

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
DECEMBER 2ND, 2008
9:30 A.M.

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

1. Read and approve the minutes of the last meeting.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, and Wire Transfers submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

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

(Items 5 – 6)

5. Request approval to pay for three cubicles from Austin Business Furniture.
6. Discuss and take appropriate action regarding re-appointment of Mary Faith Sterk to Williamson County Board of Health.

REGULAR AGENDA

7. Discuss and take appropriate action on road bond program.
8. Hear December 2008 Monthly Construction Summary Report for Road Bond and Pass Through Financing Projects.

9. Discuss and consider approving PBS&J, Inc. Supplemental #1 to their CEI services Professional Service Agreement (PSA) to allow for the execution of Work Authorization #2 for Williams Drive (D.B. Woods to FM 3405).
10. Discuss and consider approving Cobb, Fendley & Associates Professional Service Agreement (PSA) for utility coordination services on RM 2338 (FM 3405 to Ronald Reagan Blvd.) pass through finance project.
11. Discuss and consider approving Cobb, Fendley & Associates Professional Service Agreement (PSA) for SH 195 utility coordination services on behalf of TxDOT.
12. Hear presentation regarding 2010 Census Report.
13. Discuss and take appropriate action on Statement of Work (SOW) between Verizon Select Service, Inc and Williamson County to install additional ports in preparation for voicemail system expansion.
14. Review and consider approval of the CDBG 2007 Consolidated Annual Performance and Evaluation Report.
15. Discuss and consider appointing a new representative to the CARTS Board.
16. Consider awarding proposals received for Stabilizing Foundation and Pier Installation for Justice of the Peace, Pct. 4 Court Building, to the best proposal meeting specifications - Myers Concrete Construction, LP.
17. Discuss and take appropriate action on legislative letter.
18. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for various departments.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0475.004229	County Atty/St Law Enforc Trng	\$1,999.70	01
	0100.0551.004229	Const 1/St Law Enforc Trng	\$4,277.43	02
	0100.0552.004229	Const 2/St Law Enforc Trng	\$3,970.01	03
	0100.0553.004229	Const 3/St Law Enforc Trng	\$124.84	04
	0100.0554.004229	Const 4/St Law Enforc Trng	\$1,939.96	05
	0100.0560.004229	SO/St Law Enforc Trng	\$8,688.69	06
	0100.0570.004229	Co Jail/St Law Enforc Trng	\$28.63	07

19. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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	0100.0576.004103	GISD Residential Services	\$42,845.80	01
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20. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Commissioner Precinct #1.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0211.004100	Professional Services	\$1,535.00	01

21. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Commissioner Precinct #2.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0212.004100	Professional Services	\$405.50	01

EXECUTIVE SESSION

19. Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property.)
20. Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
21. Discuss County Landfill (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
22. Deliberation regarding Economic Development Negotiations (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.087 Deliberation regarding Economic Development Negotiations.)
23. Discuss and take appropriate action on real estate.
24. Discuss and take appropriate action on pending or contemplated litigation.
25. Discuss and take appropriate action on the County Landfill.
26. Discuss and take appropriate action concerning deliberation regarding Economic Development Negotiations.
27. Consider and take action on Damage Claim made by Verizon in the amount of \$413.28.
28. Consider and Take Action on Damage Claim by Verizon in the amount of \$88.64.
29. Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2008 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Request approval to pay invoice from Austin Business Furniture Commissioners Court - Regular Session

Date: 12/02/2008
Submitted By: Kathryn Morehouse, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Request approval to pay for three cubicles from Austin Business Furniture.

Background

Three cubicles for new employees was approved in this FY budget. The employee ordering the items did not realize a purchase order was needed since items had already been approved. The amount was for \$3,000.00. The \$914.00 is coming out of the Vehicle Inventory Tax funds.

Fiscal Impact

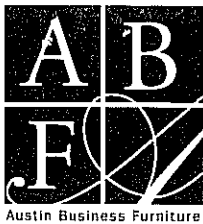
From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [ABF Invoice](#)

Form Routing/Status

Form Started By: Kathryn Morehouse
Started On: 11/24/2008 08:46 AM
Final Approval Date: 11/25/2008



9300 United Drive
Bldg. 3, Suite 140
Austin, Texas 78758

Phone (512) 832-6400
Fax (512) 832-6330

Austin Business Furniture
#21598
Austin
Inquiries:
(512) 832-6400 ext. 10
msoto@abfurn.com

INVOICE

219893

PROPOSAL: 15367
PROJECT#: 099-00031

SOLD TO:

WILLIAMSON COUNTY TAX ASSESSORS
710 SO. MAIN STREET
SUITE 102
GEORGETOWN, TX. 78626

SHIP TO:

WILLIAMSON COUNTY TAX ASSES
710 SO. MAIN STREET
SUITE 102
GEORGETOWN, TX. 78626

ACCOUNT NO.	SALESPERSON NUMBER	PURCHASE ORDER NO.	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
001543	099	DEBORAH HUNT	ABF DELIVERY		NET 15 DAYS	10/30/08	3

QTY. ORDERED	QTY. SHIPPED	QTY. BACK ORDERED	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	0	801156P	***** Ell Connector Kit 56H Low Profile Painted	42.00	42.00
1	1	0	895636P	***** Acoustical Panel 56H x 36W Low Profile Painted	167.20	167.20

APPROVED FOR PAYMENT

Deborah M. Hunt
Authorized Signature

11/7/08

Date

0100-0499-003005

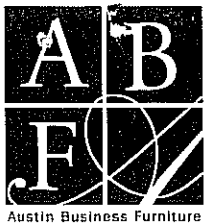
Budget Line Item

\$3,000.-

PAY THIS AMOUNT.....: 3,914.00

THANK YOU FOR YOUR BUSINESS!

SALE AMOUNT	2,344.00
DEL./INSTALL DEALER SVCS SALES TAX FREIGHT	1,520.00
TOTAL	3,914.00



9300 United Drive
Bldg. 3, Suite 140
Austin, Texas 78758

Phone (512) 832-6400
Fax (512) 832-6330

RECEIVED

NOV 04 2008

INVOICE

219893

Inquiries:

(512) 832-6400 ext. 10
msoto@abfurn.com

TAX OFFICE

PROPOSAL: 15367
PROJECT#: 099-00031

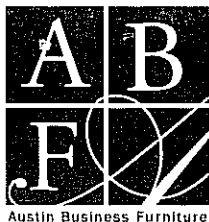
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001543	099	DEBORAH HUNT	ABF DELIVERY		NET 15 DAYS	10/30/08	1
QTY. ORDERED	QTY. SHIPPED	QTY. BACK ORDERED	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
1	1	0	801069P	***** Straight Connector Kit 69H Low Profile Painted	24.40	24.40	
3	3	0	801569P	***** Panel Mount to Wall Kit 69H Low Profile Painted	54.00	162.00	
3	3	0	801469P	***** Panel End Cover-Painted 69H Low Profile Fabric	24.40	73.20	
1	1	0	831099	***** Worksurface Bracket Kit (Pair)	13.20	13.20	
2	2	0	896924P	***** Acoustical Panel 69H x 24W Low Profile Painted	144.40	288.80	
2	2	0	896960P	***** Acoustical Panel 69H x 60W Low Profile Painted	234.80	469.60	
1	1	0	AKMD	***** Samba Kybd Platform Dual Cntrl/Mouse Tray/Tefln G1	187.60	187.60	
1	1	0	AWCS	***** Metal Corner Sleeve use w/Terrace, Concensys/Align	25.60	25.60	
1	1	0	FUEL	FUEL SURCHARGE	50.00	50.00	
				RECEIVE, DELIVER AND INSTALL			
1	1	0	832448A	***** T-Mold Edge Worksurface 24D 48W	92.40	92.40	
					SALE AMOUNT		
					DEL./INSTALL DEALER SVCS SALES TAX FREIGHT		
					TOTAL		



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Fax (512) 832-6330

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msoto@abfurn.com

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PROJECT#: 099-00031

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001543		099	DEBORAH HUNT		ABF DELIVERY		NET 15 DAYS	10/30/08	2
QTY. ORDERED	QTY. SHIPPED	QTY. BACK ORDERED	ITEM NO.	DESCRIPTION			UNIT PRICE	EXTENDED PRICE	
1	1	0	895630P	***** Acoustical Panel 56H x 30W Low Profile Painted			149.20	149.20	
1	1	0	895642P	***** Acoustical Panel 56H x 42W Low Profile Painted			185.20	185.20	
1	1	0	801069P	***** Straight Connector Kit 69H Low Profile Painted			24.40	24.40	
1	1	0	801169P	***** Ell Connector Kit 69H Low Profile Painted			42.00	42.00	
1	1	0	801256P	***** Tee Connector Kit 56H Low Profile Painted			66.80	66.80	
2	2	0	801456P	***** Panel End Cover-Fabric 56H Low Profile Painted			24.40	48.80	
1	1	0	895648P	***** Acoustical Panel 56H x 48W Low Profile Painted			200.00	200.00	
1	1	0	CCB24L	***** Concensys Cantilever Bracket 24D Left			16.00	16.00	
2	2	0	CCB24R	***** Concensys Cantilever Bracket 24D Right			16.00	32.00	
1	1	0	CVH13PF	***** Variable Hgt 13H Low Profile Fabric			33.60	33.60	
						SALE AMOUNT			
						DEL. / INSTALL DEALER SVCS SALES TAX FREIGHT			
						TOTAL			

**Appt. to Board of Health
Commissioners Court - Regular Session**

Date: 12/02/2008
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding re-appointment of Mary Faith Sterk to Williamson County Board of Health.

Background

Attached is a general-purpose resume by way of introduction.

It has been my honor to serve the people of Williamson County for over 22 years, first as a staff member of the Williamson County Health Department, and then as a member and chair of the Board of Health. During these years, we have had incredible growth and change in all facets of public health. Our Board has been exceedingly fortunate to have Karen Wilson and now James Morgan as Executive Directors with exceptional vision and energy.

Mary Faith

Mary Faith Sterk, LCSW

Director, Research and Development

Remington Medical Resorts

555 Round Rock West, Suite 390

Round Rock, Texas 78681

512.685.2674 office

512.733.5152 fax

www.remingtonmedicalresorts.com

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Resume](#)

Form Routing/Status

Form Started By: Peggy
Vasquez

Started On: 11/24/2008 09:31
AM

Final Approval Date: 11/24/2008

BRIEF RESUME
MARY FAITH STERK, LCSW

Georgetown, Texas 78628
socmfs@hotmail.com

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PROFESSIONAL EXPERIENCE

Director of Research and Development, Remington Medical Resorts

2006 to present.

- Developing new model and level of post-acute care
- Conducting market and demographic research and analysis
- Overseeing business development and marketing

Director of Continuum of Care, Scott and White Memorial Hospital, Temple, Texas

December 1991 to May 2006 (formerly Department of Social Work)

- Developed integrated department to support patient care throughout the S&W Continuum and Community, including functions of Social Work, Case Management, Care Coordination, Discharge Planning, Utilization Management, Interpreters and International Patient Services. (68 staff members).
- Managed multiple budgets over \$3,000,000, responsible for portions of inpatient revenue cycle; worked collaboratively with other groups in obtaining and developing grant-funded special programs; led hospital team development of Medicaid Primary Care Case Management (PCCM); developed Access Center Case Management, ED Case Management. Team efforts decreased hospital length-of-stay, streamlined processes to allow larger scope of work.

Director of Social Work and Medical Assistance Programs, Williamson Co. Health District,

1986-1991

- Developed County Indigent Health Care Program for Williamson County
- Instituted first Social Services Division for Williamson County Health Department
- In 1987, developed, with team, one of Texas' first Integrated Eligibility Programs.

Assistant Project Director, Health Risk Reduction, Williamson Co. Health Department

1985-1986

- Developed community coalition for needs assessment and community health program development

Owner-operator of landscaping company

1982-1986

- Managed private installation and maintenance landscape company
- Provided Texas Rehabilitation Commission mental health clients with on-the-job training.

Director, Capital Lodge Transitional Living Program, Austin State Hospital

1979-1982

- Directed "Fairweather Lodge" project helping people with chronic mental illnesses develop self-sufficient living units in the community; involved job training, group living skills.
- Directed three shifts of mental health staff.

Psychiatric Social Worker, Austin State Hospital, 1972 – 1979

- Functioned as a member of multi-disciplinary mental health team working with acute and chronic mental health patients
- Performed complex discharge planning during initiation of SSI program and de-institutionalization of large numbers of life-time hospital patients.

EDUCATION

- MSW, 1979, Our Lady of the Lake University, Worden's School of Social Work, San Antonio, Texas
- BA in Psychology, cum laude, 1972, Southwestern University, Georgetown, Texas
- BFA in Theatre, cum laude, 1972, Southwestern University, Georgetown, Texas
- Studies in Russian Art and Music, 1971, University of Graz, Graz, Austria

LICENSURE

- Licensed Clinical Social Worker, State of Texas

TEACHING AND PRESENTATIONS:

- Previous Adjunct Instructor, Southwestern University Psychology Department, overseeing undergraduate psychology student internships at the Austin State Hospital.
- Guest lecturer for Baylor University Social Work
- Presentations statewide and nationally on integration of service delivery, nurse/social work case management models, integrated eligibility, outcome studies for Medicaid prenatal case management programs, building outcomes accountabilities for social work programs.

COMMUNITY AND PROFESSIONAL AFFILIATIONS AND SERVICE

- Past Chair, Indigent Health Care Advisory Committee to Texas Department of Human Services
- Past member, Williamson County Mental Health Advisory Board
- Past President, Georgetown Area United Way Board of Directors
- Past Unit Chair, Central Counties Unit, National Association of Social Workers/Texas
- Past Executive Committee Members, NASW/Texas
- Committee on Inquiry, NASW/Texas
- Past Co-chair, NASW/Texas Task Force on Health Care, current member
- Mid-Tex Red Cross Implementation Team 1997
- Past member, Family Outreach of East Bell County Board of Directors
- Past member, Healthy Families/Temple Board of Directors
- Member of Temple Community Free Clinic Steering Committee, 1991-1992
- Past member, Richarte High School Site-based committee
- Past member, Advisory Committee, Central Texas Information and Referral
- Past member, Georgetown Project Task Force
- Member, NASW
- Member, Society for Social Work Leadership in Health Care
- Past Board Member and President, Society for Social Work Leadership in Health Care, Texas
- Williamson County and Cities Health District Board; County Commissioner's appointment; chair for 12 years.

- Member, Steering Committee, Georgetown Community Clinic, 2000 – 2001

HONORS AND AWARDS

- Valedictorian, Keller High School, 1968
- Member, Cardinal Key National Honor Society
- Who's Who in American Colleges and Universities, 1972
- National Association of County Health Officials: National Primary Health Care Award, 1991
- Recipient, Manager of the Quarter, Scott and White Hospital, 1992
- NASW Central Counties Unit Social Worker of the Year, 1993
- Citation of Merit, Southwestern University Alumni Association, 1998
- NASW Central Counties Unit Social Worker of the Year, 2001
- NASW Central Counties Unit Lifetime Achievement Award, 2005

December 2008 Monthly Construction Summary Report Commissioners Court - Regular Session

Date: 12/02/2008
Submitted By: Krista Zaleski, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear December 2008 Monthly Construction Summary Report for Road Bond and Pass Through Financing Projects.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [2008-CSR-12](#)

Form Routing/Status

Form Started By: Krista Zaleski
Started On: 11/25/2008 09:20 AM
Final Approval Date: 11/25/2008



ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

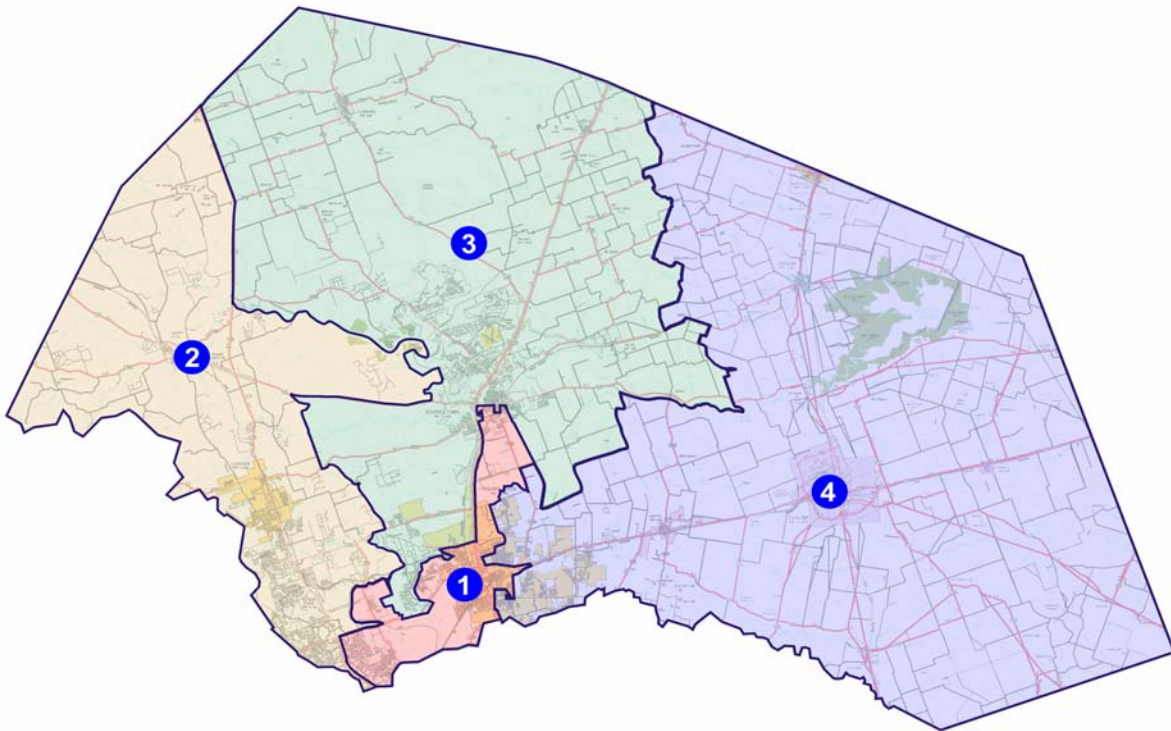
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

