NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
June 14, 2022
9:30 A.M.

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

1. Review and approval of minutes.

2. 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.

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 3 – 16)

3. Discuss, consider, and take appropriate action on a line-item transfer for Constable Precint #1.

Fiscal Impact

From/To	Acct No.	Description	Amount
TO	0100-0551-003301	Const Pct #1 / Gasoline	$2,500
FROM	0100-0551-005700	Const Pct #1 / Vehicles	$2,500

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0630-003010	Health Dist/Computer Equip	$12,000.00
To	0100-0630-004210	Health Dist/Internet	$12,000.00

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

6. Discuss, consider, and take appropriate action on approving property tax collections for the month of May 2022 for the Williamson County Tax Assessor/Collector.

7. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, May 2022 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

8. Discuss, consider and take appropriate action for appointing Fire Marshal Hank Jones as the Texas Commission on Fire Protection Head of Department pursuant to Texas Administrative Code Chapter 449, Subchapter A, Rule § 449.1 & § 449.3.

9. Discuss, consider and take appropriate action regarding the evidence provided by Constable Jeffrey D. Anderson showing that he is a licensed peace officer in the State of Texas as required by the Texas Local Government Code, Title 3 (Organization of County Government), Subtitle B (Commissioner's Court and County Officers), Chapter 86 (Constable), Subchapter A (General Provisions), Sec 86.0021. (Qualifications; Removal).

10. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department Capital asset disposition through Auction, pursuant to Tx. Local Gov't Code 263.152.

11. Discuss, consider and take appropriate action on authorizing the purchasing agent to advertise and receive sealed proposals for Williamson County Branding under solicitation #22RFP123.

12. Discuss, consider and take appropriate action on approving the proposal between Williamson County and Brycomm, LLC for the American Rescue Plan Act (ARPA) Fiber Deployment Project for the initial aerial and underground route design, in the total amount of $19,539.60, pursuant to the DIR CPO-4777 contract, and executing the approval of this proposal.

13. Discuss, consider and take appropriate action on approving the Agreement between Guardian Alliance Technologies, Inc. and Williamson County for employment related background investigation as needed, and authorizing execution of the agreement.

14. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB #22IFB125 Expo Center Fence Installation. Funding Source is P591.

15. Discuss, consider and take appropriate action on authorizing a price increase of 22%, detailed in the attached spreadsheet, for Contract #T4953 Limestone Rock Asphalt with Vulcan Construction Materials, LLC, covering the term beginning June 14, 2022 through September 23, 2022, continuing with the same terms and conditions.

16. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB #22IFB126 New County Road From CR 404 to FM 973. Funding source P390f.

REGULAR AGENDA

17. Discuss, consider and take appropriate action on a Proclamation to recognize and celebrate Workforce Solutions Rural Capital Area for 35 years of service to Williamson County.

18. Discuss, consider, and take appropriate action on proclaiming June 2022 as Elder Abuse Prevention Month in Williamson County.

19. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Elections Discretionary Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount

To	0376.0376.004100	Professional Services	$100,000.00

20. Discuss, consider, and take appropriate action on approving agreement for Williamson County Justice Center Renovation with J.T. Vaughn Construction, LLC, in the amount of $1,286,303.00, per OMNIA Partners Contract #R200107, and authorizing the execution of the agreement. Funding Source is P595.

21. Discuss, consider, and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer $300,000 from P284 (Hairy Man Road), $1,000,000 from P277 (CR 258 Extension), $500,000 from P459 (Corridor C/SH 29 Bypass) and $200,000 from P290 (2013 Road Bond Unallocated) to P596 (2013 Road Bond ROW). Also, to close P293 (Kauffman Loop Ph 1) and move the remaining funds of $350,001.80 to P596 (2013 Road Bond ROW).

22. Discuss, consider, and take appropriate action on approving the quote with Blades Group, LLC for RA-BLK Road Rescue Asphalt Repair, TXDOT Specification 330D in the amount of $163,680.00 pursuant to BuyBoard Contract# 612-20, and authorizing the purchase.

23. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of ($232,550.27) for Project T5045 - CR 404 Hutto Water Line Realignment (Austin Underground, Inc.). This Change Order was previously approved during Commissioners Court on June 7, 2022 (Agenda Item #40) but was incorrectly listed as Change Order No. 6 in the agenda item. This new agenda item and action corrects the Change Order numbering. Precinct 4, Funding Source: Road Bond P390.

24. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $36.00 for Project T2232 Hairy Man Rd Brushy Creek Rd (DeNucci Constructors, LLC). This Change Order was previously approved during Commissioners Court on June 7, 2022 (Agenda Item #41) but the Change Order amount was incorrectly listed as $0 in the agenda item. This new agenda item and action provides the correct Change Order amount of $36.00. Precinct 4, Funding Source: Road Bond P284.

25. Discuss, consider, and take appropriate action on executing the Professional Service Agreement (PSA) for RFQ #21RFSQ14 Design Engineering Services for Small Drainage and Small Roadway Projects for Williamson County and Road and Bridge Division with the recommended firm: Alliance Transportation Group, Inc., on an on-call basis.

26. Discuss, consider and take appropriate action on rejecting the lowest bid received for IFB #22IFB108 Chandler Creek Subdivision Roadway and Drainage Improvements and awarding to the next lowest bidder, Chasco Contractors, in the amount of $729,929.00. Funding Source P488.

27. Discuss, consider and take appropriate action on rejecting the lowest bid received for IFB #22IFB105 Live Oak Ranch Subdivision Roadway and Drainage Improvements Phase 1, and awarding to the next lowest bidder, Patin Construction, in the amount of $1,846,057.79. Funding Source P487.

28. Discuss, consider and take appropriate action on rejecting the lowest bid received for IFB #22IFB104 CR 137 Widening and Overlay and awarding to the next lowest bidder, Smith Contracting, in the amount of $1,698,586.60.

29. Discuss, consider and take appropriate action on a letter agreement with Margaret Moser MMA Ranch Limited Partnership for a 0.916 AC replacement waterline easement for BCMUD on CR 176 (parcel 10WE). Funding Source: Road Bonds P241

30. Discuss, consider and take appropriate action on a real estate contract with Annette Ward Kylberg, Jeffery Earl Kylberg and Pattrick Elton Kylberg for 0.1331 AC of right of way needed on the CR 245 project (Parcel 6 parts 1 & 2). Funding Source: Road Bonds P353

31. Discuss, consider and take appropriate action on an Interlocal Agreement with Jonah Special Utility District. Regarding Relocation of Water System Improvements CR 111--FM 1460 to SH 130 Project

32. Discuss, consider and take appropriate action on a Resolution with TXDOT for an agreement for a strategic priority on-system project which will allow for preliminary engineering (schematic, environmental, utilities, right-of-way), plans, specifications and estimates (PS&E), and construction of the following in Williamson County: Funding Source: Road Bonds P332

A. CSJ #3486-01-008: Widen FM 3349, from US 9 to CR 404, to a 4-lane divided roadway with grade separation at UPRR at US 79.
B. CSJ #0204-02-034: Construct new interchange on US 79 at FM 3349 & CR 101

33. Discuss, consider and take appropriate action on a Advance Funding Agreement with TXDOT for strategic priority on-system project which will allow for preliminary engineering (schematic, environmental, utilities, right-of-way), plans, specifications and estimates (PS&E), and construction of the following in Williamson County: Funding Source: Road Bonds P332

CSJ #3486-01-008: Widen FM 3349, from US 9 to CR 404, to a 4-lane divided roadway with grade separation at UPRR at US 79.
CSJ #0204-02-034: Construct new interchange on US 79 at FM 3349 & CR 101

34. Discuss, consider and take appropriate action on a relocation supplement claim with Raymond and Pamela Cantrell for replacement housing costs for right of way that was acquired as part of the Liberty Hill Bypass project (Parcel 45). Funding Source: Road Bonds P346

35. Discuss, consider and take appropriate action on a real estate contract with CSW Taylor 973, LP for right of way needed on the Signals and CR404/FM973 project (Parcel 17). Funding Source: Road Bonds P390

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)."

36. 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 SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 332
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for Bud Stockton Extension.
g) Discuss the acquisition of real property for CR 305/307.
h) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
i) Discuss the acquisition of real property for CR 111.
j) Discuss the acquisition of real property for Corridor H

k) Discuss the acquisition of real property for future SH 29 corridor.
l) Discuss the acquisition of right-of-way for Hero Way.
m) Discuss the acquisition of right-of-way for Corridor C.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor D.
p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
q) Discuss the acquisition of right-of-way for Reagan extension.
r) Discuss the acquisition of real property near Justice Center.
s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
t) Discuss the acquisition of the MKT Right of Way
u) Discuss acquisition of right of way for Corridor E.
v) Discuss acquisition of right of way for County Road 245.
w) Discuss acquisition of right of way for CR 401/404.
x) Discuss acquisition of right of way for Liberty Hill Bypass.

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 possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Discuss property usage at Longhorn Junction
d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
f) Discuss the sale of property located at 900 S Main St., Taylor, 76574
g) Discuss the sale of 106 Dana Drive, Hutto, Texas
h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, Texas

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1
D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

37. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
Business prospect(s) that may locate or expand within Williamson County.
a) Project Red Hot Chili Pepper
b) Project Flex Power
c) Project Pearson Ranch
d) Project Fittipaldi
e) Project Venture
f) Project 007
g) Project Acropolis
h) Project Crystal Lagoon
i) Project Phantom
j) Project World

38. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

a. General:
1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. 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.

b. Litigation:

1. 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
2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al.; In the District Court of Williamson County, Texas
3. Civil Action No. 1:20-cv-00842; SonWest Co. v. J. Terron Evertson, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:21-cv-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
5. Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas, Robert Chody, et al.; In the United States District Court for the Western District of Texas, Austin Division
6. Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District of Texas, Austin Division
7. Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District of Texas, Austin Division
8. Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
9. Civil Action No. 1:21-cv-480; Gloria Cowin, Individually and on behalf of the Estate of Patrick Dupre, v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
10. Civil Action No. 1:21-00481-LY; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County; In the United States District Court for the Western District of Texas, Austin Division
11. Civil Action No. 1:21-cv-615; Bernardo Acosta v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
12. Civil Action No. 1:21-cv-00834; Skylar Leal vs Williamson County and Lorenzo Hernandez; In the United States District Court for the Western District of Texas, Austin Division
13. Civil Action No. 5:21-cv-1223-FB; Isabel Longoria and Cathy Morgan v. Warren K. Paxton et al.; In the United States District Court for the Western District of Texas, San Antonio Division
14. Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason et al.; In the 395th District Court of Williamson County, Texas
15. Cause No. 2022CI0574; Chris Noel Carlin v. Jacquelyn F. Callanen, et al.; 408th District Court, Bexar County, Texas
16. Cause No. 22-0372-C425; Ryan Gallagher, Contestant v. Bill Gravell, In his official capacity as Williamson County Judge; 425th Judicial District Court, Williamson County, Texas
17. Cause Number: 3SC-22-0044; James M. Martin and Rebecca S. Martin v. Williamson County Regional Animal Shelter; In The Justice Court Precinct Three of Williamson County, Texas
18. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division

c. EEOC/TWC matters:

1. EEOC Charge #451-2021-00812 – S.H.
2. EEOC Charge #451-2021-00920 – K.B.
3. EEOC Charge #451-2021-01357 – J.G.
4. EEOC Charge #451-2021-01145 – G.H.
5. EEOC Charge #451-2021-01742 – J.R.

d. Claims:

1. Property damage claim by Erica Walls

e. Other:

1. Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
2. Legal matters pertaining to the Emergency Communications Department.
3. Legal matters pertaining to the GardaWorld contract.
4. Legal matters pertaining to Solara at Highland Horizon Condominium Project

5. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders

39. Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).

40. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

41. Discuss and take appropriate action concerning economic development.

42. Discuss and take appropriate action concerning real estate.

43. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a. General:

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. 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.

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5. Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas, Robert Chody, et al.; In the United States District Court for the Western District of Texas, Austin Division
6. Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District of Texas, Austin Division
7. Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District of Texas, Austin Division
8. Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
9. Civil Action No. 1:21-cv-480; Gloria Cowin, Individually and on behalf of the Estate of Patrick Dupre, v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
10. Civil Action No. 1:21-00481-LY; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County; In the United States District Court for the Western District of Texas, Austin Division

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12. Civil Action No. 1:21-cv-00834; Skylar Leal vs Williamson County and Lorenzo Hernandez; In the United States District Court for the Western District of Texas, Austin Division
13. Civil Action No. 5:21-cv-1223-FB; Isabel Longoria and Cathy Morgan v. Warren K. Paxton et al.; In the United States District Court for the Western District of Texas, San Antonio Division
14. Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason et al.; In the 395th District Court of Williamson County, Texas
15. Cause No. 2022CI0574; Chris Noel Carlin v. Jacquelyn F. Callanen, et al.; 408th District Court, Bexar County, Texas
16. Cause No. 22-0372-C425; Ryan Gallagher, Contestant v. Bill Gravell, In his official capacity as Williamson County Judge; 425th Judicial District Court, Williamson County, Texas
17. Cause Number: 3SC-22-0044; James M. Martin and Rebecca S. Martin v. Williamson County Regional Animal Shelter; In The Justice Court Precinct Three of Williamson County, Texas
18. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division

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1. EEOC Charge #451-2021-00812 – S.H.
2. EEOC Charge #451-2021-00920 – K.B.
3. EEOC Charge #451-2021-01357 – J.G.
4. EEOC Charge #451-2021-01145 – G.H.
5. EEOC Charge #451-2021-01742 – J.R.

d. Claims:

1. Property damage claim by Erica Walls

e. Other:

1. Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
2. Legal matters pertaining to the Emergency Communications Department.
3. Legal matters pertaining to the GardaWorld contract.
4. Legal matters pertaining to Solara at Highland Horizon Condominium Project
5. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders

44. 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.

45. Comments from Commissioners.

46. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

_____

Bill Gravell, Jr., 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 10th day of June 2022 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 06/14/2022

Line Item Transfer For Constable Pct. 1

Submitted By: Patrick Youngren, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line-item transfer for Constable Precint #1.

Background

Constable Pct. 1 is requesting to transfer excess funds not used for the purchase of a new vehicle to be utilized for the purchase of fuel.

Fiscal Impact

From/To	Acct No.	Description	Amount
TO	0100-0551-003301	Const Pct #1 / Gasoline	$2,500
FROM	0100-0551-005700	Const Pct #1 / Vehicles	$2,500

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/06/2022 11:46 AM
Budget Office	Saira Hernandez	06/09/2022 09:48 AM
Form Started By: Patrick Youngren		Started On: 06/03/2022 02:19 PM
Final Approval Date: 06/09/2022		

Commissioners Court - Regular Session **4.**

Meeting Date: 06/14/2022

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

We have had a substantial increase in the number of clients who require application approval for CIHCP eligibility. In addition to the number of clients, we have had a price increase and will need funds moved to finish out the FY22 fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0630-003010	Health Dist/Computer Equip	$12,000.00
To	0100-0630-004210	Health Dist/Internet	$12,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/07/2022 10:45 AM
Form Started By: Ashlie Holladay		Started On: 06/07/2022 09:19 AM
Final Approval Date: 06/07/2022		

Commissioners Court - Regular Session **5.**

Meeting Date: 06/14/2022

Compensation Items

Submitted By: Kayla Marek, 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

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	06/09/2022 08:22 AM
County Judge Exec Asst.	Becky Pruitt	06/09/2022 09:10 AM
Form Started By: Kayla Marek		Started On: 06/09/2022 08:09 AM
Final Approval Date: 06/09/2022		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
911 Communications	QAQI Evaluator.1896.001100.	13403	$57,124.12	$1,142.48	2.00	$58,266.60	-	MERIT	24-Jun-22
Benefits	Sr Benefits Specialist.0009.001100.	16027	$50,000.02	$1,000.00	2.00	$51,000.02	-	MERIT	24-Jun-22

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0581	001100	1,142.48	
01	0100	0581	002010	87.40	
01	0100	0581	002020	184.85	
01	0100	8004	001130		1,142.48
01	0100	8004	002010		87.40
01	0100	8004	002020		184.85
01	0885	0886	001100	1,000.00	
01	0885	0886	001130		1,000.00

Department Number and Name	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
475-County Attorney	0013	16109	$44,152.76	$44,152.76	$50,545.89	$44,545.89	$6,000.00	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 0013 to PCN1908	6/24/2022
475-County Attorney	1908	vacant	N/A	N/A	$86,436.00	$92,436.00	N/A	$6,000.00	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 0013 to PCN1908	6/24/2022

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **6.**

Meeting Date: 06/14/2022

Property Tax Collections – May 2022

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax collections for the month of May 2022 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

050122-053122 GWI-RFM

050122-053122 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/09/2022 10:57 AM
Form Started By: Renee Clark		Started On: 06/09/2022 10:46 AM
Final Approval Date: 06/09/2022		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
May 31, 2022

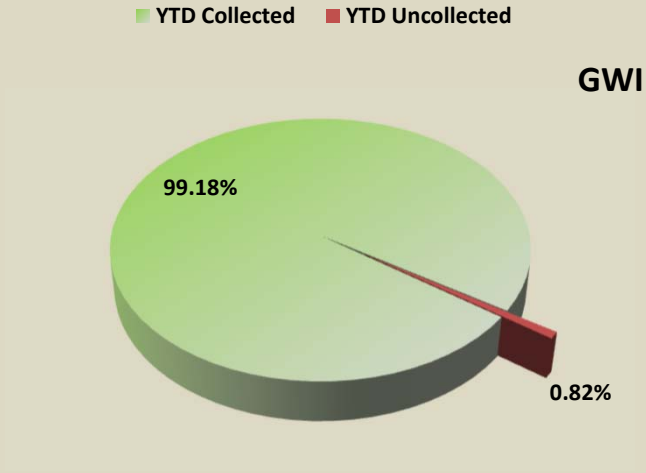
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2021	$338,165,485.42	($430,677.22)	$337,734,808.20	$1,371,980.32	$73,171.12	$1,103.78	$2,761,118.40	$334,973,689.80	99.18%	99.34%	99.73%
2020 & Prior	$2,912,104.50	($379,812.38)	$2,532,292.12	$109,685.00	$5,663.48	$9,571.37	$2,181,629.09	$350,663.03	13.85%	20.49%	
Rollbacks	$303,027.71	$1,909,543.12	$2,212,570.83	$209,200.23	$0.00	$0.00	$1,389,262.08	$823,308.75	37.21%	37.21%	
Total All	$341,380,617.63	$1,099,053.52	$342,479,671.15	$1,690,865.55	$78,834.60	$10,675.15	$6,332,009.57	$336,147,661.58	98.15%	98.35%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2021	$34,120,490.65	($8,244.05)	$34,112,246.60	$142,976.07	$7,351.52	$110.48	$282,059.54	$33,830,187.06	99.17%	99.33%	99.71%
2020 & Prior	$264,578.33	($33,881.69)	$230,696.64	$10,545.35	$535.33	$914.35	$195,973.36	$34,723.28	15.05%	21.76%	
Rollbacks	$28,849.49	$182,200.47	$211,049.96	$20,070.50	$0.00	$0.00	$132,478.80	$78,571.16	37.23%	37.23%	
Total All	$34,413,918.47	$140,074.73	$34,553,993.20	$173,591.92	$7,886.85	$1,024.83	$610,511.70	$33,943,481.50	98.23%	98.43%	

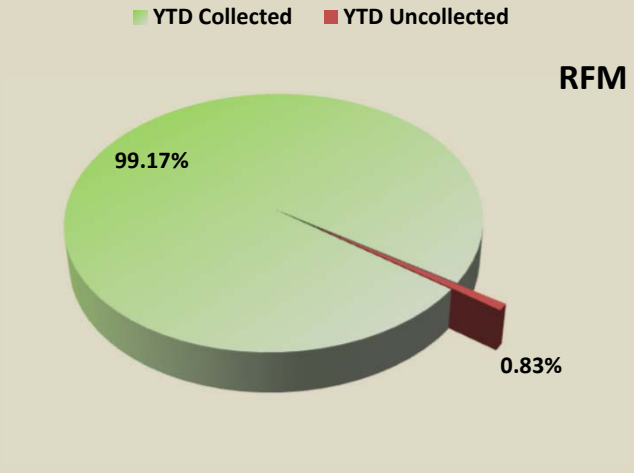
2021 COMBINED MONTHLY BREAKDOWN

Oct-21	$375,794,536.10	$47,590.91	$375,842,127.01	$13,224,298.30	$25,367.31	$503.32	$362,617,325.39	$13,224,801.62
Nov-21	$375,842,127.01	$253,452.94	$376,095,579.95	$18,249,853.40	$18,133.11	$8,781.58	$344,612,143.35	$31,483,436.60
Dec-21	$376,095,579.95	($95,829.26)	$375,999,750.69	$201,551,646.41	$24,278.10	$836.38	$142,963,831.30	$233,035,919.39
Jan-22	$375,999,750.69	($151,582.91)	$375,848,167.78	$126,527,612.67	$26,576.40	$693.71	$16,283,942.01	$359,564,225.77
Feb-22	$375,848,167.78	$67,496.54	$375,915,664.32	$4,731,485.18	$261,542.11	($319,171.54)	$11,939,124.91	$363,976,539.41
Mar-22	$375,915,664.32	($33,655.52)	$375,882,008.80	$3,322,439.26	$213,807.43	$623.15	$8,582,406.98	$367,299,601.82
Apr-22	$375,882,008.80	$665,578.86	$376,547,587.66	$914,415.28	$103,422.54	$968.53	$8,332,602.03	$368,214,985.63
May-22	$376,547,587.66	$486,076.69	$377,033,664.35	$1,864,457.47	$86,721.45	$11,699.98	$6,942,521.27	$370,091,143.08

Year to Date Collection Report
Thru May 2022



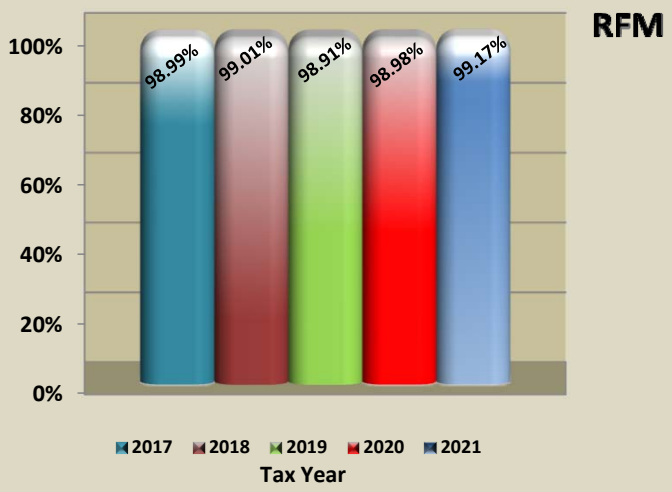
Year to Date Collection Report
Thru May 2022



Percent of Roll Collected Comparison
2017-2021



Percent of Roll Collected Comparison
2017-2021



Commissioners Court - Regular Session **7.**

Meeting Date: 06/14/2022

Justice of the Peace 4 May 2022 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, May 2022 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM MAY 2022

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/09/2022 09:08 AM
Form Started By: Veronica Bolander		Started On: 06/08/2022 06:24 PM
Final Approval Date: 06/09/2022		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County, on my oath, state that the attached report of money collected is a true and correct report for the month of May 2022.

Signed on this the 8th day of June 2022.

STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR

Payment Report - Transaction/Adjustment Detail

Transaction Date: **05/01/2022 - 05/31/2022** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**25,936.28**	**25,936.28**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**25,936.28**	**25,936.28**
Tender Method Summary			
Tender Types	Cash	1,369.75	1,369.75
	Cashier's Check	744.00	744.00
	Certified Payments Credit Card	12,907.78	12,907.78
	Check	2,252.00	2,252.00
	E-File Credit Card	7,452.75	7,452.75
	Money Order	1,210.00	1,210.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **05/01/2022 - 05/31/2022** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	455.55
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	12.70
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	4,808.36
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-4-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	150.00
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	5,780.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	36.89
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	5,352.90
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: Language Access Fund	489.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	838.56
	0100 - General Fund Total:	**17,923.96**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0371-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	815.00
	0370 - Alternate Dispute Resolution Fund Total:	**815.00**
0399 - State Agency Fund		
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	3,713.64
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	630.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	98.98
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,904.70
01-0399-0000-208720 - SEATBELT FINES	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	250.00
	0399 - State Agency Fund Total:	**6,597.32**
JP BOND		
01-0100-0000-207008 - JP4 Bond Liability Account	L-004-4-01-02-00002: JP4 Registry Bond Account Liability	600.00
	JP BOND Total:	**600.00**
	Fee Totals for All Funds:	**25,936.28**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **05/01/2022 - 05/31/2022** Case Categories: **Civil; Criminal**
Locations: **JP4**

Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	98.98	22	0.00	0	0.00	0	98.98	22
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	200.48	43	0.00	0	0.00	0	200.48	43
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	3,713.64	65	0.00	0	0.00	0	3,713.64	65
2020CDF	Compliance Dismissal Fine	170.00	17	0.00	0	0.00	0	170.00	17
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	113.34	12	0.00	0	0.00	0	113.34	12
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	838.56	65	0.00	0	0.00	0	838.56	65
2020LTF	Local Traffic Fine (TC 542.403)	114.29	40	0.00	0	0.00	0	114.29	40
2020STF	State Traffic Fine (TC 542.4031)	1,904.70	40	0.00	0	0.00	0	1,904.70	40
2020TPF	Time Payment Fee CCP 102.030	36.89	6	0.00	0	0.00	0	36.89	6
AB	Abstract	10.00	1	0.00	0	0.00	0	10.00	1
CB	Cash Bond	600.00	3	0.00	0	0.00	0	600.00	3
CCOP	Civil Copies	34.75	17	0.00	0	0.00	0	34.75	17
CERT	Certified Copy	18.50	2	0.00	0	0.00	0	18.50	2
CFINE	County Fine	5,352.90	52	0.00	0	0.00	0	5,352.90	52
COLLFEE	Collection Agency Fee	455.55	7	0.00	0	0.00	0	455.55	7
CONT4	Constable Service Fee Pct #4	4,130.00	49	0.00	0	0.00	0	4,130.00	49
CRFEEOVER	Criminal Overpayment Fee	12.70	1	0.00	0	0.00	0	12.70	1
FNTC1	Child Safety Seat Fine Trauma Center	250.00	2	0.00	0	0.00	0	250.00	2
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	815.00	163	0.00	0	0.00	0	815.00	163
SB41JCSF	Justice Court Support Fund	4,075.00	163	0.00	0	0.00	0	4,075.00	163
SB41LAF	Language Access Fund - LGC 135.155	489.00	163	0.00	0	0.00	0	489.00	163
SB41SCF	State Consolidated Fee	630.00	30	0.00	0	0.00	0	630.00	30
WPOSS	Writ of Possession	50.00	10	0.00	0	0.00	0	50.00	10
WSF3	JP3 - Writ Service Fee	150.00	1	0.00	0	0.00	0	150.00	1
WSF4	JP4 - Writ Service Fee	1,650.00	10	0.00	0	0.00	0	1,650.00	10
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		25,936.28	985	0.00	0	0.00	0	25,936.28	985

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 5/01/2022-5/31/2022

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$838.56	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$293.50		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$299.49		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$239.59		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$5.98		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$838.56	$838.56			100.000000%
Collected	$838.56				

Commissioners Court - Regular Session **8.**

Meeting Date: 06/14/2022

Texas Commission on Fire Protection Appointment to Head of Department

Submitted For: Hank Jones **Submitted By:** Hank Jones, Fire Marshal Spec Ops-Hazmat

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action for appointing Fire Marshal Hank Jones as the Texas Commission on Fire Protection Head of Department pursuant to Texas Administrative Code Chapter 449, Subchapter A, Rule § 449.1 & § 449.3.

Background

The Texas Commission on Fire Protection requires a department to appoint an individual as Head of Suppression/Prevention pursuant to Texas Administrative Code Chapter 449, Subchapter A, Rule § 449.1 & § 449.3.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TCFP Head of Department

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/06/2022 11:42 AM
Form Started By: Hank Jones		Started On: 06/02/2022 02:49 PM
Final Approval Date: 06/06/2022		

Date Received	Texas Commission on Fire Protection Fire Service Standards & Certification Division P.O. Box 2286, Austin, Texas 78768-2286 (512) 936-3838 FAX (512) 936-3808 **Appointment to Head of Department**	Date Processed Processed By

Appointee/Department Information:					
FIDO PIN	Last Name	Suffix	First Name		Middle Name or Initial
[redacted]	Jones		Hank		L
FDID No.	Department Name	Dept Phone		Cell Phone	**Date of Appointment**
[redacted]	Williamson County Fire Marshal Special Operations	512-943-3679		[redacted]	10/29/2019

IMPORTANT

YOU ARE REQUIRED TO SUBMIT FINGERPRINT DATA FOR A CRIMINAL HISTORY CHECK IF YOU HAVE NOT BEEN APPOINTED TO FIRE PROTECTION OR PREVENTION DUTIES WITH A COMMISSION-REGULATED ENTITY AND DO NOT HOLD AN ACTIVE CERTIFICATION WITH THE TEXAS COMMISSION ON FIRE PROTECTION.

SEE ATTACHED APPLICATION INSTRUCTION PAGES FOR HOW TO SUBMIT FINGERPRINT DATA.

Please supply the following information if you do not hold an active certificate with the Texas Commission on Fire Protection at this time:

Previously Used Last Names List all aliases, including maiden name, if applicable.	Previously Used Suffixes	Previously Used First Names	Previously Used Middle Names or Initials

Daytime Phone Number	Driver's License No.	D.L. State	Height (Feet and Inches)	Weight (Pounds)	Hair Color	Eye Color

Date of Birth	Sex	Race or Ethnicity		
	☐ Male ☐ Female	☐ Black	☐ White (includes Hispanic)	☐ Other: _____

High School Diploma?	If No, Highest Grade Completed?	GED?	College Degree?	If yes, which major?
☐ Yes ☐ No		☐ Yes ☐ No	☐ Yes ☐ No	

Have you ever been convicted of any criminal offense (other than minor traffic offenses)?

☐ Yes ☐ No **If yes, attach explanation** regarding the date of conviction, original charge, jurisdiction, disposition, and circumstances surrounding the offense.

DUTY APPOINTMENT:

- ☑ **Head of Suppression Department (includes Prevention)** Chief/Fire Marshal
- ☐ **Head of Prevention-Only Department**

Attach any of the following as is applicable for this appointment (see instructions):

- Original notarized Affidavit (TCFP-016) from previous department indicating time with department. More than one Affidavit may be submitted if necessary

□ Letter from previous department verifying that service was full time in the required discipline. More than one letter may be submitted if necessary
□ Letter from volunteer department verifying that required level of annual activity or experience was met. More than one letter may be submitted if necessary
□ Copies of IFSAC certificates deemed equivalent to TCFP basic fire suppression, investigation, or inspector
☒ **A FIDO Account Owner Designation Form (TCFP-019) is attached (REQUIRED)**
☒ **A Removal from Appointment Form (TCFP-005) is attached to remove previous Head of Department (REQUIRED)**

It is the policy of this agency that all applicants will receive an equal opportunity without regard to race, color, age, religion, sex, national origin, or physical/mental disability unless the individual does not meet the standards set by the commission as stated in the Standards Manual for Fire Protection Personnel, "Standards for Certification", §421.3.
By my signature below, I attest I have read and agree that the statements on this form and any attachments to this form are true and correct. I understand any misstatements or omissions of material facts may constitute grounds for administrative proceedings by the T.C.F.P.

Signature of Appointee: _____ Date: 6/1/2022
(THE PERSON BEING APPOINTED TO HOD SUPRESSION/PREVENTION)

Printed Name of Administrative Head: Bill Gravell Jr.

Signature of Administrative Head: _____ Date: _____
(Individual who is authorized to make this appointment for the entity, ie. Mayor, City Manager, ESD President, County Judge)

Commissioners Court - Regular Session **9.**

Meeting Date: 06/14/2022

Constable Precinct 2 Qualifications

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 regarding the evidence provided by Constable Jeffrey D. Anderson showing that he is a licensed peace officer in the State of Texas as required by the Texas Local Government Code, Title 3 (Organization of County Government), Subtitle B (Commissioner's Court and County Officers), Chapter 86 (Constable), Subchapter A (General Provisions), Sec 86.0021. (Qualifications; Removal).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TCOLE License

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/07/2022 04:07 PM
Form Started By: Kathy Pierce		Started On: 06/07/2022 03:30 PM
Final Approval Date: 06/07/2022		

TEXAS COMMISSION ON LAW ENFORCEMENT

6330 E HIGHWAY 290 STE 200, AUSTIN, TX 78723

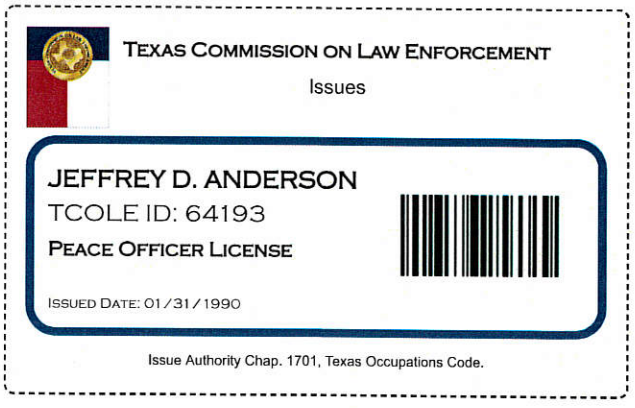
(512) 936-7700

PRINTOUT GENERATED ON: **06/07/2022**

Based upon completion of the minimum licensing standards, **JEFFREY D. ANDERSON** is hereby issued the following:

TYPE	TCOLE PID	ISSUE DATE
Peace Officer License	**64193**	**01/31/1990**
JEFFREY D. ANDERSON		





Commissioners Court - Regular Session **10.**

Meeting Date: 06/14/2022

Capital Asset for Auction 6.14.22

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department Capital asset disposition through Auction, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Capital Asset for Auction Tax Department 6.14.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2022 09:54 AM
County Judge Exec Asst.	Becky Pruitt	06/09/2022 10:13 AM
Form Started By: Mary Watson		Started On: 06/02/2022 04:15 PM
Final Approval Date: 06/09/2022		

Asset Status Change

Title:	i:0#.f|membership|jkocian@wilco.org - 26-05-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Capital Asset (greater than $5000)
1. Quantity (Mandatory):	1
1. Description:	Omation Model 206 Envelopener
1. Manufacturer ID #:	ZA02151
1. Oracle Asset #:	48949
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	three drawer cabinet on rollers
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT LISTED IN ORACLE
2. Condition of Assets:	Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Judy Kocian
Transferring Dept. Contact Ph#:	5129431954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Matt Johnson 5/27/2022 3:29 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Tony Hill
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	6/14/2022

Asset Status Change

Commissioners Court - Regular Session **11.**

Meeting Date: 06/14/2022

Authorize Issuing Advertisement for Solicitation #22RFP123 for Williamson County Branding for Public Information Offic

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the purchasing agent to advertise and receive sealed proposals for Williamson County Branding under solicitation #22RFP123.

Background

Williamson County is accepting sealed proposals from vendors with experience in working with government organizations interested in community branding. This is a request for proposal for branding services to achieve our goal of creating standardized image and cohesive, complete branding guidelines. The vendor should be able to develop a comprehensive community brand to clarify and reflect the image of Williamson County as one cohesive, complete and united brand, reflective of the community it serves. Funding has been approved in the Technology Services budget 01.0100.0503.005741. Department contact is Connie Odom.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2022 09:45 AM
County Judge Exec Asst.	Becky Pruitt	06/09/2022 10:11 AM
Form Started By: Erica Smith		Started On: 06/01/2022 11:11 AM
Final Approval Date: 06/09/2022		

Commissioners Court - Regular Session **12.**

Meeting Date: 06/14/2022

Approval of Proposal for Fiber Deployment Project and Initial Aerial/Underground Route Design with BryComm, LLC for IT Department

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the proposal between Williamson County and Brycomm, LLC for the American Rescue Plan Act (ARPA) Fiber Deployment Project for the initial aerial and underground route design, in the total amount of $19,539.60, pursuant to the DIR CPO-4777 contract, and executing the approval of this proposal.

Background

This initial aerial and underground route design will originate from the Emergency Operations Center located at 911 Chambers Lane to connect with the designated priority sites listed in the attached proposal. Legal, Audit, IT and Contract Audit have reviewed the proposal. The funding for this proposal is ARPA 445P, 445P 2.1 for fiber improvement. The department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BryComm Initial Aerial Underground Fiber 6.14.22

BryComm Initial Aerial Underground Addendum 6.14.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2022 10:02 AM
County Judge Exec Asst.	Becky Pruitt	06/09/2022 10:12 AM
Form Started By: Mary Watson		Started On: 06/06/2022 11:17 AM
Final Approval Date: 06/09/2022		

BRYCOMM
NETWORK CABLING | LIGHTING | A/V | SECURITY | OSP

Williamson County
TX

DIR CONTRACT
NUMBER:
DIR-CPO-4777



A Proposal For

WILLIAMSON COUNTY
1848

ARPA – Initial Aerial/Underground Route Design

Prepared by:
Chris Gonzales
chris.gonzales@brycomm.com
O: 512-712-4008
M: 512-569-5309

Date: 3-24-21

Submit Contracts & PO's to: chris.gonzales@brycomm.com

We appreciate your interest in our services and thank you for the chance to offer the following proposal for this project. Our proposal incorporates the following:

Project Name: ARPA – Fiber Deployment Project
Scope of Work: Initial Aerial and Underground Route Design
Estimated By: Chris Gonzales **Submit Contracts & PO's to:** chris.gonzales@brycomm.com

Aerial/Underground Route Design:

1. Initial aerial and underground route design to originate from the Emergency Operations Center located at 911 Chambers Ln., Georgetown TX, 78626. The following sites have been designated as priority sites:
    - Cedar Park Annex
    - Jester Annex - Round Rock
    - Round Rock Annex Bldg A
    - Round Rock Annex Bldg B
    - Sheriff Office Training Center
    - Taylor Annex
    - Health Department Administration - Round Rock
    - CTTC
    - Parks - Expo Center
    - CSCD
    - Parks - Southwest Williamson County Regional Park

Clarifications/Exclusions:

1. No permitting, pole loading, underground plans or profiles included.
2. Route maps to be provided upon completion.

I. PRICING SUMMARY:

Design Level 3	**120**	**$99.00**	**hr.**	**$11,880.00**
Design Level 2	**120**	**$63.83**	**hr.**	**$7,659.60**
	LABOR TOTAL:			**$19,539.60**

Thank you for the opportunity and feel free to contact me if you have any questions or concerns.

Chris Gonzales
Key Account Manager - OSP
O: 512-712-4008 x126 | M: 512-569-5309
www.brycomm.com
Security License #B17431

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM
FOR ARPA ACT PURCHASE(S)
FIBER PROJECT
(BRYCOMM, LLC)

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, and the Texas Transportation Code, the Texas Health & Safety Code.

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Client" or "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **BRYCOMM, LLC** (hereinafter "Service Provider" or "BRYCOMM"). Customer agrees to engage BRYCOMM as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement 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 Agreement include the following:

A. BRYCOMM Quote/Contract dated March 24, 2022;
B. DIR-CPO-4777, including mandatory terms for Customer purchases; and
C. This County Addendum for Purchase of Goods and Services under ARPA Act funding.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

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 Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the goods or services rendered.

IV.

Good Faith: Service Provider agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

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.

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

Payment: 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 Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by 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.

VIII.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods received.**

IX.

Right to Audit: BRYCOMM 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 BRYCOMM which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. BRYCOMM agrees that licensee shall have access during normal working hours to all necessary BRYCOMM facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. licensee shall give BRYCOMM reasonable advance notice of intended audits.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

Venue and Governing Law: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

XIII.

Additional Requirements Related to The American Rescue Plan Act (ARPA) (C.F.D.A. 21027):

1. Use of Funds.
   a. BRYCOMM understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. BRYCOMM will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, BRYCOMM may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. BRYCOMM agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. BRYCOMM shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of BRYCOMM in order to conduct audits or other investigations.

   c. Records shall be maintained by BRYCOMM for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. BRYCOMM may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by BRYCOMM.

8. Conflicts of Interest. BRYCOMM understands and agrees it must maintain a conflict ofinterest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. BRYCOMM and subricipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.
   a. BRYCOMM agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. BRYCOMM also agrees to comply with all other applicable federal statutes, regulations,

and executive orders, and BRYCOMM shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. BRYCOMM Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's

implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of BRYCOMM's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. BRYCOMM agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. BRYCOMM understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of BRYCOMM] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to BRYCOMM (1) in excess of the amount to which BRYCOMM is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by BRYCOMM shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by BRYCOMM. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the BRYCOMM knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to BRYCOMM or third persons for the actions of BRYCOMM or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by BRYCOMM does not in any way establish an agency relationship between the United States and BRYCOMM.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, BRYCOMM may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of BRYCOMM, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. BRYCOMM shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), BRYCOMM should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), BRYCOMM should encourage its employees, subricipients, and contractors to adopt and enforce policies that ban text messaging while driving, and BRYCOMM should establish workplace safety policies to decrease accidents caused by distracted drivers.

XIV.

County Judge or Presiding Officer Authorized to Sign Agreement: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	BRYCOMM, LLC:
	Mike Baker Digitally signed by Mike Baker Date: 2022.05.25 10:00:25 -05'00'
_____	_____
Authorized Signature	Authorized Signature
Date: _____, 2022	Date: May 25th, 2022

Commissioners Court - Regular Session **13.**

Meeting Date: 06/14/2022

Approval of Platform Activation Agreement with Guardian Alliance Technologies, Inc. for Sheriff's Office

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Agreement between Guardian Alliance Technologies, Inc. and Williamson County for employment related background investigation as needed, and authorizing execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. The Guardian Platform is a cloud-based software platform for use by law enforcement agencies in performing employment related background investigations. Services are used on an as needed basis to include investigations, social media screening and credit reports. Payment will be invoiced monthly. The estimated annual spend on these services is $1,500.00. IT, HR, legal, contract audit and budget have reviewed this expenditure. This expenditure will be charged to FY22 01.0100.0560.004210. Department contact is Chief James Carmona.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2022 10:08 AM
County Judge Exec Asst.	Becky Pruitt	06/09/2022 10:13 AM
Form Started By: Erica Smith		Started On: 06/06/2022 01:47 PM
Final Approval Date: 06/09/2022		

Platform Activation Agreement

This Platform Activation Agreement ("Agreement") is made as of the "Effective Date" as set forth on page 3 hereof, by and between Guardian Alliance Technologies, Inc. ("Guardian"), located at 11 S. San Joaquin St., Suite 804, Stockton, CA 95202, and:

Customer Name (hereinafter referred to as "Customer")	Officer or Authorized Representative Name and Title
Street Address, City, State, Zip	Phone Number

WHEREAS, Guardian has developed a cloud-based software platform (the "Guardian Platform") for use by law enforcement agencies in performing employment related background investigations; and

WHEREAS, the Customer desires to utilize the Platform, and Guardian desires to provide the Platform to the Customer pursuant to the terms and conditions of this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the promises and covenants contained herein and the foregoing recitals, which are hereby incorporated into this Agreement, the Parties agree that the Terms of this Agreement shall govern Customer's use of the Platform as defined herein:

1. DEFINITIONS.

1.1 **"Account Administrator"** means an individual responsible for authorizing and managing all activity occurring under the Customer's Account.

1.2 **"Authorized User"** means an individual registered and identified by the Account Administrator by name who is authorized to use the Services on behalf of the Customer.

1.3 **"Terms of Service"** means, collectively, the Guardian Terms of Service and Guardian Privacy Policy. The Terms of Service may be updated from time to time at the discretion of Guardian and/or any Integrated Service providers as defined in the Guardian Terms of Service, respectively.

1.4 **"Social Media Screening"** means the collection of publicly available online Applicant information. For the purpose of this Agreement, Social Media Screening is referred to as an "Integrated Service".

1.5 **"OnDemand Services"** means services available through the Platform which are available for a fee.

2. FCRA Compliance. Customer hereby acknowledges that Customer is solely responsible for its compliance with the Fair Credit Reporting Act ("FCRA") and any other state and/or local consumer reporting laws in connection with its use of the Social Media Screening Service, **if applicable**.

3. Scope of Services.

3.1 **Activation.** By entering into this Agreement, Customer hereby requests that Guardian establish and activate a Customer Account on the Guardian Platform for use by Customer and its Authorized Users.

3.2 **Features and Fees.** Use of the Triage Center, including access to the NAIC is available for use by Customer at no charge and Customer is under no obligation to use the OnDemand features listed below. Notwithstanding the foregoing, upon entering into this Agreement, Guardian shall make the Investigation Center and Social Media Screening Feature available for Customer's use on an OnDemand basis subject to the Fees set forth below. If Customer wishes to order Credit Reports from within their Guardian Account, a separate Credit Report Feature Activation Agreement is required.

(a) Investigation Center - $50 per applicant assigned to an investigator.

(b) Social Media Screening - $40 per report.

(c) Credit Reports - $12 per report.

3.3 **Payment Terms.** Customer will be invoiced at the end of each calendar month for all use of the fee-based features that occurs during the calendar month. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

3.4 **Failure to Pay/Customer Conduct.** Guardian reserves the right to deactivate Customer's access to the Platform if any payment is not received within 60 days of the invoice date.

3.5 **Additional Authorized Users.** The Account Administrator shall have the authority and ability, through their User Account, to establish as many User Accounts for other individuals in their organization who are Authorized to use the Services on Customer's behalf. Additionally, the Account Administrator shall be responsible for deactivating Authorized User accounts when necessary.

3.6 **Security.** Each of the Parties agree to maintain a security program consistent with federal and state laws, regulations, and standards, including the CJIS Security Policy, as well as any other applicable policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

3.7 **Terms of Service.** By accessing and using the Services, Customer agrees to be bound by the Guardian Terms of Service.

3.8 **Right to Audit:** Guardian agrees that the Customer 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 Guardian which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Guardian agrees that the Customer shall have access during normal working hours to all necessary Guardian facilities, if needed, and shall be provided adequate and appropriate workspace, if needed, in order to conduct audits in compliance with the provisions of this section. The Customer shall give Guardian reasonable advance notice of intended audits.

4. **Whitelist.** Customer hereby agrees to whitelist all domains as may be indicated by Guardian at any time during the Term of this Agreement, including but not limited to:

(a) guardian.network

(b) www.guardianalliancetech.com

(c) www.guardianalliancetechnologies.com

(Note: Content filtering systems in use by Customer, if any, may unexpectedly cut parts of html pages out of the user interface as well as some email traffic, lead to unexpected errors, broken links, unclickable buttons, partially loaded pages or other unintended/unpredictable behaviors with the Services. These issues are completely resolved by "whitelisting" all Guardian domains.)

5. **Intellectual Property Infringement.** Guardian shall indemnify, defend or, at its option, settle any third-party claim, suit or proceeding against customer to the extent based on a claim that the services (excluding any third-party software) infringes any united states patent, copyright, trademark or trade secret and Guardian shall pay any final judgment entered against customer in any claim, suit or proceeding or agreed to in settlement. Customer will notify Guardian in writing of the claim, suit or proceeding and give all information and assistance reasonably requested by Guardian or its designee. If use of the services is enjoined, Guardian may, at its option, do one or more of the following: (i) procure for customer the right to use the services, (ii) replace the services with other suitable services or products, or (iii) refund the unearned prepaid portion of the fees paid by customer for the services or the affected part thereof (if any). Guardian will have no liability under this section 5 to the extent a claim or suit is based upon (a) use of the Guardian Platform in combination with software not provided by Guardian if infringement would have been avoided in the absence of the combination, (b) modifications to the Guardian Platform not made by Guardian, if infringement would have been avoided by the absence of the modifications, or (c) use of any version other than a current release of the services, if infringement would have been avoided by use of a current release. This section 5 states Guardian's entire liability and customer's sole and exclusive remedy for intellectual property infringement or misappropriation claims.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

7. **Amendment.** The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement. If any part of this Agreement is found invalid or unenforceable that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force.

8. **Marketing.** Guardian may use Customer's name as part of a general list of Customers and may refer to Customer as a user of the Services in its general advertising and marketing materials.

9. **Invoicing Contact Information.**

Key contact for invoicing	
Email address for invoicing	

IN WITNESS WHEREOF, the parties are causing this Platform Activation Agreement to be executed by their duly authorized representatives.

Customer:

Signature of authorized representative

Print Name Title

Effective Date

Guardian Alliance Technologies, Inc.:



Signature of authorized representative

Adam Anthony **COO**

Print Name Title

Commissioners Court - Regular Session **14.**

Meeting Date: 06/14/2022

Authorize Issuing Advertisement for Solicitation #22IFB125 Expo Center Fence Installation for Parks Department

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB #22IFB125 Expo Center Fence Installation. Funding Source is P591.

Background

Williamson County is seeking a qualified contractor for materials and installation of approximately 2,461 feet of Priefert Ponderosa Fence to match existing on the east and west side of the Williamson County Expo Center. Budgeted amount: $57,000.00. Funding source: P591. Russell Fishbeck is the Point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2022 10:26 AM
County Judge Exec Asst.	Becky Pruitt	06/09/2022 10:33 AM
Form Started By: Gretchen Glenn		Started On: 06/08/2022 01:23 PM
Final Approval Date: 06/09/2022		

Commissioners Court - Regular Session **15.**

Meeting Date: 06/14/2022

Approval of Price Increase for Contract #T4953 Limestone Rock Asphalt with Vulcan Construction Materials, LLC for Road and Bridge

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing a price increase of 22%, detailed in the attached spreadsheet, for Contract #T4953 Limestone Rock Asphalt with Vulcan Construction Materials, LLC, covering the term beginning June 14, 2022 through September 23, 2022, continuing with the same terms and conditions.

Background

Due to the increase in fuel pricing, labor and manufacturing of materials Vulcan Construction Materials LLC, respectfully requests a price increase in the amount of $19.82 per line item as reflected on the attached price sheet. Funding Source is 01.0200.0210.003550. Point of Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Price Increase Form and Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2022 10:15 AM
County Judge Exec Asst.	Becky Pruitt	06/09/2022 10:33 AM
Form Started By: Kim Chappius		Started On: 06/08/2022 10:46 AM
Final Approval Date: 06/09/2022		

WILLIAMSON COUNTY
1848

Price Increase Request

Purchase/Contract Type:	IFB	**Department:**	Road and Bridge
Vendor Name:	Vulcan Materials Company		
Vendor Address:	P.O. Box 791550, San Antonio, Texas 78279		
Purpose/Intended Use of Product or Service (summary):			
Limestone Rock Asphalt Price Increase			
P.O./Contract Number:	T4953	**Effective Date:**	06-14-2022
Purchaser/Contract Specialist:	Kim Chappius	**Expiration Date:**	N/A
Requested By:	J. Terron Evertson, County Engineer		

Detailed description of change in goods and/or service(s):

- **Williamson County and Vulcan Materials Company wishes to propose a price increase (as detailed in the attached spreadsheet) due to the rising cost of gasoline and diesel prices affecting the delivery of product, the operating inputs that are required to manufacture and deliver construction materials and the cost of competitive labor. (Letter of Increase attached)**
- **Signature of the Vendor shows their agreement to the price increase with existing terms and condition remaining the same.**

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Vulcan Construction Materials, LLC

Name Julia Farrar

Title Analyst

Signature _____

Date 6/7/2022

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

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

Vulcan
Materials Company

May 26, 2022

Williamson County
901 S. Austin Ave
Georgetown, TX 78626

RE: Price Increase for Contract T4953 - Limestone Rock Asphalt

Dear Kim,

With rising costs throughout the construction industry, Vulcan Construction Materials LLC, respectfully requests an increase on our contracted pricing for Limestone Rock Asphalt.

To recap, back in September 2021, Vulcan Construction Materials LLC was awarded this contract. In February of 2022 a price increase was requested for $1.22 specifically for fuel and it was approved on May 3, 2022.

In our business, we continue to feel the effect of the rapid increase in the costs of competitive labor, diesel fuel & energy, and operating inputs required to manufacture and deliver construction materials. Here is a cost analysis from when this contract was bid/awarded compared to today.

- AC has gone up from $485 to $725
- Specialty oil has gone up from $5.82 to $6.85
- Diesel has gone up from $2.89 to $5.09

In light of our good working relationship with Williamson County, Vulcan Construction Materials LLC would like to increase our prices to the following:

- **AA - $108.68**
- **A - $110.68**
- **B - $109.68**
- **C- $109.68**
- **D - $109.68**

Your approval of this increase would be greatly appreciated to help offset our increase.

Respectfully,

Vulcan Construction Materials, LLC

LIMESTONE ROCK ASPHALT

Williamson County
T4953- Limestone Rock Asphalt

Item #	Item Description	Quantity	Unit	Delivery Site*	Unit Pricing Delivered	Price Increase 4-19-22	% of Increase	Price Increase 6-2-22	% of Increase
1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type AA	5000	TONS	Georgetown*	$87.64	$88.86	1.39%	$108.68	22.30%
1.1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type A	5000	TONS	Georgetown*	$89.64	$90.86	1.36%	$110.68	21.81%
1.2	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type B	2000	TONS	Georgetown*	$88.64	$89.86	1.37%	$109.68	22.05%
1.3	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type C	2000	TONS	Georgetown*	$88.64	$89.86	1.37%	$109.68	22.05%
1.4	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type D	10000	TONS	Georgetown*	$88.64	$89.86	1.37%	$109.68	22.05%

***Delivery location: 1400 NE Inner Loop, Georgetown, TX 78626**

Commissioners Court - Regular Session **16.**

Meeting Date: 06/14/2022

Authorize Issuing Advertisement for Solicitation #22IFB126 New County Road From CR 404 to FM 973 for HNTB

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB #22IFB126 New County Road From CR 404 to FM 973. Funding source P390f.

Background

Williamson County is seeking qualified contractors for the construction of new roadway including grading, cross drainage structures, bridge, paving, traffic signal, signing and pavement marking. Budgeted amount: $14,200,00.00. Funding source P390f. Point of Contact is Danette Chamberlin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2022 10:29 AM
County Judge Exec Asst.	Becky Pruitt	06/09/2022 10:33 AM
Form Started By: Kerstin Hancock		Started On: 06/08/2022 02:37 PM
Final Approval Date: 06/09/2022		

Commissioners Court - Regular Session **17.**

Meeting Date: 06/14/2022

WSRCA 35th Anniversary Proclamation

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Proclamation to recognize and celebrate Workforce Solutions Rural Capital Area for 35 years of service to Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	06/08/2022 09:19 AM
Form Started By: Becky Pruitt		Started On: 06/07/2022 11:51 AM
Final Approval Date: 06/08/2022		

WHEREAS, the Workforce Solutions Rural Capital Area Workforce Development Board was incorporated on June 30, 1987, to preserve our state's integrated, employer-driven workforce system by providing no-cost recruitment, employment services, and child care assistance, to businesses and job seekers specific to the nine-county Rural Capital Area of Central Texas; and

WHEREAS, Williamson County and Workforce Solutions Rural Capital Area, in partnership, are committed to ensuring local employers will have a highly skilled and educated workforce and our residents will have the competencies, skills, and education to become self-sufficient and live a quality life; and

WHEREAS, Workforce Solutions Rural Capital Area is led by 27 volunteer Board of Directors comprised of community leaders from across many areas of expertise including, business; community-based organizations; economic development; education; government; literacy; labor; and vocational rehabilitation; to further its mission of empowering the workforce of the Rural Capital Area; and

WHEREAS, Workforce Solutions Rural Capital Area has been uniquely able to meet the changing workforce development needs of Williamson County's economy and provide thousands of employers and residents with customized solutions to empower their workforce journeys; and

WHEREAS, the celebration of Workforce Solutions Rural Capital Area's 35th Anniversary would honor their commitment and service to the community, and encourage more Williamson County employers and workers to connect with their workforce programs; and

NOW, THEREFORE, Be It Proclaimed That, the Board of Commissioners of the County of Williamson, State of Texas, does hereby commend Workforce Solutions Rural Capital Area for its outstanding efforts over the last 35 years, and we express our appreciation for its leadership in all areas of workforce development within our communities.

Judge Bill Gravell, Jr.

Commissioners Court - Regular Session **18.**

Meeting Date: 06/14/2022

Elder Abuse Prevention Month 2022

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on proclaiming June 2022 as Elder Abuse Prevention Month in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	05/20/2022 03:11 PM
Form Started By: Garry Brown		Started On: 05/20/2022 02:42 PM
Final Approval Date: 05/20/2022		

PROCLAMATION

WHEREAS, Elderly persons in Williamson County come from diverse backgrounds, and they have contributed to the continuing story of our county by upholding and sharing their customs and traditions; and

WHEREAS, These residents are vital and integral members of our society, and their wisdom and lived experience make our lives more meaningful; and

WHEREAS, Abuse of the elderly in domestic and institutional settings is a wide-spread problem, affecting thousands of people across the country; and

WHEREAS, Texas Adult Protective Services (APS) In-Home Caseworkers in Williamson County investigated 830 intakes of which 345 cases of abuse, neglect and/or exploitation were confirmed against our elderly Texans in 2021; and

WHEREAS, Elder abuse is grossly underreported because abused seniors find it very difficult to tell anyone because they feel ashamed and/or afraid; and

WHEREAS, Elder abuse victimizes men and women at all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated, and across the spectrum of neighborhoods and localities; and

WHEREAS, Many of the cases investigated by Texas APS may involve self-neglect, it is our calling as family, friends, and neighbors to reach out to people in need and to check in regularly with those who are seniors;

NOW, THEREFORE, the Williamson County Commissioners Court do hereby proclaim the month of June 2022 to be Elder Abuse Prevention Month in Williamson County and urge all citizens to work together in reducing and preventing abuse and neglect of our senior population.

Passed by Commissioners Court and Signed on this date: _____

_____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session **19.**

Meeting Date: 06/14/2022

Budget amendment for Elections 376 discretionary fund

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Elections Discretionary Fund.

Background

The Elections Department is in need of a budget amendment to cover the expenses caused by two factors that were unknown at the time the FY22 budget was created. These two factors being the 39% cost share the County needed to assume of the May 7, 2022 election due to the late inclusion of two State Constitutional Amendments on the May 7, 2022 ballot. The second factor was the poll worker pay increase that was approved by Commissioner's Court in March 2022 effective beginning with expenses related to the May 7th election.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0376.0376.004100	Professional Services	$100,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/09/2022 11:52 AM
Form Started By: Jenifer Favreau		Started On: 06/09/2022 10:54 AM
Final Approval Date: 06/09/2022		

Commissioners Court - Regular Session **20.**

Meeting Date: 06/14/2022

Approval of Agreement for Justice Center Renovations with J.T. Vaughn Construction, LLC for Facilities Management

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving agreement for Williamson County Justice Center Renovation with J.T. Vaughn Construction, LLC, in the amount of $1,286,303.00, per OMNIA Partners Contract #R200107, and authorizing the execution of the agreement. Funding Source is P595.

Background

This agreement and quote details the scope of work for the renovations at the Williamson County Justice Center located at 405 Martin Luther King Jr St, Georgetown, TX 78626. Funding Source is P595. Department Contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2022 10:38 AM
County Judge Exec Asst.	Becky Pruitt	06/09/2022 10:39 AM
Form Started By: Kerstin Hancock		Started On: 06/09/2022 09:05 AM
Final Approval Date: 06/09/2022		

CONTRACT FOR GENERAL CONSTRUCTION

(Cooperative Purchasing - OMNIA Partners Contract Number: R200107)

PROJECT:	**Williamson County Justice Center – New District-County-AG Courts Prep**	**("Project")**
GENERAL CONTRACTOR:	**J.T. Vaughn Construction, LLC** J. Thomas Vaughn, CEO 6604 N. Lamar Blvd. Austin, TX 78752	**("GC")**
ARCHITECT:	**Trenton H. Jacobs, AIA** Williamson County Architect 3101 SE Inner Loop Georgetown, TX 78626	**("Architect")**
COUNTY'S DESIGNATED REPRESENTATIVE:	**Williamson County Facilities Department** Attn: Director of Facilities 3101 SE Inner Loop Georgetown, Texas 78641 / 78626	

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document and all attachments (the "Effective Date"), by and between Williamson County, Texas, a body corporate and politic under the laws of the State of Texas ("County") and GC.

R E C I T A L S

WHEREAS, County desires to retain a GC for the renovation, remodel and preparatory construction work related to a new District Courtroom, new County Court at Law Courtroom and new Attorney General Courtroom at the Williamson County Justice Center (hereinafter called the "Project");

WHEREAS, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF WORK

GC 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 County's requirements. The Specifications and Drawings were prepared for County by Architect. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from Architect and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 RELATIONSHIP OF THE PARTIES
GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with Architect and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 GENERAL CONDITIONS

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **One Hundred Fifteen (115) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 LIQUIDATED DAMAGES
GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Seven Hundred Fifty Dollars ($750) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
GC REPRESENTATIONS

4.1
In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2
GC 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.

4.1.3
GC 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.

4.1.4
GC has considered the information known to GC; 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 GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by Architect is acceptable to GC.

4.1.8
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 SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **One Million, Two Hundred Eighty-Six Thousand, Three Hundred-Three Dollars ($1,286,303)**.

5.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.3 Owner's Contingency
County and Contractor acknowledge the Work subject of this Contract has become necessary due to recent legislation that created a new District Court and new County Court at Law in Williamson County. The passage of legislation and the upcoming appointment of judges for such newly created courts has caused time constraints that have not allowed for all of the drawings, plans and specifications to be fully completed as of the execution of this Contract. Therefore, County and Contractor anticipate the need for future Change Orders to be issued after the Work commences and the remainder of the drawings, plans and specifications are completed. To provide funding for such Change Orders, the following lump sum amount shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions:

One Hundred Twenty-Five Thousand Dollars ($125,000).

The Owner's Contingency is controlled solely by the County. Expenditures from the Owner's Contingency must be made by Change Order issued by the Architect and approved by the County in accordance with the General Conditions. Unless otherwise provided in the Contract Documents, the County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. Contractor shall not be entitled to any compensation from any unused amounts of the Owner's Contingency. For purposes of Local Government Code Section 262.031 (calculation for maximum change order cap), the Contract Sum set out in 5.1 above plus the Owner's Contingency set out in 5.3 above shall serve as the original contract price.

5.4 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.4.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.4.2
For Managing Subcontracted Work: GC may add up to **ten percent (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. For 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
PROJECT TEAM

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

Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving GC 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 GC 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 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 County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

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

J.T. Vaughn Construction, LLC
J. Thomas Vaughn, CEO
6604 N. Lamar Blvd.
Austin, TX 78752

GC shall have the right, from time to time, to change GC'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 GC under this Contract, GC'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 GC's Designated Representative on behalf of GC 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 GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

ARTICLE 7
NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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

GC: J.T. Vaughn Construction, LLC
6604 N. Lamar Blvd.
Austin, TX 78752

Attention: J. Thomas Vaughn, CEO

Either party may designate a different address by giving the other party **ten (10) days** written notice.

ARTICLE 8
DISPUTE RESOLUTION

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 GOVERNING LAW

This Contract 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 shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

9.4 ASSIGNMENT

County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 OTHER PROVISIONS

9.5.1

GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Construction Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC; and
5. The Construction Documents

ARTICLE 11
SIGNATORY WARRANTY

The undersigned signatory for GC 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 Company. 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, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. 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.

GC:	**County:**
J.T. Vaughn Construction, LLC	**Williamson County, Texas**
By: _____	By: _____
Signature	
J. Thomas Vaughn	
Printed Name	Printed Name
CEO	
Title	As Presiding Officer of the Williamson County Commissioners Court
	Title
Date Signed: May 31, 2022	Date Signed: _____

Williamson County

Attn: Angel Gomez
3101 SE Inner Loop
Georgetown TX 78626

WILCO Justice Center Renovations

VAUGHN

ESTIMATE SUMMARY

Date: **5.27.21**

Construction Cost Summary - Renovation		
01 - General Conditions		
Project Manager	$	20,400
Project Supervision	$	55,300
Project Staff	$	18,000
General Cleanup	$	17,721
Temporary Protection	$	3,500
Safety	$	960
Temporary Utilities	$	4,440
Drinking Water	$	-
	$	-
02 - Removals (Demolition)	$	10,152
03 - Concrete	$	4,850
04 - Masonry	$	-
05 - Metals	$	-
06 - Woods, Plastics, and Composites	$	363,445
07 - Thermal and Moisture Protection	$	3,500
08 - Openings	$	39,375
09 - Finishes (Painting)	$	223,748
10 - Specialties (Trim)	$	3,500
11 - Equipment	$	-
12 - Furnishings	$	-
13 - Special Construction	$	-
14 - Conveying Equipment	$	-
21 - Fire Suppression	$	-
22 - Plumbing	$	21,391
23 - HVAC	$	35,000
26 - Electrical	$	162,066
27 - Communications	$	11,330
28 - Electronic Safety and Security	$	-
31 - Earthwork	$	-
32 - Exterior Site Improvements	$	-
33 - Utilities	$	-
Cost of Work Subtotal		$998,677
Owners Contingency		$125,000
Fee		112,367.75
OMNIA R200107		-
Bond and Insurances		50,257.60
Total Construction Cost - Building Expansion		**$1,286,303**

Notes:

1 Proposal includes performing work during normal hours
2 Proposal does not include lead paint abatement
3 Proposal does not Fire Protection Systems
4 Proposal does not include locating or removing asbestos or other hazardous materials
5 Proposal does not include masonry/stucco repair
6 Proposal does not include a temporary door while the existing are being rebuilt.
7 Proposal includes a 1 year workmanship warranty
8 Proposal does not included security systems
9 Proposal does not include RTU or any additional supply to the HVAC System.
10 Proposal assumes uses of building restrooms for construction

Commissioners Court - Regular Session **21.**

Meeting Date: 06/14/2022

2013 Road Bond Transfer

Submitted By: Tomika Lynce, 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 transfer $300,000 from P284 (Hairy Man Road), $1,000,000 from P277 (CR 258 Extension), $500,000 from P459 (Corridor C/SH 29 Bypass) and $200,000 from P290 (2013 Road Bond Unallocated) to P596 (2013 Road Bond ROW). Also, to close P293 (Kauffman Loop Ph 1) and move the remaining funds of $350,001.80 to P596 (2013 Road Bond ROW).

Background

This transfer is necessary to create P596 (2013 Road Bond ROW) and to close P293 (Kauffman Loop Ph1).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/09/2022 10:34 AM
Form Started By: Tomika Lynce		Started On: 06/08/2022 07:11 PM
Final Approval Date: 06/09/2022		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

June 8, 2022

Re: 2013 Road Bond Project Budget Closure and Adjustment

Dear Ms. Lynce,

Please process the following 2013 Road Bond budget adjustment as well as close the indicated projects:

- Move $300,000.00 from P284 Hairy Man Road to a new P# for ROW acquisition;
- Close P293 Kauffman Loop Ph 1 and move remaining balance to new P# for ROW acquisition;
- Move $1,000,000.00 from P277 CR 258 Extension to new P# for ROW acquisition;
- Move $500,000.00 from P459 Corridor C/SH 29 Bypass to new P# for ROW acquisition;
- Move $200,000.00 from P290 2013 Road Bond Unallocated to new P# for ROW acquisition.

If you have any questions, please let me know.

Thank you

Michael J. Weaver

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **22.**

Meeting Date: 06/14/2022

Approval of Purchase of Road Rescue Asphalt Repair with Blades Group, LLC for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the quote with Blades Group, LLC for RA-BLK Road Rescue Asphalt Repair, TXDOT Specification 330D in the amount of $163,680.00 pursuant to BuyBoard Contract# 612-20, and authorizing the purchase.

Background

The Road and Bridge Department submitted requisition #129050 for the purchase of 1200 tons of RA-BLK Road Rescue Asphalt Repair, TXDOT Specification 330D from the Blades Group, LLC for department projects. The attached quote shows the itemized pricing for this order and the coop has confirmed this is in accordance with the vendor's BuyBoard contract. Funding source is 01.0200.0210.003550. Point of contact is Daribel Texidor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2022 10:21 AM
County Judge Exec Asst.	Becky Pruitt	06/09/2022 10:33 AM
Form Started By: Stephanie Robles		Started On: 06/08/2022 12:05 PM
Final Approval Date: 06/09/2022		

To: Williamson County

Attn: Shea Webb

Date: 6-2-22

Contract: Buyboard 612-20



Item: RA-BLK Road Rescue Asphalt Repair, TXDOT Specification 330D

Qty: Approx 23-26 Tons Per Load
Qty Needed: 1200 Tons
Price: $136.40/Ton
Estimated Total: $163,680

PRICING IS DELIVERED TO CUSTOMER
FULL TRUCKLOAD ONLY
REAR DUMP ONLY

BLADES GROUP LLC., 3 FM 1403 UVALDE, TX 78801, PH: 830-278-1211, FX: 830-591-1824

Commissioners Court - Regular Session **23.**

Meeting Date: 06/14/2022

T5045 - CR 404 Hutto Water Line Realignment - Change Order #1(Water Line Size)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of ($232,550.27) for Project T5045 - CR 404 Hutto Water Line Realignment (Austin Underground, Inc.). This Change Order was previously approved during Commissioners Court on June 7, 2022 (Agenda Item #40) but was incorrectly listed as Change Order No. 6 in the agenda item. This new agenda item and action corrects the Change Order numbering. Precinct 4, Funding Source: Road Bond P390.

Background

This agenda item only corrects Change Order number included in the June 7th agenda. There are no revisions to the Change Order itself, which is summarized below.

This Change Order revises the original water line pipe design from 18 inch ductile iron to 24 inch HDPE pipe. The change in pipe size and material was necessary to meet the increased demand in water and to alleviate the availability issues of ductile iron pipe. Due to the Contract value of this requested change, the 24 inch HDPE pipe material and the fusion of that pipe is also being removed from this Contract (T5045) and will be bid under a separate Contract (22IFB96). Portable concrete traffic barrier (CTB) is also being added to the Contract, to improve the work zone safety.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
512-6001	PORT CTB (FURN & INSTL)(SGL SLOPE)(TY 1)	120.00	LF
512-6049	PORT CTB (REMOV)(SGL SLOPE)(TY 1)	120.00	LF
545-6005	CRASH CUSHION ATTEN. (REMOV)	4.00	EA
545-6019	CRASH CUSHION ATTEN. (INSTL)(S)(N)(TL3)	4.00	EA
501S-36	Jacking or Boring, 36" Steel Pipe, ASTM A134	789.00	LF
G4.05	Concrete Trench Cap (6" Thick, 2000 PSI)	5.00	CY
SP.W3.21.G	Valves, Butterfly 24" Dia.	11.00	EA
SP.W3.21.F	Drain Valve Assembly, including valve and pipe	10.00	EA
SS.W5.9.B24	24" HDPE Fittings	10.00	EA
SS.W5.9.C24	24" HDPE MJ Adapter	24.00	EA
SS.W5.9.C6	6" HDPE MJ Adapter	10.00	EA
SS.W5.9.A24-IO	Pipe, 24" Dia. HDPE (DIPS Size), DR11 (200psi), Complete in Place, excavation and backfill (Materials and Fusion not included)	14,967.00	LF

This Change Order results in a net decrease of $232,550.27 to the Contract amount, for an adjusted Contract total of $2,665,088.73. The original Contract amount was $2,897,639.00. As a result of this and all Change Orders to-date, $232,550.27 has been deducted from the Contract, resulting in an 8.03% net decrease in the overall Contract cost. As a result of this Change Order, (0) days will be added to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T5045-CR 404 Hutto Water Line Realignment Change Order #1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/09/2022 10:54 AM
Form Started By: Julissa Vasquez		Started On: 06/08/2022 09:00 AM
Final Approval Date: 06/09/2022		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Austin Underground, Inc.**

2. Change Order Work Limits: Sta. **10+00** to Sta. **136+51**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **3F, 3L** (3 Max. - In order of importance - Primary first)

Project:	***T5045***
Roadway:	**CR 404**
CSJ Number:	

5. Describe the work being revised:

3F. County Convenience. Additional work desired by the County. This Change Order revises the original water line pipe design from 18 inch ductile iron to 24 inch HDPE pipe. Due to the Contract value of this requested change, the 24 inch HDPE pipe material and the fusion of that pipe is also being removed from this Contract and will be bid under a separate Contract. Portable concrete traffic barrier (CTB) is also being added to the Contract, to improve the work zone safety.

6. Work to be performed in accordance with Items: **See attached.**

7. New or revised plan sheet(s) are attached and numbered: **C-002, 003, 100, 301 to 338, 401 and 501 to 503**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 5-18-22

By

Typed/Printed Name Valentin J Gomez Jr

Typed/Printed Title Sr. PM

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **($232,550.27)**

RECOMMENDED FOR EXECUTION:

5/31/2022
Project Manager Date

N/A
Design Engineer Date

5/31/2022
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1 ***Project # T5045***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	$1,900.00	2.00	$3,800.00	1.00	3.00	$5,700.00	$1,900.00
512-6001	PORT CTB (FURN & INSTL)(SGL SLOPE)(TY 1	LF	$27.50	0.00	$0.00	120.00	120.00	$3,300.00	$3,300.00
512-6009	PORT CTB (FURN & INST)(LOW PROF)(TY 1)	LF	$54.00	200.00	$10,800.00	160.00	360.00	$19,440.00	$8,640.00
512-6010	PORT CTB (FURN & INST)(LOW PROF)(TY 2)	LF	$54.00	120.00	$6,480.00	40.00	160.00	$8,640.00	$2,160.00
512-6049	PORT CTB (REMOV)(SGL SLOPE)(TY 1)	LF	$17.25	0.00	$0.00	120.00	120.00	$2,070.00	$2,070.00
512-6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	$12.00	200.00	$2,400.00	160.00	360.00	$4,320.00	$1,920.00
512-6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	$12.00	120.00	$1,440.00	40.00	160.00	$1,920.00	$480.00
545-6005	CRASH CUSHION ATTEN. (REMOV)	EA	$1,225.00	0.00	$0.00	4.00	4.00	$4,900.00	$4,900.00
545-6019	CRASH CUSHION ATTEN. (INSTL)(S)(N)(TL3)	EA	$8,800.00	0.00	$0.00	4.00	4.00	$35,200.00	$35,200.00
501S-30	Jacking or Boring, 30" Steel Pipe, ASTM A134	LF	$770.00	579.00	$445,830.00	(579.00)	0.00	$0.00	($445,830.00)
CIP11.06.B	Trench Excavation Safety Protection Systems (All Depths)	LF	$1.00	12,072.00	$12,072.00	2,246.00	14,318.00	$14,318.00	$2,246.00
G2.07	SITE PREPARATION	STA	$500.00	136.50	$68,250.00	13.50	150.00	$75,000.00	$6,750.00
G6.09.A-RB	ROCK BERM	LF	$42.00	253.00	$10,626.00	189.00	442.00	$18,564.00	$7,938.00
G6.09.A-SF	SILT FENCE	LF	$3.00	12,581.00	$37,743.00	3,211.00	15,792.00	$47,376.00	$9,633.00
G7.09	BROADCAST SEEDING	SY	$1.00	35,938.00	$35,938.00	25,893.00	61,831.00	$61,831.00	$25,893.00
W1.17.A	Ductile Iron Fitings (C-153 Weight Schedule)	TON	$5,000.00	5.00	$25,000.00	(4.00)	1.00	$5,000.00	($20,000.00)
W1.17.A.18/ W2.10.A.18	Pipe, 18" Dia. DI CL-250 or PVC C-900, pressure-rated for 250 psi, Complete in Place, Including Excaation and Backfill	LF	$115.00	7,342.00	$844,330.00	(7,342.00)	0.00	$0.00	($844,330.00)
W1.17.AR.18/ W2.10.AR.18	Restrained Pipe, 18" Dia. DI CL-250 or PVC C-900, pressure-rated for 250 psi, Complete in Place, Including Excavation andn Backfill	LF	$150.00	5,309.00	$796,350.00	(5,309.00)	0.00	$0.00	($796,350.00)
W3.21.A18	VALVES, GATE 18" DIA.	EA	$17,000.00	9.00	$153,000.00	(9.00)	0.00	$0.00	($153,000.00)
W3.21.ARV2	AIR RELEASE VALVES, 2"	EA	$6,500.00	8.00	$52,000.00	1.00	9.00	$58,500.00	$6,500.00
W4.04.24	Encasement Pipe, 30" Dia., Steel (7/16" Thickness)	LF	$280.00	91.00	$25,480.00	(91.00)	0.00	$0.00	($25,480.00)
TOTALS					$2,531,539.00			$366,079.00	($2,165,460.00)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *1* ***Project #*** *T5045*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	**DESCRIPTION**	**UNIT**	**UNIT PRICE**	**QUANTITY**	**ITEM COST**	**QUANTITY**	**QUANTITY**	**ITEM COST**	**OVERRUN/ UNDERRUN**
SP.W1.17.D	Waterline Marker	EA	$230.00	30.00	$6,900.00	10.00	40.00	$9,200.00	$2,300.00
SP.W3.21.F	Drain Valve Assembly including valve and pipe	EA	$6,600.00	8.00	$52,800.00	1.00	9.00	$59,400.00	$6,600.00
501S-36	Jacking or Boring, 36" Steel Pipe, ASTM A134	LF	$775.00	0.00	$0.00	789.00	789.00	$611,475.00	$611,475.00
G4.05	Concrete Trench Cap (6" Thick, 2000 PSI)	CY	$550.00	0.00	$0.00	5.00	5.00	$2,750.00	$2,750.00
SP.W3.21.G	Valves, Butterfly 24" Dia.	EA	$8,250.00	0.00	$0.00	11.00	11.00	$90,750.00	$90,750.00
SP.W3.21.F	Drain Valve Assembly, including valve and pipe	EA	$4,500.00	0.00	$0.00	10.00	10.00	$45,000.00	$45,000.00
SS.W5.9.B24	24" HDPE Fittings	EA	$2,200.00	0.00	$0.00	10.00	10.00	$22,000.00	$22,000.00
SS.W5.9.C24	24" HDPE MJ Adapter	EA	$2,200.00	0.00	$0.00	24.00	24.00	$52,800.00	$52,800.00
SS.W5.9.C6	6" HDPE MJ Adapter	EA	$380.00	0.00	$0.00	10.00	10.00	$3,800.00	$3,800.00
SS.W5.9.A24-IO	Pipe, 24" Dia. HDPE (DIPS Size), DR11 (200psi), Complete in Place, excavation and backfill (Materials and Fusion not included)	LF	$73.19	0.00	$0.00	14,967.00	14,967.00	$1,095,434.73	$1,095,434.73
The "Totals" from Table B of the previous work sheet:					$2,531,539.00			$366,079.00	($2,165,460.00)
TOTALS					$2,591,239.00			$2,358,688.73	($232,550.27)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 404 Hutto Water Line
Williamson County Project No. T5045

Change Order No. 1
Reason for Change

This Change Order revises the original water line pipe design from 18 inch ductile iron to 24 inch HDPE pipe. The change in pipe size and material was necessary to meet the increased demand in water and to alleviate the availability issues of ductile iron pipe. Due to the Contract value of this requested change, the 24 inch HDPE pipe material and the fusion of that pipe is also being removed from this Contract (T5045) and will be bid under a separate Contract (22IFB96). Portable concrete traffic barrier (CTB) is also being added to the Contract, to improve the work zone safety.

The following new item will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
512-6001	PORT CTB (FURN & INSTL)(SGL SLOPE)(TY 1)	120.00	LF
512-6049	PORT CTB (REMOV)(SGL SLOPE)(TY 1)	120.00	LF
545-6005	CRASH CUSHION ATTEN. (REMOV)	4.00	EA
545-6019	CRASH CUSHION ATTEN. (INSTL)(S)(N)(TL3)	4.00	EA
501S-36	Jacking or Boring, 36" Steel Pipe, ASTM A134	789.00	LF
G4.05	Concrete Trench Cap (6" Thick, 2000 PSI)	5.00	CY
SP.W3.21.G	Valves, Butterfly 24" Dia.	11.00	EA
SP.W3.21.F	Drain Valve Assembly, including valve and pipe	10.00	EA
SS.W5.9.B24	24" HDPE Fittings	10.00	EA
SS.W5.9.C24	24" HDPE MJ Adapter	24.00	EA
SS.W5.9.C6	6" HDPE MJ Adapter	10.00	EA
SS.W5.9.A24-IO	Pipe, 24" Dia. HDPE (DIPS Size), DR11 (200psi), Complete in Place, excavation and backfill (Materials and Fusion not included)	14,967.00	LF

This Change Order results in a net decrease of $232,550.27 to the Contract amount, for an adjusted Contract total of $2,665,088.73. The original Contract amount was $2,897,639.00. As a result of this and all Change Orders to-date, $232,550.27 has been deducted from the Contract, resulting in an 8.03% net decrease in the overall Contract cost. As a result of this Change Order, (0) days will be added to the contract.

HNTB Corporation
Oscar Salazar-Bueno, P.E.

WILLIAMSON COUNTY

CR 404 HUTTO 24 INCH WATER LINE REALIGNMENT

PRECINCT NUMBER 4

WILLIAMSON COUNTY PROJECT NO. IFB T5045

CLASSIFICATION & POSTED SPEED:
CR 404 RURAL MAJOR COLLECTOR 40 MPH
FM 973 RURAL MINOR ARTERIAL 65 MPH

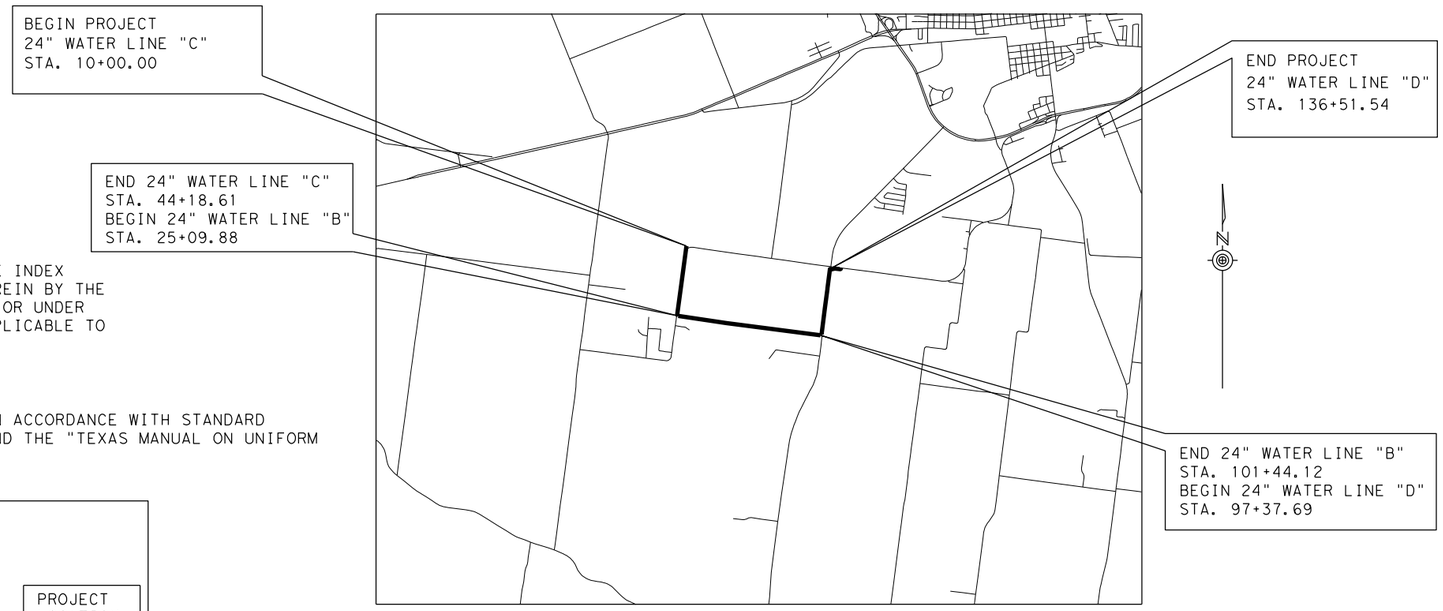
AVERAGE DAILY TRAFFIC (ADT):
CR 404 252 (2021) 348 (2041)
FM 973 5758 (2021) 7975 (2041)

PROJECT LIMITS: ALONG FUTURE COUNTY ROAD FROM CR 404 TO CR 404 AT FM 973

FOR THE RELOCATION OF AN EXISTING CITY OF HUTTO TRANSMISSION MAIN WITH VALVES, APPURTENANCES, ENCASEMENT PIPE, JACK AND BORE, AND PRESSURE TAPS ONTO THE EXISTING MAIN

INDEX OF SHEETS

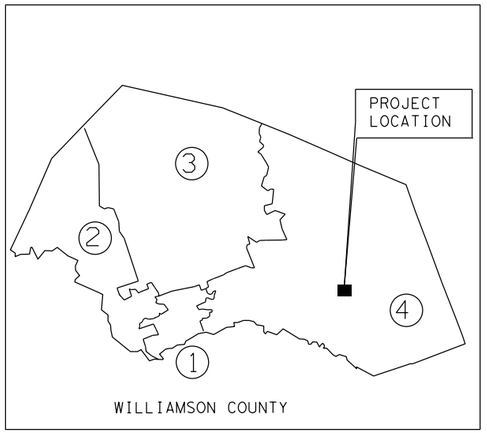
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES
3	SURVEY NOTES
4	KEY MAP
5 - 42	WATER LINE P&P SHEETS
43	EROSION CONTROL STANDARD DETAILS
44 - 45	STANDARD WATER DETAILS
46	HDPE WATER DETAILS
47 - 63	TXDOT TRAFFIC CONTROL STANDARDS



VICINITY MAP
N.T.S.

