

AGREEMENT FOR FOG SEAL CONSTRUCTION SERVICES

This Agreement for Fog Seal Construction Services ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("County") and Big Tex Paving, Inc, ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The County desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the County's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

Fog Seal to the locations set forth and described in Exhibit 1 and 2, which is incorporated herein by reference for all purposes.

ARTICLE 2 CONTRACT PRICE: County agrees to pay to the Contractor, for the satisfactory performance of the Work, Ninety-Nine Thousand, Eight Hundred and Ninety-Four Dollars and Seventy Cents (**\$99,894.70**). This price shall be full compensation for furnishing all labor, equipment, time, materials and incidentals necessary to complete the Work. Surface preparation and cleaning shall be considered a part of the Work and will not be measured or paid in addition to the above stated unit price. Pricing will remain firm for a period of one hundred and eighty (180) from the date this Agreement is executed by the last party.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the Plans and Specifications, as well as any revisions made thereto, which are attached hereto as **Exhibit-3**, which is incorporated herein by reference for all purposes.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work within Five (5) calendar days from the date of County's instruction to commence the Work and construction shall be deemed to have commenced on such date.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work may still require minor modifications or adjustments but, in the County's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the County. When the Contractor considers

that the Work, or a portion thereof which the County agrees to accept separately, is substantially complete, the Contractor shall notify the Engineer, who is set forth and identified on the signature page herein below, and request a determination as to whether the Work or designated portion thereof is substantially complete. If the Engineer does not consider the Work substantially complete, the Engineer will notify the Contractor giving reasons therefore. Failure on the County's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement.

After satisfactorily completing items identified by the Engineer, the Contractor shall then submit another request for the Engineer to determine Substantial Completion. If the Engineer considers the Work substantially complete, the Engineer will prepare and deliver a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a Final Punch-list of items to be completed or corrected before Final Completion and final payment, shall establish the time within which the Contractor shall finish the Work, and shall establish responsibilities of the County and the Contractor for maintenance and damage to the Work, warranty and insurance. Failure to include an item on the Final Punchlist does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The Certificate of Substantial Completion shall be signed by the County and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion, as defined in this Agreement, for all stages of the Work shall be achieved on or before the following Substantial Completion date:

THE SIXTEENTH (16TH) WORKING DAY FROM THE DATE OF CONTRACTOR RECEIVING COUNTY'S INSTRUCTION TO COMMENCE THE WORK.

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THIS AGREEMENT ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THIS AGREEMENT ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Inspection, Final Completion and Final Payment. When the Contractor has completed the Final Punchlist, Contractor shall give written notice to the Engineer that the Work will be ready for Final Inspection on a date certain. This notice shall be accompanied by a copy of the Contractor's updated punch list indicating resolution of all items.

The Contractor shall correct or complete all items on the Final Punchlist before acceptance and Final Payment. If on the basis of the Final Inspection, the Engineer determines that the Work is not complete, or that the Work required by the Final Punchlist had not been performed, the Engineer shall give the Contractor written notice thereof, and shall inform the Contractor what Work was found to be incomplete, out of compliance with the Agreement or defective in operation or workmanship, and setting a time in which incomplete or defective work is to be completed. The Contractor shall complete or correct all Work so designated prior to requesting an additional Final Inspection.

When the Final Punchlist has been completed, and the Work is fully performed and is acceptable to the County, the Engineer shall issue a certificate fixing the date of Final Completion. Final Completion of all work shall be a condition precedent to the Contractor's right to receive final payment.

The Final Inspection by the Engineer is for the purpose of determining the completion of the Work, and does not relieve the Contractor of its overall responsibility for completing the Work in a good and workmanlike fashion, in compliance with this Agreement. Failure of the County and/or Engineer to identify Work that is not in compliance with this Agreement, or which is defective in operation or workmanship, or acceptance of the Work with punchlist items left incomplete, does not constitute a waiver of such a defector of the County's rights under this Agreement or relieve the Contractor of its warranties contained herein.

Unless otherwise specified herein, or otherwise agreed in writing by the parties, the Contractor shall attain Final Completion within twenty-one (21) Working Days from the date of Contractor receiving County's initial instruction to commence the Work.

4.4 Abandonment by Contractor. In the event that Contractor fails to attain Final Completion on or before the expiration of the above said time period, the Contractor shall be subject to the remedies set forth herein below. In addition to exercising its rights and remedies hereunder, the County may also exercise any remedy that may be available to it under the law or in equity.