December 2008

WWW.WILCOGOV.ORG/BONDS/ROAD/

Volume VII - Issue No. 12



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

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WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

SUBSTANTIAL CONSTRUCTION COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2008

Precinct 1

- Pond Springs Road (signal) – July 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- Lakeline Blvd – July 2007
- RM 620, Phase 1 – September 2008

Precinct 2

- Cedar Hollow at SH 29 (signal) – Aug 2002
- FM 1869 at SH 29 (signal) – Aug 2002
- County Road 175 – June 2003
- River Bend Oaks – Aug 2003
- County Road 200 – Sept 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sept 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Sept 2007
- Ronald Reagan Blvd South, Ph. 2 – Feb 2008
- US 183 @ San Gabriel Pkwy – Feb 2008

Precinct 3

- DB Wood/Cedar Breaks – June 2004
- Cedar Breaks Road – June 2004
- Georgetown Inner Loop East Extension – Aug 2004
- CR 152 Bridge Replacement – Sept 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – June 2008
- SH 29 / CR 104, Ph. 1 – July 2008
- IH 35 @ SH 29 Turnarounds (Pass Through Financing) – August 2008

Precinct 4

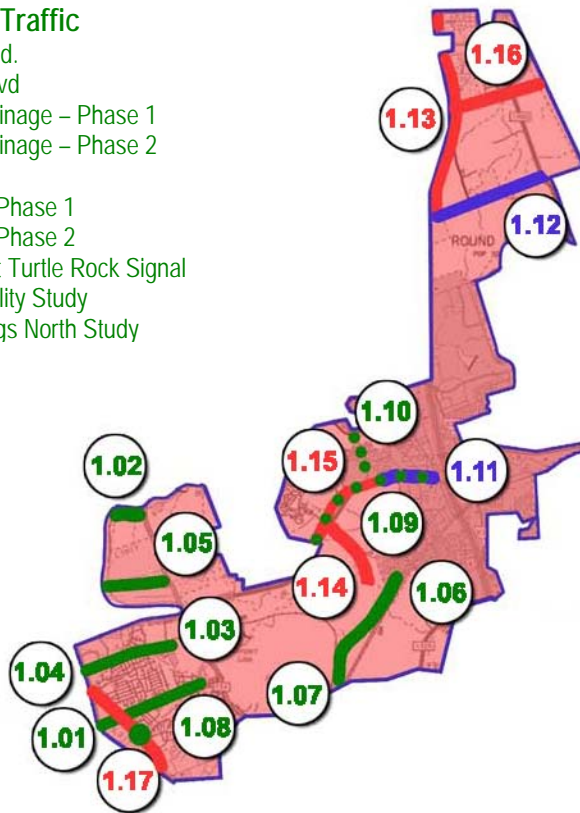
- Wooden Bridges (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- CR 368 & 369 – Aug 2003
- County Road 300 – Dec 2003
- CR 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – March 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – July 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – March 2008
- Limmer Loop, Ph. 1C – October 2008

PRECINCT 1

COMMISSIONER BIRKMAN

Completed/Open to Traffic

- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd
- 1.03 Lake Creek Drainage – Phase 1
- 1.04 Lake Creek Drainage – Phase 2
- 1.05 Lakeline Blvd.
- 1.06 McNeil Road – Phase 1
- 1.07 McNeil Road – Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study
- 1.10 Wyoming Springs North Study



Under Construction

- 1.11 RM 620 Interim Improvements – Phase 1
- 1.12 CR 111 (Westinghouse Rd)

In Design

- 1.13 IH-35 Northbound Frontage Rd and Ramps
- 1.14 O'Connor Extension
- 1.15 RM 620 Interim Improvements – Phase 2
- 1.16 Georgetown SE Inner Loop
- 1.17 Pond Springs Road

RM 620, Ph. 1 (Intersections of Wyoming Springs, Oaklands and Deepwood)
Project No. 08WC605

Original Contract Price = \$780,644.01

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/13/2008	3/4/2008	5/23/2008	6/2/2008	10/24/2008		120	28	148

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	6/2/2008	8/31/2008	91	\$456,146.87	\$456,146.87	\$24,007.73	\$24,007.73	61	61	\$0.00	\$0.00
2	9/1/2008	9/30/2008	30	\$186,617.62	\$642,764.49	\$9,281.98	\$33,289.71	85	82	\$0.00	\$0.00

11/24/08 Comments - There was a meeting on 11/10/08 with Aaron Concrete, the GEC, and Wilco to discuss additional work on Liberty Walk. The County wants to add an additional crossing for the neighborhood just south of the park to have a safe access to the park. Aaron Concrete is going to talk with their subs and try and have this additional work completed by Christmas.

11/3/08 Comments - Aaron Concrete has completed all work on the project except having their sub correct the crosswalks at all three intersections on RM 620. The GEC and Wilco reviewed the project to see if any additional punch list items needed correction on 11/03/08.

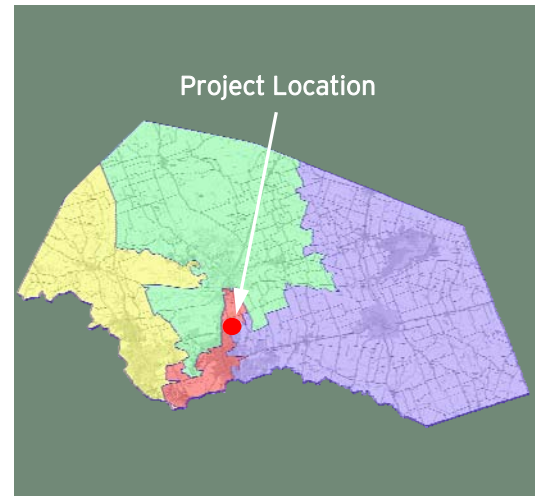
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	10/30/2008	11,869.20	11,869.20

2I: Differing Site Conditions. Additional safety needs (unforeseeable). Commissioner Birkman requested additional safety measures at the western HEB entrance to reduce the risk of accidents. Flexible Delineator Posts were therefore added to address the safety concerns. Twenty-eight (28) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	10/30/2008	-19,537.50	-7,668.30

1A: Design Error or Omission. Other. The proposed 18" RCP was changed to 24" RCP to match field conditions for the pipe extensions at Deep Wood Dr. 3: County Convenience. 3M: Other. Removes additional items that went with the In Pavement Lighting, which was removed from the Contract prior to Execution of the Contract Documents. 3L: Revising safety work/measures desired by the County. Upgrades the existing flashing beacon at the hike & bike trail crossing.

Adjusted Price = \$772,975.71



CR 111 (WESTINGHOUSE ROAD) (Hewlett Loop to FM 1460)

Project Length: 1.99 Miles
Roadway Classification: Minor Arterial
Roadway Section: Transitions from four-lane w/ center two-way turn lane on the west end to four-lane divided on the east end

Project Schedule: June 2008 - June 2010
Estimated Construction Cost: \$5.9 Million



NOVEMBER 2008 IN REVIEW

11/3/2008 - JC Evans is currently working on grading and setting forms for the pond. JC Evans is continuing to work on subgrade just west of Park Central all the way to just west of 1460 and is scheduled to start dumping base during the week beginning 11/03/08 on the proposed eastbound lanes.

11/17/2008 - JC Evans is working on processing flex base from Scenic Lake to just east of Park Central. The concrete crew is back on site working on forming for the pond rip rap.

11/24/2008 - JC Evans is continues working on processing flex base from Scenic Lake to just east of Park Central. The concrete crew completed the pond rip rap placement on 11/21/08.



Design Engineer: Huggins/Seiler & Associates
Contractor: J.C. Evans Construction
Construction Observation:
Benny Cloud, Williamson County

Williamson County
Road Bond Program

CR 111 - Westinghouse Rd. (Hewlett Loop to FM 1460)
Project No. 08WC608

Original Contract Price = \$5,864,053.94

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
4/2/2008	4/15/2008	6/6/2008	6/16/2008	6/15/2010		730	0	730

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	6/16/2008	6/30/2008	15	\$273,125.71	\$273,125.71	\$14,375.04	\$14,375.04	5	2	\$0.00	\$0.00
2	7/1/2008	7/31/2008	31	\$690,458.44	\$963,584.15	\$36,339.92	\$50,714.96	17	6	\$0.00	\$0.00
3	8/1/2008	8/31/2008	31	\$405,777.61	\$1,369,361.76	\$21,356.71	\$72,071.67	25	11	\$0.00	\$0.00
4	9/1/2008	9/30/2008	30	\$410,275.17	\$1,779,636.93	\$21,593.43	\$93,665.10	31	15	\$0.00	\$0.00
5	10/1/2008	10/31/08	31	\$170,855.60	\$1,950,492.53	\$8,992.40	\$102,657.50	34	19	\$0.00	\$0.00

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	09/23/2008	6,660.00	6,660.00

4D: Third Party Accommodation. Other. The Contractor installed permanent fencing along the ROW per an agreement made with the Property owner of Parcel 21 (NNP-Terra Vista. LP) and Williamson County prior to construction. The Contractor was also directed to install temporary fencing on Parcel 3 to keep the property owners cows off of the ROW.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	10/07/2008	100,144.67	106,804.67

6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). The property owner agreed to donate the ROW in exchange for the work associated with this Change Order: the installation of steel sleeve encasements for future utilities, the upgrade of existing driveways, and the addition of new driveways.

Adjusted Price = \$5,970,858.61

PRECINCT 2

COMMISSIONER LONG

Under Construction

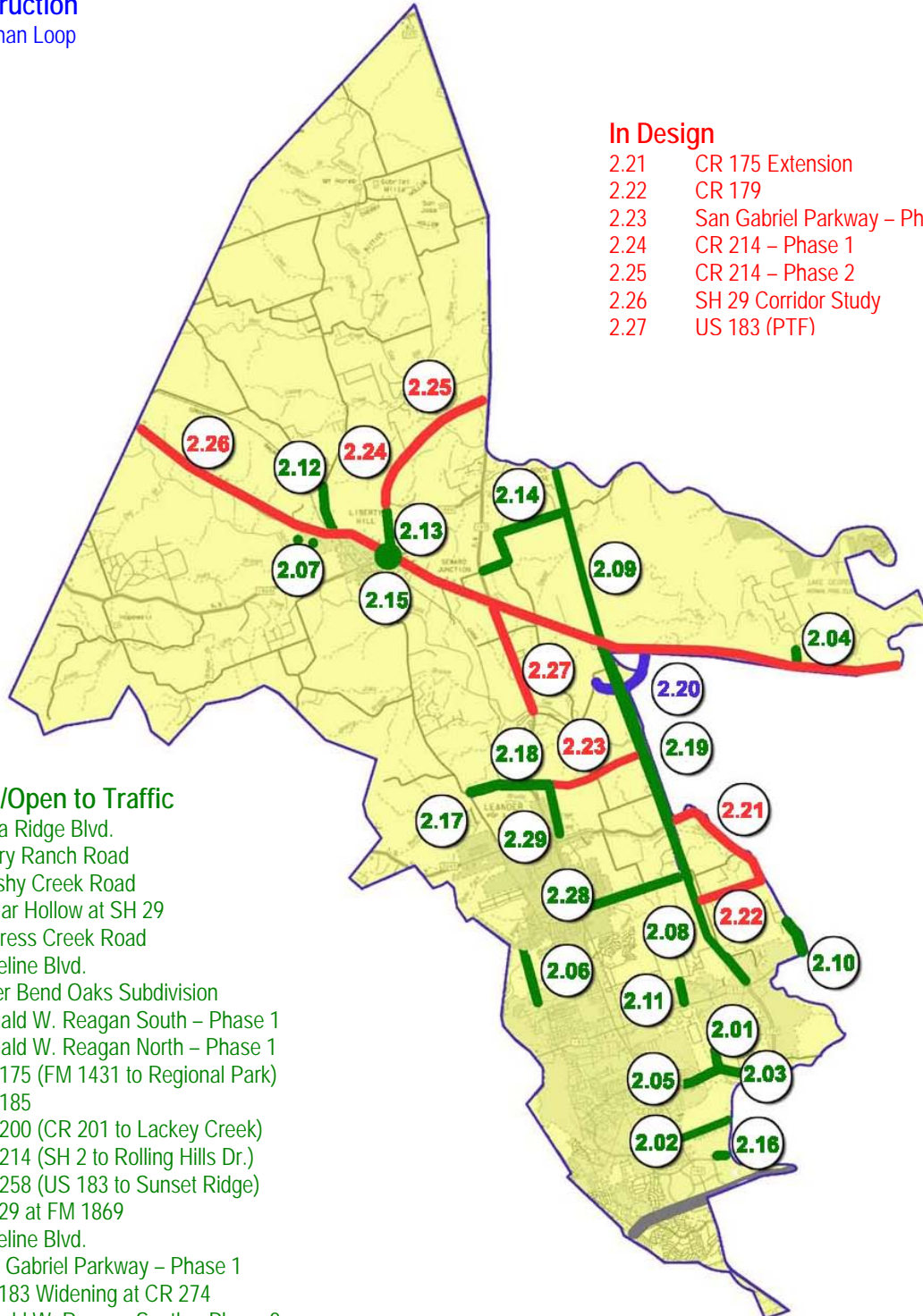
2.20 Kauffman Loop

In Design

2.21 CR 175 Extension
 2.22 CR 179
 2.23 San Gabriel Parkway – Phase 2
 2.24 CR 214 – Phase 1
 2.25 CR 214 – Phase 2
 2.26 SH 29 Corridor Study
 2.27 US 183 (PTF)

Completed/Open to Traffic

2.01 Vista Ridge Blvd.
 2.02 Avery Ranch Road
 2.03 Brushy Creek Road
 2.04 Cedar Hollow at SH 29
 2.05 Cypress Creek Road
 2.06 Lakeline Blvd.
 2.07 River Bend Oaks Subdivision
 2.08 Ronald W. Reagan South – Phase 1
 2.09 Ronald W. Reagan North – Phase 1
 2.10 CR 175 (FM 1431 to Regional Park)
 2.11 CR 185
 2.12 CR 200 (CR 201 to Lackey Creek)
 2.13 CR 214 (SH 2 to Rolling Hills Dr.)
 2.14 CR 258 (US 183 to Sunset Ridge)
 2.15 SH 29 at FM 1869
 2.16 Lakeline Blvd.
 2.17 San Gabriel Parkway – Phase 1
 2.18 US 183 Widening at CR 274
 2.19 Ronald W. Reagan South – Phase 2
 2.28 CR 272
 2.29 CR 273



San Gabriel Pkwy, Ph. 1 (Future Halsey Dr. to Future CR 273)
Project No. 05WC321

Original Contract Price = \$2,291,679.53

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
6/22/2005	7/12/2005	5/1/2006	5/8/2006	2/15/2007		244	39	283

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	5/8/2006	5/31/2006	24	\$424,768.73	\$424,768.73	\$47,196.53	\$47,196.53	19	8	\$0.00	\$0.00
2	6/1/2006	6/30/2006	30	\$138,345.52	\$563,114.25	\$15,371.72	\$62,568.25	25	19	\$0.00	\$0.00
3	7/1/2006	7/31/2006	31	\$279,550.44	\$842,664.69	\$31,061.16	\$93,629.41	38	30	\$0.00	\$0.00
4	8/1/2006	8/31/2006	31	\$228,153.27	\$1,070,817.96	\$25,350.36	\$118,979.77	48	41	\$0.00	\$0.00
5	9/1/2006	9/30/2006	30	\$249,149.78	\$1,319,967.74	\$27,683.31	\$146,663.08	59	52	\$0.00	\$0.00
6	10/1/2006	10/31/06	31	\$319,298.06	\$1,639,265.80	\$35,477.56	\$182,140.64	74	63	\$0.00	\$0.00
7	11/1/2006	11/30/06	30	\$377,676.64	\$2,016,942.44	\$41,964.08	\$224,104.72	91	73	\$0.00	\$0.00
8	12/1/2006	1/31/2007	62	\$35,795.41	\$2,052,737.85	\$3,977.26	\$228,081.98	92	95	\$0.00	\$0.00
9	2/1/2007	2/28/2007	15	\$47,813.82	\$2,100,551.67	\$5,312.65	\$233,394.63	94	100	\$0.00	\$0.00
10	3/1/2007	3/31/2007	N/A	\$186,715.71	\$2,287,267.38	\$-186,715.70	\$46,678.93	94	-	\$0.00	\$0.00

11/24/08 Comments - HNTB is awaiting J.C. Evans' response to the Railroad Crossing letter.

10/27/08 Comments - HNTB has issued a letter to JC Evans with items that need to be corrected concerning the Railroad Crossing. HNTB is awaiting a schedule of work from J.C. Evans.

9/29/2008 Comments - GEC coordinating with CapMetro for final approval of the Railroad Crossing. HNTB has issued a letter to JC Evans with items that need to be corrected concerning the Railroad Crossing.

8/25/2008 Comments - HNTB continues coordinating with CapMetro for final approval of the Railroad Crossing. A meeting is being scheduled for Thursday, 8/28/08.

4/28/2008 Comments - HNTB is working to coordinate with Capital Metro for final approval of the Railroad Crossing. Once Capital Metro has approved the crossing, final project close-out can begin.