THE STANDARD DRAWINGS SHOWN IN THE INDEX OF SHEETS ABOVE AND IDENTIFIED HEREIN BY THE SYMBOL * HAVE BEEN SELECTED BY ME OR UNDER MY DIRECT SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(1)-14 THRU BC(12)-14 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.:



WILLIAMSON COUNTY

TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

PREPARED BY:
COBBFENDLEY (DESIGN CONSULTANT)

KRISTEN VAN HOOSIER, P.E. — 3/30/2022 DATE
PROJECT MANAGER

WILLIAMSON COUNTY
1848

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APPROVED BY:
WILLIAMSON COUNTY

HONORABLE BILL GRAVELL, JR. — DATE
WILLIAMSON COUNTY JUDGE

APPROVED BY:
WILLIAMSON COUNTY

COMMISSIONER RUSS BOLES — DATE
WILLIAMSON COUNTY PRECINCT 4

APPROVED BY:
HNTB CORPORATION

RICHARD L RIDINGS, PE — DATE
ROAD BOND MANAGEMENT TEAM

City Of Hutto - General Construction Notes

Updated March 2019

1. The contractor is to contact one of the following:
   Texas811 811
   Lone star 1-800-669-8344
   For location of existing facilities at least 48 hours prior to commencement of any construction activities.
2. Prior to any construction, the design engineer shall convene a preconstruction conference between the City of Hutto, himself, the contractor, other utility companies, any affected parties and any other entity the City or engineer may require. If construction is not started on the site within 30 calendar days after the pre-construction conference, the engineer shall convene a new preconstruction conference between the City of Hutto, himself, and all the above mentioned entities.
3. Prior to any changes to the construction site, video of the site must be taken and provided to the City before construction commences.
4. All construction operations shall be performed in accordance with City of Hutto Engineering Manual and standard construction specifications and details. If City of Hutto Engineering Manual unavailable, or not applicable, refer to TxDOT and/or City of Georgetown Manual, standards and/or specifications.
5. All storm sewer bends and wyes shall be prefabricated.
6. All storm sewer mains to be field-tested for water tightness no sooner than 30 days after total completion of the storm sewer lines.
7. All storm sewer mains to be video taped by camera no sooner than 30 days after total completion of the storm sewer lines. Two digital copies shall be supplied to the City before closeout. All storm sewer conduits will be inspected by the city before city acceptance, video must show details of all irregularities or offsets (minimum 10 seconds of video time).
8. All construction operations shall be accomplished in accordance with applicable regulations of the U.S. Occupational Safety and Health Administration. OSHA standards may be purchased from the government printing office; information and related reference materials may be purchased from OSHA, 611 e. 6th Street, Austin, Texas.
9. Contractor shall take all due precautions to protect existing facilities from damage. Any damage incurred to existing facilities as a result of construction operations to be repaired immediately by the contractor, at no additional cost to owner.
10. Contractor to give notice to all authorized inspectors, superintendents or persons in charge of public and private utilities affected by his operations at least 48 hours prior to commencement of work.

11. Contractor to comply with all applicable local, state, and federal requirements regarding excess and waste material, including methods of handling and disposal.
12. Contractor to coordinate interruptions of all utilities and services. All work to be in accordance with the requirements of the applicable utility company or agency involved.
13. When un-located or incorrectly located, a break in utility lines, or other utilities and services are encountered during site work operations, contractor shall notify the applicable utility company immediately to obtain procedure directions. Contractor shall cooperate with the applicable utility company in maintaining active services in operation.
14. Contractor to locate, protect, and maintain benchmarks, monuments, control points and project engineering reference points. Re-establish disturbed or destroyed items by registered professional land surveyor in the State of Texas, at no additional cost to owner.
15. When construction is being carried out within easements, the contractor shall confine his work to within the permanent and temporary easements. Prior to final acceptance, the contractor shall be responsible for removing all trash and debris within the permanent and temporary easements. Clean-up shall be to the satisfaction of the engineer.
16. The contractor and the engineer shall keep accurate records of all construction that deviates from the plans. Accurate "record" drawings will be provided to the City of Hutto, along with a letter certification from a registered professional engineer licensed in the State of Texas, stating that said project has been constructed in accordance with these plans, prior to the owner being issued a certification of completion and final acceptance. These "record" drawings shall meet with the satisfaction of the Engineering and Development Services Departments prior to final acceptance.
17. Contractor shall strip six (6) inches of topsoil from all areas subject to grade modification. Remove all areas of weak soil.
18. The contractor shall protect all existing fences. In the event that a fence must be removed, the contractor shall replace said fence or portion thereof with the same type of fencing to a quality of equal or better than the original fence.
19. Upon completion of the project, the site(s) as defined herein shall be cleaned of all debris and left in a neat and presentable condition.
20. All adjoining pavement sections shall be protected during all phases of construction and any damages incurred due to contractor's operation shall be repaired and/or replaced at the contractor's expense.
21. Contractor to control dust caused by the work and comply with pollution control regulations of governing authorities (no separate pay).
22. Traffic controls to be installed in accordance with the current TxDOT manual on uniform traffic control devices and TxDOT barricade and construction standards.
23. Revegetate all disturbed areas upon completion of the work per City of Georgetown construction standards.

24. Contractor to exercise caution during construction near and around gas lines and power lines.
25. No work is to be performed between the hours of 6:00 p.m. and 7:00 a.m. all work requiring City inspection shall be performed Monday thru Friday. The City reserves the right to require the contractor to uncover all work performed without inspection.
26. The Contractor shall determine the exact location vertically and horizontally of all existing utilities prior to commencing work, and shall notify the engineer and the City if the existing utility location and depths are different from what is shown on the plans. The contractor agrees to be fully responsible for any and all damages which might be associated by the contractor's failure to exactly locate and preserve any and all underground utilities.
27. All Fire Lines shall be ductile iron.
28. Detectable tape shall be used for all underground utilities. Tape must be 12" wide 5 mil with applicable color and label.
29. Contractor will be responsible for keeping roads and drives adjacent to and near the site free from soil, sediment and debris. Contractor will not remove soil, sediment or debris from any area or vehicle by means of water, only shoveling and sweeping will be allowed. Contractor will be responsible for dust control from the site.
30. The Contractor shall be responsible for all damage to private property which occurs as a result of any portion of this project. Any damage to private property shall be repaired to equal or better condition. The Contractor shall pay and/or settle with private property owner(s) for all cost related to damage. The City will not provide separate pay for repair of damages, reimbursements or settlements.

City of Hutto - Erosion, Sedimentation and Tree Protection Notes

Updated August 2018

1. The Contractor to install and maintain erosion/sedimentation controls and tree/natural area protective fencing prior to any site preparation work (clearing, grubbing, grading, or excavation). Contractor to remove erosion/sedimentation controls at the completion of the project and grass restoration.
2. The placement of erosion/sedimentation controls to be in accordance with the approved erosion and sedimentation control plan and water pollution abatement plan. Deviations from the approved plan must be submitted to and approved by the owner's representative.
3. All planting shall be done between May 1st and September 15th except as specifically authorized in writing. If planting is authorized to be done outside the date specified, the seed shall be planted with the addition of winter fescue (Kentucky 31) at a rate of 100 lbs/acre. Grass shall be common Bermuda Grass, hulled, minimum 82% pure live seed. All grass seed shall be free from noxious weed, grade "A" recent crop, cleaned and treated with appropriate fungicide at time of mixing. Seed shall be furnished in sealed, standard containers with dealer's guaranteed analysis.
4. All disturbed areas to be restored as noted in the water pollution abatement plan.
5. The planted area to be irrigated or sprinkled in a manner that will not erode the topsoil, but will sufficiently soak the soil to a depth of four inches (4"). The irrigation to occur at 10-day intervals during the first two months to insure germination and establishment of the grass. Rainfall occurrences of one half and inch (1/2") or greater to postpone the water schedule one week.
6. Restoration to be acceptable when the grass has grown at least one and one half inches (1.5") high with 95% coverage, provided no bare spots larger than twenty-five square feet exist.
7. A minimum of four inches (4") of topsoil to be place in all area disturbed by construction.
8. The contractor to hydro mulch or sod (as shown on plans) all exposed cuts and fills upon completion of construction.
9. Erosion and sedimentation controls to be installed or maintained in a manner which does not result in soil buildup within tree drip line.
10. To avoid soil compaction, contractor shall not allow vehicular traffic, parking, or storage of equipment or materials in the tree drip line area.
11. Where a fence is closer than four feet (4') to a tree truck, protect the trunk with strapped-on planking to a height of eight feet (8'), or the limits of lower branching, in addition to the fencing.
12. Trees to be removed in a manner which does not impact trees to be preserved.
13. Any root exposed by the construction activity to be pruned flush with the soil. Backfill root area with good quality topsoil as soon as possible. If exposed root areas are not

backfilled within two days, cover them with organic matter in a manner which reduces soil temperature and minimizes water loss due to evaporation.

14. Contractor to prune vegetation to provide clearance for structure, vehicular traffic, and equipment before damage occurs (ripping of branches, etc.). All finished pruning to be done according to recognized, approved standards of the industry (reference the "National Arborist Association Pruning Standards for Shade Trees").
15. The contractor is to inspect the controls at weekly intervals and after every rainfall exceeding one-quarter inch (1/4") to verify that they have not been significantly disturbed. Any accumulated sediment after a significant rainfall to be removed and placed in the owner designated spoil disposal site. The contractor to conduct periodic inspections of all erosion/sedimentation controls and to make any repairs or modifications necessary to assure continued effective operation of each device.
16. Where there is to be an approved grade change, impermeable paving surface, tree well, or other such site development immediately adjacent to a protected tree, erect the fence approximately two to four feet (2'-4') behind the area in question.
17. No above and/or below ground temporary fuel storage facilities to be stored on the project site.
18. If erosion and sedimentation control systems are existing from prior contracts, owner's representative and the contractor to examine the existing erosion and sedimentation control systems for damage prior to construction. Any damage to preexisting erosion and sedimentation controls noted to be repaired at owner's expense.
19. Intentional release of vehicle or equipment fluids onto the ground is not allowed. Contaminated soil resulting from accidental spill to be removed and disposed of properly.

City of Hutto - Water Notes

Updated March 2019

1. Water systems shall be constructed in accordance with City of Hutto Engineering Manual, standard specifications and standard details.
2. Fire hydrants on mains under construction shall be securely wrapped with a poly wrap bag and taped into place. The poly wrap shall be removed when the mains are accepted and brought into service. All fire lines shall be ductile. iron
3. All water service, wastewater service, and valve locations shall be appropriately marked as follows:
   A. Water Service "W" on top of curb
   B. Valve "V" on top of curb or valve sign as instructed by City Engineer
4. Tools for marking curbs shall be provided by the Contractor. Other appropriate means of marking service and valve locations shall be provided in areas without curbs. Such means of marking shall be specified by the engineer and approved by the City of Hutto.
5. Thrust blocking and restraints shall be in accordance with City of Hutto standard specifications.
6. Hydrostatic pressure and leakage tests shall be performed on all pressure pipelines carrying water.
7. All newly installed pipes and related products must conform to American National Standards Institute must be certified by an organization accredited by ANSI.
8. Pipe material for water mains shall be PVC (AWWA C900/C905, MIN. DR 14), or Ductile Iron (AWWA C151, MIN. CLASS 350). Water services (2" OR SMALLER) shall be polyethylene tubing (BLACK, 200 PSI, DR 9).
9. All ductile iron pipe (D.I.P) shall be wrapped with eight (8) MIL, black virgin polyethylene wrap as specified in ANSI/AWWA C105/A21.5.
10. All D.I.P. shall be lined with virgin polyethylene conforming to ASTM D-1248; 40 MIL thickness (nominal), 35 MILS (minimum). Liner to be Polybond or equal. At any point where D.I.P. cannot be wrapped in polyethylene, coat the exterior with Polybond or approved equal.
11. All PVC pipe (all types and SDR/DR wall thickness to be used) shall have rubber gasket equipped bell and spigot joints conforming to ASTM D-3212. The gasket material shall conform to ASTM F-477. Solvent welded joints will not be approved for this project.
12. All potable waterlines and sanitary sewer facilities must be installed so as to provide a minimum of nine feet of clearance in any direction between them. Where the nine foot separation distance cannot be achieved, follow these special procedures.
    A. If a collection system pipe parallels a public water supply pipe the following requirements apply:
       I. A collection system pipe must be constructed of cast iron, ductile iron, or PVC meeting ASTM specifications with at least 150 pounds per square inch (PSI) pressure rating for both the pipe and joints.

       II. Vertical separation must be at least two feet between the outside diameters of the pipes.
       III. Horizontal separation must be at least four feet between outside diameters of the pipes.
       IV. Collection system pipe must be below water supply pipe.
    B. If a collection system pipe crosses a public water supply pipe, the following requirements apply:
       I. If a collection system is constructed of cast iron, ductile iron, or PVC with a minimum pressure rating of 150 PSI, the following requirements apply:
          a. A minimum distance of six (6) inches between outside diameters of the pipes.
          b. A collection system pipe must be below a public water supply pipe.
          c. Collection system pipe joints must be located as far as possible from an intersection with a public water supply line.
       II. If a collection system crosses over a public water supply pipe, each portion of a collection system pipe within nine feet of a public water supply pipe must be constructed of cast iron, ductile iron, or PVC pipe with a pressure rating of at least 150 PSI using appropriate adapters.
13. The Contractor must obtain a temporary water meter from the City of Hutto Utility Billing Department for all water used during construction.
14. Contractor to schedule water valve closure through City of Hutto: Department of Public Works – Utility Division with advance notice of 7 days. Contractor to contact public works at phone # 512-759-4016 and notify construction inspector. Water valve closure will only be scheduled for Tuesday through Thursday. Contractor to notify all businesses and residents affected by valve closures. Closures must be coordinated to minimize effects on existing customers with considerations given to businesses that require water to maintain operations.
15. Line flushing or any activity using a large quantity of water must be scheduled with the City of Hutto. Contractor will be responsible for tracking the amount of water used during flushing and be required to reimburse the city for water use, if not already metered.
16. The Contractor, at his expense, shall perform sterilization of all potable water lines and shall provide all equipment necessary (including test gages), supplies (including concentrated chlorine disinfection material) and necessary labor required for the sterilization procedure. The sterilization procedure shall be monitored by the Engineer and a City of Hutto Construction Inspector. Water samples will be collected to verify each treated line has attained an initial chlorine concentration of 50 ppm.
17. An independent qualified lab, at the Contractor's expense, shall perform quality testing for all wastewater pipe installed and pressure hydrostatic testing of all water lines constructed. The contractor shall provide all equipment (including pumps and gages), supplies, and labor necessary to perform the tests. A City of Hutto Construction Inspector must be present for all testing.

18. The Contractor shall provide the engineer and the city not less than 24 hours notice prior to performing sterilization, quality testing, or pressure testing.
19. The Contractor shall not open or close any valves unless authorized by the City of Hutto.
20. All valve boxes and covers shall be cast iron per City of Hutto standard details.
21. All manholes shall be concrete with cast iron ring and cover. All manholes located outside of pavement shall have bolted and gasketed covers. Concrete manholes to be coated per standard detail and construction specifications. Tapping of fiberglass manholes shall not be permitted.
22. All fire lines shall be ductile iron pipe (AWWA C-100, Class 200).
23. All fire hydrants shall be silver in color including bonnet and installed per City of Hutto Standard detail.
24. All water piping and fittings shall be virgin stock.
25. All mechanical restraints shall be installed per manufacturer's specifications.
26. Along State Highways, water lines are required on both sides of the roadway. New water lines crossing existing streets shall be placed by boring. A steel casing shall be required under major and minor collector roadways, arterial roadways and State Highway. Open cut excavation will not be allowed to cross existing streets, unless approved by the City Engineer.
27. All new water pipes must have detectable tape per City of Hutto Standard Detail.
28. All automatic flush valves must use a meter to measure water loss.
29. Tracer wire will be tested and must work correctly before City acceptance of infrastructure. Tracer wirer must be encased in pipe.
30. All reduced size taps shall be made using an epoxy coated fabricated steel tapping sleeve with stainless steel bolts, or a stainless steel full circle tapping sleeve with ductile iron flange.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9700 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

GENERAL NOTES

CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

PROJ. NO.	1903-099-05-57
DESIGN:	R. RODRIGUEZ
DRAWN:	R. RODRIGUEZ
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
DATE:	3/29/2022

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-002
2 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-002-GNOT.dwg — Tab: GNOT-01 — Plotted: 3/28/2022 3:44 PM By: KRISTEN VAN HOOSIER

NOTES:

1. ALL PROJECT COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE (4203), NAD 83/93/NAVD 88 (GEIOD12B). ALL COORDINATES SHOWN HEREIN ARE ADJUSTED TO SURFACE BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352.

2. UNITS: U.S. SURVEY FEET

Horizontal Alignment Report

****

Report Date: 3/30/2022 3:28:01 PM
Alignment Name: WL-C
Station Range: Start: 10+00.00, End: 44+18.61
Description: ALONG CR 404

****

Begin WL-C
N 10,172,005.06 E 3,198,158.67 10+00.00

Line (1)
S7° 33' 01"W 358.84'
N 10,171,649.34 E 3,198,111.52 13+58.84
Line (1)

Line (2)
S7° 34' 16"W 1,440.38'
N 10,170,221.51 E 3,197,921.74 27+99.22
Line (2)

Line (3)
S7° 28' 51"W 500.54'
N 10,169,725.23 E 3,197,856.58 32+99.75
Line (3)

Line (4)
S7° 34' 33"W 1,109.17'
N 10,168,625.75 E 3,197,710.34 44+08.92
Line (4)

Line (5)
S37° 28' 20"E 9.69'
N 10,168,618.06 E 3,197,716.24 44+18.61
Line (5)

N 10,168,618.06 E 3,197,716.24 44+18.61
End WL-C

****

Alignment Length: 3,418.61'

****

Horizontal Alignment Report

****

Report Date: 3/30/2022 3:28:01 PM
Alignment Name: WL-B
Station Range: Start: 25+09.88, End: 101+44.12
Description: ALONG FCR, REDESIGNED

****

Begin WL-B
N 10,168,618.06 E 3,197,716.24 25+09.88

Line (1)
S82° 12' 22"E 7,634.24'
N 10,167,582.77 E 3,205,279.95 101+44.12
Line (1)

N 10,167,582.77 E 3,205,279.95 101+44.12
End WL-B

****

Alignment Length: 7,634.24'

****

Horizontal Alignment Report

****

Report Date: 3/30/2022 3:30:00 PM
Alignment Name: WL-D
Station Range: Start: 97+37.69, End: 136+60.00
Description: ALONG FM 973

****

Begin WL-D
N 10,167,582.77 E 3,205,279.95 97+37.69

Line (1)
N54° 08' 04"E 6.41'
N 10,167,586.52 E 3,205,285.14 97+44.09
Line (1)

Line (2)
N7° 26' 52"E 642.51'
N 10,168,223.61 E 3,205,368.43 103+86.60
Line (2)

Line (3)
N7° 26' 52"E 273.40'
N 10,168,494.70 E 3,205,403.87 106+60.00
Line (3)

Line (4)
N37° 33' 08"W 28.28'
N 10,168,517.13 E 3,205,386.63 106+88.28
Line (4)

Line (5)
N7° 26' 52"E 324.92'
N 10,168,839.30 E 3,205,428.75 110+13.20
Line (5)

Line (6)
N7° 26' 52"E 1,978.17'
N 10,170,800.79 E 3,205,685.16 129+91.37
Line (6)

Line (7)
N52° 28' 36"E 5.01'
N 10,170,803.84 E 3,205,689.14 129+96.38
Line (7)

Line (8)
S82° 31' 12"E 102.66'
N 10,170,790.47 E 3,205,790.92 130+99.04
Line (8)

Curve (9)
BC N 10,170,790.47 E 3,205,790.92 130+99.04
CTR N 10,170,988.77 E 3,205,816.94
PI N 10,170,785.30 E 3,205,830.36
Direction Back S82° 31' 24"E
Radius 200.00'
Delta 22°30'00"(LT)
Length 78.54'
Tangent 39.78'
Chord Direction N86° 13' 36"E Distance 78.04'
Direction Ahead N74° 58' 36"E

EC N 10,170,795.61 E 3,205,868.78 131+77.58
Curve (9)

Line (10)
N74° 58' 36"E 74.55'
N 10,170,814.93 E 3,205,940.78 132+52.12
Line (10)

Curve (11)
BC N 10,170,814.93 E 3,205,940.78 132+52.12
CTR N 10,170,621.77 E 3,205,992.62
PI N 10,170,825.16 E 3,205,978.91
Direction Back N74° 58' 36"E
Radius 200.00'
Delta 22°19'53"(RT)
Length 77.95'
Tangent 39.48'
Chord Direction N86° 08' 33"E Distance 77.46'
Direction Ahead S82° 41' 31"E

EC N 10,170,820.14 E 3,206,018.07 133+30.07
Curve (11)

Line (12)
S82° 41' 31"E 254.05'
N 10,170,787.83 E 3,206,270.06 135+84.13
Line (12)

Line (13)
Non-Tangent Radial Bearing N7° 18' 29"E
N52° 28' 36"E 23.44'
N 10,170,802.10 E 3,206,288.65 136+07.57
Line (13)

Line (14)
Non-Tangent Radial Bearing N7° 18' 29"E
N7° 28' 36"E 52.43'
N 10,170,854.09 E 3,206,295.47 136+60.00
Line (14)

N 10,170,854.09 E 3,206,295.47 136+60.00
End WL-D

****

Alignment Length: 3,922.31'

****

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TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
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512.837.7800 FAX 512.837.7727
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SURVEY NOTES

CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

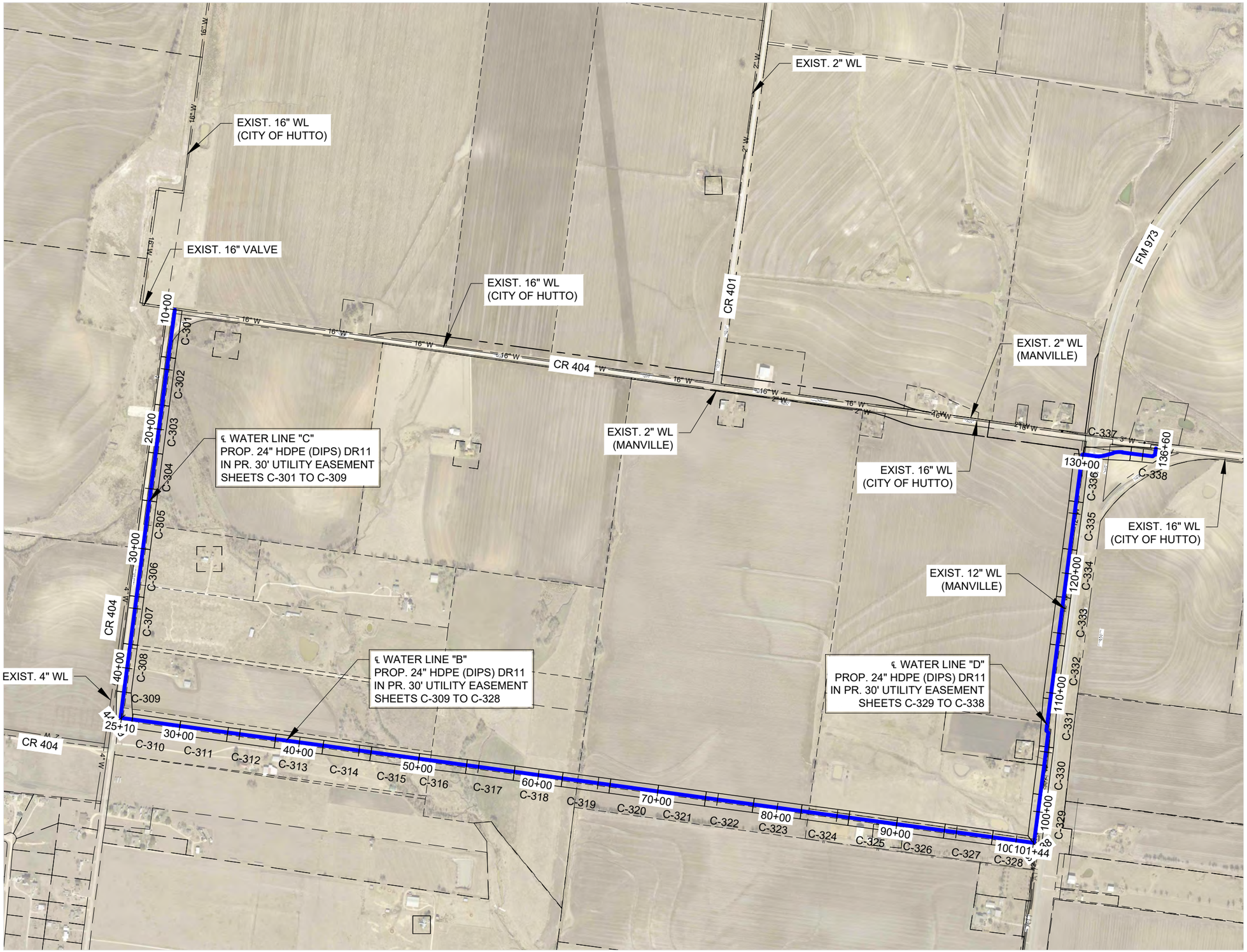
PROJ. NO.	1903-099-05-57
DESIGN:	R. RODRIGUEZ
DRAWN:	R. RODRIGUEZ
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
DATE:	3/29/2022

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-003
3 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-002-GNOT.dwg -- Tab: SURV-NOTES -- Plotted: 3/30/2022 4:03 PM By: KRISTEN VAN HOOSIER



N

0 400' 800'

SCALE: 1" = 800'

SEQUENCE OF WATERLINE CONSTRUCTION:

1. CONTRACTOR TO LAY PROP. WL PIPE UP TO CONNECTION POINTS.
2. COORDINATE WITH MATT EDWARDS (512-845-5203) AT LEAST 48 HOURS PRIOR TO ANTICIPATED WATER SHUTOUT. SHUTOUT LIMITED TO 4 HOURS.
3. INSTALL PRESSURE TAP ONTO EXISTING 16" PVC WATERLINE.
4. OPEN FLOW INTO NEWLY INSTALLED 24" WATERLINE.
5. INSTALL 16" INSERTION VALVE ON SIDE OF EX. 16" WATERLINE TO BE ABANDONED.
6. SHUT OFF WATER.
7. RESTRAIN 160 LF OF PIPE ALONG EXISTING WATERLINE TO REMAIN ACTIVE. USE MEGALUGS.
8. CLOSE INSERTION VALVE, CUT, AND PLUG EXISTING 16" WATERLINE TO BE ABANDONED.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9700 | FAX 512.834.7727
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KEYMAP

CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

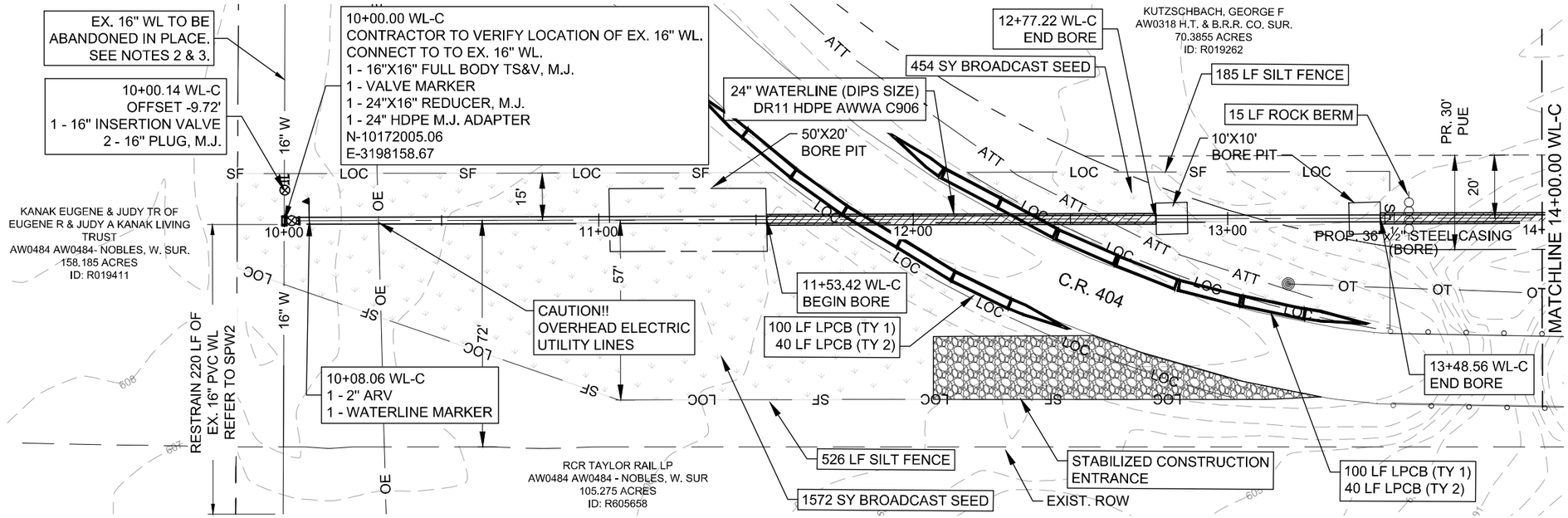
PROJ. NO.	1903-099-05-57
DESIGN:	R. RODRIGUEZ
DRAWN:	R. RODRIGUEZ
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
DATE:	3/29/2022

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

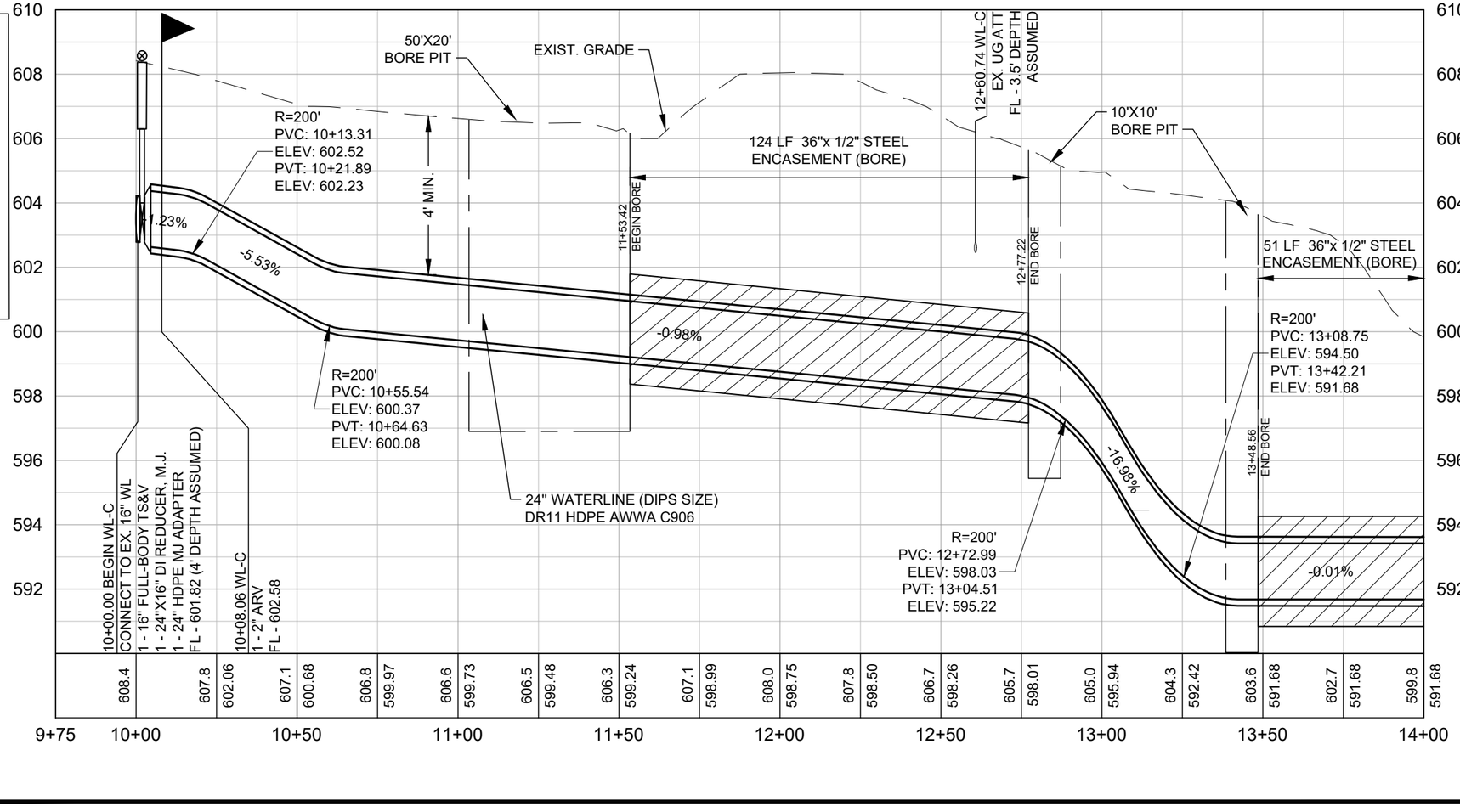
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SHEET
C-100
4 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-100-KEYMAP.dwg -- Tab: LAYOUT1 -- Plotted: 3/28/2022 3:45 PM By: KRISTEN VAN HOOSIER

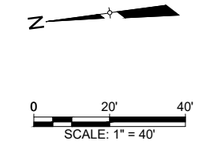


NOTE:
1. EXISTING 16" WATERLINE MAY BE DUCTILE IRON OR PVC. CONTRACTOR TO VERIFY MATERIAL PRIOR TO CONSTRUCTION.
2. COORDINATE WITH MATT EDWARDS (512-845-5203) AT LEAST 48 HOURS PRIOR TO ANTICIPATED WATER SHUTOUT. SHUTOUT LIMITED TO 4 HOURS.
3. PROPOSED WATER LINE AND CASING CROSSING EXISTING CR 404 MAY BE INSTALLED VIA OPEN TRENCH ONE HALF AT A TIME. REFER TO STANDARD TXDOT DETAIL TCP(2-2)-18 FOR FLAGGING OPERATIONS.



EXISTING GRADE
FLOW LINE OF PIPE
607.7
602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.



LEGEND
- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- 2" W — EX. 2" WATER
- 12" W — EX. 12" WATER
- 16" W — EX. 16" WATER
- PR. WATER
- LOC — LIMITS OF CONS.
- SF — SILT FENCE
- ROCK BERM
- BROADCAST SEED
- G — EX. GAS LINE
- OE — EX. OVERHEAD ELECTRIC
- OC — EX. OVERHEAD CABLE
- OH — EX. OVERHEAD UTILITIES
- OT — EX. OVERHEAD TELECOM
- UT — EX. U.G. TELECOM
- UE — EX. U.G. ELECTRIC
- EX. FENCE
- PR. WATER VALVE
- PR. DRAIN VALVE ASSEMBLY

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4. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
5. ALL EXISTING FENCES SHALL BE PROTECTED. IF DAMAGE TO AN EXISTING FENCE OCCURS, THE FENCE SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION. SUBSIDIARY TO THE COST OF PIPE, NO SEPARATE PAY ITEM.
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REV NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.454.9700 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE C PLAN AND PROFILE
10+00 TO 14+00
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

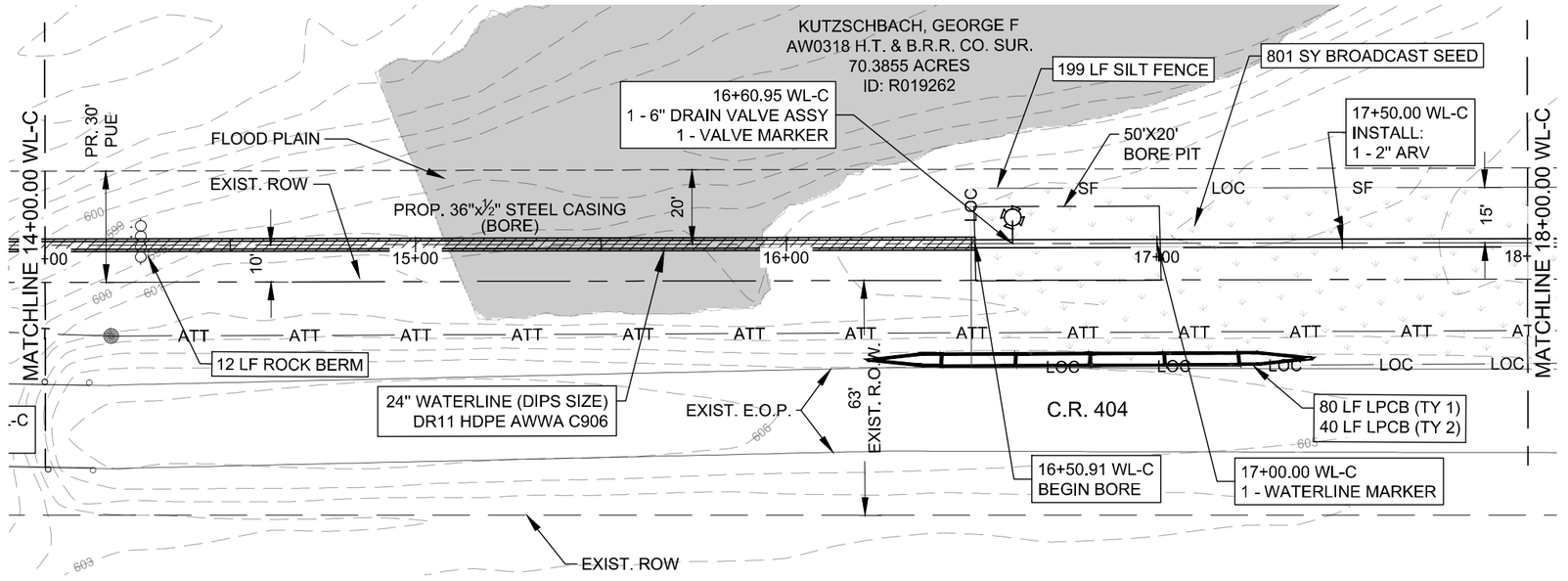
PROJ. NO.	1903-099-05-57
DESIGN:	R. RODRIGUEZ
DRAWN:	G. LITTLEFIELD
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
DATE:	3/29/2022

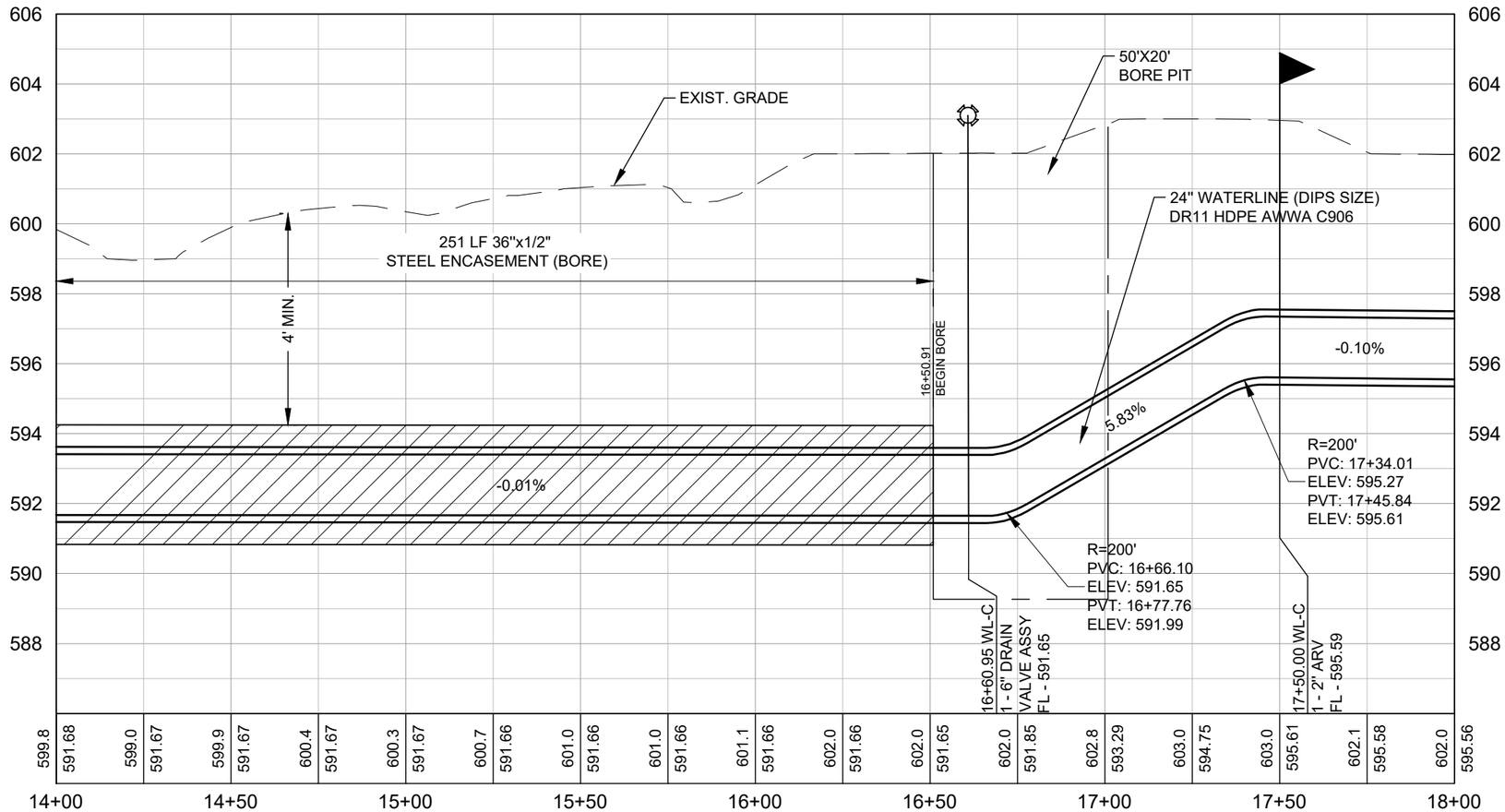
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-301
5 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-01.dwg - Tab: WATR-01 - Plotted: 3/28/2022 3:45 PM By: KRISTEN VAN HOOSIER





EXISTING GRADE 607.7
FLOW LINE OF PIPE 602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

N

0 20' 40'
SCALE: 1" = 40'

LEGEND

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AUSTIN, TEXAS 78752
512.454.9788 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE C PLAN AND PROFILE
14+00 TO 18+00
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

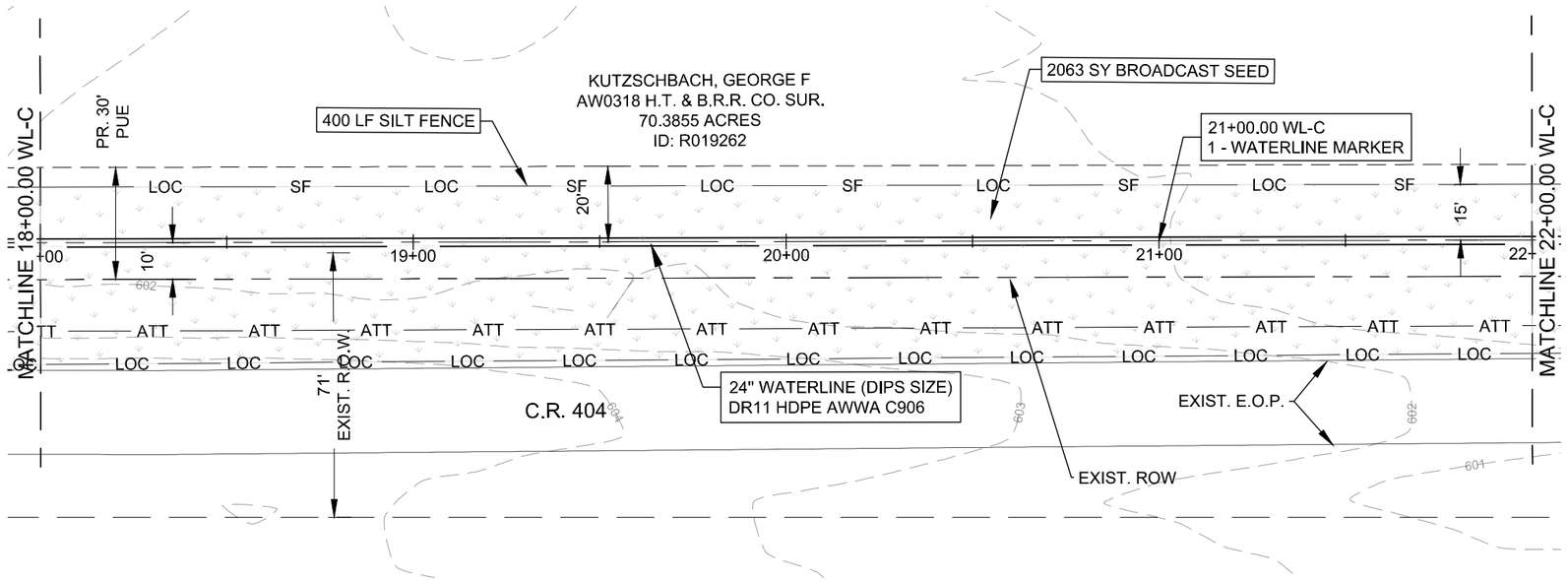
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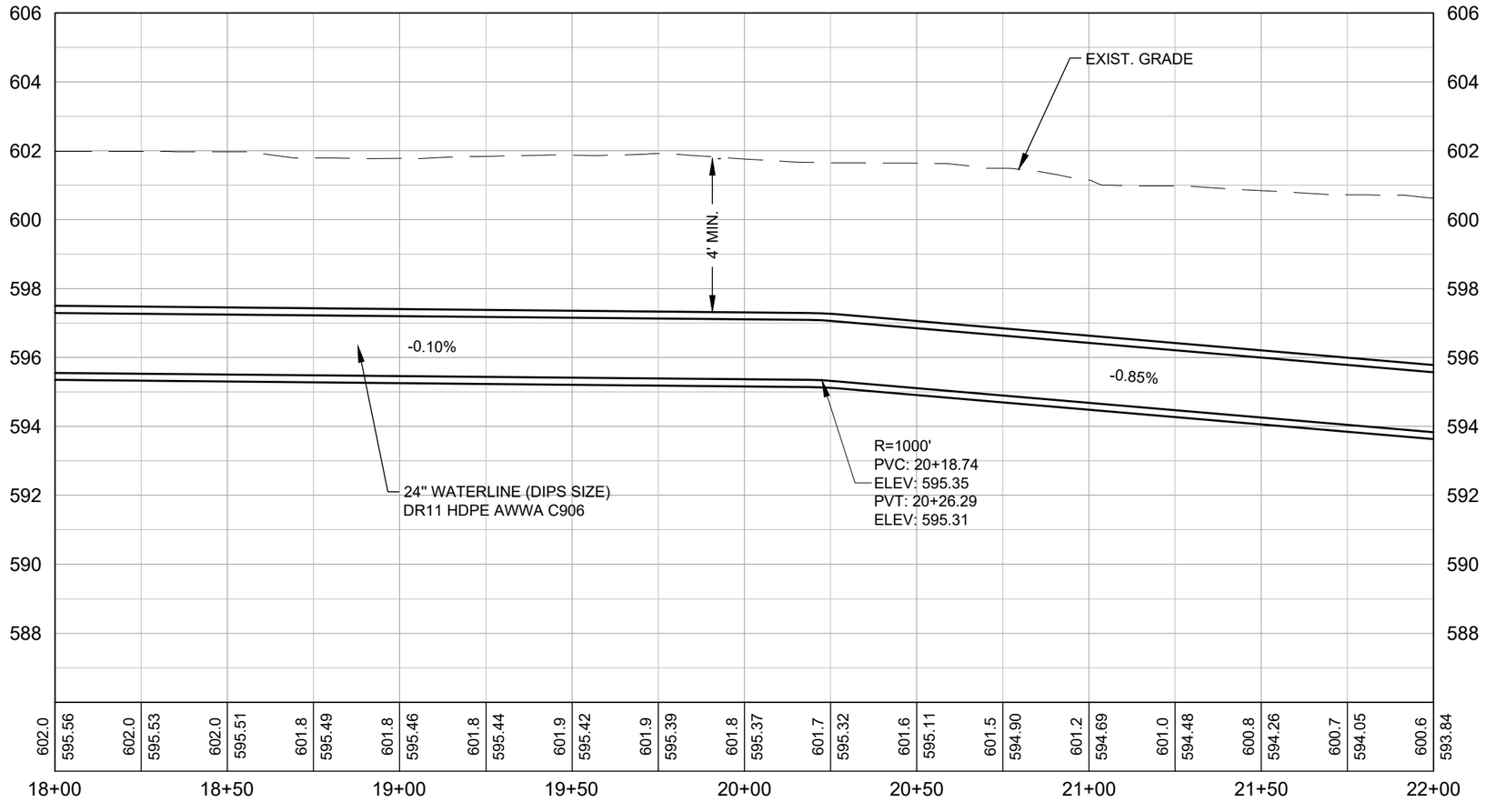
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
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SHEET
C-302
6 of 66

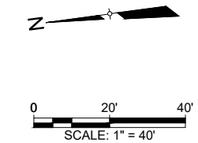
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EXISTING GRADE
FLOW LINE OF PIPE
607.7
602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.



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TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9788 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE C PLAN AND PROFILE
18+00 TO 22+00

CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

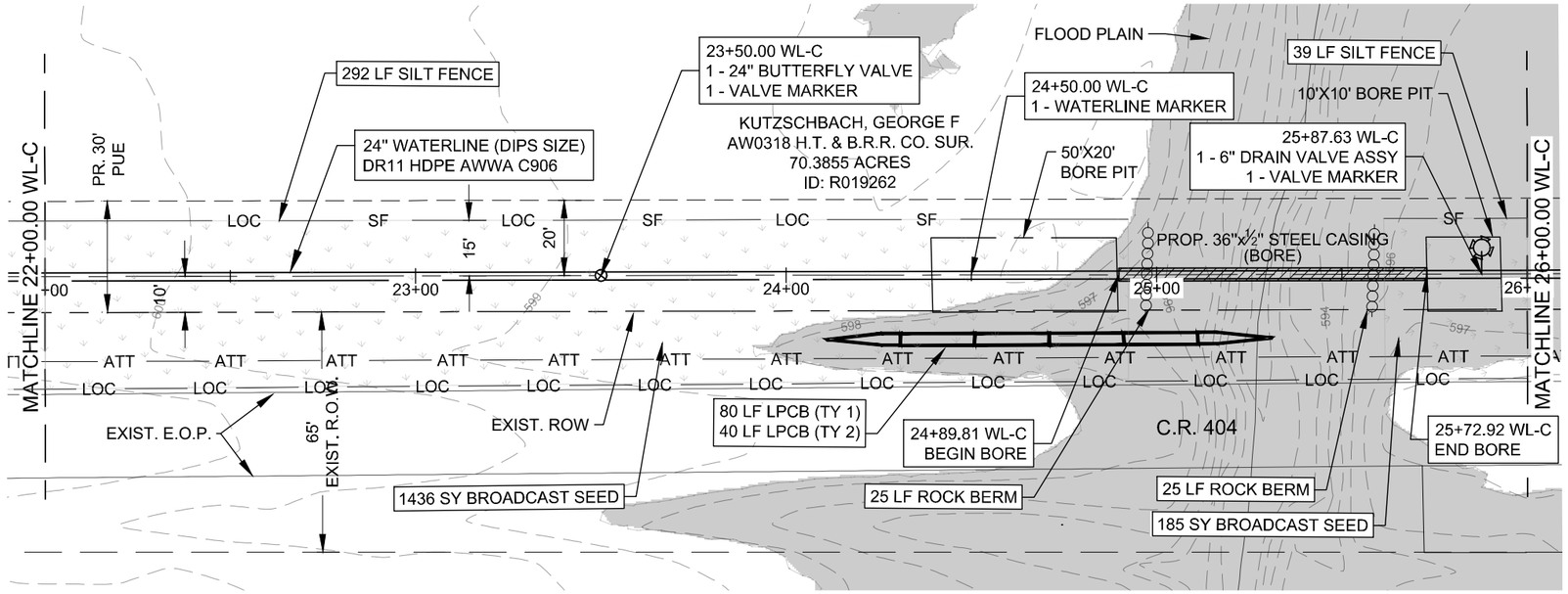
PROJ. NO.	1903-099-05-57
DESIGN:	R. RODRIGUEZ
DRAWN:	G. LITTLEFIELD
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
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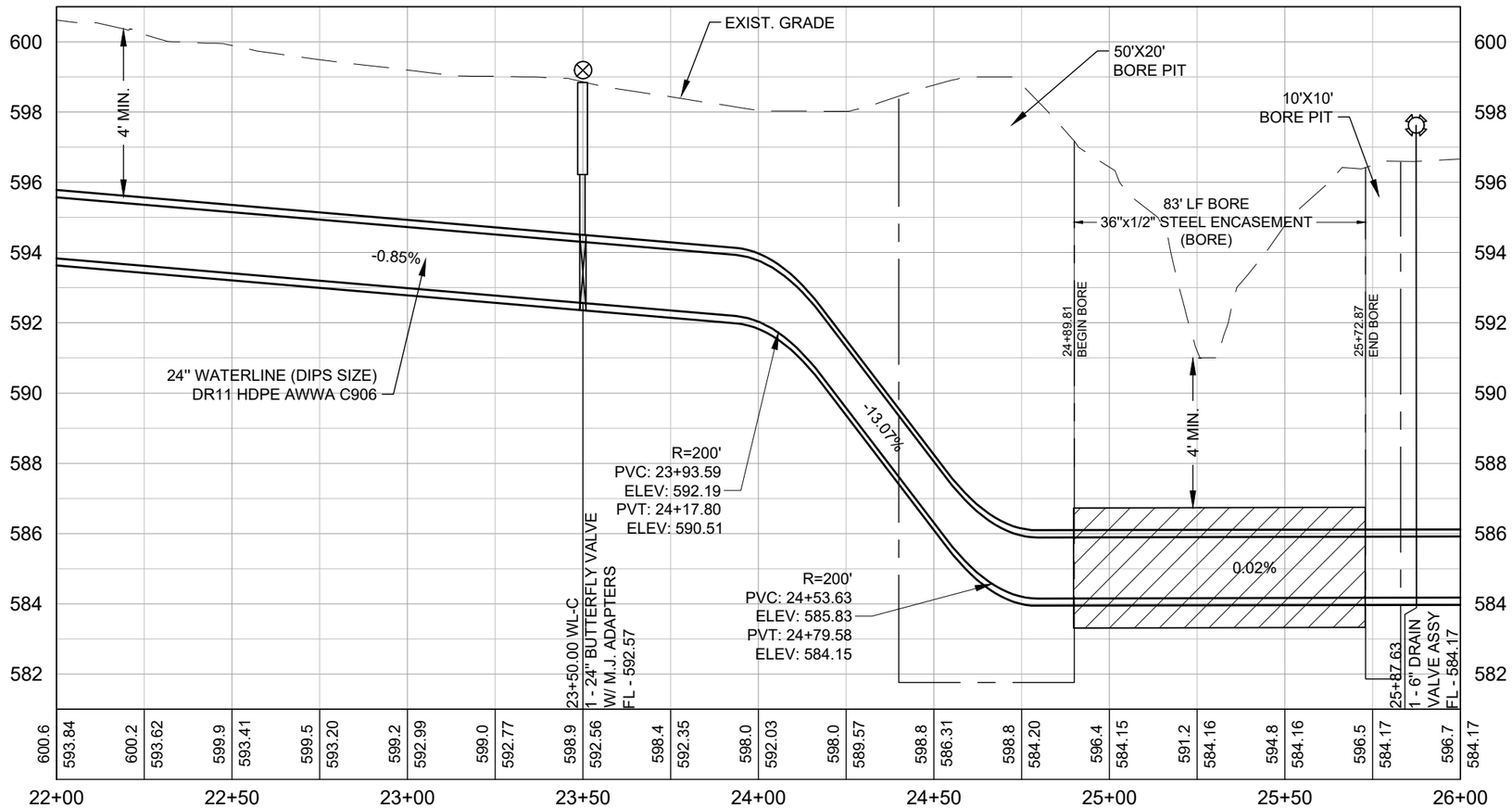
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

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SHEET
C-303
7 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-01.dwg — Tab: WATR-03 — Plotted: 3/28/2022 3:47 PM By: KRISTEN VAN HOOSIER





EXISTING GRADE FLOW LINE OF PIPE
607.7
602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

N

0 20' 40'
SCALE: 1" = 40'

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WATER LINE C PLAN AND PROFILE
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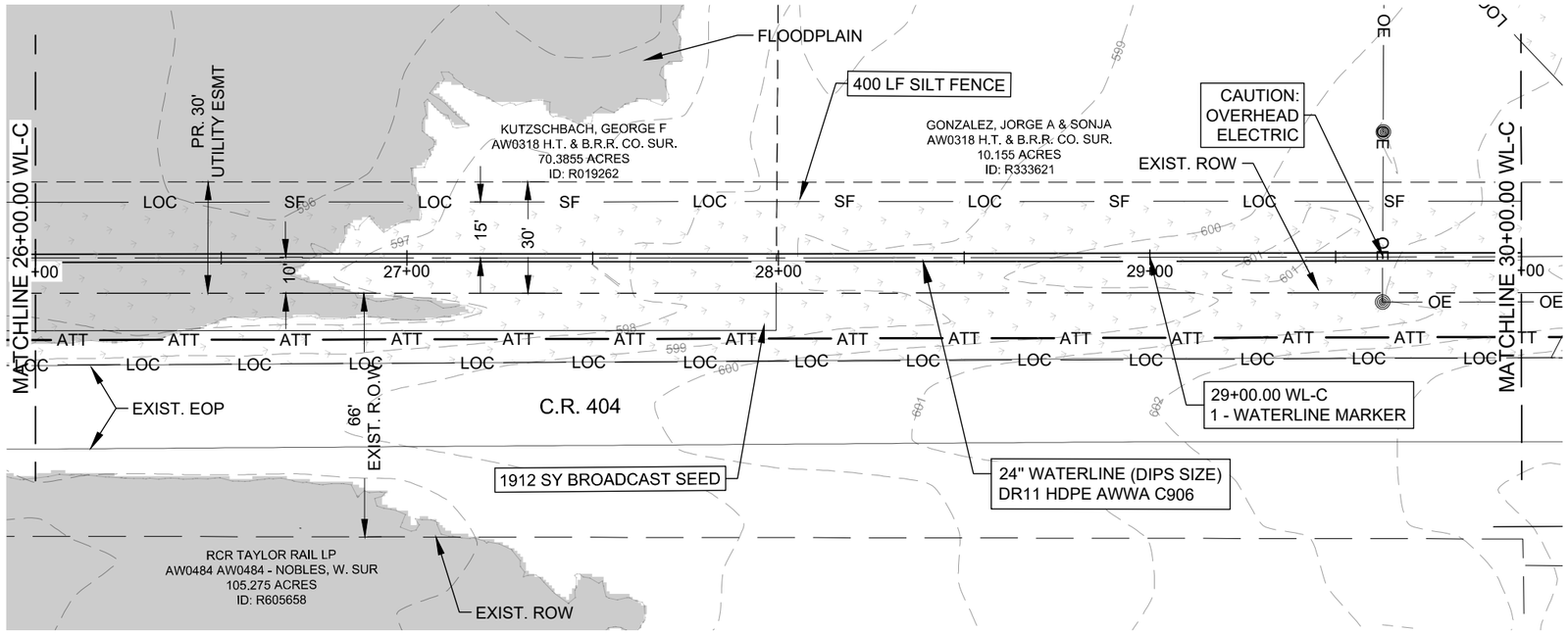
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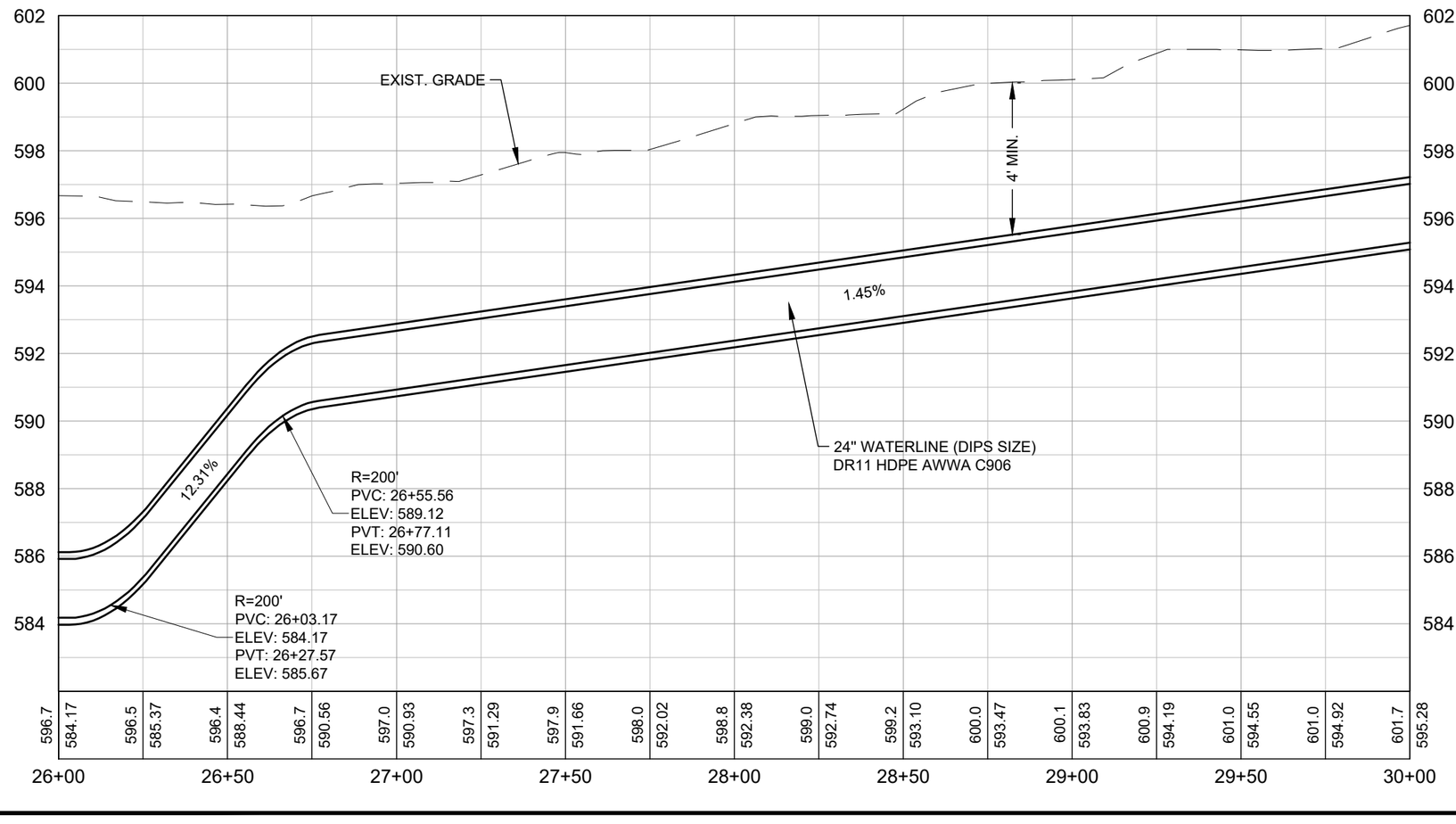
STATE OF TEXAS
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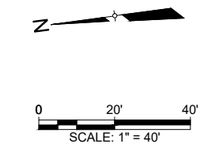
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SHEET
C-304
8 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-01.dwg — Tab: WATR-04 — Plotted: 3/28/2022 3:49 PM By: KRISTEN VAN HOOSIER







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512.834.9700 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE C PLAN AND PROFILE
26+00 TO 30+00
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

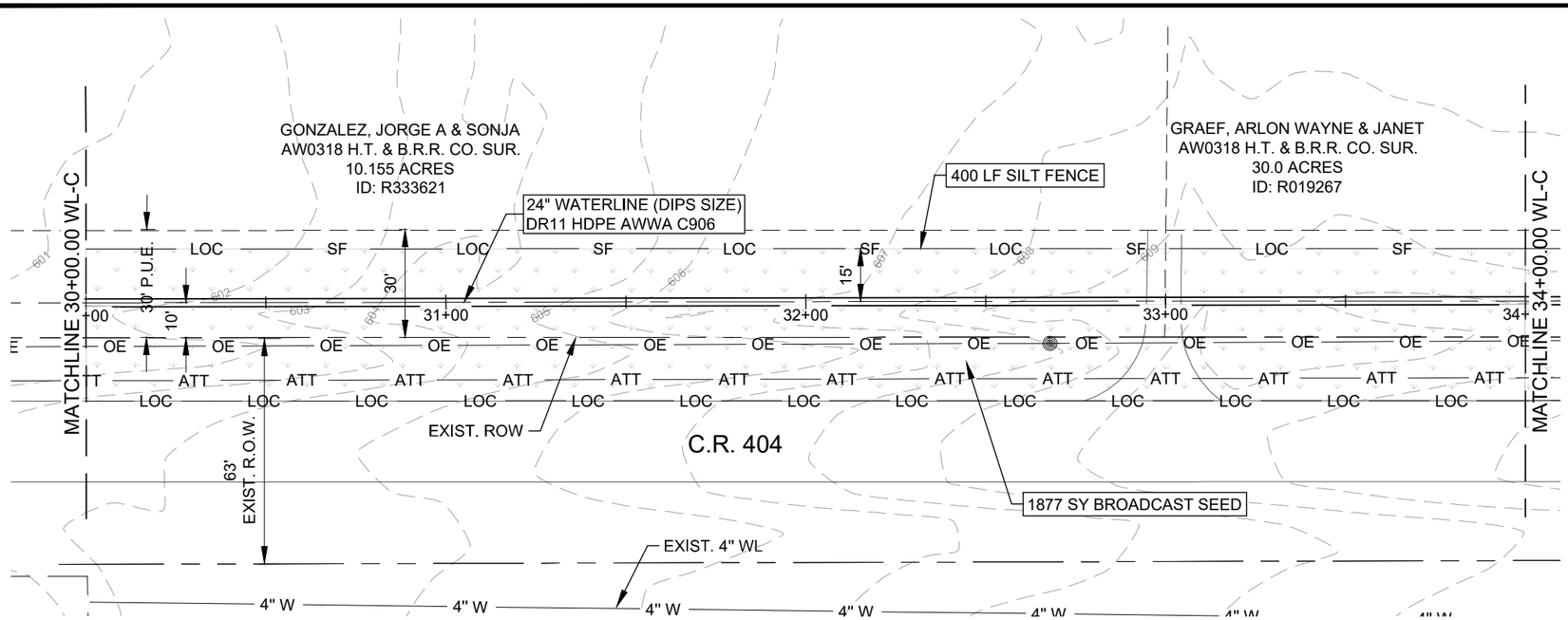
PROJ. NO.	1903-099-05-57
DESIGN:	R. RODRIGUEZ
DRAWN:	G. LITTLEFIELD
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
DATE:	3/29/2022

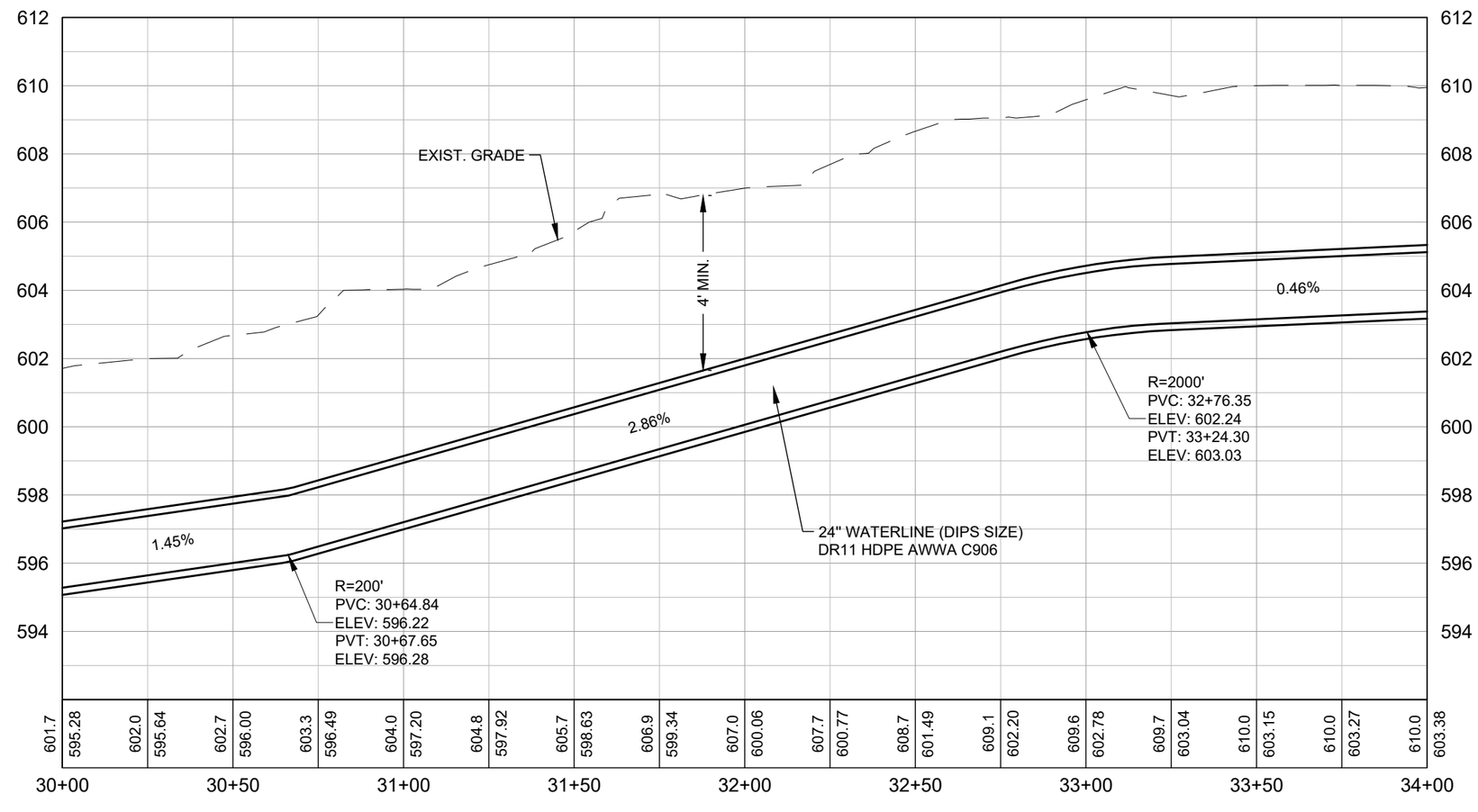
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-305
9 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-02.dwg — Tab: 5 — Plotted: 3/28/2022 3:51 PM By: KRISTEN VAN HOOSIER





NOTE:
CONTRACTOR SHALL PROVIDE ACCESS TO PRIVATE PROPERTIES DURING CONSTRUCTION AND RESTORE TO EQUAL OR BETTER CONDITIONS (AS APPLICABLE)

N

0 20' 40'
SCALE: 1" = 40'

LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- 2" W — EX. 2" WATER
- 12" W — EX. 12" WATER
- 16" W — EX. 16" WATER
- PR. WATER
- LOC — LIMITS OF CONS.
- SF — SILT FENCE
- ROCK BERM
- BROADCAST SEED
- G — EX. GAS LINE
- OE — EX. OVERHEAD ELECTRIC
- OC — EX. OVERHEAD CABLE
- OH — EX. OVERHEAD UTILITIES
- OT — EX. OVERHEAD TELECOM
- UT — EX. U.G. TELECOM
- UE — EX. U.G. ELECTRIC
- EX. FENCE
- PR. WATER VALVE
- PR. DRAIN VALVE ASSEMBLY

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
2. EXISTING 16" WATER MAINS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW 24" MAIN IS CONSTRUCTED, TESTED, APPROVED AND THE NEW MAIN IS PLACED IN SERVICE.
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6. WATER LINE SHALL BE 24" DIPS HDPE, DR 11 (200 PSI), WITH I.D. = 20.829". CONCRETE THRUST BLOCKS SHALL BE USED AT ALL FITTINGS, VALVES, AND OTHER APPURTENANCES.
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EXISTING GRADE
FLOW LINE OF PIPE
607.7
602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.454.9788 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE C PLAN AND PROFILE
30+00 TO 34+00
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

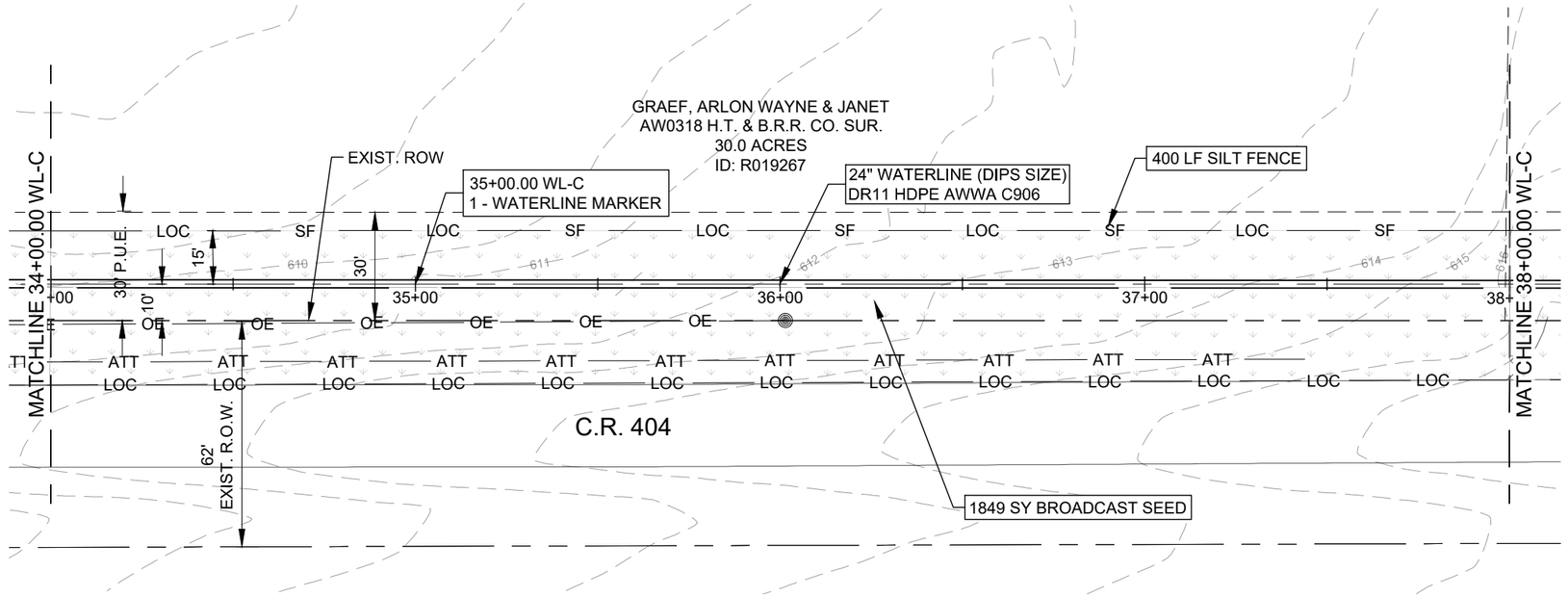
PROJ. NO.	1903-099-05-57
DESIGN:	H. NEWTON
DRAWN:	H. NEWTON
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
DATE:	3/29/2022

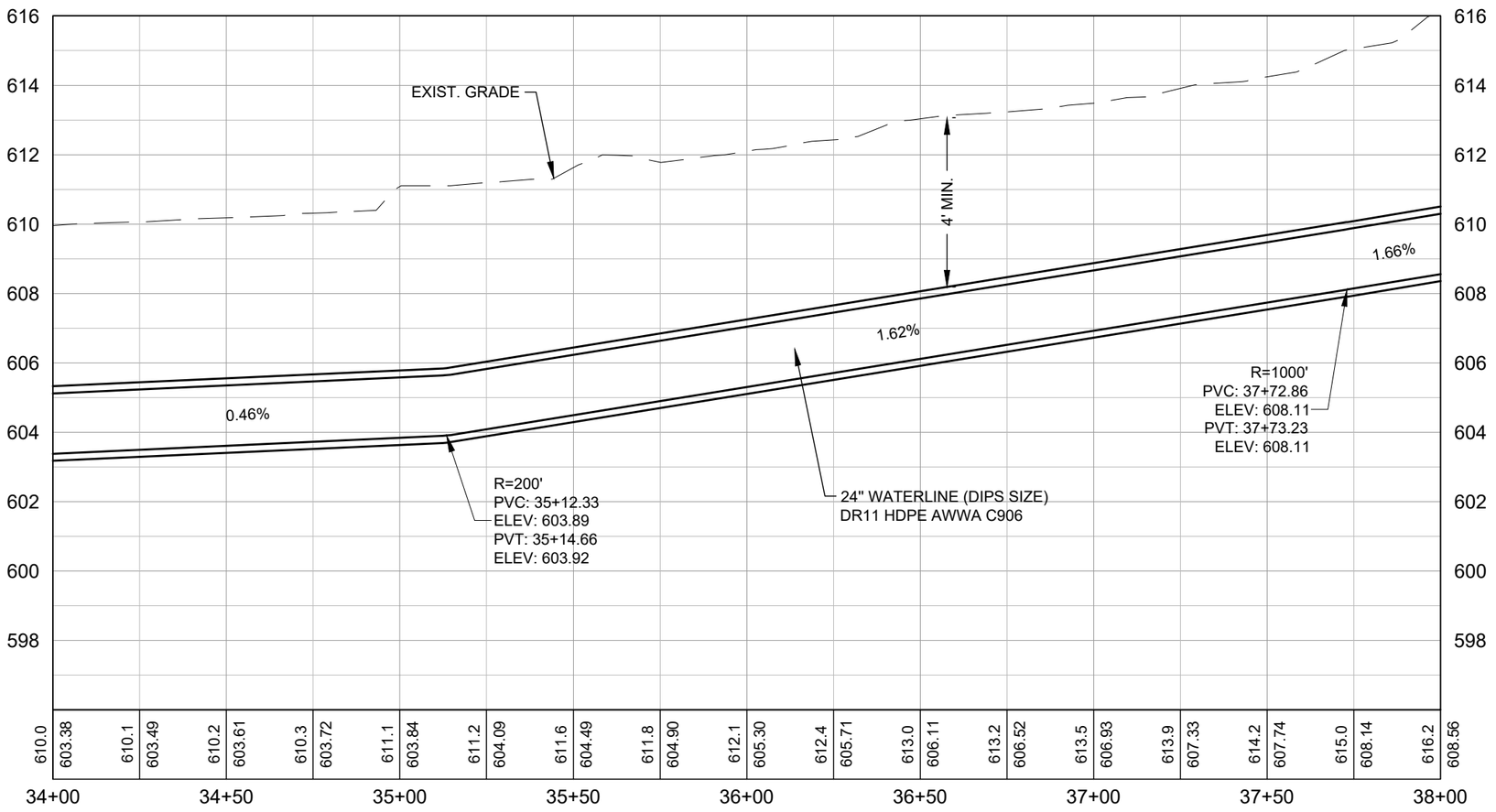
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

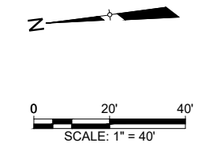
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SHEET
C-306
10 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-03.dwg — Tab: 6 — Plotted: 3/28/2022 3:52 PM By: KRISTEN VAN HOOSIER







LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- 2" W — EX. 2" WATER
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- SF — SILT FENCE
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EXISTING GRADE / FLOW LINE OF PIPE
607.7 / 602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.454.9788 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE C PLAN AND PROFILE
34+00 TO 38+00
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

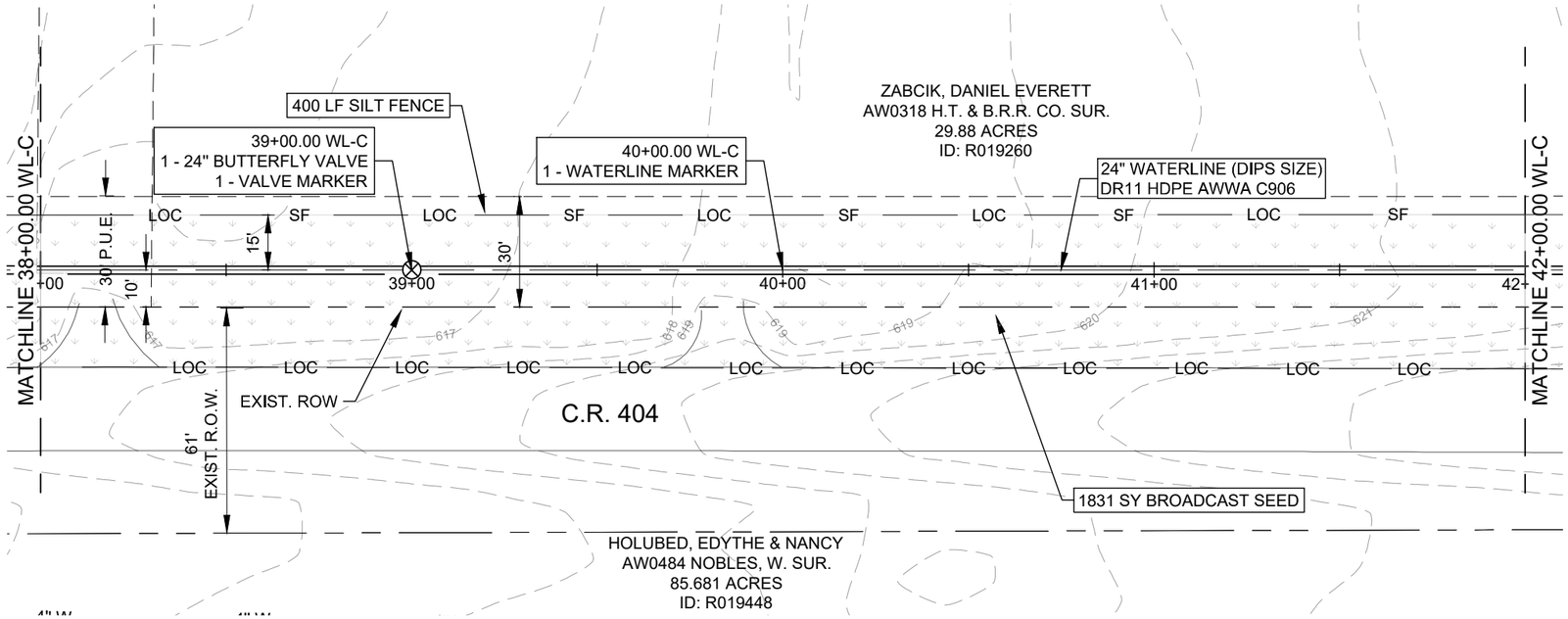
PROJ. NO.	1903-099-05-57
DESIGN:	H. NEWTON
DRAWN:	H. NEWTON
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
DATE:	3/29/2022

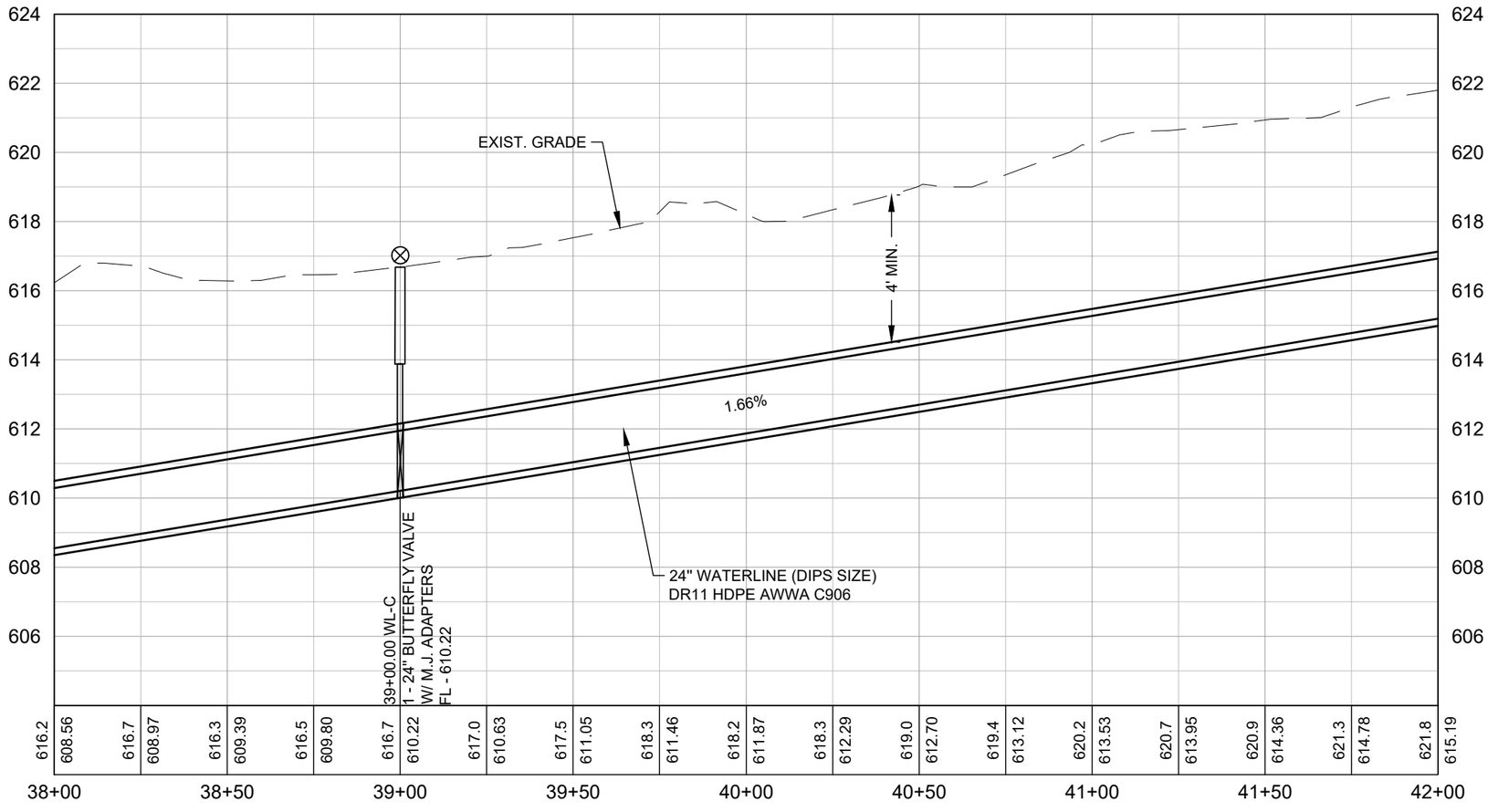
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

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SHEET
C-307
11 of 66

Dwg Info: C:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-03.dwg - Tab: 7 - Plotted: 3/28/2022 3:53 PM By: KRISTEN VAN HOOSIER





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0 20' 40'
SCALE: 1" = 40'

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EXISTING GRADE 607.7
FLOW LINE OF PIPE 602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.454.9788 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE C PLAN AND PROFILE
38+00 TO 42+00
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