In case the Contractor should abandon and fail or refuse to resume work within ten (10) calendar days after written notification from either the County or the Engineer, or if the Contractor fails to comply with the orders of the Engineer when such orders are consistent with the terms of this Agreement, then and in such case where performance bonds exist, the appropriate sureties on these bonds shall be provided with a notice of abandonment and notice for completion whereby (i) the sureties are notified of the Contractor's abandonment or Contractor's failure or refusal to resume work; and (ii) the sureties are directed to complete the Work. A copy of the notice of abandonment and notice for completion shall be delivered to the Contractor. After receiving a copy of the above described notice of abandonment and notice for completion, the Contractor shall not remove any machinery, equipment, tools, materials or supplies that then currently exist on the project site, but the same, together with any materials and equipment under contract for the Work, may be held for use on the project by the County or the surety on the performance bond, or another contractor in completion of the Work; and the Contractor shall not receive any rental or credit therefor, it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the Work and be reflected in the final settlement.

Where there is no performance bond provided or in case the surety should fail to commence compliance within ten (10) calendar days after service of the herein above provided notice of abandonment and notice for completion, then the County may provide for completion of the Work in either of the following elective manners:

(A) The County may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as the County may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to the Contractor, and expense so charged shall be deducted and paid by the County out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then the Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then the Contractor and/or its surety shall pay the amount of such excess to the County; or

(B) The County, under sealed bids and in accordance with the law, may let a contract for the completion of the Work under substantially the same terms and conditions which are provided in this Agreement. In case there is any increase in cost to the County under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete any such contract prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety shall be credited therewith.

When the Work shall have reached Final Completion, the Contractor and its surety shall be so notified and Certificates of Final Completion, shall be issued. A complete itemized statement of the contract accounts, certified by the Engineer as being correct, shall then be prepared and delivered to the Contractor and its surety, whereupon the Contractor and/or its surety, or the County as the case may be, shall pay the balance due as reflected by said statement within fifteen (15) calendar days after the date of such Certificate of Final Completion.

In the event the statement of accounts shows that the cost to complete the Work is less than that which would have been the cost to the County had the Work been completed by the Contractor under the terms of this Agreement, or when the Contractor and/or its surety shall pay the balance shown to be due by them to the County, then all machinery, equipment, tools, materials or supplies left on the site of the project shall be turned over to the Contractor and/or its surety.

Should the cost to complete the Work exceed the amount the County would have been obligated to pay the Contractor had the Work been completed by the Contractor under the terms of this Agreement, and should the Contractor and/or its surety fail to pay the amount due the County within the time designated hereinabove, and should there remain any machinery, equipment, tools, materials or supplies on the site of the Project, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor and its surety at the respective addresses designated in this Agreement. After properly tendering such notice, such property shall be held at the risk of the Contractor and its surety subject only to the duty of the County to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, the County may sell such machinery, equipment, tools, materials or

supplies and apply the net sum derived from such sale to the credit of the Contractor and its surety. Such sale may be made at either public or private sale, with or without notice, as the County may elect. The County shall release, to their proper owners, any machinery, equipment, tools, materials, or supplies, which remain on the project and which belong to persons other than the Contractor or its surety. The books on all operations provided herein shall be opened to the Contractor and its surety.

4.5 Liquidated Damages. For each consecutive Working Day after the date of Substantial Completion that the Work is not Substantially Complete, the County may deduct the amount of Two Hundred Dollars per Working Day (\$200.00/Working Day) from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the County will sustain for late completion. The parties stipulate and agree that calculating County's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

Periods of time (i) during which County suspends the Work by written notice to Contractor, or (ii) during which Contractor has performed work and is waiting for County's acceptance, or (iii) during which a delay directly related to delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond Contractor's or County's reasonable control, shall not be taken into account in computing the amount retained. In the event that Work received by County is found to be incomplete, the period of time from the end of the performance of the Work to the receipt of subsequent performance necessary to produce completed Work will be taken into account in computing the number of days and the amount retained.

4.6 Working Day. For purposes of this Agreement, "Working Day" shall mean Monday through Friday, excluding County approved holidays for a continuous period of at least 13 hours between 8:00 A.M. to 9:00 P.M, if weather permits (as determined by the Engineer). Weekend work is permitted upon approval by the Engineer.