3/24/2008 Comments - PEC completed installation of power to the intersection on 1/11/08. Awaiting CMTA verification of power supply and working condition of the railroad crossing signal.

1/28/2008 Comments - PEC completed installation of power to the intersection on 1/11/08. The Contractor is currently in the process of requesting CMTA verification of power supply and working condition of the railroad crossing signal.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	03/21/2006	180,012.38	180,012.38

5E: Contractor Convenience. The project was let in July 2005. Due to delays with acquisition of easements for the project, construction was postponed for approximately 6 months. As a result of the extensive delays, the Contractor was unable to honor the original unit costs bid and awarded for selected contract items and requested revised contract prices for those items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	09/20/2006	2,719.00	182,731.38

1B: Design Error (Other) - Item of work in plans was not identified in original bid. New item is being added (valley gutter).

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	02/23/2007	16,716.25	199,447.63

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). The section of Halsey Drive included in the project was widened and striping was added to match conditions on the existing Halsey Drive. 38 days were added to the contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	02/23/2007	12,377.65	211,825.28

1A: Design Error or Omission. Incorrect PS&E. The elevations at the existing railroad did not match those on the plans. Elevations were revised to meet field conditions, resulting in additional quantities. The vegetative watering quantity has been revised to meet the contract watering requirements. 3M: County Convenience. Other. County opted to revise the project limits in order to better coordinate the future work to be done at the US 183 intersection.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
5	08/16/2007	0.00	211,825.28

5E: Contractor Convenience. Other. The Owner may elect to reduce the contract retainage to 5% upon completion of 50% of the value of the work in keeping with current industry standard practice. The Owner may elect to further reduce the contract retainage to 2% upon issuance of the Certificate of Substantial Completion.

Adjusted Price = \$2,503,504.81

Ronald Reagan Blvd. South, Ph. 2 (FM 2243 to SH 29)
Project No. 05WC324

Original Contract Price = \$15,857,326.54

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
8/17/2005	9/27/2005	1/13/2006	1/23/2006	2/13/2008		540	212	752

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	11/1/2005	11/30/05	0	\$74,925.00	\$74,925.00	\$8,325.00	\$8,325.00	1	0	\$0.00	\$0.00
2	12/1/2005	12/31/05	0	\$103,696.20	\$178,621.20	\$11,521.80	\$19,846.80	1	0	\$0.00	\$0.00
3	1/1/2006	1/31/2006	9	\$750,735.00	\$929,356.20	\$83,415.00	\$103,261.80	7	1	\$0.00	\$0.00
4	2/1/2006	2/28/2006	28	\$444,184.20	\$1,373,540.40	\$49,353.80	\$152,615.60	11	5	\$0.00	\$0.00
5	3/1/2006	3/31/2006	31	\$291,523.10	\$1,665,063.50	\$32,391.46	\$185,007.06	13	9	\$0.00	\$0.00
6	4/1/2006	4/30/2006	30	\$399,662.07	\$2,064,725.57	\$44,406.89	\$229,413.95	17	13	\$0.00	\$0.00
7	5/1/2006	5/31/2006	31	\$655,292.34	\$2,720,017.91	\$72,810.26	\$302,224.21	22	17	\$0.00	\$0.00
8	6/1/2006	6/30/2006	30	\$455,018.26	\$3,175,036.17	\$50,557.59	\$352,781.80	25	21	\$0.00	\$0.00
9	7/1/2006	7/31/2006	31	\$40,437.00	\$3,215,473.17	\$4,493.00	\$357,274.80	26	25	\$0.00	\$0.00
10	8/1/2006	8/31/2006	31	\$285,902.35	\$3,501,375.52	\$31,766.92	\$389,041.72	27	29	\$0.00	\$0.00
11	9/1/2006	9/30/2006	30	\$528,814.84	\$4,030,190.36	\$58,757.21	\$447,798.93	32	33	\$0.00	\$0.00
12	10/1/2006	10/31/06	31	\$311,641.77	\$4,341,832.13	\$34,626.86	\$482,425.79	34	38	\$0.00	\$0.00
13	11/1/2006	11/30/06	30	\$478,315.80	\$4,820,147.93	\$53,146.20	\$535,571.99	38	41	\$0.00	\$0.00
14	12/1/2006	3/31/2007	121	\$1,317,936.47	\$6,138,084.40	\$146,437.39	\$682,009.38	48	58	\$0.00	\$0.00
15	4/1/2007	4/30/2007	30	\$447,058.65	\$6,585,143.05	\$49,673.18	\$731,682.56	51	62	\$0.00	\$0.00
16	5/1/2007	5/31/2007	31	\$250,755.70	\$6,835,898.75	\$27,861.77	\$759,544.33	53	66	\$0.00	\$0.00
17	6/1/2007	7/31/2007	61	\$892,102.41	\$7,728,001.16	\$99,122.49	\$858,666.82	60	74	\$0.00	\$0.00
18	8/1/2007	8/31/2007	31	\$625,810.47	\$8,353,811.63	\$69,534.49	\$928,201.31	65	78	\$0.00	\$0.00
19	9/1/2007	9/30/2007	30	\$804,499.07	\$9,158,310.70	\$89,388.79	\$1,017,590.10	71	82	\$0.00	\$0.00
20	10/1/2007	10/31/07	31	\$1,258,832.28	\$10,417,142.98	\$-469,076.61	\$548,513.49	77	86	\$0.00	\$0.00
21	11/1/2007	11/30/07	30	\$785,594.47	\$11,202,737.45	\$41,347.08	\$589,860.57	83	90	\$0.00	\$0.00
22	12/1/2007	12/31/07	31	\$453,813.77	\$11,656,551.22	\$23,884.94	\$613,745.51	86	94	\$0.00	\$0.00
23	1/1/2008	1/31/2008	31	\$701,577.47	\$12,358,128.69	\$36,925.13	\$650,670.64	91	98	\$0.00	\$0.00
24	2/1/2008	2/29/2008	13	\$789,217.12	\$13,147,345.81	\$-381,980.87	\$268,689.77	94	100	\$0.00	\$0.00
25	3/1/2008	3/31/2008	N/A	\$168,372.53	\$13,315,718.34	\$3,436.18	\$272,125.95	95	-	\$0.00	\$0.00
26	4/1/2008	5/31/2008	N/A	\$123,532.38	\$13,439,250.72	\$2,521.06	\$274,647.01	96	-	\$0.00	\$0.00
27	6/1/2008	6/30/2008	N/A	\$158,393.86	\$13,597,644.58	\$3,232.53	\$277,879.54	97	-	\$0.00	\$0.00

11/24/2008 Comments Ranger has completed all punch list items except the low water crossing and the chip seal on the south side of the South San Gabriel River.

10/27/2008 Comments Ranger's sub is currently working on watering the sodded and seeded areas of the project. The GEC has received concurrence from Tesch on design of the low water crossing at the South San Gabriel River. Ranger has completed all punch list items except the low water crossing and the chip seal on the south side of the South San Gabriel River.

9/29/2008 Comments - Ranger is working to finish the punch list items. A meeting was held on 9/12/09 with the GEC, Ranger and Mr. Tesch, a property owner, to discuss his low water crossing issues.

8/25/2008 Comments - Ranger's sub has currently completed the sod installation on the project. The GEC is scheduling a meeting with Ranger this week to determine when they will have the punch list completed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	02/14/2006	-2,114,062.05	-2,114,062.05

3C - County Convenience. Implementation of a Value Engineering finding. Pavement design was changed to a 2.5" TY C HMAC over a 15" Flexible Base section for the main lanes. Due to change in pavement design, excavation & embankment quantities were also revised.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	02/14/2006	-192,122.88	-2,306,184.93

3C - County Convenience. Implementation of a Value Engineering finding. As a result of the value engineering process, unit prices for the 6x3 and 7x3 box culvert items were adjusted as mutually agreed to by Williamson County and Ranger Excavating.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	05/18/2006	12,444.00	-2,293,740.93

2J - Differing Site Conditions (unforeseeable) (other). A residence within the ROW that was scheduled for demolition was found to have asbestos. Extra expenses were incurred by the Contractor for asbestos removal.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	07/11/2006	128,440.00	-2,165,300.93

6D. Untimely ROW/Utilities. Other. Steel encasement pipe for future waterline for the City of Leander added at sta. 227+10, sta. 241+70, sta. 262+00, sta. 262+10. Utility plans were not incorporated into PS&E at the time of letting.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	09/05/2006	111,179.80	-2,054,121.13

1A: Design error or Omission. Incorrect PS&E. Original plans did not account for the channel crossing at the proposed driveway location. A box culvert was added for the drainage design. 15 days were added to the contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
06	08/17/2006	8,493.37	-2,045,627.76
2C: New Development - Conditions changing after PS&E completed. 2D: Environmental Remediation. During the clearing and grubbing of ROW, two abandoned water wells and one abandoned septic tank were discovered and needed to be properly removed.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
07	08/29/2006	59,041.60	-1,986,586.16
4B: Third Party requested work. Per the terms of the real estate contract agreement, the County must provide a driveway for the landowner. 6D: Untimely ROW. The real estate contract agreement was not finalized until after the contract plans were complete and the project was let. 15 days were added to the contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
08	09/05/2006	218,894.00	-1,767,692.16
6D: Untimely ROW/Utilities. 6D-Other. Chisholm Trail waterline relocations were not incorporated into the plans prior to contract award. 30 days were added to the contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
09	02/07/2007	8,360.00	-1,759,332.16
4B: Third Party Accommodation - Third party requested work. The County and the property owner agreed to temporary fencing at the driveways and culvert locations to facilitate the construction of the roadway. This change order provides compensation to the property owner for installation of temporary special fencing around the easements, and its removal once the driveway and culvert construction is complete, allowing the permanent fencing to be installed.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
10	03/27/2007	205,000.00	-1,554,332.16
3M: County Convenience. Other. The one-course surface treatment will be added due to the deletion of the 4.5" of Type B asphalt requested by Williamson County as part of the pavement design section revision.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
11	03/21/2007	10,577.00	-1,543,755.16
6C: Untimely ROW/Utilities. Utilities not Clear. The location of water lines on the plans did not match actual field conditions. Additional effort was required to perform exploratory work and additional water line relocations.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
12	04/20/2007	2,530.00	-1,541,225.16
6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). New fencing was added for the drainage easement on the north and south sides of Hwy 29 for the stock pass extension.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
13	07/05/2007	-12,050.34	-1,553,275.50
4B: Third Party Accommodation. Third Party requested work. Realigned driveway to avoid taking out unnecessary trees on the Lamb property. 6D: Untimely ROW/Utilities. Other. Move Densford's driveway back to CL Sta. of 279+00 to avoid power pole in the proposed driveway location of Sta. 280+00.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
14	07/12/2007	81,502.00	-1,471,773.50
4B: Third Party Accommodation. Third Party requested work. Installation of steel sleeves for future utilities at property owner's request, per terms of the real estate contract agreement. Twenty-five (25) days were added to the project schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
15	09/17/2007	4,010.38	-1,467,763.12
4B: Third Party Accommodation. Third party requested work. Driveways relocated and a drainage pipe added to one location. Twenty (20) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
16	08/15/2007	29,117.00	-1,438,646.12
2J: Differing Site Conditions. Other. Existing groundwater within the strata below the proposed roadway is resulting in soft subgrade conditions. A geotechnical investigation was completed to assess the problem and a rock filter system was developed to mitigate the groundwater problem. This change order provides compensation for the extra time and work associated with the revision. Ninety-three (93) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
17	10/31/2007	7,424.20	-1,431,221.92
1B: Design Error or Emission. Other. Metal Beam Guard Fence transitions were not included as a bid item even though they show to be installed on plans. This change order provides payment for the transitions. 2E: Differing Site Conditions. Miscellaneous Difference in Site Conditions. In order to construct certain driveways, a small amount of fencing was removed while various amounts of temporary and permanent fencing will need to be installed. Five (5) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
18	11/19/2007	0.00	-1,431,221.92
5E: Contractor Convenience. Other. The Owner may elect to reduce the contract retainage to 5% upon completion of 50% of the value of the work in keeping with current industry standard practice. The Owner may elect to further reduce the contract retainage to 2% upon issuance of the Certificate of Substantial Completion			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
19	01/08/2008	15,628.50	-1,415,593.42
1B: Design Error or Emission. Other. Signal layout information for FM 2243 intersection was excluded from plans. Contractor had to remove and replace existing traffic detectors and pull boxes in order to construct a portion of roadway. Two (2) days were added to the Contract schedule.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
20	01/30/2008	24,887.96	-1,390,705.46

2J: Differing Site Conditions. Other. This change order provides compensation for the extra time and work associated with revisions to mitigate the groundwater problem in the northbound lanes of Reagan Blvd, following the same strategy developed for the southbound lanes of Reagan Blvd under Change Order No. 16. 4B: Third Party Accommodation. Third Party Requested Work. Provides compensation for the removal of entrance walls and capping gate columns on the Fisher property. 3F: County Convenience. Additional work required by the County. Provides compensation for removal of Parmer Lane sign at the intersection of Reagan Blvd and RM 2243. Seven (7) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
21	01/29/2008	106,465.66	-1,284,239.80

2J: Differing Site Conditions. Other. Change Order #16 (attached) added ninety-three (93) days to the Contract schedule. The change in the Contract schedule delayed the Contractor's planned paving schedule. As a result of the delay, the Contractor was unable to hold the bid prices for asphalt materials. This Change Order provides for a fair and equitable price increase for asphalt material items.

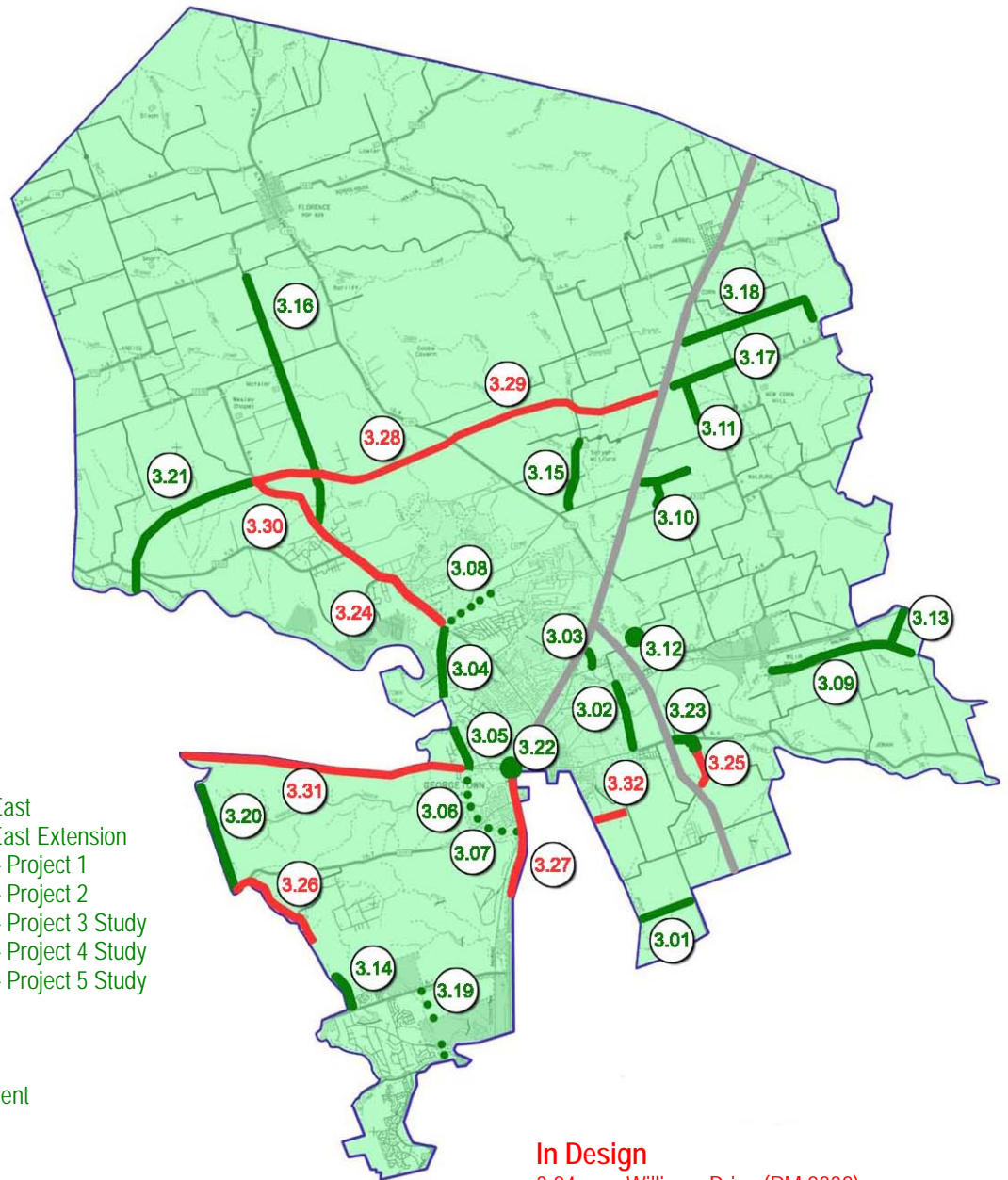
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
22	07/08/2008	8,930.00	-1,275,309.80

3M: County Convenience. Other. Property owner's fence was located in the middle of the new ditch line. To prevent future damage to the fence, it was moved into the County's ROW and a water gap was installed. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions. In order to maintain the proper slope at certain driveways, the Contractor demoed SET's and extended driveway pipes to accommodate wider driveways.