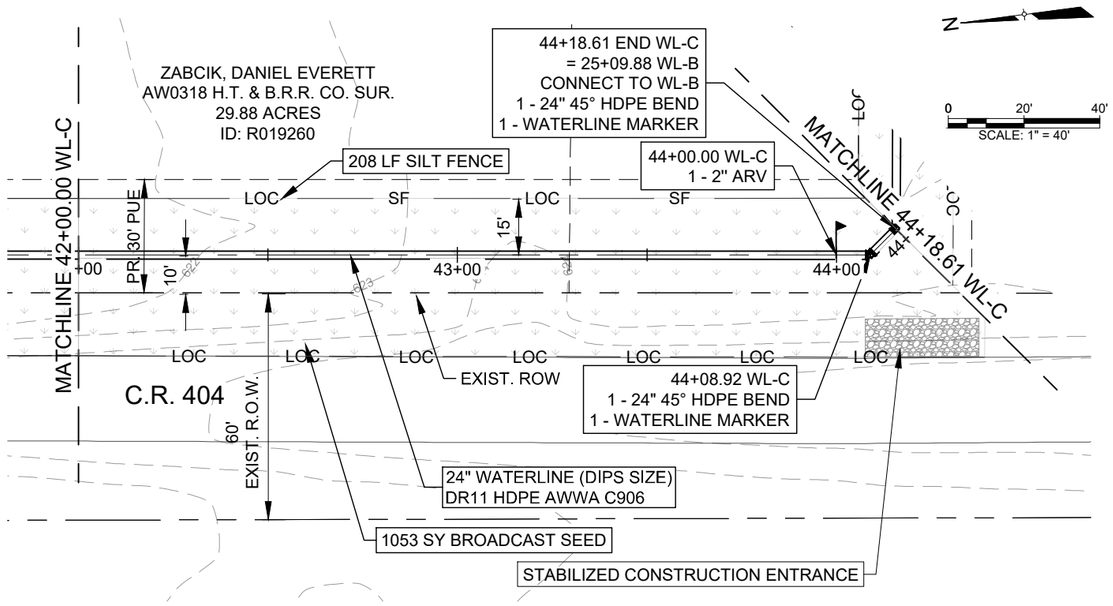
PROJ. NO.	1903-099-05-57
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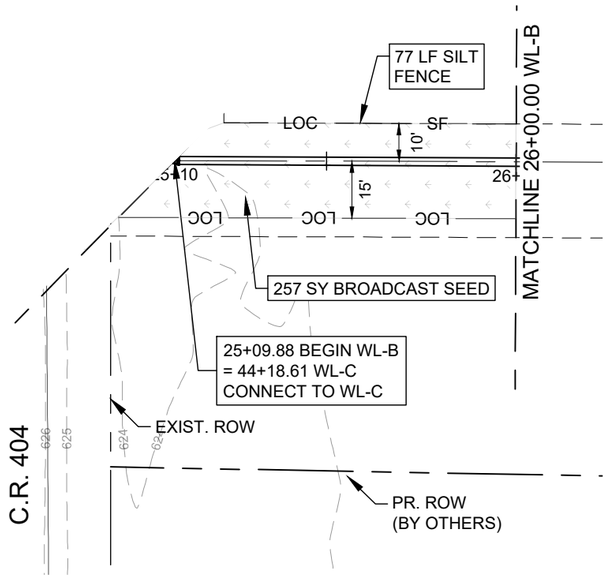
STATE OF TEXAS
KRISTEN VAN HOOSIER
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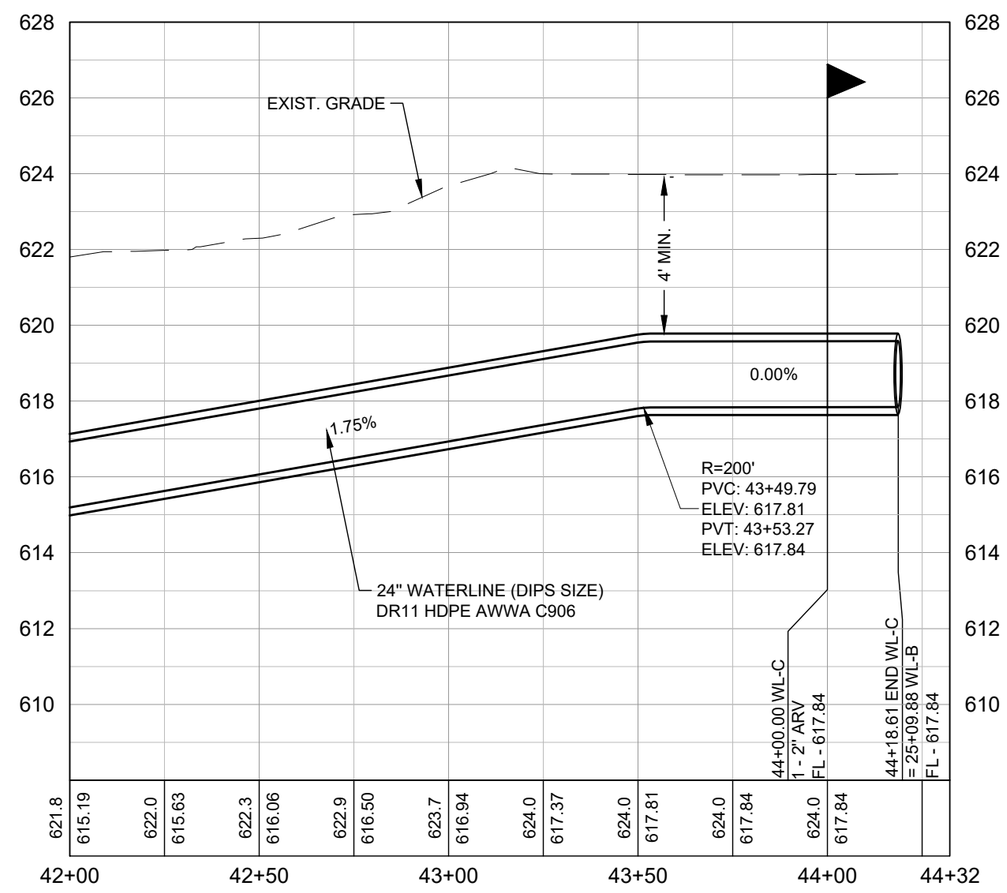
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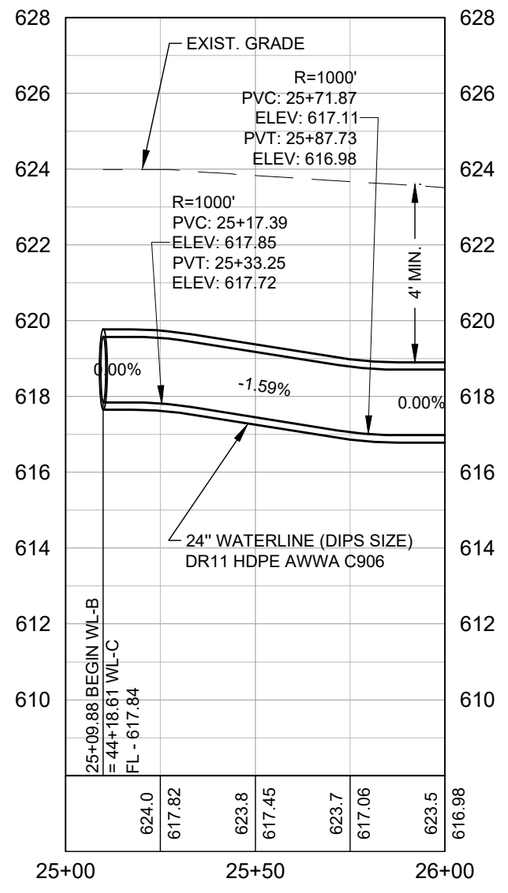
SHEET
C-308
12 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-03.dwg — Tab: 8 — Plotted: 3/28/2022 3:53 PM By: KRISTEN VAN HOOSIER









EXISTING GRADE
FLOW LINE OF PIPE
607.7
602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

LEGEND

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CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752-3724
512.834.9788 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WL C P&P 42+00 TO 44+32.32 - WL B P&P 25+09.88 TO 26+00

CR 404 HUTTO 24" WATERLINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

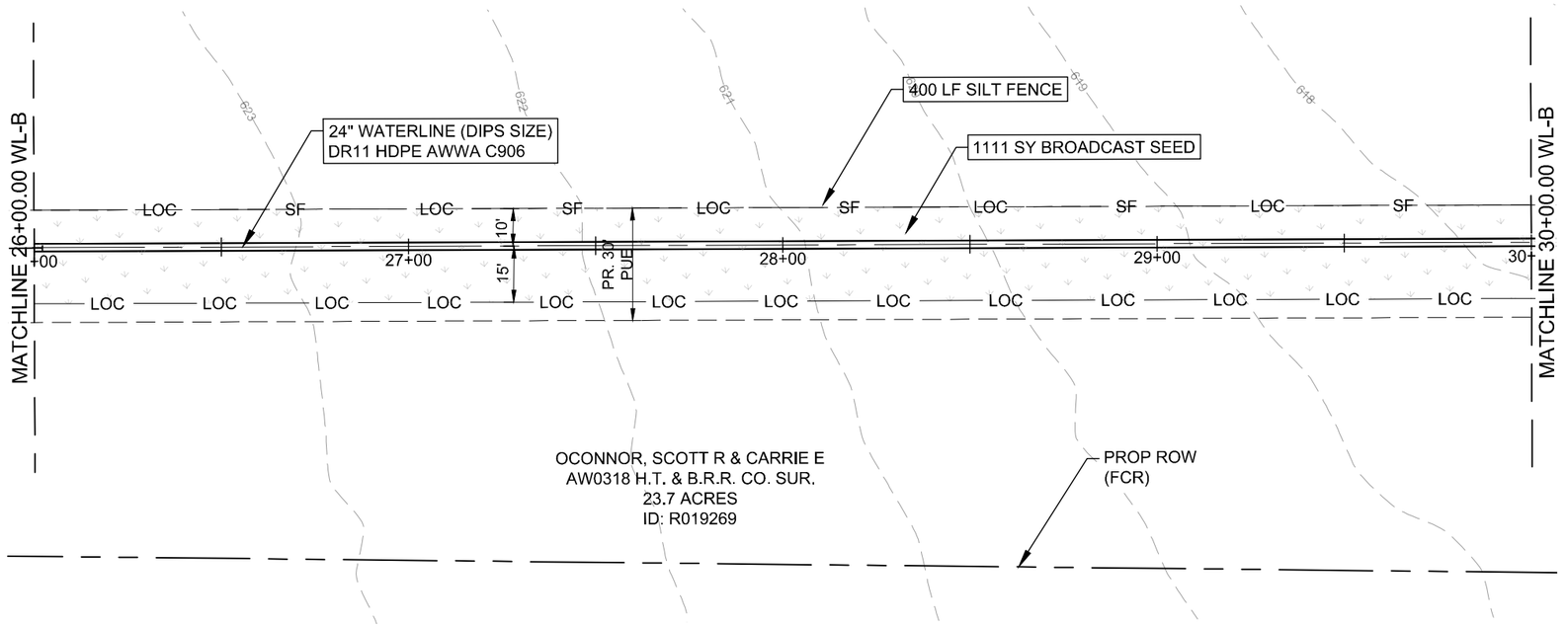
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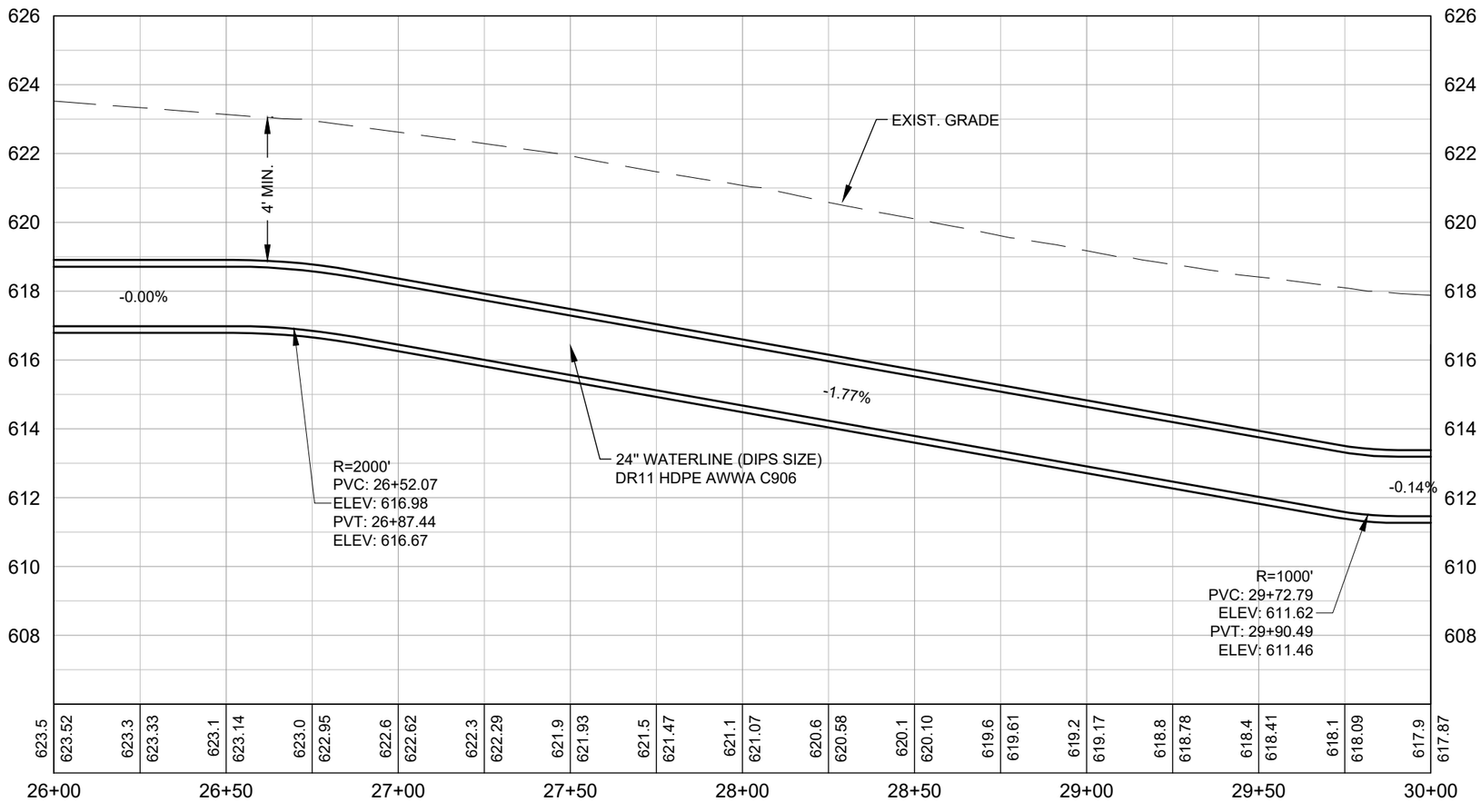
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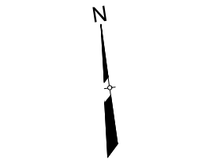
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Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-03.dwg — Tab: 9 — Plotted: 3/28/2022 3:55 PM By: KRISTEN VAN HOOSIER







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- OC — EX. OVERHEAD CABLE
- OH — EX. OVERHEAD UTILITIES
- OT — EX. OVERHEAD TELECOM
- UT — EX. U.G. TELECOM
- UE — EX. U.G. ELECTRIC
- EX. FENCE
- PR. WATER VALVE
- PR. DRAIN VALVE ASSEMBLY

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REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9700 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE B PLAN AND PROFILE
26+00 TO 30+00
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

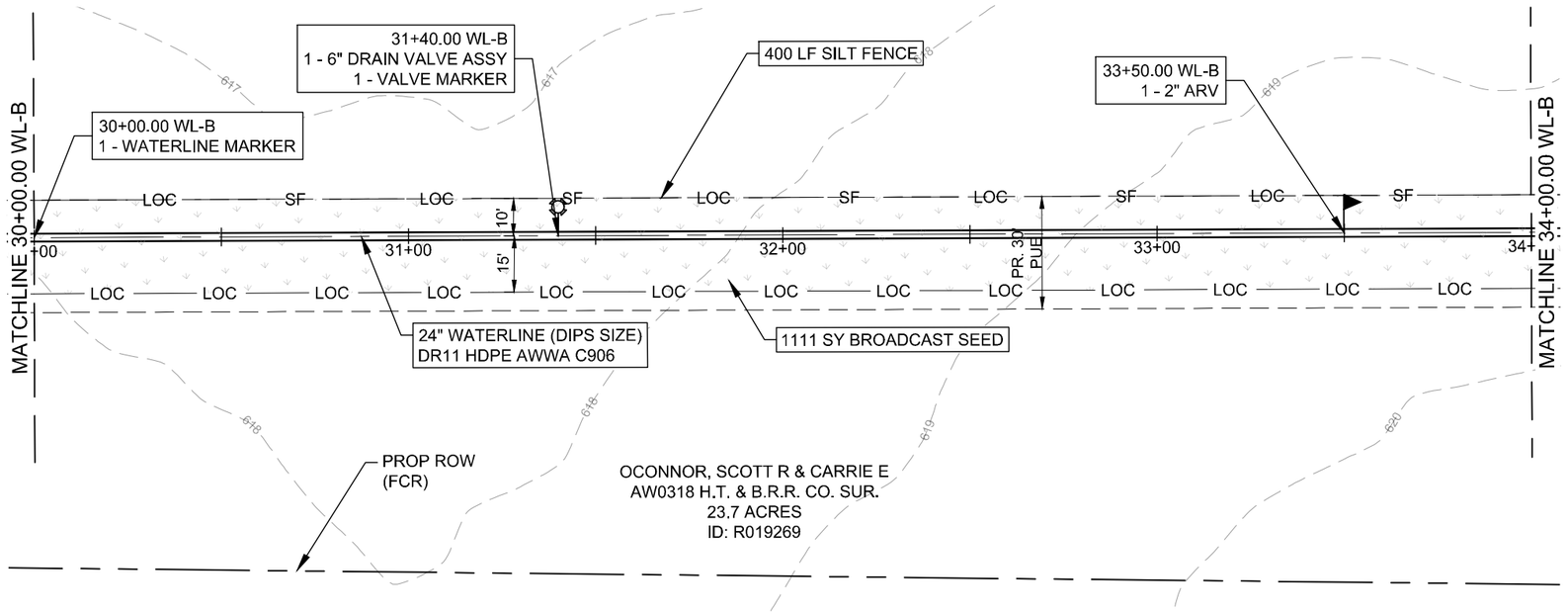
PROJ. NO.	1903-099-05-57
DESIGN:	H. BYRNE
DRAWN:	H. BYRNE
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
DATE:	3/29/2022

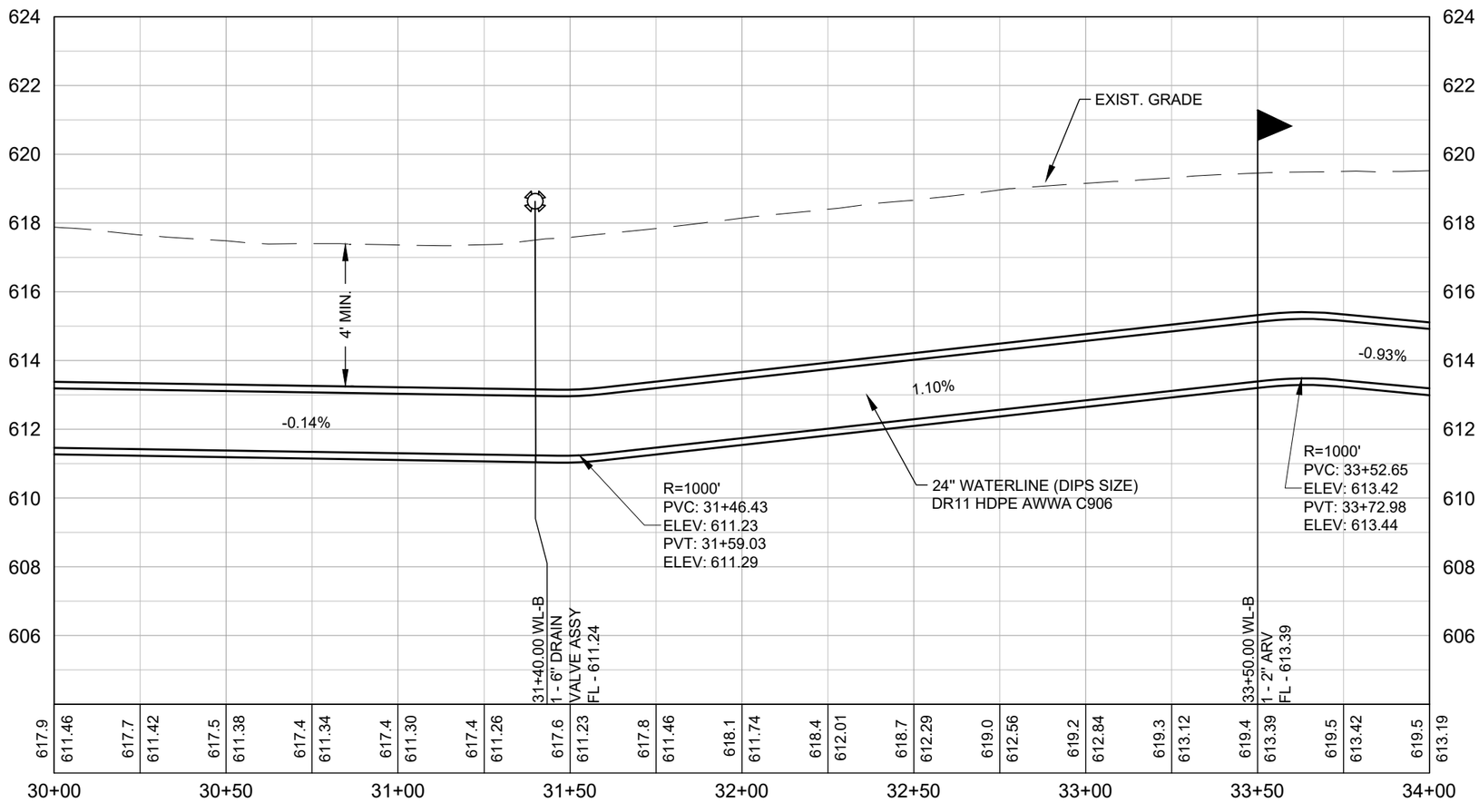
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

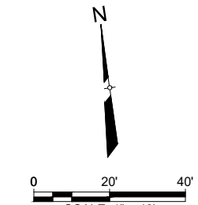
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SHEET
C-310
14 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-04.dwg - Tab: 10 - Plotted: 3/28/2022 3:57 PM By: KRISTEN VAN HOOSIER







LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- 2" W — EX. 2" WATER
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- SF — SILT FENCE
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- BROADCAST SEED
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EXISTING GRADE
FLOW LINE OF PIPE
607.7
602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

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CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9700 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE B PLAN AND PROFILE
30+00 TO 34+00
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

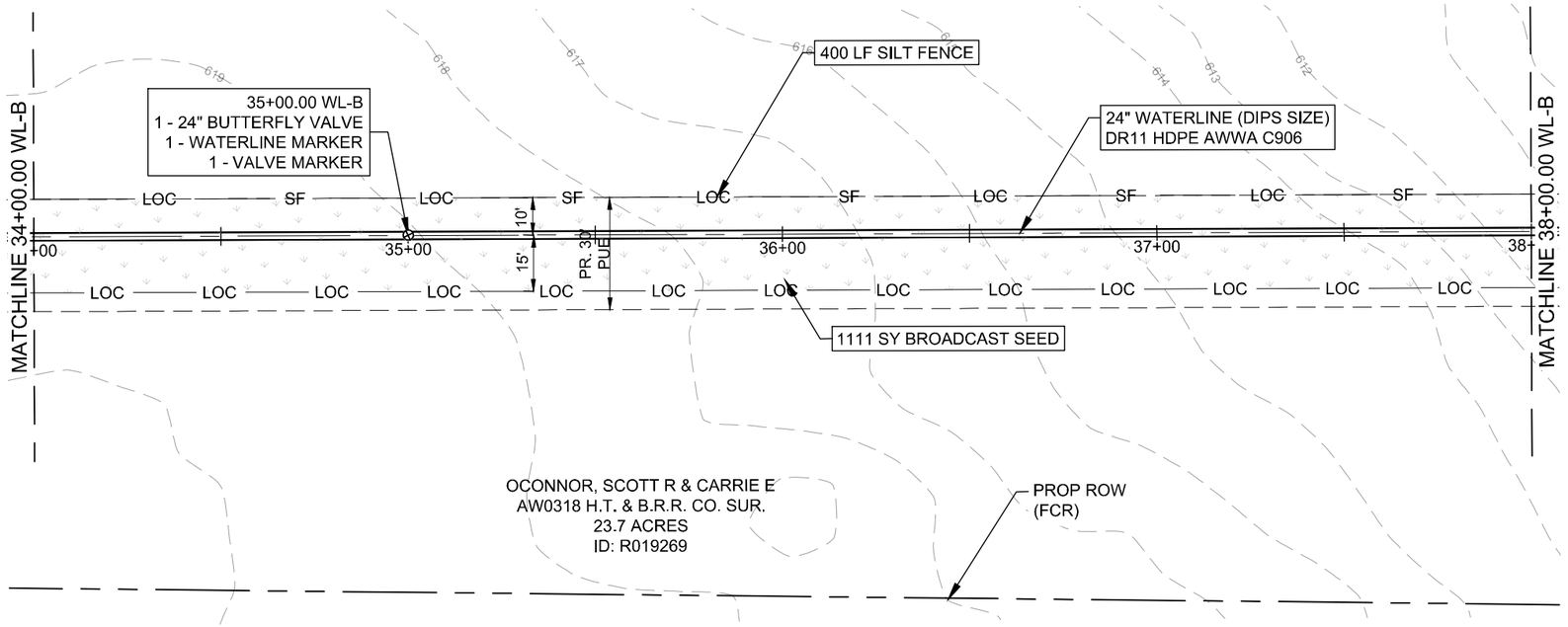
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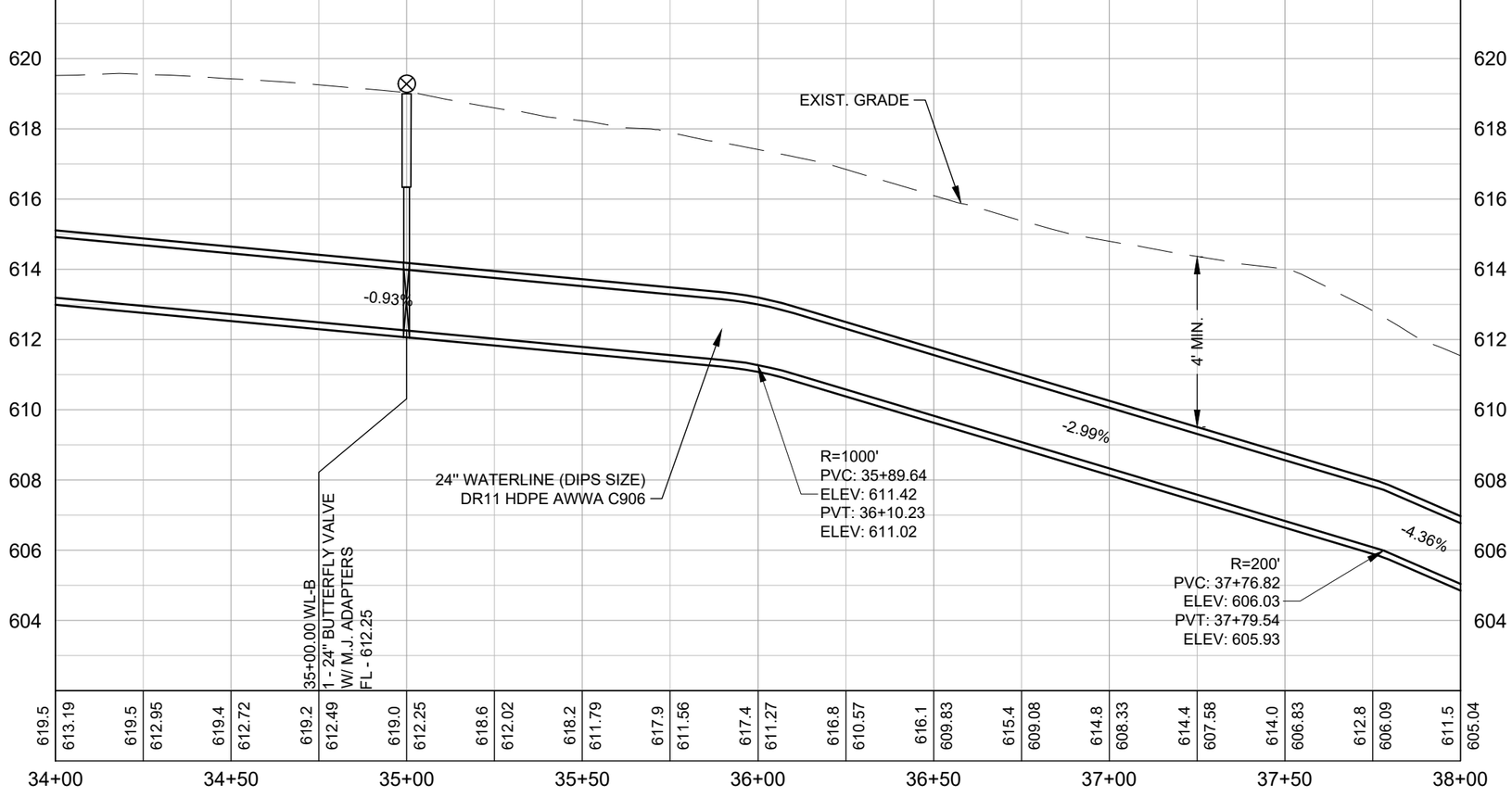
STATE OF TEXAS
KRISTEN VAN HOOSIER
136682
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

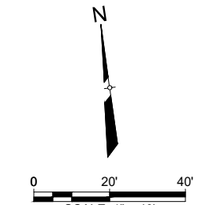
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SHEET
C-311
15 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-04.dwg — Tab: 11 — Plotted: 3/28/2022 3:57 PM By: KRISTEN VAN HOOSIER







LEGEND

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EXISTING GRADE 607.7
FLOW LINE OF PIPE 602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

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CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752-3724
512.834.9700 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE B PLAN AND PROFILE
34+00 TO 38+00

CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

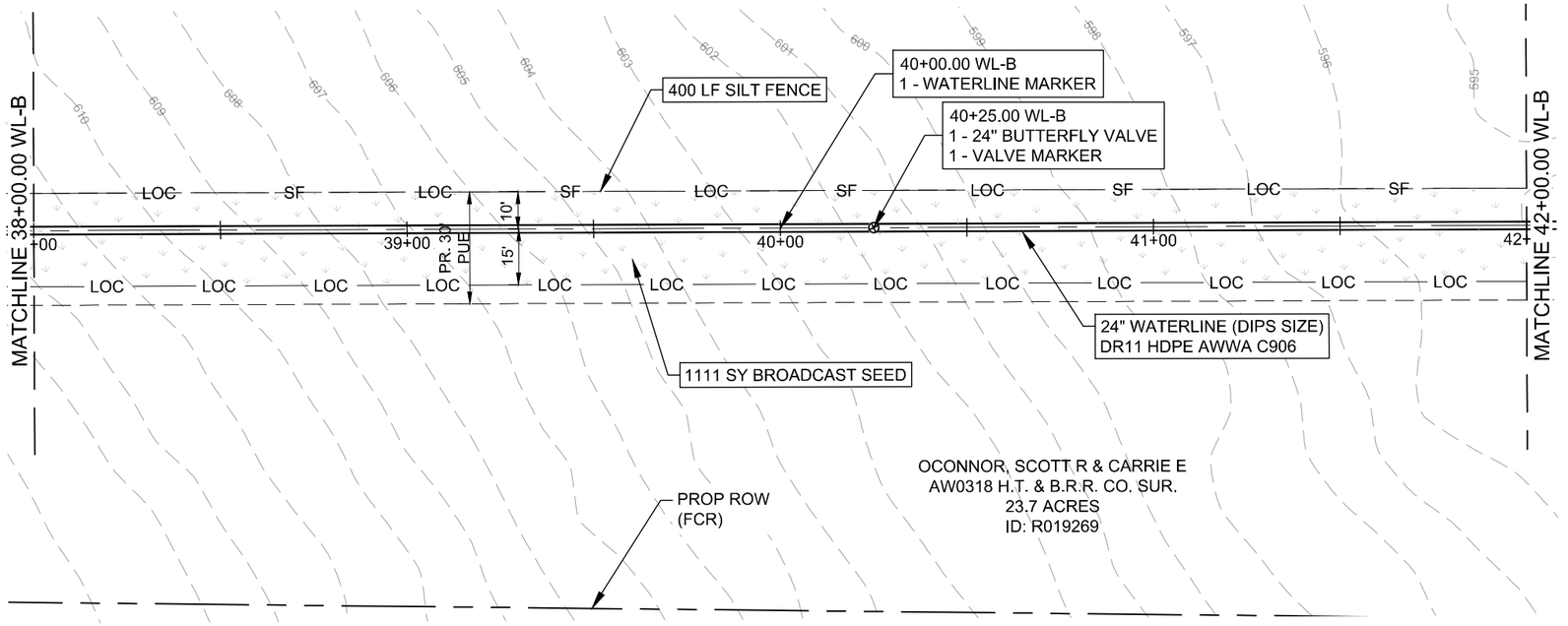
PROJ. NO.	1903-099-05-57
DESIGN:	H. BYRNE
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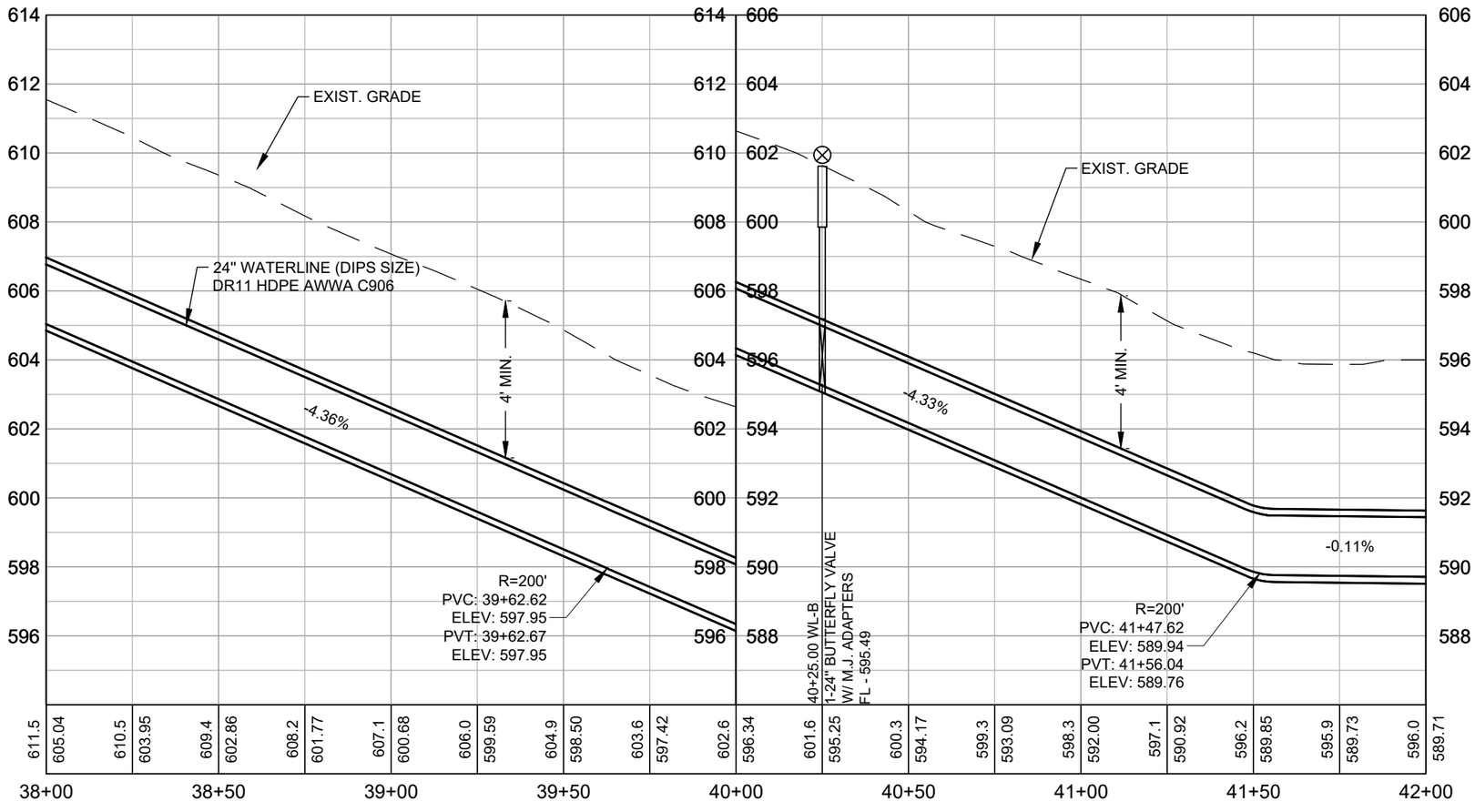
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

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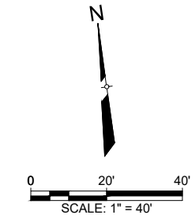
SHEET
C-312
16 of 66

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PROFILE SCALE
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1"=4' VERT.



LEGEND

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CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9788 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE B PLAN AND PROFILE
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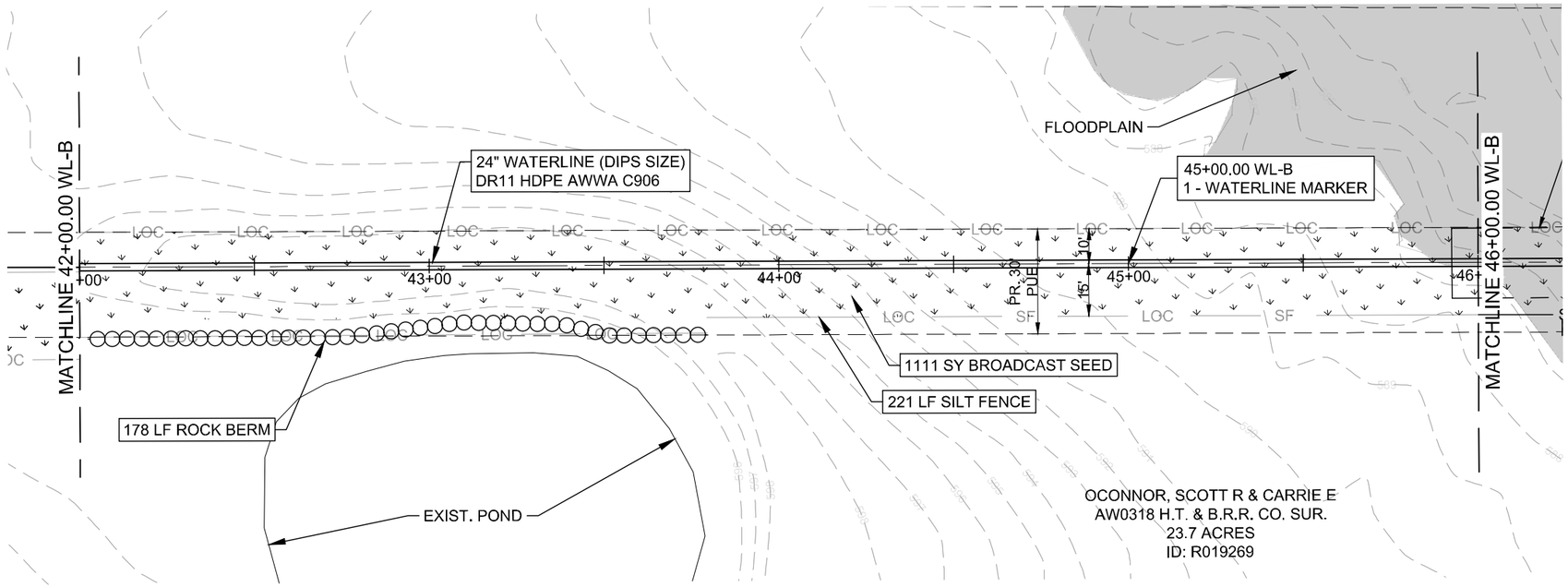
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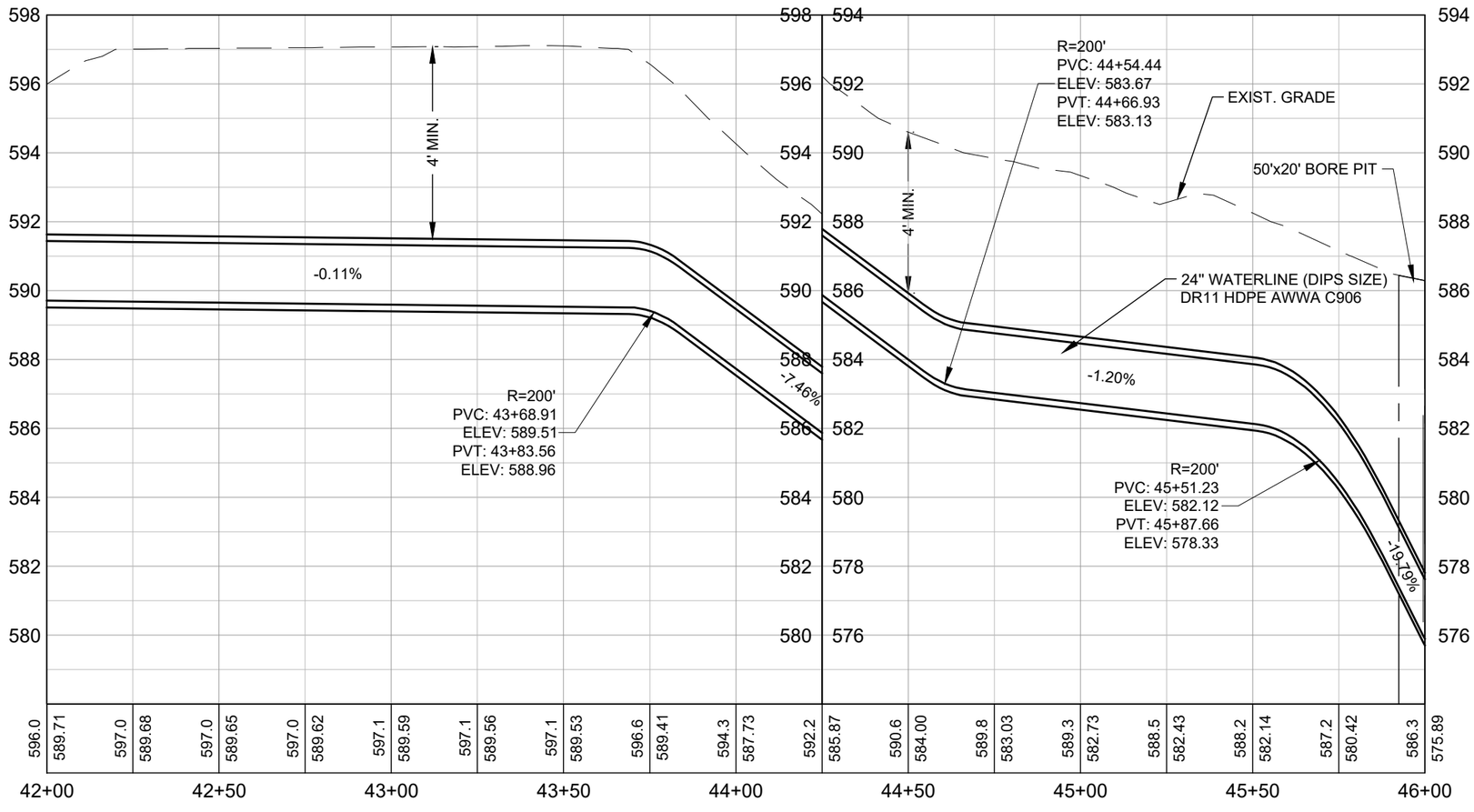
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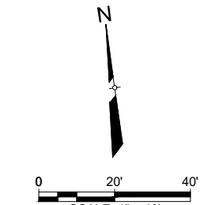
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CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.454.9788 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE B PLAN AND PROFILE
42+00 TO 46+00

CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

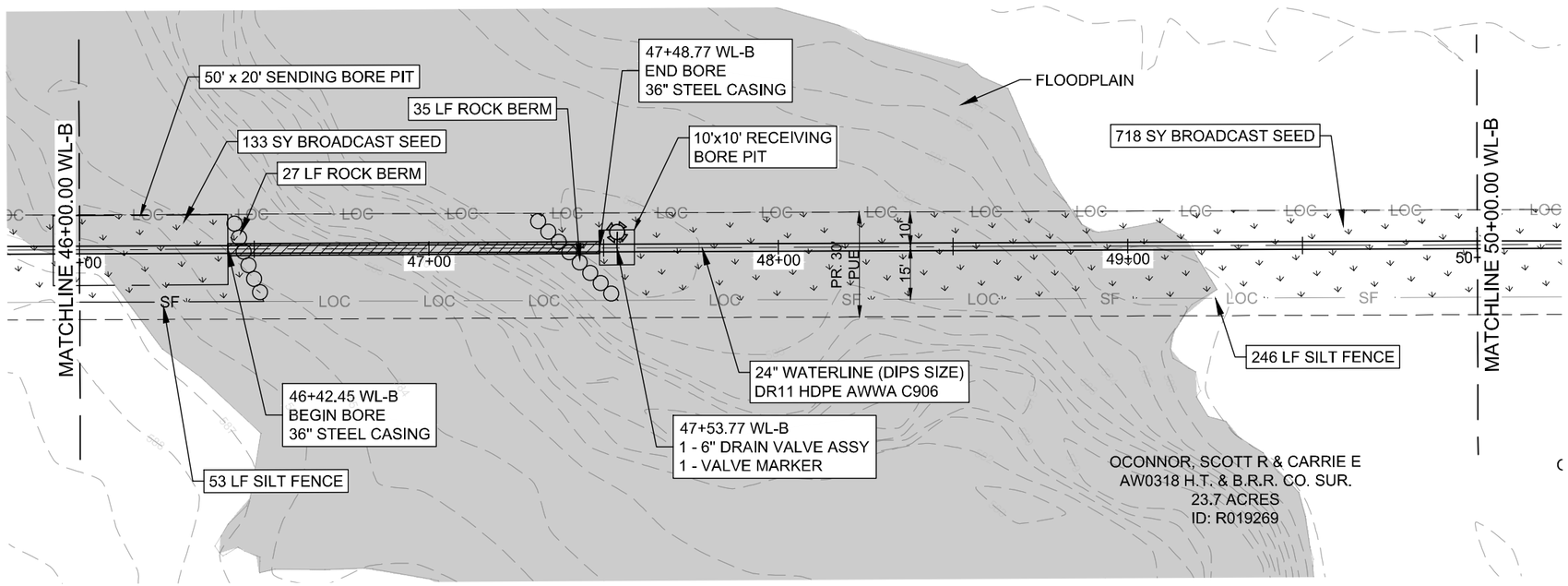
PROJ. NO.	1903-099-05-57
DESIGN:	H. BYRNE
DRAWN:	H. BYRNE
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
DATE:	3/29/2022

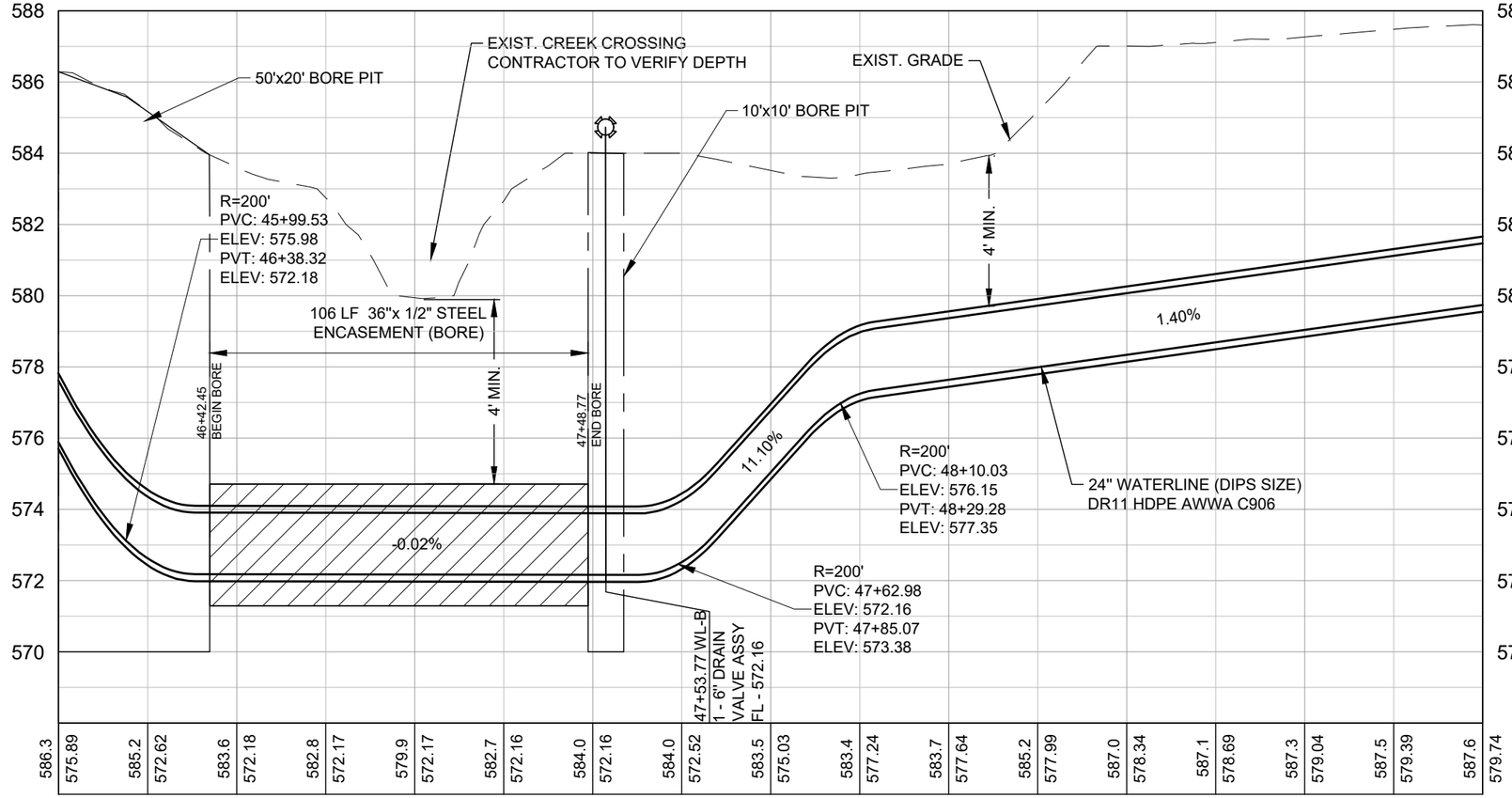
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

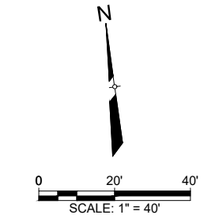
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C-314
18 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-05.dwg - Tab: 14 - Plotted: 3/28/2022 4:00 PM By: KRISTEN VAN HOOSIER







LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- 2" W — EX. 2" WATER
- 12" W — EX. 12" WATER
- 16" W — EX. 16" WATER
- PR. WATER
- LOC — LIMITS OF CONS.
- SF — SILT FENCE
- ROCK BERM
- BROADCAST SEED
- G — EX. GAS LINE
- OE — EX. OVERHEAD ELECTRIC
- OC — EX. OVERHEAD CABLE
- OH — EX. OVERHEAD UTILITIES
- OT — EX. OVERHEAD TELECOM
- UT — EX. U.G. TELECOM
- UE — EX. U.G. ELECTRIC
- EX. FENCE
- PR. WATER VALVE
- PR. DRAIN VALVE ASSEMBLY

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
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6. WATER LINE SHALL BE 24" DIPS HDPE, DR 11 (200 PSI), WITH I.D. = 20.829". CONCRETE THRUST BLOCKS SHALL BE USED AT ALL FITTINGS, VALVES, AND OTHER APPURTENANCES.
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EXISTING GRADE 607.7
FLOW LINE OF PIPE 602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

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TBPE NO. F-274 / TBPLS NO. 10046701
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AUSTIN, TEXAS 78752
512.454.9700 | FAX 512.834.7727
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WATER LINE B PLAN AND PROFILE
46+00 TO 50+00
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

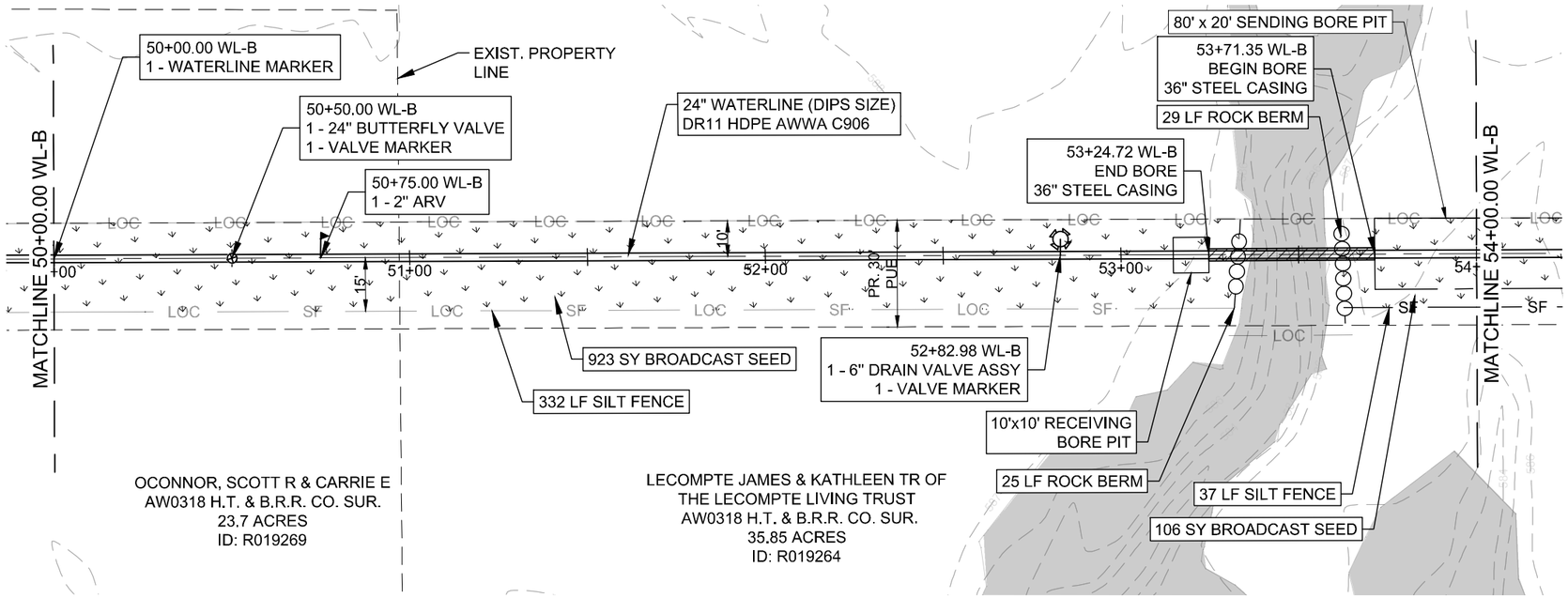
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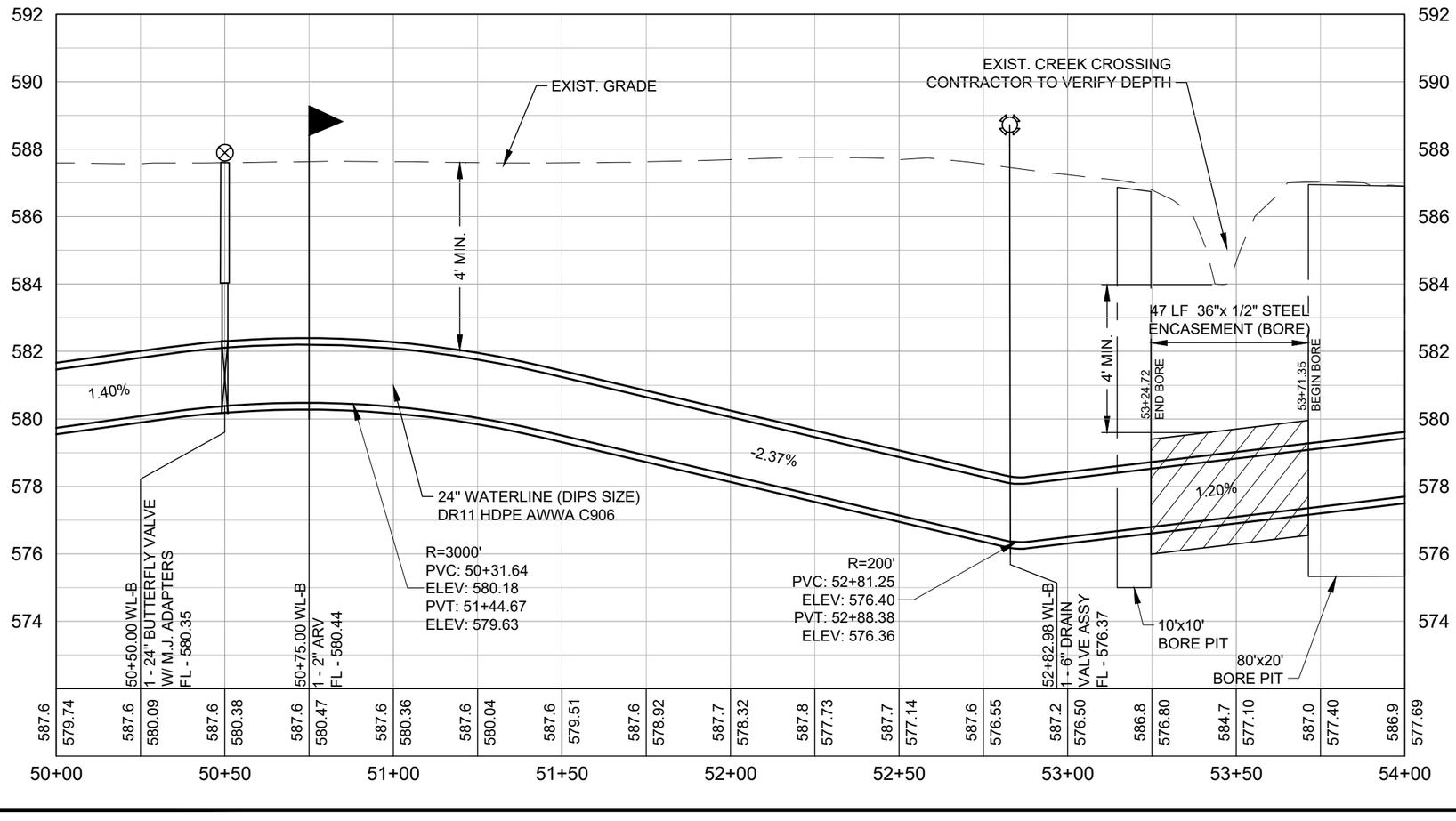
STATE OF TEXAS
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136882
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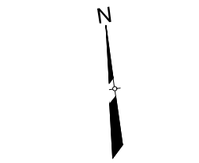
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SHEET
C-315
19 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Rood_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-05.dwg -- Tab: 15 -- Plotted: 3/28/2022 4:00 PM By: KRISTEN VAN HOOSIER







LEGEND

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PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

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CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752-3724
512.454.9788 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE B PLAN AND PROFILE
50+00 TO 54+00
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

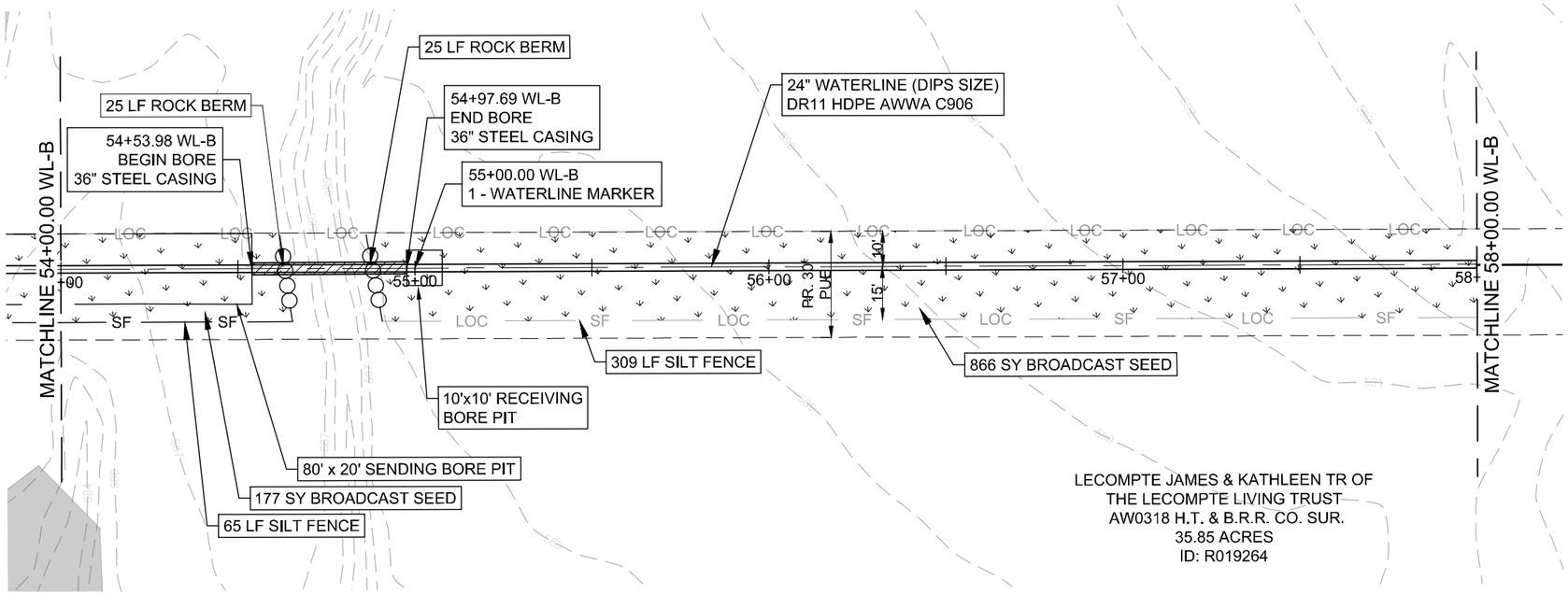
PROJ. NO.	1903-099-05-57
DESIGN:	H. BYRNE
DRAWN:	H. BYRNE
CHECK:	J. HASTINGS
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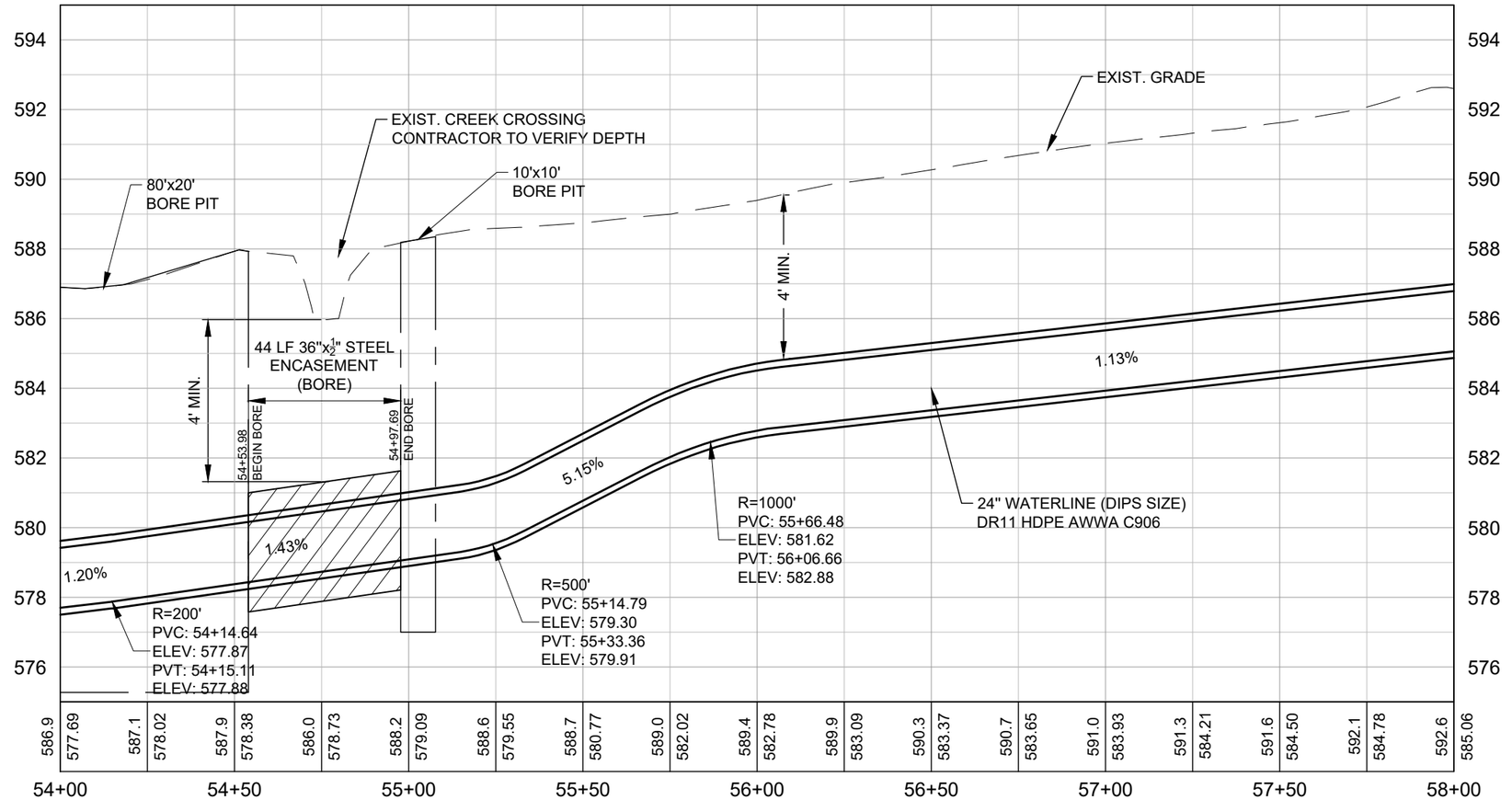
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

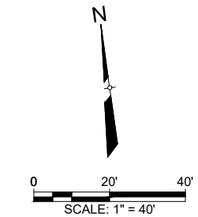
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SHEET
C-316
20 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-05.dwg — Tab: 16 — Plotted: 3/28/2022 4:01 PM By: KRISTEN VAN HOOSIER







LEGEND

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TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.454.9788 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE B PLAN AND PROFILE
54+00 TO 58+00
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

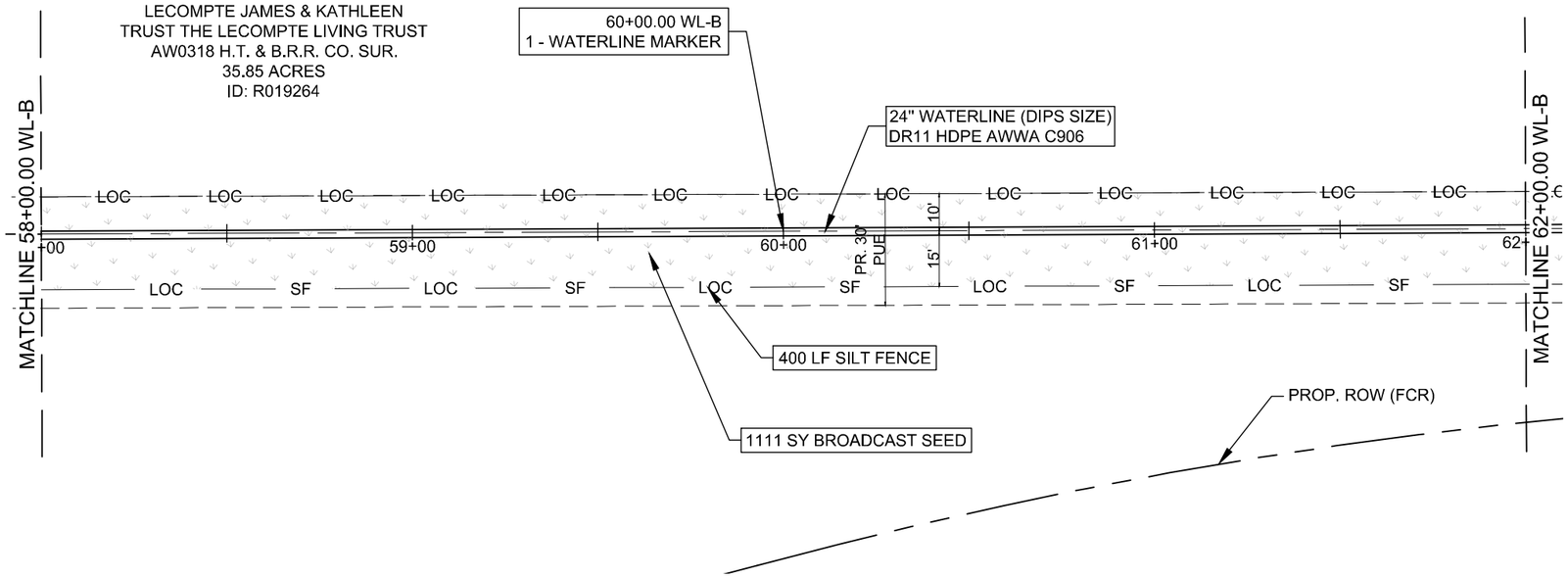
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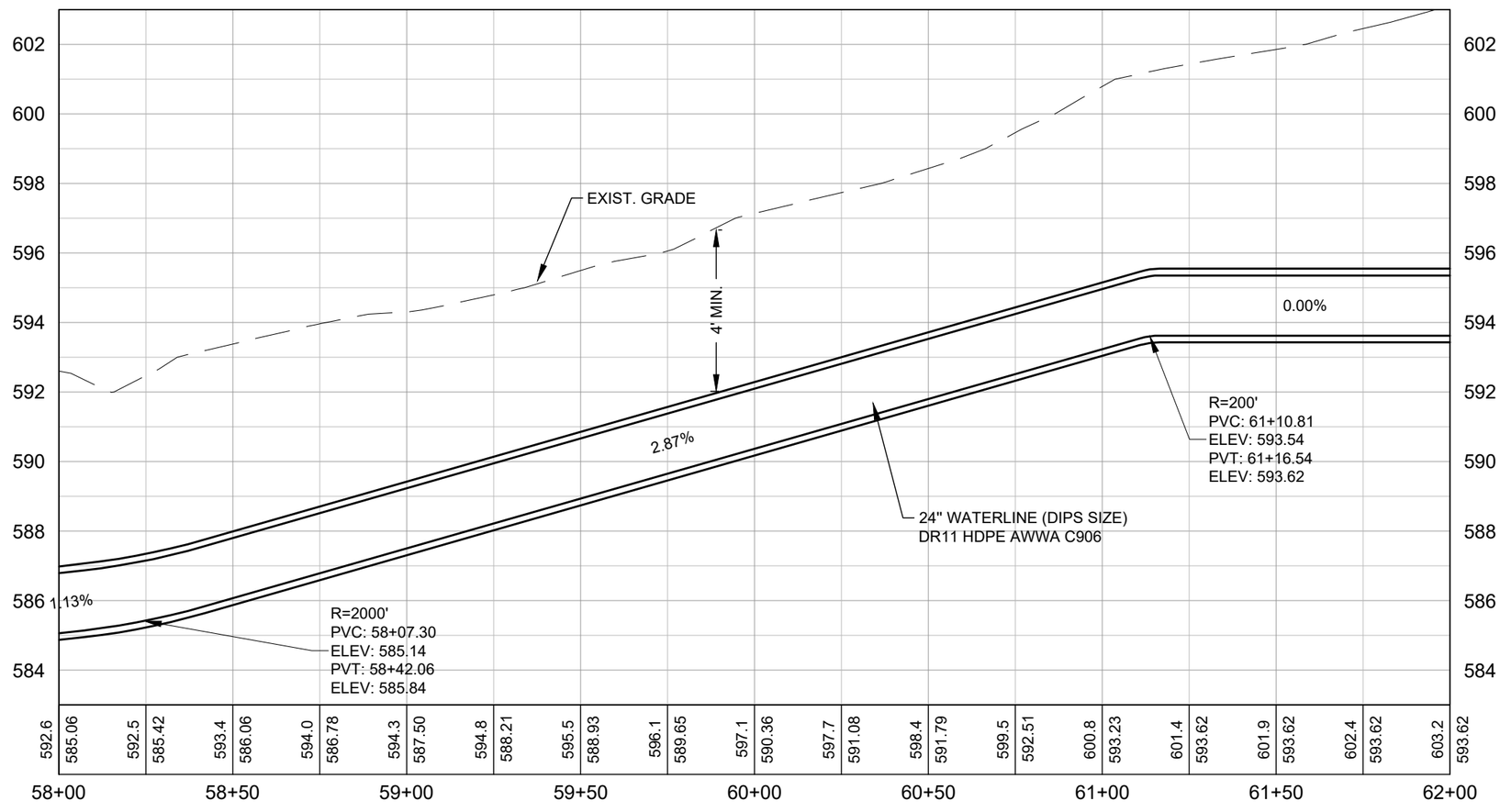
STATE OF TEXAS
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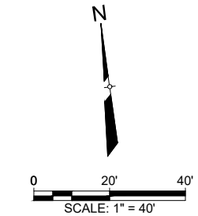
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SHEET
C-317
21 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-05.dwg — Tab: 17 — Plotted: 3/28/2022 4:01 PM By: KRISTEN VAN HOOSIER







LEGEND

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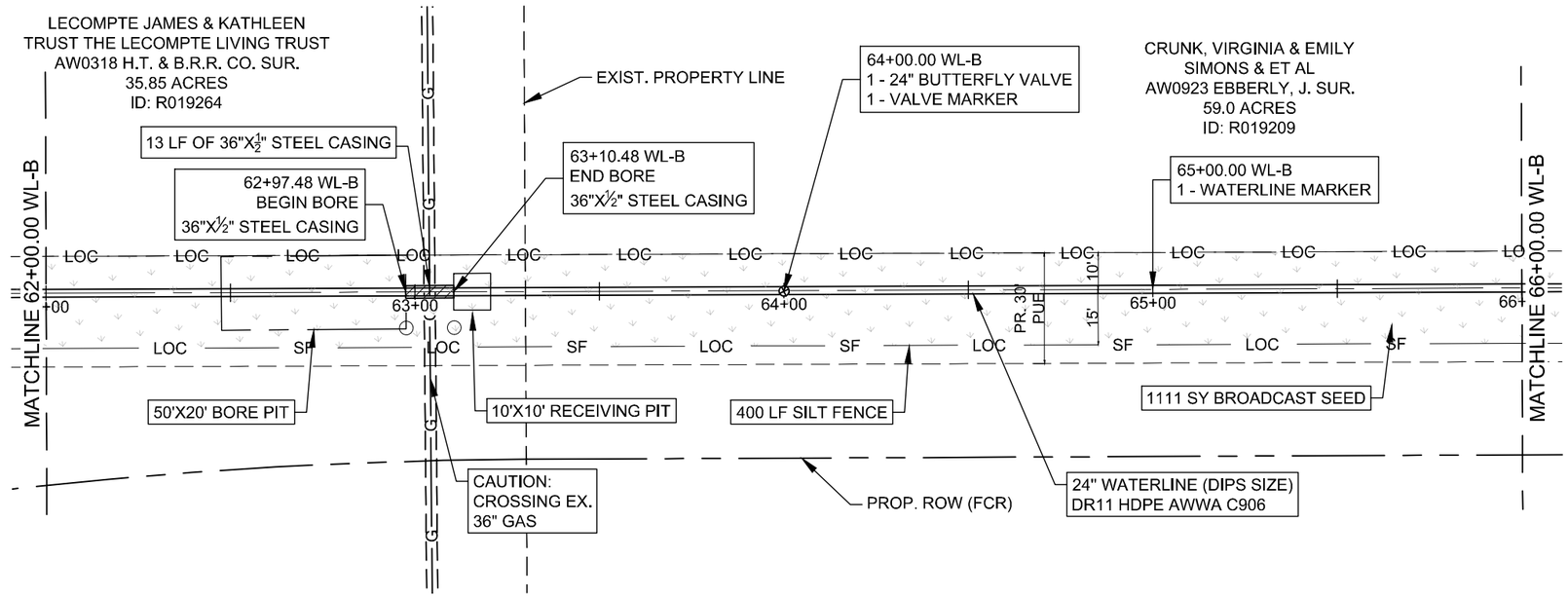
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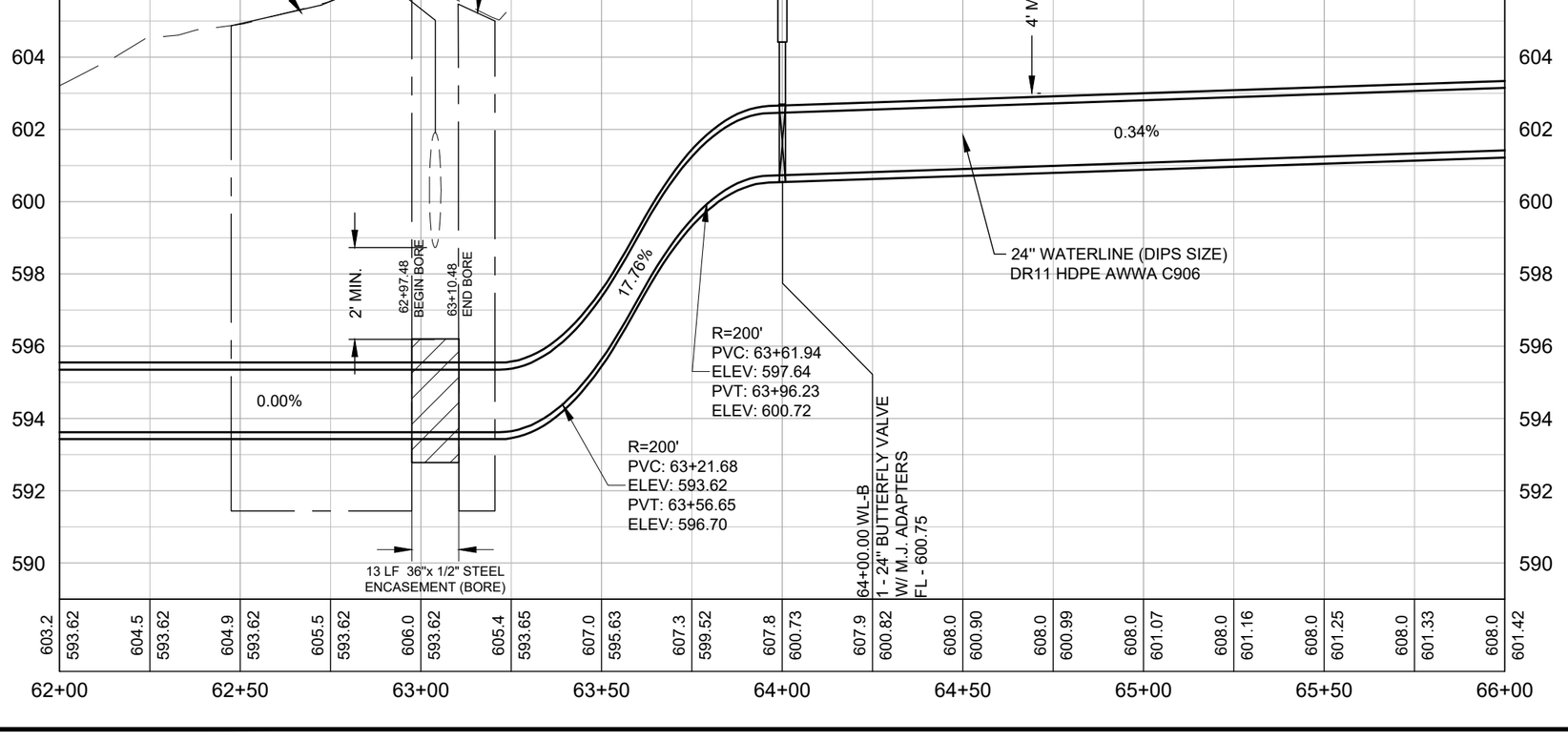
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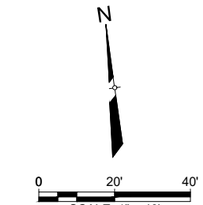
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VERTICAL LOCATION OF EXISTING 36" CRUDE OIL GAS LINE IS UNKNOWN. CONTRACTOR SHALL COORDINATE WITH PIPELINE OWNER TO DETERMINE DEPTH AT THE CROSSING LOCATION PRIOR TO CONSTRUCTION. IF DISCREPANCY IS FOUND BETWEEN FIELD FINDING AND DEPTH SHOWN ON PLAN, CONTRACTOR SHALL COORDINATE WITH ENGINEER.





LEGEND

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- PR. RIGHT-OF-WAY
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- 16" W — EX. 16" WATER
- PR. WATER
- LOC — LIMITS OF CONS.
- SF — SILT FENCE
- ROCK BERM
- BROADCAST SEED
- G — EX. GAS LINE
- OE — EX. OVERHEAD ELECTRIC
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EXISTING GRADE
FLOW LINE OF PIPE
607.7
602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752-3724
512.834.9700 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE B PLAN AND PROFILE
62+00 TO 66+00

CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

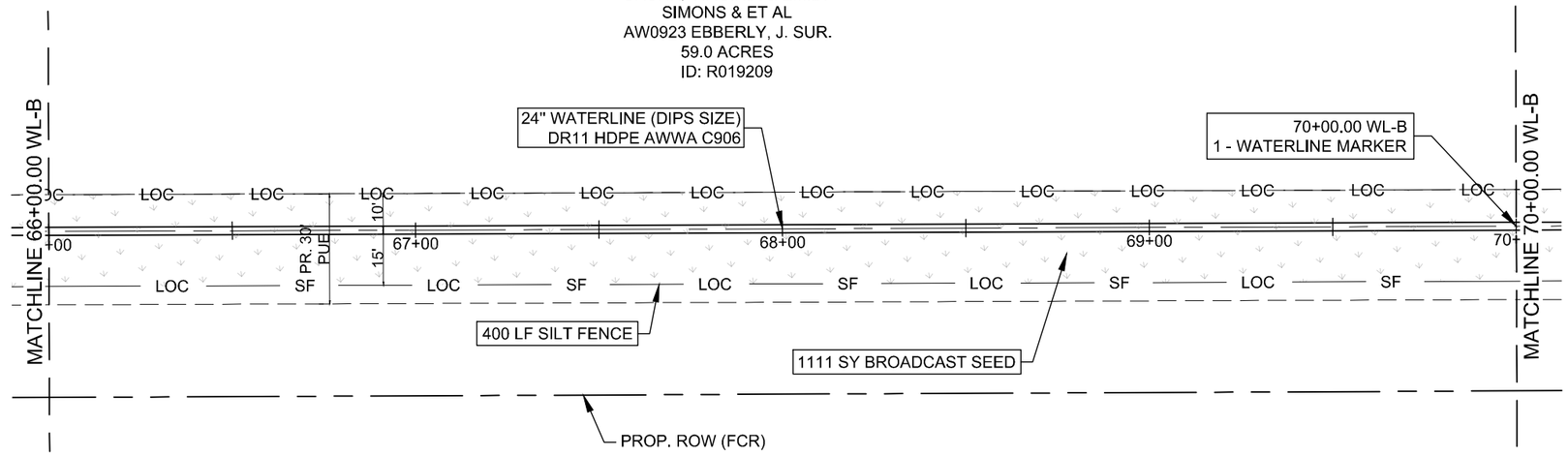
PROJ. NO.	1903-099-05-57
DESIGN:	H. NEWTON
DRAWN:	H. NEWTON
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
DATE:	3/29/2022

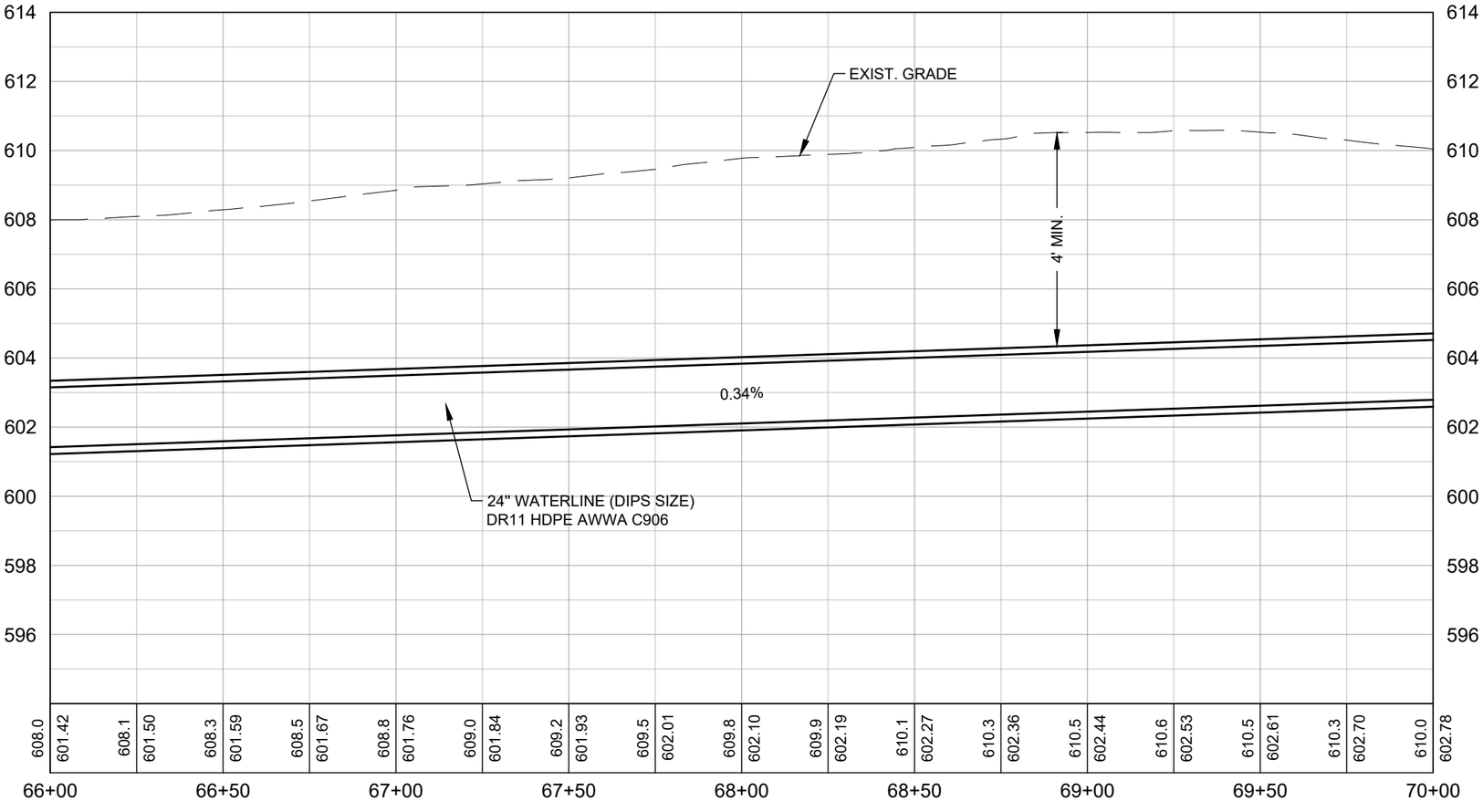
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

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C-319
23 of 66

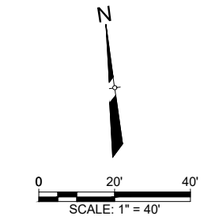
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EXISTING GRADE 607.7
FLOW LINE OF PIPE 602.79

PROFILE SCALE
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1"=4' VERT.