ARTICLE 5 PAYMENT: On or about the 25th calendar day of each month, Contractor shall submit invoices to the Engineer, in duplicate, indicating the Work performed during the month and the charges therefor. Each invoice shall be provided with sufficient detail and substantiation documentation as the County may reasonably request to evaluate charges contained therein. Within thirty (30) calendar days after receipt of an invoice, the County shall then pay the Contractor the total amount of the approved invoice, less ten percent (10%) of the amount thereof, which ten percent (10%) shall be retained until final payment and Final Completion, and further less all previous payments and all further sums that may be retained by the County under the terms of this Agreement. However, if County objects to all or any portion of any invoice, it shall notify Contractor within ten (10) calendar days from the date of receipt of invoice of its objection and both parties shall immediately make every effort to settle the disputed portion of the invoice prior to the date that payment is due. In the event the settlement of a disputed portion of an invoice is not reached by the date that payment is due, County will pay only that portion that is not in dispute, less ten percent (10%) of the amount thereof, which

ten percent (10%) shall be retained until final payment and Final Completion, and further less all previous payments and all further sums that may be retained by the County under the terms of this Agreement.

When required by County and as a prerequisite to payment, Contractor shall provide, in a form satisfactory to County, partial lien or claim waivers and affidavits from Contractor and its subcontractors and suppliers for completed Work.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the County informed of the progress and quality of the Work. Contractor agrees and acknowledges that County is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Contractor be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.2 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.3 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give County the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of County in the results of the Work only. County shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall County have the power to direct the order in which Contractor's Work is performed under this agreement. County and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of County for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by County.

6.4 As part of Contractor's obligation to coordinate the Work, Contractor shall:

- a. cooperate with the Engineer and County's Inspector(s) and endeavor to further the interests of the County and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work that can fluently speak English;

- c. visit the work location and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. five (5) calendar days prior to beginning Work on each roadway entering and exiting an intersection, Contractor shall notify residents, via Message Board, that Work will be performed on such roadway entering and exiting the intersection,. Verbiage for message boards shall be supplied by the County;
- e. at County's request, attend public meetings and hearings concerning the development of the Work;
- f. review all drawings, specifications, and other plans as they are developed by the County and/or its Engineer and advise County of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- g. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- h. advise County of any tests that should be performed;
- i. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- j. at the written request of the Engineer, immediately remove from the Work location any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform Work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. In this event, Contractor shall not reinstate such removed individuals without the written consent of the Engineer. The Engineer may suspend the Work without suspending Working Day charges until the Contractor complies with requests hereunder;
- k. attend County's regularly scheduled Work progress meetings, if applicable, and fully advise the Engineer of the Work status including schedule, costs, quality and changes; and
- l. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.5 Contractor shall identify every subcontractor it intends to use for the Work to the County in writing at least ten (10) calendar days before entering into any subcontract. Contractor shall not use any subcontractor to which County has a reasonable objection. Following County's acceptance of a subcontractor, that subcontractor shall not be changed without County's written consent, which shall not be unreasonably withheld.

6.6 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the County's primary contact during the Work and shall be available as required for the benefit of the Work and the County. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.7 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE COUNTY, OR THE ENGINEER.

6.8 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the County specifically agrees, in writing, to accept the Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.9 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the County; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.10 Contractor shall provide warranty services for the Work for a full Twelve (12) months following Final Completion.

ARTICLE 7 COUNTY'S RESPONSIBILITIES

7.1 The County shall:

- a. identify a person as its Engineer who is authorized to act in the County's behalf with respect to the Work. The Engineer shall examine the documents submitted by the Contractor and shall render decisions on behalf of the County to the extent allowed by Texas law;
- b. supply an Inspector to the Contractor's crew for the oversight of the Work. Should the Work, as well as the geographical location, allow, the County may supply one Inspector for multiple crews;
- c. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- d. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, County may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- e. County shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by County in the care, custody and control of Contractor prior to and during the Work. Contractor must also complete and file the declaration pages from the insurance policies with County whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the County.

10.4.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this project.

8.1.3 Policies must include the following clauses, as applicable:

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) calendar days prior written notice, or ten (10) calendar days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the County." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage: In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a construction project for a governmental entity.

a. Definitions:

- (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
- (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the County.
- (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or

employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the County prior to or contemporaneously with the execution of this Agreement.
- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the County showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the County:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the County will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven (7) calendar days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the County in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the County that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the County to declare the Agreement

void if the Contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the County.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement. The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the County may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the County.

8.1.6 The County reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.7 The County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.8 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the County may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the County.