Adjusted Price = \$14,582,016.74

PRECINCT 3

COMMISSIONER COVEY



Completed/Open to Traffic

- 3.01 Chandler Rd. – Phase 1
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study
- 3.07 Georgetown Inner Loop – Project 4 Study
- 3.08 Georgetown Inner Loop – Project 5 Study
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.19 Wyoming Springs North – Study
- 3.20 Ronald W. Reagan South Phase 2
- 3.21 Ronald W. Reagan North Phase 2
- 3.23 SH 29/CR 104 – Phase 1
- 3.22 IH-35 @ SH 29 Turnarounds (PTF)

In Design

- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.26 CR 175 Extension
- 3.27 IH-35 Northbound Frontage Rd and Ramps
- 3.28 Ronald W. Reagan North Phase 3
- 3.29 Ronald W. Reagan North Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Corridor Study
- 3.32 Georgetown SE Inner Loop Widening

Ronald Reagan Blvd North, Ph. 2 (FM 3405 to RM 2338)
Project No. 07WC502

Original Contract Price = \$9,757,296.99

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
11/1/2006	11/28/2006	3/7/2007	3/12/2007	5/23/2008		450	0	450

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	3/12/2007	3/31/2007	20	\$356,220.00	\$356,220.00	\$39,580.00	\$39,580.00	4	4	\$0.00	\$0.00
2	4/1/2007	4/30/2007	30	\$607,947.95	\$964,167.95	\$67,549.77	\$107,129.77	11	11	\$0.00	\$0.00
3	5/1/2007	5/31/2007	31	\$250,364.38	\$1,214,532.33	\$27,818.27	\$134,948.04	14	18	\$0.00	\$0.00
4	6/1/2007	6/30/2007	30	\$524,013.80	\$1,738,546.13	\$58,223.75	\$193,171.79	20	25	\$0.00	\$0.00
5	7/1/2007	7/31/2007	31	\$256,470.21	\$1,995,016.34	\$28,496.69	\$221,668.48	23	32	\$0.00	\$0.00
6	8/1/2007	8/31/2007	31	\$675,412.47	\$2,670,428.81	\$75,045.83	\$296,714.31	30	38	\$0.00	\$0.00
7	9/1/2007	9/30/2007	30	\$975,098.54	\$3,645,527.35	\$108,344.28	\$405,058.59	41	45	\$0.00	\$0.00
8	10/1/2007	10/31/07	31	\$1,034,884.68	\$4,680,412.03	\$114,987.19	\$520,045.78	53	52	\$0.00	\$0.00
9	11/1/2007	11/30/07	30	\$897,356.66	\$5,577,768.69	\$99,706.30	\$619,752.08	63	59	\$0.00	\$0.00
10	12/1/2007	12/31/07	31	\$491,751.45	\$6,069,520.14	\$-300,303.65	\$319,448.43	65	66	\$0.00	\$0.00
11	1/1/2008	1/31/2008	31	\$600,627.39	\$6,670,147.53	\$31,611.97	\$351,060.40	72	72	\$0.00	\$0.00
12	2/1/2008	2/29/2008	29	\$933,260.56	\$7,603,408.09	\$49,118.97	\$400,179.37	82	79	\$0.00	\$0.00
13	3/1/2008	3/31/2008	31	\$534,479.40	\$8,137,887.49	\$28,130.50	\$428,309.87	88	86	\$0.00	\$0.00
14	4/1/2008	4/30/2008	30	\$505,128.78	\$8,643,016.27	\$26,585.72	\$454,895.59	93	92	\$0.00	\$0.00
15	5/1/2008	5/31/2008	23	\$123,657.52	\$8,766,673.79	\$6,508.29	\$461,403.88	94	98	\$0.00	\$0.00
16	6/1/2008	6/30/2008	N/A	\$114,594.93	\$8,881,268.72	\$6,031.32	\$467,435.20	99	-	\$0.00	\$0.00
17	7/1/2008	7/31/2008	N/A	\$326,467.91	\$9,207,736.63	\$-279,522.21	\$187,912.99	100	-	\$0.00	\$0.00

11/24/08 Comments - The Contractor has revegetated some bare areas on the project and is currently watering to establish the vegetation.

10/27/08 Comments - The Contractor has revegetated some bare areas on the project and is currently watering to establish the vegetation. The GEC met with County staff on 10/13/08 and it was determined that the additional fencing will be placed on all four sides of Tributary #2. This work was completed during the week of 10/20/08.

9/29/2008 Comments - The GEC has notified the Contractor of areas that need revegetated on the project. Watering continues for vegetation establishment.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	05/25/2007	24,640.00	24,640.00

4D: Third Party Accommodation. Other. Item added as obligation to Seller (property owner) by Purchaser (Williamson County) in Real Estate Contract to furnish and install pipe sleeves of sufficient size to contain utility lines across property from North to South. Real estate contract provision was inadvertently left out of the contract as a bid item.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	08/10/2007	-5,041.39	19,598.61

4B: Third Party Accommodation. Third Party Requested Work. The County agreed to property owner's request to eliminate construction of the proposed cul-de-sac at CR 248 and construct a driveway for access into the property. This change order will add and adjust bid item quantities associated with the construction changes in this area.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	08/10/2007	8,420.00	28,018.61

4D: Third Party Accommodation. Other. Item added as obligated to Seller (Elvin and Donna Hall - property owner Parcel 23) by Purchaser (Williamson County) on Real Estate Contract to construct driveway at Station 746 RT. The change order will reflect the additional cost for construction of this drive using existing contract items and unit rates.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	08/28/2007	28,133.90	56,152.51

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. 3D: County Convenience. Achievement of an early project completion. The County agreed to Contractor's request to modify the construction strategy at the FM 3405 intersection. This change order accounts for the extra work associated with the revised construction strategy.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	01/14/2008	11,623.50	67,776.01

4B: Third Party Accommodation. Third party requested work. Williamson County agreed to accommodate a property owner's request to construct an additional driveway which allows access from the Thomlinson Family property (Parcel 38) to Ronald Reagan Blvd.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
06	12/11/2007	289,372.00	357,148.01

4B: Third Party Accommodation. Third party requested work. 6C: Untimely ROW/Utilities. Utilities not clear. The County agreed to Chisholm Trail Utility District's request for assistance with the relocation of their 18" water line that conflicts with construction of intersection at FM 3405. This change order will add bid item quantities associated with the relocation of the water line.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
07	07/31/2008	-718,831.29	-361,683.28

3H: County Convenience. Cost savings opportunity discovered during construction. The ultimate alignment for the Reagan Blvd / RM 2338 intersection will be constructed as part of the Reagan North, Ph. 3 project. Rather than construct the interim intersection as originally planned, the County opted for a simpler tie-in which reduced the amount of new construction to be removed during the Reagan North, Ph. 3 construction.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
08	10/30/2008	22,536.50	-339,146.78

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. 2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). The County agreed to Contractor's request to modify the construction strategy at the FM 3405 (via CO #4) and CR 289 intersections (via RFI #15). This change order accounts for the extra work associated with the revised construction strategy at CR 289, as well as extra quantities associated with unexpected field conditions at FM 3405 to create a smooth tie-in.

Adjusted Price = \$9,418,150.21

PASS THROUGH FINANCING: IH-35 at SH 29 (Turnaround Structures)
Wilco Project No. 07WC513 TxDOT CSJ: 015-08-122

Original Contract Price = \$3,673,982.79

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
7/25/2007	8/7/2007	9/28/2007	10/29/2007	8/25/2008		209	3	212

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	10/29/200	10/31/07	3	\$296,803.30	\$296,803.30	\$0.00	\$0.00	8	1	\$0.00	\$0.00
2	11/1/2007	11/30/07	19	\$430,321.76	\$727,125.06	\$0.00	\$0.00	20	10	\$0.00	\$0.00
3	12/1/2007	12/31/07	18	\$238,722.18	\$965,847.24	\$0.00	\$0.00	26	19	\$0.00	\$0.00
4	1/1/2008	1/31/2008	22	\$655,758.48	\$1,621,605.72	\$0.00	\$0.00	44	29	\$0.00	\$0.00
5	2/1/2008	2/29/2008	21	\$419,178.90	\$2,040,784.62	\$0.00	\$0.00	56	39	\$0.00	\$0.00
6	3/1/2008	3/31/2008	21	\$221,080.63	\$2,261,865.25	\$0.00	\$0.00	62	49	\$0.00	\$0.00
7	4/1/2008	4/30/2008	22	\$292,046.55	\$2,553,911.80	\$0.00	\$0.00	70	59	\$0.00	\$0.00
8	5/1/2008	5/31/2008	21	\$112,337.87	\$2,666,249.67	\$0.00	\$0.00	73	69	\$0.00	\$0.00
9	6/1/2008	6/30/2008	21	\$129,096.35	\$2,795,346.02	\$0.00	\$0.00	76	79	\$0.00	\$0.00
10	7/1/2008	7/31/2008	22	\$259,428.07	\$3,054,774.09	\$0.00	\$0.00	83	90	\$0.00	\$0.00
11	8/1/2008	8/31/2008	18	\$479,658.20	\$3,534,432.29	\$0.00	\$0.00	96	98	\$0.00	\$0.00
12	9/1/2008	9/30/2008	N/A	\$37,186.78	\$3,571,619.07	\$0.00	\$0.00	97	-	\$0.00	\$0.00
13	10/1/2008	10/31/200	N/A	\$7,302.45	\$3,578,921.52	\$0.00	\$0.00	97	-	\$0.00	\$0.00

11/24/2008 Comments The Contractor continues watering for establishment of grass growth on the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	12/06/2007	25,000.00	25,000.00

3F: County Convenience. Additional work desired by the County. Revising safety work/measures desired by the County. This change order establishes an item to pay for off duty police and their vehicles that are required to work in lane closures according General Note to Item 502. Payment will be made based on invoices submitted by the Contractor.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	12/06/2007	750.00	25,750.00

3F: County Convenience. Additional work desired by the County. This change order establishes an item to pay for Drill Shaft cores according to Item 416.5C

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	02/07/2008	-52,500.00	-26,750.00

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. The work item for Portable Concrete Traffic Barrier (CTB) is being revised, at the Contractor's request, from being furnished by the Contractor to being furnished from a TXDOT stockpile.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	02/18/2008	-4,434.15	-31,184.15

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. The Contractor requested and received permission from the Design Engineer and TxDOT to delete the epoxy coating on the rebar for the bridge slabs. This Change Order credits the County for the deletion of the epoxy coating.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	03/27/2008	0.00	-31,184.15

4D: Third Party Accommodation. Other. 5E: Contractor Convenience. Other. This change order adds three (3) working days to the contract to account for time charged between Christmas and New Years holidays. TxDOT regulations restricted work on state roads during this time period.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
06	07/16/2008	20,000.00	-11,184.15

2E: Differing Site Conditions. Miscellaneous differences in sight conditions (unforeseeable). This change order sets up a force account for \$20,000.00 to remove and replace coping on retaining wall 6 due to a redesign of the roadway and retaining wall profile.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
07	05/14/2008	10,000.00	-1,184.15

3M: County Convenience. Other. This change order sets up a force account pay item to pay the contractor for repairing damage to safety appurtenances on the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
08	10/01/2008	-5,592.10	-6,776.25

3L: County Convenience. Revising safety work/measures desired by the County. This change order deletes work on the guard rail that is attached to the existing SH 29 bridge, as approved by TXDOT, and installs a crash cushion and guard rail at NBSB Sta. 15+60 at the end of wall 7.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
09	10/01/2008	18,998.55	12,222.30

3L: County Convenience. Revising safety work/measures desired by the County. This change order pays the Contractor to place PCTB which protects the work zone and allows the Contractor to perform excavation adjacent to IH 35, relocate an illumination pole, and replace conduit in the excavated area that fed the illumination assemblies.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
10	10/30/2008	-39,812.00	-27,589.70
1B: Design Error or Omission. Incorrect PS&E. This change order decreases the retaining wall Plan Quantity square footage due a revision in the height of the wall at the Abutments.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
11	10/30/2008	4,200.00	-23,389.70
3E: County Convenience. Reduction of future maintenance. This change order adds rock berms to the contract to control erosion at the backless inlets.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
12	10/30/2008	5,159.00	-18,230.70
3F: County Convenience. Additional work desired by County. This change order pays the contractor to construct a drill shaft foundation, provide and install an illumination pole to be used as a mount for a future for the traffic counting device.			
			Adjusted Price = \$3,655,752.09

SH 29 / CR 104, Ph. 1 Improvements
Project No. 08WC602

Original Contract Price = \$1,977,963.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
1/16/2008	1/29/2008	2/15/2008	3/1/2008	7/28/2008		150	0	150

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	3/1/2008	3/31/2008	31	\$430,637.70	\$430,637.70	\$0.00	\$0.00	22	21	\$0.00	\$0.00
2	4/1/2008	4/30/2008	30	\$295,203.00	\$725,840.70	\$0.00	\$0.00	37	41	\$0.00	\$0.00
3	5/1/2008	5/31/2008	31	\$306,661.50	\$1,032,502.20	\$0.00	\$0.00	52	61	\$0.00	\$0.00
4	6/1/2008	6/30/2008	30	\$803,127.78	\$1,835,629.98	\$0.00	\$0.00	92	81	\$0.00	\$0.00
5	7/1/2008	8/31/2008	28	\$45,171.89	\$1,880,801.87	\$0.00	\$0.00	95	100	\$0.00	\$0.00
6	9/1/2008	9/30/2008	N/A	\$12,696.30	\$1,893,498.17	\$0.00	\$0.00	95	-	\$0.00	\$0.00

11/24/08 Comments - The Contractor placed additional seed on the SH 29 portion of project and continues watering for grass growth.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	07/08/2008	10,000.00	10,000.00

3M: County Convenience. Other. This change order sets up a force account pay item to pay the contractor for repairing damage to safety appurtenances on the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	08/13/2008	4,550.00	14,550.00

2: Differing Site Conditions (unforeseeable). 2G: Unadjusted Utility. This change order will provide payment for adjustment of valve risers located behind the curb on CR 104, over existing Jonah water line. 2E: Miscellaneous difference in site conditions. This change order will also pay the Contractor to modify Driveway #10 to address a drainage problem located behind the curb located on the south end of CR 104. 2I: Additional safety needs. The change order will pay for removal and relocation of mailboxes on the north side of SH 29 (requested by the rural postal carrier).

Adjusted Price = \$1,992,513.60

PRECINCT 4

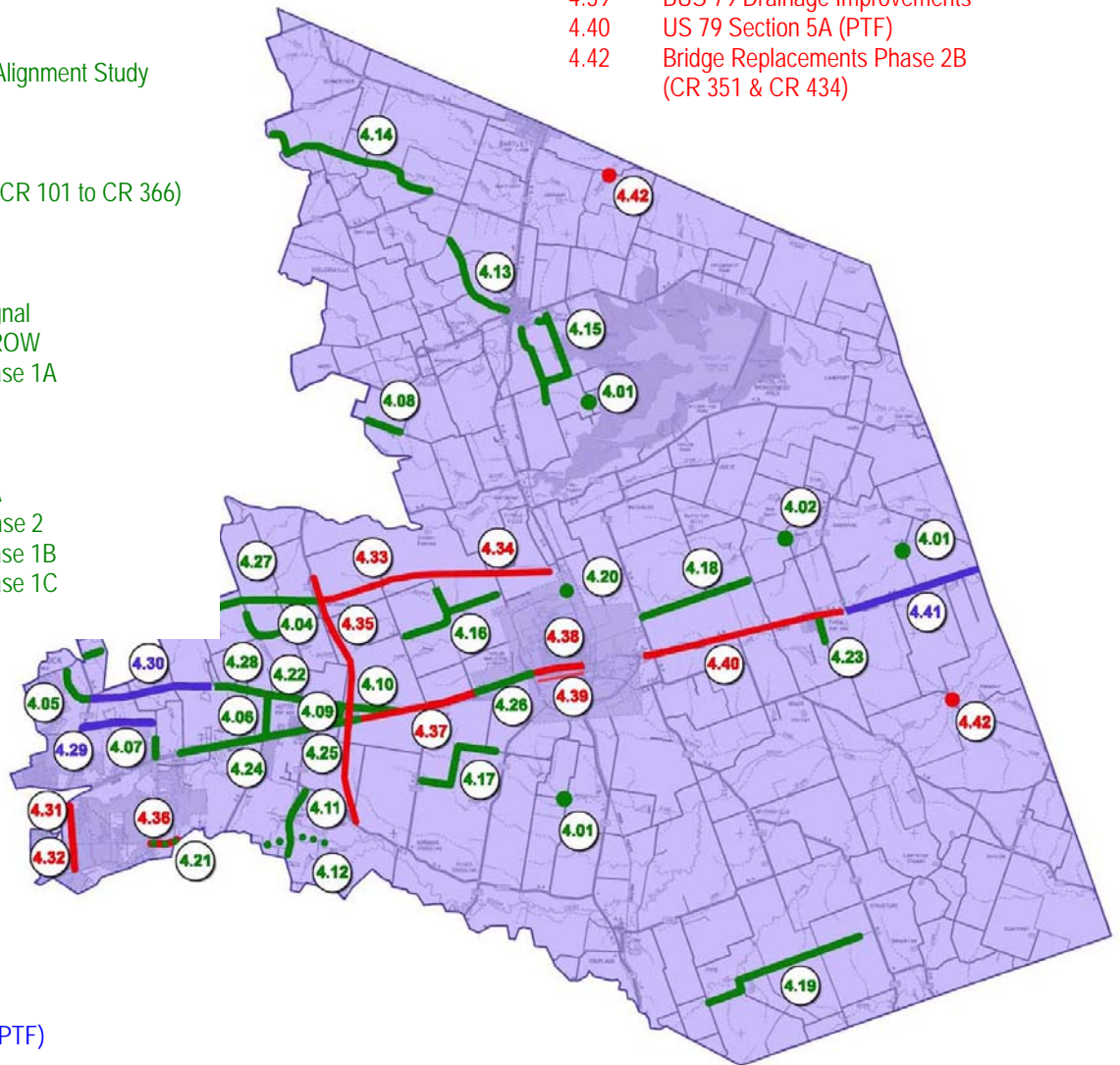
COMMISSIONER MORRISON

Completed/Open to Traffic

- 4.01 Bridge Replacements Phase 1
(CR 406, CR 390, CR 427)
- 4.02 Bridge Replacements Ph. 2A (CR 424)
- 4.03 Chandler Rd. – Phase 1
- 4.04 CR 100
- 4.05 CR 112 – Phase 1
- 4.06 CR 119
- 4.07 CR 122 at US 79
- 4.08 CR 124
- 4.09 CR 132
- 4.10 CR 136
- 4.11 CR 137
- 4.12 CR 138 & CR 139 Alignment Study
- 4.13 CR 300 & CR 301
- 4.14 CR 302
- 4.15 CR 347 & CR 348
- 4.16 CR 368 & CR 369 (CR 101 to CR 366)
- 4.17 CR 404
- 4.18 CR 412
- 4.19 CR 466
- 4.20 FM 37 at SH 95 Signal
- 4.21 Gattis School Rd. ROW
- 4.22 Limmer Loop – Phase 1A
- 4.23 Thrall School Zone
- 4.24 US 79 – Section 1
- 4.25 US 79 – Section 2
- 4.26 US 79 – Section 3A
- 4.27 Chandler Rd. – Phase 2
- 4.28 Limmer Loop – Phase 1B
- 4.30 Limmer Loop – Phase 1C