LEGEND

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CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9700 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE B PLAN AND PROFILE
66+00 TO 70+00
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

PROJ. NO.	1903-099-05-57
DESIGN:	H. NEWTON
DRAWN:	H. NEWTON
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
DATE:	3/29/2022

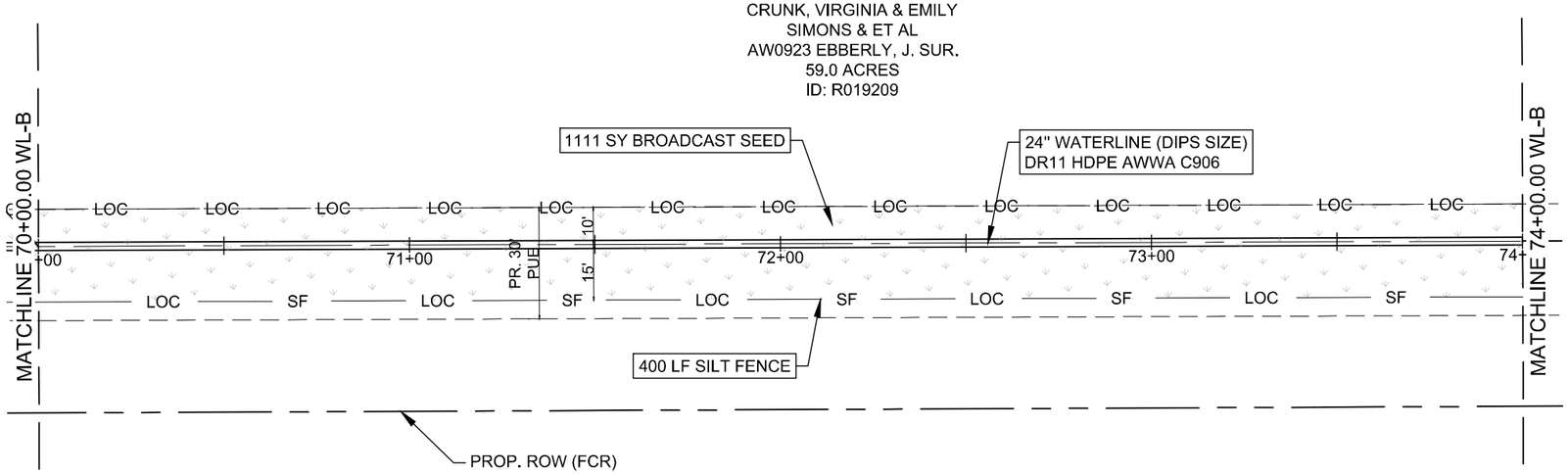
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
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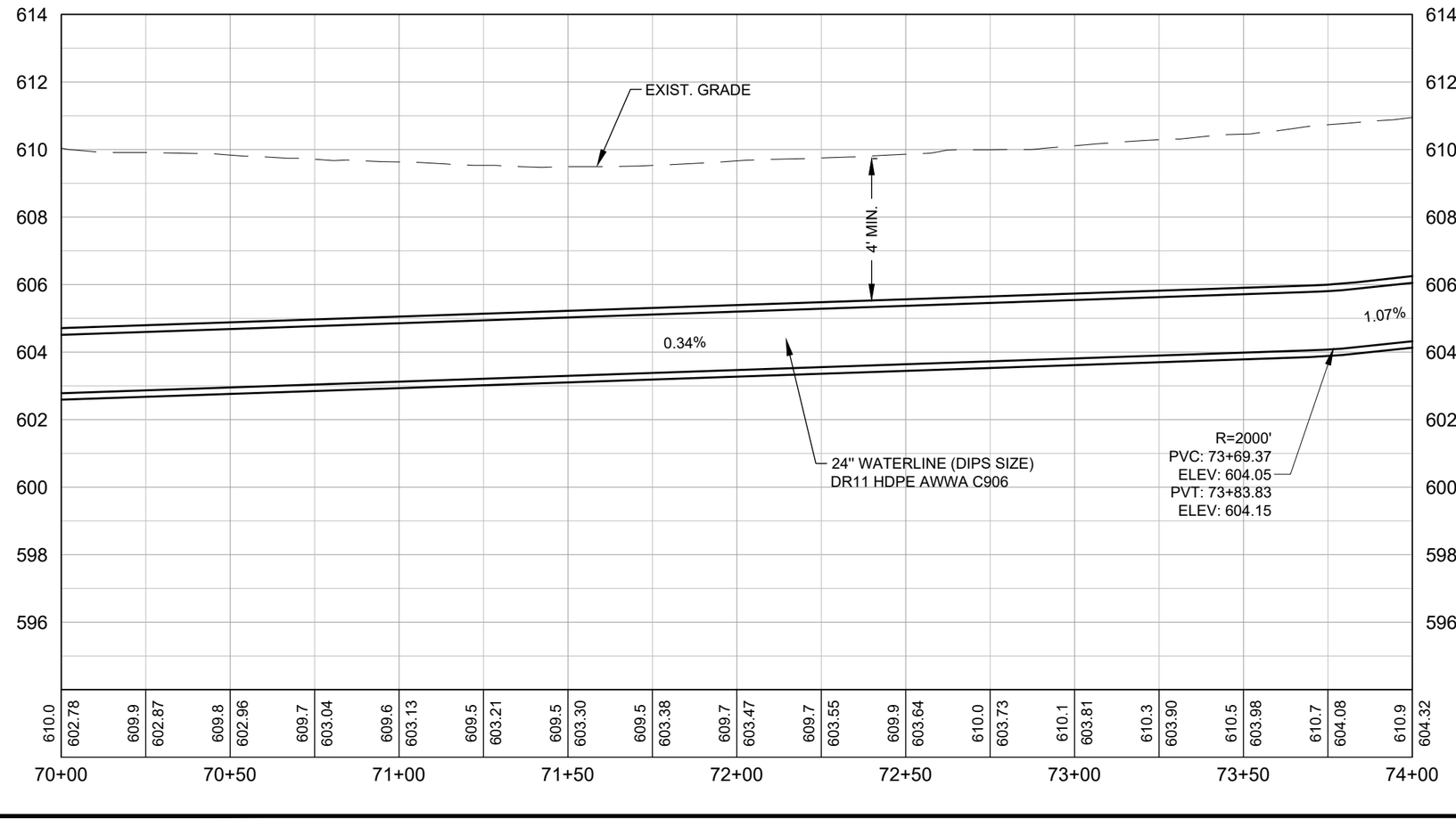
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SHEET
C-320
24 of 66

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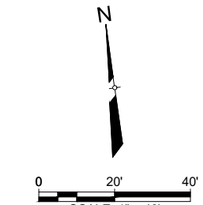
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EXISTING GRADE 607.7
FLOW LINE OF PIPE 602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.



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CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9700 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE B PLAN AND PROFILE 70+00 TO 74+00

CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

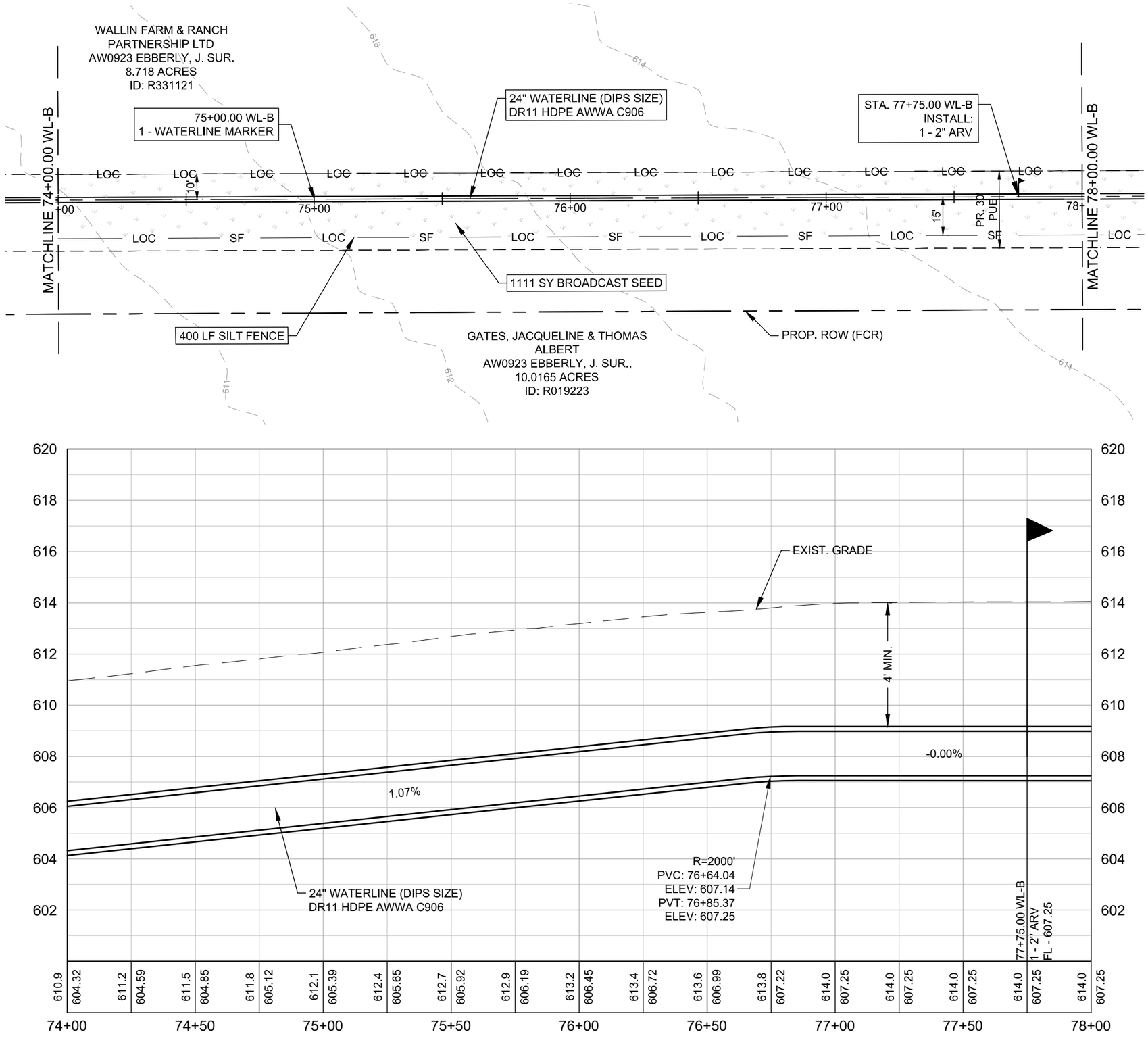
WILLIAMSON COUNTY 1848

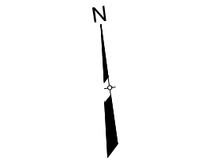
PROJ. NO.	1903-099-05-57
DESIGN:	H. NEWTON
DRAWN:	H. NEWTON
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
DATE:	3/29/2022

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-321
25 of 66





LEGEND

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- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- 2" W — EX. 2" WATER
- 12" W — EX. 12" WATER
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FLOW LINE OF PIPE 602.79

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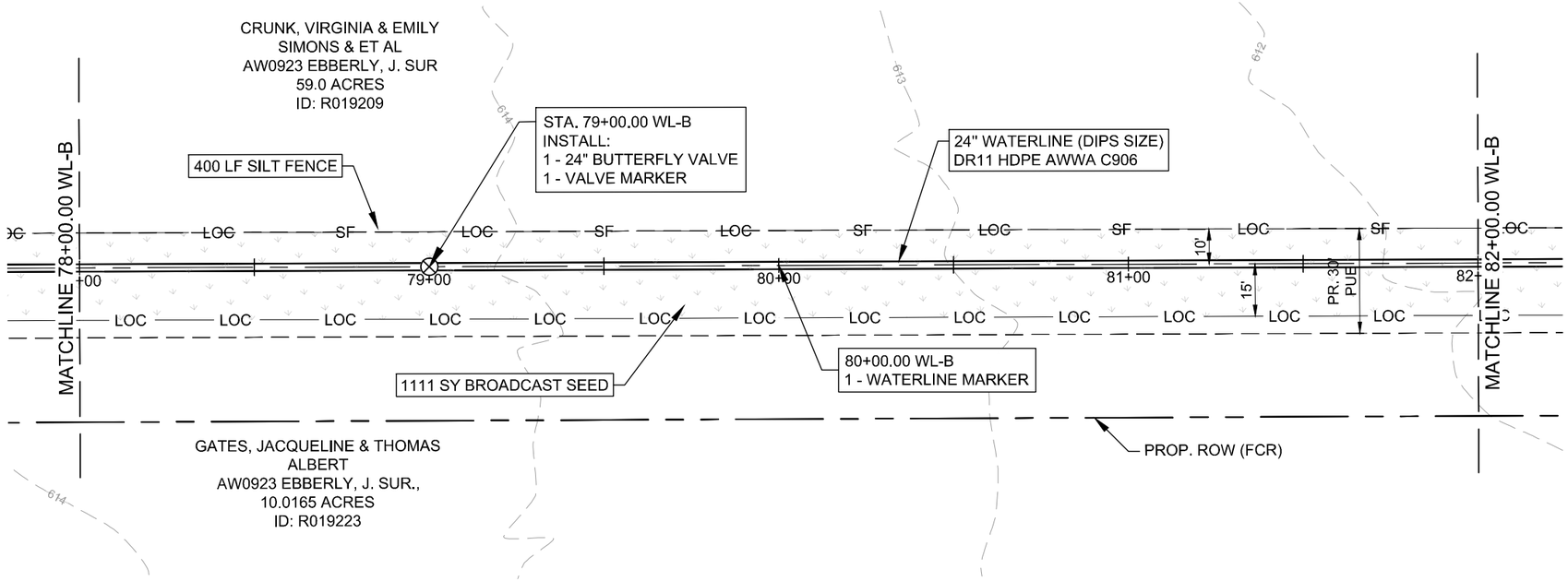
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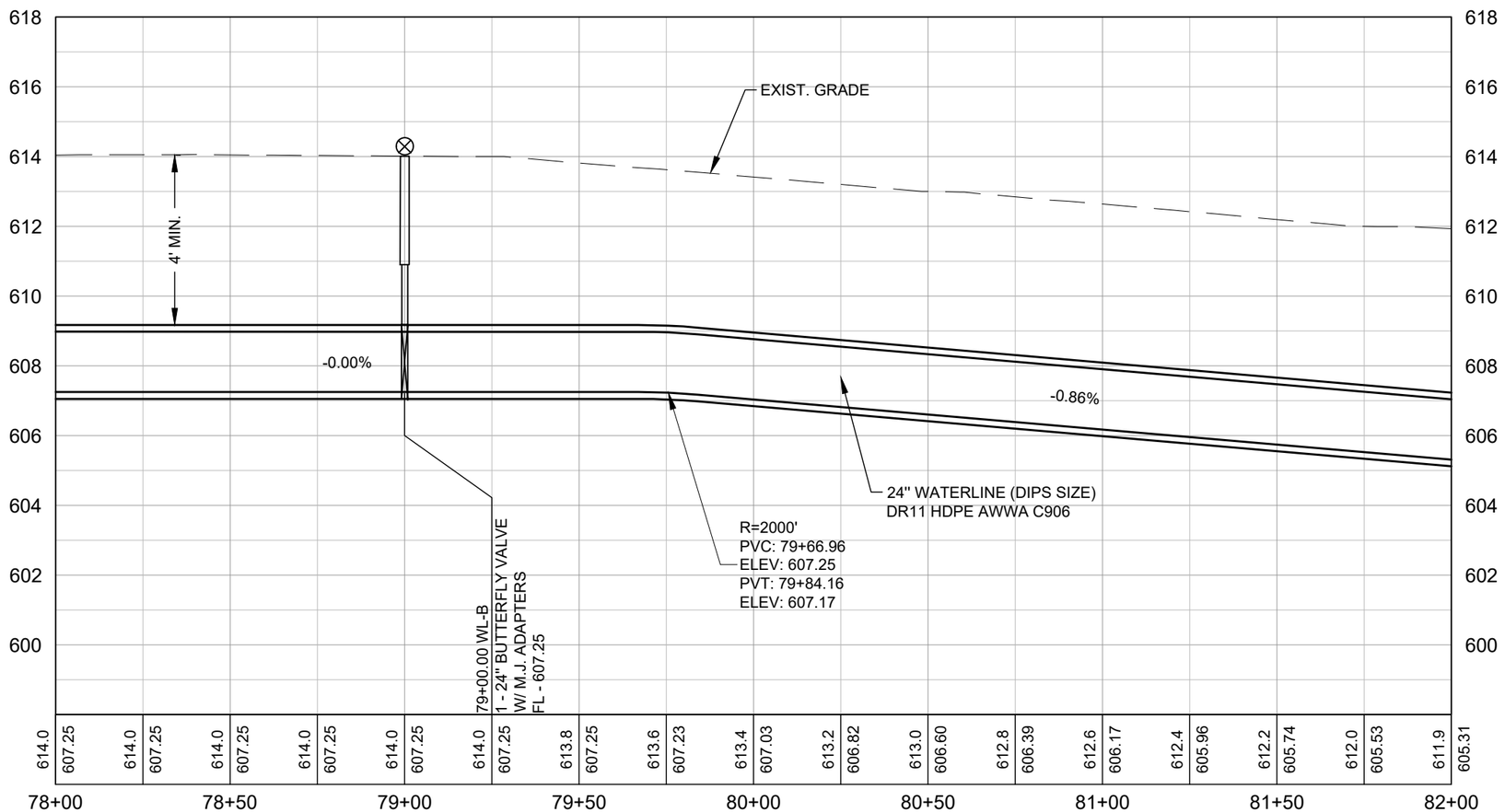
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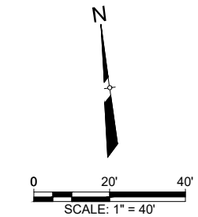
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SHEET
C-322
26 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-07.dwg — Tab: 22 — Plotted: 3/28/2022 4:05 PM By: KRISTEN VAN HOOSIER







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REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9789 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE B PLAN AND PROFILE
78+00 TO 82+00
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

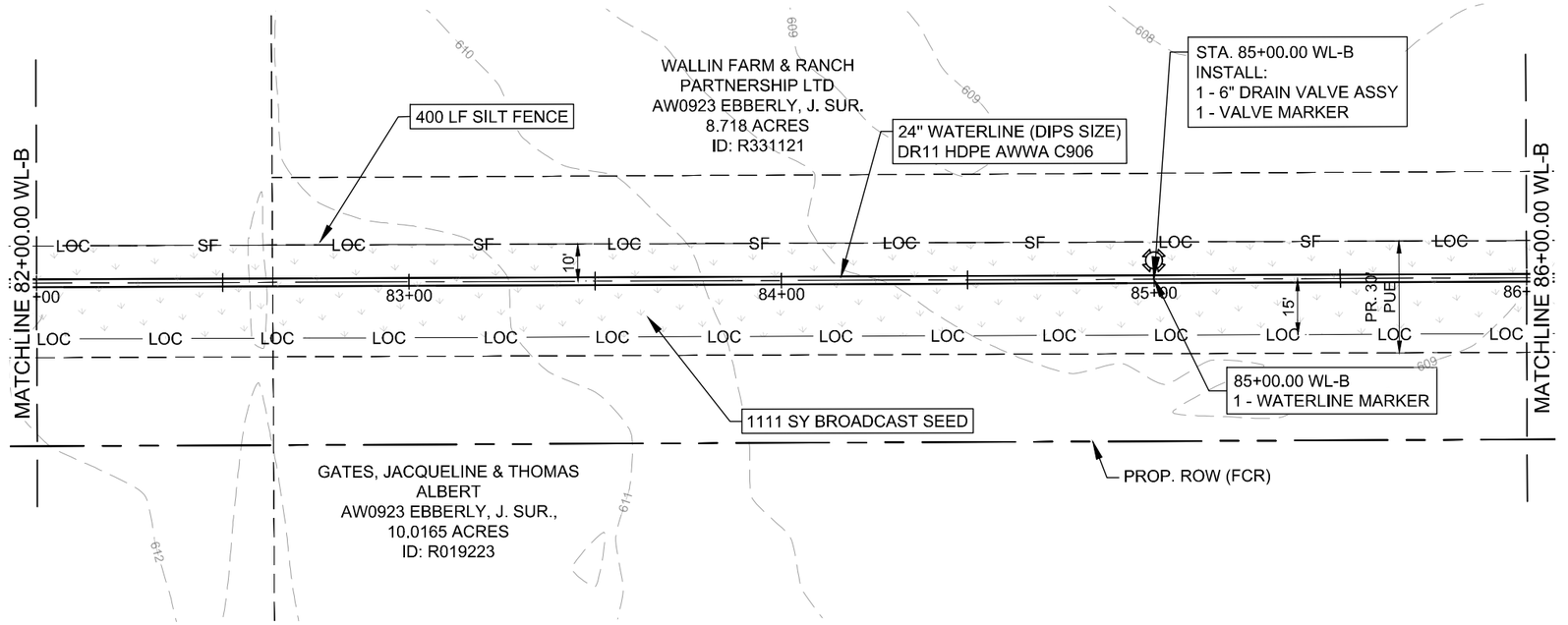
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DESIGN:	H. NEWTON
DRAWN:	H. NEWTON
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
DATE:	3/29/2022

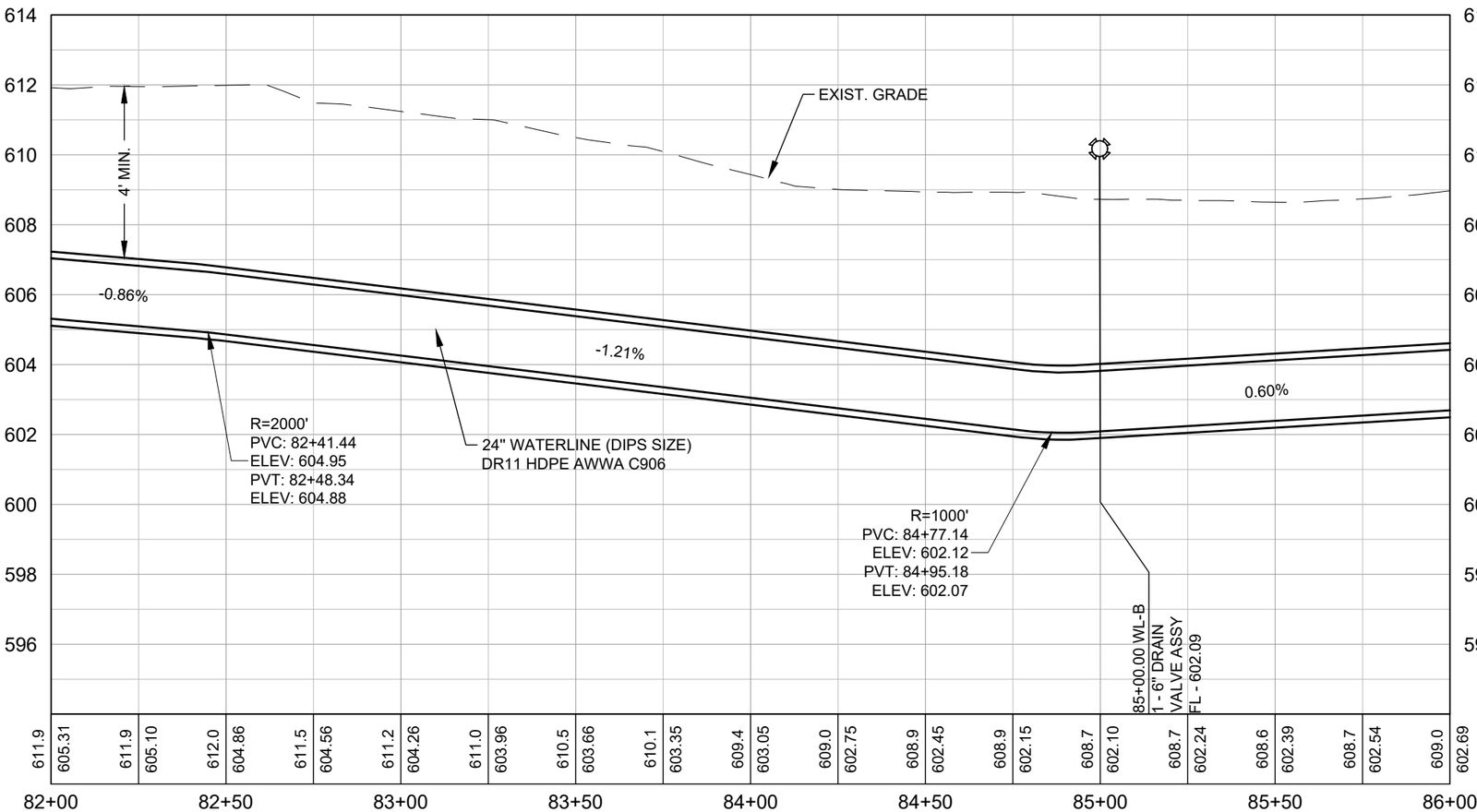
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

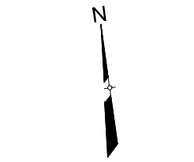
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SHEET
C-323
27 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-07.dwg — Tab: 23 — Plotted: 3/28/2022 4:06 PM By: KRISTEN VAN HOOSIER







LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- 2" W — EX. 2" WATER
- 12" W — EX. 12" WATER
- 16" W — EX. 16" WATER
- PR. WATER
- LOC — LIMITS OF CONS.
- SF — SILT FENCE
- ROCK BERM
- BROADCAST SEED
- G — EX. GAS LINE
- OE — EX. OVERHEAD ELECTRIC
- OC — EX. OVERHEAD CABLE
- OH — EX. OVERHEAD UTILITIES
- OT — EX. OVERHEAD TELECOM
- UT — EX. U.G. TELECOM
- UE — EX. U.G. ELECTRIC
- EX. FENCE
- PR. WATER VALVE
- PR. DRAIN VALVE ASSEMBLY

GENERAL NOTES:

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2. EXISTING 16" WATER MAINS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW 24" MAIN IS CONSTRUCTED, TESTED, APPROVED AND THE NEW MAIN IS PLACED IN SERVICE.
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6. WATER LINE SHALL BE 24" DIPS HDPE, DR 11 (200 PSI), WITH I.D. = 20.829". CONCRETE THRUST BLOCKS SHALL BE USED AT ALL FITTINGS, VALVES, AND OTHER APPURTENANCES.
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EXISTING GRADE 607.7
FLOW LINE OF PIPE 602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

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WATER LINE B PLAN AND PROFILE
82+00 TO 86+00
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

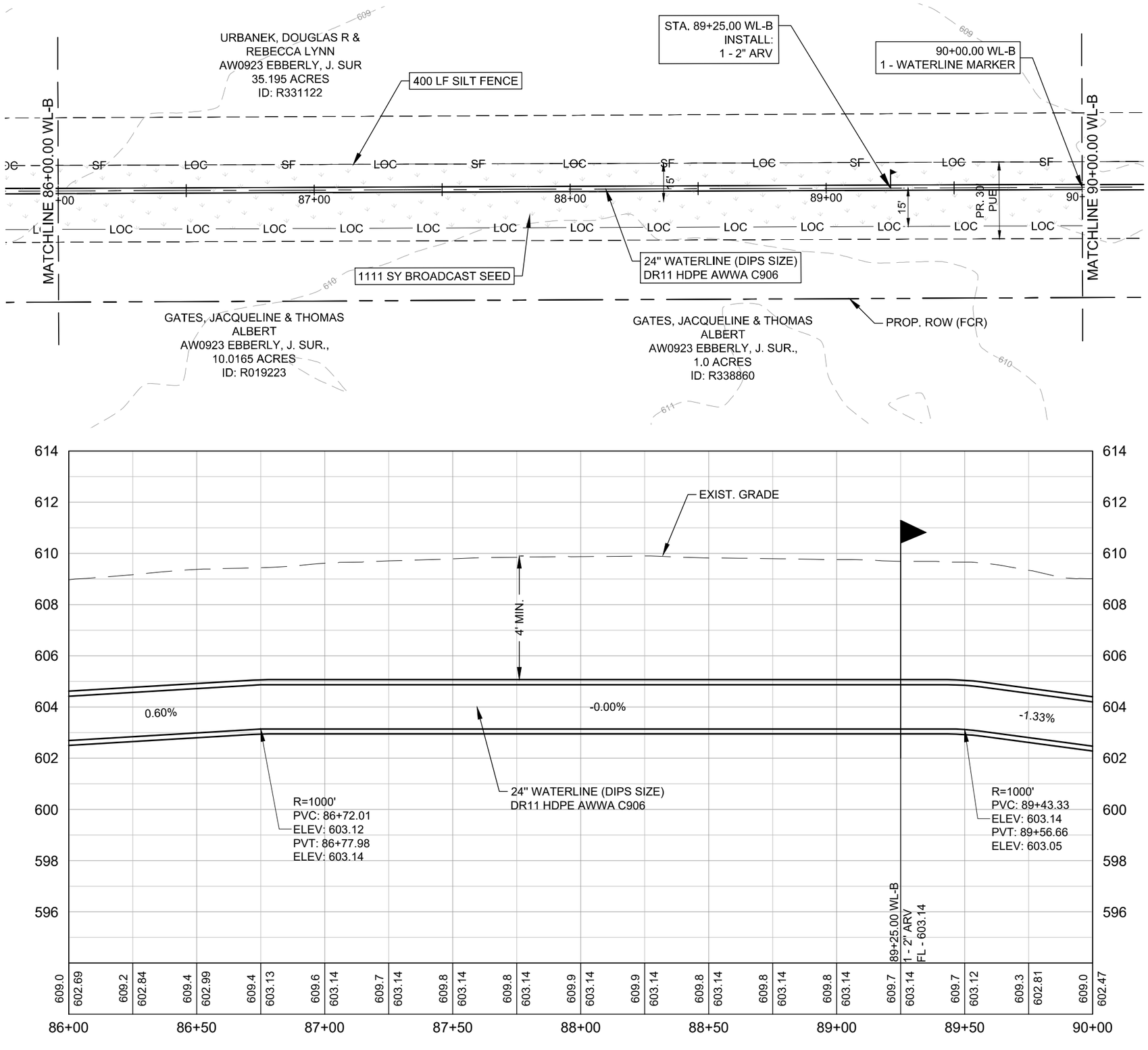
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APPR:	K. VAN HOOSIER
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STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

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C-324
28 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-07.dwg — Tab: 24 — Plotted: 3/28/2022 4:06 PM By: KRISTEN VAN HOOSIER





LEGEND

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EXISTING GRADE 607.7
FLOW LINE OF PIPE 602.79

PROFILE SCALE
1"=40' HORIZ.
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CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
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WWW.COBBFENDLEY.COM

WATER LINE B PLAN AND PROFILE
86+00 TO 90+00

CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

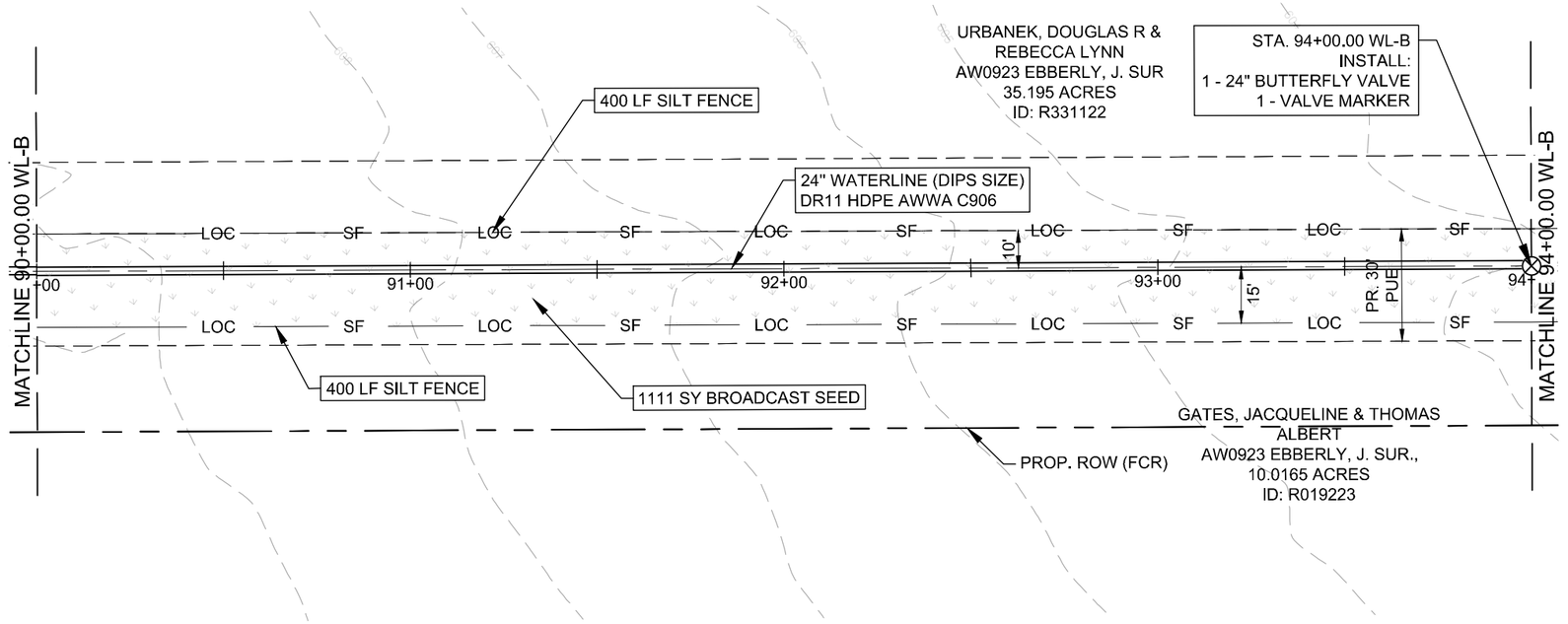
PROJ. NO. 1903-099-05-57
DESIGN: H. NEWTON
DRAWN: H. NEWTON
CHECK: J. HASTINGS
APPR: K. VAN HOOSIER
DATE: 3/29/2022

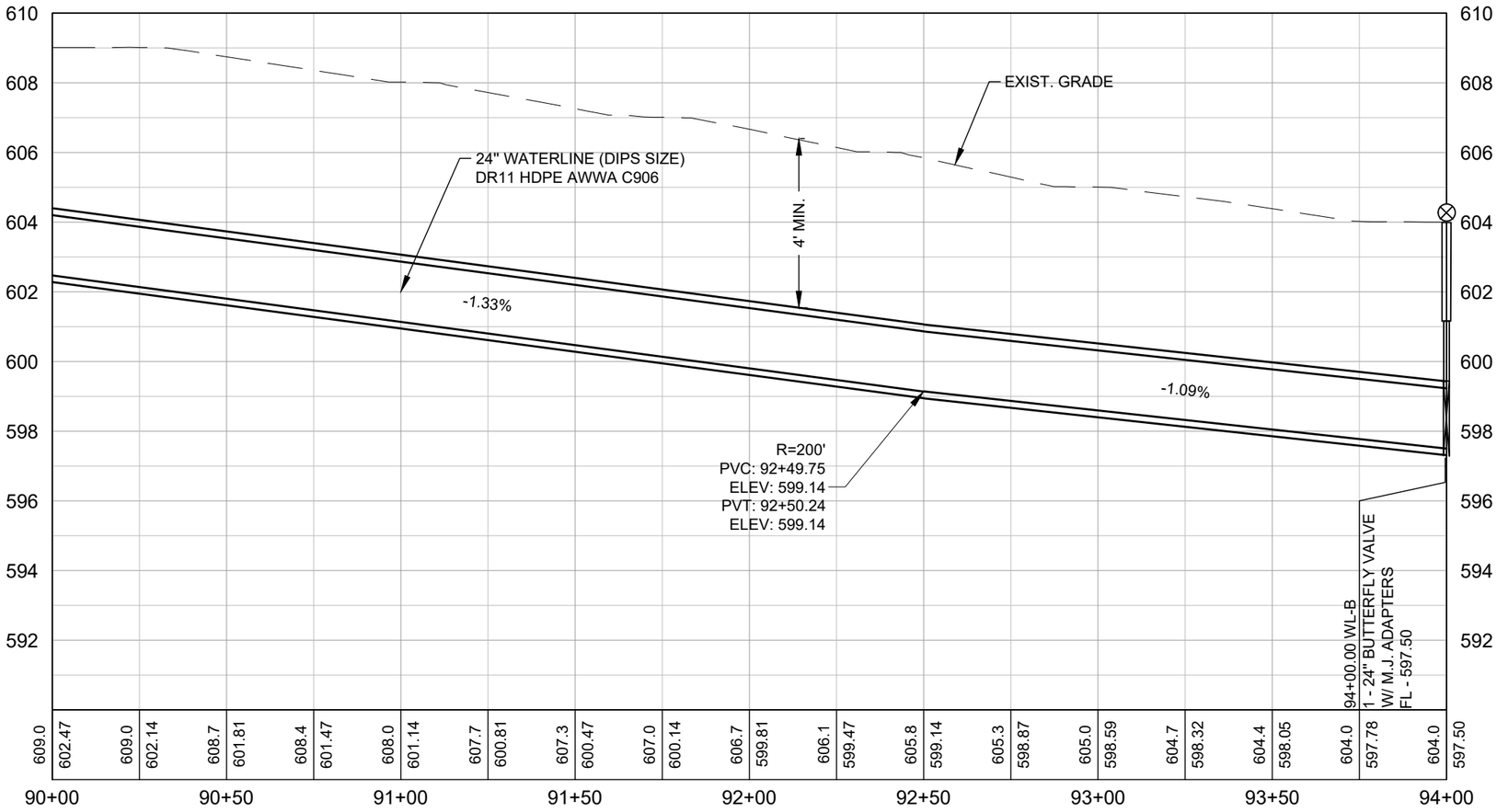
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
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3/30/2022

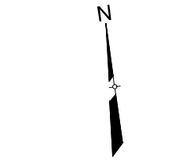
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SHEET
C-325
29 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-07.dwg — Tab: 25 — Plotted: 3/28/2022 4:07 PM By: KRISTEN VAN HOOSIER







LEGEND

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EXISTING GRADE 607.7
FLOW LINE OF PIPE 602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

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CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.454.9788 | FAX 512.834.7727
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WATER LINE B PLAN AND PROFILE
90+00 TO 94+00
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

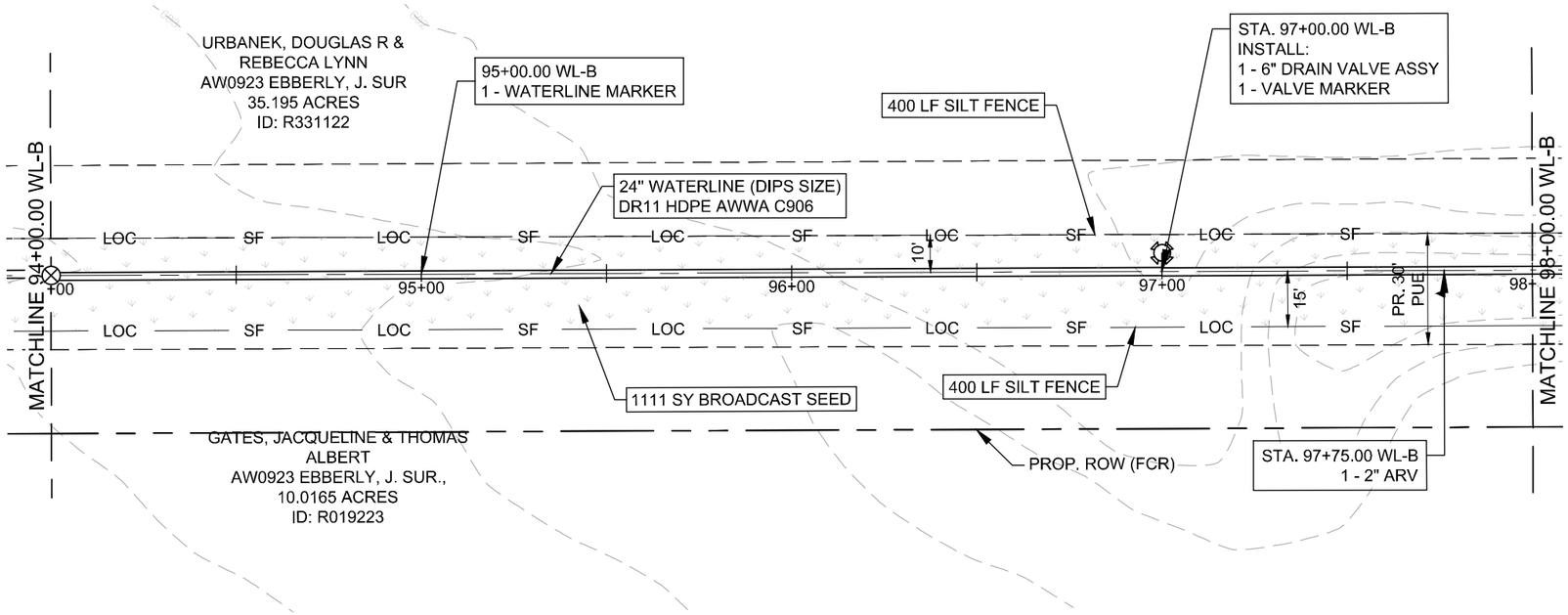
PROJ. NO.	1903-099-05-57
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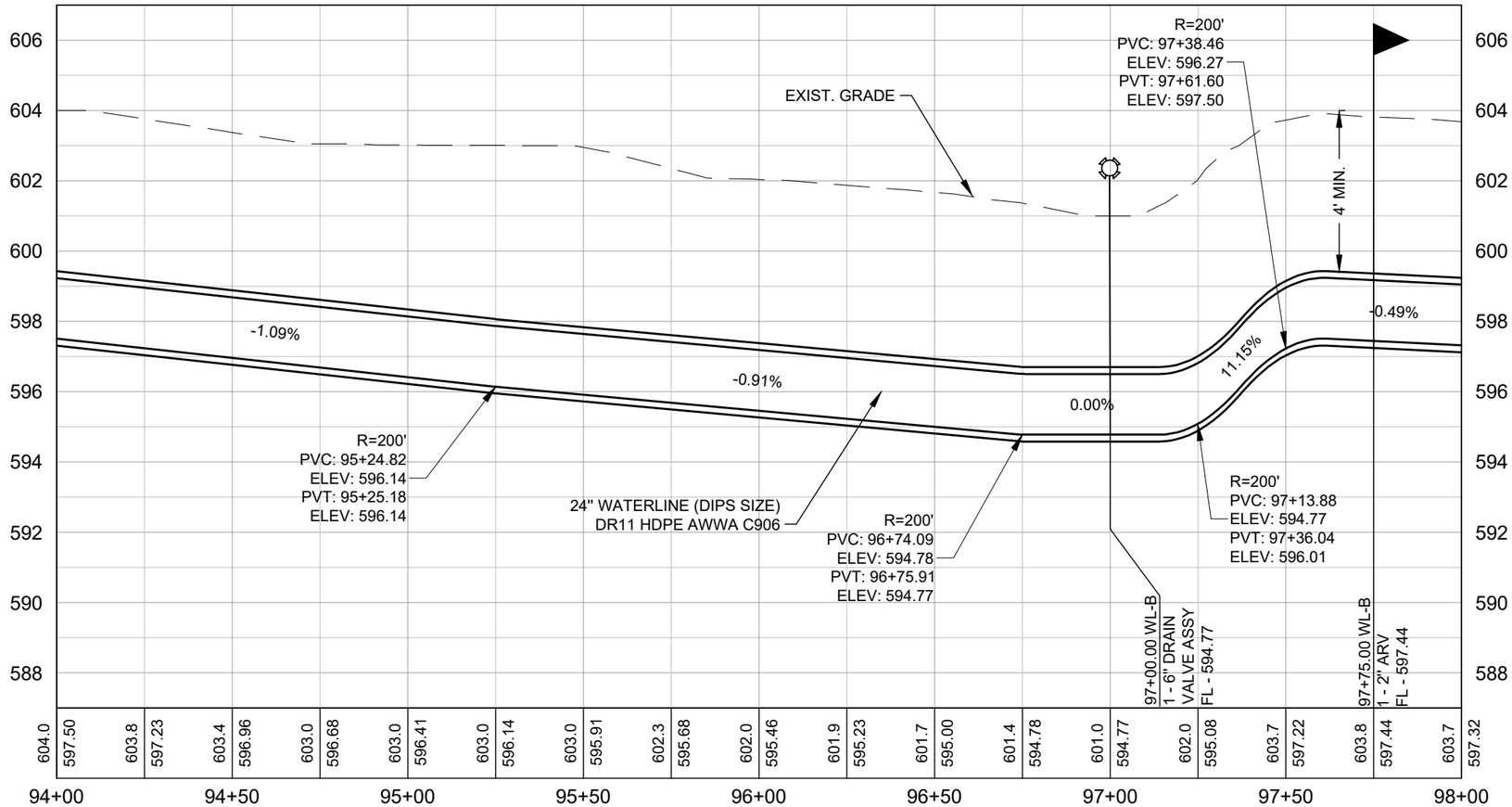
STATE OF TEXAS
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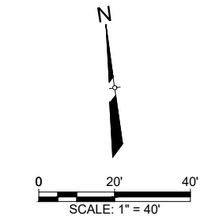
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SHEET
C-326
30 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-08.dwg — Tab: 26 — Plotted: 3/28/2022 4:08 PM By: KRISTEN VAN HOOSIER







LEGEND

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- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- 2" W — EX. 2" WATER
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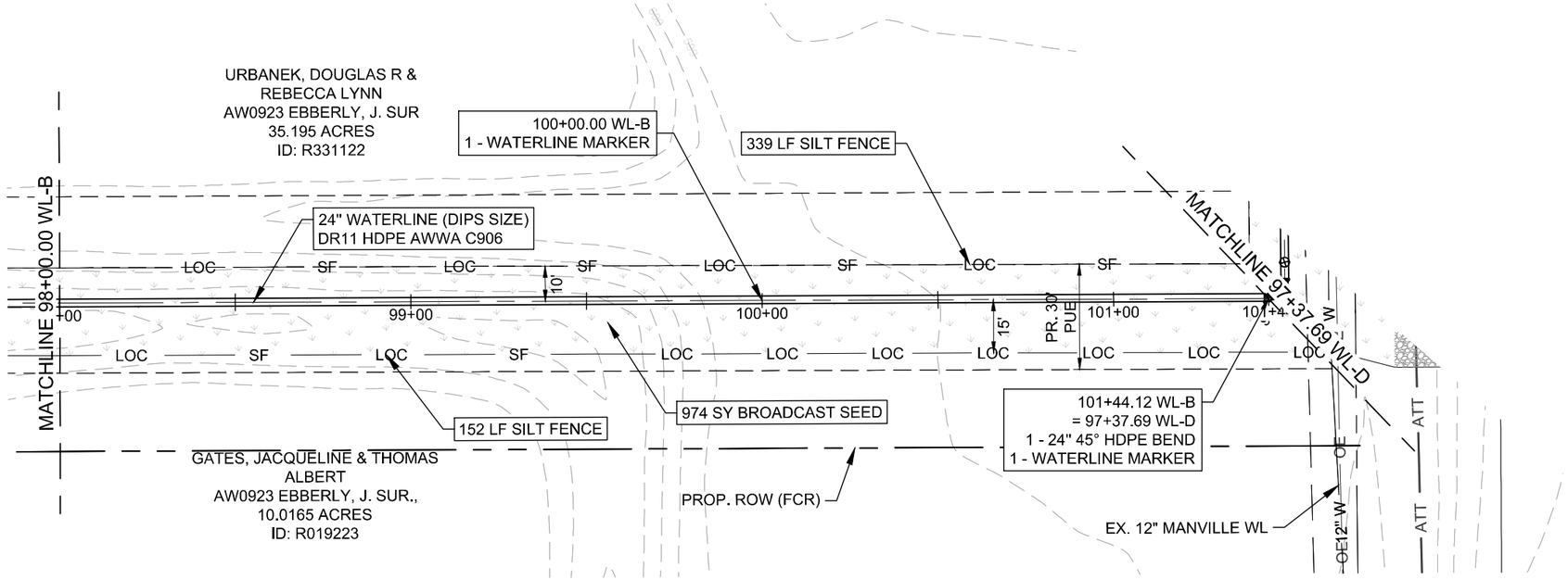
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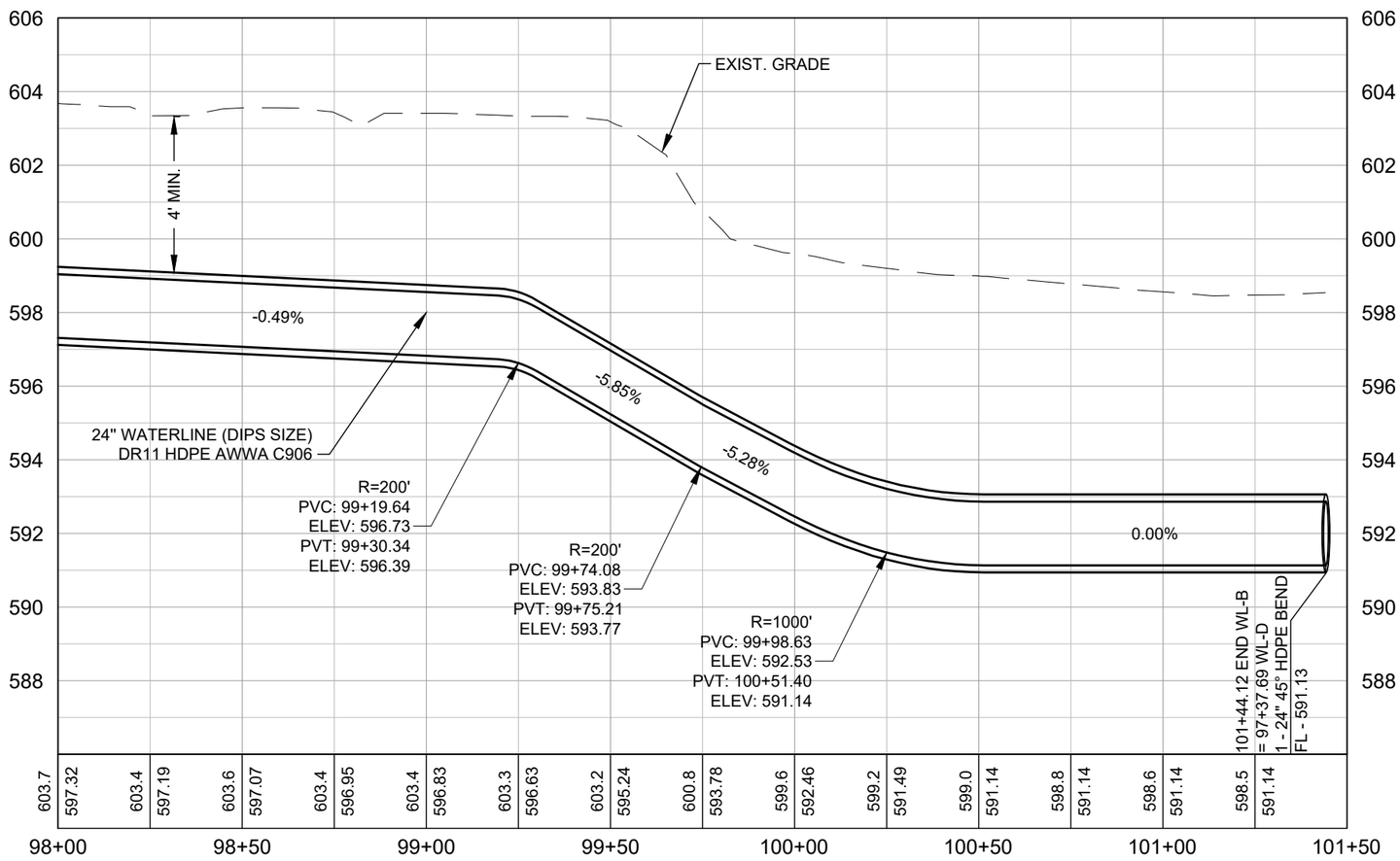
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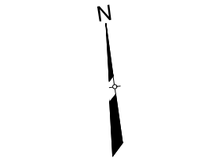
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EXISTING GRADE
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CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.454.9700 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE B PLAN AND PROFILE
98+00 TO 101+44.22

CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

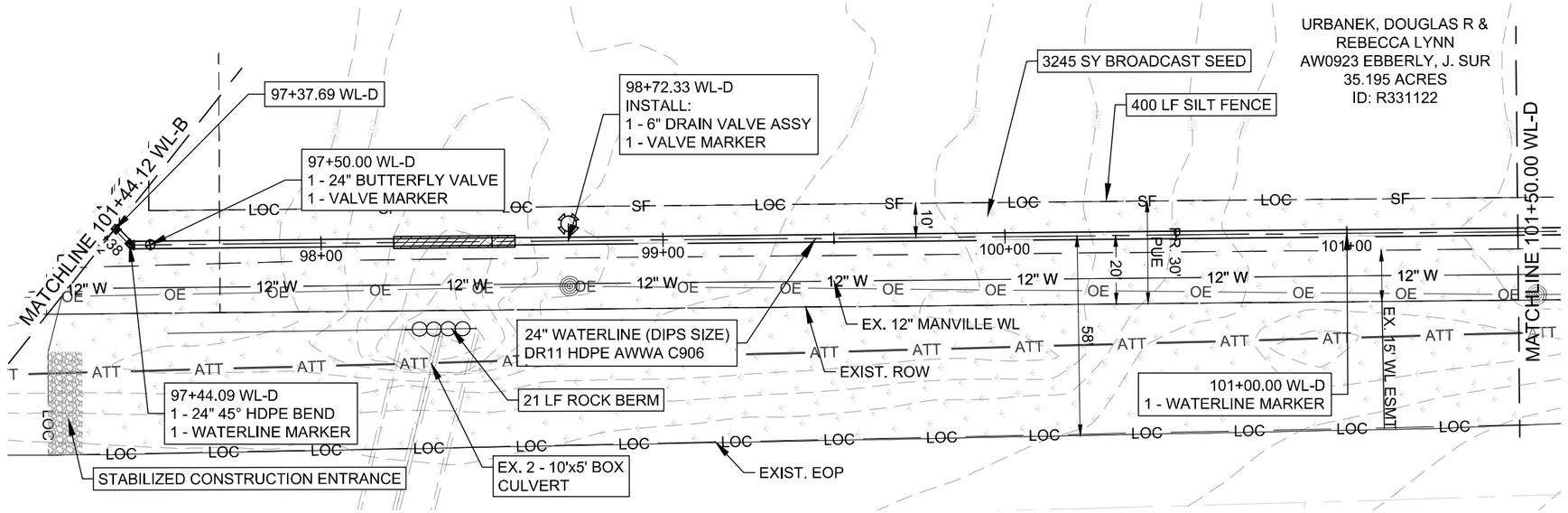
PROJ. NO.	1903-099-05-57
DESIGN:	H. NEWTON
DRAWN:	H. NEWTON
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
DATE:	3/29/2022

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

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Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-08.dwg — Tab: 28 — Plotted: 3/28/2022 4:09 PM By: KRISTEN VAN HOOSIER



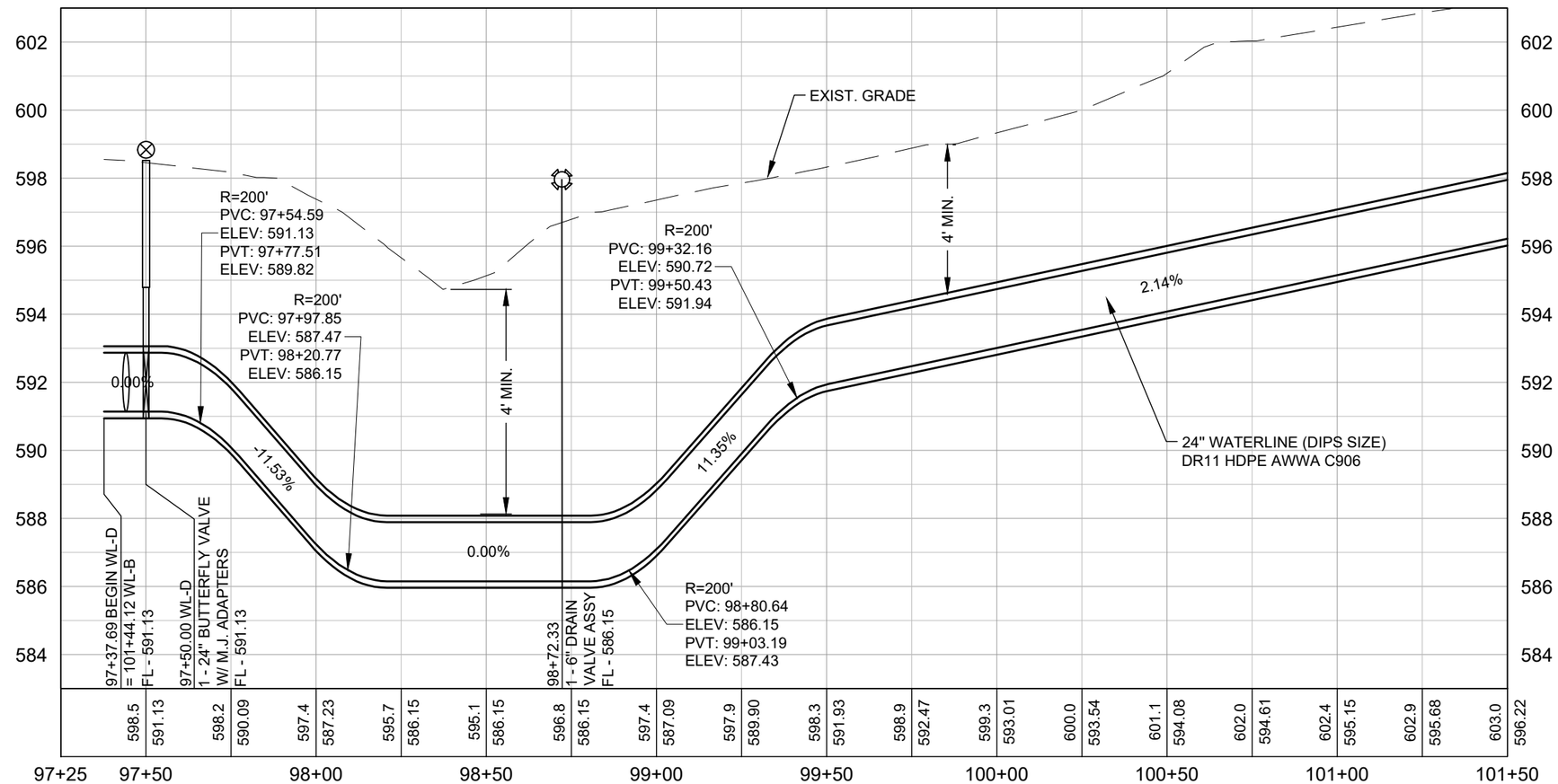
NOTE:
HORIZONTAL LOCATIONS OF EXISTING CULVERTS ARE BASED ON AERIAL IMAGERY. EXISTING UTILITIES AND ROW ARE BASED ON LVL-D INFORMATION. VERTICAL LOCATIONS ARE ASSUMED MINIMUM DEPTH. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATIONS AND MAINTAIN MINIMUM HORIZONTAL AND VERTICAL CLEARANCE WHEN INSTALLING THE WATERLINE.

N

0 20' 40'
SCALE: 1" = 40'

LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- 2" W — EX. 2" WATER
- 12" W — EX. 12" WATER
- 16" W — EX. 16" WATER
- PR. WATER
- LOC — LIMITS OF CONS.
- SF — SILT FENCE
- ROCK BERM
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- EX. FENCE
- PR. WATER VALVE
- PR. DRAIN VALVE ASSEMBLY



EXISTING GRADE
FLOW LINE OF PIPE
607.7
602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

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WATER LINE D PLAN AND PROFILE
97+41.45 TO 101+50
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

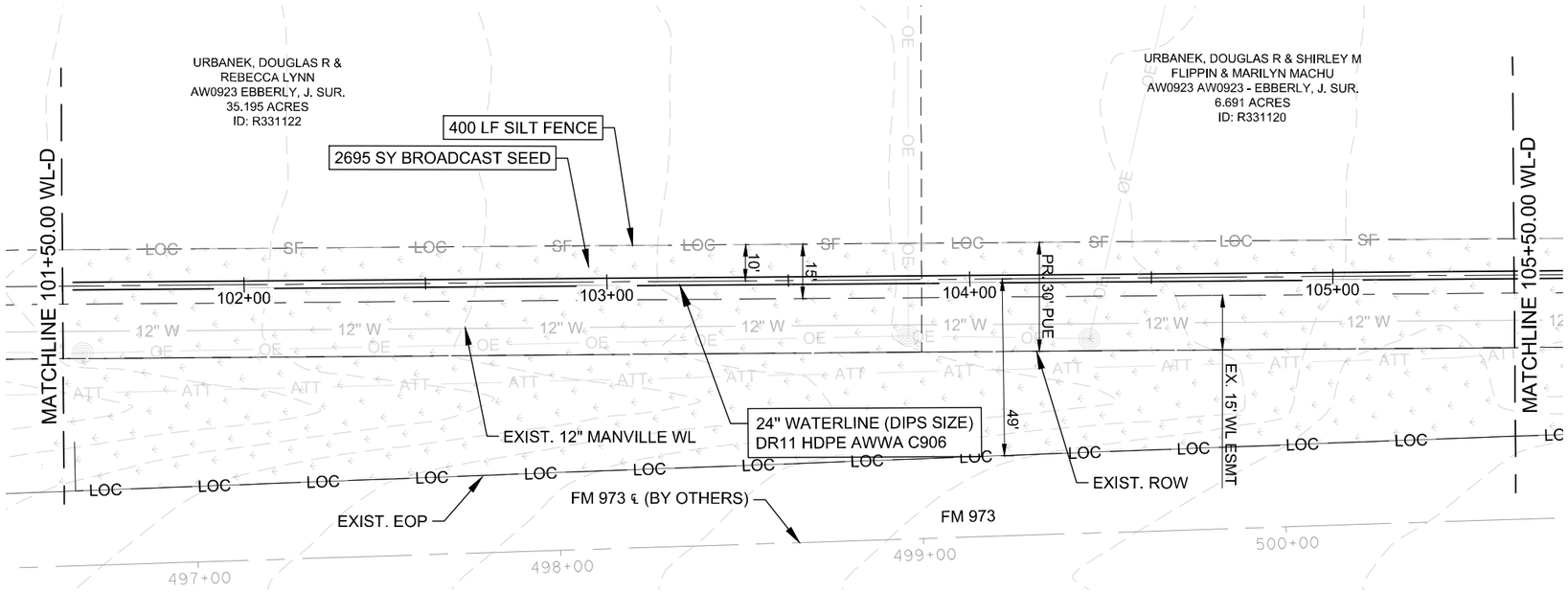
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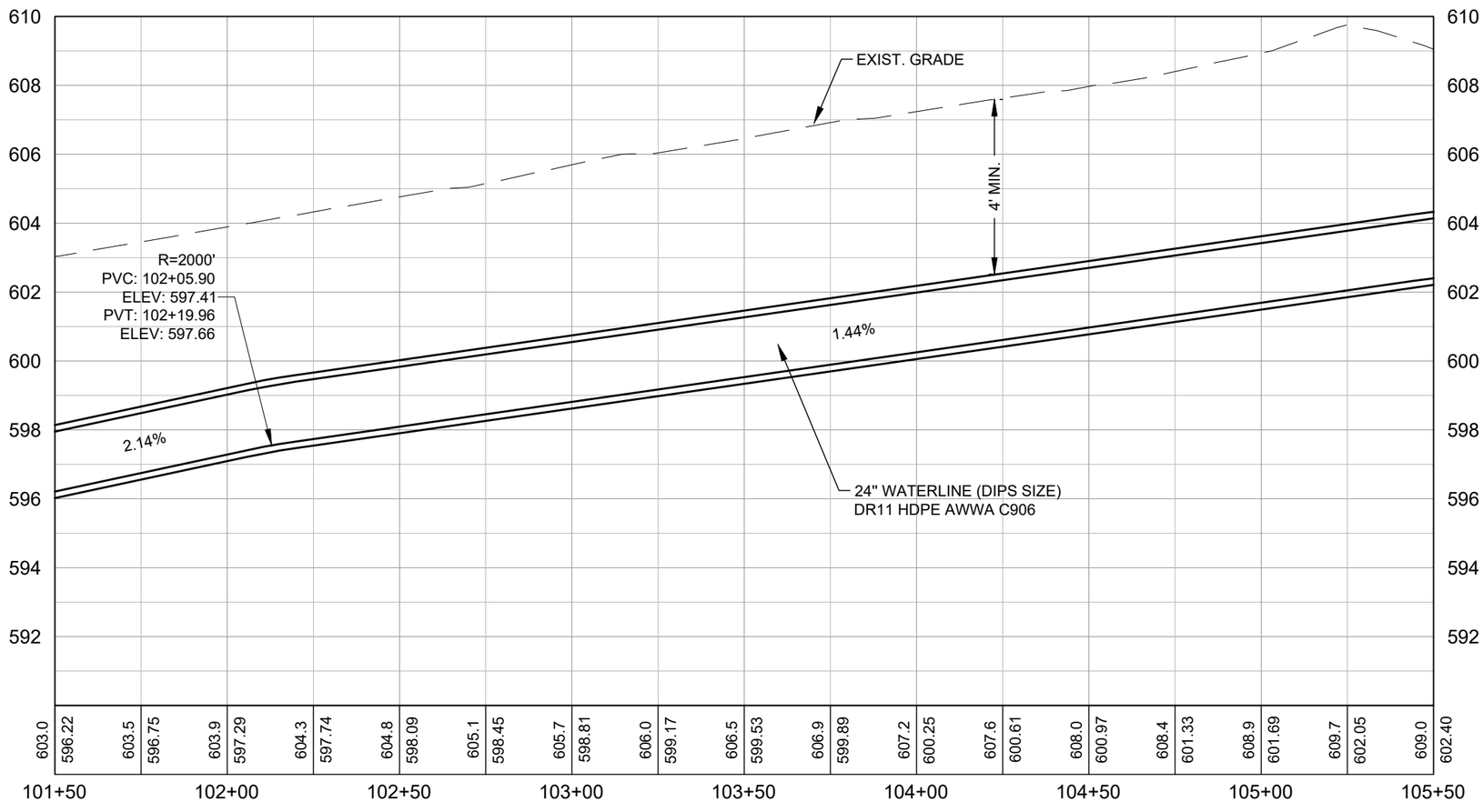
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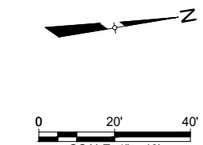
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EXISTING GRADE 607.7
FLOW LINE OF PIPE 602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.



LEGEND

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- PR. RIGHT-OF-WAY
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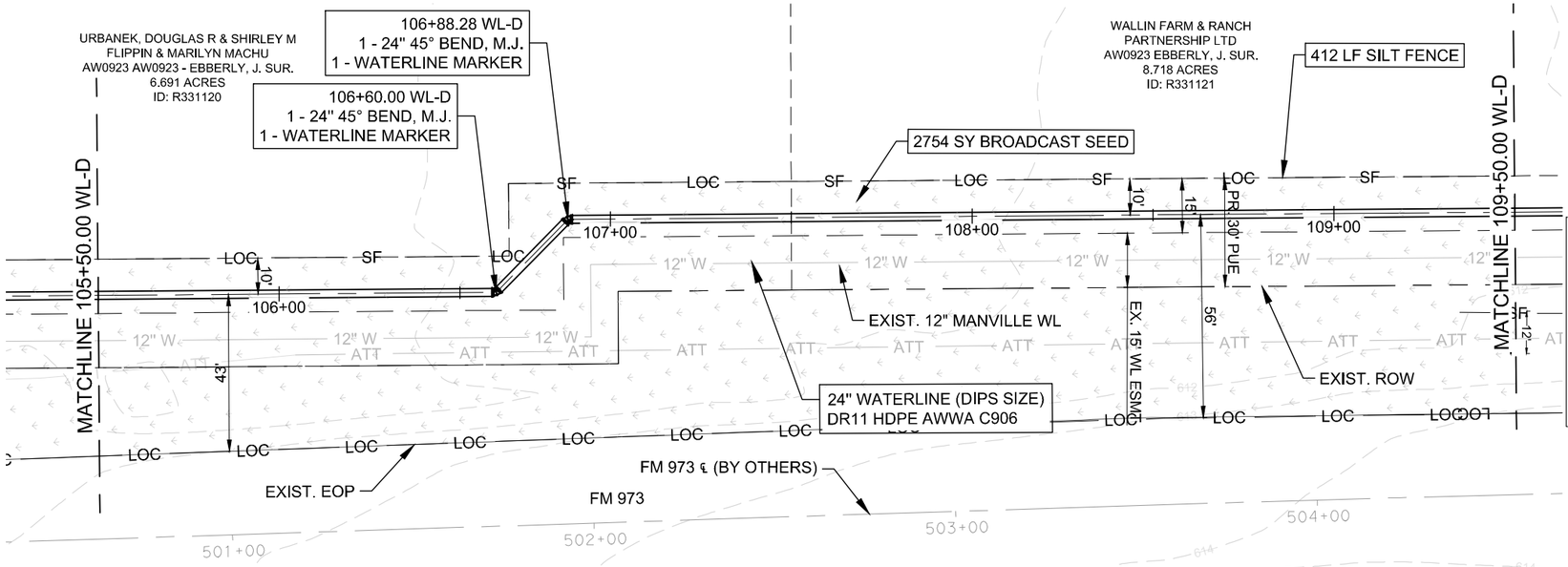
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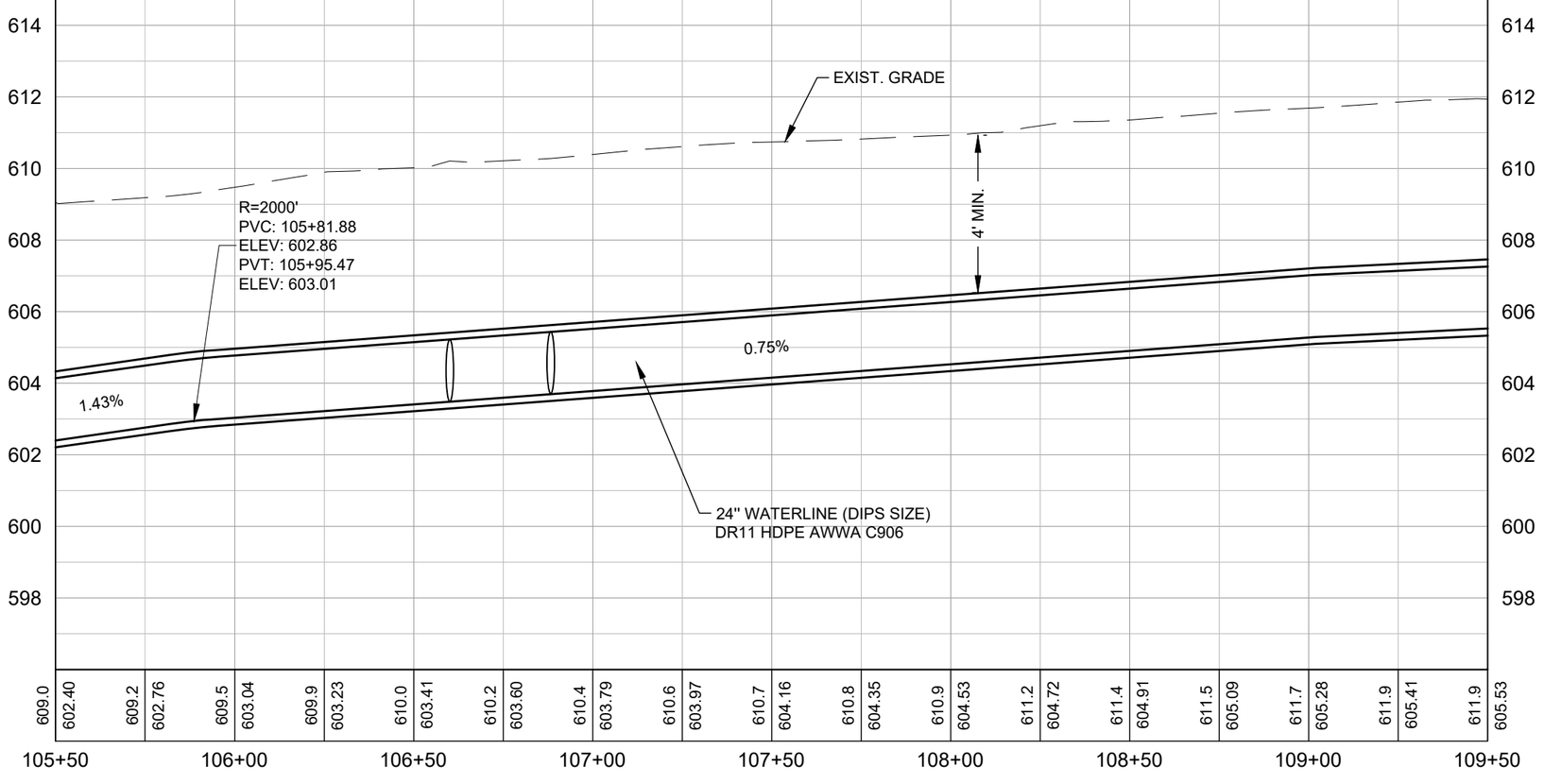
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NOTE:
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2. CONTRACTOR SHALL ENSURE 2' MINIMUM OD TO OD SEPARATION BETWEEN PROPOSED AND EXISTING WATERLINES

N

0 20' 40'
SCALE: 1" = 40'

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	EX. RIGHT-OF-WAY
	PR. RIGHT-OF-WAY
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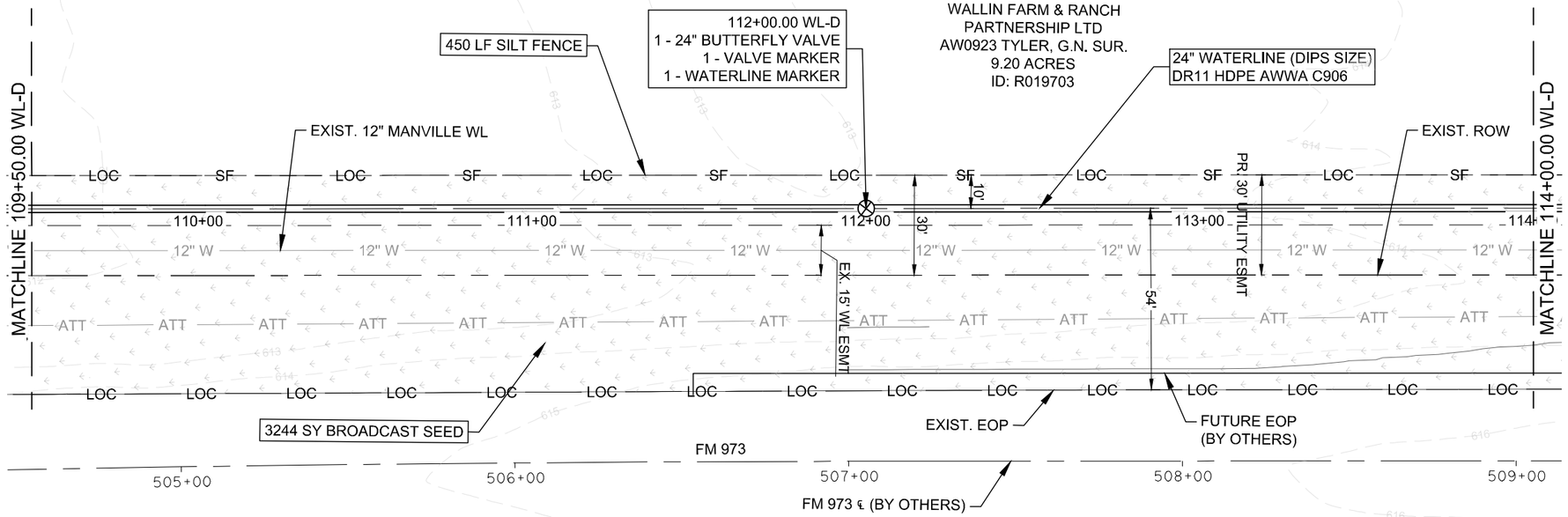
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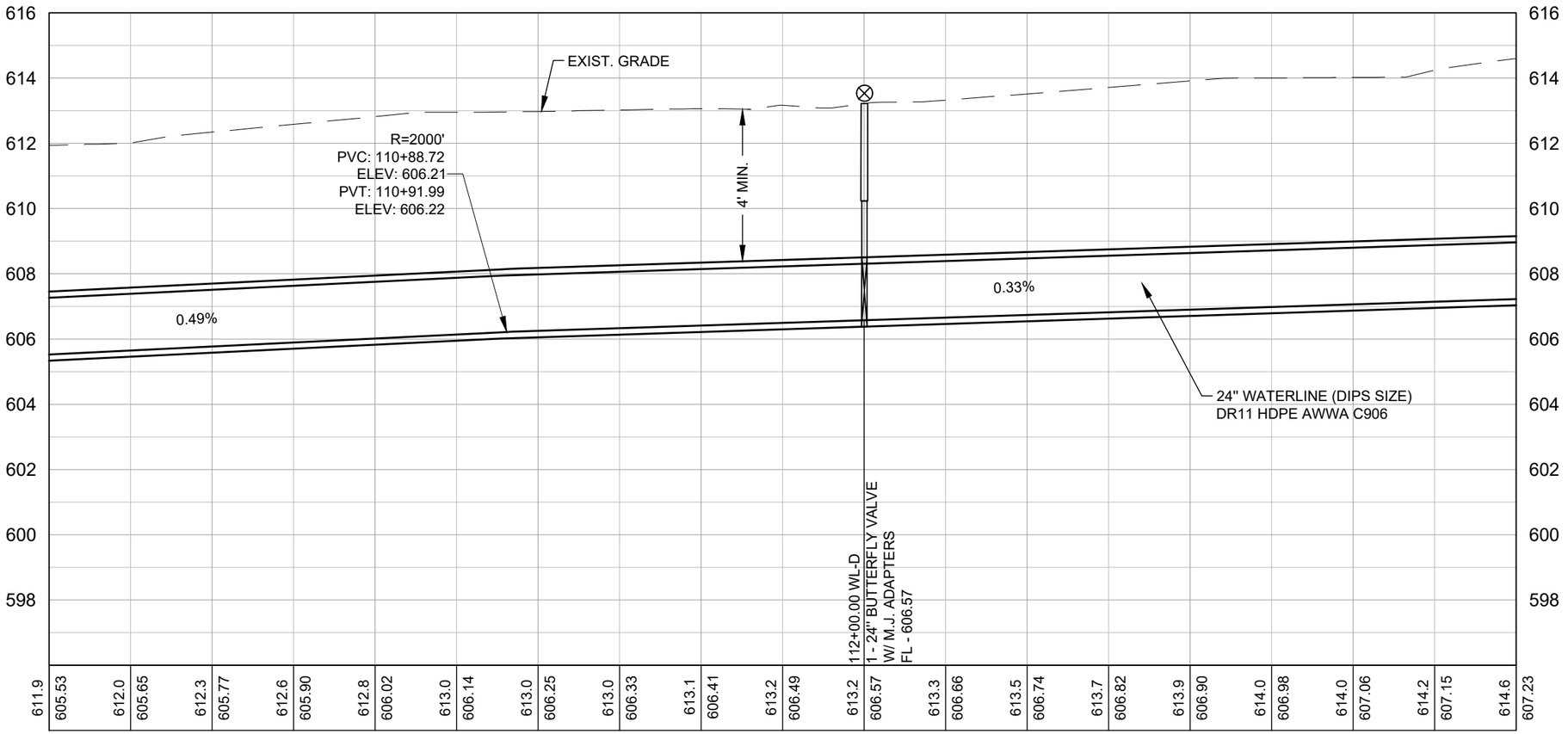
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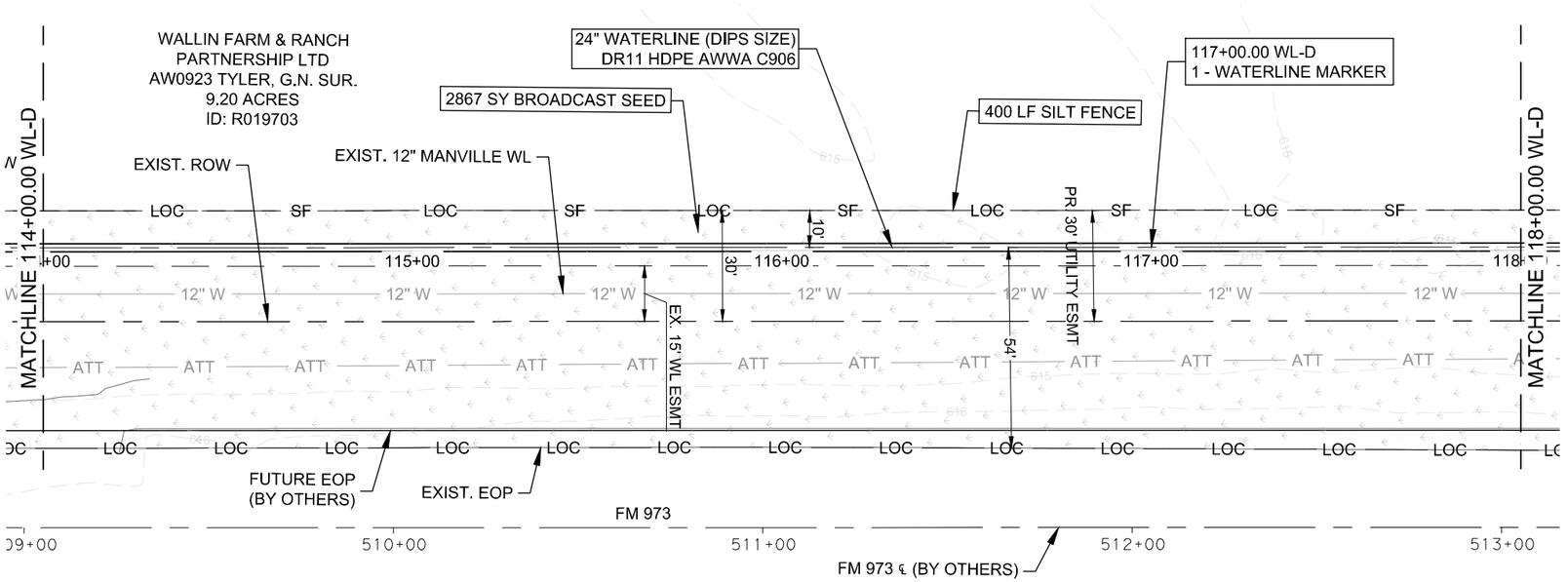
PROJ. NO.	1903-099-05-57
DESIGN:	H. NEWTON
DRAWN:	H. NEWTON
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
DATE:	3/29/2022

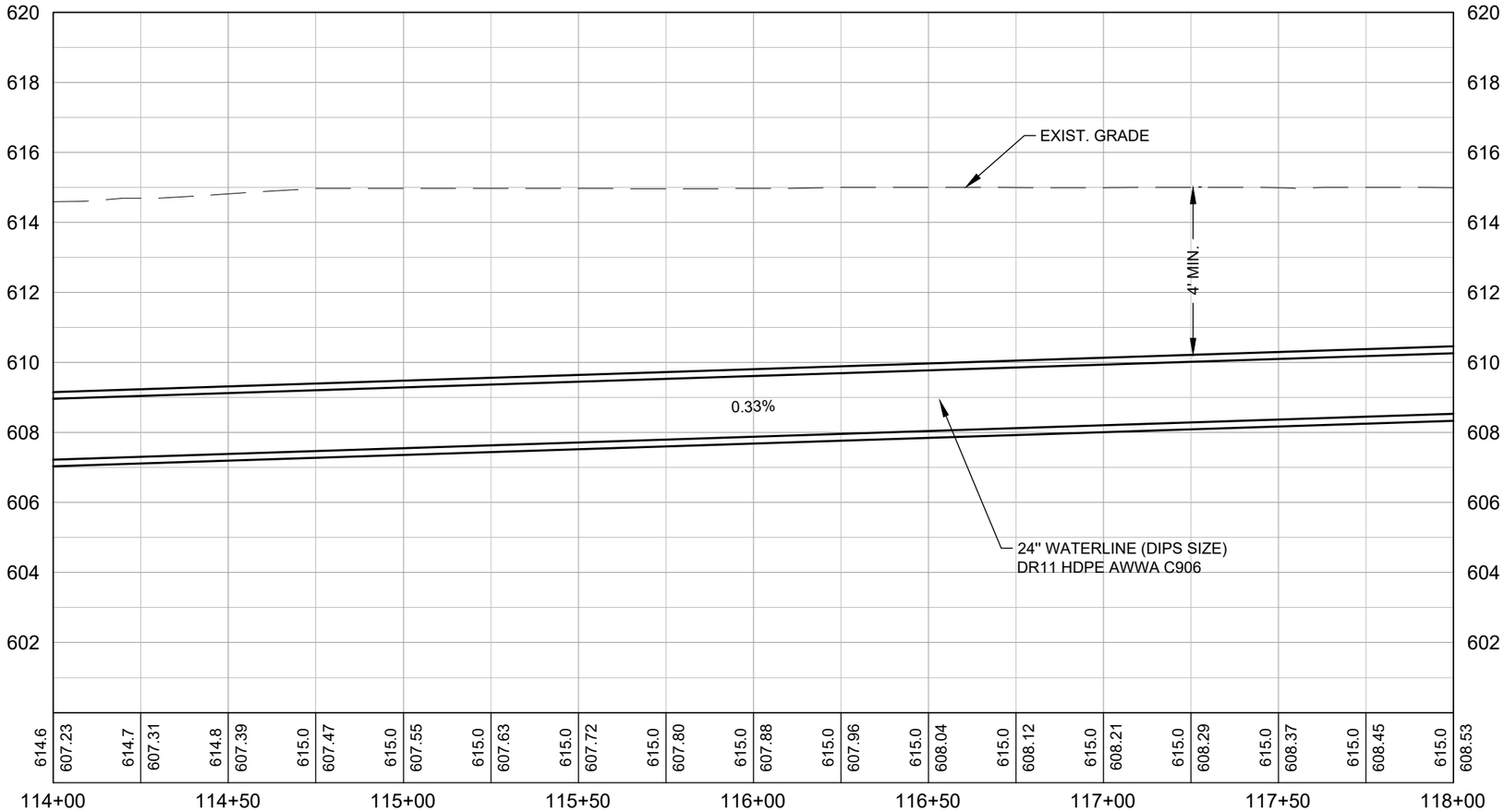
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

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SHEET
C-332
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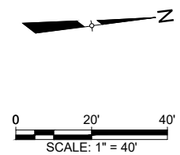
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EXISTING GRADE
FLOW LINE OF PIPE
607.7
602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.



LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- 2" W — EX. 2" WATER
- 12" W — EX. 12" WATER
- 16" W — EX. 16" WATER
- PR. WATER
- LOC — LIMITS OF CONS.
- SF — SILT FENCE
- ROCK BERM
- BROADCAST SEED
- G — EX. GAS LINE
- OE — EX. OVERHEAD ELECTRIC
- OC — EX. OVERHEAD CABLE
- OH — EX. OVERHEAD UTILITIES
- OT — EX. OVERHEAD TELECOM
- UT — EX. U.G. TELECOM
- UE — EX. U.G. ELECTRIC
- EX. FENCE
- PR. WATER VALVE
- PR. DRAIN VALVE ASSEMBLY

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
2. EXISTING 16" WATER MAINS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW 24" MAIN IS CONSTRUCTED, TESTED, APPROVED AND THE NEW MAIN IS PLACED IN SERVICE.
3. EXISTING WATER MAINS THAT ARE TO BE ABANDONED IN PLACE AND ARE UNDER THE PROPOSED ROADWAY ARE TO BE CUT, CAPPED, AND FILLED WITH FLOWABLE FILL. SUBSIDIARY TO COST OF PIPE, NO SEPARATE PAY. EXISTING WATER LINES THAT ARE TO BE ABANDONED IN PLACE AND ARE NOT UNDER THE PROPOSED ROADWAY WILL BE CAPPED.
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REV NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.454.9788 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE D PLAN AND PROFILE
114+00 TO 118+00
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

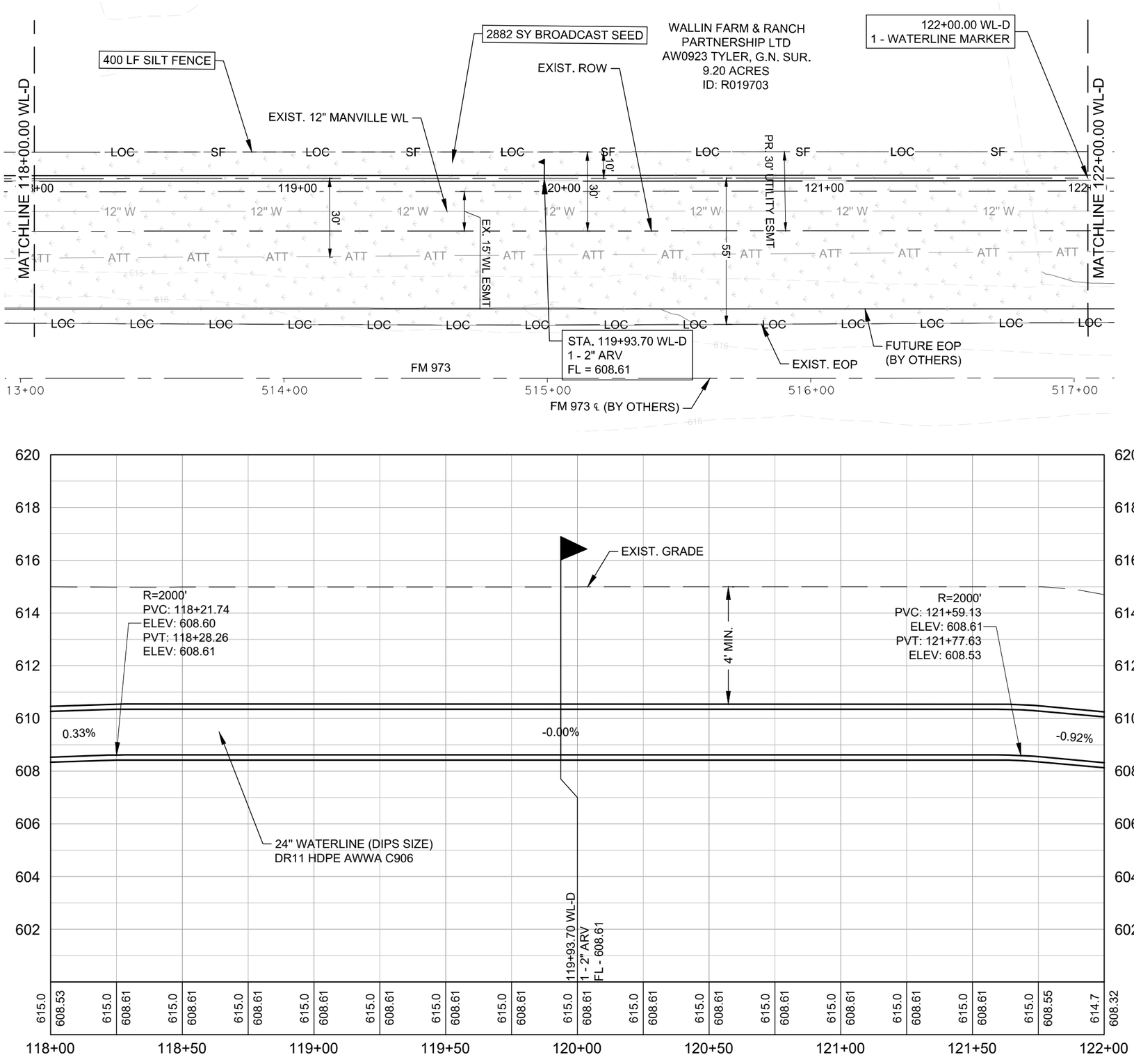
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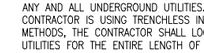
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C-333
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Dwg Info: C:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-10.dwg — Tab: 33 — Plotted: 3/28/2022 4:14 PM By: KRISTEN VAN HOOSIER





LEGEND

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- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
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EXISTING GRADE
FLOW LINE OF PIPE
607.7
602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

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AUSTIN, TEXAS 78752
512.454.9788 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE D PLAN AND PROFILE
118+00 TO 122+00
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

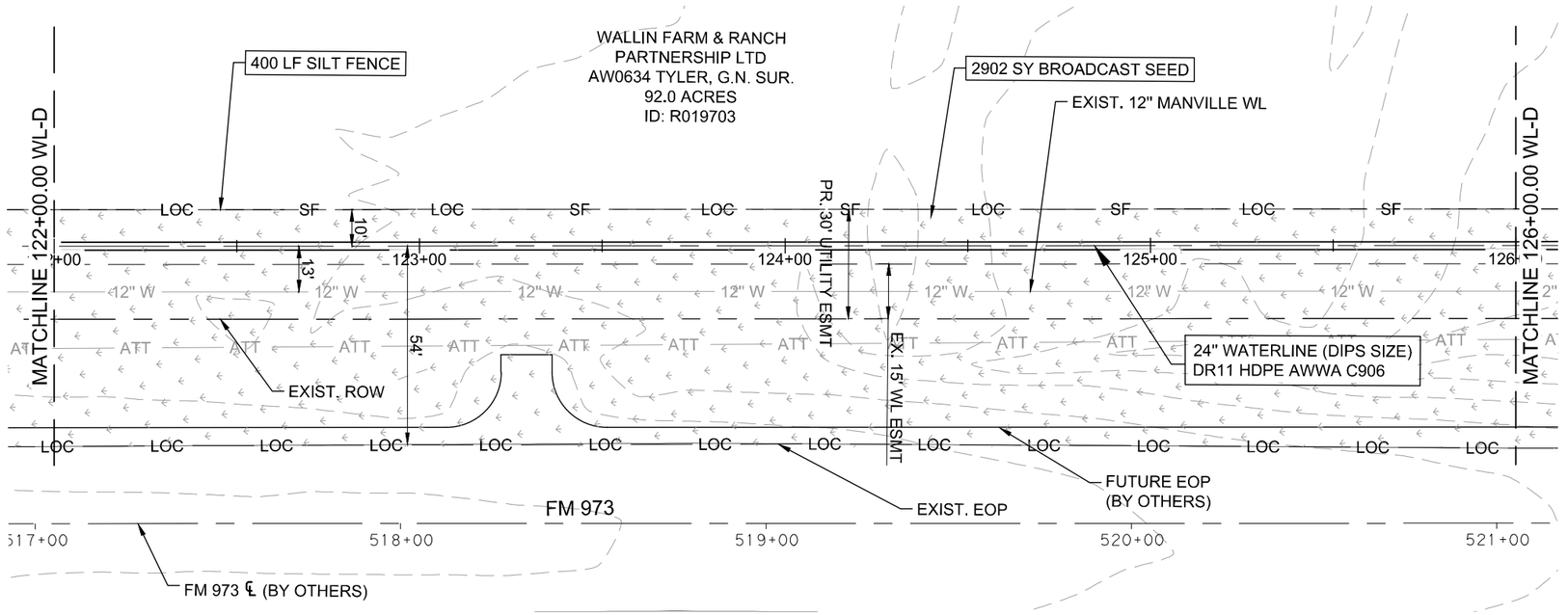
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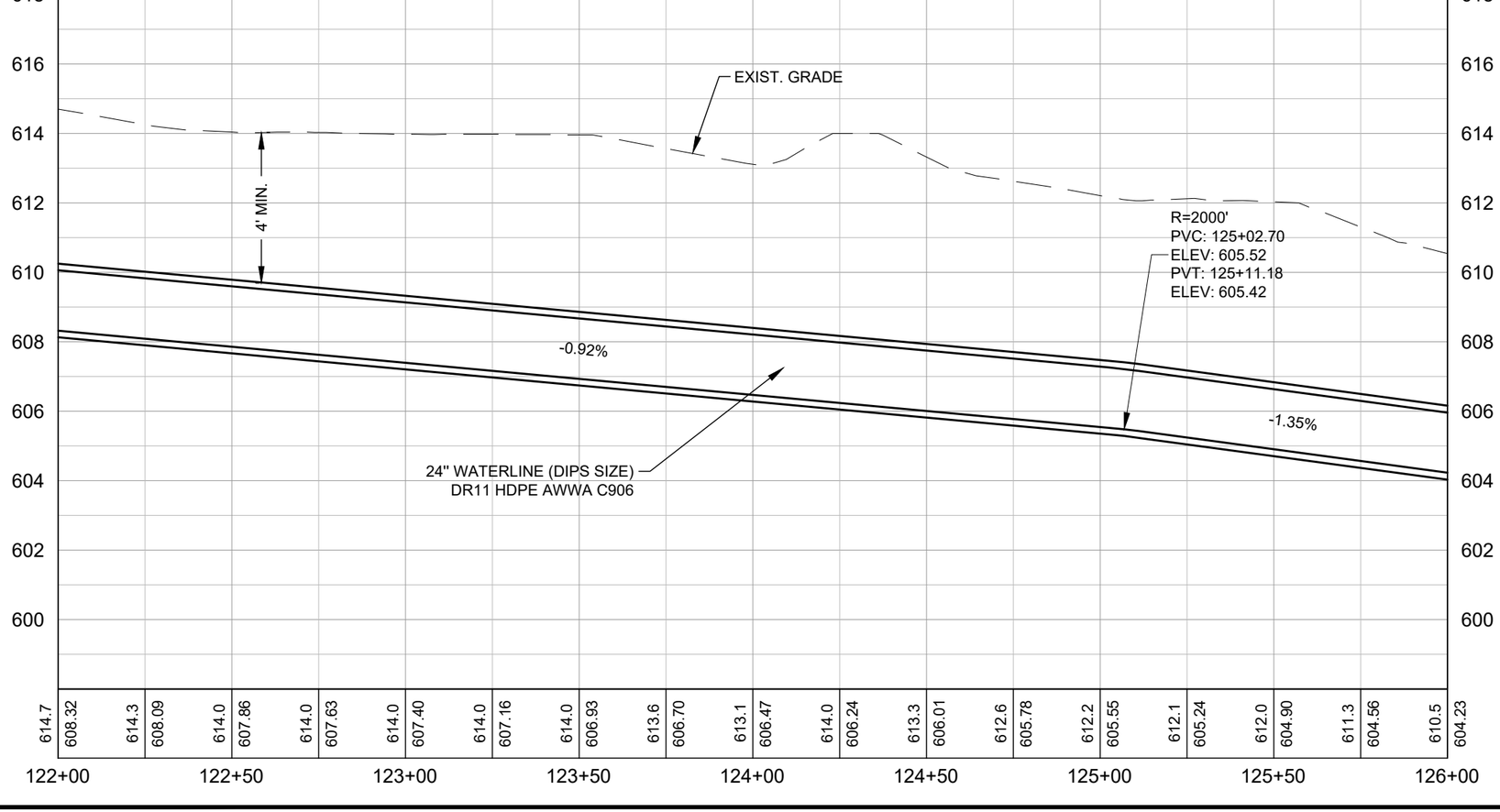
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
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SHEET
C-334
38 of 66

Dwg Info: C:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-10.dwg — Tab: 34 — Plotted: 3/28/2022 4:14 PM By: KRISTEN VAN HOOSIER





NOTE:
CONTRACTOR SHALL PROVIDE ACCESS TO PRIVATE PROPERTIES DURING CONSTRUCTION AND RESTORE TO EQUAL OR BETTER CONDITIONS (AS APPLICABLE)

N

0 20' 40'
SCALE: 1" = 40'

LEGEND

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- PR. RIGHT-OF-WAY
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EXISTING GRADE
FLOW LINE OF PIPE
607.7
602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.836.9700 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE D PLAN AND PROFILE
122+00 TO 126+00
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

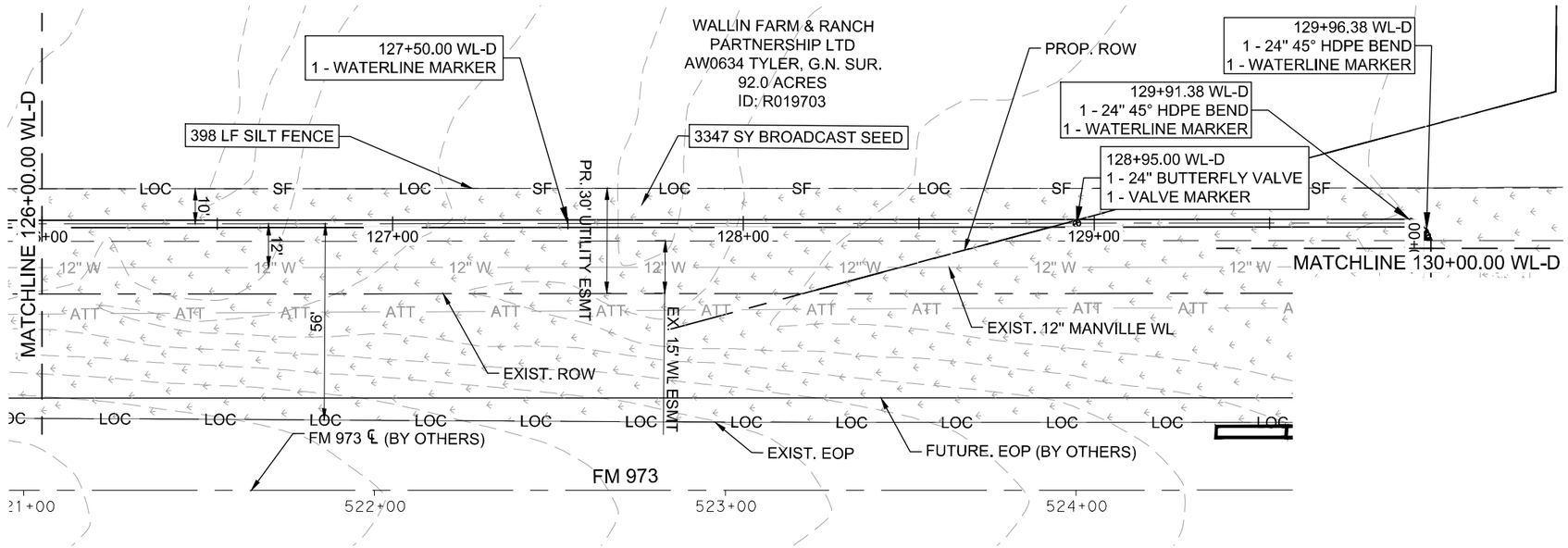
PROJ. NO.	1903-099-05-57
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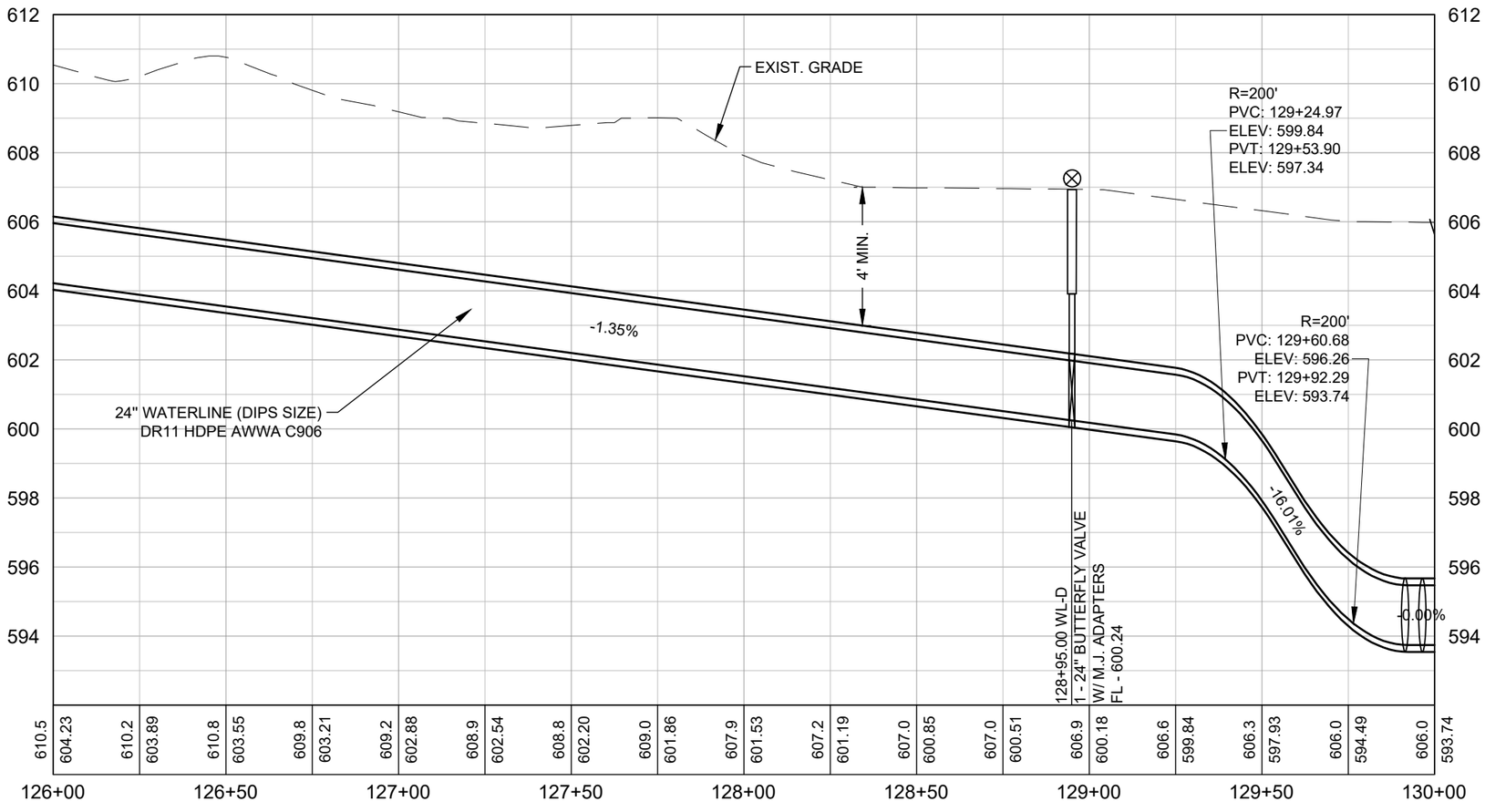
STATE OF TEXAS
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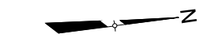
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SHEET
C-335
39 of 66

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LEGEND

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- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
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FLOW LINE OF PIPE
607.7
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1"=40' HORIZ.
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WATER LINE D PLAN AND PROFILE
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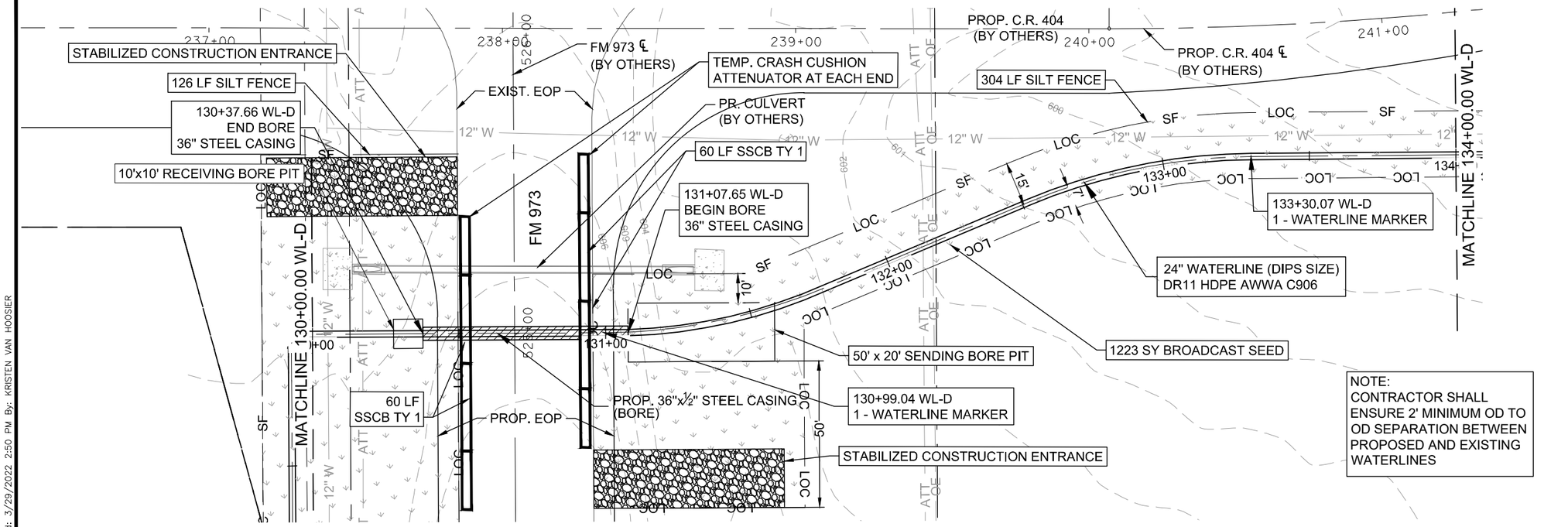
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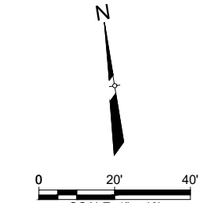
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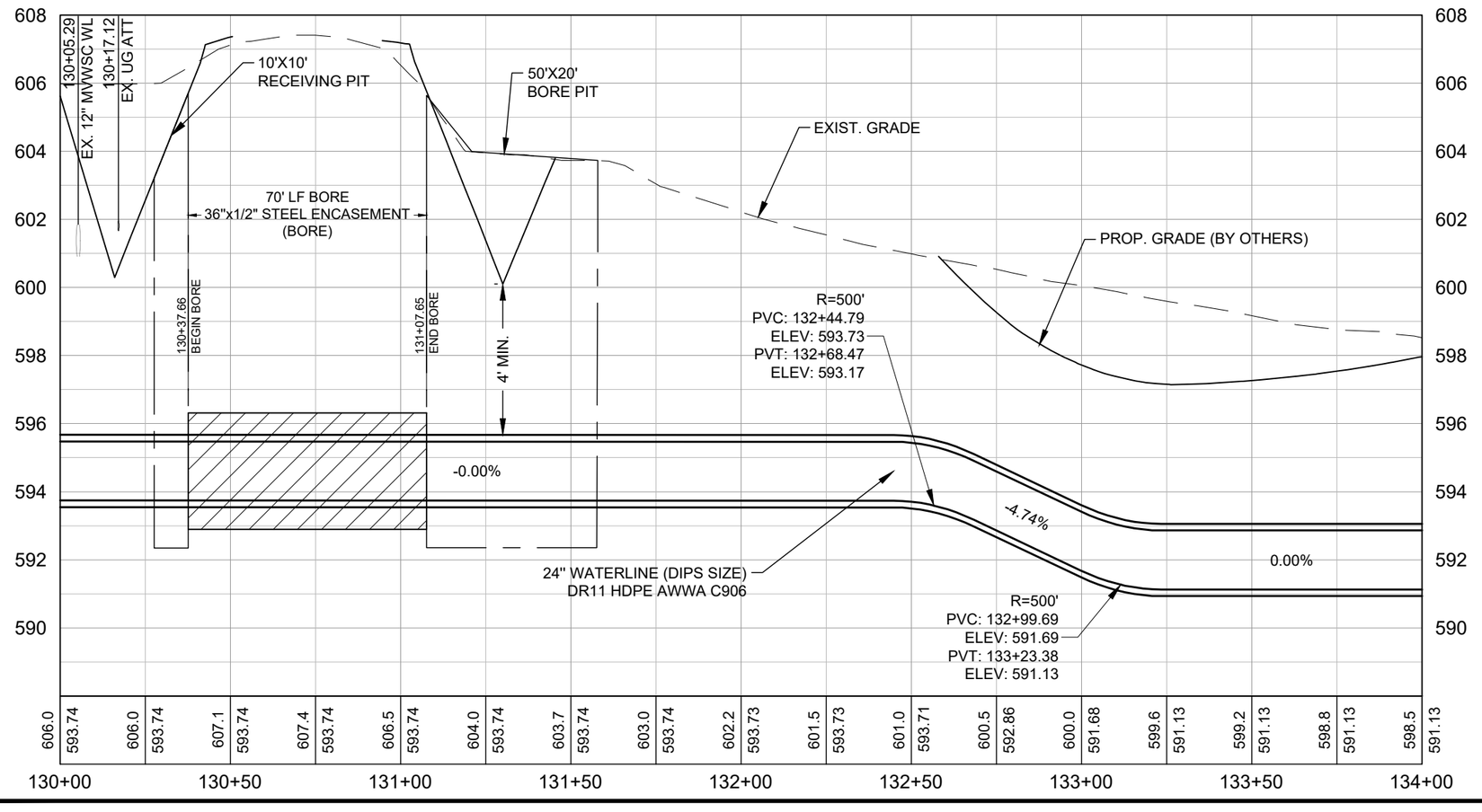
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NOTE:
DEPTHS OF EXISTING AT&T AND MANVILLE LINES ARE ASSUMED. THESE UTILITIES TO BE MANAGED AND ASSESSED BY OTHERS.

EXISTING GRADE 607.7
FLOW LINE OF PIPE 602.79

PROFILE SCALE
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1"=4' VERT.

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
2. EXISTING 16" WATER MAINS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW 24" MAIN IS CONSTRUCTED, TESTED, APPROVED AND THE NEW MAIN IS PLACED IN SERVICE.
3. EXISTING WATER MAINS THAT ARE TO BE ABANDONED IN PLACE AND ARE UNDER THE PROPOSED ROADWAY ARE TO BE CUT, CAPPED, AND FILLED WITH FLOWABLE FILL. SUBSIDIARY TO COST OF PIPE, NO SEPARATE PAY. EXISTING WATER LINES THAT ARE TO BE ABANDONED IN PLACE AND ARE NOT UNDER THE PROPOSED ROADWAY WILL BE CAPPED.
4. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
5. ALL EXISTING FENCES SHALL BE PROTECTED. IF DAMAGE TO AN EXISTING FENCE OCCURS, THE FENCE SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION. SUBSIDIARY TO THE COST OF PIPE, NO SEPARATE PAY ITEM.
6. WATER LINE SHALL BE 24" DIPS HDPE, DR 11 (200 PSI), WITH I.D. = 20.829". CONCRETE THRUST BLOCKS SHALL BE USED AT ALL FITTINGS, VALVES, AND OTHER APPURTENANCES.
7. DRIVEWAYS DAMAGED DURING WATER LINE INSTALLATION SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION. SUBSIDIARY TO THE COST OF PIPE, NO SEPARATE PAY ITEM.
8. HDPE FITTINGS SHALL BE SHOP-FABRICATED HDPE IN ACCORDANCE WITH AWWA STANDARD C906. FIELD FABRICATION OF FITTINGS IS PROHIBITED. ALL FITTINGS MUST BE PRESSURE-RATED FOR 200 PSI.
9. THE MINIMUM COLD BENDING RADIUS OF DR11 HDPE 24" PIPE IS 54 FEET. THESE PLANS SHOW A MINIMUM BENDING RADIUS OF 200 FEET. THE CONTRACTOR SHALL BRING TO THE IMMEDIATE ATTENTION OF THE ENGINEER ANY LOCATION WHERE FIELD BENDING CANNOT BE ACCOMPLISHED.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9700 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE D PLAN AND PROFILE
130+00 TO 134+00

CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

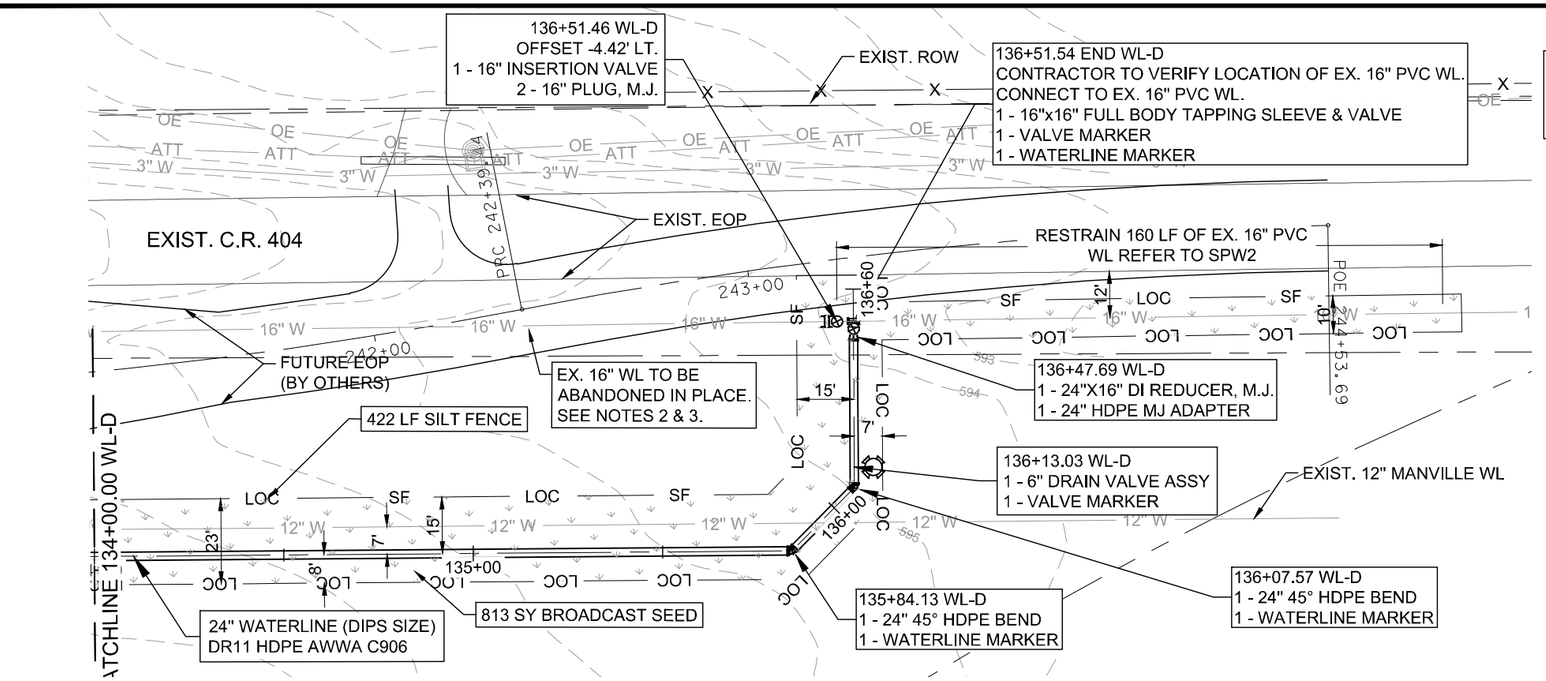
PROJ. NO.	1903-099-05-57
DESIGN:	K. VAN HOOSIER
DRAWN:	K. VAN HOOSIER
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
DATE:	3/29/2022

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

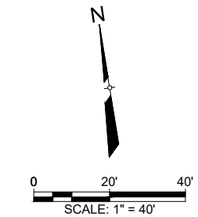
THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

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C-337
41 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-11.dwg -- Tab: 37 -- Plotted: 3/29/2022 2:50 PM By: KRISTEN VAN HOOSIER

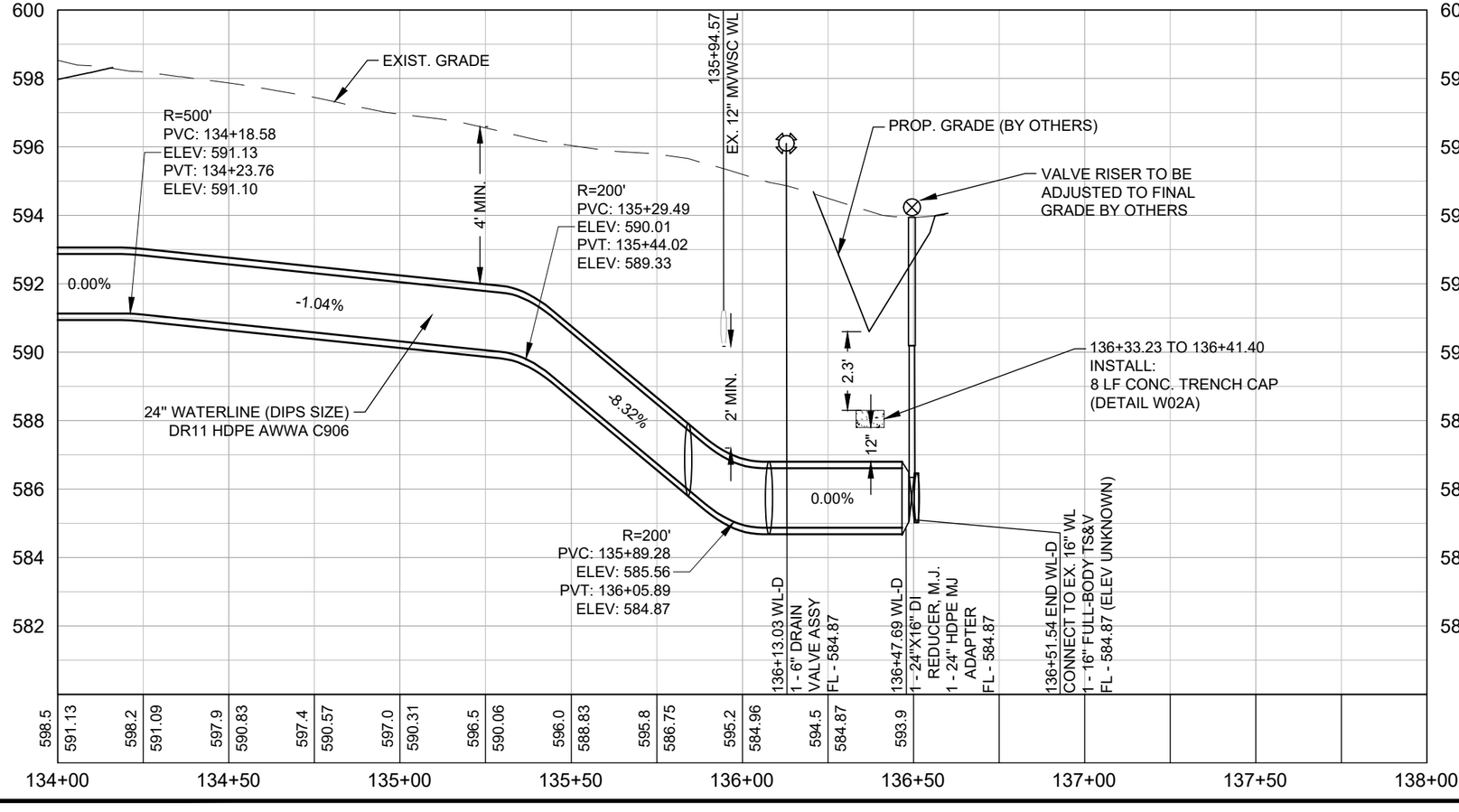


NOTE:
1. COORDINATE WITH MATT EDWARDS (512-845-5203) AT LEAST 48 HOURS PRIOR TO ANTICIPATED WATER SHUTOUT. SHUTOUT LIMITED TO 4 HOURS.



LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- 2" W — EX. 2" WATER
- 12" W — EX. 12" WATER
- 16" W — EX. 16" WATER
- PR. WATER
- LOC — LIMITS OF CONS.
- SF — SILT FENCE
- ROCK BERM
- BROADCAST SEED
- G — EX. GAS LINE
- OE — EX. OVERHEAD ELECTRIC
- OC — EX. OVERHEAD CABLE
- OH — EX. OVERHEAD UTILITIES
- OT — EX. OVERHEAD TELECOM
- UT — EX. U.G. TELECOM
- UE — EX. U.G. ELECTRIC
- X — EX. FENCE
- PR. WATER VALVE
- PR. DRAIN VALVE ASSEMBLY



EXISTING GRADE FLOW LINE OF PIPE
607.7
602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

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505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9788 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

WATER LINE D PLAN AND PROFILE
134+00 TO END
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

PROJ. NO.	1903-099-05-57
DESIGN:	K. VAN HOOSIER
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STATE OF TEXAS
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3/30/2022

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SHEET
C-338
42 of 66

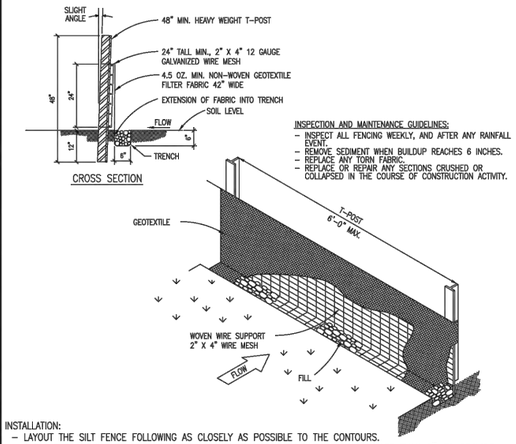
Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-301-WATR-11.dwg - Tab: 38 - Plotted: 3/28/2022 4:17 PM By: KRISTEN VAN HOOSIER

GUIDELINES FOR DESIGN AND INSTALLATION OF TEMPORARY EROSION AND SEDIMENTATION CONTROLS

TYPE OF STRUCTURE	TYPE OF STRUCTURE	TYPE OF STRUCTURE	TYPE OF STRUCTURE
SILT FENCE	N/A 200 FEET 100 FEET 50 FEET	2 ACRES 2 ACRES 1 ACRE 1/2 ACRE	0 – 10% 10% – 20% 20% – 30% > 30%
TRIANGLE FILTER DIKE	100 FEET 50 FEET	1/2 ACRE 1/4 ACRE	< 30% > 30%
ROCK BERM *, **	500 FEET	< 5 ACRES	0 – 10%

* FOR ROCK BERM DESIGN, WHERE PARAMETERS ARE OTHER THAN STATED, DRAINAGE AREA CALCULATION AND ROCK BERM DESIGN MUST BE SUBMITTED FOR REVIEW.
** HIGH SERVICE ROCK BERMS MAY BE REQUIRED IN AREAS OF ENVIRONMENTAL SIGNIFICANCE AS DETERMINED BY THE CITY OF HUTTO.

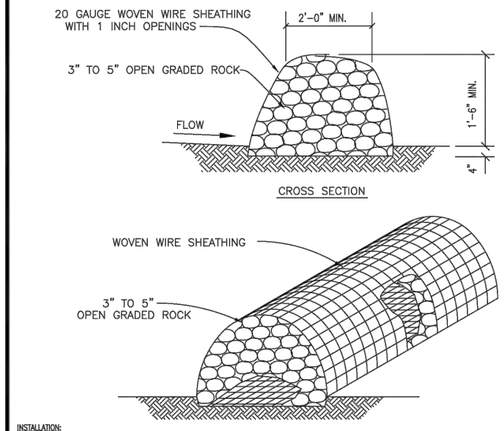
CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS TEMPORARY EROSION AND SEDIMENTATION CONTROL ENGINEERING & PUBLIC WORKS	DRAWING NO. ESC01 UPDATED: 02/01/2019 DRAWN BY: BB SCALE: N.T.S. FILE NAME: ESC01.DWG



INSPECTION AND MAINTENANCE GUIDELINES:
- INSPECT ALL FENCING WEEKLY, AND AFTER ANY RAINFALL EVENT.
- REMOVE SEDIMENT WHEN BUILDUP REACHES 6 INCHES.
- REPLACE ANY TORN FABRIC.
- REPLACE OR REPAIR ANY SECTIONS CRUSHED OR COLLAPSED IN THE COURSE OF CONSTRUCTION ACTIVITY.

INSTALLATION:
- LAYOUT THE SILT FENCE FOLLOWING AS CLOSELY AS POSSIBLE TO THE CONTOURS.
- CLEAR THE GROUND OF DEBRIS, ROCKS AND/OR PLANTS (INCLUDING GRASSES TALLER THAN 2") TO PROVIDE A SMOOTH FLOW APPROACH SURFACE.
- EXCAVATE 6" DEEP BY 6" WIDE TRENCH ON UPSTREAM SIDE OF FACE PER PLANS.
- DRIVE THE HEAVY DUTY T-POST AT LEAST 12 INCHES (12") INTO THE GROUND AND AT A SLIGHT ANGLE TOWARDS THE FLOW.
- ATTACH THE 2" X 4" – 12 GAUGE WELDED WIRE MESH TO THE T-POST WITH 11-1/2 GAUGE GALVANIZED T-POST CLIPS. THE TOP OF THE WIRE TO BE 24" ABOVE GROUND LEVEL. THE WELDED WIRE MESH TO BE OVERLAPPED 6" AND TIED AT LEAST SIX TIMES WITH HOG RINGS.
- THE SILT FENCE TO BE INSTALLED WITH A SKIRT MINIMUM OF 6" WIDE, PLACED ON THE UPHILL SIDE OF THE FENCE INSIDE THE EXCAVATED TRENCH. THE FABRIC TO OVERLAP THE TOP OF THE WIRE BY ON INCH (1").
- ANCHOR THE SILT FENCE BY BACKFILLING WITH EXCAVATED DIRT AND ROCKS (NOT LARGER THAN 2").
- GEOTEXTILE SPLICES, MINIMUM 18" WIDE, SHOULD BE ATTACHED IN A LEAST SIX PLACES. SPLICES IN CONCENTRATED FLOW AREAS WILL NOT BE ACCEPTED.
- SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.

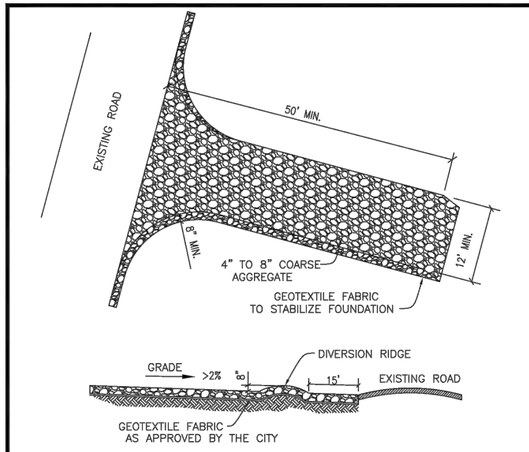
CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS SILT FENCE ENGINEERING & PUBLIC WORKS	DRAWING NO. ESC02 UPDATED: 02/01/2019 DRAWN BY: BB SCALE: N.T.S. FILE NAME: ESC02.DWG



INSTALLATION:
- LAYOUT THE ROCK BERM FOLLOWING AS CLOSELY AS POSSIBLE TO THE CONTOURS.
- CLEAR THE GROUND OF ANY DEBRIS, ROCKS AND/OR PLANTS THAT WILL INTERFERE WITH INSTALLATION.
- PLACE WOVEN WIRE FABRIC ON THE GROUND ALONG THE PROPOSED INSTALLATION WITH ENOUGH OVERLAP TO COMPLETELY ENCIRCLE THE FINISHED SIZE OF THE BERM.
- PLACE THE ROCK ALONG WITH THE CENTER OF THE WIRE TO THE DESIGNATED HEIGHT.
- WRAP THE STRUCTURE WITH PREVIOUSLY PLACED WIRE MESH SECURE ENOUGH THAT, WHEN WALKED ACROSS, THE STRUCTURE RETAINS ITS SHAPE.
- SECURE WITH TIE WIRE.
- THE ENDS OF THE BERM SHOULD BE TIED INTO EXISTING UPSLOPE GRADE AND THE BERM SHOULD BE BURIED IN A TRENCH APPROX. 4" DEEP TO PREVENT FAILURE OF THE CONTROL.
- THE ROCK BERM SHOULD BE LEFT IN PLACE UNTIL ALL UPSTREAM AREAS ARE STABILIZED AND ACCUMULATED SILT REMOVED.

INSPECTION AND MAINTENANCE GUIDELINES:
- INSPECTIONS SHOULD BE MADE WEEKLY AND AFTER EACH RAINFALL EVENT BY THE RESPONSIBLE PARTY. FOR INSTALLATIONS IN STREAM BEDS, ADDITIONAL DAILY INSPECTIONS SHOULD BE MADE.
- REMOVE SEDIMENT AND OTHER DEBRIS WHEN BUILDUP REACHES 6 INCHES (6") AND DISPOSE OF THE ACCUMULATED SILT IN AN APPROVED MANNER.
- REPAIR ANY LOOSE WIRE SHEATHING.
- THE BERM SHOULD BE RESHAPED AS NEEDED DURING INSPECTION.
- THE BERM SHOULD BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS ROCK BERM ENGINEERING & PUBLIC WORKS	DRAWING NO. ESC03 UPDATED: 02/01/2019 DRAWN BY: BB SCALE: N.T.S. FILE NAME: ESC03.DWG



INSTALLATION:
- CLEAR THE AREA OF DEBRIS, ROCKS OR PLANTS THAT WILL INTERFERE WITH INSTALLATION.
- GRADE THE AREA FOR THE ENTRANCE TO FLOW BACK ON TO THE CONSTRUCTION SITE. RUNOFF FROM THE STABILIZED CONSTRUCTION.
- PLACE GEOTEXTILE FABRIC AS APPROVED BY THE CITY.
- PLACE ROCK AS APPROVED BY THE CITY.

INSPECTIONS AND MAINTENANCE GUIDELINES:
- THE ENTRANCE SHOULD BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
- ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAY SHOULD BE REMOVED IMMEDIATELY BY CONTRACTOR.
- WHEN NECESSARY, WHEELS SHOULD BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAYS.
- WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
- ALL SEDIMENT SHOULD BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATER COURSE BY USING APPROVED METHODS.

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS STABILIZED CONSTRUCTION ENTRANCE ENGINEERING & PUBLIC WORKS	DRAWING NO. ESC06 UPDATED: 02/01/2019 DRAWN BY: BB SCALE: N.T.S. FILE NAME: ESC06.DWG

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.454.9700 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

EROSION CONTROL STANDARD DETAILS

CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

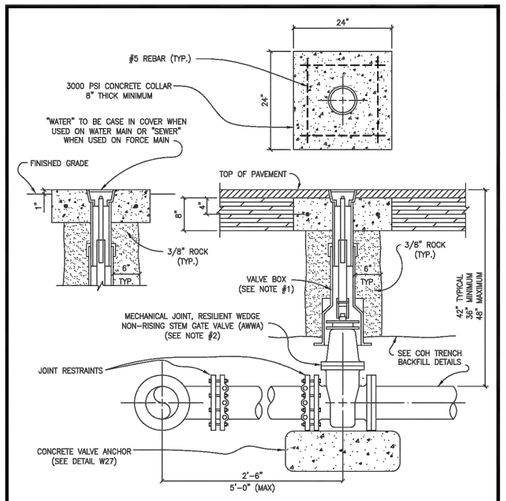
PROJ. NO.	1903-099-05-57
DESIGN:	R. RODRIGUEZ
DRAWN:	R. RODRIGUEZ
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
DATE:	3/29/2022

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
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3/30/2022

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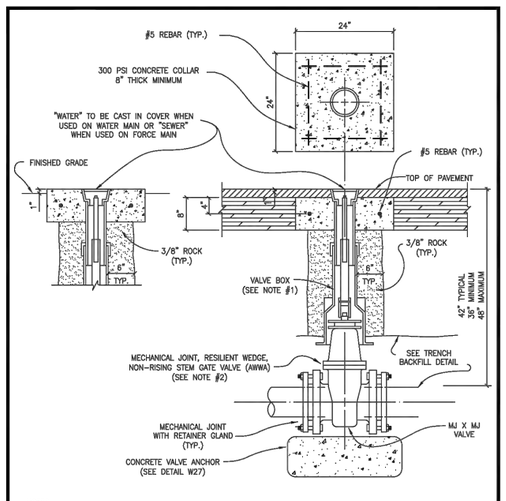
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C-401
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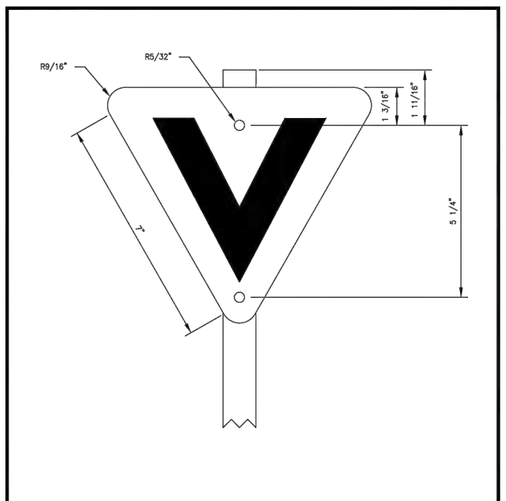
NOTES:
1. VALVE BOX SHALL BE AMERICAN FLOW CONTROL TRENCH ADAPTER OR CITY ENGINEER APPROVED EQUAL HAVING AN ADJUSTABLE RANGE OF + OR – SIX INCHES (6") FROM INSTALLED FINISH GRADE.
2. ACCEPTABLE GATE VALVES ARE:
   A. AMERICAN FLOW CONTROL – SERIES 2500
   B. CLOW
   C. KENNEDY

CITY OF HUTTO		
CONSTRUCTION STANDARDS AND DETAILS		DRAWING NO. W07
TYPICAL VALVE SETTING		UPDATED: 04/01/2019
ENGINEERING & PUBLIC WORKS		DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME: W07.DWG



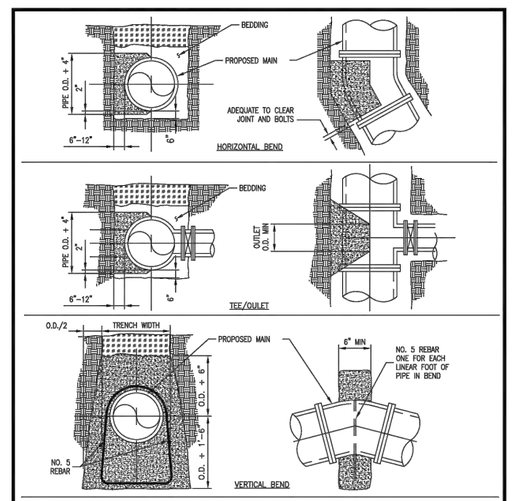
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   B. CLOW
   C. KENNEDY

CITY OF HUTTO		
CONSTRUCTION STANDARDS AND DETAILS		DRAWING NO. W08
INLINE VALVE INSTALLATION		UPDATED: 04/01/2019
ENGINEERING & PUBLIC WORKS		DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME: W08.DWG



NOTES:
1. SIGN MATERIAL TO BE ALUMINUM.
2. SIGN TO BE ATTACHED TO 48" GALVANIZED STEEL ANGLE POST WITH DIMENSIONS 1" X 1" X 1/8".
3. COLORS:
   BACKGROUND – ORANGE
   V – BLACK
4. VALVE MARKING SIGNAGE TO BE INSTALLED IN AREAS DEEMED NECESSARY BY CITY STAFF.

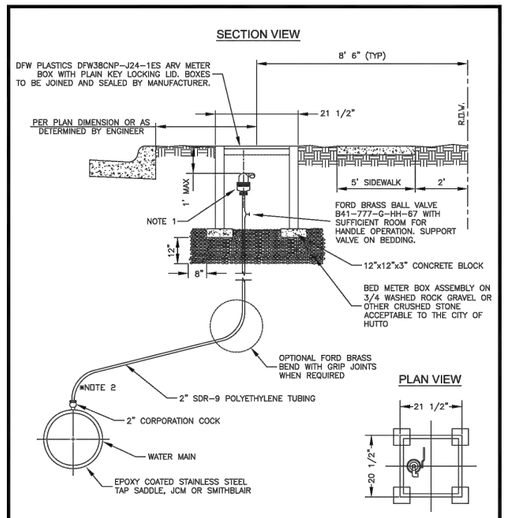
CITY OF HUTTO		
CONSTRUCTION STANDARDS AND DETAILS		DRAWING NO. W10
WATER VALVE SIGN		UPDATED: 04/01/2019
ENGINEERING & PUBLIC WORKS		DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME: W10.DWG



THRUST BLOCK DESIGN AS FOLLOWS:
A. PRESSURE OF 150 P.S.I. (ACTUAL IF HIGHER +50% SURGE ALLOWANCE
B. MAXIMUM SOIL BEARING:

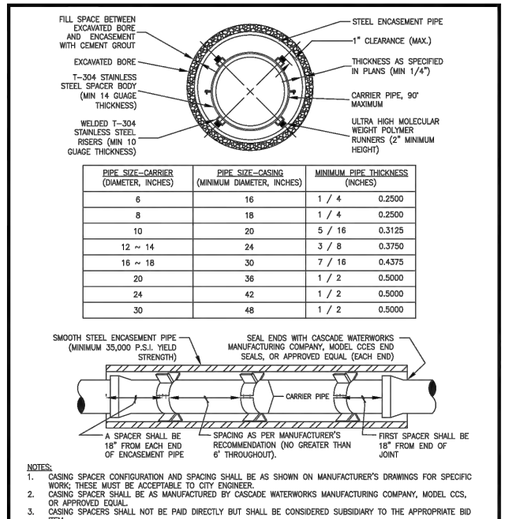
SOIL TYPE	PRESSURE
LIMESTONE	4000 LBS/SQ. FT.
UNDISTURBED SOIL CALICHE	2000 LBS/SQ. FT.
LOOSE OR SPONGY SOIL	1500 LBS/SQ. FT.

CITY OF HUTTO		
CONSTRUCTION STANDARDS AND DETAILS		DRAWING NO. W11
TYPICAL THRUST BLOCKS FOR WATER LINES AND FORCE MAINS		UPDATED: 04/01/2019
ENGINEERING & PUBLIC WORKS		DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME: W11.DWG



NOTES:
1. ARI D-040 P 2" AIR RELEASE VALVE. HIGHER CAPACITY VALVES TO BE DESIGNATED BY DESIGN ENGINEER AND APPROVED BY CITY ENGINEER.
2. THREAD TO COMPRESSION BRASS ELBOW ALLOWED IF NECESSARY DUE TO DEPTH LIMITATIONS.
3. ANY VARIATIONS MUST HAVE PRIOR APPROVAL FROM THE CITY ENGINEER.

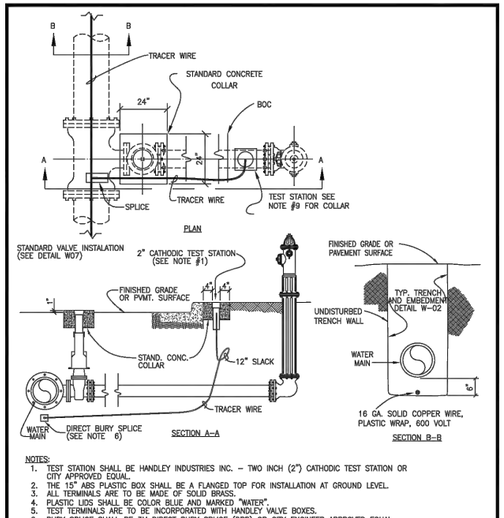
CITY OF HUTTO		
CONSTRUCTION STANDARDS AND DETAILS		DRAWING NO. W12
STANDARD AIR RELEASE VALVE FOR WATER MAINS		UPDATED: 04/01/2019
ENGINEERING & PUBLIC WORKS		DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME: W12.DWG



PIPE SIZE–CARRIER (DIAMETER, INCHES)	PIPE SIZE–CASING (MINIMUM DIAMETER, INCHES)	MINIMUM PIPE THICKNESS (INCHES)
6	16	1 / 4 0.2500
8	18	1 / 4 0.2500
10	20	5 / 16 0.3125
12 ~ 14	24	3 / 8 0.3750
16 ~ 18	30	7 / 16 0.4375
20	36	1 / 2 0.5000
24	42	1 / 2 0.5000
30	48	1 / 2 0.5000

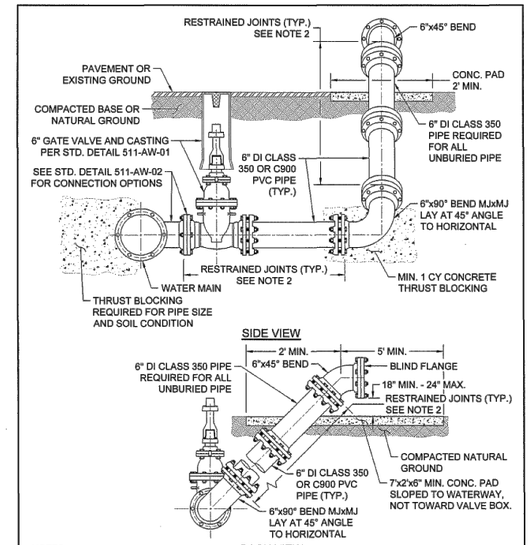
NOTES:
1. CASING SPACER CONFIGURATION AND SPACING SHALL BE AS SHOWN ON MANUFACTURER'S DRAWINGS FOR SPECIFIC WORK; THESE MUST BE ACCEPTABLE TO CITY ENGINEER.
2. CASING SPACER SHALL BE AS MANUFACTURED BY CASCADE WATERWORKS MANUFACTURING COMPANY, MODEL CCS, OR APPROVED EQUAL.
3. CASING SPACERS SHALL NOT BE PAID DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE APPROPRIATE BID ITEM.
4. DO NOT USE WEDGES BETWEEN CARRIER PIPE AND CASING.
5. PRIOR TO INSERTING CARRIER PIPE, ANY WATER SHOULD BE PUMPED OUT OF CASING SO THAT NO MORE THAN A FEW INCHES OF WATER REMAINS.
6. ALL JOINTS IN ENCASEMENT SHALL BE RESTRAINED FOR WATER LINES ONLY UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.

CITY OF HUTTO		
CONSTRUCTION STANDARDS AND DETAILS		DRAWING NO. W14
PIPE ENCASEMENT		UPDATED: 04/01/2019
ENGINEERING & PUBLIC WORKS		DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME: W14.DWG



NOTES:
1. TEST STATION SHALL BE HANDLEY INDUSTRIES INC. – TWO INCH (2") CATHODIC TEST STATION OR CITY APPROVED EQUAL.
2. THE 15" ABS PLASTIC BOX SHALL BE A FLANGED TOP FOR INSTALLATION AT GROUND LEVEL.
3. ALL TERMINALS ARE TO BE MADE OF SOLID BRASS.
4. PLASTIC LIDS SHALL BE COLOR BLUE AND MARKED "WATER".
5. TEST TERMINALS ARE TO BE INCORPORATED WITH HANDLEY VALVE BOXES.
6. BURY SPLICE SHALL BE 3M DIRECT BURY SPLICE (DBR) OR CITY ENGINEER APPROVED EQUAL ENCLOSED IN ENCASEMENT PIPE.
7. TEST STATIONS SHALL BE INSTALLED AT EACH FIRE HYDRANT LOCATION.
8. HYDRANT SHALL BE EIGHTEEN INCHES (18") OFF OF BACK OF CURB.
9. TEST STATION SHALL BE SET IN 10" X 10" CONCRETE COLLAR.
10. CITY WILL NOT ACCEPT INFRASTRUCTURE UNTIL TRACER WIRE IS TESTED AND WORKS CORRECTLY.

CITY OF HUTTO		
CONSTRUCTION STANDARDS AND DETAILS		DRAWING NO. W18
TRACER WIRE INSTALLATION AND TEST STATION LOCATION		UPDATED: 03/01/2019
ENGINEERING & PUBLIC WORKS		DRAWN BY: BB
		SCALE: N.T.S.
		FILE NAME: W18.DWG



NOTES:
1. WRAP 8 MIL POLY-FILM WRAP ON ALL BURIED PIPE AND FITTINGS.
2. PROVIDE RESTRAINED JOINTS FOR ALL JOINTS PER SPL WW-27A. FLGxFLG JOINTS ARE ACCEPTABLE FROM 90° BEND TO BLIND FLANGE.
3. EXTERIOR SURFACES OF EXPOSED PIPE SHALL BE PAINTED PER SPL WW-3C. POTABLE WATER PIPE SHALL BE PAINTED SAFETY BLUE.

CITY OF AUSTIN AUSTIN WATER	DRAIN VALVE	
Kathi L. Flowers 05/18/2016 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 511-AW-03 1 OF 1

REV NO. | REVISION DESCRIPTION | APPROVED BY: | DATE

CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9700 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

STANDARD WATER DETAILS - SHEET 1 OF 2
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

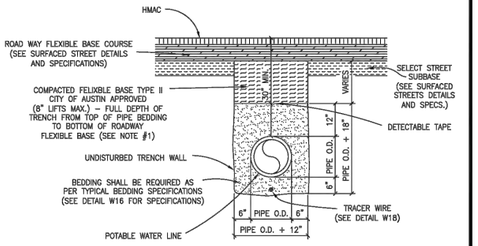
PROJ. NO.	1903-099-05-57
DESIGN:	R. RODRIGUEZ
DRAWN:	R. RODRIGUEZ
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
DATE:	3/29/2022

STATE OF TEXAS KRISTEN VAN HOOSIER 136882 LICENSED PROFESSIONAL ENGINEER 3/30/2022

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

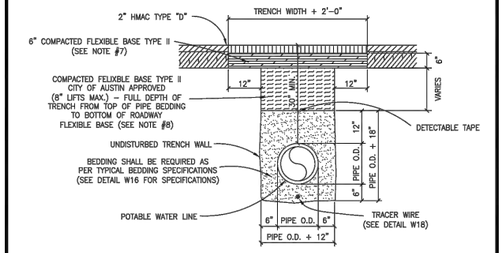
SHEET
C-501
44 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-600-DETL-WATR.dwg – Tab: DETL-WATR-01 – Plotted: 3/28/2022 4:17 PM By: KRISTEN VAN HOOSIER



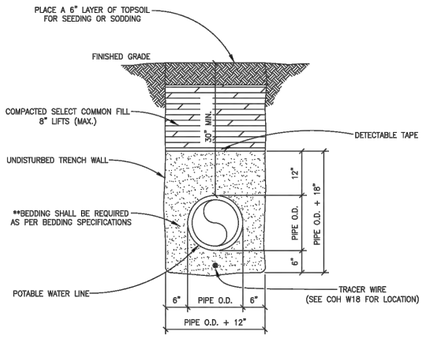
NOTES
1. A MINIMUM OF ONE DENSITY TEST SHALL BE TAKEN EVERY TWO HUNDRED (200) FEET FOR EACH EIGHT (8") INCH LIFT OF SUBGRADE AND EACH OPEN CUT CROSSING. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED ON EACH LAYER PRIOR TO ADDITIONAL BACKFILLING. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO CITY OF HUTTO
2. BACKFILL COMPACTION SHALL BE A MINIMUM OF 95% MAXIMUM DENSITY PER TXDOT 113E SPECIFICATIONS.
3. GEOTECHNICAL REPORT MUST BE PROVIDED WITH ROAD STREET/DESIGN. THESE SPECIFICATIONS MAY BE SUPERSEDED BY THE CITY ENGINEER.
4. CONTRACTOR OR ENGINEER MAY REQUEST FOR USE OF ALTERNATE BACKFILL MATERIAL. ALTERNATE MATERIALS AND TESTING PROTOCOL MUST BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER PRIOR TO USE.
5. DETECTABLE MARKING TAPE SHALL BE USED FOR ALL WATER LINES. THE TAPE SHALL BE BLUE, 12" WIDE, 5 MIL. THE TAPE SHALL BE PLACED AT TOP OF BEDDING.

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. W20
TRENCH & EMBEDMENT UNDER PROPOSED ROADWAY	UPDATED: 04/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: W20.DWG



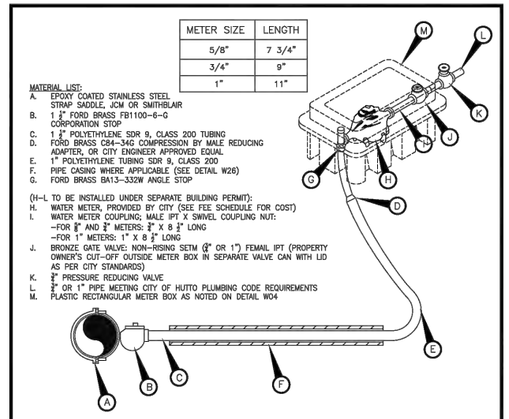
NOTES:
1. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE
2. BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO SPECIFIED MAXIMUM DENSITY
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED
4. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
5. A MINIMUM OF ONE DENSITY TEST SHALL BE TAKEN EVERY TWO HUNDRED (200) FEET FOR EACH EIGHT (8") INCH LIFT OF SUBGRADE AND EACH OPEN CUT CROSSING. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED ON EACH LAYER PRIOR TO ADDITIONAL BACKFILLING. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO CITY OF HUTTO
6. GEOTECHNICAL REPORT MUST BE PROVIDED WITH THE ROAD/STREET DESIGN. THESE SPECIFICATIONS MAY BE SUPERSEDED BY THE CITY ENGINEER.
7. FLEXIBLE BASE TYPE II: (ROADWAY BASE) TxDOT TYPE A – GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED TO 98% OF TxDOT 113E AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE CITY INSPECTOR
8. FLEXIBLE BASE TYPE II: (TRENCH BACKFILL) TxDOT TYPE A – GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED O 95% OF TxDOT 113E AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE CITY INSPECTOR.
9. CONTRACTOR OR ENGINEER MAY REQUEST FOR USE OF ALTERNATE BACKFILL MATERIAL. ALTERNATE MATERIALS AND TESTING PROTOCOL MUST BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER PRIOR TO USE.
10. DETECTABLE MARKING TAPE SHALL BE USED FOR ALL WATER LINES. THE TAPE SHALL BE BLUE, 12" WIDE, 5 MIL. THE TAPE SHALL BE PLACED AT TOP OF BEDDING.

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. W21
TRENCH AND EMBEDMENT UNDER EXISTING ROADWAY	UPDATED: 04/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: W21.DWG



** TYPICAL BEDDING SPECIFICATIONS		
	⅜" F	½"
SIEVE SIZE	% RETAINED	% RETAINED
1/2"	0	0
3/8"	0–2	5–25
4m	40–85	80–100
10m	95–100	96–100
3/4"	–	–

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. W22
TRENCH & EMBEDMENT UNDER NON-PAVED AREAS	UPDATED: 04/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: W22.DWG



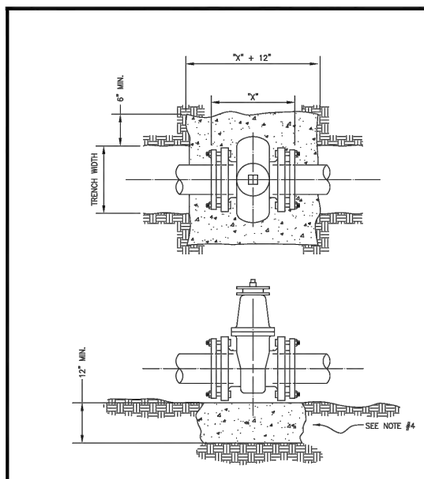
METER SIZE	LENGTH
5/8"	7 3/4"
3/4"	9"
1"	11"

MATERIAL LIST:
A. EPOXY COATED STAINLESS STEEL STRAP SADDLE, JCM OR SMITHBLAIR
B. 1 ¼" FORD BRASS FB1100–6–G CORPORATION STOP
C. 1 ¼" POLYETHYLENE SDR 9, CLASS 200 TUBING
D. FORD BRASS C84–342 COMPRESSION BY MALE REDUCING ADAPTER, OR CITY ENGINEER APPROVED EQUAL
E. 1" POLYETHYLENE TUBING SDR 9, CLASS 200
F. PIPE CASING WHERE APPLICABLE (SEE DETAIL W26)
G. FORD BRASS BA13–332W ANGLE STOP

(H–L TO BE INSTALLED UNDER SEPARATE BUILDING PERMIT):
H. WATER METER, PROVIDED BY CITY (SEE FEE SCHEDULE FOR COST)
I. WATER METER COUPLING; MALE IPT X SWIVEL COUPLING NUT:
–FOR ⅝" AND ¾" METERS: 2" X 8 ¼" LONG
–FOR 1" METERS: 1" X 8 ¼" LONG
J. BRONZE GATE VALVE: NON–RISING SETM (¾" OR 1") FEMAIL IPT (PROPERTY OWNER'S CUT–OFF OUTSIDE METER BOX IN SEPARATE VALVE CAN WITH LID AS PER CITY STANDARDS)
K. ¾" PRESSURE REDUCING VALVE
L. ¾" OR 1" PIPE MEETING CITY OF HUTTO PLUMBING CODE REQUIREMENTS
M. PLASTIC RECTANGULAR METER BOX AS NOTED ON DETAIL W04

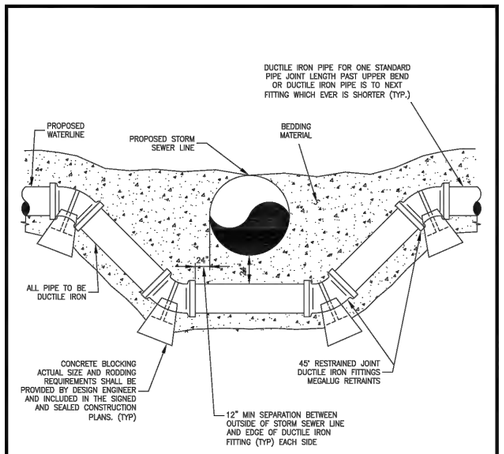
NOTES:
1. SERVICE PIPE SHALL BE 200 PSI BLACK COLORED POLYETHYLENE HAVING A DIMENSION RATION OF (DR9).
2. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MIL. POLYETHYLENE FILM.
3. TOP OF BOXES SHALL BE 1" ABOVE FINISHED GRADE.
4. PIPING AND TUBING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF HUTTO ENGINEERING MANUAL AND CITY OF HUTTO APPROVED SPECIFICATIONS.
5. METER BOX TO BE MODEL DFW38C–KSBSM BY DFW PLASTICS, INC. OR CITY ENGINEER APPROVED EQUAL. PROVIDE BLACK–PAINTED METAL LID WITH METER READER.
6. AXIS OF METER ASSEMBLY (METER STOP, METER, PIPING AND OWNER'S CUTOFF) SHALL BE TEN INCHES (10") BELOW TOP OF BOX.
7. SLOTS PROVIDED IN METER BOX TO ACCOMMODATE PIPING INTO AND OUT OF BOX SHALL NOT BE MODIFIED.
8. INSERT STIFFENERS AT COMPRESSION FITTINGS SHOULD BE CTS–STAINLESS STEEL 6133–T FITTINGS OR CITY ENGINEER APPROVED EQUAL.
9. ALL PARTS TO BE AS NOTED OR CITY ENGINEER APPROVED EQUAL.

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. W24
1", 3/4" OR 5/8" SINGLE METER	UPDATED: 04/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: W24.DWG



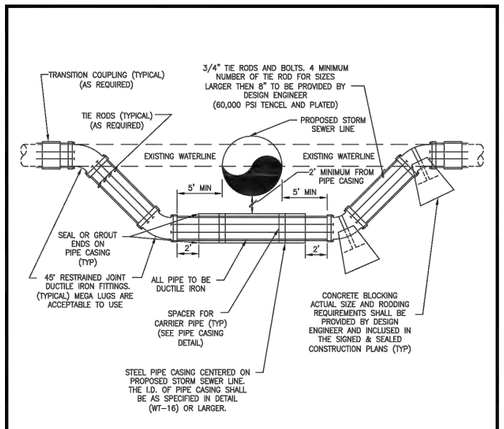
NOTES:
1. THE ENGINEER SHALL PROVIDE DESIGN ON ALL VALVES 12" AND LARGER. VALVES SHALL BE CLOW, KENNEDY, OR AMERICAN FLOW CONTROL.
2. COMPLY WITH REQUIREMENTS OF AWWA C–550, PROTECTIVE EPOXY INTERIOR COATINGS FOR VALVES.
3. CONCRETE VALVE SUPPORT, 2500 PSI CONCRETE.

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. W27
CONCRETE VALVE ANCHOR	UPDATED: 04/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: W27.DWG



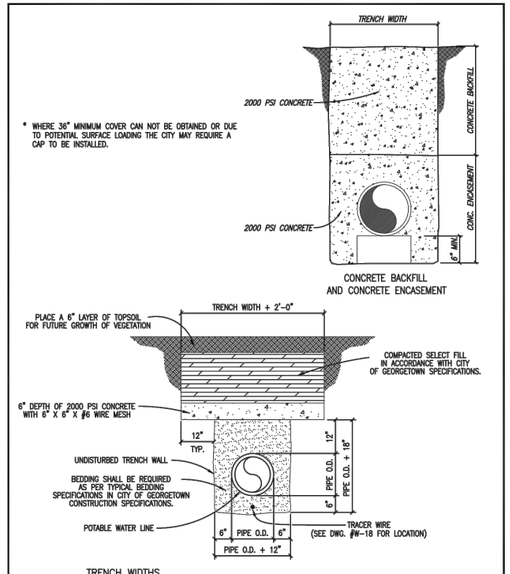
NOTES:
1. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE WRAPPED WITH MINIMUM 8 MIL POLYETHYLENE (BLACK POLY) AND OPEN ENDS/SEAMS SEALED WITH DUCT TAPE.
2. ALL FITTINGS SHALL HAVE RESTRAINED JOINTS AND BLOCKED WITH CONCRETE BLOCKING.

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. W31
WATER LINE AND STORMSEWER LINE CROSSING - TYPE 1	UPDATED: 04/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: W31.DWG



NOTES:
1. DESIGN ENGINEER MAY SPEC. A COMBINATION RESTRAINT SYSTEM OF RESTRAINED JOINTS AND CONCRETE BLOCKING OR TIE RODS AND CONCRETE BLOCKING.

CITY OF HUTTO CONSTRUCTION STANDARDS AND DETAILS	DRAWING NO. W32
WATER LINE AND STORMSEWER LINE CROSSING - TYPE 2	UPDATED: 04/01/2019
ENGINEERING & PUBLIC WORKS	DRAWN BY: BB
	SCALE: N.T.S.
	FILE NAME: W32.DWG



TRENCH WIDTHS
*PIPE LESS THAN 20" DIAMETER
1'–0" + PIPE O.D.
*20" DIAMETER PIPE AND LARGER
2'–0" + PIPE O.D.

The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS	ADOPTED 6/21/2006
CONCRETE TRENCH CAP DETAIL	W02A
	SCALE: NTS
	DATE: 1/2003
	DRAWN BY: MRS
	APPROVED BY: TRB

REV NO. | REVISION DESCRIPTION | APPROVED BY: | DATE

CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.454.9700 | FAX 512.834.7827
WWW.COBBFENDLEY.COM

STANDARD WATER DETAILS - SHEET 2 OF 2
CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

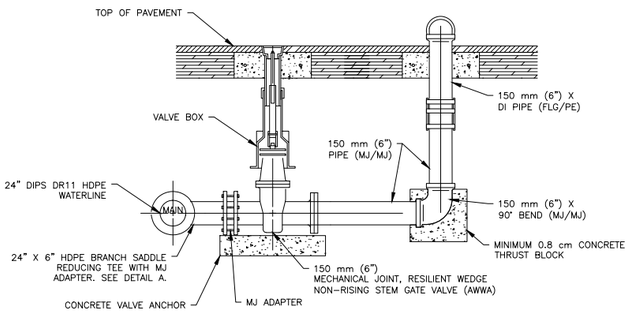
PROJ. NO. 1903-099-05-57
DESIGN: R. RODRIGUEZ
DRAWN: R. RODRIGUEZ
CHECK: J. HASTINGS
APPR: K. VAN HOOSIER
DATE: 3/29/2022

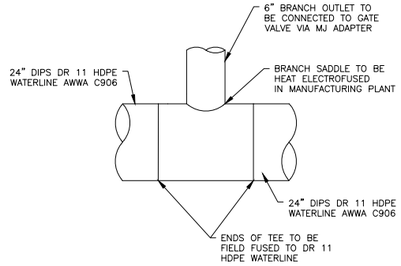
STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-502
45 of 66

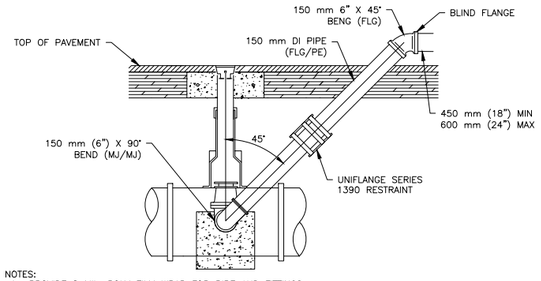
Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-600-DETL-WATR.dwg – Tab: DETL-WATR-02 – Plotted: 3/28/2022 4:18 PM By: KRISTEN VAN HOOSIER





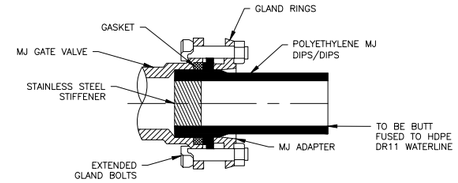
DETAIL A
NTS

NOTES:
1. THIS FITTING SHALL BE SHOP FABRICATED IN ACCORDANCE WITH SPECIFICATIONS AND AWWA C906. FITTING SHALL BE SUPPLIED TO SITE AS ONE PIECE, READY TO BE FUSED TO DR11 HDPE PIPE.
2. FITTING SHALL BE PRESSURE RATED TO 200 PSI.



NOTES:
1. PROVIDE 8 MIL. POLY FILM WRAP FOR PIPE AND FITTINGS.
2. PROVIDE JOINT RESTAINT OR USE ANCHOR COUPLINGS FOR ALL JOINTS.
3. WELD SOCKET 64 mm X 51 mm (2½" X 2") DEEP TO 25 mm (1") SCH. 40 ROUND STEM EXTENSION, FITTED ON OPERATING NUT, SCH. 80 FOR LENGTHS OVER 3 m (10').
4. VALVE EXTENSIONS ARE REQUIRED ON ALL VALVES THAT EXCEED 0.9 m (3') DEEP FROM FINISHING GRADE. VALVE EXTENSIONS SHALL BE PLACED SUCH THAT THE EXTENSION NUT IS BETWEEN 450 mm AND 60 mm (18" AND 24") FROM FINISHED GRADE.

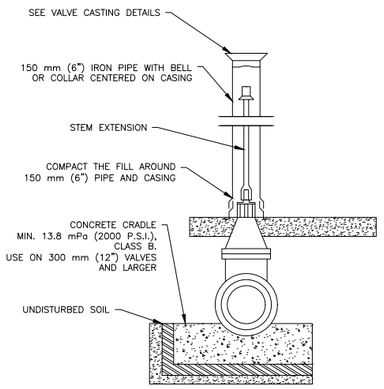
DRAIN VALVE ASSEMBLY
(FOR USE WITH HDPE WATER MAINS)
NTS



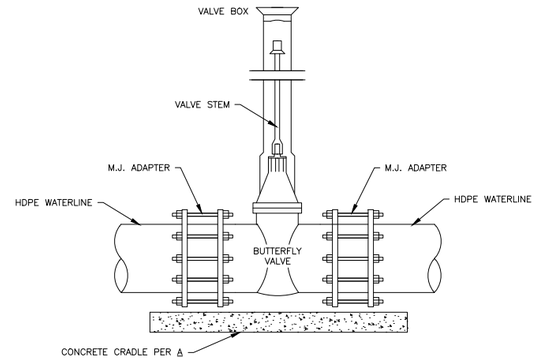
NOTES:
1. STAINLESS STEEL STIFFENER SHALL BE MADE TO FIT THE ACTUAL MEASUREMENTS OF THE PIPE BEING USED.
2. MJ VALVE SHALL BE AWWA C11 COMPLIANT
3. "MJ ADAPTER" AS CALLED OUT IN THE PLANS REFERENCES THIS COMPLETE INSTALLATION. MJ ADAPTER KIT SHALL INCLUDE THE MJ ADAPTER, SS STIFFENER, EXTENDED TEE BOLTS AND NUTS (SS), GLAND AND GASKET.
4. THIS ASSEMBLY SHALL BE SUBSIDIARY TO THE COST OF THE DRAIN VALVE ASSEMBLY.

HDPE MJ ADAPTER ASSEMBLY
NTS

A



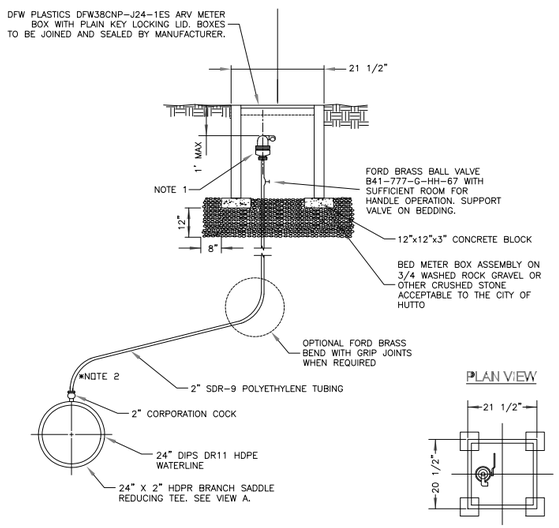
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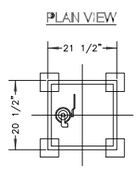
NOTES:
1. WELD SOCKET 64 mm X 51 mm (2½" X 2") DEEP TO 25 mm (1") SCH. 40 ROUND STEM EXTENSION, FITTED ON OPERATING NUT, SCH. 80 FOR LENGTHS OVER 3 m (10').
2. NUT AT TOP OF VALVE EXTENSION ROD SHALL BE SQUARE 51 mm (2") LONG WELDED TO TOP OF ROD.
3. VALVE EXTENSIONS ARE REQUIRED ON ALL VALVES THAT EXCEED 0.9 m (3') DEEP FROM FINISHED GRADE. VALVE EXTENSIONS SHALL BE PLACED SUCH THAT THE EXTENSION NUT IS BETWEEN 450 AND 600 mm (18" AND 24") FROM FINISHED GRADE.
4. CRADLE SHALL EXTEND 6 FT ON EITHER SIDE OF THE VALVE

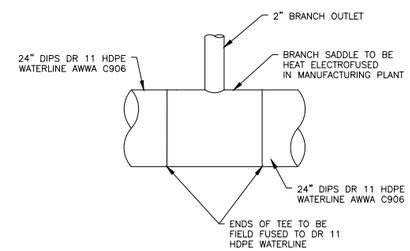
24" BUTTERFLY VALVE DETAIL
(FOR USE WITH HDPE WATER MAINS)
NTS

SECTION VIEW



PLAN VIEW



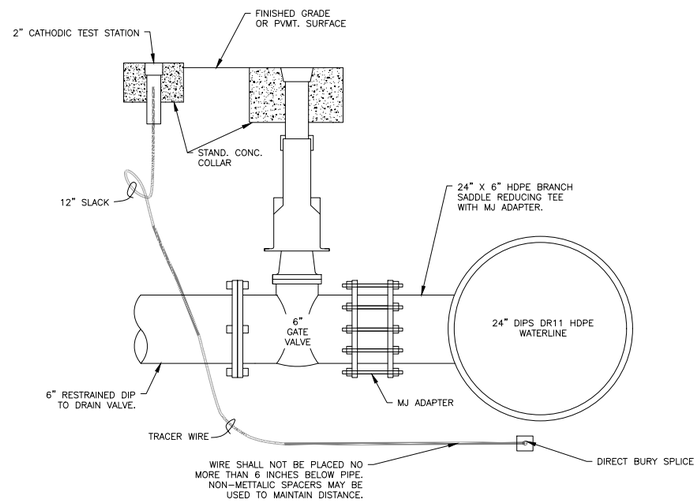


VIEW A
NTS

NOTES:
1. THIS FITTING SHALL BE SHOP FABRICATED IN ACCORDANCE WITH SPECIFICATIONS AND AWWA C906. FITTING SHALL BE SUPPLIED TO SITE AS ONE PIECE, READY TO BE FUSED TO DR11 HDPE PIPE.
2. FITTING SHALL BE PRESSURE RATED TO 200 PSI.