8.2 INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO CONTRACTOR'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY

PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH COUNTY OR ANY OF THE INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

8.3 Except for the obligation of County to pay Contractor compensation pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 10 BONDS

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law. For unit price contracts, the Contract Price shall be estimated and calculated by multiplying the estimated quantities to the unit price.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law. For unit price contracts, the Contract Price shall be estimated and calculated by multiplying the estimated quantities to the unit price.

10.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the total project construction cost, as security for the true and faithful performance of all warranties set forth in this Agreement. For unit price contracts, the total project construction cost shall be estimated and calculated by multiplying the estimated quantities to the unit price.

ARTICLE 11 TERMINATION

11.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) calendar days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) calendar days, then and in that instance, the three (3) calendar day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) calendar days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

11.2 Termination for Convenience. The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Agreement for convenience.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Assignment. Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

12.2 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, where the Work, is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Work in which the County is a party.

12.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

12.4 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or County for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

12.5 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.6 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

12.7 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

12.8 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

12.9 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

12.10 County's Right to Audit. Contractor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that County shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Contractor reasonable advance notice of intended audits.

12.11 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and County and shall constitute the entire Agreement and understanding between the parties with respect to the Work. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and County.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as the date of the last party's execution.

COUNTY:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By:  _____

Printed Name: _____

Title: _____

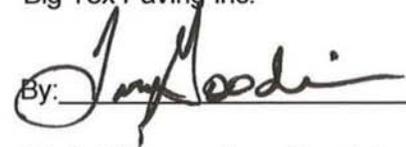
Date: _____

Party Representatives

County's Engineer:
Terron Evertson,
Director of Williamson County
Road and Bridge
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
Phone: (512) 943-3330

CONTRACTOR:

Big Tex Paving Inc.

By:  _____

Printed Name: Terry Goodwin

Title: President

Date: 10/25/12

Contractor's Designated Representative:

Terry Goodwin, President
P.O. Box 1490
Johnson City, Texas 78636
Phone 830-868-7832
Fax 830-868-0220

Exhibit 1 & 2
Fog Seal Locations

Exhibit 3

Specifications and Scope of Work

Unless set forth otherwise, all Work performed and all products furnished shall comply with requirements which pertain to the various items of Work included as *Standard Specification for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted June 1, 2004, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

Locations of Work

Work locations shall be those depicted in Exhibit #1 and #2.

Performance and Progress

Contractor shall provide a cul-de-sac by cul-de-sac schedule before any work shall begin.

Contractor shall not apply fog seal to more than 8 cul-de-sacs in one Working Day per crew. The County shall notify abutting property owners two times of upcoming fog seal operations by means of door hangers. The first door hanger will be distributed ten (10) to fourteen (14) calendar days prior to fog seal application, while the second door hanger will be distributed two (2) calendar days prior to fog seal application. Contractor will coordinate daily with the County for a listing of cul-de-sacs that have received advanced notice of fog seal operations (door hangers). Contractor shall not begin fog seal operations on streets in which no advanced notice has been provided to the residents.

Prior to commencing fog seal applications, all residences on cul-de-sac shall be informed by the Contractor that the application is about to occur and to relocate their vehicles if they anticipate needing to leave their home in the next 3 to 4 hours.

The Contractor shall arrange the fog seal operation in such a manner as to avoid excessive inconvenience to the public.

The Contractor shall not apply a fog seal the day before or the actual day that a street is to receive garbage, recycling or waste collection. Contractor shall research the applicable garbage, recycling or waste collection schedule for each street prior to bidding.

All construction equipment involved in roadway work shall be equipped with a permanently mounted 360 degree revolving or strobe warning light with amber lens. This light shall have a minimum lens height of 5 inches and a diameter of 5 inches. This light shall have a mounting height of not less than 6 feet above the roadway surface and shall be visible from all sides. This equipment shall also have attached at each side of the rear end of the vehicle an approved orange warning flag mounted not less than 6 feet above the roadway surface.

Care shall be exercised to prevent damage to all property in and around the construction zone. The Contractor shall be liable for the repair and restoration of any property damaged as a result of the Contractor's prosecution of the work. This shall include, but is not limited to, re-vegetation of all areas

damaged or destroyed by construction. Contractor will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the County.

Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during construction shall be replaced with plant material of comparable size and quality approved by the County.

Contractor's equipment and vehicles shall not be maintained on-site during construction, except at designated maintenance sites as approved by the Engineer or his designee.

The Contractor may be required to trim and remove brush and trees in order to construct the project or to provide a vertical clearance of at least 12 feet. For this operation, the method shall be approved by the Engineer or his designee.