In Design

- 4.31 Arterial A – Phase 1
- 4.32 Arterial A – Phase 2
- 4.33 Chandler Rd. – Phase 3A
- 4.34 Chandler Rd. – Phase 3B
- 4.35 FM 1660 (PTF)
- 4.36 Gattis School Road
- 4.37 US 79 Section 3 (PTF)
- 4.38 BUS 79/2nd Street Improvements
- 4.39 BUS 79 Drainage Improvements
- 4.40 US 79 Section 5A (PTF)
- 4.42 Bridge Replacements Phase 2B
(CR 351 & CR 434)



Under Construction

- 4.29 CR 113
- 4.41 US 79 Section 5B (PTF)

Limmer Loop, Ph. 1C (CR 110 to SH 130)
Project No. 08WC603

Original Contract Price = \$1,504,753.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/6/2008	2/19/2008	4/21/2008	4/30/2008	10/2/2008		210	0	210

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	4/30/2008	4/30/2008	1	\$120,168.90	\$120,168.90	\$13,352.10	\$13,352.10	9	0	\$0.00	\$0.00
2	5/1/2008	5/31/2008	31	\$201,787.20	\$321,956.10	\$22,420.80	\$35,772.90	24	15	\$0.00	\$0.00
3	6/1/2008	6/30/2008	30	\$211,777.20	\$533,733.30	\$23,530.80	\$59,303.70	39	30	\$0.00	\$0.00
4	7/1/2008	7/31/2008	31	\$265,662.00	\$799,395.30	\$29,518.00	\$88,821.70	59	44	\$0.00	\$0.00
5	8/1/2008	9/30/2008	61	\$585,041.28	\$1,384,436.58	\$65,004.59	\$153,826.29	96	73	\$0.00	\$0.00
6	10/1/2008	10/31/08	2	\$123,061.03	\$1,507,497.61	\$-123,061.03	\$30,765.26	96	74	\$0.00	\$0.00

11/24/08 Comments - Substantial Completion was granted on Thursday, October 2, 2008, almost 8 weeks ahead of schedule. The Contractor placed additional seed on the project and continues with watering for establishment of grass.

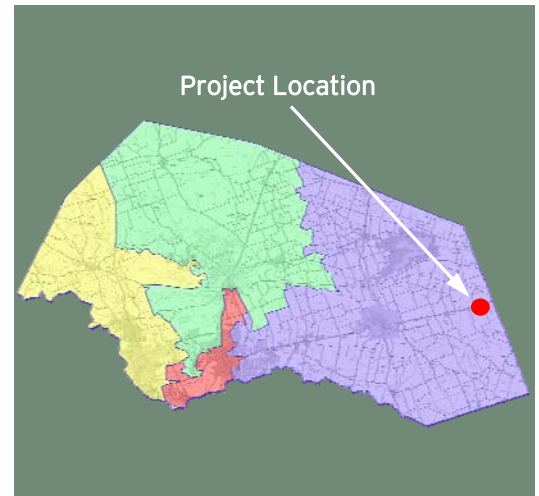
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	10/17/2008	17,888.18	17,888.18

3: County Convenience. 3F: Additional work desired by the County. This change order will provide payment for construction of an additional driveway on the 1B section of Limmer Loop, located on the SH 130 Frontage Road - Sta 34+38. 3I: Implementation of improved technology or better process. This change order will provide payment for a combined seed mix that the Contractor will place in lieu of two seeding operations to obtain both permanent and temporary cool weather grass coverage. 1A: Design Error or Omission. Incorrect PS&E. This change order will provide payment for construction of two concrete drives in lieu of asphalt as indicated in the plans at Sta 53+21 (RT) and Sta 54+82 (RT).

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	10/28/2008	80,498.92	98,387.10

3: County Convenience. 3L: Revising safety work/measures desired by the County. 3D: Achievement of an early project completion. This change order provides payment for adjustment to width of roadway and construction to accommodate a continuous two way turn lane on the west end of project from CR 110 to the school entrance as directed by the County. This change order also accounts for additional costs incurred by the Contractor to accelerate road construction on the west end of the project in order to have the road open prior to the beginning of the school year.

Adjusted Price = \$1,603,140.70



PASS THROUGH FINANCING PROJECT US 79, SECTION 5B

(East of FM 1063 to Milam County Line)

Project Length: 4 Miles

Roadway Classification: Major Arterial

Roadway Section: Four-lane Divided with Shoulders

Structures: Bridge Class Culvert

Project Schedule: July 2008 - July 2010

Estimated Construction Cost: \$17 Million



NOVEMBER 2008 IN REVIEW

11/3/2008 - Fugro continues with sulfate testing of embankment material proposed to replace the questionable material that contains a high sulfate content at various locations on westbound lanes. The Contractor set portable concrete traffic barrier along the outside edge of the westbound lanes, began box culvert installation at sites #4, #5 & #7 and backfilling culverts #2 & #3.

11/17/2008 - JC Evans will resume embanking on the proposed west bound lanes this week. Installation of drainage culverts and driveway pipes and backfill of the structures continues for the proposed westbound lanes.

11/24/2008 - JC Evans continues with construction of drainage culverts under the proposed westbound lanes and installing pipe culverts at driveways along the north ROW. The Contractor is beginning construction at CR 427, installing drainage culvert #6 and resume processing of embankment material on the proposed westbound lanes.



Design Engineer: HNTB Corporation
Contractor: J.C. Evans Construction
Construction Inspection: Huitt~Zollars

Williamson County
Pass Through Financing Program



PRIME
STRATEGIES,
INC.

PASS THROUGH FINANCING: US 79, Section 5B (FM 1063 to Milam County Line)**Project No. 08WC607 TxDOT CSJ: 0204-04-042**

Original Contract Price = \$16,986,053.49

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
4/16/2008	4/29/2008	7/11/2008	7/23/2008	7/13/2010		499	0	499

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$) Used</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	7/23/2008	7/31/2008	8	\$57,547.25	\$57,547.25	\$0.00	\$0.00	0	2	\$0.00	\$0.00
2	8/1/2008	8/31/2008	23	\$1,486,551.50	\$1,544,098.75	\$0.00	\$0.00	9	6	\$0.00	\$0.00
3	9/1/2008	9/30/2008	24	\$321,941.62	\$1,866,040.37	\$0.00	\$0.00	11	11	\$0.00	\$0.00
4	10/1/2008	10/31/08	23	\$308,687.50	\$2,174,727.87	\$0.00	\$0.00	13	16	\$0.00	\$0.00

Adjusted Price = \$16,986,053.49

PBS&J Supplemental #1 to CEI PSA Commissioners Court - Regular Session

Date: 12/02/2008
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving PBS&J, Inc. Supplemental #1 to their CEI services Professional Service Agreement (PSA) to allow for the execution of Work Authorization #2 for Williams Drive (D.B. Woods to FM 3405).

Background

Supplemental #2 to Work Authorization #1 is included because it is de-committing \$160,000.00 un-needed funds from the IH-35/SH29 turn around bridges project to be used in the Williams Drive project.

Fiscal Impact

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

Attachments

Link: [PBS&J Supp 1 to CEI services PSA](#)

Link: [PBS&J WA 2 - Williams Drive](#)

Link: [PBS&J Supp 2 to WA 1 - IH35-SH29 turn around bridges](#)

Form Routing/Status

Form Started By: Marie Walters
 Started On: 11/25/2008 11:22 AM
 Final Approval Date: 11/25/2008

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

ENGINEER:

By: M. Craig Hogan
Signature

M. Craig Hogan, P.E.
Printed Name

Sr. Vice President
Title

11-24-08
Date

COUNTY:

By: _____
Signature

Dan A. Gattis
Printed Name

County Judge
Title

Date

OK
mm 11/25/08

EXHIBIT II

HOURLY RATES

PBS&J

1. Project Manager	\$154.93/hr
* 2. Senior Field Representative	\$107.02/hr
3. Records Keeper	\$85.29/hr
4. Junior Field Representative	\$42.65/hr
5. Senior Engineer	\$139.93/hr

PaveTex

1. 1 B Technician	\$45.00/hr
2. 1 A Technician	\$50.00/hr
3. Concrete Technician	\$50.00/hr
4. Density Technician	\$45.00/hr
5. Depth Check	\$45.00/hr
6. Sampling	\$50.00/hr
7. Cylinder Pick Up	\$45.00/hr
8. Vehicle Charge	\$35.00/trip
9. Geotechnical Investigations (2)	\$6,400/ per 2

Gorrondona

1. Project Manager	\$125.00/hr
2. Surveyor (RPLS)	\$105.00/hr
3. Survey Tech	\$75.00/hr
4. 2-Person Crew	\$105.00/hr
5. 2-Person GPS Crew	\$135.00/hr
6. 3-Person GPS Crew	\$138.00

OK
mm 11/25/20



Project Name: RM 2338 (D.B. Woods to FM 3405)

ATTACHMENT A

WORK AUTHORIZATION NO. 2

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and PBS&J Inc. (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services:

Construction Engineering and Inspection (See Exhibits A, B, C&D)

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$544,865.25.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on March 07, 2010, unless extended by a Supplemental Work Authorization.

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

Part 6. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:
PBS&J, Inc.
By: M Craig Hogan
Signature

M. Craig Hogan, P.E.
Printed Name

Sr. Vice President
Title

11-24-08

Date

COUNTY:
Williamson County, Texas

By: _____
Signature

Dan A. Gattis
Printed Name

County Judge
Title

Date

OK
my 11/25/08

Project Name: RM 2338 (D.B. Woods to FM 3405)

ATTACHMENT A (con't.)

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - **Fee Schedule** *(based on approved rates in PSA Exhibit II executed by
Commissioners Court action)*

EXHIBIT A

SERVICES TO BE PROVIDED BY COUNTY

The County will assist the Engineer by providing assistance, service, or data items as required to advance the completion of assigned work authorizations.

- Provide existing data files, to include but not limited to:
 - Survey data, graphic files, roadway design/geometry;
 - Roadway construction plans, documents for current and past projects;
 - Right-of-Way mapping;
 - Available interface data for any projects adjacent to, crossing, and/or within the immediate area of the defined project limits;
 - Subsurface Utility Engineering (SUE) data and utility ownership/facility data; and
 - Planimetric layouts and/or related information.
- Approved environmental documents.
- Applicable special specifications, special provisions, and unit price bid tabulation.
- Provide timely review, comment or direction, as required, to aid the Engineer in completing an assigned task or maintaining the established project schedule.

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer will provide the additional support for Construction oversight, CE&I, Materials Testing and Geotechnical Investigations in association with the RM 2338 (D.B. Wood to FM 3405).

The Engineer will provide the following services. Work performed will include the appropriate records and documentation in accordance with TxDOT and Federal requirements.

Construction Inspection

- Provide project management.
- Inspect and document construction activities.
- Perform material testing.
- Provide environmental observation and documentation including SW3P reports, WPAP, etc.
- Address requests for information (RFI).
- Assist in change order negotiations and prepare appropriate plan sheets and change order documents.
- Evaluate and recommend approval of contractors' CPM schedules.
- Maintain a status report of change orders, RFIs, barricade inspection reports, schedule updates, shop drawing review and time extensions.
- Identify and assist in the resolution of construction issues that arise.
- Assist in dispute negotiations and claim resolutions.

Materials Testing and Geotechnical Investigations

- Provide material testing as described in fee schedule.
- Conduct geotechnical exploration for bridge and retaining wall foundations as described in fee schedule.

EXHIBIT C

WORK SCHEDULE

The Engineer shall complete the work authorization within 460 calendar days, commencing upon the issuance of Notice to Proceed and receipt of documents to be provided by the County as specified in Exhibit A.

Schedule of Anticipated Milestones

Signed NTP	December 2, 2008
As Built Submittal	January 30, 2010
Project Close Out	March 07, 2010



EXHIBIT D

CE&I Fee Estimate

Williamson County Rm 2338 (D.B. Wood to FM 3405)		PBS&J Staff											
Task		Project Manager		Sr. Field Rep		Records Keeper		Jr. Field Rep		Sr. Engineer		Totals	
		\$ 154.93 /hr		\$ 107.02 /hr		\$ 85.29 /hr		\$ 42.65 /hr		\$ 139.93 /hr			
		HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS	\$
Constructability Review		5	\$ 774.65	25	\$ 2,675.50		\$ -		\$ -	80	\$ 11,194.40	110	\$ 14,644.55
Pre-Construction Meeting		5	\$ 774.65	15	\$ 1,605.30		\$ -		\$ -		\$ -	20	\$ 2,379.95
Construction Inspection		150	\$ 23,239.50	2700	\$ 288,954.00		\$ -	2700	\$ 115,155.00		\$ -	5550	\$ 427,348.50
Record Keeping		0	\$ -	200	\$ 21,404.00	75	\$ 6,396.75	180	\$ 7,677.00		\$ -	455	\$ 35,477.75
QA of Record Drawings		0	\$ -	100	\$ 10,702.00		\$ -	50	\$ 2,132.50		\$ -	150	\$ 12,834.50
QCAP		0	\$ -	100	\$ 10,702.00		\$ -		\$ -		\$ -	100	\$ 10,702.00
		160	\$ 24,788.80	3140	\$ 336,042.80	75	\$ 6,396.75	2930	\$ 124,964.50	80	\$ 11,194.40	6385	\$ 503,387.25

CE&I Total - \$ 503,387.25
 CMT Total - \$ 41,478.00
 Geotech Total - \$ -
 Survey Total - \$ -

Estimated Project Total - \$ 544,865.25



PaveTex Engineering and Testing, Inc.
3989 HWY 290 East
Dripping Springs, TX 78620

CSJ: 2211-01-016, etc.
County: Williamson
Hwy: RM2338

CMT ESTIMATE																	
SUMMARY OF ROADWAY QUANTITIES				SUMMARY OF TESTING													
ITEM CODE	DESCRIPTION	QUANTITY	UNIT	PI	GRADATION	PROCTOR/ TRIAxIAL	DECANT	SAND EQUIVAL ENT	ORGANIC IMP.	CYLINDERS (sets)	DELETERIOUS MATERIAL	HAMBURG	DENSITY	DEPTH CHECK	WET BALL MILL	Flat and Elongated	CODE
132-2003	Embankment	25742	CY														
247-2044	FL BS Ty A Gr 4	37033	CY	8	8	2							26	12	4		
310-2005	Prime Coat	24639	GAL														(B)
316-2007	HFRS-2	24853	GAL														(B)
316-2176	AGGR (Ty-B GR-5 SAC-B)	690	CY		1		1	1			1						(A) (B)
341-2014	D-GR HMA (QCOA) Ty B PG 70-22	19505	TON	1	2		3	1	1		1	1				1	(A) (B)
341-2048	D-GR HMA (QCOA) Ty C SAC-B PG 70-22	19580	TON		1							1				1	(A) (B)
341-2050	D-GR HMA (QCOA) Ty C PG 70-22 (LEVEL UP)	27537	TON									1					(A) (B)
351-2006	FLEXIBLE PAVEMENT STRUCTURE REPAIR (10')	6904	SY														(A) (B)
Concrete Class B	RIP RAP	549	CY							4							
Concrete Class A	Sidewalks and Curb and Gutter	42	CY	2						2							
Concrete Class C	Structural		CY	3						3	1						
	Concrete Coarse Agg				1		1				1						(B)
	Concrete Fine Agg				1		1	1	1								(B)
TOTALS				11	12	2	6	3	2	6	4	3	26	12	4	2	
UNIT PRICE				50	55	1000	25	25	25	68	25	75	35	400	75	25	
TOTALS				550	660	2000	150	75	50	408	100	225	910	4800	300	50	
TOTAL TESTING	10228																

Technician Time HRS	UNIT COST	TOTALS
1 B Tech	0 45	0 estimated at tons per hour production rate and trips at hrs ea.
1 A Tech	405 50	20250 estimated at 200 tons per hour production rate and 35 trips at 1.5 hrs ea.
Conc tech	27 50	1350 estimated at 18 trips at 2 hrs portage
Density Tech.	36 45	1620 estimated at 12 trips @ 1 hour testing and 2 hours portage
Depth Check	30 45	1350 estimated at 10 trips @ 1 hour testing and 2 hours portage
Sampling	30 50	1500 estimated 10 trips at 3 hrs per trip
Cylinder Pick.	0 45	0 estimated trips at hrs per trip
Vehicle Charge	85 50	4250 Charged by the trip
	TOTAL	30320

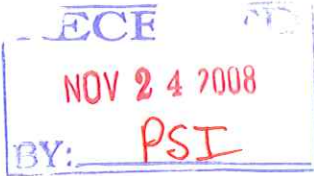
TOTAL ESTIMATE \$41,478.00

(A) Additional testing on a one test per source is required to meet the guide schedule for HMA testing Please see the Table below
(B) Assumes materials are provided by a QM or pre approved source to meet some testing requirements

Testing quantities may vary due to object to change based on construction plans not provided at the time of estimate.
Assuming all Ty C curb inlets are precast
Prices are based on quantities shown. Reductions in quantity may affect unit prices.