NOTES:
1. ARI D-040 P 2" AIR RELEASE VALVE. HIGHER CAPACITY VALVES TO BE DESIGNATED BY DESIGN ENGINEER AND APPROVED BY CITY ENGINEER.
2. THREAD TO COMPRESSION BRASS ELBOW ALLOWED IF NECESSARY DUE TO DEPTHS LIMITATIONS.
3. ANY VARIATIONS MUST HAVE PRIOR APPROVAL FROM THE CITY ENGINEER

STANDARD AIR RELEASE VALVE FOR WATER MAINS
(FOR USE WITH HDPE WATER MAINS)
NTS



NOTES:
1. SPLICES SHALL BE MADE USING A 3M DIRECT BURY SPLICE KIT (DBR) OR APPROVED EQUIVALENT ENCLOSED IN ENCASEMENT PIPE.
2. AS-BUILT DRAWINGS SHALL SHOW TRACER WIRE AND ACCESS POINTS.
3. TRACER WIRE SHALL BE TESTED BY OWNER AS PART OF FINAL ACCEPTANCE OF PROJECT.

TRACER WIRE DETAIL
(FOR USE WITH HDPE WATER MAINS)
NTS

REV NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. F-274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.836.9700 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

HDPE WATER DETAILS

CR 404 HUTTO 24" WATER LINE
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

PROJ. NO.	1903-099-05-57
DESIGN:	R. RODRIGUEZ
DRAWN:	R. RODRIGUEZ
CHECK:	J. HASTINGS
APPR:	K. VAN HOOSIER
DATE:	3/29/2022

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
3/30/2022

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY SIGNATURE AND PERMIT.

SHEET
C-503
46 of 66

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\39_CR404_Hutto\DESIGN\C-600-DETL-WATR.dwg - Tab: DETL-WATR-04-HDPE - Plotted: 3/28/2022 4:18 PM By: KRISTEN VAN HOOSIER

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FILE:

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. Where highway construction or maintenance work is being undertaken, other than mobile operations as defined by the Texas Manual on Uniform Traffic Control Devices, CSJ limit signs are required. CSJ limit signs are shown on BC(2). The OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits. For mobile operations, CSJ limit signs are not required.

11. 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 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.

2. Except in emergency situations, flagger stations shall be illuminated when flagging is used at night.

COMPLIANT WORKZONE TRAFFIC CONTROL DEVICES

1. Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources.

2. Work zone traffic control devices shall be compliant with the Manual for Assessing safety Hardware (MASH).

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 Safety Division Standard

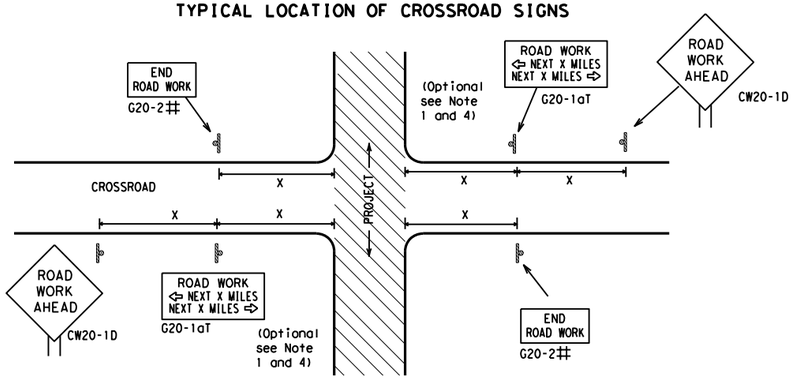
BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS 4-03 7-13 9-07 8-14 5-10 5-21	DIST	COUNTY		SHEET NO. 47 of 66

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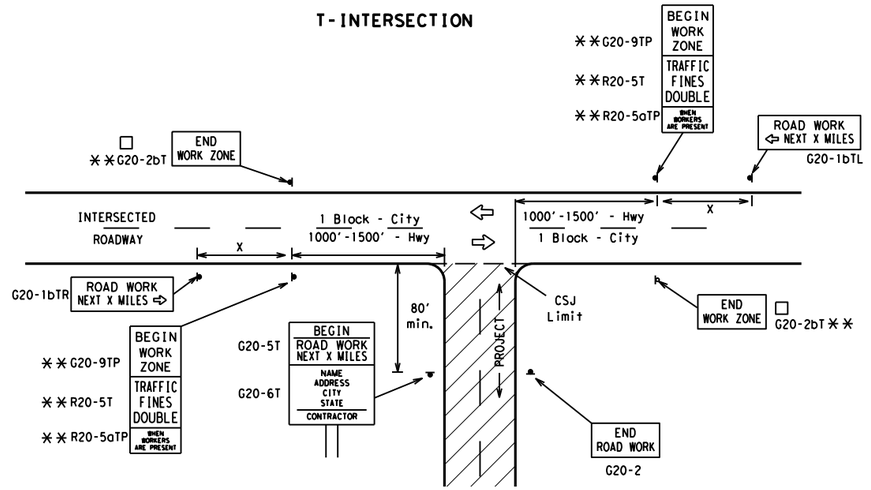
TYPICAL LOCATION OF CROSSROAD SIGNS



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 as per TMUTCD Part 5. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection, the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING[1,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign △ Spacing "X"
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500[2]
60	600[2]
65	700[2]
70	800[2]
75	900[2]
80	1000[2]
*	*[3]

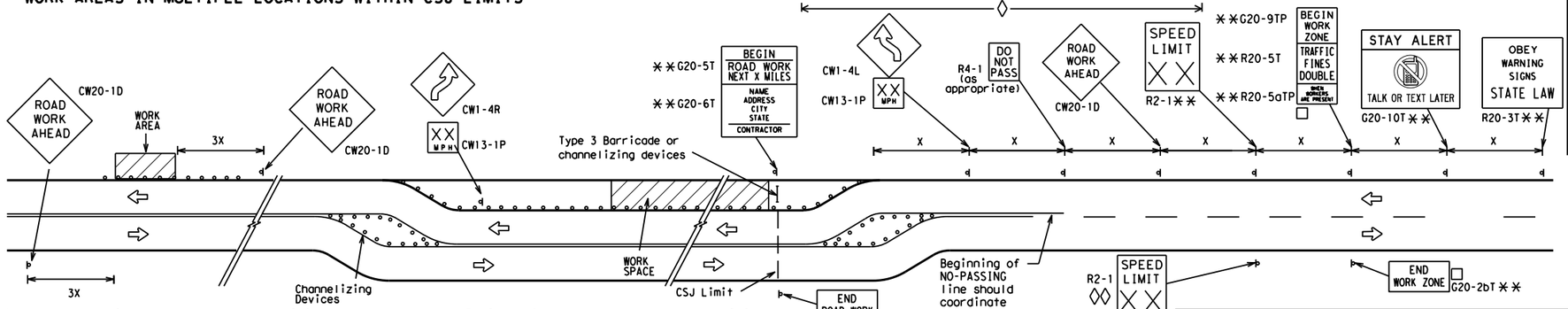
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

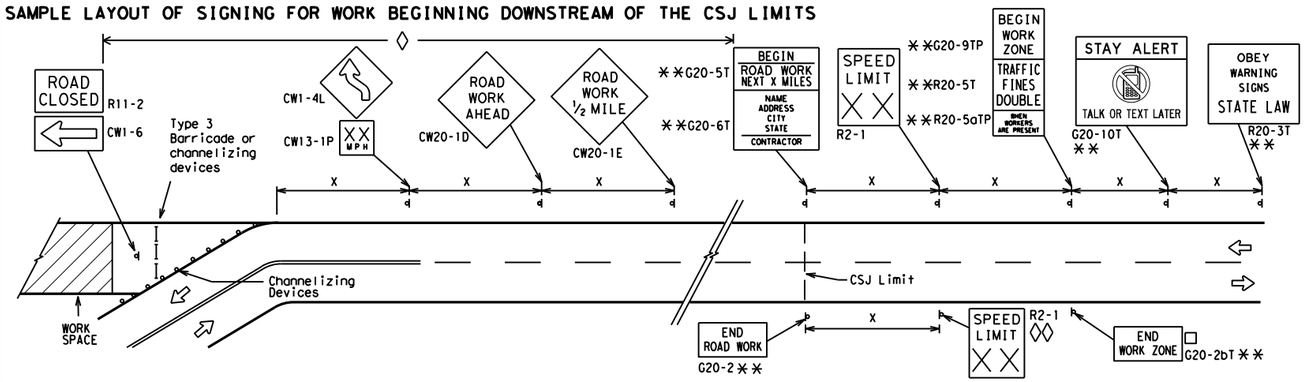
1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer as per TMUTCD Part 5. 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 DOWNSTREAM OF THE CSJ LIMITS



SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT 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.

** CSJ limit signing is required for highway construction and maintenance work, with the exception of mobile operations.

◊ 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 Safety Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-21

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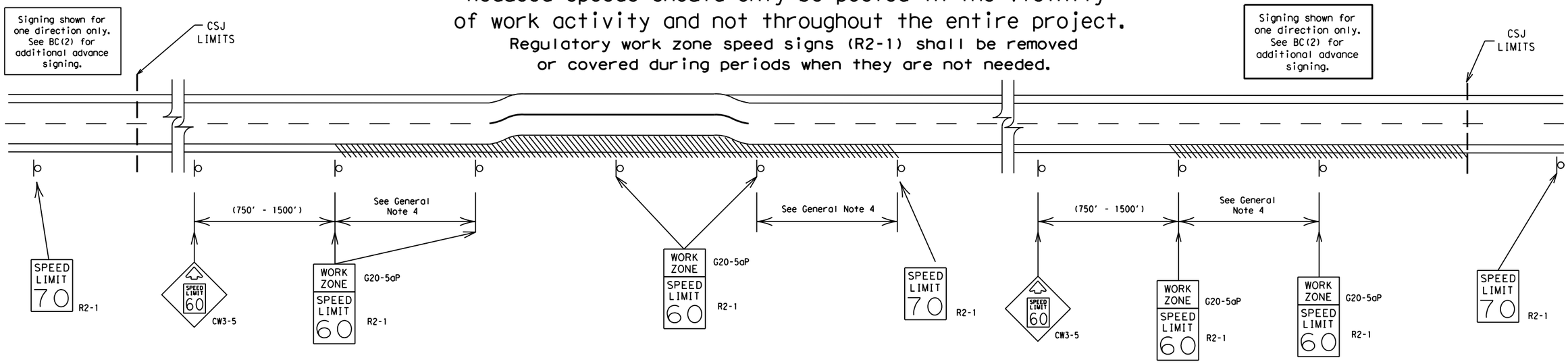
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TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

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 traveled 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.

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

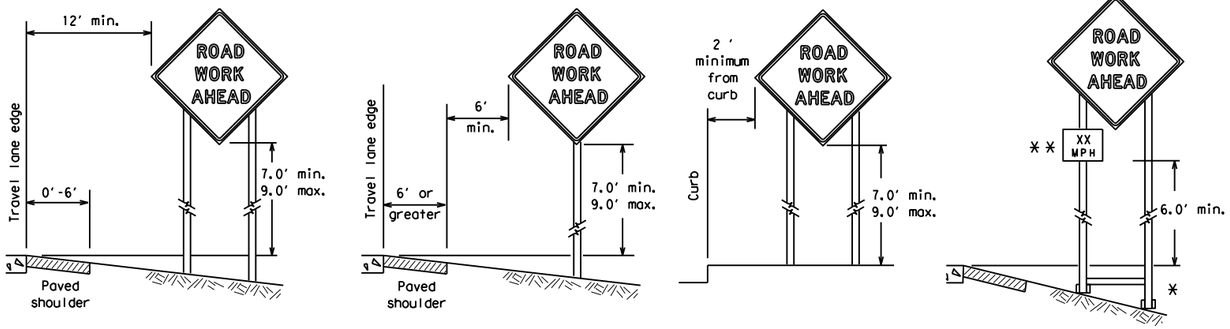
BC(3)-21

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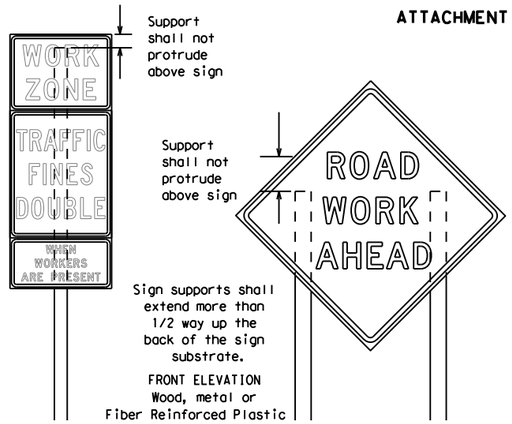
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

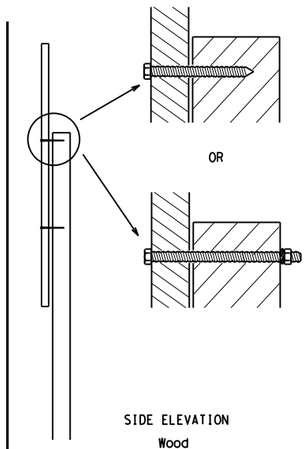


* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

* * 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





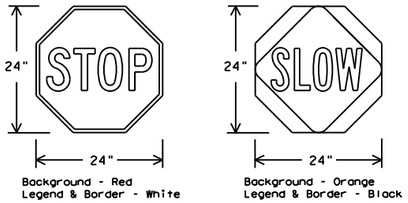
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

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".
2. STOP/SLOW paddles shall be retroreflectorized when used at night.
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.



SHEETING REQUIREMENTS (WHEN USED AT NIGHT)		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	ORANGE	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND & BORDER	WHITE	TYPE B OR C SHEETING
LEGEND & BORDER	BLACK	ACRYLIC NON-REFLECTIVE FILM

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, specific service (LOGO), 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. For details for covering large guide signs see the TS-CD standard.
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 standard sheets, TLRS standard sheets or the CWZTCD list. The signs shall meet the required mounting heights shown on the BC, or the SMD standard sheets 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) for small roadside signs. Supports for temporary large roadside signs shall meet the requirements detailed on the Temporary Large Roadside Signs (TLRS) standard sheets. The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used, the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

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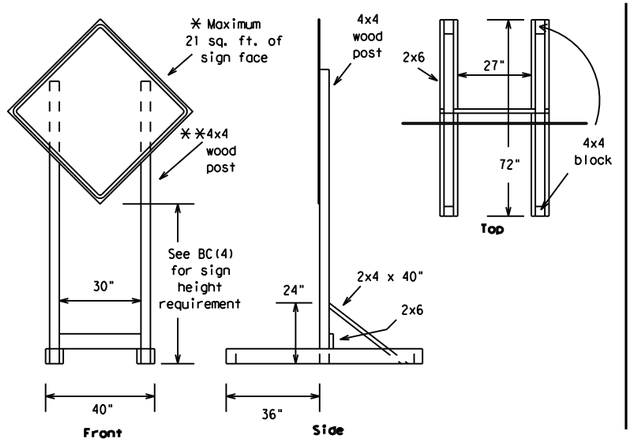
BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

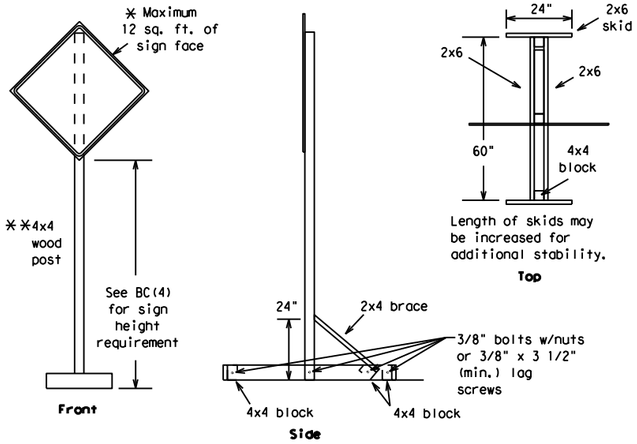
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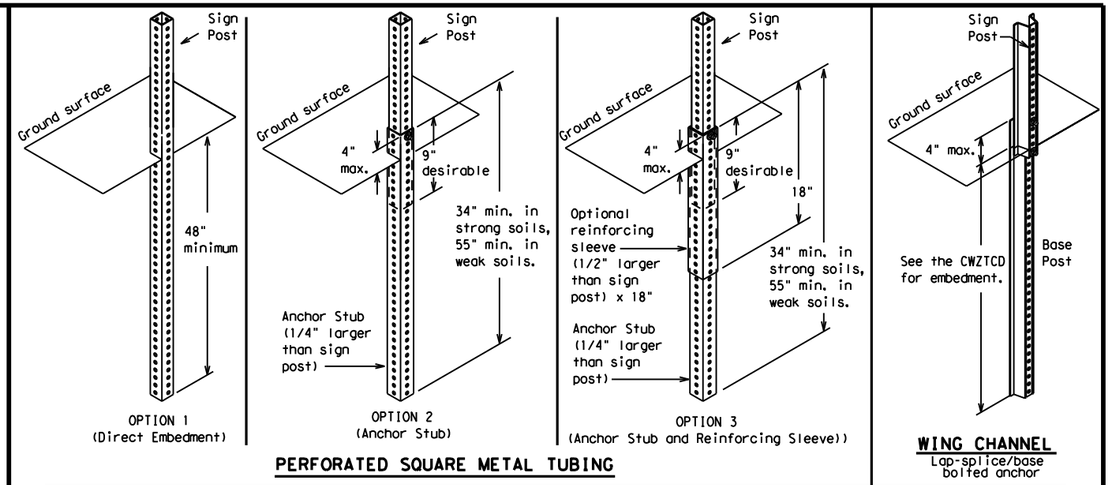
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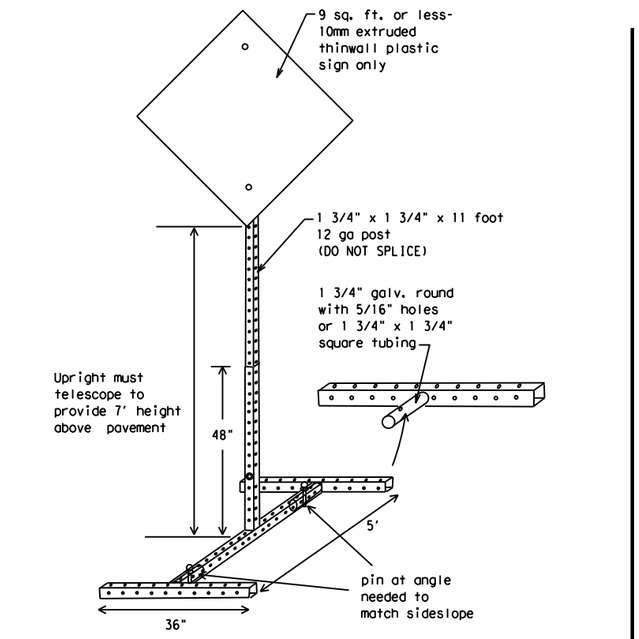
SKID MOUNTED WOOD SIGN SUPPORTS

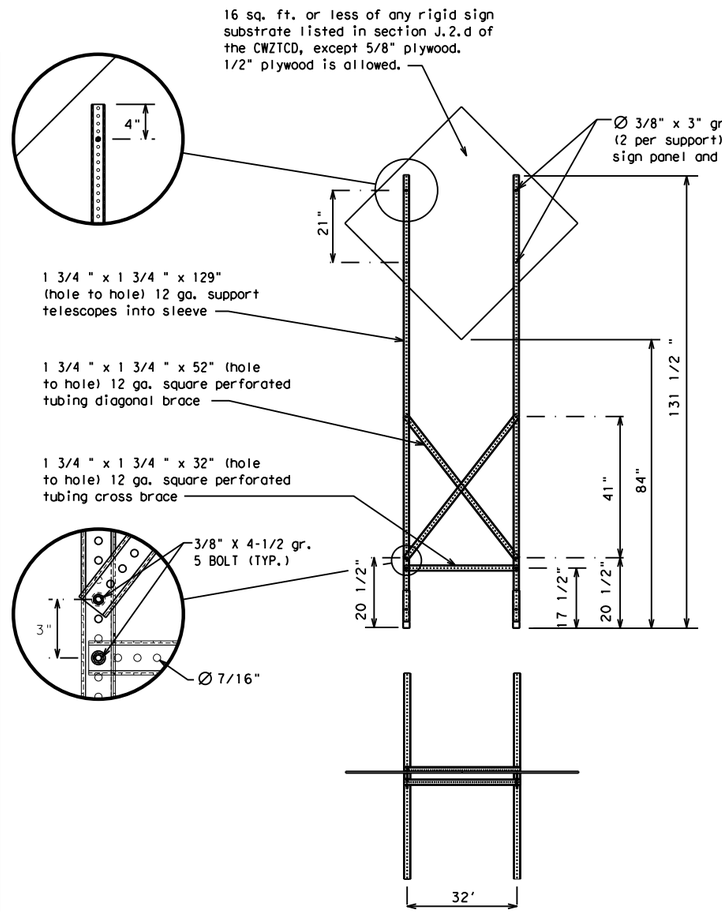
* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

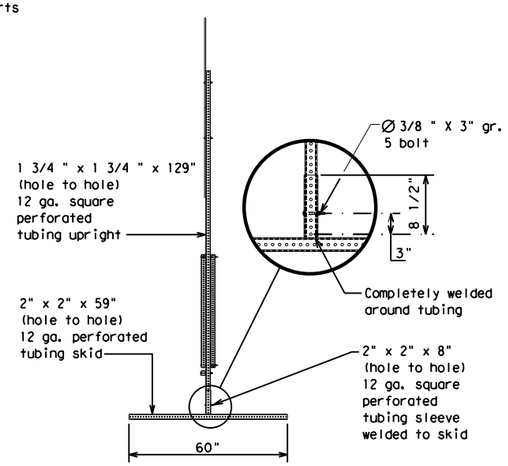


GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.







SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

* See BC(4) for definition of "Work Duration."

** Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

☐ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

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BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-21

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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
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 Safety Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-21

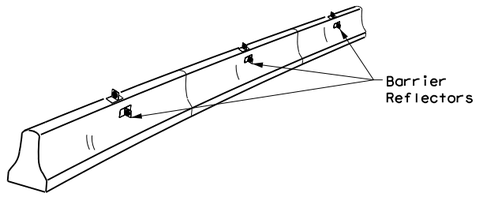
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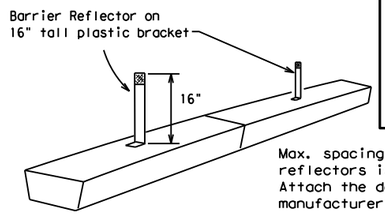
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1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.



CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.

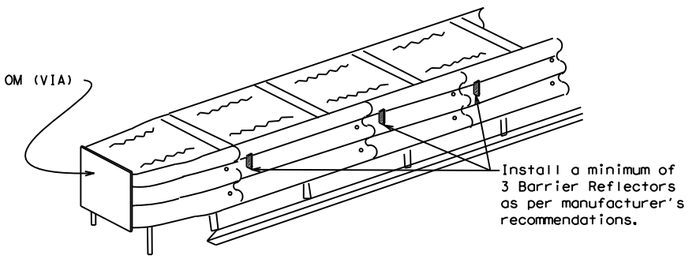


Max. spacing of barrier reflectors is 20 feet. Attach the delineators as per manufacturer's recommendations.

LOW PROFILE CONCRETE BARRIER (LPCB) USED IN WORK ZONES

LPCB is approved for use in work zone locations, where the posted speed is 45mph, or less. See Roadway Standard Sheet LPCB.

LOW PROFILE CONCRETE BARRIER (LPCB)

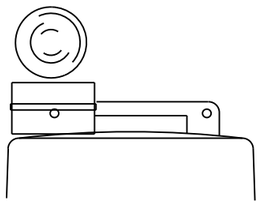


DELINEATION OF END TREATMENTS

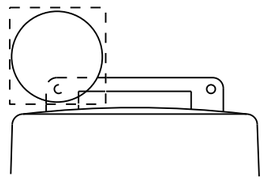
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet the apppropriate crashworthy standards as defined in the Manual for Assessing Safety Hardware (MASH). 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

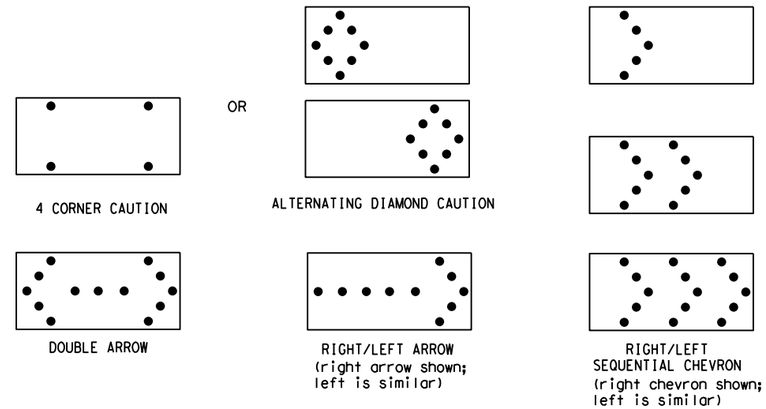
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing 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 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 Safety Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-21

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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:

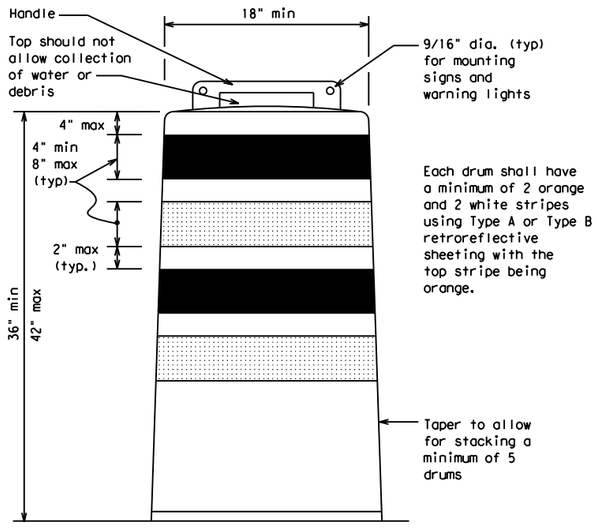
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents 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.

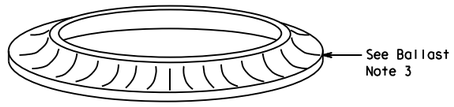
RETROREFLECTIVE SHEETING

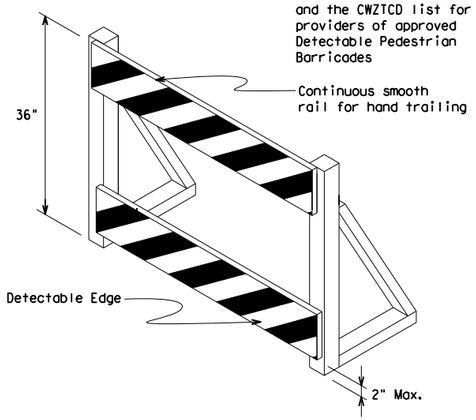
1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials," Type A or Type B reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall 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.

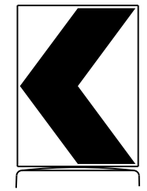




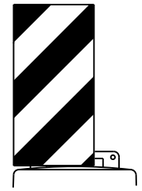


DETECTABLE PEDESTRIAN BARRICADES

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. Refer to WZ(BTS-2) for Pedestrian Control requirements for Sidewalk Diversions, Sidewalk Detours and Crosswalk Closures.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a Detectable Pedestrian Barricade shall be placed across the full width of the closed sidewalk instead of a Type 3 Barricade.
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 (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 should 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 or Type B. 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 Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

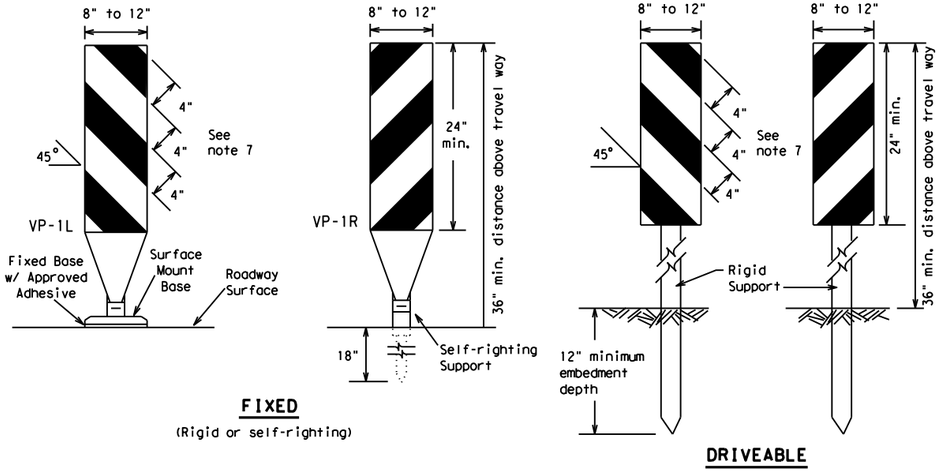
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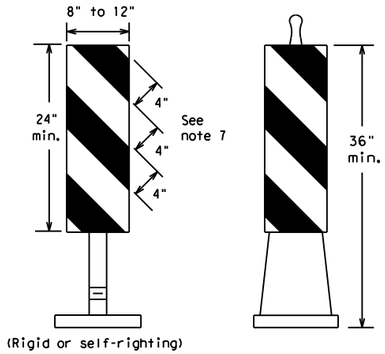
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FIXED
(Rigid or self-righting)

DRIVEABLE

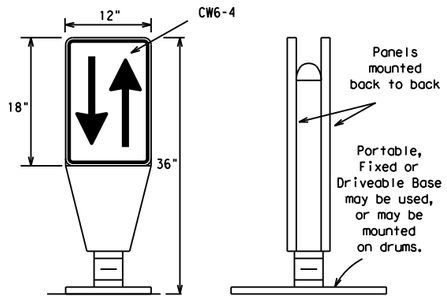


(Rigid or self-righting)

PORTABLE

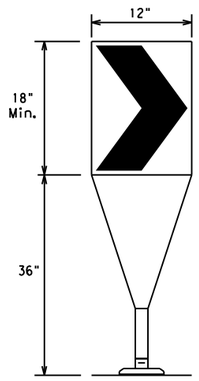
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual for additional requirements on the use 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 or Type B 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)



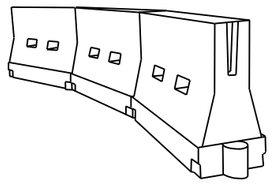
Fixed Base w/ Approved Adhesive
(Driveable Base, or Flexible Support can be used)

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). Place reflective sheeting 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 Manual for Assessing Safety Hardware (MASH) 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

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BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

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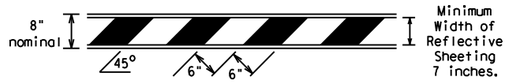
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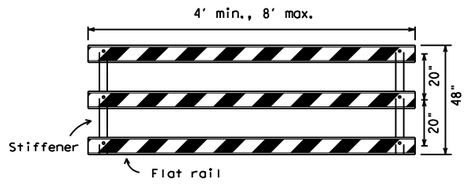
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road, striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



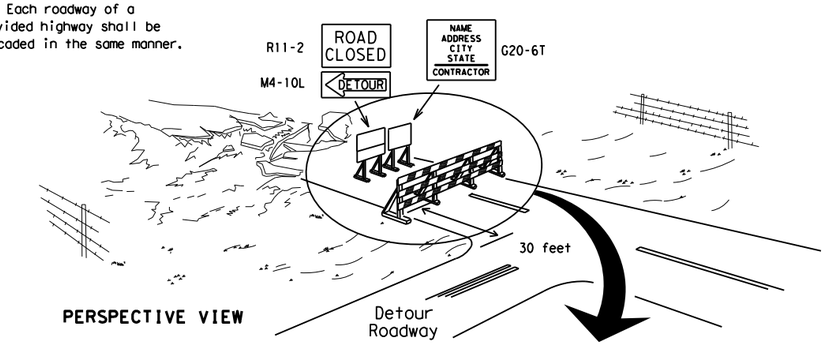
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

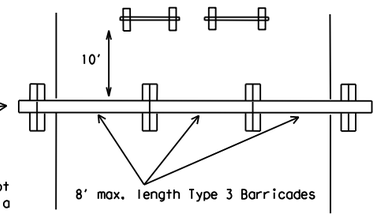
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

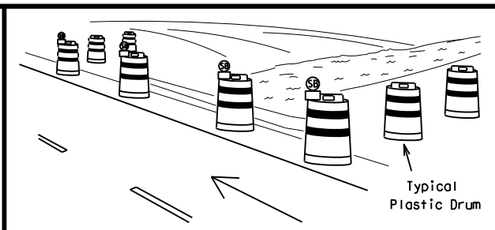
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

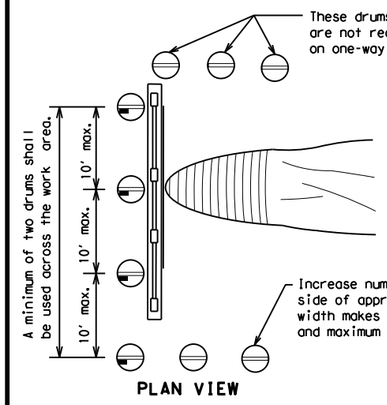
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

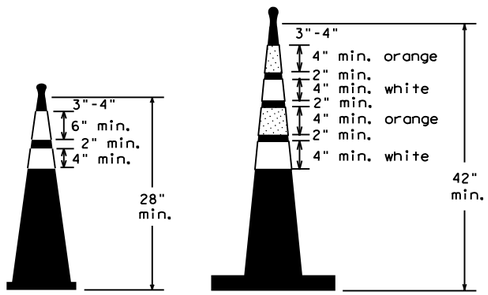
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder 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.



LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

PLAN VIEW

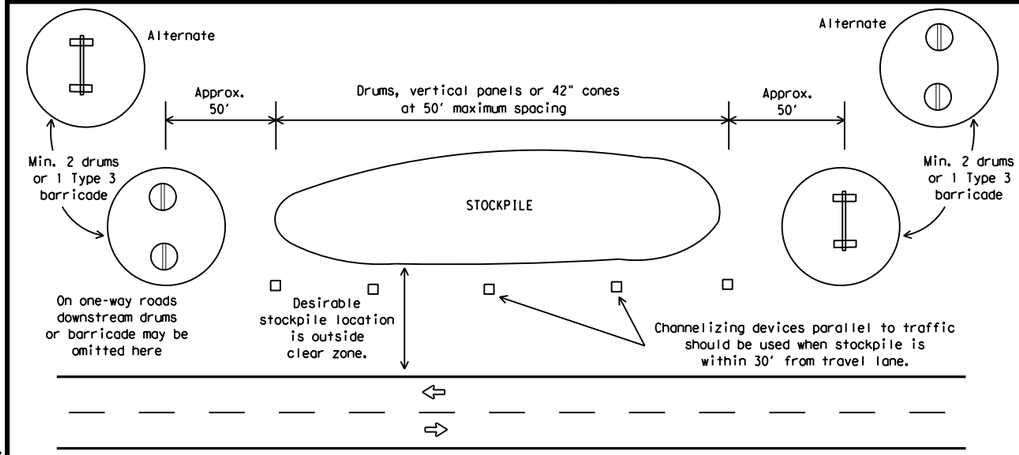
CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



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 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 or Type B.
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

SHEET 10 OF 12

Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS 9-07 8-14 7-13 5-21	DIST	COUNTY		SHEET NO. 56 of 66

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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.

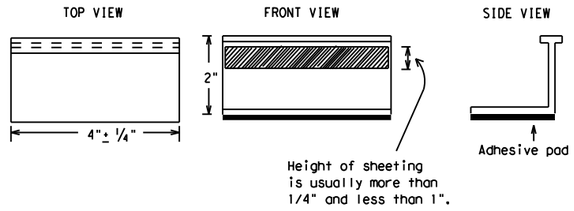
MAINTAINING WORK ZONE PAVEMENT MARKINGS

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 Safety Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-21

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REVISIONS 2-98 9-07 5-21 1-02 7-13 11-02 8-14	DIST	COUNTY		SHEET NO. 57 of 66

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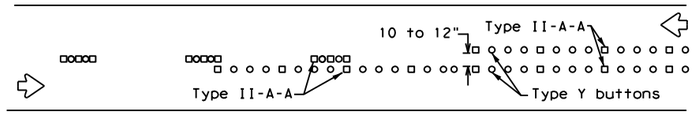
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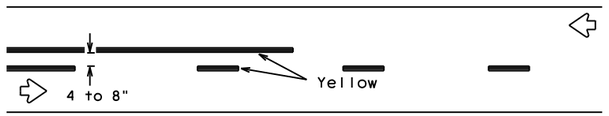
PAVEMENT MARKING PATTERNS



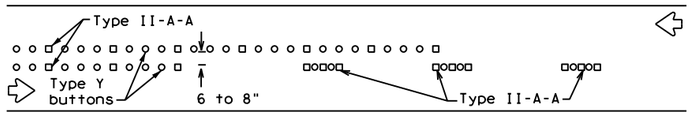
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



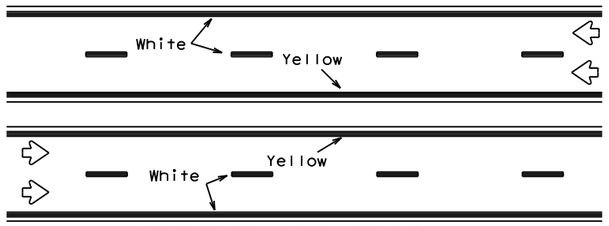
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



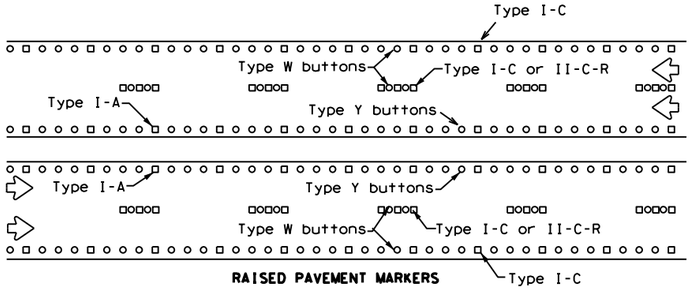
RAISED PAVEMENT MARKERS - PATTERN B

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



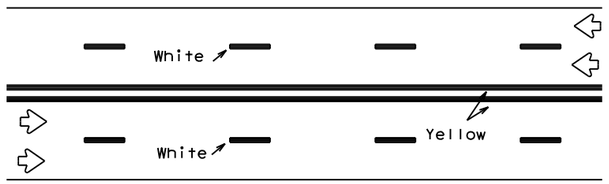
REFLECTORIZED PAVEMENT MARKINGS



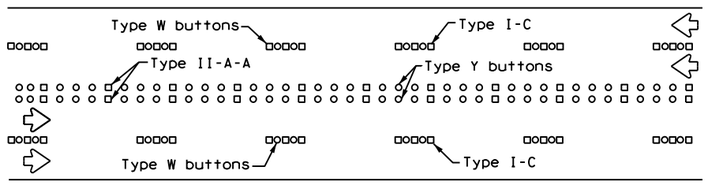
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



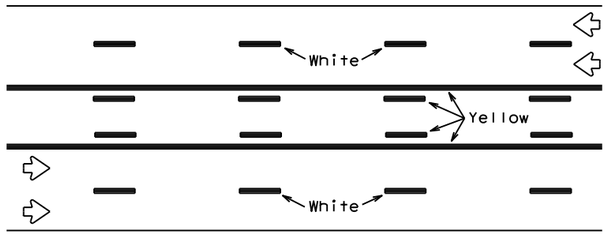
REFLECTORIZED PAVEMENT MARKINGS



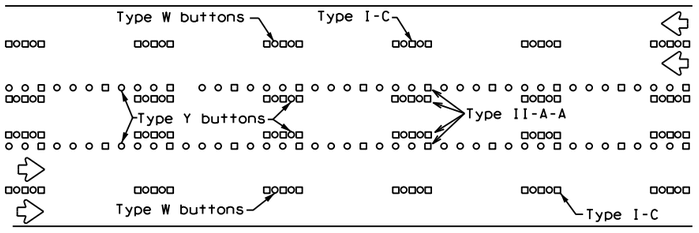
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS



RAISED PAVEMENT MARKERS

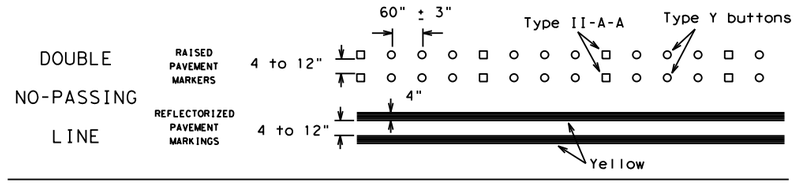
Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE

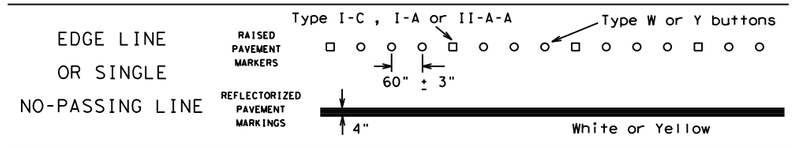
STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

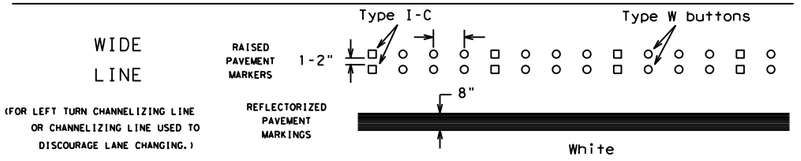


EDGE LINE OR SINGLE NO-PASSING LINE



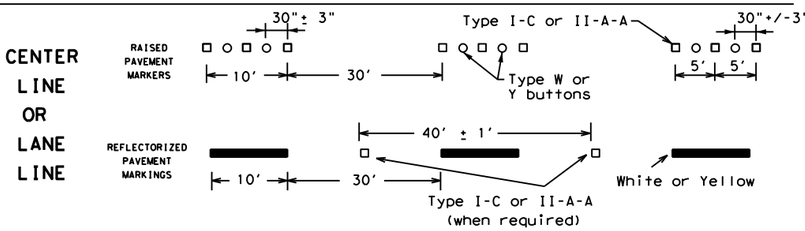
WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)

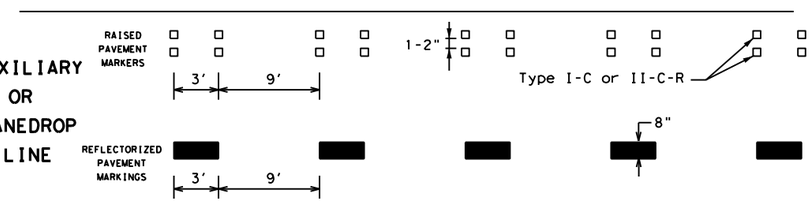


BROKEN LINES

CENTER LINE OR LANE LINE

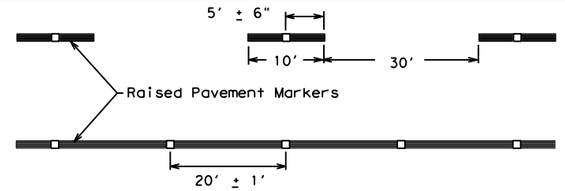


AUXILIARY OR LANEDROP LINE



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 Safety Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

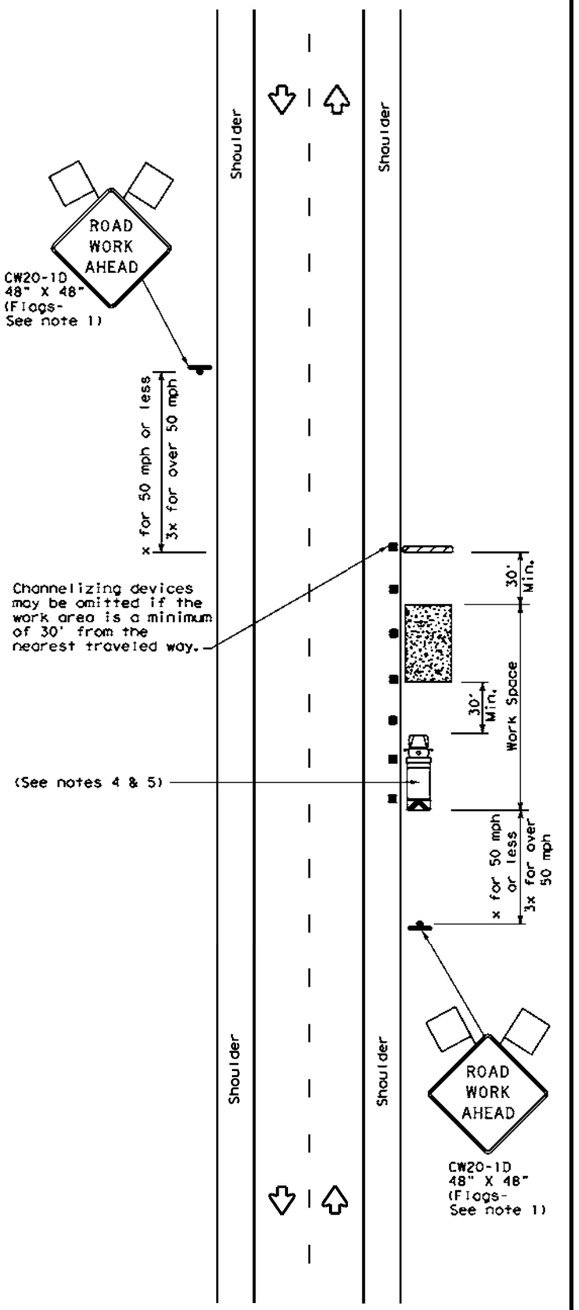
BC(12)-21

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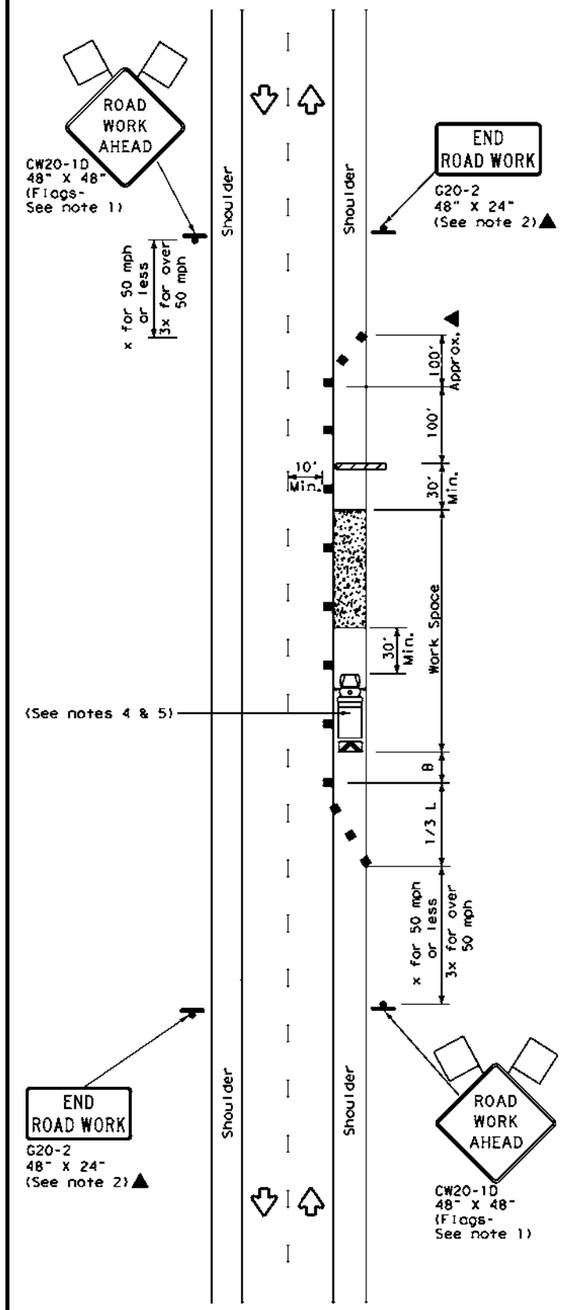
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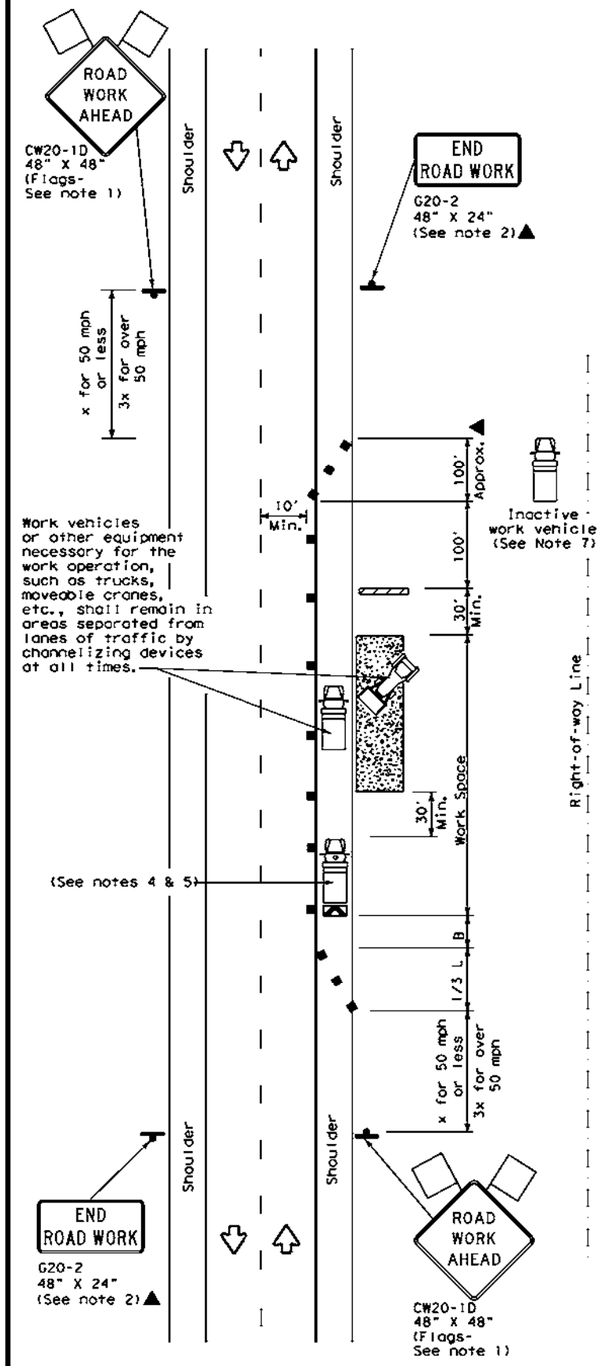
TCP (2-1a)

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 CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

Traffic Operations Division Standard

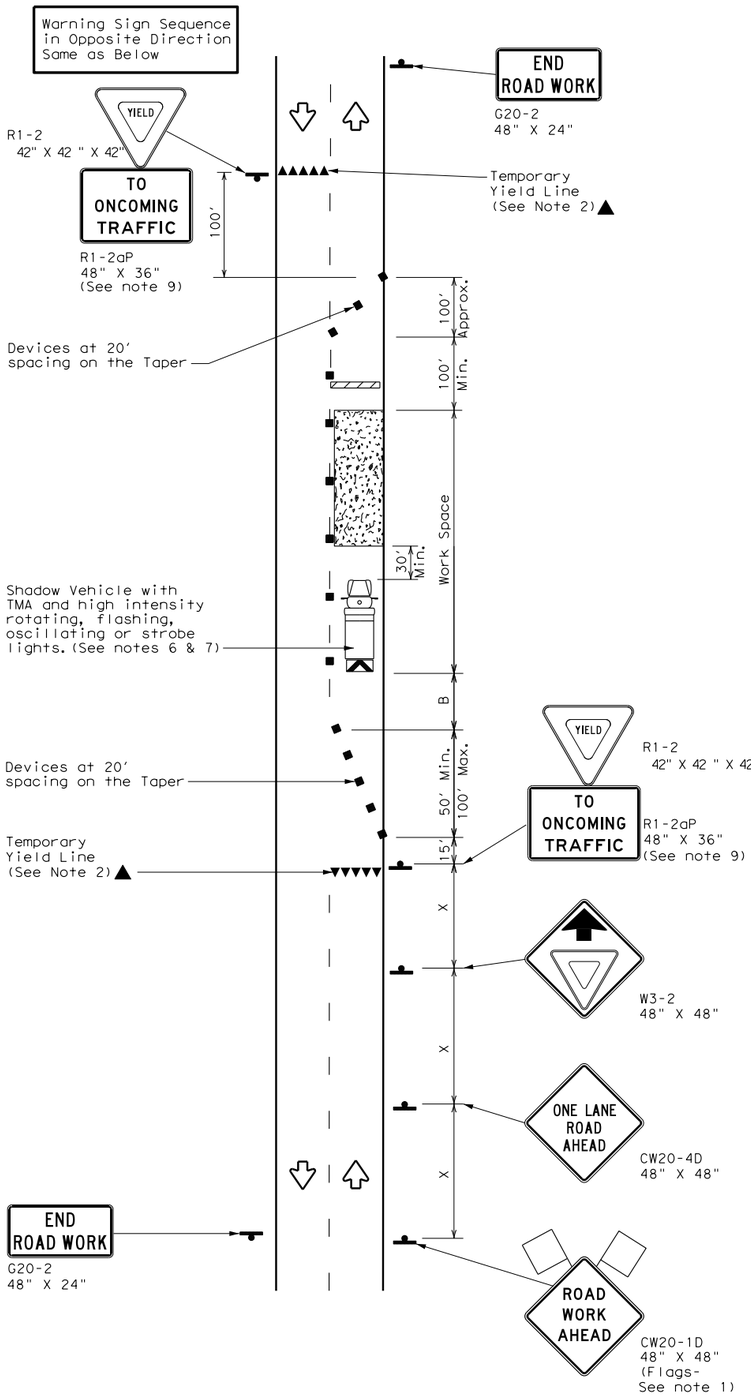
TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(2-1)-18

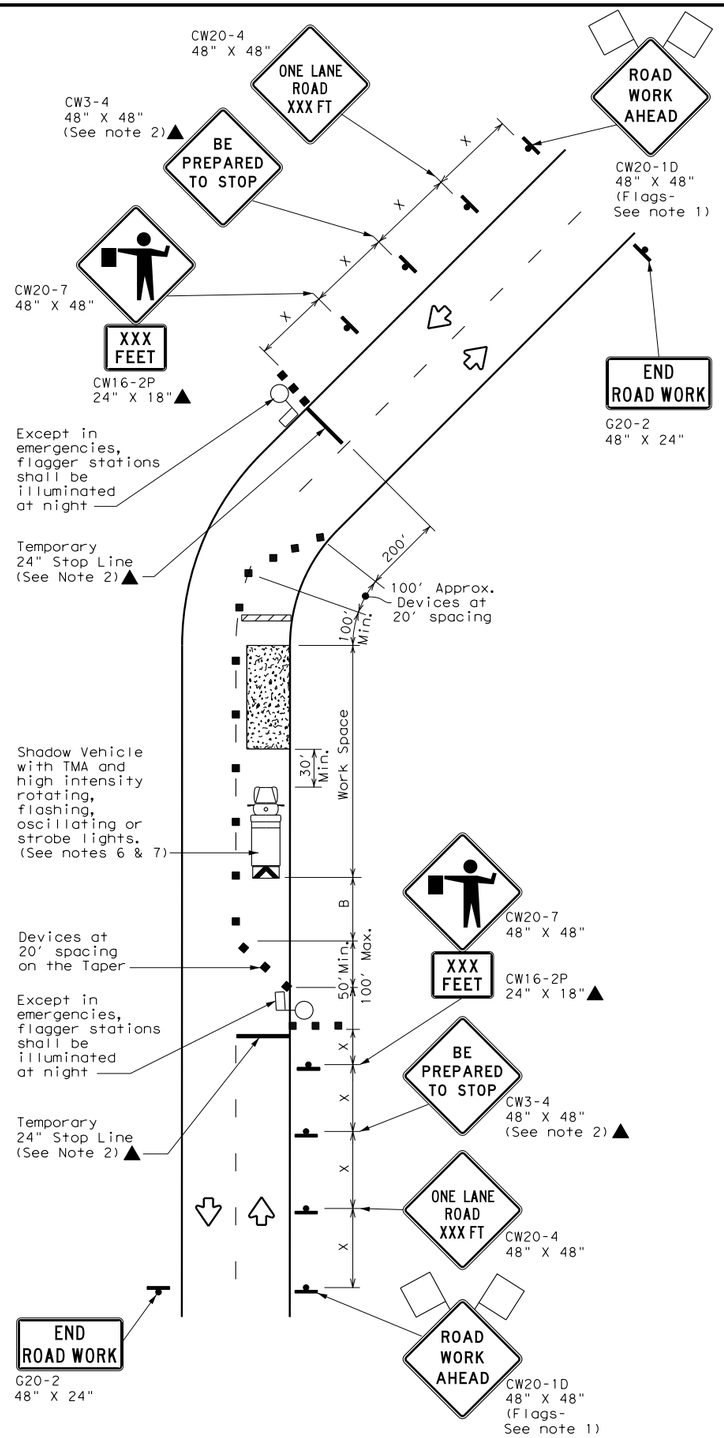
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TCP (2-2a)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See Note 9)



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

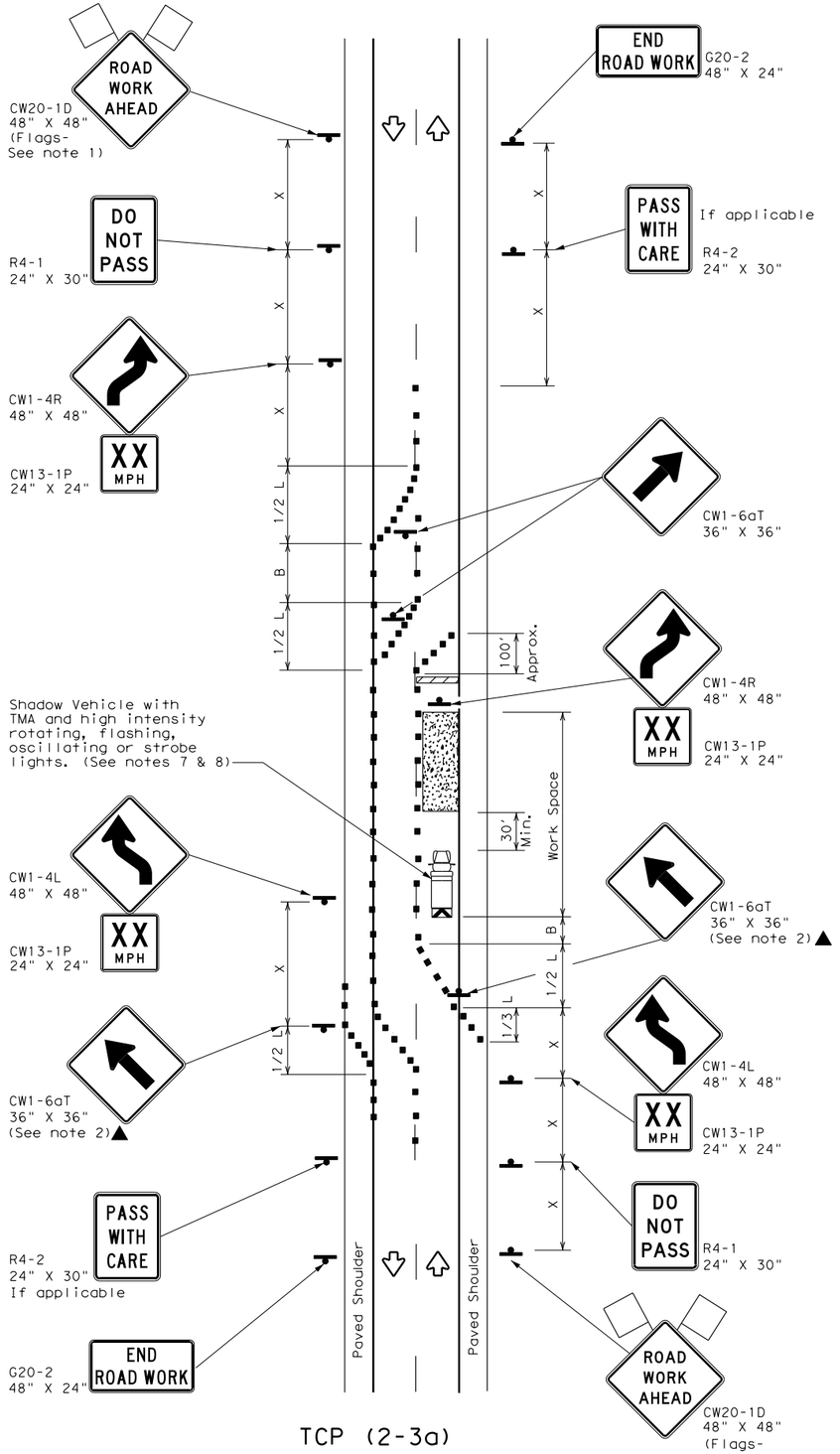
TCP(2-2)-18

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REVISIONS				
8-95 3-03	DIST	COUNTY		SHEET NO.
1-97 2-12				60 of 66
4-98 2-18				

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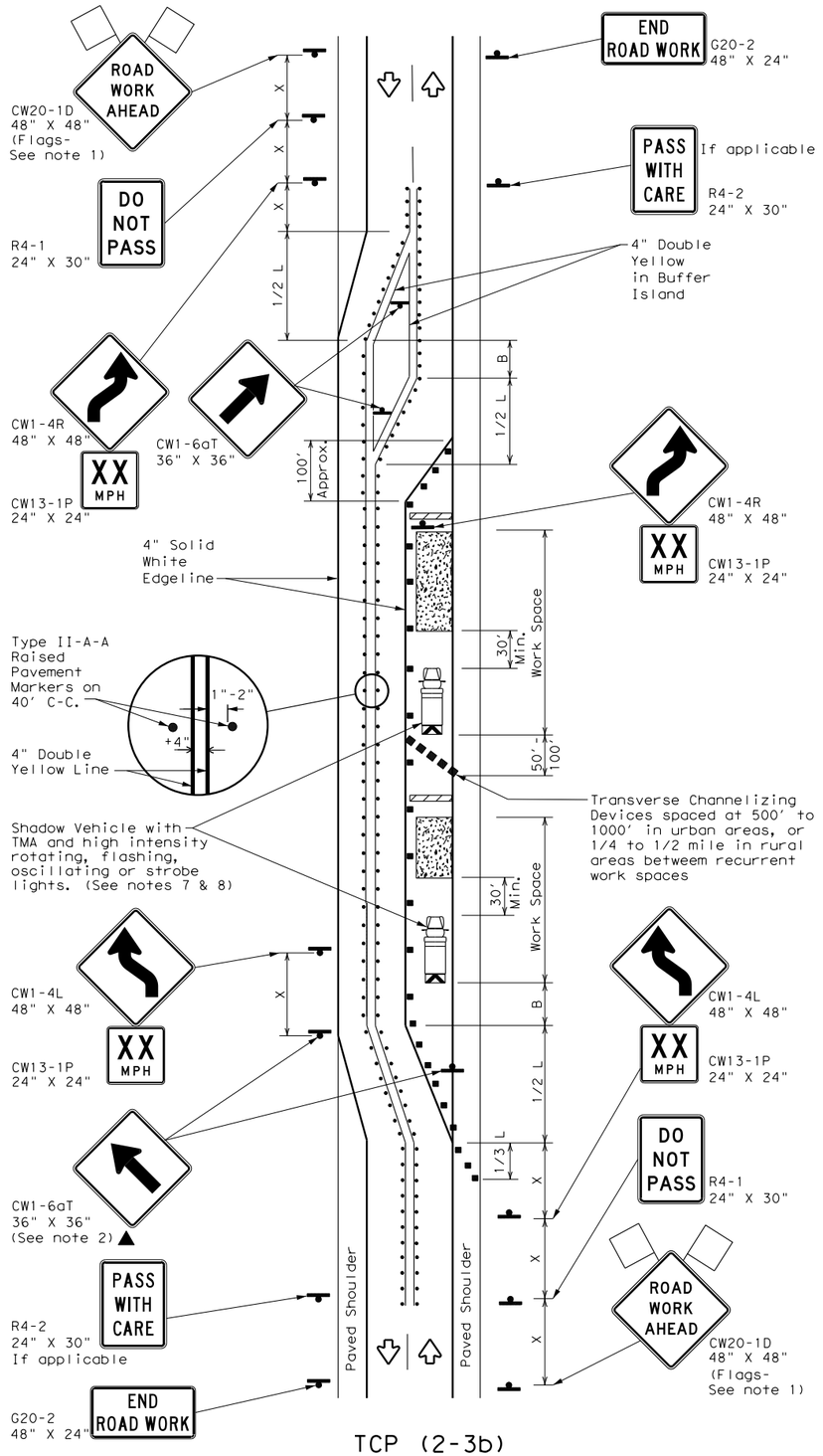
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TCP (2-3a)
2-LANE ROADWAY WITH PAVED SHOULDERS

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

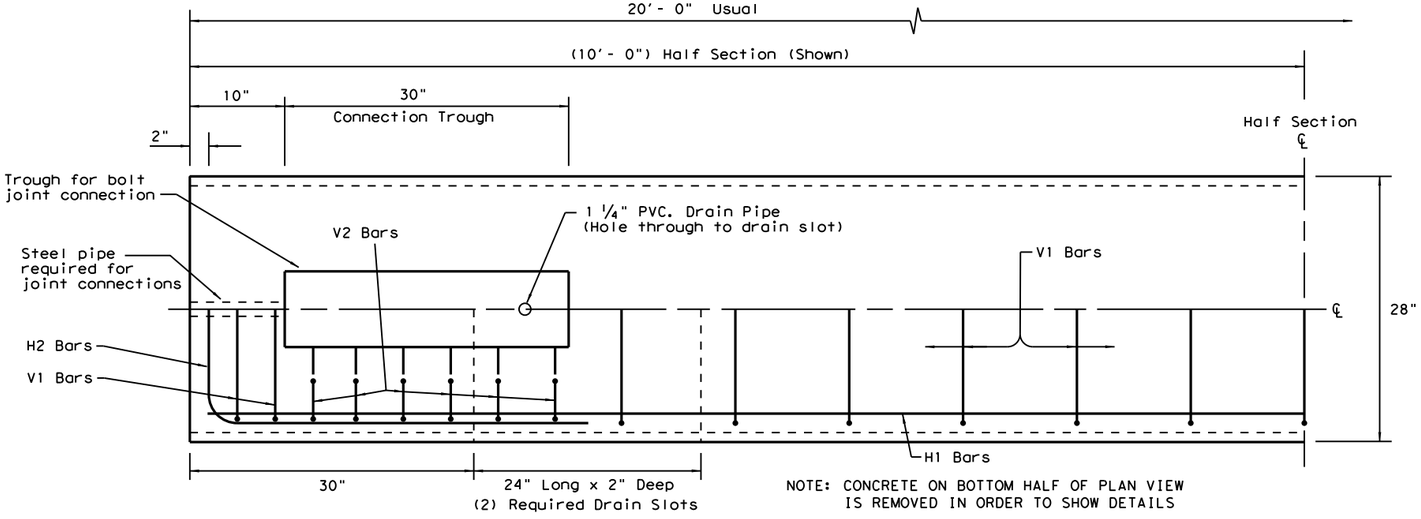
TCP(2-3)-18

FILE: tcp(2-3)-18.dgn	DN:	CK:	DW:	CK:
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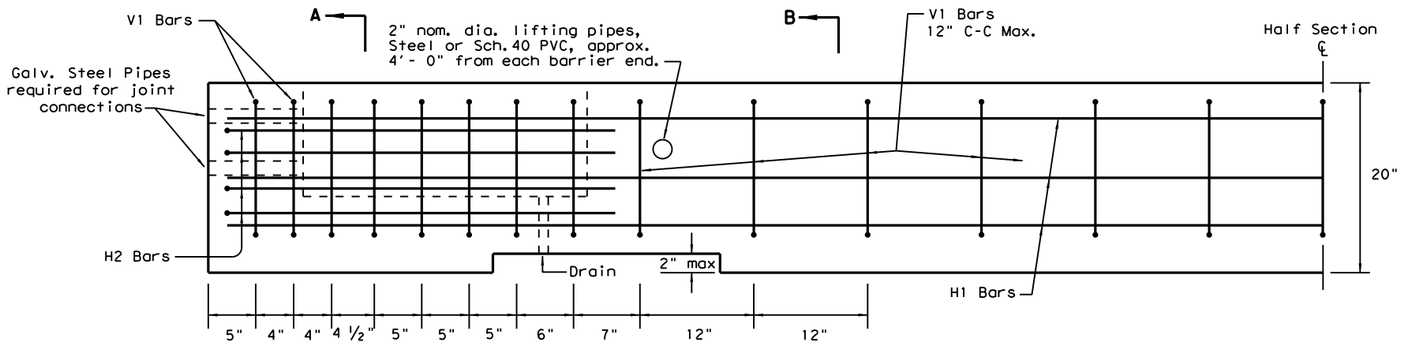
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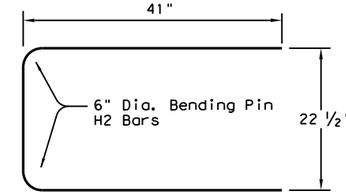


NOTE: CONCRETE ON BOTTOM HALF OF PLAN VIEW IS REMOVED IN ORDER TO SHOW DETAILS

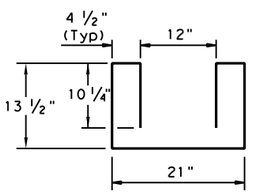
PLAN
(TYPE 1) BARRIER SEGMENT
(SYMMETRICAL ABOUT CENTER LINES)



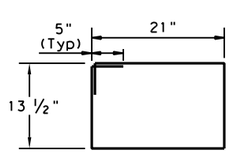
ELEVATION
(TYPE 1) BARRIER SEGMENT
(SYMMETRICAL ABOUT CENTER LINES)



(8)~H2 Bars
(#5) Bars



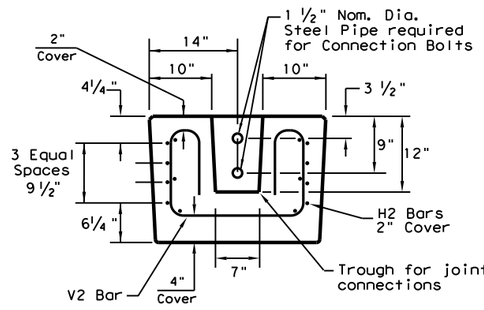
(12)~V2 Bars
(#4) Bars



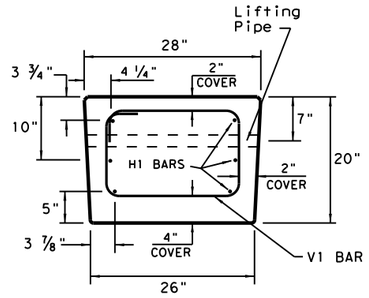
(17)~V1 Bars
(#4) Bars

REINFORCING STEEL DETAILS
TYPE 1 - BARRIER SEGMENT

Note: Use 2" Dia. Bending Pin, unless otherwise shown



SECTION A-A



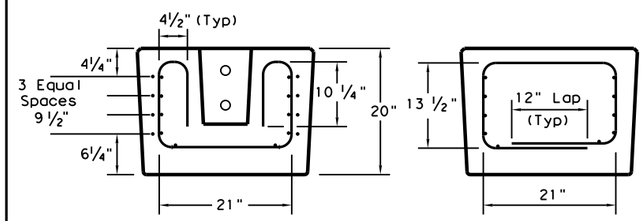
SECTION B-B

GENERAL NOTES

1. Low Profile Concrete Barrier (LPCB), is approved for use in temporary work zone locations, where the posted speed is 45 mph, or less.
2. Concrete shall be Class H for precast barrier with a minimum compressive strength of 3,600 psi.
3. Where used, rebar reinforcement shall be Grade 60 and conform to ASTM A615.
4. Precast LPCB barrier length shall be 20 ft.
5. All barrier edges shall have ¾" chamfer or a tooled radius.
6. Joint connection hardware shall be in accordance with Item 449, "Anchor Bolts." and is considered subsidiary.
7. Steel pipe required for joint connection bolts shall be galvanized in accordance with Item 445, "Galvanizing."
8. Welded wire reinforcement (WWR) may be used in lieu of conventional reinforcement for Type 1 barrier, and shall meet the requirements shown.

FOR CONTRACTORS INFORMATION ONLY

(TYPE 1) APPROX. QUANTITIES 20 FT. SECTION		
CONCRETE	CY	2.6
REINFORCING STEEL	LBS	330
TOTAL BARRIER WT.	LBS	11000



SECTION A-A SECTION B-B

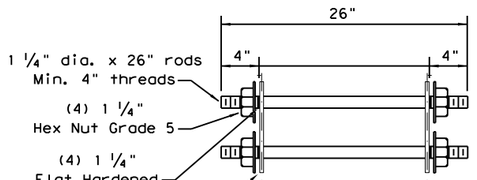
(WWR) GENERAL NOTES

1. Deformed Welded Wire Reinforcement shall conform to ASTM A497.
2. Welded wire cage may be cut or bent, if necessary, but must be approved by the Engineer.
3. Combinations of reinforcing steel and WWR are permitted, as directed by the Engineer. The dimensions from the end of the barrier section to the first wire shall not exceed 3".

REQUIRED (WWR) WIRE DESIGN

8 ~ (D31) Horizontal Wires (Equally spaced)
10 ~ (D20) Horizontal Wires (Equally spaced)
29 ~ (D20) Vertical Wires (Spaced as shown in Elevation View)

WELDED WIRE REINFORCEMENT (WWR)- OPTIONAL REINFORCING



(2) CONNECTION BOLTS
ASTM A36

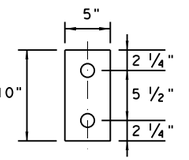


PLATE WASHER
5" x 10" x ⅜"

Note: Rods, Hex nuts and Washers shall be Galvanized.

SHEET 1 OF 2

Texas Department of Transportation

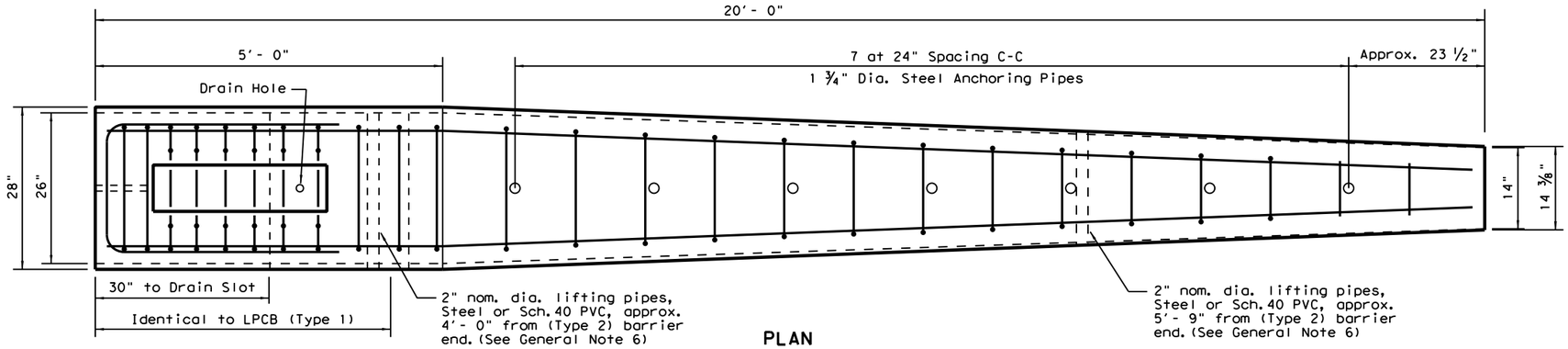
Design Division Standard

LOW PROFILE CONCRETE BARRIER
PRECAST BARRIER (TYPE 1)
LPCB-13

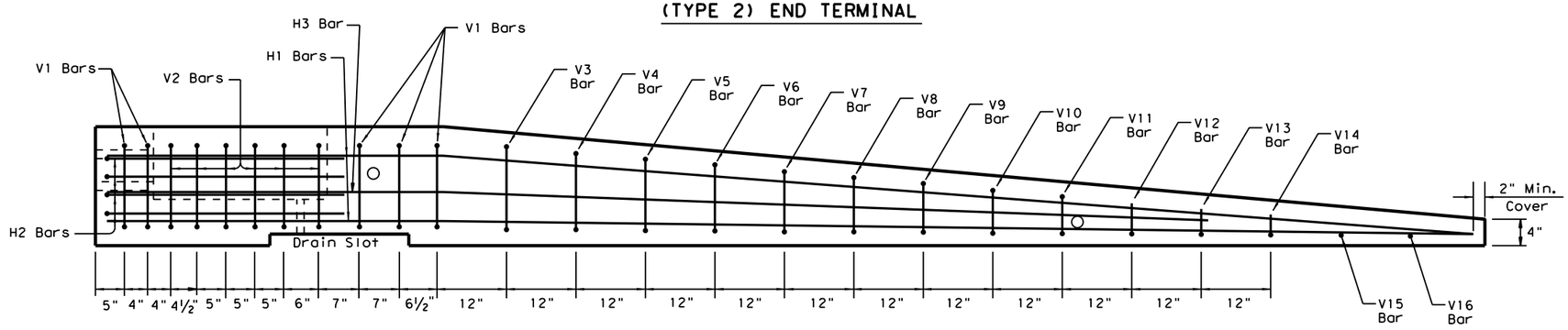
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©TxDOT December 2010	CONT	SECT	JOB	HIGHWAY
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	DIST	COUNTY		SHEET NO.
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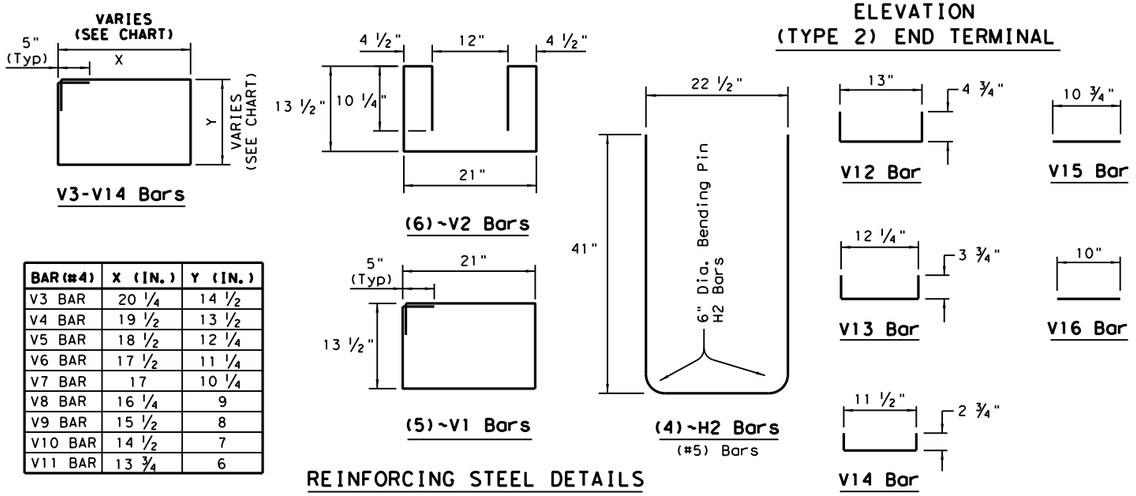


PLAN
(TYPE 2) END TERMINAL



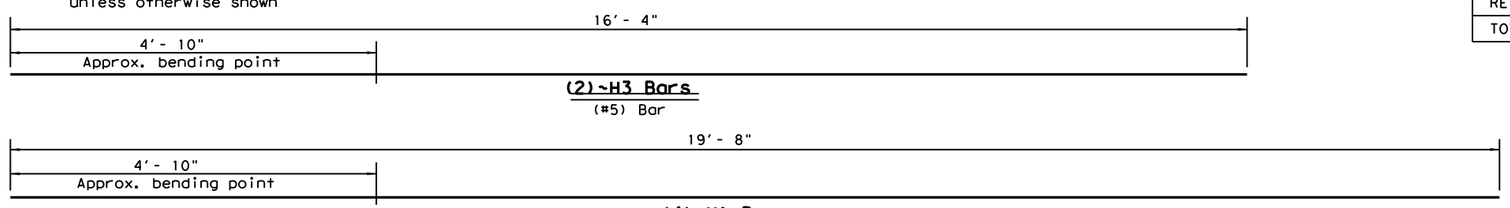
ELEVATION
(TYPE 2) END TERMINAL

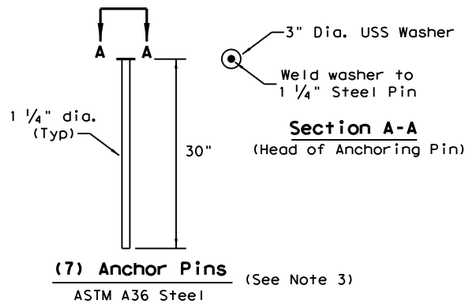
Note:
Anchoring pipes not shown in Elevation View

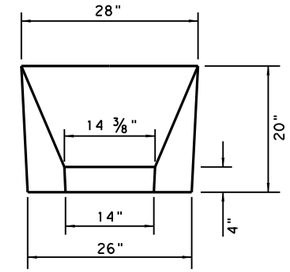


BAR (#4)	X (IN.)	Y (IN.)
V3 BAR	20 ¼	14 ½
V4 BAR	19 ½	13 ½
V5 BAR	18 ½	12 ¼
V6 BAR	17 ½	11 ¼
V7 BAR	17	10 ¼
V8 BAR	16 ¼	9
V9 BAR	15 ½	8
V10 BAR	14 ½	7
V11 BAR	13 ¾	6

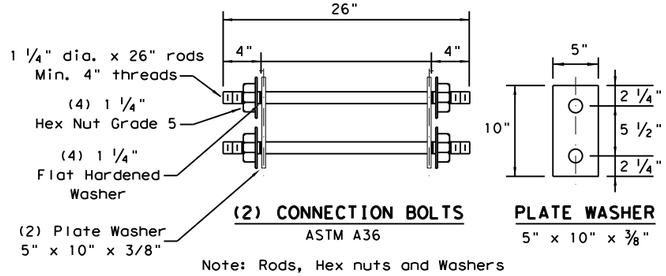
REINFORCING STEEL DETAILS
TYPE 2 - END TERMINAL







APPROACH VIEW



Note: Rods, Hex nuts and Washers shall be Galvanized.

TYPE 2 - NOTES

1. Welded wire reinforcment (WWR) is "not" an option for Type 2 Barrier.
2. Type 2 Barrier shall be used as an end treatment for the Type 1 barrier segments, when applicable.
3. The end treatment can be used without the anchor pins in locations that can accommodate approximately 4 ft. of lateral displacement of the end treatment. The use of non-pinned end treatment does not affect the performance or the deflection of the Low-Profile barrier system.
4. The anchor pins are all the same length and are to be driven flush with the top of the (Type 2) barrier surface.
5. The bends in the H3 and H1 bars are slight, no formal bend is necessary.
6. The Type 2 barrier segment must be lifted from the rear first, to prevent cracking of sloped section.
7. See LPCB sheet 1 for additional information.

FOR CONTRACTORS INFORMATION ONLY

(TYPE 2) APPROX. QUANTITIES 20 FT. SECTION		
CONCRETE	CY	1.65
REINFORCING STEEL	LBS	240
TOTAL BARRIER WT.	LBS	7000

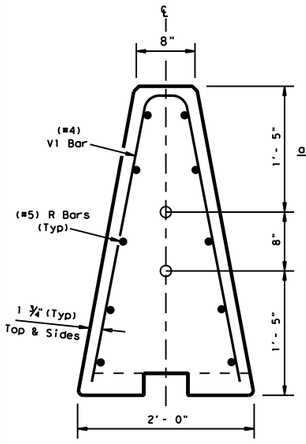
Texas Department of Transportation — Design Division Standard

LOW PROFILE CONCRETE BARRIER
PRECAST BARRIER (TYPE 2)
LPCB-13

FILE: lpcb13.dgn	DN: TxDOT	CK: AM	DW: VP	CK:
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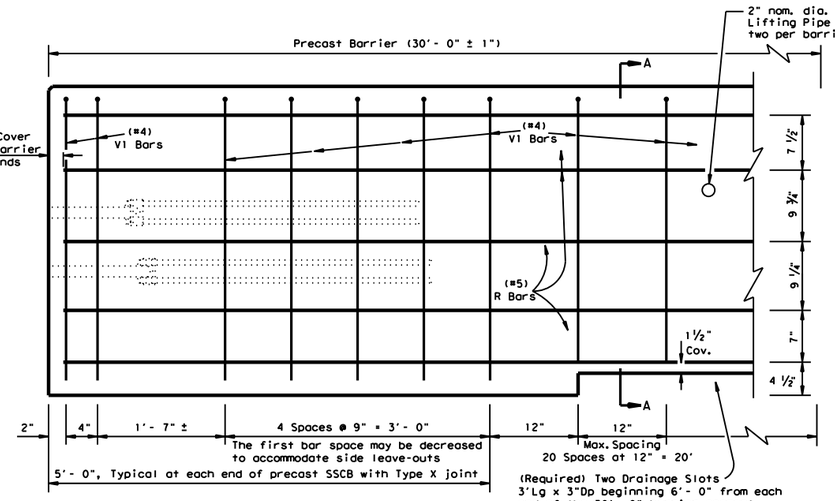
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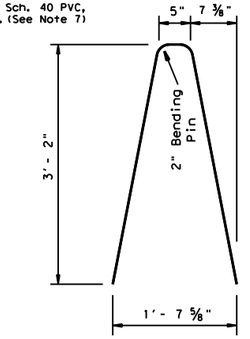
End View
Precast Barrier

Pipe locations for Joint Type X connection



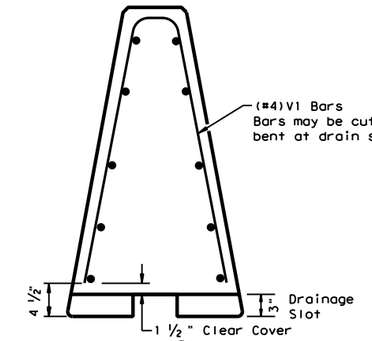
Reinforcement for Precast (SSCB)
Single Slope Concrete Barrier (Type 1)

Showing reinforcement for Joint Connection (Type X)



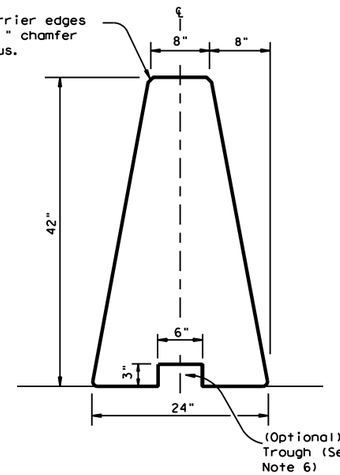
V1 Bar
#4 Rebar

Note:
V1 Bars above the drainage slots may bent to accomadate 1 ½" clear cover as directed by the Engineer.