Contractor shall provide at least one (1) portable restroom near the work site(s) at all times in order to provide a bathroom to individuals performing work hereunder. Contractor shall monitor and prevent its employees and any of its subcontractors that are providing work on the project from urinating or defecating on property in, on or adjacent to the areas in which work is being performed.

An English-speaking Superintendent shall be available on the project at all times when work is being performed. The Contractor shall provide the Engineer or his designee with contact information for the Superintendent.

ITEM 300 – Asphalts, Oils, and Emulsions

For this project, Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 300.2. Materials, E. Specialty Emulsions. The first sentence is voided and replaced with the following: Specialty emulsions **must contain a minimum of 10% tire rubber content** and also must meet the requirements of Table 11A.

Article 300.2. Materials, E. Specialty Emulsions is supplemented by the following:

Table 11A

Hard Residue Surface Sealant

Property	Test Procedure	Min	Max
Viscosity, Krebs unit, 77°F, Krebs units	D 562	45	75
Softening point, °F	T 53 ¹	250	--
Uniformity	D 2939	Pass ²	
Resistance to heat	D 2939	Pass ³	
Resistance to water	D 2939	Pass ⁴	
Wet flow, mm	D 2939	--	0
Resistance to Kerosene (optional) ⁵	D 2939	Pass ⁶	
Ultraviolet exposure, UVA-340, 0.77 W/m ² , 50°C chamber	G 154		Pass ⁸
hours UV lamp, 5 min spray, 3 hours 55 minutes condensation, 1000 hr total exposure ⁷			
Abrasion loss, 1.6 mm thickness, liquid only, %	ISSA TB-100	--	1.0
Residue by evaporation, % by weight	D 2939	33	--
Tests on residue from evaporation:			
Penetration, 77°F, 100 g, 5 sec.	T 49	15	30
Flash point, Cleveland open cup, °F	T 48	500	
Tests on base asphalt before emulsification			
Solubility in trichloroethylene, %	T 44	98	--

1. Cure the emulsion in the softening point ring in a 200°F ± 5°F oven for 2 hr.
2. Product shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.
3. No sagging or slippage of film beyond the initial reference line.
4. No blistering or re-emulsification.

5. Recommended for airport applications or where fuel resistance is desired.
6. No absorption of Kerosene into the clay tile past the sealer film. Note sealer surface condition and loss of adhesion.
7. Other exposure cycles with similar levels of irradiation and conditions may be used with Department approval.
8. No cracking, chipping, surface distortion, or loss of adhesion. No color fading or lightening.

ITEM 315 – Fog Seal

315.1. Description. Apply an emulsified asphalt and water mixture as an aggregate loss preventative or surface seal.

315.2. Materials. Use emulsified asphalt of the type and grade shown on the plans that meet the requirements of Item 300, "Asphalts, Oils, and Emulsions." Provide water free of industrial wastes and other objectionable matter.

Use a quantity of emulsified asphalt in the mixture, expressed as a percentage of total volume, which meets the percentage shown on the plans or directed. While application rates will be determined in the field, an assumed rate of 0.16 gallons per square yard has been used for estimating purposes.

315.3. Equipment. Provide applicable equipment in accordance with Article 316.3, "Equipment." Furnish the necessary facilities and equipment for determining the temperature of the mixture, regulating the application rate, and securing uniformity at the junction of 2 distributor loads.

315.4. Construction. Remove or protect existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust, or other harmful material before sealing. This will be considered subsidiary to the item 315.

Apply the mixture when the air temperature is 60°F and above, or above 50°F and rising. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application.

The Engineer will select the application temperature within the limits recommended in Item 300, "Asphalts, Oils, and Emulsions." Apply the material within 15°F of the selected temperature.

Adjust the shot width so operations do not encroach on traffic.

Use paper or other approved material at beginning and end of each shot to construct a straight transverse joint and prevent overlapping applied material.

Use sufficient pressure to flare the nozzles fully.

Distribute material at the rate shown on the plans or as directed. While application rates will be determined in the field, an assumed rate of 0.16 gallons per square yard has been used for estimating purposes.

Do not apply asphalt to the roadway until traffic control methods and devices are in place as shown on

the plans or as directed. Do not open the treated surface to traffic until directed by the Engineer. When an excessive quantity of asphalt is applied, furnish and uniformly distribute clean, fine sand on the surface to blot the excess. Maintain ingress and egress as directed by applying sand to freshly sealed areas.