ADDITIONAL TESTING FOR 341 SPECIFICATION

Test	number	Cost	total
MicroDeval	2	250	500
Coarse Agg. Angularity	1	30	30
Binder	1	200	200
Tack	1	200	200
			930



Project Name: IH35/SH 29 Turn Around Bridges Pass Through

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

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "*County*") and **PBS&J, Inc.** (the "*Engineer*").

Part 1. The *Engineer* will provide the following engineering services:

No Change

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$ 277,061.20.**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on **December 31, 2008**, unless extended by a Supplemental Work Authorization.

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

Part 6. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:

PBS&J, Inc.

By: M Craig Hogan

Signature

M. Craig Hogan, P.E.

Printed Name

Sr. Vice President

Title

11-24-08

Date

COUNTY:

Williamson County, Texas

By: _____

Signature

Dan A. Gattis

Printed Name

County Judge

Title

Date

OK my 11/23/08

Cobb Fendley RM 2338 Pass Through project Utility Coordination Commissioners Court - Regular Session

Date: 12/02/2008
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Contract Oversight: County Attorney , County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Cobb, Fendley & Associates Professional Service Agreement (PSA) for utility coordination services on RM 2338 (FM 3405 to Ronald Reagan Blvd.) pass through finance project.

Background

Fiscal Impact

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

Attachments

Link: [RM 2338 PTF PSA-Cobb Fendley](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	11/21/2008 10:37 AM	APRV
2	Jim Gilger	Jim Gilger	11/25/2008 01:58 PM	APRV
3	County Judge Exec Asst. Wendy Coco	Wendy Coco	11/25/2008 02:13 PM	APRV

Form Started By: Marie Walters
 Started On: 11/11/2008 02:59 PM
 Final Approval Date: 11/25/2008

Contract No.

RM 2338 (FM 3405 to Reagan Blvd.)
Pass-Thru



PROFESSIONAL SERVICES AGREEMENT

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Contract No. _____

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Professional Services Agreement (**the "Agreement"**) is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (**the "County"**) and Cobb, Fendley, & Associates (**the "Utility Coordinator"**).

WHEREAS, **County** proposes to construct a RM 2338: FM 3405 to Ronald Reagan

WHEREAS, **County** desires to obtain professional services for Utility Coordination
 (**the "Project"**);

WHEREAS, **Utility Coordinator** has the professional ability and expertise to fulfill the requirements of the **Project**, and to counsel **County** in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, **County** and **Utility Coordinator** agree to the performance of the professional services by **Utility Coordinator** and the payment for these services by **County** as set forth herein.

Section I
Employment of the Utility Coordinator

County agrees to employ **Utility Coordinator** and **Utility Coordinator** agrees to perform professional utility coordination services for the **Project** as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (**individually or collectively the "County Judge"**). The **County Judge** shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II
Basic Services of the Utility Coordinator

- A. In consideration of the compensation herein provided, **Utility Coordinator** shall perform professional utility coordination services for the **Project**, which are acceptable to the **County Judge**, based on standard utility coordination practices and the scope of work described on the Exhibits attached to this Agreement. **Utility Coordinator** shall also serve as **County's** professional Utility Coordinator in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **Utility Coordinator's** services.
- B. **Utility Coordinator** shall not commence work until **Utility Coordinator** has been thoroughly

briefed on the scope of the ***Project*** and has been notified in writing by the ***County Judge*** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

- C. **County** shall provide **Utility Coordinator** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Utility Coordinator**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Utility Coordinator**.
- D. **Utility Coordinator** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code, latest edition
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
 - j. National Electrical Code, latest edition
 - k. Williamson County Design Criteria & Project Development Manual, latest edition
 - l. TxDOT Bridge Division Foundation Manual, latest edition
 3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.
 4. As part of the Scope of Services, **Utility Coordinator** shall submit its work products to **County** for review at regular intervals.
 5. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III

Fee schedule

- A. For and in consideration of the performance by **Utility Coordinator** of the work described in the Scope of Services, **County** shall pay and **Utility Coordinator** shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by **Utility Coordinator** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services **Utility Coordinator** shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of **Utility Coordinator's** services as basic or additional services under this agreement, the decision of the **County Judge** shall be final and binding on **Utility Coordinator**.

Section IV Period of Service

- A. **Utility Coordinator** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Utility Coordinator** shall complete all design work as described in the Scope of Services within 1000 calendar days from receipt by **Utility Coordinator** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither **Utility Coordinator** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Utility Coordinator's** or **County's** reasonable control. Upon the discovery of such an event, **Utility Coordinator** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Judge**.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Utility Coordinator** of written Notice of Reinstatement from **County**. **Utility Coordinator**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is

attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Utility Coordinator's** services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Utility Coordinator** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard utility coordination practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. **County** may unilaterally terminate this Agreement for reasons other than substantial failure by **Utility Coordinator** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Utility Coordinator's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Utility Coordinator** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Utility Coordinator** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Utility Coordinator** shall be liable for any additional costs incurred by **County**.
- F. **Utility Coordinator** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Utility Coordinator** agrees that one-hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Utility Coordinator** for every day that **Utility Coordinator** does not meet the production requirements set forth in Exhibit IV.
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete utility coordination work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an utility coordination work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the utility coordination work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Utility Coordinator's** services. The

County Judge may designate representatives to transmit instructions and receive information.

- B. **Utility Coordinator** shall not commence work on any phase of the **Project** until a thorough briefing on the scope of the **Project** is received and a written Work Authorization is issued by the **County Judge** in substantially the form of Attachment A to Exhibit I.
- C. **Utility Coordinator** shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that **Utility Coordinator** shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. **Utility Coordinator** shall have the responsibility at all times under the terms of this Agreement to advise **County** whether in **Utility Coordinator's** judgment it is feasible to proceed with the recommendations given any constraints affecting the **Project**.
- E. **Utility Coordinator** shall cooperate and coordinate with **County's** staff, and other utility coordinators, engineers and contractors as reasonable and necessary and as required by the **County Judge**.

Section VI

Review of Work Product

- A. **Utility Coordinator's** utility coordination work product will be reviewed by **County** under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "utility coordination work products"), shall be submitted by **Utility Coordinator** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the utility coordination work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the utility coordination work products in compliance with the requirements of this Agreement. The completeness of any utility coordination work product submitted to **County** shall be determined by **County** within thirty (30) days of such submittal and **County** shall notify **Utility Coordinator** in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, **County** shall notify **Utility Coordinator** and **County's** technical review process will begin.
- D. If the submission is incomplete, **County** shall notify **Utility Coordinator**, who shall perform such professional services as are required to complete the work and resubmit it to **County**. This process shall be repeated until a submission is complete.
- E. **County** shall review the completed work for compliance with the scope of work. If

necessary, the completed work shall be returned to **Utility Coordinator**, who shall perform any required work and resubmit it to **County**. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the **County Judge's** opinion substantial compliance with the requirements of this Agreement has been achieved.

- F. After acceptance, **Utility Coordinator** shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the **County Judge**. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final utility coordination work products, **Utility Coordinator** shall without additional compensation perform any work required as a result of **Utility Coordinator's** development of the products which is found to be in error or omission due to **Utility Coordinator's** negligence. However, any work required or occasioned for the convenience of **County** after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of **Utility Coordinator's** work products as complete, accepted, or approved under this Agreement, the decision of the **County Judge** shall be final and binding on **Utility Coordinator**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII


Revision to Work Product

Utility Coordinator shall make without expense to **County** such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of **County**, but after the approval of the work product any revisions, additions, or other modifications made at **County's** request which involve extra services and expenses to **Utility Coordinator** shall entitle **Utility Coordinator** to additional compensation for such extra services and expenses, provided however, that **Utility Coordinator** agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the **Utility Coordinator's** development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by **Utility Coordinator** to revise the plans in order to make the **Project** constructible, **Utility Coordinator** shall do so without additional compensation. In the event of any dispute over the classification of **Utility Coordinator's** services as Basic or Additional Services under this Agreement, the decision of the **County Judge** shall be final and binding on **Utility Coordinator**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII

Utility Coordinator's Responsibility and Liability

- A. **Utility Coordinator** covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, **Utility Coordinator** shall inform **County** of such event within five working days.

- B. *Utility Coordinator* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge* regarding county permitting or similar requirements properly waivable by the *County Judge*.
- C. Acceptance and approval of the final plans by *County* shall not release *Utility Coordinator* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Utility Coordinator*.
- D. **UTILITY COORDINATOR SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF UTILITY COORDINATOR OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, UTILITY COORDINATOR SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.** 
- E. *Utility Coordinator's* opinions of probable *Project* cost or construction cost represent *Utility Coordinator's* professional judgment as a design professional familiar with the construction industry, but *Utility Coordinator* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Utility Coordinator's* opinions of probable cost.
- F. *Utility Coordinator* shall perform all services and responsibilities required of a *Utility Coordinator* under this Agreement using at least that standard of care which a reasonably prudent utility coordinator in Texas, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Utility Coordinator* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Utility Coordinator* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Utility Coordinator* and professional personnel.
- H. All employees of *Utility Coordinator* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Utility Coordinator*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the

work or coordination with **County**, shall upon **County's** and/or **County Judge's** request be immediately removed from association with the **Project**.

- I. **Utility Coordinator** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. **Engineer** shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to **County**, as required by law.
- K. **Utility Coordinator** is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of **Utility Coordinator** shall be classified as an employee of **County**.

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by **Utility Coordinator** are the property of **County** and upon completion of the work or termination of this Agreement or as otherwise instructed by **County** and/or **County Judge**, shall be delivered to **County** in an organized fashion with **Utility Coordinator** retaining a copy.
- B. Any reuse by **Utility Coordinator** of any such documents described in subsection A above, without the specific written consent of **County** shall be at **Utility Coordinator's** sole risk and without liability or legal exposure to **County**. Should **Utility Coordinator** be terminated, **Utility Coordinator** shall not be liable for **County's** use of partially completed designs, plans, or specifications on this **Project** or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by **Utility Coordinator**, or Surveyor, as applicable, as specified by professional standards.
- C. **Utility Coordinator** will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and **County's** respective Utility Coordinators and contractors, without the specific written consent of **Utility Coordinator**. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X Maintenance of and Right of Access to Records

- A. **Utility Coordinator** agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the **Project**, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.

- B. **Utility Coordinator** further 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 **Utility Coordinator**, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Utility Coordinator** agrees that **County** shall have access during normal working hours to all necessary **Utility Coordinator** 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 **Utility Coordinator** reasonable advance notice of intended audits.
- C. **Utility Coordinator** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that **County** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that **County** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.
- D. **Utility Coordinator** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Utility Coordinator** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI Miscellaneous

- A. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- B. **Venue and Governing Law.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** **Utility Coordinator** agrees, during the performance of

the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.

D. ***Certificate of Utility Coordinator.*** *Utility Coordinator* certifies that neither *Utility Coordinator* nor any members of *Utility Coordinator's* firm has:

- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for *Utility Coordinator*) to solicit or secure the work provided by the Agreement.
- (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
- (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for *Utility Coordinator*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Utility Coordinator further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the ***Project*** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

E. ***Notice.*** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

UTILITY:

COORDINATOR Mike Springfield
 8000 Centre Park, Ste. 370
 Austin, Tx. 78758

COUNTY:

Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to:

Williamson County Attorney
Jana Duty (or successor)
405 M.L.K. St., Box #7
Georgetown, Texas 78626
Attn: File No. _____

and to:

Prime Strategies, Inc.
1508 South Lamar Blvd.

Austin, Texas 78704
Attn: Michael Weaver

and to: HNTB
14 Galloping Road
Round Rock, Texas 78681
Attn: James Klotz, P.E.

and to: _____

- F. **Insurance Requirements.** *Utility Coordinator* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Utility Coordinator* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Utility Coordinator* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Utility Coordinator* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Utility Coordinator* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Utility Coordinator* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Utility Coordinator* shall provide to *County Judge* upon submittal of *Utility Coordinator's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Utility Coordinator* 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, the *Utility Coordinator* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

- L. **Reports of Accidents.** Within 24 hours after *Utility Coordinator* 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 *Utility Coordinator*), whether or not it results from or involves any action or failure to act by the *Utility Coordinator* or any employee or agent of the *Utility Coordinator* and which arises in any manner from the performance of this Agreement, the *Utility Coordinator* 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 *Utility Coordinator* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Utility Coordinator*, 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 *Utility Coordinator*'s performance of work under this Agreement.
- M. **Definition of Utility Coordinator.** The term "*Utility Coordinator*" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement 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 Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that *Utility Coordinator* is a _____ Corporation _____, duly authorized to transact and do business in the State of Texas. ✓
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. **Independent Contractor Relationship.** Both parties hereto, 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.
- S. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or

amend any legal defense available at law or in equity to **County**, its past or present officers, employees, or agents 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.

- T. **Interest and Late Payments.** **County's** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by **County** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of **County's** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, **County** shall notify the party requesting payment of such an invoice of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.
- U. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **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.
- V. **Acknowledgement.** As a duly authorized representative of **Utility Coordinator**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Utility Coordinator** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- W. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms

and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.

- X. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **Utility Coordinator** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both **County** and **Utility Coordinator**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this ____ day of _____, 200__.

THE UTILITY COORDINATOR:

[Cobb, Fendley, & Associates, Inc.]

BY: Jandra G. Howell

Printed Name: Jandra G. Howell

Title: Associate

WILLIAMSON COUNTY:

BY: _____

Dan A. Gattis
Williamson County Judge

Reviewed as to Form By: _____

Assistant County Attorney

Funds Verified By: _____

County Contracts
Management Auditor

OK
my 11/18/00

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$ 141,243.50.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Utility Coordinator* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Utility Coordinator's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE


- 2.1 *Utility Coordinator* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Utility Coordinator* shall receive compensation for only those services actually rendered.

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Utility Coordinator* to perform one or more tasks. 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, and a fee amount agreed upon by the *County* and *Utility Coordinator*. 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 *Utility Coordinator's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Utility Coordinator* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Utility Coordinator* shall

promptly notify the **County** of any event which will affect completion of the Work Authorization, although such notification shall not relieve the **Utility Coordinator** from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The **Utility Coordinator** shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Utility Coordinator** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Utility Coordinator** shall not be compensated for work made necessary by **Utility Coordinator's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$ 141,243.50, 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**. 

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, **Utility Coordinator** shall provide **County Judge** 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.
- 5.2 All invoices submitted to **County Judge** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by **Utility Coordinator**.

Project Name: _____

ATTACHMENT A

WORK AUTHORIZATION NO. 1

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Cobb, Fendley, & Associates, Inc. _____ (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services: Utility Coordination Services on RM 2338 from FM 3405 to Ronald Reagan Blvd.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$141,231.50.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on 12/31/09, unless extended by a Supplemental Work Authorization.

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

Project Name: _____

ATTACHMENT A (con't.)

Part 6. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:

Cobb, Fendley & Assoc.