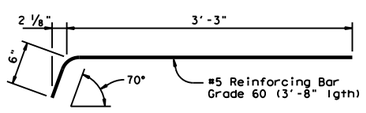
Section A-A
Steel Placement at (Required) Drainage Slots

All precast barrier edges shall have a ¾" chamfer or tooled radius.



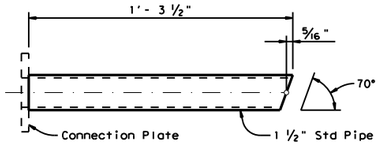
Single Slope Concrete Traffic Barrier

Precast SSCB barrier may be connected to cast-in-place SSBC. The joint connection "Types" may be used in the cast-in-place barrier, to match the precast barrier connection.



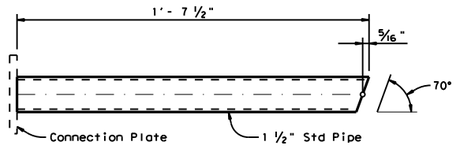
DEFORMED BAR ANCHOR DETAILS

Two (2) Bars required per assembly.
Eight (8) required per Joint.



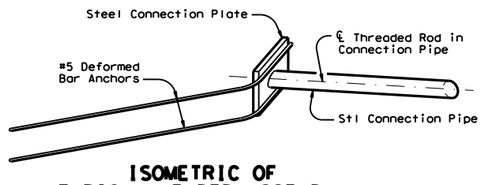
UPPER CONNECTION PIPE DETAILS

One (1) Steel Pipe required per Upper Assembly.
Two (2) required per Joint.



LOWER CONNECTION PIPE DETAILS

One (1) Steel Pipe required per Lower Assembly.
Two (2) required per Joint.

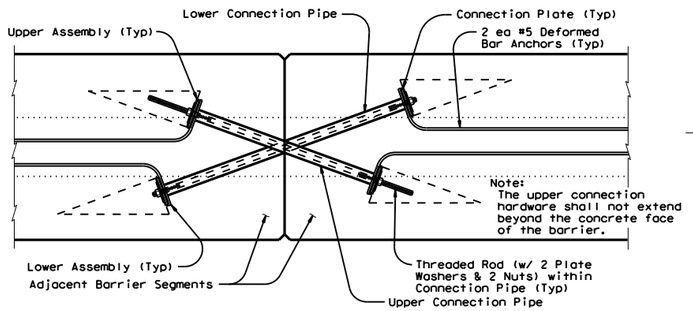


ISOMETRIC OF TYPICAL WELDED ASSEMBLY

Four (4) [2 Upper & 2 Lower] Assemblies required per Joint.

General Notes

1. Concrete shall be Class H with a minimum compressive strength of 3,600 psi.
2. Where used, rebar reinforcement shall be Grade 60 and conform to ASTM A615.
3. Precast barrier length shall be 30 ft. unless otherwise specified on the plans.
4. All precast barrier edges shall have a ¾" chamfer or a tooled radius.
5. All concrete, reinforcement, joint connection systems, grout etc. as shown, are considered as part of the barrier payment.
6. Conduit trough when required shall be shown elsewhere on the plans, or as directed by the Engineer.
7. Regardless of the method of handling, barrier lifting points shall be approx. 7.5 feet from the ends of the barrier. Lifting devices and attachments to barrier sections shall be approved by the Engineer.
8. Surface finishing and grouting (where required) shall be two parts sand one part cement with enough water to make the mixture plastic. Grouting shall be done in a manner that will assure a smooth surface. Surface finishing shall be considered subsidiary to the various bid items.
9. All steel assemblies shall be galvanized after fabrication in accordance with Item 445, "Galvanizing."



TYPE X JOINT INSTALLATION DETAIL

Barrier reinforcing and Type X Joint Leave-Out dimensions not shown for clarity.

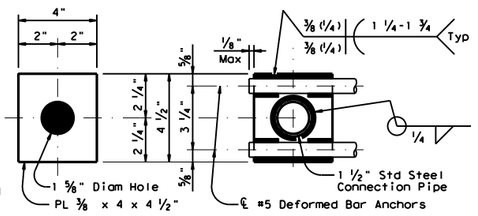
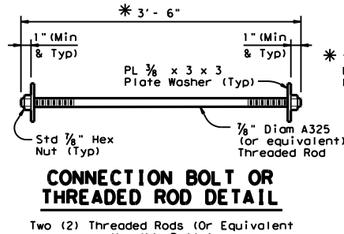


PLATE DIMENSIONS **WELDING DETAILS**

CONNECTION PLATE DETAILS

One (1) Plate required per assembly.
Four (4) required per Joint. All steel fittings for joint Type X shall be galvanized after fabrication in accordance with Item 445.

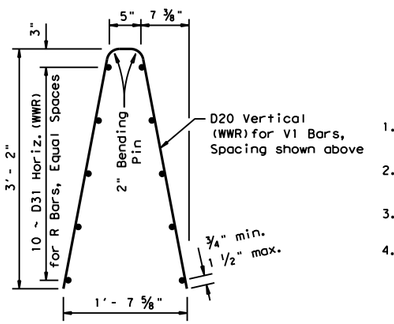


* The connection hardware shall not extend beyond the concrete face of the barrier. Hex head bolts may be provided. The proper length of all hardware should be verified.

CONNECTION BOLT OR THREADED ROD DETAIL

Two (2) Threaded Rods (Or Equivalent Hex Hd. Bolts)
(w/ Two (2) PL ⅜ x 3 x 3 Plate Washers & Two (2) Std Hex Nuts)
required per Joint.

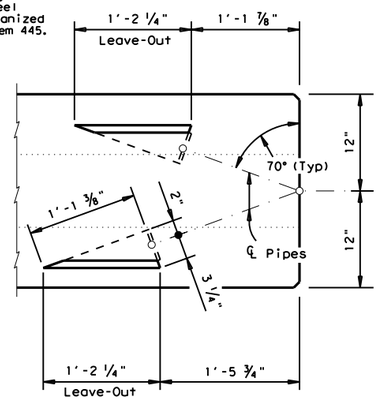
Weight of one precast 30 ft. (SSCB) segment = Approx. 10.5 Tons or 717 lbs per ft.



Welded Wire Reinforcement (WWR) Option for Bars R and V1

(WWR) General Notes

1. Deformed Welded Wire Reinforcement (WWR) shall conform to ASTM A497.
2. Welded wire cage may be cut or bent to accommodate the Type X joint connection and drainage slots, as directed by the Engineer.
3. All reinforcement shall comply with Item 440, "Reinforcing Steel."
4. Combinations of reinforcing steel and WWR will be permitted, as directed by the Engineer. The dimension from the end of the barrier section to the first wire shall not exceed 3".



BARRIER PLAN AT JOINT

SHEET 1 OF 2

Texas Department of Transportation | Design Division Standard

SINGLE SLOPE CONCRETE BARRIER

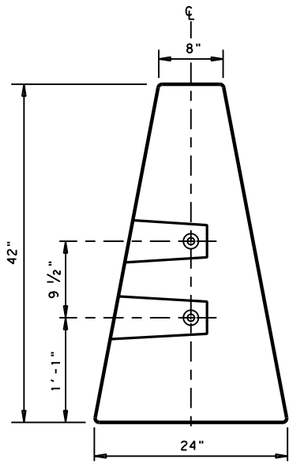
PRECAST BARRIER (TYPE 1)

SSCB(2)-10

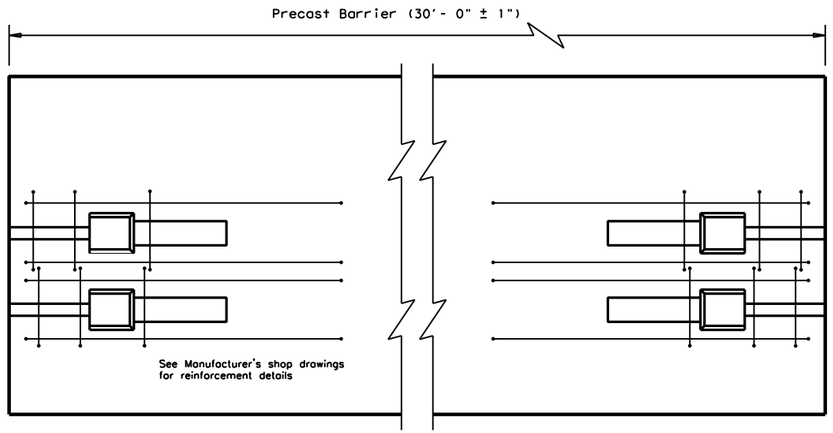
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©TxDOT December 2010	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				64 of 66

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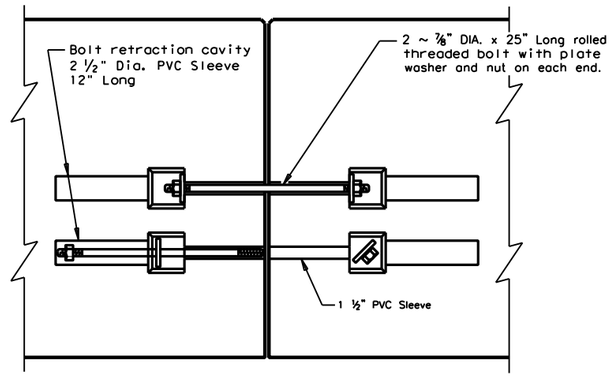
DATE:
FILE:



END VIEW
"QUICK-BOLT" POCKET LOCATIONS

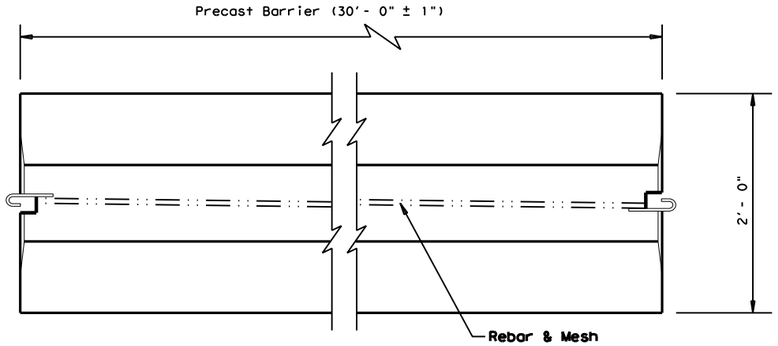


ELEVATION VIEW
"QUICK-BOLT" (SSCB)
See Manufacturer's shop drawing for additional details

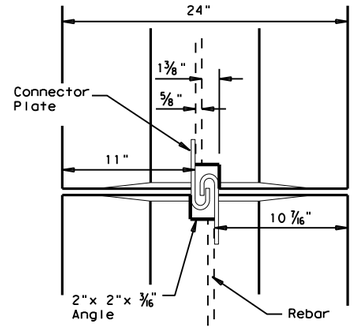


ELEVATION VIEW SHOWING JOINT CONNECTION
"QUICK-BOLT"

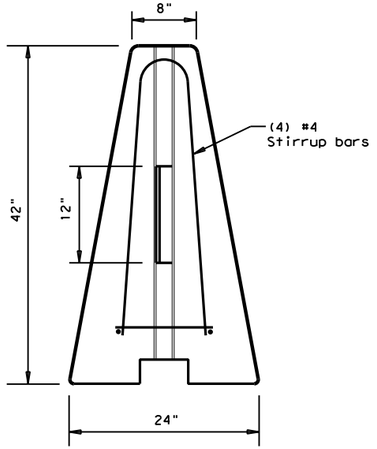
Joint Connection (Type Q)



TOP VIEW
PRECAST (SSCB) WITH J-J HOOKS
See Manufacturer's shop drawing for additional details



VIEW FROM ABOVE
J-J HOOK CONNECTION



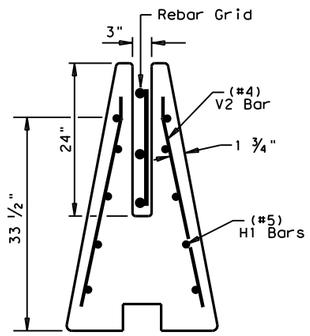
END VIEW

Proprietary Joint Connections (SSCB)

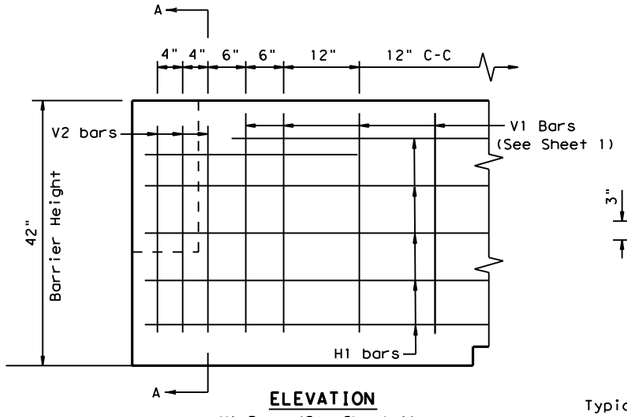
Two proprietary joint connections are acceptable as alternates to the (Type X) connection shown, here on. These joint connections types are:

J-J Hooks by Easi-Set Industries, (800)547-4045
Quick-Bolt by Bexar Concrete, (210)497-3773

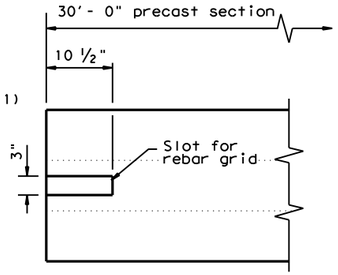
If one of these connection systems are exclusively specified in the plans, prior approval for sole source use must be obtained. Details of the connection components and barrier reinforcement for these systems, will be shown on the manufacturer's shop drawing(s) furnished to the Engineer.



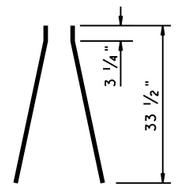
SECTION A-A
Showing (Type R) Rebar Grid



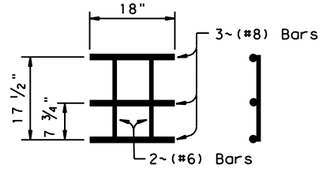
ELEVATION
V1 Bars (See Sheet 1)



TOP VIEW
JOINT CONNECTION
Typical at both ends of barrier segment



(#4) V2 BARS
6 ~ two piece bars per barrier segment



WELDED REBAR GRID

Joint Connection (Type R)

SHEET 2 OF 2

Texas Department of Transportation | Design Division Standard

SINGLE SLOPE CONCRETE BARRIER

PRECAST BARRIER
(TYPE 1)

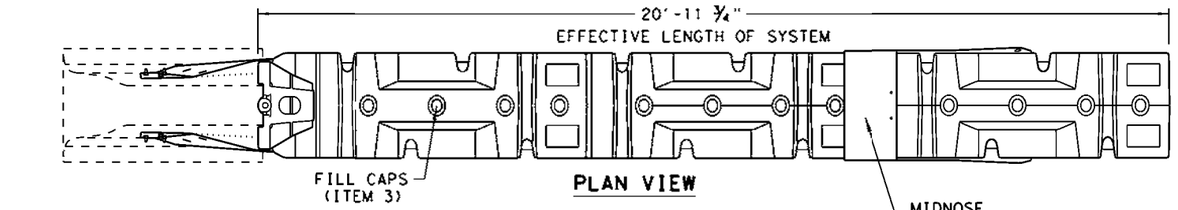
SSCB(2)-10

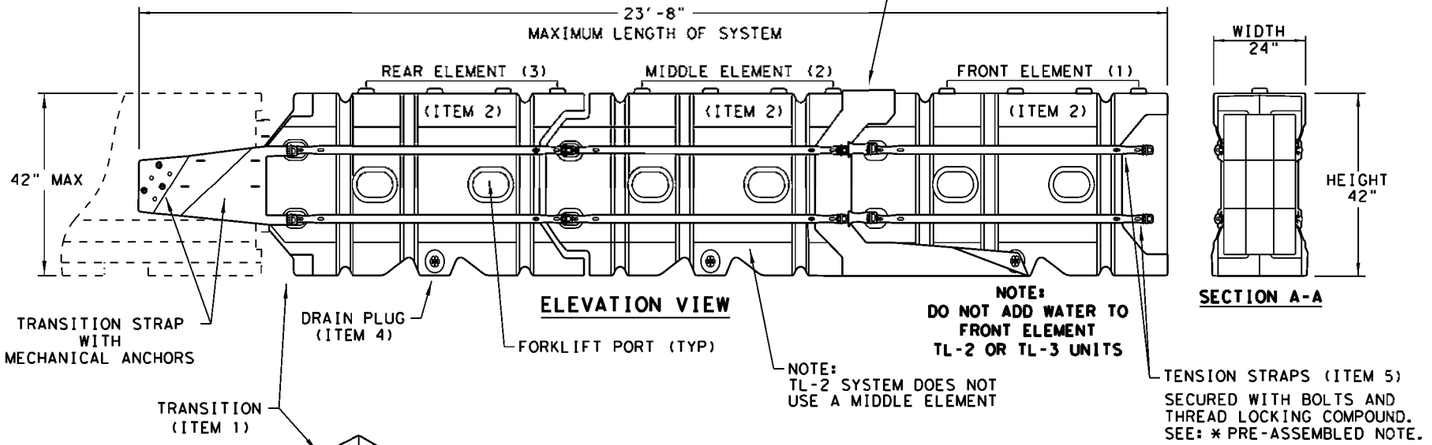
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©TxDOT December 2010	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				65 of 66

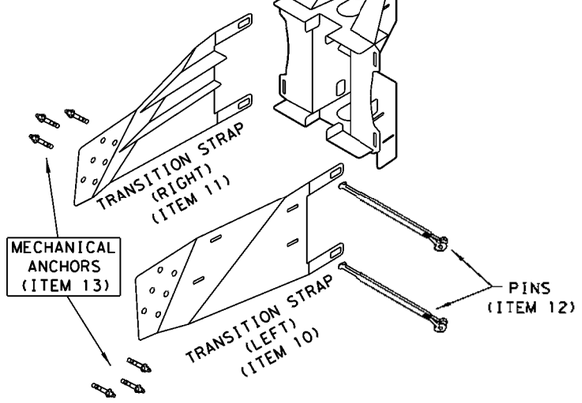
DISCLAIMER:
THE USE OF THIS STANDARD IS GOVERNED BY THE "TEXAS ENGINEERING PRACTICE ACT". NO WARRANTY OF ANY KIND IS MADE BY TXDOT FOR ANY PURPOSE WHATSOEVER. TXDOT ASSUMES NO RESPONSIBILITY FOR THE CONVERSION OF THIS STANDARD TO OTHER FORMATS OR FOR INCORRECT RESULTS OR DAMAGES RESULTING FROM ITS USE.

DATE:
FILE:

SYSTEM SHOWN - ABSORB-M TL-3







THE ABSORB-M IS A NON-REDIRECTIVE, GATING, CRASH CUSHION DESIGNED TO MEET THE LATEST TL-3 & TL-2 MASH REQUIREMENTS.

THE SYSTEM IS DESIGNED TO ACCOMMODATE A VARIETY OF F-SHAPE AND SINGLE SLOPE CONCRETE BARRIERS. CONTACT THE MANUFACTURER FOR GUIDANCE REGARDING OTHER ALLOWABLE SHAPES.

TEST LEVEL	NUMBER OF ELEMENTS	EFFECTIVE LENGTH	MAXIMUM LENGTH
TL-2	2	14'- 7 ¾"	17'- 4"
TL-3	3	20'- 11 ¾"	23'- 8"

NOTE:
CROSS SLOPES OF UP TO 8% (OR 1:12 SLOPE) CAN BE ACCOMMODATED WITH STANDARD HARDWARE SHOWN WITHIN THE INSTRUCTIONS MANUAL. FOR SLOPES WITH EXCESS OF 8% (OR 1:12) CONTACT, LINDSAY TRANSPORTATION SOLUTIONS.

GENERAL NOTES

1. FOR SPECIFIC INFORMATION REGARDING THE INSTALLATION AND TECHNICAL GUIDANCE, CONTACT: LINDSAY TRANSPORTATION SOLUTIONS (LTS) - BARRIER SYSTEMS, INC. AT (707) 374-6800. 180 RIVER ROAD, RIO VISTA, CA 94571
2. THE ABSORB-M SYSTEM IS ONLY APPROVED FOR USE IN (TEMPORARY WORK ZONE) LOCATIONS.
3. THE ABSORB-M IS A WATER FILLED NON-REDIRECTIVE, GATING CRASH CUSHION THAT DOES NOT NEED TO BE ATTACHED TO A FOUNDATION AND CAN BE INSTALLED ON TOP OF CONCRETE, ASPHALT, OR ANY SURFACE CAPABLE OF BEARING THE WEIGHT OF THE SYSTEM.
4. MAXIMUM PERMISSIBLE CROSS-SLOPE IS 8%.
5. THE INSTALLATION AREA SHOULD BE FREE FROM CURBS, ELEVATED OBJECTS, OR DEPRESSIONS.
6. THE ABSORB-M SHOULD BE LOCATED APPROXIMATELY PARALLEL WITH THE BARRIER.
7. THE USE OF THE ABSORB-M IS RESTRICTED TO A BARRIER HEIGHT OF UP TO 42 INCHES.
8. DO NOT ADD WATER TO FRONT ELEMENT (TL-2 OR TL-3 UNIT).

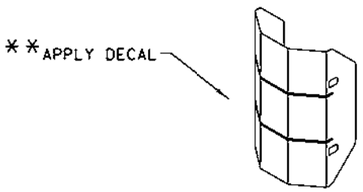
BILL OF MATERIALS (BOM) ABSORB-M TL-3 & TL-2 SYSTEMS			QTY	QTY
ITEM #	PART NUMBER	PART DESCRIPTION	TL-2 SYSTEM	TL-3 SYSTEM
1	BSI-1809036-00	TRANSITION-(GALV)	1	1
* 2	BSI-1808002-00	PRE-ASSEMBLED ABSORBING (ELEMENTS)	2	3
* 3	BSI-4004598	FILL CAPS	8	12
* 4	BSI-4004599	DRAIN PLUGS	2	3
* 5	BSI-1809053-00	TENSION STRAP-(GALV)	8	12
* 6	BSI-2001998	C-SCR FH 3/8-16 X 1 1/2 GR5 PLT	8	12
* 7	BSI-2001999	C-SCR FH 3/8-16 X 1 GR5 PLT	8	12
8	BSI-1809035-00	MIDNOSE-(GALV)	1	1
9	BSI-1808014-00	NOSE PLATE	1	1
10	BSI-1809037-00	TRANSITION STRAP (LEFT-HAND)-(GALV)	1	1
11	BSI-1809038-00	TRANSITION STRAP (RIGHT-HAND)-(GALV)	1	1
12	BSI-1808005-00	PIN ASSEMBLY	8	10
13	BSI-2002001	ANC MECH 5/8-11X5 (GALV)	6	6
14	ABSORB-M	INSTALLATION AND INSTRUCTIONS MANUAL	1	1

*COMPONENTS PRE-ASSEMBLED WITH ELEMENT ASSEMBLY

DELINEATION DECAL PLACEMENT GUIDE



TRAFFIC FLOW LEFT-SIDE BARRIER | TRAFFIC FLOW BOTH-SIDE BARRIER | TRAFFIC FLOW RIGHT-SIDE BARRIER



NOSE PLATE

** NOTE: (PROVIDED BY OTHERS) ENGINEER OR CONTRACTOR SHALL COORDINATE WITH THE MANUFACTURER FOR THE CORRECT DECAL PER TRAFFIC FLOW, LEFT, RIGHT OR BOTH-SIDES.

NOTE:
APPLY A HIGH REFLECTIVE DECAL TO THE NOSE PLATE. DELINEATION DECAL ORIENTATION IS SHOWN ON THE CONSTRUCTION PLAN SET AND SHALL BE IN ACCORDANCE WITH THE TEXAS MUTCD FOR (TRAFFIC CONTROL DEVICES). DECALs ARE AVAILABLE FOR TRAFFIC FLOW ON THE LEFT-SIDE, BOTH -SIDES AND RIGHT-SIDE.

NOTE:
THIS STANDARD IS A BASIC REPRESENTATION OF THE ABSORB-M, IT IS NOT INTENDED TO REPLACE THE INSTALLATION INSTRUCTIONS MANUAL.

SACRIFICIAL

Texas Department of Transportation — Design Division Standard

LINDSAY TRANSPORTATION SOLUTIONS
CRASH CUSHION
(MASH TL-3 & TL-2)
TEMPORARY - WORK ZONE
ABSORB(M)-19

FILE: absorbm19	DN: TxDOT	CK: KM	DW: VP	CK:
© TxDOT: JULY 2019	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
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Commissioners Court - Regular Session **24.**

Meeting Date: 06/14/2022

T2232 Hairy Man Rd Brushy Creek Rd Change Order #4 (Correction)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $36.00 for Project T2232 Hairy Man Rd Brushy Creek Rd (DeNucci Constructors, LLC). This Change Order was previously approved during Commissioners Court on June 7, 2022 (Agenda Item #41) but the Change Order amount was incorrectly listed as $0 in the agenda item. This new agenda item and action provides the correct Change Order amount of $36.00. Precinct 4, Funding Source: Road Bond P284.

Background

This agenda item only corrects the agenda language included in the June 7th agenda. There are no revisions to the Change Order itself, which is summarized below.

This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a net increase of $36.00 to the Contract amount, for an adjusted Contract total of $3,526,929.95. The original Contract amount was $3,964,380.00. As a result of this and all Change Orders to-date, $437,450.05 has been deducted from the Contract, resulting in a 11.00% net decrease in the overall Contract cost. No time will be added to the Contract for this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T2232-HairyManBrushyCreek-CO#4(Correction)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/09/2022 10:55 AM
Form Started By: Julissa Vasquez		Started On: 06/08/2022 04:41 PM
Final Approval Date: 06/09/2022		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 4

Project:	***Hairy Man/Brushy***
Roadway:	***Rdwy Improvements***
CSJ Number:	***T2232***

1. CONTRACTOR: **DeNucci Constructors**

2. Change Order Work Limits: Sta. **168+25.00** to Sta. **296+28.26**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

2E: Differing Site Conditions (unforeseeable). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. The amount entered on the cover page of Change Order #1 was $6,004 and it should haved been $6,040. The contractor has been paid correctly.

6. Work to be performed in accordance with Items: **See Attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 5-27-2022

By R. DeNucci

Typed/Printed Name Ryan DeNucci

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$36.00**

RECOMMENDED FOR EXECUTION:

Project Manager — 5/27/2022 — Date

N/A

Design Engineer — Date

Program Manager — 5/27/2022 — Date

Design Engineer's Seal:

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge — Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *4* ***Project #*** *Man/Brushy Creek*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
0552-2603	Wire Fence (TY C)	LF	$10.00	600.40	$6,004.00	3.60	604.00	$6,040.00	$36.00
TOTALS					$6,004.00			$6,040.00	$36.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Hairy Man Road/Brushy Creek Road Improvements
Williamson County Project No. T2232

Change Order No. 4

Reason for Change

This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. The amount entered on the cover page of Change Order 1 was $6,004 and it should have been $6,040. The contractor has been paid correctly.

This Change Order results in a net increase of $36.00 to the Contract amount, for an adjusted Contract total of $3,526,929.95. The original Contract amount was $3,964,380.00. As a result of this and all Change Orders to-date, $437,450.05 has been deducted from the Contract, resulting in a 11.00% net decrease in the overall Contract cost. No time will be added to the Contract for this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: DeNucci Constructors

2. Change Order Work Limits: Sta. 174+90 to Sta. 180+90

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 4B (3 Max. - In order of importance - Primary first)

Project:	*Hairy Man/Brushy Creek*
Roadway:	*Rdwy Improvements*
CSJ Number:	*T2232*

5. Describe the work being revised:

4B.: Third Party Accommodation. Third party requested work. This Change Order adds an item to pay for installation of barbed wire fence at Olson Meadows Park. This fence replaces an existing fence that was removed to complete the roadway widening. Fern Bluff MUD requested that the fencing be replaced to prevent parking on the slope.

6. Work to be performed in accordance with Items: **See Attached**

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 7/8/21

By Paul T. DeNucci

Typed/Printed Name PAUL T. DeNUCCI

Typed/Printed Title PRES

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: $6,004.00

Change Order amount entered correctly in Table B and pay app. Incorrect amount entered here, should have been $6040.

RECOMMENDED FOR EXECUTION:

7/8/21
Project Manager Date

N/A
Design Engineer Date

7/8/2021
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

Bill Gravell (Jul 20, 2021 16:09 CDT) Jul 20, 2021
County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Project # Hairy Man/Brushy Creek

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
0552-6003	WIRE FENCE (TY C)	LF	$10.00	0.00	$0.00	604.00	604.00	$6,040.00	$6,040.00
TOTALS					$0.00			$6,040.00	$6,040.00

Commissioners Court - Regular Session **25.**

Meeting Date: 06/14/2022

Approval of PSA for RFQ #21RFSQ14 RFQ Design Engineering Services for Small Drainage and Small Roadway Projects

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on executing the Professional Service Agreement (PSA) for RFQ #21RFSQ14 Design Engineering Services for Small Drainage and Small Roadway Projects for Williamson County and Road and Bridge Division with the recommended firm: Alliance Transportation Group, Inc., on an on-call basis.

Background

On May 03, 2022, the Commissioners' Court of Williamson County voted to award RFQ 21RFSQ14 with agenda item no.36. The subsequent PSA agreement documents were approved by the Commissioner's Court on May 31, 2022. The Alliance Transportation Group, Inc. PSA agreement was not included in that grouping on May 31, 2022 and should have been. This item allows us to capture the signed agreement. This Professional Service Agreement (PSA) will be valid for 5 years with yearly review for possible addition or removal of firms. The PSAs are on an on-call basis, totaling $1,500,000.00. Funding source for FY2022: 01.0200.0210.004100. Kon Kwon is the Point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2022 11:54 AM
County Judge Exec Asst.	Becky Pruitt	06/09/2022 11:55 AM
Form Started By: Kerstin Hancock		Started On: 06/09/2022 09:36 AM
Final Approval Date: 06/09/2022		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Alliance Transportation Group, Inc.** **("Engineer")**
ADDRESS: **11701 Stonehollow Dr., Suite 100, Austin, TX 78758**
PROJECT: On Call Design Engineering Services for Small Drainage and Small Roadway Projects **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, 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

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

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

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

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

ARTICLE 3
ENGINEERING SERVICES

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

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

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

ARTICLE 4
CONTRACT TERM

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

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

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

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

ARTICLE 5
COMPENSATION AND EXPENSES

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

The maximum amount payable under this Contract, without modification, is One Million Five Hundred Thousand and No/100 **Dollars ($1,500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

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

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

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

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

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

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

Payments shall be made by County based upon Engineering Services actually provided and performed.[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 Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

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

[a] *See also,* Art. 32(P) "Termination of Work Authorization".

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

ARTICLE 7
PROMPT PAYMENT POLICY

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

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

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

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

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

D. The invoice is not submitted to Williamson County[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 Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

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

[b] *See* Art. 6, *supra*.

ARTICLE 9
PROJECT TEAM

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

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

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

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

Mike Heath, P.E., President
Alliance Transportation Group, Inc.
11701 Stonehollow Drive, Suite 100
Austin, TX 78758

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

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

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

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

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

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

ARTICLE 11
SUSPENSION

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

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

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

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

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

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

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

ARTICLE 14
CONTRACT AMENDMENTS

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

ARTICLE 15
USE OF DOCUMENTS

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

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

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

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

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

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

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

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

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

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

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

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

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

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer’s negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

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

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

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

ARTICLE 21
COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

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

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

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

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

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER'S SEAL

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

ARTICLE 25
INSURANCE

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

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

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

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

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

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

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

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

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

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

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

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

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

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

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

ARTICLE 26
COPYRIGHTS

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

ARTICLE 27
SUCCESSORS AND ASSIGNS

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

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 31
NOTICES

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

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

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

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

Engineer: Mike Heath, P.E., President
Alliance Transportation Group, Inc.
11701 Stonehollow Dr., Suite 100
Austin, TX 78758

ARTICLE 32
GENERAL PROVISIONS

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

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

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

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

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

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

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

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

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

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

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

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

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

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

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

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

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

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

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

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;

2. cancellation, termination or suspension of the Contract, in whole or in part.

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

SIGNATORY WARRANTY

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

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

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

Alliance Transportation Group, Inc.

By _____

Printed Name: Mike Heath

Title: President

Date: May 06, 2022

SUBSCRIBED and sworn to before me the undersigned authority by Mike Heath _____ the President of **ENGINEER**, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

ASHLEY LAMANNA
Notary Public, State of Texas
Comm. Expires 06-03-2024
Notary ID 132504841

My commission expires: 06-03-2024

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

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

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

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

Alliance Transportation Group, Inc.
Name of Firm



Signature of Certifying Official

Mike Heath
Printed Name of Certifying Official

President
Title of Certifying Official

May 06, 2022
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 Mike Heath _____ the 6th _____ of May _____, on behalf of said firm.



Notary Public in and for the
State of Texas

My commission expires: 06-03-2024

EXHIBIT B

ENGINEERING SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

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

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

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

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

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

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

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

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

EXECUTED this ____ day of __May_____, 20_22__.

ENGINEER:	COUNTY:
[Alliance Transportation Group, Inc.]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Alliance Transportation Group

Labor Classification	Labor Rate
Project Principal	$ 305.00
Senior Project Manager	$ 285.00
Project Manager	$ 257.00
Senior Engineer	$ 245.00
Project Engineer	$ 200.00
Traffic Engineer	$ 175.00
Design Engineer	$ 155.00
Engineer-in-Training	$ 127.00
Senior Engineering Technician	$ 153.00
Engineering Technician	$ 111.00
Jr Engineering Technician	$ 67.00
Project Administrator	$ 127.00
Clerical	$ 89.00
Planner I/II	$ 111.00
Planner III	$ 175.00
Travel Demand Modeler I/II	$ 143.00
Travel Demand Modeler III	$ 191.00
Sr Travel Demand Modeler/Planner	$ 223.00

Halff Associates, Inc.

Labor Classification	Labor Rate
Principal-in-Charge	$ 375.00
Project Manager	$ 268.00
Deputy Project Manager	$ 251.00
Quality Manager	$ 246.00
Senior Engineer	$ 235.00
Project Engineer	$ 193.00
Design Engineer	$ 155.00
Engineer-In-Training	$ 126.00
Senior Engineer Tech	$ 139.00
Engineer Tech	$ 107.00
Senior CADD Operator	$ 123.00
CADD Operator	$ 96.00

Garver

Labor Classification	Labor Rate
Engineers / Architects: E-1	$ 114.00
Engineers / Architects: E-2	$ 132.00
Engineers / Architects: E-3	$ 160.00
Engineers / Architects: E-4	$ 187.00
Engineers / Architects: E-5	$ 228.00
Engineers / Architects: E-6	$ 280.00
Engineers / Architects: E-7	$ 373.00
Planners / Environmental Specialist: P-1	$ 137.00
Planners / Environmental Specialist: P-2	$ 172.00
Planners / Environmental Specialist: P-3	$ 209.00
Planners / Environmental Specialist: P-4	$ 239.00
Planners / Environmental Specialist: P-5	$ 273.00
Planners / Environmental Specialist: P-6	$ 316.00
Planners / Environmental Specialist: P-7	$ 390.00
Designers: D-1	$ 106.00
Designers: D-2	$ 124.00
Designers: D-3	$ 148.00
Designers: D-4	$ 172.00
Technicians: T-1	$ 83.00
Technicians: T-2	$ 105.00
Technicians: T-3	$ 128.00
Surveyors: S-1	$ 51.00
Surveyors: S-2	$ 68.00
Surveyors: S-3	$ 91.00
Surveyors: S-4	$ 130.00
Surveyors: S-5	$ 172.00
Surveyors: S-6	$ 196.00
2-Man Crew (Survey)	$ 208.00
3-Man Crew (Survey)	$ 259.00
2-Man Crew (GPS Survey)	$ 228.00
3-Man Crew (GPS Survey)	$ 279.00
Construction Observation: C-1	$ 100.00
Construction Observation: C-2	$ 129.00
Construction Observation: C-3	$ 158.00
Construction Observation: C-4	$ 194.00
Construction Observation: C-5	$ 232.00
Management/Administration: M-1	$ 381.00
Management/Administration: X-1	$ 65.00
Management/Administration: X-2	$ 89.00
Management/Administration: X-3	$ 123.00
Management/Administration: X-4	$ 157.00
Management/Administration: X-5	$ 193.00
Management/Administration: X-6	$ 238.00
Management/Administration: X-7	$ 287.00

Management/Administration: X-8	$	359.00
Management/Administration: X-9	$	433.00

Direct Expenses

Description	Unit	Cost/Unit
Mileage	mile	Current IRS Rate
Standard Postage	letter	Current Postal Rate
Certified Letter Return Receipt	each	Current Postal Rate
Overnight Mail - letter size	each	Current Postal Rate
Overnight Mail - oversized box	each	$100.00
Courier Services	each	$45.00
Photocopies B/W (11" X 17")	each	$0.25
Photocopies B/W (8 1/2" X 11")	each	$0.15
Photocopies Color (11" X 17")	each	$1.25
Photocopies Color (8 1/2" X 11")	each	$1.00
Plots (B/W on Bond)	square foot	$1.00
Plots (Color on Bond)	square foot	$1.75
CDs	Each	$2.00
4" X 6" Digital Color Print	picture	$0.50
Brochure Printing	each	$3.00
Report Printing	each	$80.00
Flyer Printing (various sizes BW or color)	each	$1.00
Postcard Printing	each	$0.75
Digital Ortho Plotting	sheet	$3.00
Color Graphics on Foam Board	square foot	$20.00
Presentation Boards 30" X 40" Color Mounted	each	$100.00
Presentation Boards 48" X 60" Color Mounted	each	$175.00
Audio - Equipment Rental	each	At cost
Audio-Visual Equipment Rental	event	At cost

Direct Non-Labor Expenses	Unit	Rate	
Mileage	Mile	at cost	
Lodging/Hotel	day/person	at cost	
Lodging/Hotel - Taxes and Fees	day/person	at cost	
Meals	day/person	at cost	
Rental Car	day	at cost	
Rental Car Fuel	gallon	at cost	
Air Travel	Rd Trip/person	at cost	
Certified Letter Return Receipt	each	$7.38	Current Postage Rate
Standard Postage Letter	each	$0.58	Current Postage Rate
Overnight Mail - letter size	each	$26.35	
Overnight Mail - oversized box	each	$30.00	
Courier Services	each	$75.00	
Photocopies B/W (8 1/2" X 11")	each	$0.15	
Photocopies B/W (11" X 17")	each	$0.20	
Photocopies Color (8 1/2" X 11")	each	$0.75	
Photocopies Color (11" X 17") Color	each	$1.75	
Graphics on Foam Board	square foot	$25.00	
Presentation Boards 30" X 40" Color/Mounted	each	$110.00	
Plots (B/W on Bond)	sq square foot	$6.00	
Plots (Color on Bond)	square foot	$8.00	
Plots (Color on Photo Paper)	square foot	$5.00	
Outside Printing - Reports	each	$50.00	
Report Binding	each	$5.00	
Reproduction of CD/DVD	each	$3.00	
CDs	each	$0.50	
Environmental Database Seach	each	$500.00	
GPS Rental	hour	$35.00	
Historical Aerial Images	unit	$300.00	

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

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

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

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

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

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Commissioners Court - Regular Session **26.**

Meeting Date: 06/14/2022

Award of IFB #22IFB108 Chandler Creek Subdivision Roadway and Drainage Improvements with Chasco Contractors for Road and Bridge

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on rejecting the lowest bid received for IFB #22IFB108 Chandler Creek Subdivision Roadway and Drainage Improvements and awarding to the next lowest bidder, Chasco Contractors, in the amount of $729,929.00. Funding Source P488.

Background

Williamson County received six (6) bids for IFB #22IFB108 Chandler Creek Subdivision Roadway and Drainage Improvements. The apparent lowest bid for this solicitation is Green Dream International, LLC. The subject solicitation requires the bidders to submit a list of projects where similar services of like scope have been performed. The projects submitted by Green Dream International, LLC presented a reduced scope of work compared to the scope of work requested in the solicitation. Additionally, the Green Dream International, LLC was unable to perform on a materials contract awarded in November, 2021. That contract had to be terminated for non-performance. The next lowest bid, Chasco Contractors, was found to be responsive, mathematically correct, and materially balanced. In addition to meeting the bid qualifications, Chasco Contractors, has performed similar work for Williamson County as well as other agencies' projects and received positive references from those contacted. Based on the responsive bid of $729,929.00 and previous successful experiences with the bidder, it is recommended to the Williamson County Commissioners' Court that they award to Chasco Contractors the contract for Chandler Creek Subdivision Roadway and Drainage Improvements project. Department Point of Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation

Statement of Opening

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2022 10:48 AM
County Judge Exec Asst.	Becky Pruitt	06/09/2022 10:56 AM
Form Started By: Kerstin Hancock		Started On: 06/09/2022 10:05 AM
Final Approval Date: 06/09/2022		

June 6, 2022

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for 22IFB108 Chandler Creek Subdivision Roadway and Drainage Improvements

The apparent lowest bid for this solicitation is Green Dream International, LLC. Road & Bridge has two previous experiences with this vendor;

1. IFB #T4953 Limestone Rock Asphalt, September, 2021, the vendor submitted the lowest apparent bid, however, their bid did not meet specifications and a different vendor was selected.
2. IFB #21IFB19 Flex Base, November, 2021, was awarded to the vendor, however the vendor was unable to provide the material in conformance with the contract specifications. Therefore, the contract was terminated, effective March 4, 2022.

The subject solicitation requires the bidders to submit a list projects where similar services have been performed. The projects submitted by Green Dream International, LLC have a reduced scope of work compared to the scope of work contained in the solicitation.

The next lowest bid, Chasco Contractors, was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Green Dream International - $673,425.54
2. Chasco Contractors - $729,929.00
3. Gage and Cade Construction - $757,568.20
4. Smith Contracting - $891,622.50
5. Patin Construction - $951,845.00
6. Aaron Concrete Contractors - $1,057,347.00

In addition to meeting the bid qualifications, Chasco Contractors, has performed similar work on Williamson County as well as other agency's projects and received positive references from those contacted. Based on the responsive bid of $729,929.00 and previous successful experiences with the bidder, I recommend to the Williamson County Commissioners' Court that they award to Chasco Contractors the contract for Chandler Creek Subdivision Roadway and Drainage Improvements project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer
Williamson County, TX

22IFB108 Chandler Creek Subdivision Roadway & Drainage Improvements Submissions

Supplier	Date Submitted	Name	Amount
Green Dream Internationl	Jun 01, 2022 12:40 PM CDT	Antone Austin	$ 673,425.54
Patin Construction	Jun 01, 2022 2:24 PM CDT	Estimating Patin	$ 951,845.00
Chasco Constructors	Jun 01, 2022 2:18 PM CDT	Rick Risener	$ 729,929.00
Gage and Cade Construction	Jun 01, 2022 1:35 PM CDT	Jason Reeves	$ 757,568.20
Aaron Concrete Contractors, LP.	Jun 01, 2022 7:38 AM CDT	Dale Detten	$ 1,057,347.00
Smith Contracting	Jun 01, 2022 1:52 PM CDT	Hunter Smith	$ 891,622.50

Commissioners Court - Regular Session **27.**

Meeting Date: 06/14/2022

Award of IFB #22IFB105 Live Oak Ranch Subdivision Roadway and Drainage Improvements Phase 1 to Patin Construction for Road and Bridge Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on rejecting the lowest bid received for IFB #22IFB105 Live Oak Ranch Subdivision Roadway and Drainage Improvements Phase 1, and awarding to the next lowest bidder, Patin Construction, in the amount of $1,846,057.79. Funding Source P487.

Background

Williamson County received seven (7) bids for IFB #22IFB105 Live Oak Ranch Subdivision Roadway and Drainage Improvements Phase 1. The apparent lowest bid for this solicitation is Green Dream International, LLC. Road and Bridge. The subject solicitation requires the bidders to submit a list of projects where similar services have been performed. The projects submitted by Green Dream International, LLC presented a reduced scope of work compared to the scope of work requested in the solicitation. Additionally, the Green Dream International, LLC was unable to perform on a materials contract awarded in November, 2021. That contract had to be terminated for non-performance. The next lowest bid, Patin Construction, was found to be responsive, mathematically correct, and materially balanced. In addition to meeting the bid qualifications, Patin Construction has performed similar work for Williamson County as well as other agencies' projects and received positive references from those contacted. Based on the responsive bid of $1,846,057.00 and previous successful experiences with the bidder, it is recommended to the Williamson County Commissioners' Court that they award to Patin Construction the contract for Live Oak Ranch Subdivision Roadway and Drainage Improvements Phase 1 project. Department Point of Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation

Tabulation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2022 10:50 AM
County Judge Exec Asst.	Becky Pruitt	06/09/2022 10:56 AM
Form Started By: Kerstin Hancock		Started On: 06/09/2022 10:14 AM
Final Approval Date: 06/09/2022		

June 6, 2022

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for 22IFB105 Live Oak Ranch Sub Phase 1 Roadway and Drainage Improvements

The apparent lowest bid for this solicitation is Green Dream International, LLC. Road & Bridge has two previous experiences with this vendor;

1. IFB #T4953 Limestone Rock Asphalt, September, 2021, the vendor submitted the lowest apparent bid, however, their bid did not meet specifications and a different vendor was selected.
2. IFB #21IFB19 Flex Base, November, 2021, was awarded to the vendor, however the vendor was unable to provide the material in conformance with the contract specifications. Therefore, the contract was terminated, effective March 4, 2022.

The subject solicitation requires the bidders to submit a list projects where similar services have been performed. The projects submitted by Green Dream International, LLC have a reduced scope of work compared to the scope of work contained in the solicitation.

The next lowest bid, Patin Construction, was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

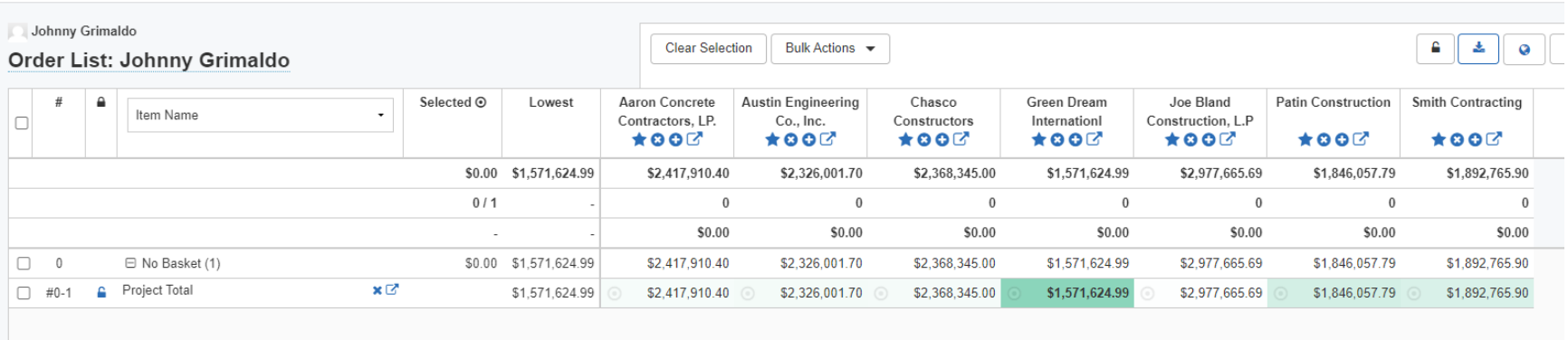
1. Green Dream International - $1,571,624.99
2. Patin Construction - $1,846,057.79
3. Smith Contracting - $1,892,765.90
4. Austin Engineering Co - $2,326,001.70
5. Chasco Contractors - $2,368,345.00
6. Aaron Concrete Contractors - $2,417,910.40
7. Joe Bland Construction - $2,977,665.69

In addition to meeting the bid qualifications, Patin Construction has performed similar work on Williamson County as well as other agency's projects and received positive references from those contacted. Based on the responsive bid of $1,846,057.79 and previous successful experiences with the bidder, I recommend to the Williamson County Commissioners' Court that they award to Patin Construction the contract for the Live Oak Ranch Sub Phase 1 Roadway and Drainage Improvements project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer
Williamson County, TX


Johnny Grimaldo
Order List: Johnny Grimaldo
Clear Selection
Bulk Actions
| Item Name | Selected | Lowest | Aaron Concrete Contractors, LP. | Austin Engineering Co., Inc. | Chasco Constructors | Green Dream Internationl | Joe Bland Construction, L.P | Patin Construction | Smith Contracting
$0.00 $1,571,624.99 $2,417,910.40 $2,326,001.70 $2,368,345.00 $1,571,624.99 $2,977,665.69 $1,846,057.79 $1,892,765.90
0 / 1 - 0 0 0 0 0 0 0
- - $0.00 $0.00 $0.00 $0.00 $0.00 $0.00 $0.00
0 No Basket (1) $0.00 $1,571,624.99 $2,417,910.40 $2,326,001.70 $2,368,345.00 $1,571,624.99 $2,977,665.69 $1,846,057.79 $1,892,765.90
#0-1 Project Total $1,571,624.99 $2,417,910.40 $2,326,001.70 $2,368,345.00 $1,571,624.99 $2,977,665.69 $1,846,057.79 $1,892,765.90

Commissioners Court - Regular Session **28.**

Meeting Date: 06/14/2022

Award of IFB #22IFB104 CR 137 Widening and Overlay to Smith Contracting for Road and Bridge Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on rejecting the lowest bid received for IFB #22IFB104 CR 137 Widening and Overlay and awarding to the next lowest bidder, Smith Contracting, in the amount of $1,698,586.60.

Background

Williamson County received six (6) bids for IFB #22IFB04 CR 137 Widening and Overlay, Smith Contracting. The apparent lowest bid for this solicitation is Green Dream International, LLC. Road and Bridge. The subject solicitation requires the bidders to submit a list of projects where similar services have been performed. The projects submitted by Green Dream International, LLC presented a reduced scope of work compared to the scope of work requested in the solicitation. Additionally, the Green Dream International, LLC was unable to perform on a materials contract awarded in November, 2021. That contract had to be terminated for non-performance. The next lowest bid, Smith Contracting, was found to be responsive, mathematically correct, and materially balanced. In addition to meeting the bid qualifications, Smith Contracting has performed similar work for Williamson County as well as other agencies' projects and received positive references from those contacted. Based on the responsive bid of $1,698,586.60 and previous successful experiences with the bidder, it is recommended to the Williamson County Commissioners' Court that they award to Smith Contracting the contract for the CR 137 Widening and Overlay project. Funding Source: 01.0200.0210.003599. Department Point of Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation

Statement of Opening

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2022 10:51 AM
County Judge Exec Asst.	Becky Pruitt	06/09/2022 10:57 AM
Form Started By: Kerstin Hancock		Started On: 06/09/2022 10:21 AM
Final Approval Date: 06/09/2022		

June 6, 2022

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for 22IFB104 CR 137 Widening and Overlay

The apparent lowest bid for this solicitation is Green Dream International, LLC. Road & Bridge has two previous experiences with this vendor;

1. IFB #T4953 Limestone Rock Asphalt, September, 2021, the vendor submitted the lowest apparent bid, however, their bid did not meet specifications and a different vendor was selected.
2. IFB #21IFB19 Flex Base, November, 2021, was awarded to the vendor, however the vendor was unable to provide the material in conformance with the contract specifications. Therefore, the contract was terminated, effective March 4, 2022.

The subject solicitation requires the bidders to submit a list projects where similar services have been performed. The projects submitted by Green Dream International, LLC have a reduced scope of work compared to the scope of work contained in the solicitation.

The next lowest bid, Smith Contracting, was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Green Dream International - $1,696,114.46
2. Smith Contracting - $1,698,586.60
3. Chasco Contractors - $1,758,078.00
4. Patin Construction - $1,758,496.00
5. Aaron Concrete Contractors - $1,935,340.45
6. Joe Bland Construction - $2,153,476.49

In addition to meeting the bid qualifications, Smith Contracting has performed similar work on Williamson County as well as other agency's projects and received positive references from those contacted. Based on the responsive bid of $1,698,586.60 and previous successful experiences with the bidder, I recommend to the Williamson County Commissioners' Court that they award to Smith Contracting the contract for the CR 137 Widening and Overlay project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer
Williamson County, TX

Submissions

Supplier	Date Submitted	Name	Project Total
Green Dream Internationl	May 17, 2022 2:43 PM CDT	Antone Austin	$1,696,114.46
Patin Construction	May 17, 2022 2:47 PM CDT	Estimating Patin	$1,758,496.00
Joe Bland Construction, L.P	May 17, 2022 1:14 PM CDT	Andrew Batten	$2,153,476.49
Smith Contracting	May 17, 2022 1:35 PM CDT	Hunter Smith	$1,698,586.60
Aaron Concrete Contractors, LP.	May 17, 2022 10:51 AM CDT	Dale Detten	$1,935,340.45
Chasco Constructors	May 17, 2022 2:33 PM CDT	Rick Risener	$1,758,078.00

Commissioners Court - Regular Session **29.**

Meeting Date: 06/14/2022

CR 176 Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a letter agreement with Margaret Moser MMA Ranch Limited Partnership for a 0.916 AC replacement waterline easement for BCMUD on CR 176 (parcel 10WE). Funding Source: Road Bonds P241

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/08/2022 08:48 AM
Form Started By: Charlie Crossfield		Started On: 06/07/2022 05:51 PM
Final Approval Date: 06/08/2022		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com

September 24, 2021

Via e-mail margaretmoser49@gmail.com

Margaret Moser
MMA Ranch Limited Partnership
3502 Hillbrook Drive
Austin, Texas 78731

Re: Williamson County—CR 176
Brushy Creek MUD replacement waterline easement
Parcel No.: 10WE

Dear Ms. Moser:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent waterline easement to Brushy Creek Municipal Utility District ("BCMUD") in and across portions of the property owned by MMA Ranch Limited Partnership ("Owner") as part of Williamson County's ("County") proposed improvements to CR 176 and related utility adjustments ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to BCMUD of a fully executed and acknowledged waterline easement ("Easement") in and to a 0.916 acre of land, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, CTRMA shall pay Owner the sum of **$45,000.00** in cash or other good funds.

2. If requested by County, the Closing and completion of this transaction shall take place at a title company of County's choice ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to BCMUD in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title

Company with any curative measures or mortgage lien consent or subordination required as a condition of the Closing.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs

Don Childs
Sheets & Crossfield, PLLC

AGREED:

MMA RANCH LIMITED PARTNERSHIP

By: Margaret Moser
Margaret Moser (Jun 2, 2022 16:18 CDT)

Name: Margaret Moser

Its: Managing Partner

Date: 6/2/22

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AND RIGHT-OF-WAY
(CR 176 Water Transmission Line Improvements)

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

DATE: _____, 2022

GRANTOR: MMA RANCH LIMITED PARTNERSHIP

GRANTOR'S MAILING ADDRESS: 3502 Hillbrook Drive
Austin, Texas 78731

GRANTEE: **Brushy Creek Municipal Utility District**, a conservation and reclamation district of the State of Texas

GRANTEE'S MAILING ADDRESS: 16318 Great Oaks Drive
Round Rock, Texas 78681

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

GRANT: Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the "*Easement*") in, upon, under, over the Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

DESIGNATION OF COURSE: The "Easement Tract" is defined as a tract of land twenty feet (20') in width upon, across, over and under the following described real property:

> 0.916-acre (39,907 SF) of land, more or less, more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes.

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the Easement Tract and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Easement Tract, including, but not limited to, for the construction of driveways, curbs and sidewalks; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) no roads may be constructed within the Easement Tract (except at generally perpendicular crossings); (3) in connection with the construction and operation of any authorized improvements, Grantor (and its successors and assigns) may not damage Project facilities located within, or interfere with Grantee's use and enjoyment of, the Easement Tract and Project facilities; and (4) no subsurface utilities of any kind shall be located within the Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Easement Tract.

Fencing: Grantor shall not construct any new fencing within the Easement Tract. In connection with installation of the Project improvements, Grantee shall relocate any existing fencing located within the Easement Tract (or construct replacement fencing of the same general type) to the boundary between the Easement Tract and Grantor's Property. Grantor shall be responsible for ownership, operation and maintenance of such fencing. Prior to construction of the Project facilities, Grantor shall furnish gate codes or keys to Grantee so that Grantee may access the Easement Tract at all times. Notwithstanding any provision in this instrument to the contrary, to the extent that any fencing within the Easement Tract interferes with Grantee's access to the Easement Tract (vehicular, equipment and pedestrian) or other exercise of Easement rights, Grantee shall not be responsible for repairing any damage it causes to such fencing in gaining access or otherwise exercising its Easement rights.

Representations of Grantor: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Easement to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive.

Habendum: To HAVE AND HOLD the Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

For additional provisions hereof, see the attached Addendum to Easement and Right-of-way, incorporated herein for all purposes.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2022.

GRANTOR:

MMA RANCH LIMITED PARTNERSHIP

By: Mason-Williamson, LLC,
its General Partner

By:_____
Margaret Moser, Managing Member

Acknowledgment

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, _____, by Margaret Moser, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

(seal)

After recording return to:
Brushy Creek Municipal Utility District
16318 Great Oaks Drive
Round Rock, Texas 78681

ADDENDUM TO
EASEMENT AND RIGHT-OF-WAY
(CR 176 WATER TRANSMISSION LINE IMPROVEMENTS)

This Special Provisions Addendum ("**Addendum**") is attached to and is part of the *Easement and Right-of-Way* for CR 176 Water Transmission Line Improvements (as amended, the "**ERW**"), in favor of **Brushy Creek Municipal Utility District**. If the terms of this Addendum shall in any way conflict with the terms of the remainder of the ERW, the terms of this Addendum shall prevail.

1. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Tract, as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Tract by Grantee for the purposes specified in the ERW, and the right to convey to others the right to use all or part of the Easement Tract, as long as such further conveyance is subject to the terms of this ERW. This includes, without limitation, the right to use the surface of the Easement Tract for gardens, lawns, planting, parking, or similar purposes.

2. To the contrary notwithstanding in the Easement, it shall not be a violation of the exclusivity of the Easement in general or of section (4) of Rights of Grantor, specifically, for Grantor to authorize, after review and approval by Grantee, other utilities, including, without limitation, electric, telephone, and other telecommunication providers, above or below ground access to Grantor's property at generally perpendicular crossings to the Easement Tract, so long as such access does not adversely affect Grantee's rights under the ERW and provided Grantee's required and applicable depth separation, spacing and other protective requirements are met by Grantor and such other utilities. Any conveyance of easements by Grantor to such other utilities shall be made subject to the rights of Grantee under the ERW and this Addendum..

3. This conveyance is executed, delivered and accepted subject to any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described Easement Tract, but only to the extent they are still in effect, shown of record or apparent on the ground in Williamson County, Texas, and to all zoning laws, regulations and ordinances, if any, of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect relating to the hereinabove described Easement Tract.

4. Within thirty days of receipt of a written request specifying the location, Grantee shall, at Grantee's sole cost and expense, move any of Grantor's bird houses, or similar items installed in conjunction with Grantor's wildlife exemption, from the Easement Tract to a location on Grantor's remaining property, said location to be a place reasonably close to the original location and reasonably acceptable to Grantor.

5. EXCEPT FOR ANY WARRANTY AS TO TITLE CONTAINED IN THE ERW, GRANTOR HEREBY DISCLAIMS AND GRANTEE HEREBY WAIVES, ANY AND ALL WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, REGARDING THE EASEMENT TRACT, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES RELATED TO THE CONDITION, FITNESS, SAFETY AND/OR MERCHANTABILITY, OF THE EASEMENT TRACT, OR TO CUSTOM AND USAGE, OR TO COMPLIANCE OF THE EASEMENT TRACT WITH ANY LEGAL REQUIREMENTS APPLICABLE THERETO, AND GRANTEE SHALL ACCEPT THE EASEMENT TRACT SUBJECT TO ANY AND ALL DEFECTS THEREIN, WHETHER LATENT OR PATENT, "AS-IS" "WHERE-IS" AND "WITH ALL FAULTS".

6. By acceptance of this Easement and use of the Easement Tract, Grantee agrees to be bound by the terms hereof.

Grantor:

MMA RANCH LIMITED PARTNERSHIP

By: Mason-Williamson, LLC,
its General Partner

By: _____
MARGARET MOSER
MANAGING MEMBER

Acknowledgment

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 20__, by Margaret Moser, in the capacity and for the purposes and consideration recited herein.

_____
Notary for the State of *TEXAS*

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.916 ACRE (39,907 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 38 ACRE SECOND TRACT AND A PORTION OF THE REMAINDER OF THAT CALLED 53 ACRE FIFTH TRACT CITED IN WARRANTY DEED TO MMA RANCH LIMITED PARTNERSHIP RECORDED IN DOCUMENT NO. 2011065654 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN DEED TO CHARLIE BESS DAVIS RECORDED IN VOLUME 505, PAGE 290 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.916 ACRE (39,907 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the existing northwesterly Right-of-Way (ROW) line of County Road (C.R.) 176 (variable width ROW), being the southwesterly corner of that called 3.533 acre ROW acquisition tract (Exhibit B, Parcel 10C) described in Deed to Williamson County, Texas recorded in Document No. 2019023432 of the Official Public Records of Williamson County, Texas, for an angle point in said existing northwesterly ROW line;

THENCE, departing said existing ROW line, with the southerly boundary line of said 3.533 acre tract, same being the former northerly ROW line of said C.R. 176, N 43°38'47" E for a distance of 254.67 feet to a calculated point;

THENCE, departing said southerly boundary line, through the existing ROW of said C.R. 176, same being said 3.533 acre tract and partially through that called 0.502 acre 50 foot wide Utility Easement (Exhibit "B") described in Notice of Lis Pendens to Brushy Creek Municipal Utility District recorded in Document No. 2004090570 of the Official Public Records of Williamson County, Texas, N 21°20'11" W, at a distance of 148.01 feet, cross the southwesterly boundary line of said 0.502 acre Easement tract, and continuing for a total distance of 316.87, to the common boundary line of said 0.502 acre Easement tract and said 3.533 acre tract, same being the existing northwesterly ROW line of said C.R. 176, also being the easterly boundary line of said remainder of the 38 acre tract, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE,** departing said existing northwesterly ROW line, through said remainder of the 38 acre tract, **N 21°20'11" W,** for a distance of **530.65** feet to a calculated point in the common boundary line of said remainder of the 38 acre tract and said remainder of the 53 acre tract, for a point on line;

THENCE, departing said remainder of the 38 acre tract, through the interior of said remainder of the 53 acre tract, the following three (3) courses:

2) **N 21°20'11" W** for a distance of **227.40** feet to an angle point;

3) **N 20°41'21" W** for a distance of **837.40** feet to a point of curvature of a tangent curve to the right;

4) Along said curve to the right, having a delta angle of **22°15'51"**, a radius of **1135.00** feet, an arc length of **441.04** feet and a chord which bears **N 09°33'26" W** at a distance of **438.27** feet to a point in the westerly boundary line of that called 1.829 acre 40 foot wide Utility Easement (Exhibit "C") described in said Notice of Lis Pendens to Brushy Creek Municipal Utility District for the northerly corner of the herein described tract, and from which, the northwesterly corner of said 1.829 acre Easement bears, with the westerly boundary line of said 1.829 acre Easement, N 19°25'22" W, at a distance of 2.96 feet and N 21°08'45" W, at a distance of 38.62 feet;

5) **THENCE,** with said westerly boundary line of said 1.829 acre Easement, **S 19°25'22" E** for a distance of **59.71** feet to a calculated point in the existing curving westerly ROW line of said C.R. 176, same being the curving westerly boundary line of that called 2.962 ROW acquisition tract (Exhibit A, Parcel 10A) described in said Deed to Williamson County, Texas (Document No. 2019023432), for a point of curvature of a non-tangent curve to the left;

THENCE, departing said 1.829 acre 40 foot wide Utility Easement, with the easterly boundary line of said remainder of the 53 acre tract, same being said existing westerly ROW line, the following three (3) courses:

6) Along said curve to the left, having a delta angle of **19°23'54"**, a radius of **1115.00** feet, an arc length of **377.50** feet and a chord which bears **S 10°59'24" E** at a distance of **375.70** feet to an iron rod with plastic surveyors cap stamped "PAPE DAWSON" found, for a point of tangency;

7) **S 20°41'21" E** for a distance of **837.29** feet to a calculated angle point:

8) **S 21°20'11" E** for a distance of **227.29** feet to a calculated point, being the common easterly boundary corner of said remainder of the 38 acre tract and said remainder of the 53 acre tract, same being the common westerly corner of said 2.962 ROW acquisition tract and said 3.533 acre ROW acquisition tract, for a point on line, and from which, an iron rod with plastic surveyors cap stamped "PAPE DAWSON" found, bears S 66°46'41" W at a distance of 2.61 feet;

9) **THENCE,** departing said remainder of the 53 acre tract, with the easterly boundary line of the remainder of the 38 acre tract, same being said existing westerly ROW line **S 21°20'11" E,** for a distance of **510.74** feet, to a 60d nail found, being an angle point in said existing westerly ROW line (said 3.533 ROW acquisition tract) in the northwesterly boundary line of said 0.502 acre Utility Easement, for the southeasterly corner of the herein described tract;

10) **THENCE,** with the southerly boundary line of said remainder of the 38 acre tract, same being the existing northwesterly ROW line, also being a portion of the northwesterly boundary line of said 0.502 acre Utility Easement, **S 23°48'01" W** for a distance of **28.22** feet to the **POINT OF BEGINNING**, containing 0.916 acres, (39,907 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

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

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

Lawrence M. Russo 12/10/2019

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

Date

STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "A"

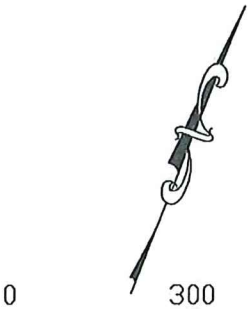
PLAT TO ACCOMPANY DESCRIPTION

LEGEND

⊚	1/2" IRON ROD WITH PLASTIC CAP FOUND (PAPE–DAWSON)
●	1/2" IRON ROD FOUND UNLESS NOTED OTHERWISE
▲	60d NAIL FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

LINE TABLE		
L1	N 43°38'47" E	254.67'
L2	N 21°20'11" W	316.87'
L3	N 21°20'11" W	227.40'
L4	S 19°25'22" E	59.71'
L5	S 21°20'11" E	227.29'
L6	S 23°48'01" W	28.22'
L7	S 66°46'41" W	2.61'

CURVE DATA					
NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	22°15'50"	1135.00'	441.04'	438.27'	N 09°33'26" W
C2	19°23'55"	1115.00'	377.50'	375.70'	S 10°59'24" E



MMA RANCH LIMITED PARTNERSHIP
223.444 ACRES
DOC. NO. 2011065654
O.P.R.W.C.T.

0.916 ACRES
(39,908 SQ. FT.)

FIFTH TRACT 53 ACRES
VOL. 505, PG. 290
D.R.W.C.T.

SECOND TRACT 38 ACRES
VOL. 505, PG. 290
D.R.W.C.T.

NOTE: THE EASTERLY BOUNDARY LINE OF THIS EASEMENT IS THE EXISTING WESTERLY R.O.W. LINE OF C.R. 176 AS PROVIDED BY WILLIAMSON COUNTY WHICH MODIFIES THE WESTERLY AND NORTHWESTERLY R.O.W. LINES DEPICTED IN PARCELS 10A AND 10C (R.O.W. ACQUISITION TRACTS), SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2019023432 OF THE O.P.R.W.C.T.

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 12/10/2019

LAWRENCE M. RUSSO DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591–00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

11/20/2019
REV. 12/09/2019

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

20' WIDE EASEMENT
PARCEL 1
BRUSHY CREEK M.U.D.

SCALE		
1" = 300'	0.916 ACRES 39,908 SQ. FT.	WILLIAMSON COUNTY

STATE OF TEXAS REGISTERED LAWRENCE M. RUSSO 5050 PROFESSIONAL LAND SURVEYOR

S:\ Williamson County\2019 WA SUBMITTALS\WA 8 CR 176 FSMD\PARCELS\CR 176-BCMUD EASEMENT PARCEL 1-REVISED.dwg

Commissioners Court - Regular Session **30.**

Meeting Date: 06/14/2022

CR 245 Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Annette Ward Kylberg, Jeffery Earl Kylberg and Pattrick Elton Kylberg for 0.1331 AC of right of way needed on the CR 245 project (Parcel 6 parts 1 & 2). Funding Source: Road Bonds P353

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/08/2022 08:48 AM
Form Started By: Charlie Crossfield		Started On: 06/07/2022 05:54 PM
Final Approval Date: 06/08/2022		

REAL ESTATE CONTRACT
County Road 245 Right of Way—Parcel 6

THIS REAL ESTATE CONTRACT ("Contract") is made by **ANNETTE WARD KYLBERG, JEFFREY EARL KYLBERG and PATTRICK ELTON KYLBERG** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> Being a 0.1331 acre (5,796 square foot) parcel of land out of the L.P. Dyches Survey, Abstract No. 171, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 6, Parts 1-2**);

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 described in Exhibit "A" shall be the sum of NINE THOUSAND ONE HUNDRED EIGHTY-FOUR and 00/100 Dollars ($9,184.00).

2.01.1. As Additional Compensation for any improvements on the Property, the reconstruction or reconfiguration of fencing, and any damage to and/or cost to cure the remaining property of Seller, Purchaser shall pay the sum of SEVEN THOUSAND ONE HUNDRED TWENTY-SIX and 00/100 Dollars ($7,126.00).

Payment of Purchase Price and Additional Compensation

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

Special Provisions

2.03. Improvement Retention. Seller shall be permitted to retain and remove one (1) metal gate, and metal fence panel entryway improvements from within the Property, subject to the requirements as set out in the Deed form in Exhibit "B" attached hereto and incorporated herein.

2.04. Use of Remainder Property Prohibited. By execution of this contract the parties agree that other than as specifically required solely in the limited area and duration as necessary for reconnection of Seller's existing driveways to the proposed roadway facility improvements upon the Property, Purchaser, its agents and contractors, shall not be permitted at any time to be upon or otherwise use or take possession of any portion of the remaining property of Seller not being conveyed herein without prior agreement or permission from Seller.

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 Longhorn Title Company on or before June 30, 2022, 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 monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

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

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price 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, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance 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.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after June 30, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed County Road 245 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Annette W. Kylberg

Annette Ward Kylberg

Address: 1977 Palace Drive

New Braunfels, TX 78130

Date: Jun 2, 2022

SELLER:

Jeffrey Earl Kylberg

Jeffrey Earl Kylberg

Date: 6-1-22

Pattrick Elton Kylberg

Pattrick Elton Kylberg

Date: 6/1/22

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date:_____

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

EXHIBIT A

County: Williamson
Highway: County Road 245
Project Limits: From RM 2338 to Ronald Reagan Blvd.

July 23, 2021

PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF a 5,796 square foot (0.1331 of one acre) parcel of land consisting of two parts out of the L.P Dyches Survey, Abstract No. 171, in Williamson County, Texas, and being out of a called 31.32 acre tract conveyed to Donald H. Kylberg by Warranty Deed dated March 29, 1979, as recorded in Volume 752, Page 229, Deed Records, Williamson County, Texas (D.R.W.C.T.); said 5,796 square foot (0.1331 of one acre) parcel of land being more particularly described in two parts by metes and bounds as follows:

PART 1

COMMENCING at a 1/2-inch iron rod found at the southeast corner of said 31.32 acre Kylberg tract, being at the northeast corner of that tract described as 161.7551 acres (save & except 0.413 of one acre) conveyed to Pulte Homes of Texas, L.P. by Special Warranty Deed dated January 14, 2015, as recorded in Document No. 2015003147, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.);

THENCE S 69°38'48" W, along the south line of said 31.32 acre Kylberg tract and the north line of said 161.7551 acre (save & except 0.413 of one acre) Pulte Homes of Texas tract, a distance of 2,597.11 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 245, for the **POINT OF BEGINNING**, being 67.50 feet right of Engineer's Baseline Station 125+64.59 and having Surface Coordinates of North=10,239,027.44, East=3,102,026.32;

1) **THENCE, S 69°38'48" W**, continuing along the south line of said 31.32 acre Kylberg tract, the north line of said 161.7551 acre (save & except 0.413 of one acre) Pulte Homes of Texas tract, and partially along the north line of the Amending Plat of Sun City Neighborhood Sixty-Four, a subdivision of record in Document No. 2016007743, O.P.R.W.C.T., a distance of **64.37 feet** to a 1/2-inch iron rod found at the southwest corner of said 31.32 acre Kylberg tract, being at the northwest corner of said 161.7551 acre (save & except 0.413 of one acre) Pulte Homes of Texas tract, said Amending Plat of Sun City Neighborhood Sixty-Four subdivision, and being in the existing east right-of-way line of CR 245 (varying width);

2) **THENCE, N 21°36'36" E**, along the west line of said 31.32 acre Kylberg tract and the existing east right-of-way line of CR 245, a distance of **225.00 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 245, at the beginning of a curve to the right, and being 67.50 feet right of Engineer's Baseline Station 127+46.01;

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 6

3) **THENCE, 188.22 feet**, along the arc or said curve to the right, having a radius of **1,867.50 feet**, a delta angle of **05°46'29"**, and a chord bearing of **S 06°52'15" W**, along the proposed east right-of-way line of CR 245, crossing said 31.32 acre Kylberg tract, a chord distance of **188.14 feet** to the **POINT OF BEGINNING** and containing 5,683 square feet (0.1305 of one acre) of land, more or less.

PART 2

COMMENCING at a 1/2-inch iron rod found in the north line of said 31.32 acre Kylberg tract, being in the south line of The Final Plat of Planned Unit Development of Sun City Georgetown, Neighborhood Ten-E, a subdivision of record in Document No. 9902298, Official Records, Williamson County, Texas (O.R.W.C.T.), said Neighborhood Ten-E conveyed to Pulte Homes of Texas, LP by Special Warranty Deed dated June 3, 2016, as recorded in Document No. 2016050010, O.P.R.W.C.T.;

THENCE S 68°56'55" W, along the north line of said 31.32 acre Kylberg tract and the south line of said Neighborhood Ten-E and said Pulte Homes of Texas, Inc. tract, a distance of 486.71 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of CR 245 at the beginning of a curve to the right, for the **POINT OF BEGINNING**, being 67.50 feet left of Engineer's Baseline Station 131+31.08 and having Surface Coordinates of North=10,239,612.70, East=3,102,033.90;

1) **THENCE, 32.30 feet** along the arc of said curve to the right, having a radius of **1,867.50 feet**, a delta angle of **00°59'28"**, and a chord bearing of **S 07°46'41" E**, along the proposed east right-of-way line of CR 245, crossing said 31.32 acre Kylberg tract, a chord distance of **32.30 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the west line of said 31.32 acre Kylberg tract, being in the existing east right-of-way line of CR 245, and being 67.50 feet right of Engineer's Baseline Station 130+99.94;

2) **THENCE, N 20°27'54" W**, along the west line of said 31.32 acre Kylberg tract and the existing east right-of-way line of CR 245, a distance of **31.44 feet** to a calculated point at the northwest corner of said 31.32 acre Kylberg tract, being at the southwest corner of said Neighborhood Ten-E and said Pulte Homes of Texas tract;

EXHIBIT A

County: Williamson
Highway: County Road 245
Project Limits: From RM 2338 to Ronald Reagan Blvd.

July 23, 2021

PROPERTY DESCRIPTION FOR PARCEL 6

3) **THENCE, N 68°56'55" E**, along the north line of said 31.32 acre Kylberg tract and the south line of said Neighborhood Ten-E and said Pulte Homes of Texas tract, a distance of **7.10 feet** to the **POINT OF BEGINNING** and containing 113 square feet (0.0026 of one acre) of land, more or less.

PART 1 5,683 Sq. Ft. (0.1305 Ac.)
PART 2 113 Sq. Ft. (0.0026 Ac.)
TOTAL 5,796 Sq. Ft. (0.1331 Ac.)

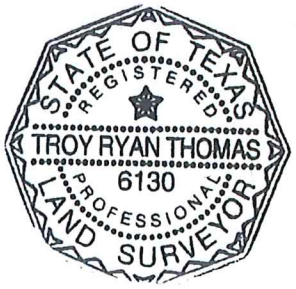
All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00012. All measurements are in U.S. Survey Feet.

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 23rd day of July, 2021 A.D.



SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

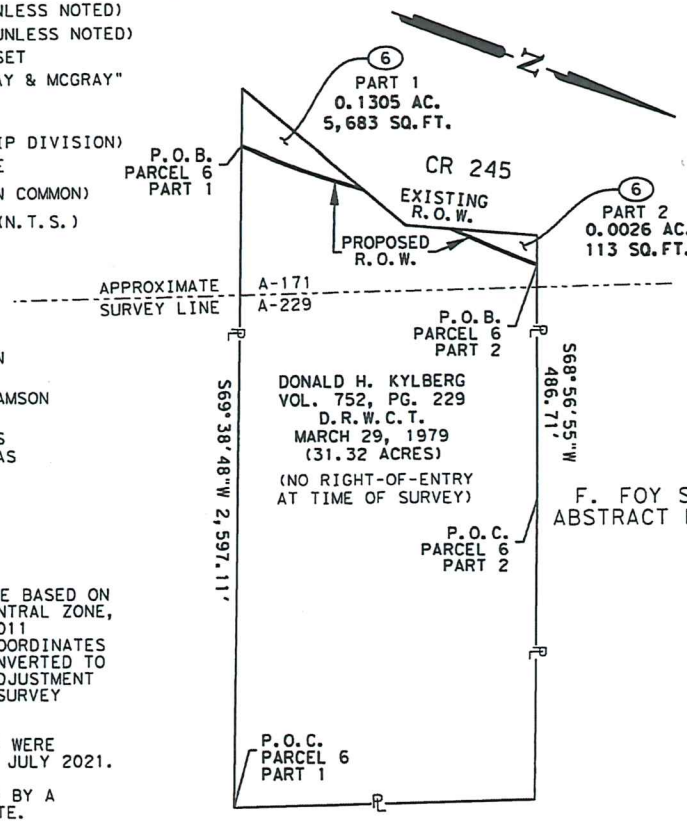
7/23/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 245 Williamson County/Parcel 6

LEGEND

●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—℄—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

L.P. DYCHES SURVEY
ABSTRACT NO. 171



PROPERTY INSET
NOT TO SCALE

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2129130-KFO ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 28, 2021, ISSUED DATE JUNE 11, 2021.

10. THE FOLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

G. PEDERNALES ELECTRIC COOPERATIVE, INC. EASEMENT AS DESCRIBED IN VOLUME 643, PAGE 222, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT

H. CHISHOLM TRAIL WATER SUPPLY CORP. EASEMENT AS DESCRIBED IN VOLUME 1107, PAGE 445, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS - (UNABLE TO PLOT)

I. AFFIDAVIT TO THE PUBLIC REGARDING AN ON-SITE SEWAGE FACILITY AS DESCRIBED IN DOCUMENT NO. 2001035553, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - (UNABLE TO PLOT)

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. UNITS: U.S. SURVEY FEET.

2. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM MAY 2020 THROUGH JULY 2021.

3. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

4. RIGHT-OF-ENTRY WAS UNABLE TO BE OBTAINED AT THE TIME OF SURVEY. MONUMENTS ALONG THE PROPOSED R.O.W. LINE WERE UNABLE TO BE SET WHERE NOTED.

REVISIONS

RECORD	ACQUISITION	REMAINING RT
31.32 AC. (1,364,299 SQ. FT.)	TOTAL 0.1331 AC. (5,796 SQ. FT.)	31.19 AC. (1,358,503 SQ. FT.)

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

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
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

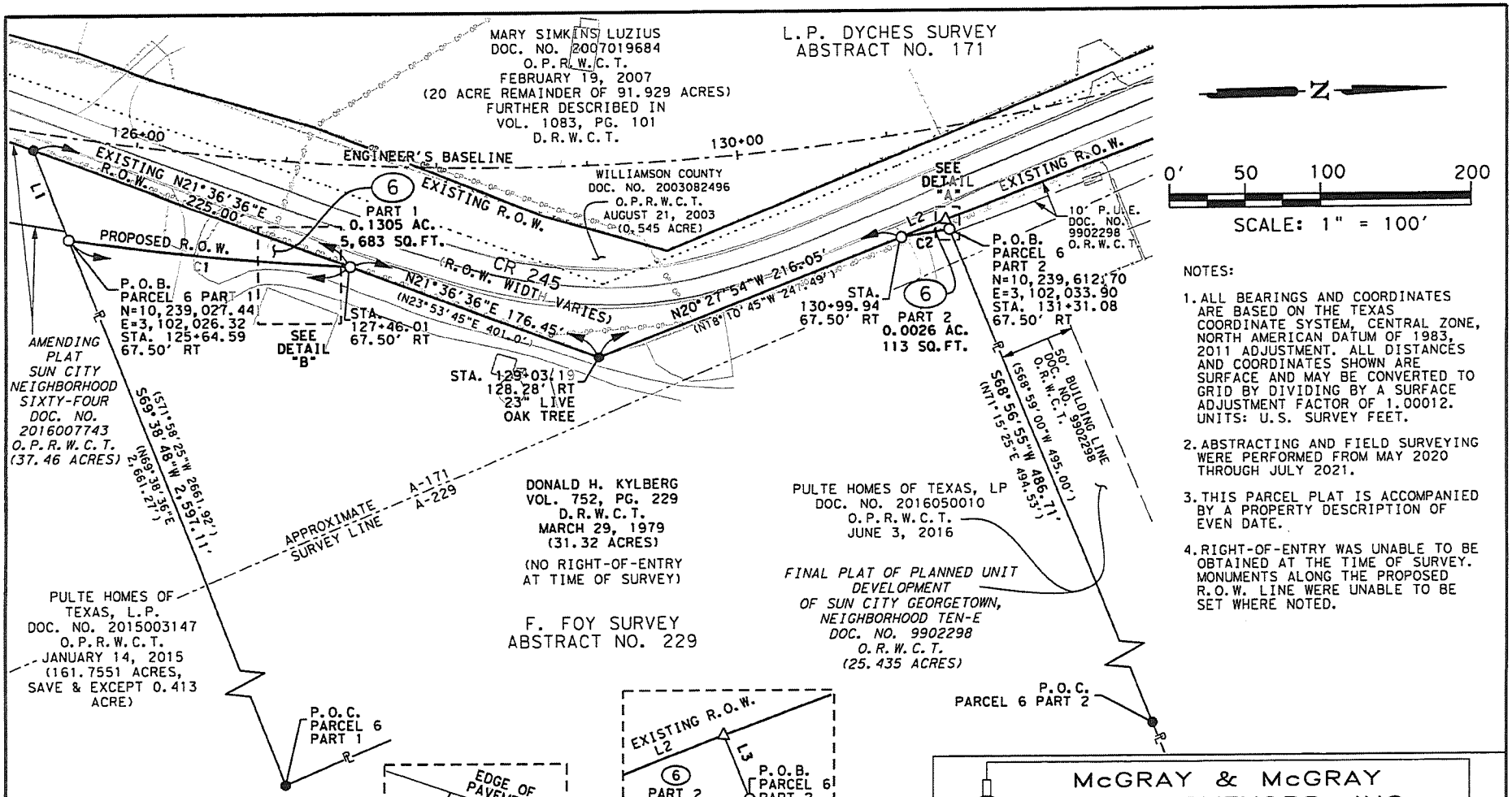
7/23/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 6

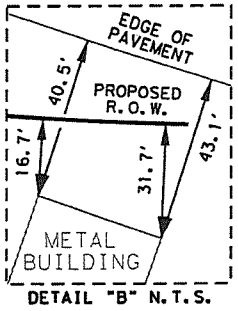
CR 245 - FROM R.M. 2338 TO RONALD REAGAN BLVD.
WILLIAMSON COUNTY, TEXAS

DATE: JULY 2021 | SCALE: N.T.S.

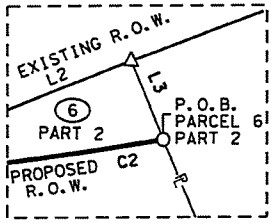


NOTES:

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2. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM MAY 2020 THROUGH JULY 2021.
3. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
4. RIGHT-OF-ENTRY WAS UNABLE TO BE OBTAINED AT THE TIME OF SURVEY. MONUMENTS ALONG THE PROPOSED R.O.W. LINE WERE UNABLE TO BE SET WHERE NOTED.



DETAIL "B" N.T.S.



DETAIL "A" N.T.S.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S69°38'48"W	64.37'
L2	N20°27'54"W	31.44'
L3	N68°56'55"E	7.10'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	188.22'	1,867.50'	05°46'29"RT	S06°52'15"W	188.14'
C2	32.30'	1,867.50'	00°59'28"RT	S07°46'41"E	32.30'

ENGINEERS'S BASELINE CURVE DATA

PI NORTHING	= 10,239,332.27
PI EASTING	= 3,102,120.82
PI STATION	= 128+94.01
DELTA	= 43° 03' 36" (LT)
DEGREE OF CURVE	= 3° 10' 59"
TANGENT	= 710.13'
LENGTH	= 1,352.77'
RADIUS	= 1,800.00'
CHORD BEARING	= N 0° 20' 47" E
CHORD	= 1,321.16'
PC STATION	= 121+83.88
PT STATION	= 135+36.65

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 6

CR 245 - FROM R.M. 2338 TO RONALD REAGAN BLVD.
WILLIAMSON COUNTY, TEXAS

DATE: JULY 2021 | SCALE: 1"=100'

EXHIBIT "B"

Parcel 6

SPECIAL WARRANTY DEED
County Road 245 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 **ANNETTE WARD KYLBERG, JEFFREY EARL KYLBERG, and PATTRICK ELTON KYLBERG**, 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 (the "Property"):

> Being a 0.1331 acre (5,796 square foot) parcel of land out of the L.P. Dyches Survey, Abstract No. 171, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 6, Parts 1-2**)

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 ("Retained Improvements): One (1) metal gate, metal fence panel entryway.

Such Retained Improvements shall be removed from the Property conveyed by Grantor at its own expense on or before the expiration of thirty (30) days following the date this Deed is recorded in the Official Records of Williamson County, Texas, subject to such extensions of time as may be granted by Grantee in writing, but in the event that Grantor fails for any reason to remove said improvements within the time provided, title to that portion of the improvement located on the Property shall vest in the Grantee and be subject to removal at any time.

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 245.

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2022.