315.5. Measurement. This Item will be measured by the gallon of specialty emulsified asphalt used in the specialty emulsified asphalt and water mixture.

315.6. Payment. The work performed and the materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the Contract Price. This price is full compensation for materials, equipment, labor, tools, and incidentals. Blotter sand will not be paid for directly but will be subsidiary to this Item.

ITEM 316 – Surface Treatments

316.3. Equipment.

A. Distributor. Furnish a distributor that will apply the asphalt material uniformly at the specified rate or as directed. Stop application if asphalt application is not uniform due to streaking, ridging, formation of excess asphalt, or inability of asphalt to remain at applied location. Verify equipment condition, operating procedures, application temperature, and material properties. Determine and correct the cause for non-uniform application. If the cause is high or low viscosity of the emulsion, no further asphalt application will occur until material meeting the contract specifications is provided.

The Engineer may stop asphalt application and require test strips at the Contractor's expense if any of the following occurs: 1) non-uniformity continues after corrective action, 2) on three consecutive shots, application rate differs by more than 0.02 gallons per square yard from the desired rate, or 3) any shot differs by more than 0.04 gallons per square yard from the desired rate.

1. Transverse Variance Rate. When a transverse variance rate is shown on the plans, ensure that the nozzles outside the wheel paths will output a predetermined percentage more of asphalt material by volume than the nozzles over the wheel paths.

2. Calibration.

a. Transverse Distribution. Furnish a distributor test report, no more than 1 yr. old, documenting that the variation in output for individual nozzles of the same size does not exceed 10% when tested at the greatest shot width in accordance with Tex-922-K, Part III.

Include the following documentation on the test report:

- the serial number of the distributor,
- a method that identifies the actual nozzle set used in the test, and
- the fan width of the nozzle set at a 12-in. bar height.

When a transverse variance rate is required, perform the test using the type and grade of asphalt material to be used on the project. The Engineer may verify the transverse rate and distribution at any time. If verification does not meet the requirements, correct deficiencies and furnish a new test report.

- b. **Tank Volume.** Furnish a volumetric calibration and strap stick for the distributor tank in accordance with Tex-922-K, Part I.

Calibrate the distributor within the previous 5 yr. of the date first used on the project. The Engineer may verify calibration accuracy in accordance with Tex-922-K, Part II.

3. **Computerized Distributor.** When paying for asphalt material by weight, the Engineer may allow use of the computerized distributor display to verify application rates. Verify application rate accuracy at a frequency acceptable to the Engineer.

ITEM 502 Barricades, Signs, and Traffic Handling

Contractor shall provide all traffic control measures to prosecute the work.

The driveway(s) for each residence in the cul-de-sac shall have cones or TY III barricades placed to remind residents of the fog seal work.

Contractor shall assign at least one competent employee to each cul-de-sac that has received a fog seal application but has not yet been opened to traffic. This employee will ensure that traffic does not drive on the non-cured fog seal.