COUNTY:

Williamson County, Texas

By: _____

Signature

WM Springfield

By: _____

Signature

WM Springfield

Printed Name

Dan A. Gattis

Printed Name

11-12-08

Title

County Judge

Title

Associate

Date

Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule *(based on approved rates in PSA Exhibit II executed by Commissioners Court action)*

OK
my 11/16/08

Cobb, Fendley & Associates, Inc.
2008 STANDARD RATE SCHEDULE #277
January 1, 2008 – December 31, 2008

Principal	\$225.00/HR
Project Manager	\$150.00/HR
Project Engineer III	\$145.00/HR
Project Engineer II	\$125.00/HR
Project Engineer I	\$95.00/HR
Senior Engineer	\$190.00/HR
Senior Hydrologist.....	\$175.00/HR
Senior Technician	\$115.00/HR
Technician III	\$95.00/HR
Technician II	\$85.00/HR
Technician I	\$75.00/HR
Licensed State Land Surveyor	\$200.00/HR
Registered Professional Land Surveyor	\$112.00/HR
4- Man Survey Crew	\$148.00/HR
3- Man Survey Crew	\$132.00/HR
2- Man Survey Crew	\$115.00/HR
Construction Manager.....	\$120.00/HR
Field Construction Observer	\$80.00/HR
Utility Specialist.....	\$105.00/HR
Telecommunications Designer	\$78.00/HR
Telecommunications Fieldman.....	\$66.00/HR
GIS Manager	\$125.00/HR
GIS Analyst.....	\$90.00/HR
Post Processing GPS Data	\$92.00/HR
Right-of-Way Agent.....	\$100.00/HR
Clerical.....	\$60.00/HR
GPS	\$32.00/HR/Receiver

Cobb, Fendley & Associates, Inc.
2008 STANDARD RATE SCHEDULE #277
January 1, 2008 – December 31, 2008
(Continued)

SUBSURFACE UTILITY ENGINEERING

Level C & D (Without Level B).....	\$0.37/Foot
Level B – Designation (Without Level C & D).....	\$1.35/Foot
Level A – Location (Non-Destructive Excavation):	
➤ Vertical Depth: 0 Ft. – 5 Ft.....	\$1,075/Hole
5 Ft. – 8 Ft.....	\$1,390/Hole
8 Ft. – 13 Ft.....	\$1,680/Hole
13 Ft. – 20 Ft.....	\$2,420/Hole
> 20 Ft.....	\$3,450/Hole
Ground Penetrating Radar.....	To Be Negotiated
SUE Technician (With Equipment).....	\$90/HR
Locating (With Equipment & Two (2) Technicians).....	\$315/HR
Traffic Control Officer.....	@ Cost
Traffic Control (Lane Closures, etc.).....	To Be Negotiated
Permits (Local, State, etc.).....	@ Cost
Designation & Traffic Control Vehicles.....	\$3.30/Mile
Location Vehicles.....	\$6.50/Mile

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm).....	@ Cost
Courier, Special Equipment Rental.....	@ Cost
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.).....	@ Cost
Mileage (Standard Car or Truck).....	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person)	\$35/Day
Title Plant Charges	@ Cost
Other Misc. Expenses Related to the Project.....	@ Cost
In-House Reproduction:	
➤ Copies (Up to 11" x 17")	\$0.15/Each
➤ Color Prints (Up to 11" x 17").....	\$1.50/Each
➤ Color Prints (Larger than 11" x 17").....	\$3.00/Sq. Ft.
➤ Bluelines (All Sizes).....	\$1.00/Each
➤ Bond Prints (All Sizes).....	\$2.00/Each
➤ Mylar Prints	\$12.00/Each
➤ Vellum Prints.....	\$9.00/Each

(*) Technology charges added to each billable man-hour.

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to *Utility Coordinator* for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, *County* shall pay and *Utility Coordinator* shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the *County Judge*.
4. In the event of any dispute over the classification of *Utility Coordinator's* services as either basic or additional services, the decision of the *County Judge* shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Utility Coordinator** shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to **County** of a complete work product to the date the review is finished and comments returned to **Utility Coordinator** shall not be included within the days allowed for completion.

Williamson County - Utility Services Contract
Work Schedule
For RM 2338: FM 3405 to Ronald Reagan Blvd.

WORK SCHEDULE

	December-08	January-09	February-09	March-09	April-09	May-09	June-09	July-09	August-09	September-09	October-09	November-09	December-09
Notice to Proceed	◆												
Proposed Project Letting (pending)						◆							
Anticipated ROW Available for Utility Relocation Efforts													
Utility Adjustment Coordination													
Initial Project Meeting Updates with Stakeholders													
On-Site Inspection to Update and Verify Utility Status													
Progress Meetings with Utility Company Representatives													
Bi-Weekly Progress Meetings													
Review of Existing Utility Layout and Design													
Utility Agreement Assemblies Preparation													
Secure and Revise Utility Agreement and Plans for Reimbursables													
Secure Utility Acknowledgement and Plans for Non-Reimbursables													
Process Billings													
Utility Engineering													
Create and Maintain Monthly Utility Tracking Report													
Review Utility Adjustment Estimates and Schedules													
Review Plans for Compliance with UAR													
Review Traffic Control Plans													
Establish Sequence of Construction of Utility Relocation Work													
Meetings w/Utility Companies/facilitate conflict resolutions													
Critical Path Schedule													
Utility Construction Management and Verification													
Pre-Construction Meeting													
Verification of Utility Relocations													
Review Payment Requests													

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for *Utility Coordinator* to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *Utility Coordinator* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, *Utility Coordinator* shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *Utility Coordinator* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Utility Coordinator* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Utility Coordinator* of any and all rights or claims to collect the fee that *Utility Coordinator* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Utility Coordinator* to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, *Utility Coordinator* shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to *County*, but shall be retained by *Utility Coordinator* unless requested by *County*.
2. During the period of suspension, *Utility Coordinator* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

Procedures for **Utility Coordinator** to follow upon exercise of right to terminate for substantial failure of **County** to perform:

1. In the event that **Utility Coordinator** exercises such right to terminate, within thirty (30) days after receipt by **County** of **Utility Coordinator's** Notice of Termination, **Utility Coordinator** shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to **County** as a pre-condition to final payment. Upon the above conditions being met, **County** shall pay **Utility Coordinator** for approved services actually performed under this Agreement, less previous payments.
3. Failure by **Utility Coordinator** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Utility Coordinator** of any and all rights or claims to collect the fee that **Utility Coordinator** may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. *Utility Coordinator* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. *Utility Coordinator* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. *Utility Coordinator* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. *Utility Coordinator* will, in all solicitations or advertisements for employees placed by or on behalf of *Utility Coordinator*, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. *Utility Coordinator* will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of *Utility Coordinator's* obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. *Utility Coordinator* will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the *Project*, *Utility Coordinator* shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the *County* and TxDOT pertaining to such Disadvantaged Business Enterprise Program.
- E. *Utility Coordinator* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of *Utility Coordinator's* non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and *Utility Coordinator* may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. **Utility Coordinator** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. **Utility Coordinator** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event **Utility Coordinator** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Utility Coordinator** may request **County** and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII

INSURANCE REQUIREMENTS

During the life of this Agreement, *Utility Coordinator* agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. 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, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$___1,000,000.00___ per occurrence and \$___2,000,000.00___ in the aggregate. *Utility Coordinator* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$___2,000,000.00___.
- E. In the event *Utility Coordinator* is self-insured in connection with any or all of the above-required insurance policies, *Utility Coordinator* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

Utility Coordinator shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by *County*. *Utility Coordinator* shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by *County* shall not relieve or decrease the liability of *Utility Coordinator* hereunder.

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. *Utility Coordinator* shall furnish *County* with a certification of coverage issued by the insurer. *Utility Coordinator* shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the *County* and the *County Judge*, and agreed to and hereby acknowledged by the *Utility Coordinator*, that no provision of this Professional Services Agreement shall be construed to require the *County* or the *County Judge* to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
11/05/08

PRODUCER

USI Southwest
840 Gessner Suite 600
Houston, TX 77024
713 490-4600

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Cobb, Fendley & Associates, Inc.
13430 Northwest Frwy Ste 1100
Houston, TX 77040

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Travelers Indemnity Company

25658

INSURER B: Evanston Insurance Company

35378

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PACP4387M470TLC08	07/10/08	07/10/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA4390M47408GRP	07/10/08	07/10/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	XSMCUP0248T461TCT0	07/10/08	07/10/09	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	XVMPKUB0251T11508	07/10/08	07/10/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B		OTHER Professional Liability	BINDERAE814086	10/14/08	10/14/09	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

* Except for 10 days notice of Non-Payment of Premium

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by (See Attached Descriptions)

CERTIFICATE HOLDER

Williamson County
710 Main Street
Georgetown, TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

payment of indemnity and expenses

Certificate Holder is an additional insured as respects to the General Liability as required by written contract.

APPENDIX A

SCOPE OF SERVICES

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE UTILITY COORDINATOR SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE UTILITY COORDINATION PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

GENERAL DESCRIPTION OF SERVICES

Utility Design and Utility Coordination Activities

- Utility Research
- Mapping
- Meetings
- Coordination
- Planning and Design

EXHIBIT B
SERVICES TO BE PROVIDED BY UTILITY COORDINATOR

Utility Design and Utility Coordination Activities

- Utility Research
- Mapping
- Meetings
- Coordination
- Planning and Design

Scope of Services

1. **Work Plan.** Generate a work plan for the project duration based on design milestones. This plan will include utility owner schedules for deliverables.
2. **Coordination Meetings.** Conduct and/or participate in meetings with TxDOT, Williamson County, and/or project design consultants as well as utility owners. Meetings will be attended on a bi-monthly basis. Meetings with County and/or the design consultants will be attended following work authorization at every applicable design milestone (i.e., CFA start, 60%, 90%, 95%, and 100%). Individual utility meetings will be conducted by CFA, including an on-site field visit and pre-construction meeting. Post-letting partnering meetings other than pre-construction meetings are not included in this task.
3. **Conflict Assessment.** Review TxDOT design, County design, and compile conflict assessment list. This task will be repeated at each remaining design milestone. This task includes identifying discrepancies found in SUE research.
4. **Information Transfer.** Share design files and project information with utility owners throughout the project. CFA will send updated plans, files, project schedule, meeting agendas & minutes, etc as the project progresses through to letting.
5. **Conceptual Plan.** Generate a conceptual utility plan alignment for all utilities within the project limits found to be in conflict with the TxDOT design, including facilities belonging to the Utility providers. An exhibit will be generated that includes the conceptual proposed alignment as well as the existing utilities based on SUE findings. The concept plan will be presented to all utility owners, Williamson County and TxDOT for approval prior to finalizing. The exhibit will be modified and updated for inclusion.
6. **Review Utility Plans.** Review utility plans for conformance with the TxDOT Utility Accommodation Rules (UAR), Williamson County Utility Manual, the conceptual horizontal alignment and vertical conditions/alignments agreed to in meetings.

7. **Utility Agreement Packages.** Assist utilities with their respective utility agreement assemblies. This includes assistance with completing TxDOT forms as well as reviewing utility cost estimates for reasonableness.
8. **As Builts/Construction Management.** Oversee utility relocations to ensure installations are performed per utility plans and UAR.

RM 2338: From 0.3 Mi. S of FM 3405
to 3.3 Mi W of IH 35 (DB Woods Drive)

Williamson County - Utility Coordination Services
Cobb Fendley Associates
Anticipated Fee Schedule thru December 2008

Contract No. 14-648P5008

Summary	CFA UC	Total
Utility Coordination	\$ 72,200.00	\$ 72,200.00
Utility Engineering	\$ 54,210.00	\$ 54,210.00
Utility Construction Management and Verification	\$ 12,880.00	\$ 12,880.00
Estimate Direct Expenses (to be billed at cost)	\$ 1,953.50	\$ 1,953.50
Total Fee	\$ 141,243.50	\$ 141,243.50

Total Estimated Costs thru December 2009 **\$ 141,243.50**

Williamson County - Utility Coordination Services
Cobb Fendley Associates
Anticipated Fee Schedule thru December 2008

4 Utility Providers
No ROW Acquired
May '09 Letting

Description of Work Task	Principal	Project Manager	SR. Engineer	Project Engineer III	Utility Specialist	Technician III	Adm/Clerical	Total Hours	Total Cost
	\$225.00	\$150.00	\$190.00	\$145.00	\$105.00	\$95.00	\$60.00		
Utility Adjustment Coordination									
Coordinate Activities/Meetings									
Revise Action Plan detailing with anticipated activities and schedule	2	8	10	10	10		2	42	\$ 6,170.00
Project Site Visits/Meetings (2-3 Per Month)		8	20		40			68	\$ 9,200.00
Revised Scope and Scheduling Meetings with Utility Company representatives (8 meetings or Monthly Through Letting)		40		20	20		8	88	\$ 11,480.00
Monthly Progress Meeting with HNTB and Williamson County (10 months)		40			40	12	20	112	\$ 12,540.00
Coordination with project stakeholders, Including Landowners, Constituents to Include Public Hearings, Meetings	2	60			60			122	\$ 15,750.00
Utility Agreement Assemblies Preparation									\$ -
Process and Submit Utility Agreement & plans for utility adjustments (4 Agreements anticipated)		14		40	40		8	102	\$ 12,580.00
Process Utility Billings (10 billings anticipated)		10		10	10		8	38	\$ 4,480.00
Total Hours	4	180	30	80	220	12	46	572	
Cost	\$900	\$27,000	\$5,700	\$11,600	\$23,100	\$1,140	\$2,760		\$ 72,200.00
Utility Engineering									
Coordination of Engineering Activities									
Identify revised conflicts and resolutions under County Guidelines		20	20	40	40			120	\$ 16,800.00
Create and Maintain Monthly Utility Critical Path Schedule (10 months)		10		20	20			50	\$ 6,500.00
Facilitate Utility Conflict Identification and Resolution									
Individual meetings with Utility Companies to negotiate conflict resolution (8 meetings total)		16	16	24	24	10	10	100	\$ 12,990.00
Review of Utility's Proposed Adjustments									
Evaluate Relocation Alternatives/Value Engineering for cost and schedule savings		4	4	8	8		4	28	\$ 3,600.00
Review utility adjustment estimates and schedules (4 total)		4	4	8	8			24	\$ 3,360.00
Review Utility Relocation Plans for Project Compliance (4 total)		10	10	10	30			60	\$ 8,000.00
Review Traffic Control Plans		4	8		8			20	\$ 2,960.00
Total Hours	0	68	62	110	138	10	14	402	
Cost	\$0	\$10,200	\$11,780	\$15,950	\$14,490	\$950	\$840		\$ 54,210.00
Utility Construction Management and Verification									
Pre-Construction Meeting									
Schedule Pre-Construction meeting for each utility adjustment (4 meetings)		8			16			24	\$ 2,880.00
Verification of Locations									
Periodic site visits for utility relocation activity		0		40	40			80	\$ 10,000.00
Total Hours	0	8	0	40	56	0	0	104	
Cost	\$0	\$1,200	\$0	\$5,800	\$5,880	\$0	\$0		\$ 12,880.00

SOW for Verizon Voicemail Trunks Commissioners Court - Regular Session

Date: 12/02/2008
Submitted By: Jay Schade, Information Technology
Department: Information Technology
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Statement of Work (SOW) between Verizon Select Service, Inc and Williamson County to install additional ports in preparation for voicemail system expansion.

Background

As we prepare to consolidate the phone system county-wide (as approved in the budget) we will also be consolidating the voicemail system which requires additional equipment and additional trunks (also approved in the budget). This SOW is simply to prepare the voicemail system to be ready to accept the additional load when we consolidate the phone and voicemail systems.

All funding is from the current year's ITS budget.

The SOW has been reviewed by the County Attorney's office as well as the County Auditor's office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [VerizonSOW](#)

Form Routing/Status

Form Started By: Jay Schade Started On: 11/14/2008 11:09 AM
Final Approval Date: 11/24/2008



STATEMENT OF WORK

Customer: Williamson County	Quote: 1-WSSVR
Contract ID: N/A	Date: October 27, 2008

This Statement of Work ("SOW") is by and between Verizon Select Services, Inc. ("Verizon") and Williamson County ("Customer") as of the date last written below ("Effective Date") and is governed by the terms and made a part of the Master Service Agreement ("Agreement") between Verizon and Customer.

This SOW defines the services and deliverables that Verizon shall provide to Customer under the terms of the Agreement ("Services"). This SOW also defines the responsibilities of Verizon and the Customer, the project scope, implementation duration, installation acceptance procedures, and Change Order Procedures. Verizon will perform the defined services at the locations listed in Exhibit A. Verizon will strive to meet Customer's schedule requirements; however, actual project dates will be subject to availability of material and resources.

Verizon will use reasonable efforts to avoid interruption of network service unless the Customer requires installation after hours. If it is necessary to interrupt network service, however, Verizon will notify the Customer SPOC at least 48 hours in advance.

1. Project Scope

This SOW covers equipment and labor to install and Program Dialogic 8-port Card to existing AVST CallXpress

1.1 Key Assumptions. Pricing is based on the following key assumptions:

- Verizon performs installations between the hours of 8:00 a.m. and 5:00 p.m. local time (7:30 a.m. and 4:15 p.m. in Hawaii), Monday through Friday, excluding Verizon observed and Federal holidays. Off-hours are defined as anything other than those hours. This project does not require off-hour work.
- Customer personnel assigned to this project will have the skills necessary to assist Verizon in this project.

1.2. Verizon Responsibilities

- Provide a Single Point of Contact (SPOC) to manage and participate in the kickoff discussion, schedule coordination, and acceptance testing.
- Contact Customer prior to installation in order to confirm site readiness and schedule equipment delivery.
- Verify system power-up, operation of network interfaces and run internal diagnostics.
- Conduct Customer Acceptance Testing in accordance with the Acceptance Test Plan as defined per the manufacture's turn up documentation
- Document network equipment configuration, as per pre-sale negotiations, and provide a written copy to Customer.

1.3. Customer Responsibilities

- Provide a Single Point of Contact (SPOC) to resolve implementation issues and to participate in the kickoff discussion, schedule coordination, and acceptance testing. Customer shall provide the name and contact information of such individual to Verizon in writing.
- Provide at least one analog (voice) telephone line near the new hardware (<15ft), for use during installation.
- Assume responsibility for hardware, software and memory compatibility issues related to existing equipment.
- Prior to installation, perform back up of any involved device, including drivers, applications, and operating systems as required



verizonbusiness

STATEMENT OF WORK

- Be responsible for providing licensed copies of operating system and applications software should they need to be re-installed during the installation, as applicable. Customer is responsible for installation or re-installation of any software not provided by Verizon on this project.
 - Control all activities associated with the existing customer equipment, including changes, additions or deletions of devices made by any non-Verizon provided technicians.
 - Provide prompt physical and electronic access to all areas/devices where Verizon will install equipment.
- NOTE: Wait time in excess of 30 minutes may result in a time and material charge.

1.4. Change Order Request

Customer may request changes in, or additions to, the work being provided hereunder by completing the Verizon Change Order form, which Verizon will provide to Customer at the time of the change request. Requested changes will be facilitated to the extent feasible. If Verizon determines that such changes will cause an increase or decrease in the cost of or time required for performance of the work, Verizon will advise Customer thereof and such adjustments shall be reflected in the Verizon Change Order form. The Verizon Change Order form shall not become effective unless and until it is agreed to and executed by Customer and Verizon. Verizon will initiate changes to the project that affect cost or significantly affect schedule using the Verizon Change Order procedure.