[signature on following pages]

GRANTOR:

_____
Annette Ward Kylberg

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Annette Ward Kylberg, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Jeffrey Earl Kylberg

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Jeffrey Earl Kylberg, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Pattrick Elton Kylberg

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Pattrick Elton Kylberg, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
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 **31.**

Meeting Date: 06/14/2022

Interlocal Agreement for with Jonah CR 111

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement with Jonah Special Utility District. Regarding Relocation of Water System Improvements CR 111--FM 1460 to SH 130 Project

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/08/2022 08:49 AM
Form Started By: Charlie Crossfield		Started On: 06/07/2022 05:57 PM
Final Approval Date: 06/08/2022		

INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
CR 111- FM 1460 to SH 130 PROJECT

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("**Agreement**") is entered into between Jonah Special Utility District (the "**District**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the District and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, the County is and has been in the process of designing and improving CR 111, the location of which is shown on Exhibit "A", attached hereto (the "County Project"); and

WHEREAS, some of the proposed County Project includes the widening of the right-of-way into easements in which the District's water system improvements are or will be located; and

WHEREAS, the Parties have determined that, because of the County Project, the relocation of District water lines is necessary (the "Relocation Project"); and

WHEREAS, plans and specifications for the relocation of the District water lines affected by the County Project are being prepared by the District (the "Plans"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County will relocate the District's waterlines in certain segments of the County Project.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
GENERAL PROVISIONS

1.01 General. The purpose of this Agreement is to provide for the County's relocation and construction of the Relocation Project caused by the County's construction of the County Project.

1.02 County Relocation of Waterlines. The County must, at its own expense, pay all costs related to the Relocation Project in accordance with the Plans. As stated below, the County must reimburse the District for the reimbursable percentage of costs related to the design of the Plans.

1.03 County to Obtain Easements. The County must acquire at its own expense all necessary easements required by the District for the Relocation Project as shown in the Plans. This agreement specifically allows the County's right-of-way attorneys to acquire easements by eminent domain, if necessary, on behalf of the District. The form of the easement must be approved by the District prior to acquisition. The District is not responsible for costs associated with easement acquisition for the County Project or Relocation Project.

1.04 County to Obtain Permits. The County must secure all permits required for construction of the County Project and the Relocation Project, and for the costs associated with the permits. The District is not responsible for costs associated with permitting of the County Project or Relocation Project.

1.05 District Obligations. The District is responsible for the design of the Plans including specifications. The District will submit invoices for design costs to the County, and the County must reimburse 69.83% of District's costs pursuant to the Prompt Payment Act, Chapter 2251 of the Texas Government Code.

1.06 Continuation of Service. The County agrees that both the County Project and the Relocation Project must be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the prolonged loss of water service to any such customers.

II.
CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County will, at its own expense, construct all physical improvements that constitute the County Project and the Relocation Project. The County and the District agree that the County is responsible for 84.34% of the construction costs of the Relocation Project not including betterment costs (estimated at $2,367,166) and the District is responsible for 15.66% of the construction costs of the Relocation Project plus all costs associated with the betterments (estimated at $1,022,562). Collectively, these shares are referred to as the Construction Costs.

2.02 Calculation of Betterment Costs. The District's engineer has worked with the County's engineer to determine betterment percentages by calculating the Engineer's Opinion of Probable Cost ("EOPC") for the construction of water lines that are larger than the original lines they are replacing ("betterment construction") and the EOPC for the construction of water lines that are the same size as the original lines ("'like-kind' replacement construction"), then by determining the percentage of the "like-kind" cost versus the betterment cost. The calculated betterment ratio is 17.2%.

2.03 Assignment of Easements. The County will, at its own expense, acquire easements for the following parcels as described in Exhibit "B", attached hereto: 10, 18, 19, 21, 25, 27, 28, 30, 31, 32, 50. The easements' locations and widths shall be agreed upon by the District and the

County, and the easements shall be assigned by the County to the District upon completion of construction of the Relocation Project.

2.04 Abandonment of Easements. The County will credit the District $30,000 towards the District's share of the Construction Costs for the District's abandonment of the easements described in Exhibit "C" along CR110N from CR 110 Sta. 323+64 to Sta. 349+35.

2.05 Payment and Maintenance. The District's share of the Construction Costs will be due and payable to the County 30 days after the District provides written acceptance of the completed Relocation Project. After acceptance, the District will own and maintain the facilities included within the Relocation Project.

2.06 Construction Plans. The District must submit the Plans related to the Relocation Project, and any changes or modifications thereto, to the County for review and approval prior to the County commencing construction. The Relocation Project will be jointly bid and constructed as part of the County Project.

2.07 Inspection. The District may inspect the relocation of the waterlines during construction. If the District's inspectors determine that the construction by the County is not in accordance with the approved Plans and upon receipt of such notification from the District, the County must cease construction until the deficiency can be identified and a corrective plan of construction implemented with the written agreement of the District.

2.08 Insurance, Bonds and Warranties. The County must require the contractor for the County Project to name the District as an additional insured on any policies related to the County Project or Relocation Project. The County must require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the District for the County Project and Relocation Project in amounts satisfactory to the District. The County must transfer any warranties for the Relocation Project to the District upon final completion and the District's written acceptance of the Relocation Project.

2.09 Future relocations. Should the County or its successors require the relocation of the District water system improvements previously relocated by this Agreement for **24" Waterline G (Sta. 9+95 to Sta. 10+56.5 and Sta. 27+82 to Sta. 29+02) and 4" Waterline H (Sta. 0+14.3 to Sta. 7+17.7)** the County shall, at its own expense, be responsible for all costs associated with said relocation, including the acquisition of new easements, if necessary. The obligations of this section survive any termination of this Agreement.

2.10 Betterment Costs. Any betterments requested by the District will be included in the Plans, and the District will solely be responsible for all costs associated with the betterments, as calculated above.

2.11 Other Costs. The County must reimburse the District for the reimbursable percentage of costs incurred by the District for inspections, permitting, engineering and legal services related to the Relocation Project in accordance with the Texas Prompt Payment Act.

2.12 As-Built Drawings. Upon completion of construction of the Relocation Project, County will provide District with the as-built drawings of the Relocation Project.

III.
DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party must make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party must commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice that may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party must mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the non-defaulting Party may request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party will be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting Party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV.
GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code.*

4.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent

jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement must be paid from current revenues available to the Party for such purpose.

4.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.05 Effective Date. This Agreement is effective from the date of execution by the authorized representative of each Party.

4.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project or Relocation Project shown in the Plans.

4.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:	Jonah Water Special Utility District 4050 FM 1660 Hutto, Texas 78634 Attn: General Manager Telephone: (512) 759-2983
With a copy to:	John Carlton The Carlton Law Firm, P.L.L.C. 4301 Westbank Drive, Suite B-130 Austin, Texas 78746 Facsimile: (512) 900-2855 john@carltonlawaustin.com
COUNTY:	Williamson County 710 Main Street, Suite 101 Georgetown, Texas 78626 Attn: Judge William Gravell, Jr. Telephone: (512) 943-1577

4.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:

~~Secretary~~
Erica Guerrero, Executive Assistant

JONAH WATER SPECIAL UTILITY DISTRICT:

By: _____

Printed Name: Bill Brown

Title: General manager

Date: June 2, 2022

ATTEST:

Nancy Rister, County Clerk

WILLIAMSON COUNTY:

By: _____
William Gravell, Jr., County Judge

Date: _____

FILE: P:\22000-22999\22009_Wilco CR111 Route Study\Drawings\Plans\General\Composite_Cover.dgn
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EXHIBIT "A" (P 1 of 2)

INDEX OF PLANS

1. PLANS OF PROPOSED CR 111 WIDENING (388 SHEETS)
2. COUNTY ROAD 110 (NORTH) (109 SHEETS)
3. JONAH SUD 2021-CR111, UTILITY ADJUSTMENTS (30 SHEETS)
4. WILLIAMSON COUNTY RECONSTRUCTION OF COUNTY ROAD 111
   8" GRAVITY MAIN RELOCATION (11 SHEETS)

WILLIAMSON COUNTY
PRECINCT 3

PLANS OF PROPOSED
CR 111 AND CR 110 NORTH WIDENING

WILLIAMSON COUNTY PROJECT NO. 22IFB39

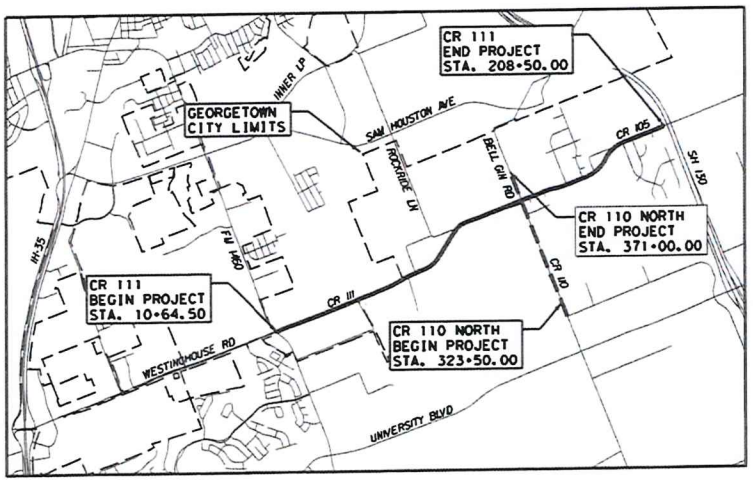
NET LENGTH OF ROADWAY = 24,463.7 FT (4.633 MILES)
NET LENGTH OF BRIDGE = 71.84 FT (0.014 MILES)
NET LENGTH OF PROJECT = 24,463.7 FT (4.633 MILES)

LIMITS: CR 111 FROM FM 1460 TO SH 130 AND CR 110 NORTH FROM CR 107 TO NORTH OF CR 111

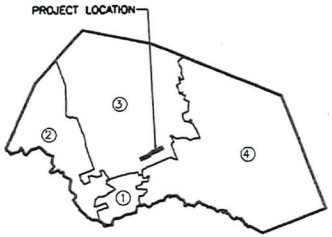
FOR THE CONSTRUCTION OF A NON-FREEWAY FACILITY CONSISTING OF GRADING, BASE, ASPHALT PAVEMENT, SIGNING AND PAVEMENT MARKINGS.

N

0 0.25 0.5 0.75 1
SCALE IN MILES



VICINITY MAP
NO EQUATIONS
NO EXCEPTIONS
NO RAILROADS



WILLIAMSON COUNTY PRECINCTS

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ALL RIGHTS RESERVED.

TXDOT STANDARD SPECIFICATONS FOR CONSTRUCTION OF HIGHWAYS, STREET AND BRIDGES ADOPTED ON NOVEMEBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

APPROVED BY:

JUDGE BILL GRAVELL JR. DATE
WILLIAMSON COUNTY JUDGE

APPROVED BY:

Valerie Covey 11/16/21
COMMISSIONER VALERIE COVEY DATE
WILLIAMSON COUNTY
COMMISSIONER PRECINCT 3

APPROVED BY:

Richard L. Ridings 11/2/2021
RICHARD L. RIDINGS, P.E. DATE
ROAD BOND MANAGER
HNTB CORPORATION

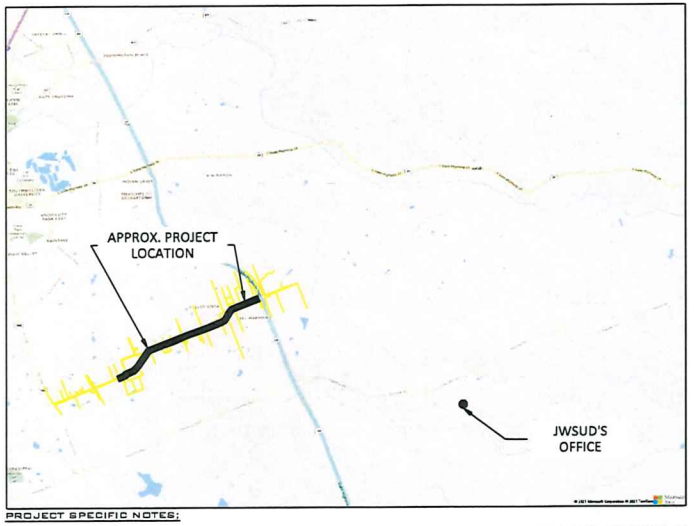
EXHIBIT "A" (P 2 of 2)

JONAH SUD
4050 FM 1660
HUTTO , TEXAS 78634
1-512-759-1286
PWS ID 246002
CCN ID 10970

2021 - CR 111, UTILITY ADJUSTMENTS

GENERAL CONSTRUCTION NOTES

1. THESE PLANS DO NOT INDICATE DETAILED TOPOGRAPHY, AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSPECT THE PROJECT BEFORE SUBMITTING BIDS TO DETERMINE LOCATIONS OF VARIOUS TOPOGRAPHIC FEATURES THAT COULD EFFECT CONSTRUCTION METHODS
2. THE CONTRACTOR SHALL NOTIFY
   2.1. THE TXDOT HIGHWAY MAINTENANCE FOREMAN
   2.2. RAILWAY SUPERINTENDENT
   2.3. COUNTY COMMISSIONER
   2.4. APPLICABLE CITY
   2.5. APPLICABLE UTILITY COMPANIES
   48 HOURS PRIOR TO STARTING CONSTRUCTION ON ANY HIGHWAY OR RAILROAD AND IN THE VICINITY OF ANY EXISTING UTILITIES, AND SHALL BE SUBJECT TO INSPECTION AND COMPLIANCE WITH THE ABOVE AUTHORITIES.
3. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D.
4. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
5. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF POTABLE WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY.
6. WATER TRANSMISSION AND DISTRIBUTION LINES MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
7. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.
8. COORDINATE ANY PLANNED INTERRUPTIONS TO SERVICE WITH THE APPLICABLE UTILITY PURVEYOR A MINIMUM 48 HOURS IN ADVANCE
9. ANY AND ALL OBJECTS THAT BECOME DAMAGED AND/OR DESTROYED BY THE CONSTRUCTION PROCESS SHALL BE REPLACED OR RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED JUST PRIOR TO THE INCIDENT OR INCIDENTS.
10. PROPERTY OWNERS SHALL HAVE ACCESS TO THEIR RESPECTED PROPERTY DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE PROPERTY OWNER IF PROPERTY ACCESS IS THE BE DENIED FOR ANY PERIOD OF TIME. THE CONTRACTOR SHALL TAKE STEPS TO ASSURE THAT ACCESS IS ACHIEVED IN THE PERIODS OF THE CONTRACTOR'S ABSENCE.
11. TRAFFIC CONTROL PLANS SHALL BE IN ACCORDANCE WITH TCP(1-1)-12 THROUGH TCP(1-6)-12; SEE HTTPS://WWW.DOT.STATE.TX.US/INSDTDOT/ORGCHART/CMD/CSERVE/STANDARD/TOC.HTM FOR SHEETS.



PROJECT SPECIFIC NOTES:

1. SCHEDULE ALL PLANNED INTERRUPTIONS TO WATER SERVICE WITH JONAH WATER S.U.D. AT LEAST 48 HOURS IN ADVANCE.
2. FIELD VERIFY DEPTH AND LOCATIONS OF ALL EXISTING APPLICABLE UTILITIES.
3. COORDINATE AND GIVE PROPER NOTICE TO OWNER OF POSSIBLE INTERRUPTIONS TO SERVICE.
4. ALL COMPONENTS OF THIS PROJECT SHALL BE INSTALLED PER THE MANUFACTURE'S RECOMMENDATIONS.
5. METER RECONNECTIONS SHALL INCLUDE; NEW METER BOX, SERVICE LINE, SERVICE TAP, CURB STOP, ANGLE STOP, AND METER COUPLING. EXISTING METER IS TO REMAIN.

SHEET INDEX:

01	GENERAL NOTES	13	WATERLINE ALIGN. "J"; STA. J-0+00 TO J-1+59; CAPPING EX. LINE
02	TAKE OFF	14	WATERLINE ALIGN. "K"; STA. K-0+00 TO K-1+00
K1	KEY MAP	15	WATERLINE ALIGN. "L"; STA. L-0+00 TO L-3+50
1	WATERLINE ALIGN. "A"; STA. A-0+00 TO A-6+38	16	WATERLINE ALIGN. "M"; STA. M-0+00 TO M-2+00
2	WATERLINE ALIGN. "B"; STA. B-0+00 TO B-3+25	17	WATERLINE ALIGN. "N"; STA. N-0+00 TO N-5+50
3	WATERLINE ALIGN. "C"; STA. C-0+00 TO C-3+60	18	WATERLINE ALIGN. "N"; STA. N-5+50 TO N-12+67
4	WATERLINE ALIGN. "D"; STA. D-0+00 TO D-1+00	19	WATERLINE ALIGN. "O"; STA. O-0+00 TO O-1+71
5	WATERLINE ALIGN. "E"; STA. E-0+00 TO E-0+88	20	WATERLINE ALIGN. "O"; CONTINUATION
6	WATERLINE ALIGN. "F"; STA. F-0+00 TO F-1+83	21	WATERLINE ALIGN. "P"; STA. P-0+00 TO P-1+60
7	WATERLINE ALIGN. "G"; STA. G-0+00 TO G-7+50	22	WATERLINE ALIGN. "Q"; STA. Q-0+00 TO P-1+64
8	WATERLINE ALIGN. "G"; STA. G-7+50 TO G-15+50	23	STANDARD DETAILS
9	WATERLINE ALIGN. "G"; STA. G-15+50 TO G-23+50	24	STANDARD DETAILS
10	WATERLINE ALIGN. "G"; STA. G-23+50 TO G-32+66	25	STANDARD DETAILS
11	WATERLINE ALIGN. "H"; STA. H-0+00 TO H-7+10	26	TCP/EROSION CONTROL DETAIL
12	WATERLINE ALIGN. "I"; STA. I-0+00 TO I-2+19		

APPROVED

THIS DOCUMENT IS ISSUED FOR BIDDING PURPOSES ONLY, NOT TO BE USED FOR CONSTRUCTION

CIVIL ENGINEER

10/8/21
DATE APPROVED

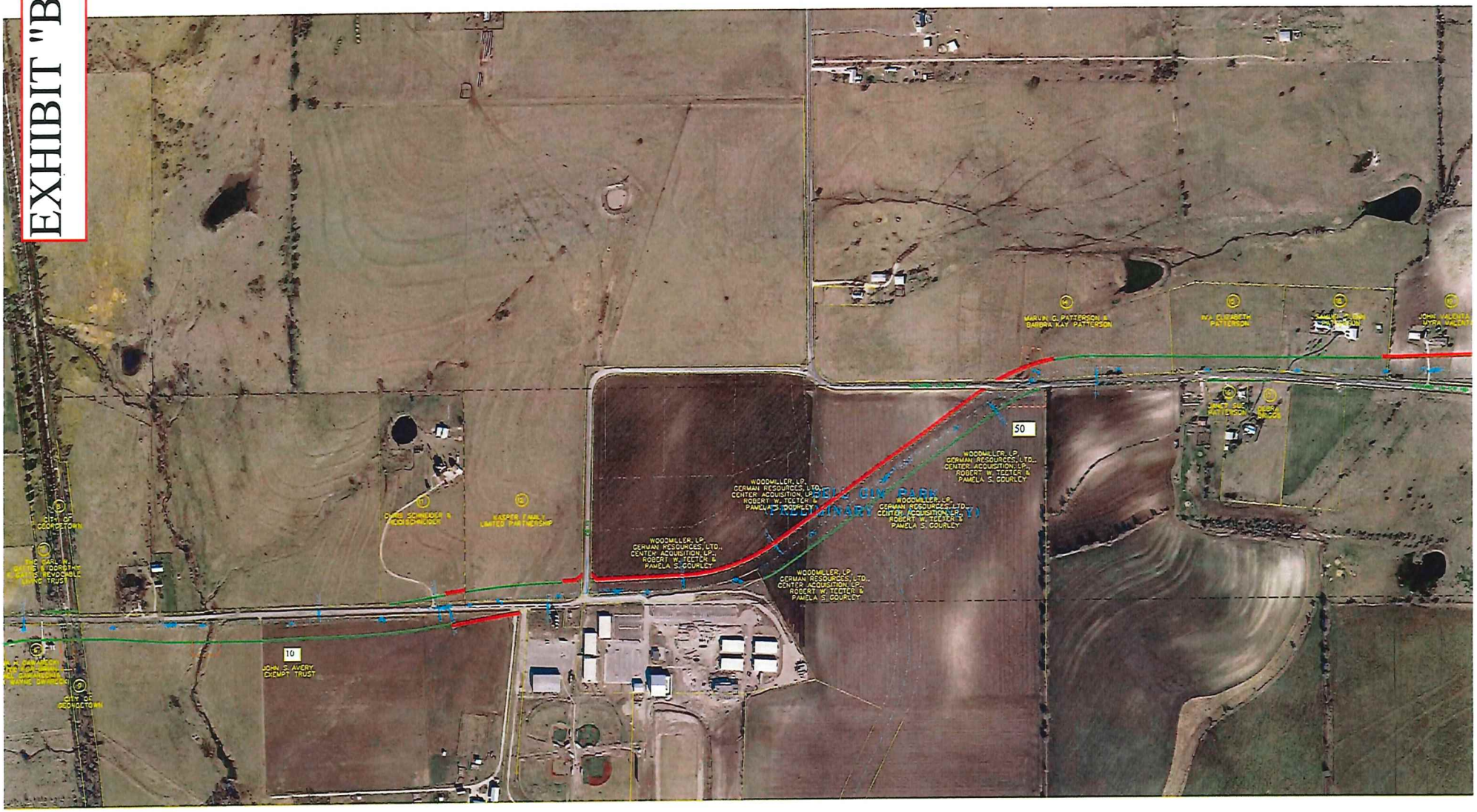
OWNER

DATE APPROVED

CAYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702 Ph. 254-744-3439
MILES@CAYOTECON.COM

JONAH WATER S.U.D.
2021 - CR 111, UTILITY ADJUSTMENTS

EXHIBIT "B"


MARVIN G. PATTERSON &
BARBARA KAY PATTERSON
ELIZABETH
PATTERSON
50
WOODMILLER, LP,
GERMAN RESOURCES, LTD.,
CENTER ACQUISITION, LP,
ROBERT W. TEETER &
PAMELA S. COURLEY
PRELIMINARY
10
JOHN S. AVERY
EXEMPT TRUST
CITY OF
GEORGETOWN

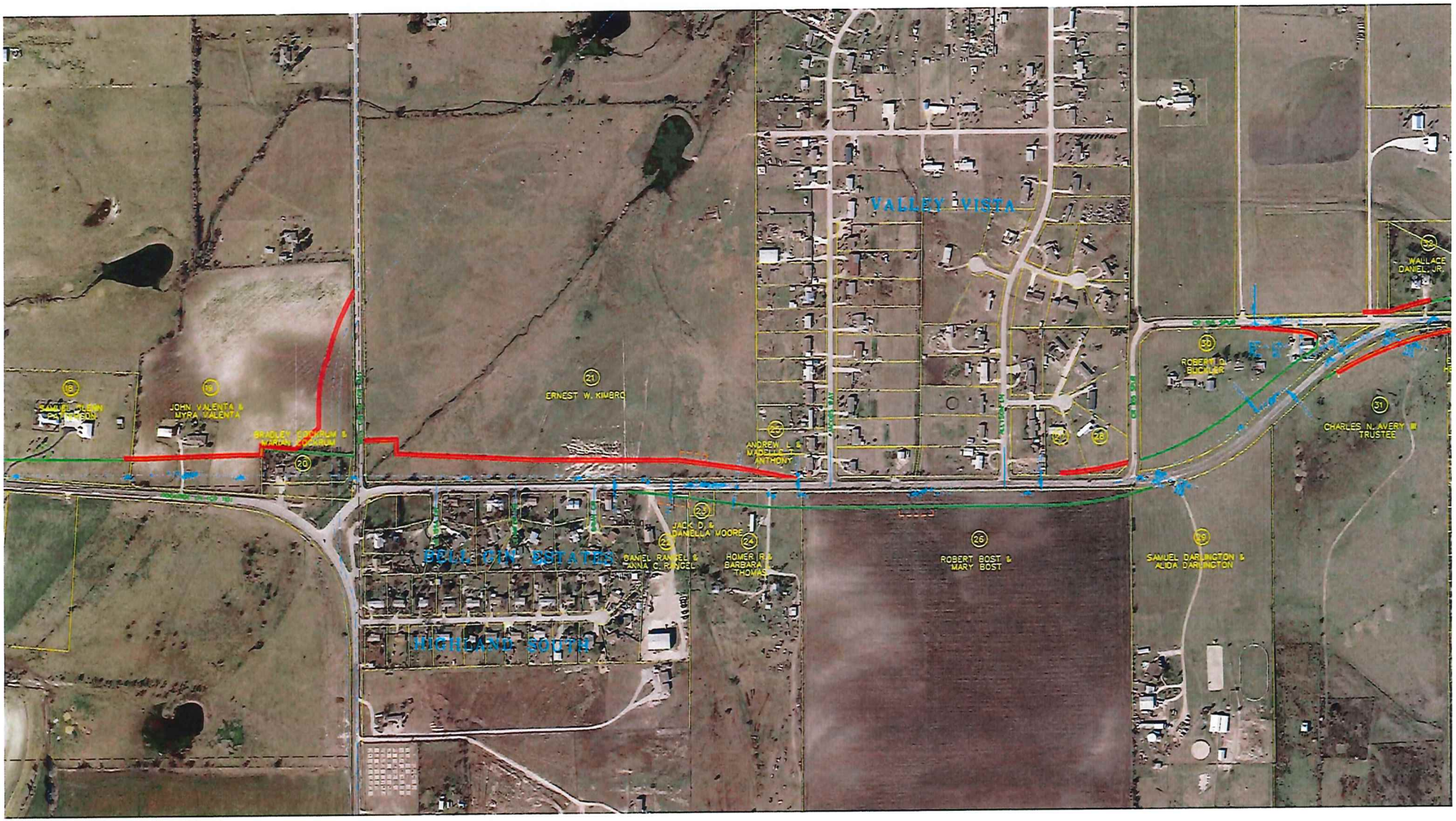
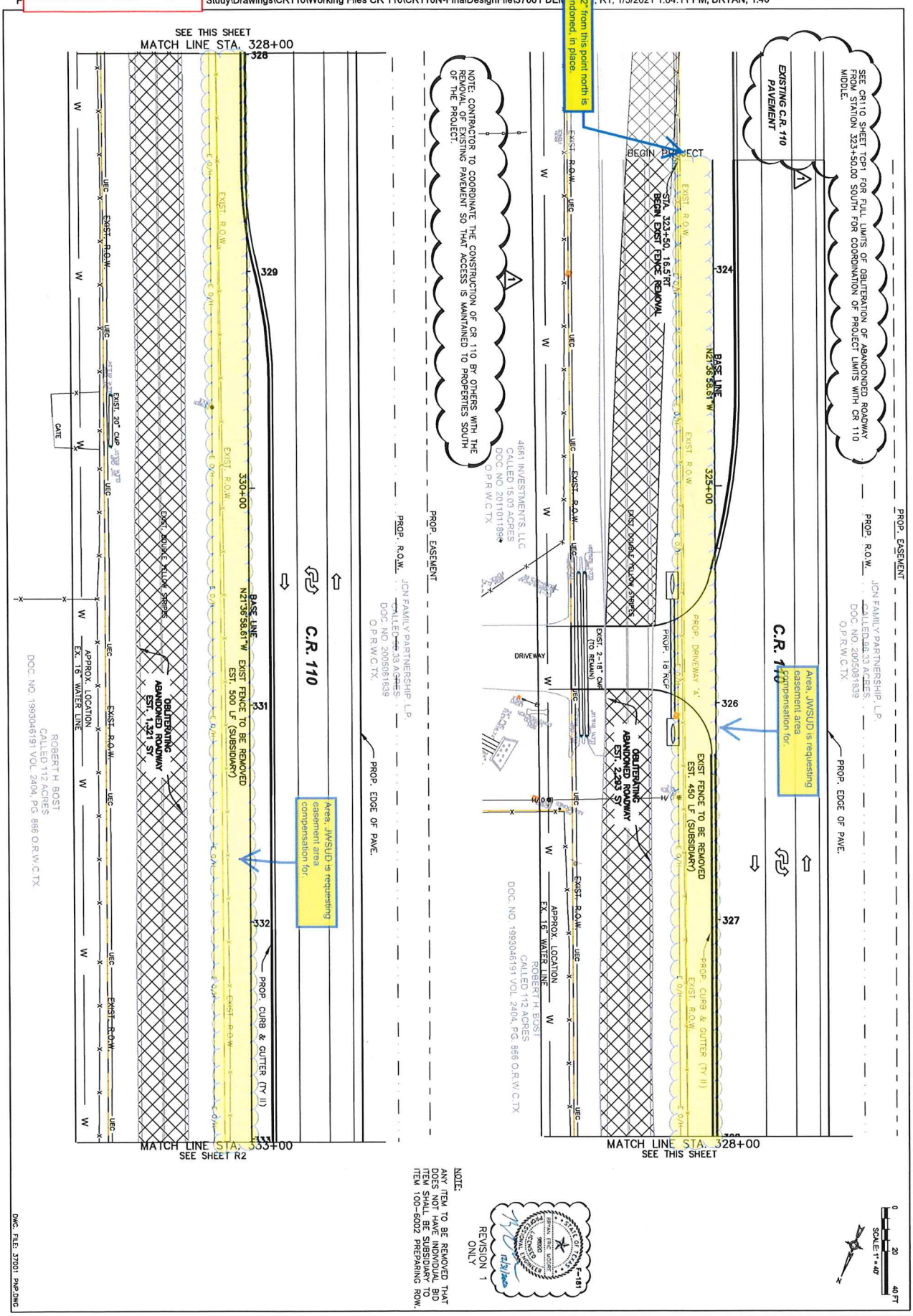
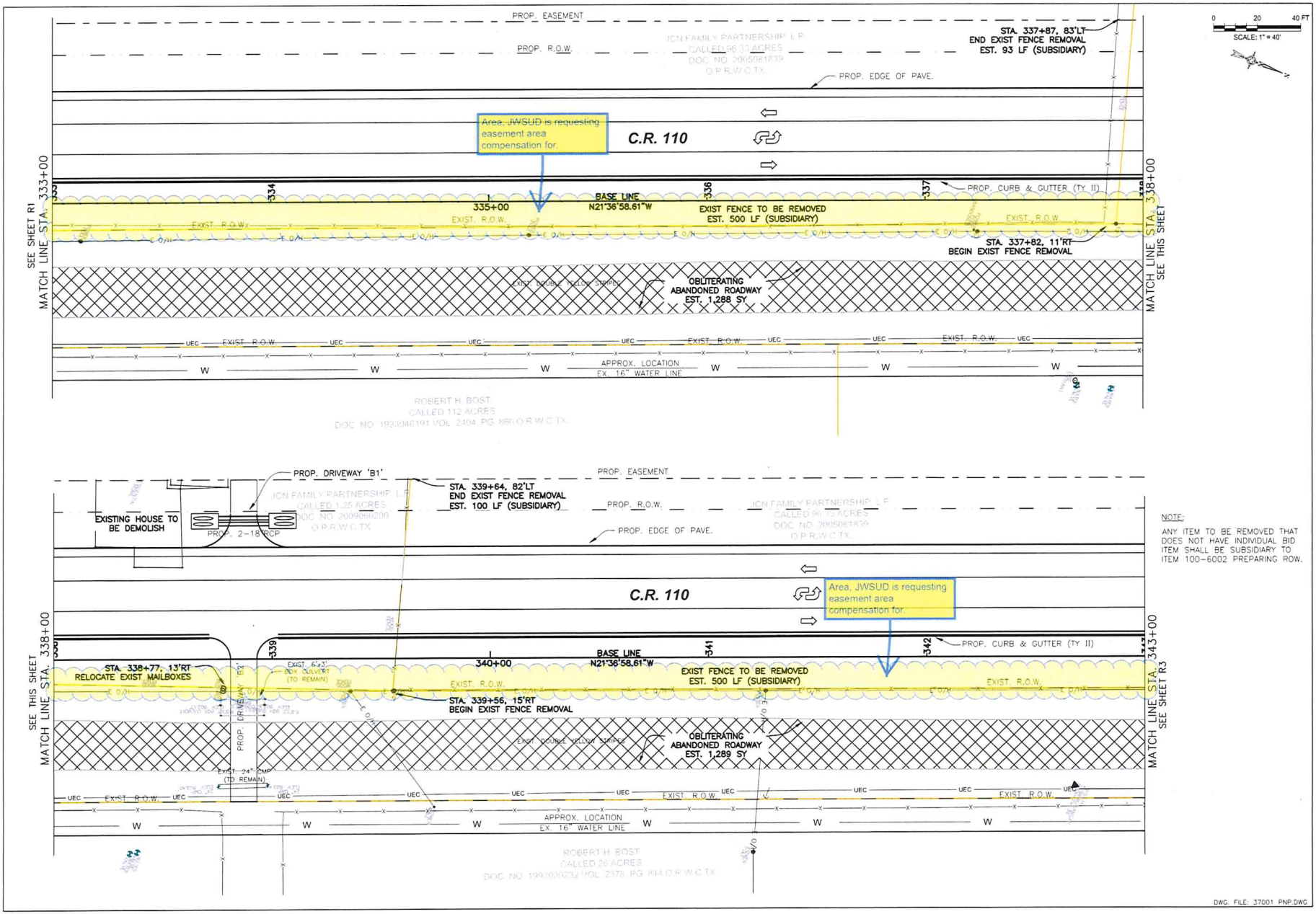

VALLEY VISTA
BELL GLEN ESTATES
HIGHLAND SOUTH
ERNEST W. KIMBRO
JOHN VALENTA & MYRA VALENTA
BRADLEY COCKRUM & WARDA COCKRUM
ANDREW L. & MADELINE ANTHONY
JACK D. & DANIELLA MOORE
DANIEL RANGEL & ANNA C. RANGEL
HOMER R. & BARBARA THOMAS
ROBERT BOST & MARY BOST
SAMUEL DARLINGTON & ALIDA DARLINGTON
CHARLES N. AVERY III TRUSTEE
WALLACE DANIEL, JR.

EXHIBIT "C"



WILLIAMSON COUNTY	HEJL, LEE & ASSOCIATES, INC.	NO.	DR	CK	DATE
COUNTY ROAD 110 NORTH	ENGINEERING • SURVEYING • PLANNING				
DEMOLITION PLAN	321 ED SCHMIDT BLVD., SUITE 100				
STA. 323+50 TO STA. 333+00	HUTTO, TX 78634				
DESIGNED BY: -	Ph:(512) 642-3292 FAX:(512) 642-4230				
DRAWN BY: -	TBPE FIRM NO. F-755, TBPLS FIRM NO. 10058500				
REVIEWED BY: CL					
APPROVED BY: DPH					
PROJECT NO.: 37001					
DATE: 3-30-16					
SCALE: AS SHOWN					
DWG. NO. R1					
SHEET 424					

REVISIONS



NO.	DR	CK	DATE	DESCRIPTION
				REVISIONS

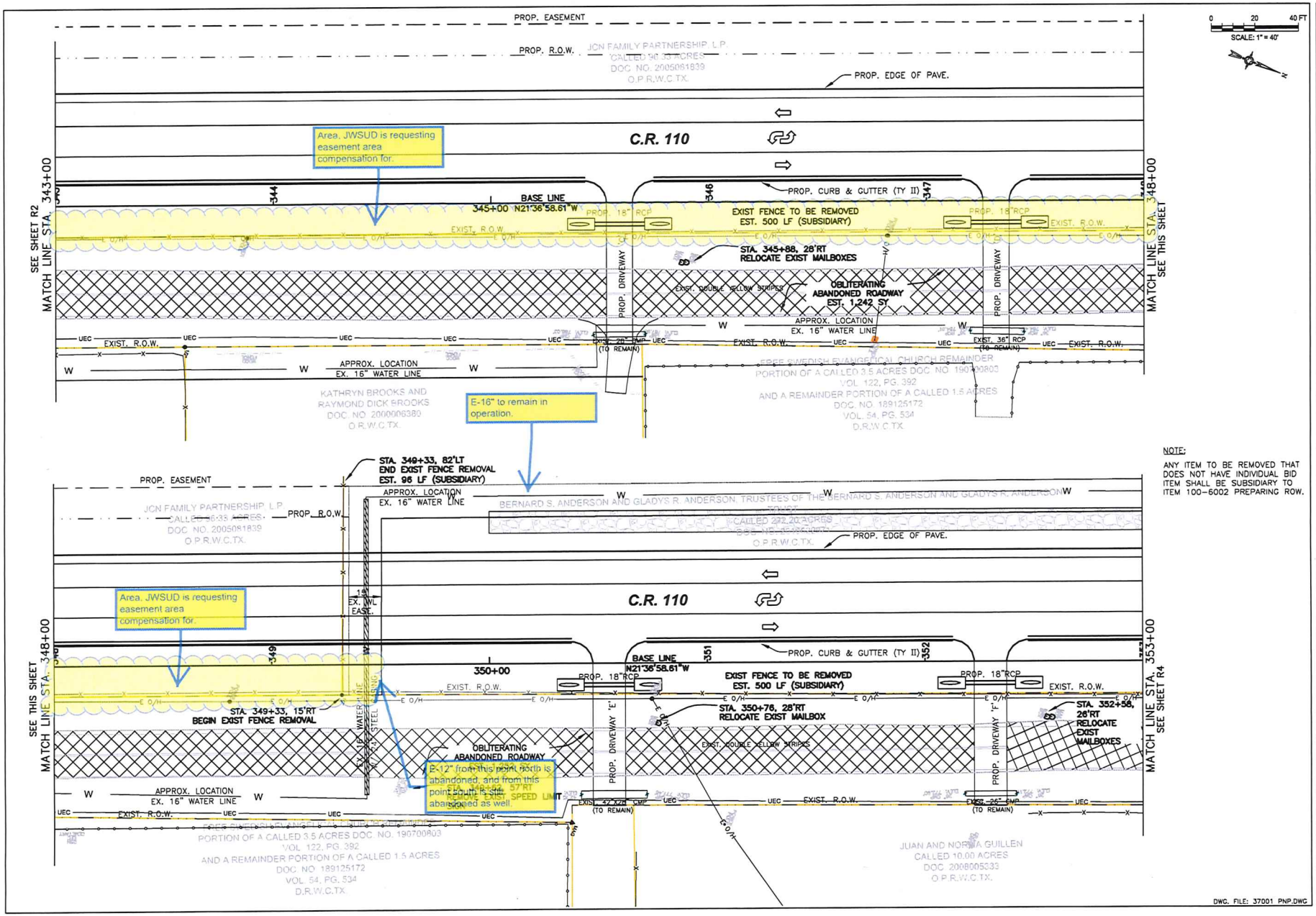
HEJL, LEE & ASSOCIATES, INC.
ENGINEERING · SURVEYING · PLANNING
321 ED SCHMIDT BLVD., SUITE 100
HUTTO, TX 78634
Ph (512) 642-3292 FAX (512) 642-4230
TBPE FIRM NO. F-755, TBPLS FIRM NO. 10058500

CHIEN Y. LEE
66022
REGISTERED
PROFESSIONAL ENGINEER
3-30-16

WILLIAMSON COUNTY
COUNTY ROAD 110 NORTH
DEMOLITION PLAN
STA. 333+00 TO STA. 343+00

WILLIAMSON COUNTY

DESIGNED BY:	-
DRAWN BY:	-
REVIEWED BY:	CL
APPROVED BY:	DPH
PROJECT NO.:	37001
DATE:	3-30-16
SCALE:	AS SHOWN
DWG. NO.	R2
SHEET	425



NOTE:

ANY ITEM TO BE REMOVED THAT DOES NOT HAVE INDIVIDUAL BID ITEM SHALL BE SUBSIDIARY TO ITEM 100-6002 PREPARING ROW.

NO.	DR	CK	DATE	DESCRIPTION
				REVISIONS

HEJL, LEE & ASSOCIATES, INC.
ENGINEERING · SURVEYING · PLANNING
321 ED SCHMIDT BLVD., SUITE 100
HUTTO, TX 78634
Ph:(512) 642-3292 FAX:(512) 642-4230
TBPE FIRM NO. F-755, TBPLS FIRM NO. 10058500

STATE OF TEXAS
CHIEN Y. LEE
66022
REGISTERED
PROFESSIONAL ENGINEER
3-30-16

WILLIAMSON COUNTY
COUNTY ROAD 110 NORTH
DEMOLITION PLAN
STA. 343+00 TO STA. 353+00

WILLIAMSON COUNTY
1848

DESIGNED BY:	-
DRAWN BY:	-
REVIEWED BY:	CL
APPROVED BY:	DPH
PROJECT NO.:	37001
DATE:	3-30-16
SCALE:	AS SHOWN
DWG. NO.	R3
SHEET	426

Commissioners Court - Regular Session **32.**

Meeting Date: 06/14/2022

TXDOT AFA Resolution

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 Resolution with TXDOT for an agreement for a strategic priority on-system project which will allow for preliminary engineering (schematic, environmental, utilities, right-of-way), plans, specifications and estimates (PS&E), and construction of the following in Williamson County: Funding Source: Road Bonds P332

A. CSJ #3486-01-008: Widen FM 3349, from US 9 to CR 404, to a 4-lane divided roadway with grade separation at UPRR at US 79.
B. CSJ #0204-02-034: Construct new interchange on US 79 at FM 3349 & CR 101

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/08/2022 08:50 AM
Form Started By: Charlie Crossfield		Started On: 06/07/2022 06:00 PM
Final Approval Date: 06/08/2022		

TxDOT:					Federal Highway Administration:	
CSJ #	3486-01-008, 0204-02-034				CFDA No.	20.205
District #	14	AFA ID	X00001112		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246					
Project Name	FM 3349-US 79 Intersection Project				*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION

STATE OF TEXAS * ***THE COMMISSIONERS COURT OF***

COUNTY OF WILLIAMSON * ***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the 14th day of June 2022, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, improvements to FM 3349, US 79, and CR 101 are proposed for construction, as further described below (the "Project"). This Project is an element of the 2019 Road Bond Program; and

WHEREAS, the project would improve safety and mobility for local traffic conditions at this location; and

WHEREAS, the County has moved forward with project development of the Project, including environmental clearance, construction design, and utility coordination; and

WHEREAS, an Agreement with TXDOT for a Strategic Priority Program On-System Project, which will allow for preliminary engineering (schematic, environmental, utilities, right-of-way), plans, specifications, and estimates (PS&E), and construction of the following Project in Williamson County, Texas:

A. CSJ #3486-01-008: Widen FM 3349, from US 79 to CR 404, to a 4-lane divided roadway with grade separation at UPRR at US 79.
B. CSJ #0204-02-034: Construct new interchange on US 79 at FM 3349 & CR 101

TxDOT:					Federal Highway Administration:	
CSJ #	3486-01-008, 0204-02-034				CFDA No.	20.205
District #	14	AFA ID	X00001112		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246					
Project Name	FM 3349-US 79 Intersection Project				*AFA Not Used For Research & Development*	

WHEREAS, costs are shared between local and State governments as outlined in an Advance Funding Agreement, and

Now therefore, the Williamson County Commissioners Court does hereby approve the Advance Funding Agreement, and enter into this agreement with the Texas Department of Transportation for the Project referenced above by the two CSJ#, with the County's share of the costs as stated in the Advance Funding Agreement plus any cost overruns. The County Judge is authorized to execute all documents necessary to complete this transaction.
RESOLVED this___day of_____, 2022.

_____
Bill Gravell Jr., County Judge

Attest:

_____
Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **33.**

Meeting Date: 06/14/2022

TXDOT AFA

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 Advance Funding Agreement with TXDOT for strategic priority on-system project which will allow for preliminary engineering (schematic, environmental, utilities, right-of-way), plans, specifications and estimates (PS&E), and construction of the following in Williamson County: Funding Source: Road Bonds P332

CSJ #3486-01-008: Widen FM 3349, from US 9 to CR 404, to a 4-lane divided roadway with grade separation at UPRR at US 79.
CSJ #0204-02-034: Construct new interchange on US 79 at FM 3349 & CR 101

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AFA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/08/2022 08:50 AM
Form Started By: Charlie Crossfield		Started On: 06/07/2022 06:10 PM
Final Approval Date: 06/08/2022		

TxDOT:					Federal Highway Administration:	
CSJ #	3486-01-008, 0204-02-034				CFDA No.	20.205
District #	14	AFA ID	Z00001112		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246					
Project Name	FM 3349-US 79 Intersection Project				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Strategic Priority Program
On-System Project

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115814, 116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **US 79 interchange at FM 3349.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**Local Government**	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the preliminary engineering (shematic, environmental, utilities, right-of-way), plans, specifications and estimates (PS&E), and construction of the following:

A. CSJ #**3486-01-008**: Widen FM 3349, from US 79 to CR 404, to a 4-lane divided roadway with grade separation at UPRR at US 79.

B. CSJ #**0204-02-034**:Construct new interchange on US 79 at FM 3349 & CR 101.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may

be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local

Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide

the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local

Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local

Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements

acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
County of Williamson ATTN: County Judge 710 S Main St. Suite 101 Georgetown, TX 78626	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement 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 manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the

Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor 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 Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 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.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

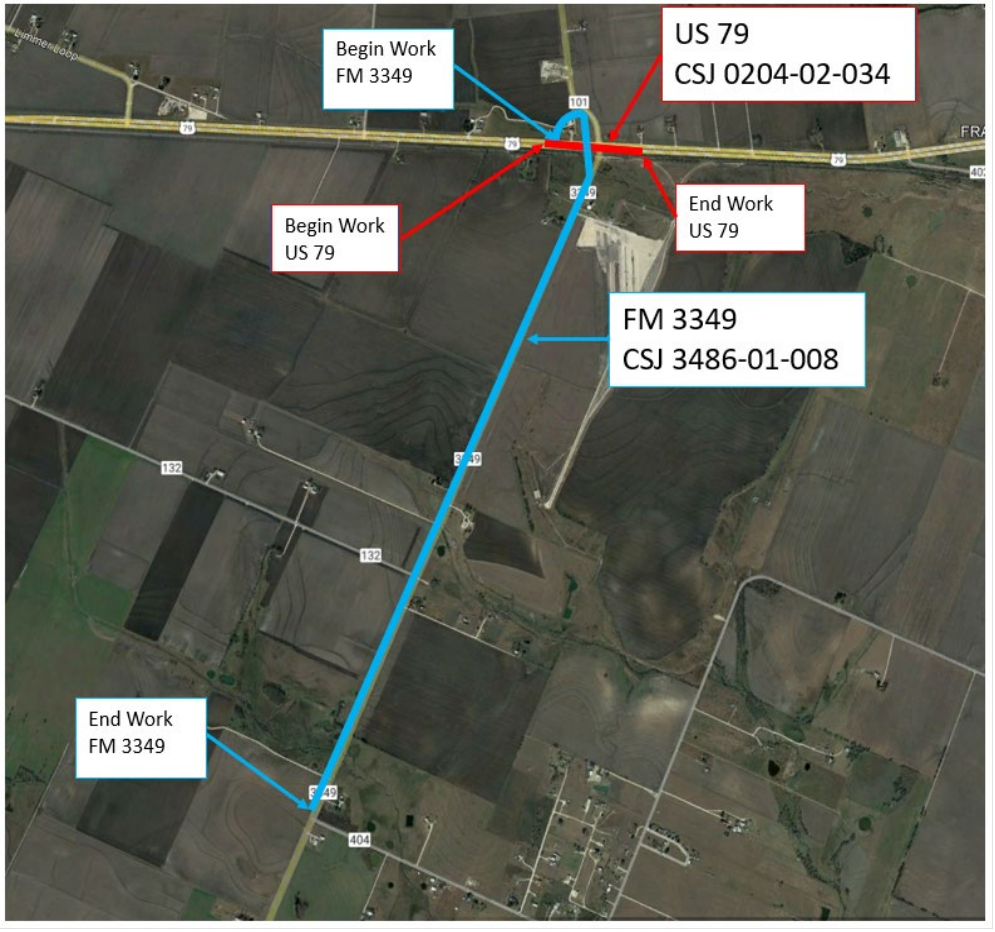
Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
_____	_____
Signature	Signature
Kenneth Stewart	Bill Gravell, Jr.
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	County Judge
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

TxDOT:					Federal Highway Administration:	
CSJ #	3486-01-008, 0204-02-034				CFDA No.	20.205
District #	14	AFA ID	Z00001112		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246					
Project Name	FM 3349-US 79 Intersection Project				*AFA Not Used For Research & Development*	

TxDOT:					Federal Highway Administration:	
CSJ #	3486-01-008, 0204-02-034				CFDA No.	20.205
District #	14	AFA ID	Z00001112		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246					
Project Name	FM 3349-US 79 Intersection Project				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:	
CSJ #	3486-01-008, 0204-02-034			CFDA No.	20.205
District #	14	AFA ID	Z00001112	CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246				
Project Name	FM 3349-US 79 Interchange Project			*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

The construction costs, including the railroad construction costs will be allocated based on a fixed amount of State funding and applicable Local Government funding until funding reaches the maximum obligated amounts shown in the table. Any construction cost overruns will be covered by future TxDOT and/or LG project deferrals in the TxDOT Austin District, the LG, or by other arrangements facilitated by the LG as negotiated between TxDOT and the LG. The LG shall be responsible for 100% cost including overruns for Engineering, Environmental, and Right of Way.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government/LG)	$6,900,000	0%	$0	100%	$6,900,000
Env. 3486-01-008 (by LG)	$1,700,000	0%	$0	100%	$1,700,000
ROW 3486-01-008 (by LG)	$9,500,000	0%	$0	100%	$9,500,000
Construction 3486-01-008 (by LG)	$65,870,000	100%	$65,870,000	$0	$0
Construction 3486-01-008 (by LG)	$3,430,000	100%	$3,430,000	$0	$0
Construction 0204-02-034 (by LG)	$1,250,000	100%	$1,250,000	0%	$0
Construction 0204-02-034 (by LG)	$150,000	100%	$150,000	0%	$0
Subtotal	$88,800,000		**$ 70,700,000**		$18,100,000
Environmental Direct State Costs	$444,000	100%	$444,000	0%	$0
Right of Way Direct State Costs	$111,000	100%	$111,000	0%	$0
Engineering Direct State Costs	$666,000	100%	$666,000	0%	$0
Utility Direct State Costs	$111,000	100%	$111,000	0%	$0
Construction Direct State Costs	$444,000	100%	$444,000	0%	$0
Indirect State Costs (4.77%)	$4,235,760	100%	$4,235,760	0%	$0
TOTAL	$94,811,760		$76,711,760		$18,100,000

Initial payment by the Local Government to the State: $0.00
Payment by the Local Government to the State before construction: $0.00
Estimated total payment by the Local Government to the State $0.00

TxDOT:					Federal Highway Administration:	
CSJ #	3486-01-008, 0204-02-034				CFDA No.	20.205
District #	14	AFA ID	Z00001112		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246					
Project Name	FM 3349-US 79 Interchange Project				*AFA Not Used For Research & Development*	

The total amount of State participation shall not exceed the amount appearing above. This is an estimate.The final amount of Local Government participation will be based on actual costs.

TxDOT:					Federal Highway Administration:	
CSJ #	3486-01-008, 0204-02-034				CFDA No.	20.205
District #	14	AFA ID	Z00001112		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50246					
Project Name	FM 3349-US 79 Intersection Project				*AFA Not Used For Research & Development*	

ATTACHMENT A
Resolution

Commissioners Court - Regular Session **34.**

Meeting Date: 06/14/2022

Liberty Hill Bypass Relocation Claim

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 relocation supplement claim with Raymond and Pamela Cantrell for replacement housing costs for right of way that was acquired as part of the Liberty Hill Bypass project (Parcel 45). Funding Source: Road Bonds P346

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Relocation Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/08/2022 08:55 AM
Form Started By: Charlie Crossfield		Started On: 06/07/2022 06:26 PM
Final Approval Date: 06/08/2022		

Texas Department of Transportation

Form ROW-R-113
(Rev. 07/11)

CLAIM FOR PAYMENT OF

☐ **Down Payment** ☒ **Housing Supplement**

Print or Type All Information - Read Rules on Reverse Side

1. Name of Claimant(s):
Raymond & Pamala Cantrell

Parcel No.: 45 | County: Williamson

ROW CSJ: N/A | Project No.: N/A

2. Property Acquired by County:
By: ☒ Negotiation ☐ Condemnation
Address: 901 Stubbelfield Ln., Liberty Hill, TX 78642

Apt. No.: Site No.:

3. Replacement Housing Address:
[redacted]

Apt. No.: Site No.:

4. Occupancy of State-Acquired Property
From (Date): 1984
To (Date of Move): 4/31/2021
☒ Owner-Occupant ☐ Tenant
☒ House ☐ Apartment
☐ Mobile Home ☐ Sleeping Room

5. Replacement Housing Data
a. Date of Physical Occupancy of Replacement Housing:
6/2/2022
b. Filing Date of Instrument of Conveyance:
03/05/2021
c. Purchase Price of Replacement Dwelling:
$[redacted]

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiations	10	5	2020
b. Date Property Acquired	03	05	2021
c. Date Required to Move	04	31	2021

7. Type and Amount of Claim: Housing Supplement $98,000.00
Requested to draw on Housing Supplement to continue building replacement home.
a. Remaining balance of $22,298.02 to claim at completion of replacement home build.

b. Down Payment: $

8. Payment of this claim in the amount shown in Block 7 is requested. I certify that this move was made as a result of the acquisition of property for highway purposes. The information submitted herewith is true and correct and that the dwelling I now occupy meets the standards for decent, safe and sanitary housing to the best of my knowledge and belief.

6/2/2022
Date of Claim

Pamela Cantrell
Claimant

Raymond Cantrell
Claimant

Spaces Below to be Completed by State

Show computations necessitated by previous payments or awards in condemnation on reverse side

The dwelling at the address under Block 3 above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

6/2/22 Final Inspection
Date of Inspection

Laurie Miller
Inspected By - Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information shown herein is correct. This claim is recommended for payment as follows:

Amount of $22,298.02

Date: _____ By: _____
Right of Way Manager

R113

PINNACLE
CONSULTING MANAGEMENT GROUP, INC.

Memo

Date:	June 7, 2022
Project:	Liberty Hill Bypass
To:	Don Childs, Lisa Dworaczyk, - Sheets & Crossfield, P.C.
From:	Daniel Shaw
Subject:	Parcel 45 - Replacement Housing Payment Supplement Request – Final Payment of RHP Payment

Please find the relocation replacement housing supplement payment request for the final payment of the RHP payment for the completion of the construction of the replacement home. Enclosed are the following documents:

- R-113
- Excel Spread Sheet Showing Allocation of Funds
- Paid invoices, Cancelled Checks for Work Completed with Photos
- Copy of the Certification of Eligibility

The Cantrell's purchased land to build a replacement home. They made this decision because they could not find a home and property like their acquired property and / or a property to stay on the market long enough to put in an offer.

The Cantrell's have completed the construction of their replacement home. Mr. and Mrs. Cantrell would like to request the final payment on their approved housing supplement funds for the completion of the construction of the home. So far, the Cantrell's have used all the acquisition funds towards the purchase of the property and the construction of their replacement home. A spread sheet is attached to show how the funds have been used.

Remaining Balance of RHP - $22,298.02 to be paid at completion of the Construction -Final RHP Claim

Should any additional information be needed to process this request, please contact at 512-413-4012 or by email at lmiller@pinnaclegroup.biz.

Respectfully,



Daniel Shaw, R/RAC, R/W-NAC
Project Manager

Enclosures

Texas Department of Transportation
Form ROW-R-116
(Rev. 07/11)

REPLACEMENT HOUSING INSPECTION

Name of Claimant: **Raymond & Pamala Cantrell**	Parcel No.: **45**	County: **Williamson**
	ROW CSJ: N/A	Project No.: N/A

Address: [redacted]
Apt No.: Site No.:

Number of Displaced Persons in Family: **2** Purchase Price or Monthly Rent: [redacted]

Replacement Dwelling

House ☒ Duplex ☐ Apartment ☐ Sleeping Room ☐

Mobile Home: Width: Length:		Other:	
Floor Space: **1,800 sq. ft.**	No. Rooms: **6**	No. Bedrooms: **3**	No. Baths: **2**

Dwelling Inspection

Yes	No		Yes	No	
☒	☐	1. Meets all applicable building codes	☒	☐	6. Has Provisions for artificial lighting in each room
☒	☐	2. Has required potable water	☒	☐	7. Is structurally sound, in good repair and adequately maintained
☒	☐	3. Has required kitchen facilities	☒	☐	8. Has required safe means of egress
☒	☐	4. Has required heating system	☒	☐	9. Has required habitable floor space
☒	☐	5. Has required bathroom facilities			

Comments: Beautiful home, meets DS&S standards

The dwelling at the address above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

June 2, 2022
Date of Inspection

Laurie Miller
Inspected By - Signature

Liberty Hill Bypass Project
Parcel 45 - Cantrells

Receipts for Items Used in Construction of Replacement Home

Business	Items Purchased	Amount
Metal Mart	Roofing Material	$11,075.14
Home Depot	Doors	$2,315.67
Metal mart	Roofing Material	$10,568.29
	Total	$23,959.10

5/31/2022

To whom it may concern at Williamson County,

This letter is a request for $22,298.02 which is the final amount due to us from the $98,000 the state added to the sale of our house and 2 acres located at 901 Stubblefield in Liberty Hill. We have completed the house located at 3697 CR 106 Llano Texas.

Listed below are the totals for what we have spent towards completing our new home.

Metal Mart	Roofing metal	$11,075.14
Home Depot	Doors	$2,315.67
Metal Mart	Roofing Metal	$10,568.29

Pamela Carter

Royal Carter

Store Information
Metal Mart #47
3501 E. State Hwy. 29
Burnet, TX 78611
Phone Number: (512) 756-4433
Fax Number: (512) 756-7384
Email: metalmart47@mcelroymetal.com

Metal Mart™
The Southwest's Number One Consumer Supplier of Metal Roofing

Invoice No: 0247060002015
Invoice Date: 11/16/2021
Transaction No: 2015
Register No: 06

INVOICE

Customer Information
Customer Number: 024703000971
Address Info:
RAYMOND CANTRELL
901 STUBBLEFIELD
LIBERTY HILL, TX 78642
[redacted]

Shipping Information
Pickup From Store

Line No	Taxable	Item Number	Description	Qty	Length	U/M	Ext. Qty	Price	Ext. Price
1	Y	80282	8" X 2 1/2" X 14 GA X 1/2" PRIMED CEE IMPORTED	10	20' 0"	LF	200.00	$ 4.8990	$979.80
2	Y	80282	8" X 2 1/2" X 14 GA X 1/2" PRIMED CEE IMPORTED	20	25' 0"	LF	500.00	$ 4.8990	$2,449.50
3	Y	80437	14 GA 6 3/16" X 3" X LF RECEIVER CHANNEL	30	20' 0"	LF	600.00	$ 3.8990	$2,339.40
4	Y	80281	6" X 2" X 14 GA X 5/8" X LF PRIMED CEE IMPORTED	52	20' 0"	LF	1,040.00	$ 3.8990	$4,054.96
5	Y	80364	4" X 4" X 14 GA X 24' PAINTED SQUARE TUBING	4		EA	4.00	$ 150.0000	$600.00

Number of Items: 5
Total Weight: 6,730.00
Terms:
Notes:

Non Tax Items: $	0.00
Taxed Items: $	10,423.66
Sub Total:	10,423.66
Sales Tax (6.250%):	$651.48
Invoice Total:	$11,075.14

Payment Methods:

Payment Date	Payment Type	Amount
11/16/2021	Credit Card [redacted]	$11,075.14

Loaded By _____

Received By _____

Customer Signature _____

11/16/2021 01:12:03 PM

This is a Invoice for the materials listed only. It does not include any construction job or a completed building. If additional material is needed, it must be purchased at current price. Pricing is subject to change without notice. Metal Mart does not engage in, nor is it responsible for the following: general contracting, proper installation of material, endorse or recommend specific contractors for installation, guarantee work performed by any contractor. Any contractors' names provided by Metal Mart are offered only as a convenience to our customers, and we strongly suggest checking references of any

Customer Receipt

11/23/2021, 3:46 PM CST

Sales Person RXS2MA0 **Store Phone #** (512) 868-3682

Store # 6538 **Location** 1303 RIVERY BLVD, GEORGETOWN, TX 78628

Customer Information

[redacted]
RAYMOND CANTRELL
901 STUBBLEFIELD LN
LIBERTY HILL, TX 78642

Order # H6538-233158

Receipt # 6538 00097 03778

PO / Job Name home

Carryout

Runner Name
0

	Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
01	Steves & Sons 36 in. x 80 in. Reliant Half Lite LHIS White Micro-Blind Primed White Fiberglass Prehung Front Door with Nickel Hinges **DISCOUNT $41.34 OFF**		1005546124	~~$437.00 / each~~ $395.66 / each	2	$791.32
02	Ply Gem 35.25 in. x 35.25 in. 300 Series Bronze Aluminum Single Hung Window with LowE Glass, Screen Included **DISCOUNT $13.52 OFF**		643483	~~$119.00 / each~~ $105.48 / each	2	$210.96
03	DAP Weldwood 128 fl. oz. Original Contact Cement		465631	$41.48 / each	1	$41.48
04	Unbranded 1.0 in. Chip Flat Brush		130222	$1.27 / each	1	$1.27
05	Unbranded 2 in. Flat Chip Brush		130249	$1.48 / each	1	$1.48
06	Georgia-Pacific 3.75 in. x 90 ft. ForceField Premium Tape		1006128934	$25.48 / each	1	$25.48
07	Steves & Sons Reliant 36 in. x 80 in. Right Hand 3/4 Oval Patriot Decorative Glass White Primed Fiberglass Prehung Front Door		1005577587	$364.00 / each	1	$364.00
08	Ply Gem 35.25 in. x 59.25 in. 300 Series Bronze Aluminum Single Hung Window with LowE Glass, Screen Included **DISCOUNT $47.36 OFF**		640216	~~$188.00 / each~~ $140.64 / each	5	$703.20

Customer Receipt

11/23/2021, 3:46 PM CST

Sales Person RXS2MA0 **Store Phone #** (512) 868-3682

Store # 6538 **Location** 1303 RIVERY BLVD, GEORGETOWN, TX 78628

Order # H6538-233158 **Receipt #** 6538 00097 03778

90 DAY RETURN POLICY. The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in the stores for details.

Pro Xtra 2021 Member Statement (as of 11/22)

Pro Xtra Spend	Pro Xtra Savings
$2,159.47	$186.74

Visit ProXtra: https://www.homedepot.com/c/Pro_Xtra

Subtotal	$2,485.71
Discounts	-$346.52
Sales Tax	$176.48
Order Total	$2,315.67

Payment Method

Master Car[redacted] **Charged** $2,315.67

Take a short survey for a chance TO WIN A $5,000 Home Depot Gift Card. Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. No Purchase necessary. See complete rules on www.homedepot.com/survey

User ID: GVM3 14383 7942 **Password:** 21573 7845

Store Information
Metal Mart #47
3501 E. State Hwy. 29
Burnet, TX 78611
Phone Number: (512) 756-4433
Fax Number: (512) 756-7384
Email: metalmart47@mcelroymetal.com

Metal Mart™
The Southwest's Number One Consumer Supplier of Metal Roofing

Order No: 024702009705
Order Date: 12/02/2021
Transaction No: 25948
Order Status: Order Procured

CUSTOMER ORDER

Customer Information
Customer Number: 024703000971
Address Info:
RAYMOND CANTRELL
901 STUBBLEFIELD
LIBERTY HILL, TX 78642
[redacted]

Shipping Information
Pickup From Store

Line No	O/S	Taxable	Item Number	Description	Qty	Length	U/M	Ext. Qty	Price	Ext. Price
1	O	Y	15090	MINI-RIB PVF IVORY 29 GA X 38 1/4	10	6' 0"	LF	60.00	$5.2990	$317.94
	Packaging: 5									
2	O	Y	12838	R-PANEL-PB GALVALUME PLUS 26 GA X 39 1/8 GR80	44	17' 2"	LF	755.48	$4.8990	$3,701.10
3	O	Y	12838	R-PANEL-PB GALVALUME PLUS 26 GA X 39 1/8 GR80	76	11' 7"	LF	880.08	$4.8990	$4,311.51
	Packaging: 5									
4	O	Y	48138	FLAT SHEET GALVALUME PLUS 26 GA X 41 9/16	13	5' 6"	LF	71.50	$5.5990	$400.33
	Packaging: 5									
	Item Comments: 13---------20" RIDGE 4/12									
5	O	Y	48138	FLAT SHEET GALVALUME PLUS 26 GA X 41 9/16	27	2' 4"	LF	62.91	$5.5990	$352.23
	Packaging: 5									
	Item Comments: 27--------R PANEL EAVE 2/12									
6	O	Y	48138	FLAT SHEET GALVALUME PLUS 26 GA X 41 9/16	8	3' 4"	LF	26.64	$5.5990	$149.16
	Packaging: 5									
	Item Comments: 8--------RES RAKE									
7	O	Y	48138	FLAT SHEET GALVALUME PLUS 26 GA X 41 9/16	7	4' 0"	LF	28.00	$5.5990	$156.77
	Packaging: 5									
	Item Comments: 7-------4 X 8 W-R 75 DEGREE									
8	O	Y	48138	FLAT SHEET GALVALUME PLUS 26 GA X 41 9/16	8	2' 3"	LF	18.00	$5.5990	$100.78
	Packaging: 5									
	Item Comments: 8-------MINI-HEAD									
9	O	Y	81886	R-PANEL I/S CLOSURE W/ADHESIVE 6477-A28I	92		EA	92.00	$1.1000	$101.20
10	O	Y	81887	R-PANEL O/S CLOSURE W/ADHESIVE 6477-A28O	56		EA	56.00	$1.1000	$61.60

12/02/2021 02:37:30 PM

This is an Order for the materials listed only. It does not include any construction or a completed building. If additional material is needed, it must be purchased at current price. Pricing is subject to change without notice. Metal Mart does not engage in, nor is it responsible for the following: general contracting, proper installation of material, endorse or recommend specific contractors for installation, guarantee work performed by any contractor. Any contractors' names provided by McElroy Metal Service Center are offered only as a convenience to our customers, and we strongly suggest checking

Store Information
Metal Mart #47
3501 E. State Hwy. 29
Burnet, TX 78611
Phone Number: (512) 756-4433
Fax Number: (512) 756-7384
Email: metalmart47@mcelroymetal.com

Metal Mart™
The Southwest's Number One Consumer Supplier of Metal Roofing

Order No: 024702009705
Order Date: 12/02/2021
Transaction No: 25948
Order Status: Order Procured

CUSTOMER ORDER

Customer Information
Customer Number: 024703000971
Address Info:
RAYMOND CANTRELL
901 STUBBLEFIELD
LIBERTY HILL, TX 78642
[redacted]

Shipping Information
Pickup From Store

Line No	O/S	Taxable	Item Number	Description	Qty	Length	U/M	Ext. Qty	Price	Ext. Price
11	O	Y	93661	#12-14 X 1" SD SEALER PLAIN	1800		EA	1,800.00	$0.1050	$189.00
12	O	Y	93697	1/4-14 X 7/8" LAP SD SEALER PLAIN	900		EA	900.00	$0.1050	$94.50
13	O	Y	93676	#12-14 X 1" SD SEALER IVORY	100		EA	100.00	$0.1050	$10.50

Note: O = Open; S = Shipped

Number of Items: 13
Total Weight: 5,702.39

Non Tax Items:	$ 0.00
Taxed Items:	$ 9,946.62
Sub Total:	$ 9,946.62
Sales Tax (6.250%):	$ 621.67
Total Amount:	$ 10,568.29
Total Paid:	$ 10,568.29
Balance Due:	$ 0.00

Payment History:

Payment Date	Payment Type	Amount
12/02/2021	Credit Card *[redacted]	$10,568.29

12/02/2021 02:37:30 PM

This is an Order for the materials listed only. It does not include any construction or a completed building. If additional material is needed, it must be purchased at current price. Pricing is subject to change without notice. Metal Mart does not engage in, nor is it responsible for the following: general contracting, proper installation of material, endorse or recommend specific contractors for installation, guarantee work performed by any contractor. Any contractors' names provided by McElroy Metal Service Center are offered only as a convenience to our customers, and we strongly suggest checking

Texas Department of Transportation
Form ROW-R-CE
(Rev. 03/16)

CERTIFICATION OF ELIGIBILITY

Project: Liberty Hill Bypass
Parcel: 45
Displacee: Raymond and Pamela Cantrell

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Pamela Cantrell
Claimant

Date: 11-4-20

Raymond Cantrell
Claimant

Date: 11.4-20

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

_____
Claimant

Date:

Commissioners Court - Regular Session **35.**

Meeting Date: 06/14/2022

CR404/FM973 Project - Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Julissa Vasquez, 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 CSW Taylor 973, LP for right of way needed on the Signals and CR404/FM973 project (Parcel 17). Funding Source: Road Bonds P390

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CSW17-CR404ROWContract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/09/2022 11:52 AM
Form Started By: Julissa Vasquez		Started On: 06/09/2022 11:21 AM
Final Approval Date: 06/09/2022		

REAL ESTATE CONTRACT
County Road 401 Right of Way—Parcel 17

THIS REAL ESTATE CONTRACT ("Contract") is made by **CSW TAYLOR 973, LP, a Texas limited partnership** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 2.431 acres (105,898 sq. ft.) tract of land out of the H. T. and B.R.R. Co. Survey No. 3, ABSTRACT NO. 317, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached. **(Parcel 17);**

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 described in Exhibit "A" shall be the sum of ONE MILLION FIFTY-EIGHT THOUSAND NINE HUNDRED EIGHTY and 00/100 Dollars ($1,058,980.00).

Payment of Purchase Price

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds 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 Longhorn Title Company on or before June 30, 2022, 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 monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

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

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance 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.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after the Effective Date to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed County Road 401 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

CSW TAYLOR 973, LP,
a Texas limited partnership

By: _____

Name: Robert O'Farrell

Its: Member

Date: June 8, 2022

Address: 1703 W. 5th, Ste 850
Austin, TX 78703

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

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

EXHIBIT "A"

County: Williamson
Parcel No.: 17
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

June 8, 2022

PROPERTY DESCRIPTION FOR PARCEL 17

DESCRIPTION OF A 2.431 ACRE (105,898 SQ. FT.) PARCEL OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY NO. 3, ABSTRACT NO. 317, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 2.444 ACRE TRACT OF LAND, DESCRIBED AS TRACT TWO IN A DEED TO CSW TAYLOR 973, LP, RECORDED JANUARY 3, 2022 IN DOCUMENT NO. 2022000222, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 2.431 ACRE (105,898 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a TXDOT type II bronze disk in concrete found 64.00 feet right of Farm to Market Road 973 (F.M. 973) Engineer's Centerline Station (E.C.S.) 261+40.67 on the existing east right-of-way line of F.M. 973, a 200 foot wide right-of-way, recorded in Volume 1717, Page 538, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and as depicted in TXDOT right-of-way strip map CSJ No. 2295-01-007, dated 1992, same being the west line of a called 72.402 acre tract of land, described as Tract One in said deed to CSW Taylor 973, LP, recorded in Document No. 2022000222, O.P.R.W.C.TX.;

THENCE N 07°26'52" E, with the existing east right-of-way line of said F.M. 973, a distance of 1,437.64 feet to a calculated point at the intersection of the existing east right-of-way line of said F.M. 973 as depicted in said strip maps, for the most westerly northwest corner of said 72.402 acre tract;

THENCE N 07°26'52" E, departing the existing east right-of-way line of said F.M. 973, over and across said F.M. 973, a distance of 168.57 feet to a calculated point (Surface Coordinates: N=10,170,414.95, E=3,205,856.60) 466.94 feet right of F.M. 973 E.C.S. 239+50.58 at the intersection of the existing east right-of-way line of said F.M. 973 as depicted in said strip maps, for the south corner of said 2.444 acre tract and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 07°26'52" E, with the existing east right-of-way line of said F.M. 973, a distance of 475.37 feet to a calculated point at the intersection of the existing east right-of-way line of said F.M. 973 and the existing south right-of-way line of C.R. 404, a variable width right-of-way as described to Williamson County in Volume 391, Page 637, D.R.W.C.TX., for the northwest corner of 2.444 acre tract and the parcel described herein, from which a TXDOT type II bronze disk in concrete found bears S 16°17'04" W, a distance of 0.65 feet;

2) **THENCE** S 82°29'25" E, departing the existing east right-of-way line of said F.M. 973, with the existing south right-of-way line of said C.R. 404, a distance of 569.94 feet to a calculated point on the existing right-of-way line of said F.M. 973, for the northeast corner of said 2.444 acre tract and the parcel described herein, said point being the beginning of a curve to the left;

THIS SPACE INTENTIONALLY LEFT BLANK

PROPERTY DESCRIPTION FOR PARCEL 17

3) **THENCE** departing the existing south right-of-way line of said C.R. 404, with the existing right-of-way line of said F.M. 973 and said curve to the left, an arc distance of 754.43 feet, through a delta 36°26'57", having a radius of 1,185.92 feet, and a chord that bears S 57°39'14" W, a distance of 741.77 feet to the **POINT OF BEGINNING**, and containing 2.431 acres (105,898 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

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

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

6/8/22

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

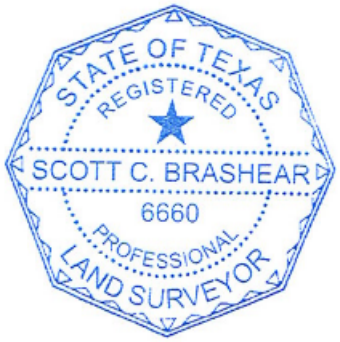
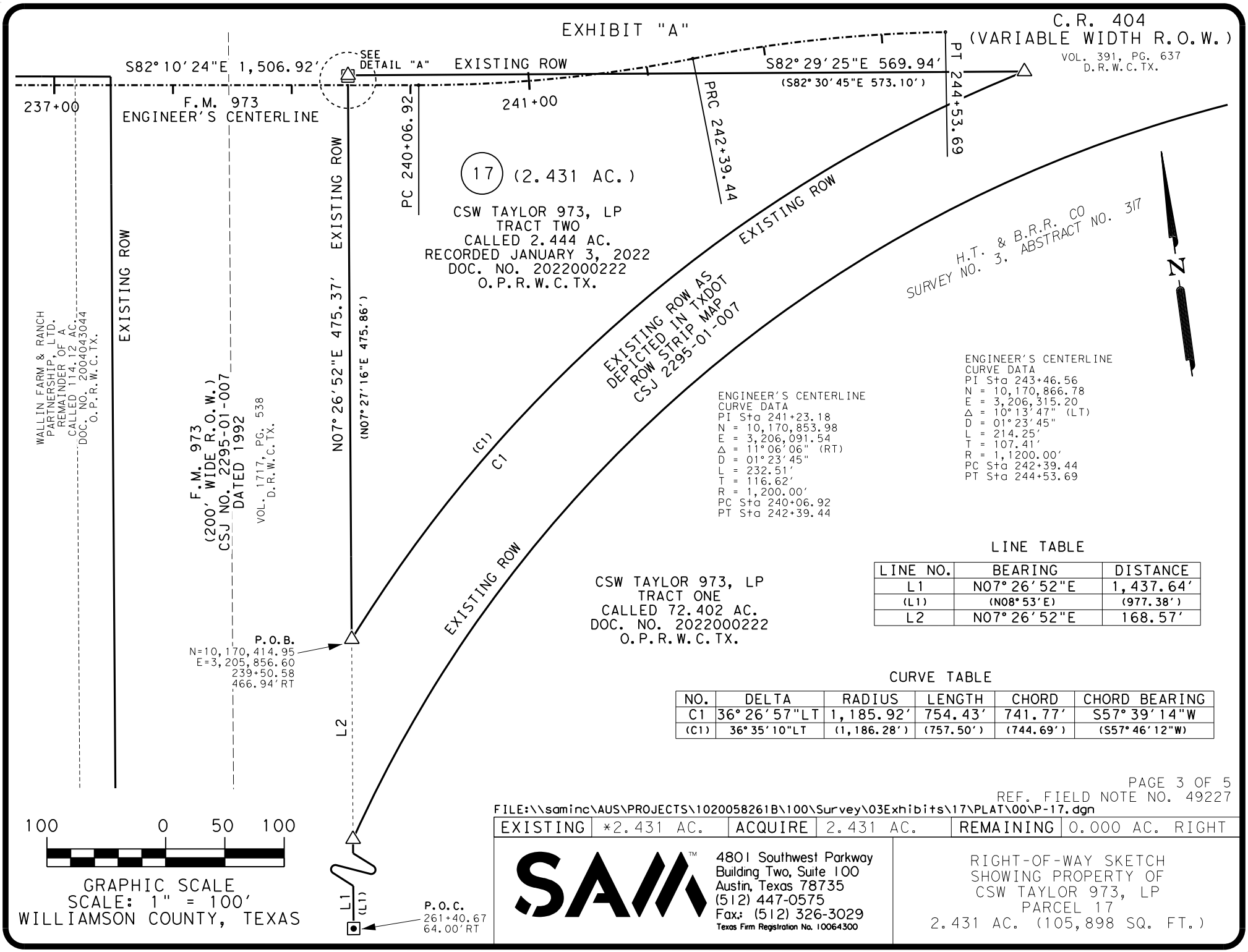


EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N07°26'52"E	1,437.64'
(L1)	(N08°53'E)	(977.38')
L2	N07°26'52"E	168.57'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	36°26'57"LT	1,185.92'	754.43'	741.77'	S57°39'14"W
(C1)	36°35'10"LT	(1,186.28')	(757.50')	(744.69')	(S57°46'12"W)

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 49227

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\17\PLAT\00\P-17.dgn

EXISTING	*2.431 AC.	ACQUIRE	2.431 AC.	REMAINING	0.000 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CSW TAYLOR 973, LP
PARCEL 17
2.431 AC. (105,898 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2200695, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 10, 2022, AND ISSUED DATE MARCH 21, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

A. EASEMENT AND RIGHT OF WAY DATED MARCH 31, 1937, EXECUTED BY JOHN MICHALIK TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 288, PAGE 42, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

B. EASEMENT DATED JANUARY 6, 1940, EXECUTED BY JOHN MICHALIK TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 302, PAGE 220, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

C. EASEMENT DATED DECEMBER 20, 1944, EXECUTED BY JOHN M. MICHALIK AND JOSIE MICHALIK TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 325, PAGE 447, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

D. EASEMENT DATED APRIL 27, 1959, EXECUTED BY JOHN M. MICHALIK AND JOSIE MICHALIK TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 430, PAGE 601, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

E. EASEMENT DATED MAY 12, 1971, EXECUTED BY JOSIE MICHALIK, A WIDOW TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, RECORDED IN VOLUME 525, PAGE 499, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

F. EASEMENT DATED NOVEMBER 26, 1976, EXECUTED BY JOSEPHINE MICHALIK AND MRS IVAN HAMAN TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 705, PAGE 824, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

G. RIGHT OF WAY EASEMENT DATED SEPTEMBER 27, 1982, EXECUTED BY IRENE HAMANN AND IVAN W. HAMANN TO MANVILLE W. S. C., RECORDED IN VOLUME 925, PAGE 651, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)

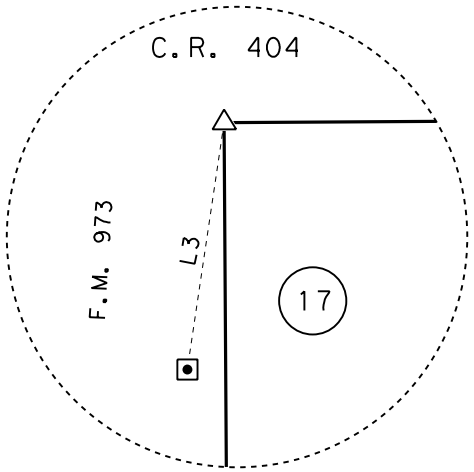
H. THE RIGHTS OF LOWER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT TO ISSUE BONDS AND LEVY TAXES.

I. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS THAT ARE NOT LISTED.

J. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.

K. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY ONLY)

L. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND." (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY)



DETAIL "A"
NOT TO SCALE

REF. FIELD NOTE NO. 49227

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\17\PLAT\00\P-17.dgn

EXISTING	*82.406 AC.	ACQUIRE	2.431 AC.	REMAINING	79.975 AC. RIGHT

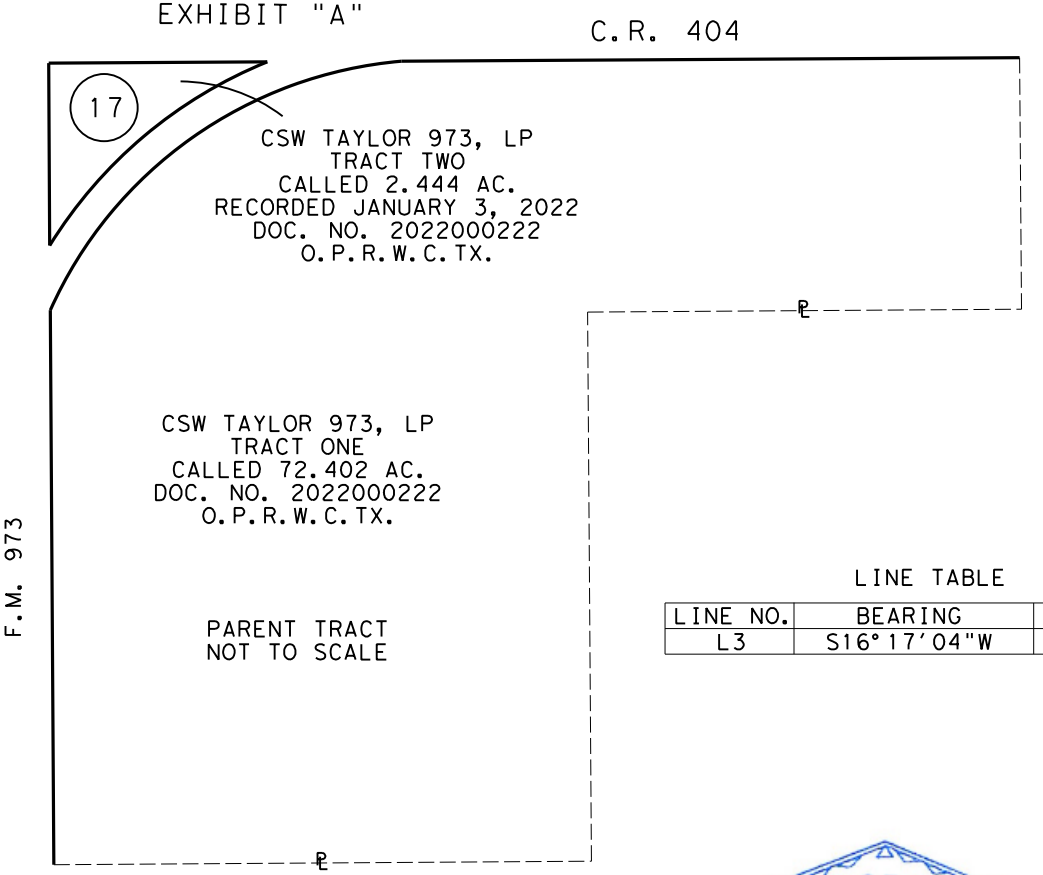
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CSW TAYLOR 973, LP
PARCEL 17
2.431 AC. (105,898 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
– – –	DISTANCE NOT TO SCALE
– – –	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L3	S16°17'04"W	0.65'

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAN TITLE INSURANCE COMPANY, GF NO. GT2200695, EFFECTIVE DATE MARCH 10, 2022, AND ISSUED DATE MARCH 21, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 404 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

6/8/22
DATE

REF. FIELD NOTE NO. 49227
FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\17\PLAT\00\P-17.dgn

EXISTING	*2.431 AC.	ACQUIRE	2.431 AC.	REMAINING	0.000 AC. RIGHT

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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CSW TAYLOR 973, LP
PARCEL 17
2.431 AC. (105,898 SQ. FT.)

EXHIBIT "B"

Parcel 17

DEED
County Road 401/404 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 **CSW TAYLOR 973, LP, a Texas limited partnership**, 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 (the "Property"):

> All of that certain 2.431 acre (105,898 sq. ft.) tract of land out of the H. T. and B.R.R. Co. Survey No. 3, ABSTRACT NO. 317, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached. (**Parcel 17**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, 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.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. In connection with such reservation, Grantor waives, for itself and Grantor's heirs, successors, and assigns, and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor, including without limitation, the right to use the surface of the Property in exploring for, testing for, drilling for, extracting, producing, taking, processing, storing, or otherwise developing oil, gas, and/or hydrocarbons of any kind or nature, and/or minerals of any kind or nature from the Property.

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 _____, 2022.

[signature pages follow]

GRANTOR:

CSW TAYLOR 973, LP,
a Texas limited partnership

By: _____

Name: Robert O'Farrell

Its: Member

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 8th day of June, 2022 by Robert O'Farrell, in the capacity and for the purposes and consideration recited therein.

PAULA VERDUZCO ROBERTSON
Notary Public, State of Texas
Comm. Expires 07-02-2024
Notary ID 132550522

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
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 **36.**

Meeting Date: 06/14/2022

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 SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 332
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for Bud Stockton Extension.
g) Discuss the acquisition of real property for CR 305/307.
h) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
i) Discuss the acquisition of real property for CR 111.
j) Discuss the acquisition of real property for Corridor H
k) Discuss the acquisition of real property for future SH 29 corridor.
l) Discuss the acquisition of right-of-way for Hero Way.
m) Discuss the acquisition of right-of-way for Corridor C.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor D.
p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
q) Discuss the acquisition of right-of-way for Reagan extension.
r) Discuss the acquisition of real property near Justice Center.
s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
t) Discuss the acquisition of the MKT Right of Way
u) Discuss acquisition of right of way for Corridor E.
v) Discuss acquisition of right of way for County Road 245.
w) Discuss acquisition of right of way for CR 401/404.
x) Discuss acquisition of right of way for Liberty Hill Bypass.

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 possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Discuss property usage at Longhorn Junction
d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
f) Discuss the sale of property located at 900 S Main St., Taylor, 76574
g) Discuss the sale of 106 Dana Drive, Hutto, Texas
h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, Texas

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/08/2022 08:54 AM
Form Started By: Charlie Crossfield		Started On: 06/07/2022 06:13 PM
Final Approval Date: 06/08/2022		

Commissioners Court - Regular Session **37.**

Meeting Date: 06/14/2022

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
Business prospect(s) that may locate or expand within Williamson County.

a) Project Red Hot Chili Pepper
b) Project Flex Power
c) Project Pearson Ranch
d) Project Fittipaldi
e) Project Venture
f) Project 007
g) Project Acropolis
h) Project Crystal Lagoon
i) Project Phantom
j) Project World

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	06/08/2022 08:54 AM
Form Started By: Charlie Crossfield		Started On: 06/07/2022 06:14 PM
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