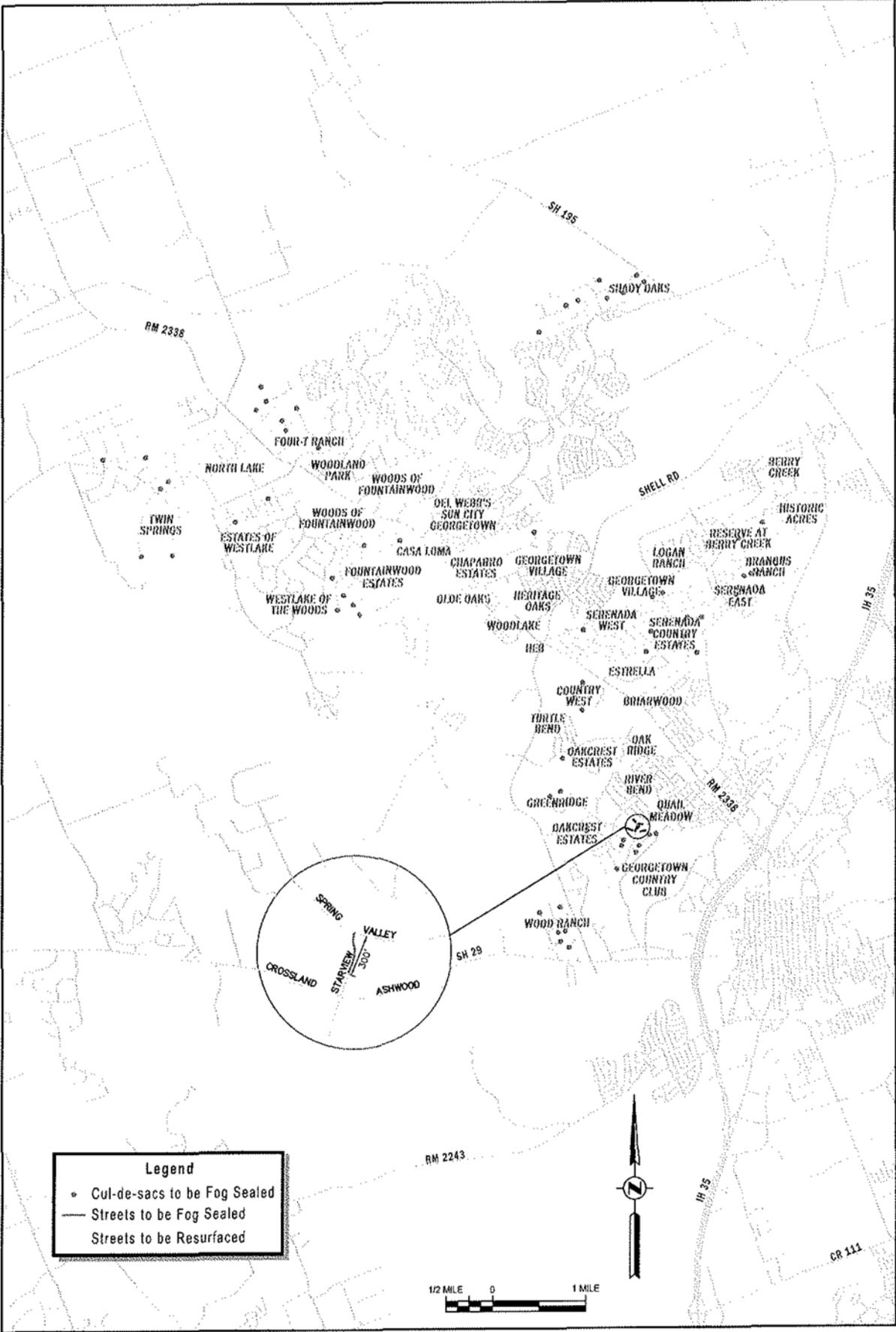
Traffic Control Suitable methods shall be used by the Contractor to protect the fog seal from all types of vehicular traffic without damage. Opening to traffic does not constitute acceptance of the Work. The Engineer shall be notified of the methods to be used.

In areas which are subject to an increased rate of sharp turning vehicles, additional time may be required for a more complete cure of the fog seal mat to prevent damage. Slight tire marks may be evident in these areas after opening but will diminish over time with rolling traffic. If these areas are not severely rutted they should be considered as normal characteristics of a fog seal and should be accepted.

The Contractor will be required to maintain a minimum of one through lane in each direction during daylight hours, on all roadways, except with the written approval by the Inspector. Two Lane roadways shall use single lane traffic control, which will require the use of flagmen. This shall not be paid for directly, but shall be considered subsidiary to bid Item emulsified fog seal.

Flaggers must comply with all requirements outlined in TxDOT Specification Item 502.2B Limiting access to all side streets and driveways shall be minimized to the extent possible. The Contractor's crew leader shall be a competent person who will be responsible and available on the project site or in the immediate area to insure compliance with the TCP.

ATTACHMENT 1 CUL-DE-SAC FOG SEAL 2012



Attachment #2

Quantities are for estimating purposes only

STREET NAME	SUBDIVISION	CUL-DE-SAC AREA (syd)
Aragon Court	Serenada East Unit 2	496.4
Ashley Drive	Ashley Moore	767.5
Ashwood Lane	Oak Crest Ranchettes Unit 3	301.0
Austin Elaine Drive	Denchar	609.4
Azul Court	Serenada Country Estates 2	457.7
Barcelona Court	Sanaloma Estates Unit 2	499.3
Bello Circle	Serenada Country Estates 2	419.7
Bello Circle	Serenada Country Estates	473.0
Bo's Bend	Fountainwood Estates Ph 5	454.9
Buena Vista Court	Shady Oaks Estates Sec 3	585.7
Cadiz Court	Sanaloma Estates Unit 2	487.7
Candlelite Circle	Candleoaks	811.0
Cascada Cove	Shady Oaks Estates Sec 4 Ph 6	523.1
Cassidy Court	Wood Ranch Sec 3 (amended)	1183.1
Cherry Wood Court	Shady Oaks Estates	670.6
Comanche Trail	North Lakewood Sec 2	663.4
Copper Leaf Court	Shady Oaks Estates Sec 4 Ph 4	632.0
Country Road	Country West	562.3
Country Road		422.6
CR 155		810.6
Deer Trail	Historic Acres Unit 3 (unrecorded)	379.7
Del Rio Court	Serenada East Unit 3	534.8
Fawn Lane	Oak Crest Ranchettes Unit 3	410.8
Grassland Lane	Oak Crest Ranchettes Unit 3	481.5
Graystone Lane	North Lake Sec E	764.8
Greenridge Road	Greenridge	688.7
Harmony Lane	Oak Crest Ranchettes Unit 3	1089.6
Indian Mound Road	Historic Acres Unit 2	241.0
La Mesa Lane	Wood Ranch Sec 2 (amended)	810.8
Lakeview Lane	Fountainwood Estates Ph 7	551.3
Landons Way	Twin Springs Sec 3B	422.9
Las Plumas Court	Serenada West Sec 2	526.9
Las Plumas Drive	Serenada West Sec 2	545.1
Lauren Lane	Fountainwood Estates Ph 3	368.5
Liz Lane	Fountainwood Estates Ph 3	395.7
Mariposa Bonita Cove	Shady Oaks Estates Sec 4 Ph 10	508.9
Mariposa Court	Serenada East Unit 2	534.5
Melanie Cove	Fountainwood Estates Ph 3	406.3
Mesa Spur	Serenada Country Estates 2	450.5
Michelle Court	Four T Ranch Sec 1	693.0
Neil Knoll	Fountainwood Estates Ph 4B	360.9
Oak Bend Court	Wood Ranch Sec 3 (amended)	802.9
Oak Breeze Cove	Shady Oaks Estates Sec 2	592.2
Oak Crest Lane	Oak Crest Estates Unit 1	564.9
Oak Grove Lane	Oak Crest Ranchettes Unit 3	303.8
Olive Branch	Fountainwood Estates Ph 3	361.1

Attachment #2

Quantities are for estimating purposes only

Oro Court	Serenada Country Estates 2	444.2
Palo Duro Court	Sanaloma Estates Unit 2	532.0
Ramada Trail	Serenada Country Estates 2	465.6
Rebecca Road	Fountainwood Estates Ph 3	372.0
Ridgewood Cove	Ridgewood Estates Sec 2	777.0
Rio Bravo Road	Wood Ranch Sec 4 (amended)	745.5
Roble Circle	Serenada Country Estates	481.6
Roble Grande Circle	Robles Grandes	274.4
Rustle Cove	Country West	503.6
Sabinas Court	Serenada East Unit 2	546.6
Sage Brush Court	Wood Ranch Sec 4 (amended)	705.3
San Gabriel Ranch Road		361.2
Sedro Trail	Chaparro Estates	386.9
Shepherd Road	Greenridge	813.0
Sheryl Ann Cove	Giles Estates (Resub North Lake Sec E)	439.2
Shirley Lane	Ashley Moore	1233.8
Shoal Drive	North Lake Sec D	606.3
Sierra Drive	Sanaloma Estates Unit 2	539.7
Solona Circle		151.6
Spray Lane	North Lake Sec D	593.8
Starview Drive at Sunrise	Oakcrest Estates Highcrest Unit 1	168.2
Starview Drive at Spring Valley	Oakcrest Estates Highcrest Unit 1	800.0
Starview Lane	Oakcrest Estates Highcrest Unit 1	413.5
Sunset Drive	Oakcrest Estates Highcrest Unit 1	570.4
Taos Court	Sanaloma Estates Unit 2	489.2
Tejano Court	Serenada East Unit 3	553.1
Timber Line Road	North Lake Sec E	348.5
Twin Springs Road	Twin Springs Sec 1	745.8
Val Verde Drive	Serenada West	517.8
Val Verde Drive	Serenada West Sec 3	474.0
Valencia Court	Sanaloma Estates Unit 2	501.6
Venada Trail	Serenada Country Estates 2	477.1
Verde Court	Serenada Country Estates 2	443.3
Verde Vista	Serenada West Sec 2	636.7
Vortac Lane	Air Country Estates (unrecorded)	568.1
Windflower Lane	Country West	573.5
Wood Cove	Shady Oaks Estates	623.7
Woodcrest Road	North Lake Sec A	907.1
Total Area		46406.9