1.5. Acceptance Testing

Verizon and Customer will perform acceptance testing at the time of installation. If Customer fails to provide access for Verizon to perform acceptance testing, or fails to participate in acceptance testing within 5 business days of being notified by Verizon that a site is ready for acceptance, the site(s) shall be deemed accepted by Customer and will be invoiced as though acceptance testing had been actually performed. A Customer signature on the Certificate of Acceptance, as set forth in Exhibit B or other Verizon standard acceptance documents, signifies that all deliverables have been completed for the site. Verizon and Customer acknowledge and agree that this SOW accurately sets forth the Services that Verizon will provide to Customer, and is signed by an authorized representative of Customer and Verizon.

AGREED AND ACCEPTED:

Customer

Verizon Business Network Services, Inc. on behalf of
Verizon Select Services, Inc.

By: _____

By: _____

Name: _____

Name: Suleiman Hessami

Title: _____

Title: Vice President

Date: _____

Date: 11/10/08



STATEMENT OF WORK

Exhibit A

List of Identified Project Work Sites

Company Name	Contact	Address	Phone/ Fax	Site Type
Williamson County	Bill Bingham	405 MCK, Georgetown, TX	512 943-1463	Office



STATEMENT OF WORK

Exhibit B

Certificate of Acceptance

Certificate of Delivery and Installation of Verizon's Services

The undersigned hereby certifies that all Services provided under this Statement of Work have been delivered to the undersigned and that the Services are hereby accepted by site. The undersigned further certifies that he/she has, or has been delegated, the authority to accept the Services.

Site Name	Acceptance Date	Customer Representative Title

Williamson County VM Upgrade Equipment and Labor



Quote Header: Quote Level Title/Description:

CAM Contact Information

Account

COUNTY OF WILLIAMSON (TX)

Quote

1-WSSVR

Revision

1

Quote Date

10/17/2008

SE

DAVID HUTCHISON

Equipment & Services by Site:

Site Level Title/Description:

Maintenance Payment Option:

Maintenance Term (Months): 0

Site ID: 1-WSSVZ

Site Address:

WILLIAMSON COUNTY
405 MLK ST #308

Bill To:

WILLIAMSON COUNTY
405 MLK ST #308

Ship To:

WILLIAMSON COUNTY
405 MLK ST #308

GEORGETOWN, TX, 78626
USA

GEORGETOWN, TX, 78626
USA

GEORGETOWN, TX, 78626
USA

Material Code	Part Number	Description	Qty	Unit MLP	Extended MLP	Unit Sale Price	Extended Sales Price
73111940	1024-03075-00	EACH ADDITIONAL 4-P (FOR P 5-16)	1	\$4,500.00	\$4,500.00	\$1,560.00	\$1,560.00
73111939	1024-03076-00	EACH ADDITIONAL 4-P (FOR P 17-32)	1	\$6,500.00	\$6,500.00	\$2,253.33	\$2,253.33
73015090	1016-08070-00	D/82JCT-UNIV 8-PORT CARD (UPCI)	1	\$3,790.00	\$3,790.00	\$3,131.56	\$3,131.56
	INSTALL-VOICE	INSTALLATION-VOICE	1			\$556.00	\$556.00

Installation

Additional Notes:

Site	Description
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Site 1-WSSVZ Sub Totals

Equipment:	\$6,944.89
Labor:	\$556.00
Maintenance:	\$0.00
Other:	\$0.00
Trade In:	\$0.00
Site Total:	\$7,500.89
Shipping & Handling Total:	\$126.21
Site Total with Shipping & Handling:	\$7,627.10

Quote # 1-WSSVR

ALL PRICING IS VALID UNTIL: 12/01/2008

PRICES DO NOT INCLUDE TAXES

VERIZON PROPRIETARY INFORMATION

THE EQUIPMENT LISTED ON THIS QUOTE IS SOLELY FOR DOMESTIC USE IN THE UNITED STATES.

Page 1 of 2

Total Extended Sales Price

Equipment:	\$6,944.89
Labor:	\$556.00
Maintenance:	\$0.00
Other:	\$0.00
Trade In:	\$0.00
Grand Total:	\$7,500.89
Shipping & Handling Total:	\$126.21
Grand Total with Shipping & Handling:	\$7,627.10

**Other - The Other totals include miscellaneous charges including Minor Materials, Expedites, Shipping & Handling, and special fees.*

CDBG CAPER

Commissioners Court - Regular Session

Date: 12/02/2008
Submitted By: Sally Bardwell, HUD Grants
Submitted For: Sally Bardwell
Department: HUD Grants
Agenda Category: Regular Agenda Items

Information

Agenda Item

Review and consider approval of the CDBG 2007 Consolidated Annual Performance and Evaluation Report.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [2007 CDBG CAPER](#)

Form Routing/Status

Form Started By: Sally Bardwell Started On: 11/25/2008 09:36 AM
Final Approval Date: 11/25/2008



Fourth Program Year CAPER

The CPMP Fourth Consolidated Annual Performance and Evaluation Report includes Narrative Responses to CAPER questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

The grantee must submit an updated Financial Summary Report (PR26).

GENERAL

Executive Summary

This module is optional but encouraged. If you choose to complete it, provide a brief overview that includes major initiatives and highlights that were proposed and executed throughout the first year.

Program Year 4 CAPER Executive Summary response:

Williamson County was awarded \$1,110,780 of Community Development Block Grant (CDBG) funds to allocate to projects for FY07 (October 1, 2007 – September 30, 2008). Infrastructure was identified as the County's highest priority in the five year Consolidated Plan developed for FY04-FY09. Thus the projects chosen to receive the majority of FY07 funds were those that will improve the infrastructure of areas in participating cities throughout the County. Also utilizing funding is the Mobile Outreach Team, a social service assisting low-income residents with situations involving mental health. Four projects awarded funds, Cedar Park Ranchettes Subdivision Flood Control Project, Cedar Park Lone Stare Drive Flood Control Project, Habitat for Humanity Smith Branch Park Project and Thrall Highway 79 Water Line Project relinquished their funds. A portion of these funds were reallocated during the FY08 action plan process. The remaining funds will be allocated during the FY09 process.

The Consolidated Annual Performance and Evaluation Report (CAPER) is required by the U.S. Department of Housing and Urban Development (HUD) to report on the annual performance of the Williamson County FY07 CDBG program. This report identifies the progress made regarding active projects and those projects that have been completed that received Williamson County funds, as well as other accomplishments the County has made in meeting the objectives and priorities outlined in the five year Consolidated Plan.

It is required that this report be available for review for a minimum of 15 days. The review period is December 10 – December 29, 2008. The CAPER will be submitted to HUD following this review period.

General Questions

1. Assessment of the one-year goals and objectives:
 - a. Describe the accomplishments in attaining the goals and objectives for the reporting period.

- b. Provide a breakdown of the CPD formula grant funds spent on grant activities for each goal and objective.
 - c. If applicable, explain why progress was not made towards meeting the goals and objectives.
2. Describe the manner in which the recipient would change its program as a result of its experiences.
3. Affirmatively Furthering Fair Housing:
 - a. Provide a summary of impediments to fair housing choice.
 - b. Identify actions taken to overcome effects of impediments identified.
4. Describe Other Actions in Strategic Plan or Action Plan taken to address obstacles to meeting underserved needs.
5. Leveraging Resources
 - a. Identify progress in obtaining "other" public and private resources to address needs.
 - b. How Federal resources from HUD leveraged other public and private resources.
 - c. How matching requirements were satisfied.

Program Year 4 CAPER General Questions response:

City of Cedar Park, Ranchettes Flood Control Project

FY07 \$131,600

Funds relinquished

City of Cedar Park, Lone Star and Cedar Park Drive Flood Control

FY06 \$53,000

Funds relinquished

City of Thrall, Highway 79 Water Line

FY07 \$128,000

Funds relinquished

Habitat for Humanity of Greater Georgetown, Smith Branch

FY06 \$20,000

Funds relinquished

City of Jarrell, City Sewer System

FY04 \$100,000

FY05 \$234,332

FY06 \$290,000

FY07 \$146,181

Accomplishments: No connections have been accomplished to date. Final design and construction plans are being completed. Construction contract was conditionally approved in September 2008.

CDBG funds utilized: \$314,680

Progress: On October 28, 2008, the Texas Water Development Board considered and approved a request from the City of Jarrell for a loan in the amount of \$1,520,000 from the Clean Water State Revolving – Disadvantaged Communities

Program to finance wastewater system improvements. This supporting effort will provide the additional funds required to complete the wastewater system.

Monies spent to date were used for engineering costs and activity delivery costs. A portion of the FY05, FY06 and FY07 CDBG funds are to be used for first time connection fees for low-mod households. Connections to approximately 106 low-mod households will be accomplished. Income documentation is being collected to verify residents who are to receive service line connections.

Northridge Acres, Water Supply Project

FY05 \$150,000

Accomplishments: Environmental Assessment completed by Travis County. Six Party Agreement Amendment is being executed. Public water lines have been installed. Household service lines in Travis County are to begin in November 2008. Williamson County service lines will follow. Income documentation is being collected to verify residents who are to receive service line connections.

CDBG funds utilized: \$0

Progress: Public water lines have been installed.

City of Liberty Hill, Old Town Sewer System

FY04 \$125,000

FY05 \$125,000

FY06 \$200,000

FY07 \$125,805

Accomplishments: No connections have been accomplished to date. Income source documentation is being collected and reviewed. Engineering for the project has been completed.

CDBG funds utilized: \$254,455

Progress: The Texas Water Development Board reviewed and approved the construction documents and allowed the City to proceed. The construction of collection lines, grinder pumps and 78 service connections are included in the construction documents.

Allen Engineer Group advertised for construction bids in the Liberty Hill Independent on November 6, 2008. The construction bid notice is also available on the Internet at www.amtek.com "Plan Room". The deadline for submission of bids, and the bid opening date is scheduled for December 4, 2008.

The recommended bidder will be cleared to work on federal projects and will submit the required contract and bond documents.

Construction may begin in January or February 2009.

City of Taylor, Dickey Street Drainage Project (Phase III and IV)

FY07 \$100,000

Accomplishments: No construction has begun.

CDBG funds utilized: \$0

Progress: Plans have been completed. The final engineer's estimate of probable construction costs should be completed by December 2008.

Habitat for Humanity of Greater Georgetown, Old Mill Village

FY04 \$95,000

Accomplishments: Five homes were completed in February 2007. Three homes were completed in December 2007 and four home were completed in May and June of 2008. All CDBG funds have been expended for the infrastructure for twenty homes. A \$100,000 (portion of value of donated land) has been associated with this project.

CDBG funds utilized: \$95,000

Progress: Eight homes remain to be constructed.

City of Georgetown, Leander and 22nd Street Improvements

FY06 \$50,000

FY07 \$250,000

Accomplishments: Construction is underway.

CDBG funds utilized: \$193,828.94

Progress: Construction expected to be completed in June 2009.

Georgetown Housing Authority, Sierra Ridge Apartments

FY06 \$168,314

FY07 \$150,000

Accomplishments: Continued work with the City of Georgetown to accomplish a development plan. Loan for the land was acquired and land was closed on in August 2007.

CDBG funds utilized: \$318,314

Progress: Project details are being finalized and project is progressing.

Children's Advocacy Center, Public Facility

FY06 \$50,000

Accomplishments: Project completed.

CDBG funds utilized: \$50,000

This is the final time that the Advocacy Center will be reported in the annual CAPER.

Williamson County Mobile Outreach Team, Social Service

FY06 \$79,266

FY07 \$79,194

Accomplishments: The team has assisted 67 low income verified clients over a seven month period.

CDBG funds utilized: \$79,266 FY06 funding and \$30,920.40 FY07 funding

Progress: A review and modification of the billing method has improved the efficient use of CDBG funds.

Changes in program as a result of experiences:

To improve the efficiency of the Williamson County CDBG program, the Grants Coordinator is continuously updating documents such as applications, scoring matrix, and income verification documents. The Coordinator is also working to improve the methods of payment to ensure that matching funds are being utilized along with CDBG funds. The subrecipient binder that has been used by the Grants Coordinator has proven to be effective in assisting cities and organizations manage their projects. The County was notified that the program was out of compliance with regards to timeliness. The County is currently on a workout plan and expects to be in compliance between February and March 2009.

Possible impediments to fair housing choice are identified as:

☐ A lack of coordination of housing services in the County.

- ☐ Possible discrimination towards minority homebuyers and renters.
- ☐ Developers having little motivation to build affordable housing due to cost prohibitive barriers for construction.
- ☐ Preconceptions of minority borrowers regarding borrowing money.

The Grants Coordinator works with local agencies in an effort to better coordinate services available to County citizens. The County supports programs that have anti-discrimination policies in place. The County also supports organizations such as Habitat for Humanity of Williamson County, the Round Rock Area Serving Center, the Capital Area Finance Corporation, the Caring Place and the Georgetown Housing Authority in order to combat possible impediments to fair housing. These organizations provide services such as affordable housing, assistance with transitional housing, provide financial assistance for utilities and rents, temporary housing, and down payment assistance.

Action taken to address obstacles to meeting underserved needs:

During FY07, the County utilized County Public Assistance Funding to support the following organizations.

- ☐ Stonehaven Senior Center
- ☐ Combined Community Action
- ☐ Round Rock Volunteer Center
- ☐ Round Rock Area Serving Center
- ☐ Capital IDEA
- ☐ The Georgetown Project
- ☐ Bluebonnet Trails MHMR Center
- ☐ Bluebonnet Trails CMHMRC Pride
- ☐ Capital Area Rural Transportation Systems
- ☐ Children's Support Coalition
- ☐ Habitat for Humanity of Williamson County
- ☐ Literacy Council of Williamson County
- ☐ Williamson County Children's Advocacy Center
- ☐ Williamson-Burnet County Opportunities
- ☐ Williamson County Crisis Center
- ☐ Assistance League of Georgetown Area
- ☐ Life Steps
- ☐ HOPE Pregnancy Center of Hutto
- ☐ AGAPE
- ☐ The Georgetown Project
- ☐ Faith in Action Caregivers
- ☐ Leander Senior Center
- ☐ United Seniors of Taylor
- ☐ Pregnancy Help Center

These programs support the elderly and/or low-mod residents of the County and provide a variety of services.

Leveraging Resources:

City of Jarrell: FY04 leverage amount of \$100,000 City funds has been utilized. FY06 leveraged amount of \$290,000 and \$146,181 in FY07. Documentation is being collected. The project has an additional leverage amount of \$1,520,000 issued from a grant through the Texas Water Development Board.

Northridge Acres: FY05 leverage amount of \$500,000 has been utilized. Documentation is being collected.

City of Liberty Hill: FY04 leverage amount of \$25,000 City funds has been utilized. The project has an additional leverage amount of \$250,000 for FY05, \$200,000 for FY06 and \$125,805 for FY07. Documentation is being collected.

City of Taylor: Project has a total leverage amount of \$167,523.

Habitat for Humanity of Greater Georgetown: A leverage amount of \$100,000 has been documented through a land donation provided to the organization for the 20 new homes that are to be built. The program also acquired a SHOP grant in the amount of \$100,000 to be partially used for this project.

City of Georgetown, Leander and 22nd Street Improvements: Leveraged amount of \$15,000 in FY06 and \$15,000 in FY07. To date, \$24,129.74 has been documented.

Georgetown Housing Authority, Sierra Ridge Apartments: Leveraged amount of \$12,600. Documentation is being collected.

Williamson County Children's Advocacy Center: Leveraged amount of \$709,775. Documentation is being collected.

Mobile Outreach Team (referred to as Intervention Services Unlimited in FY06 Action Plan): Leveraged amount of \$217,933. Documentation is being collected.

There are no matching requirements applied to CDBG funds. However, the County makes every effort to ensure that the funds are being used efficiently and that other funding sources are sought out.

Managing the Process

1. Describe actions taken during the last year to ensure compliance with program and comprehensive planning requirements.

Program Year 4 CAPER Managing the Process response:

Over the past year, the Grants Coordinator has corresponded with representatives of each project to ensure compliance. Each project is required to submit monthly progress reports that are reviewed to certify that projects are progressing. These reports are also used in an effort to communicate any current obstacles or predict any future obstacles. These reports have proven to be very effective in ensuring that goals outlined in the Annual Action Plan are met.

The Grants Coordinator works closely with the Williamson County Auditors office in an effort to ensure appropriate and accurate financial documents are submitted for payment and that funds are spent in a timely manner. The Grants Coordinator and Grants Accountant work closely to improve procedures and to make certain that current procedures are efficient and adequate. All documents submitted with draw requests are thoroughly examined by the Grants Coordinator to ensure funding is being expended on eligible expenses and that funds are being utilized efficiently.

The County is currently on a workout plan to address timeliness. The plan addresses reasons for the delay in spending. Delays occurred due to the following reasons:

- 1) Projects needed governmental agencies review and approval. Because most projects are infrastructure, approval is required from agencies such as the Texas Water Development Board, Environmental Protection Agency, and Texas Water Commission.
- 2) Delays occurred due to problems with accessing income data and easements.
- 3) Some projects requested funds for construction but were still in the planning and engineering stages of the project. Delays in this stage caused delays in construction.
- 4) Projects awarded funds relinquished funds as projects were not going to progress (\$332,600).

Citizen Participation

1. Provide a summary of citizen comments.
2. In addition, the performance report provided to citizens must identify the Federal funds made available for furthering the objectives of the Consolidated Plan. For each formula grant program, the grantee shall identify the total amount of funds available (including estimated program income), the total amount of funds committed during the reporting period, the total amount expended during the reporting period, and the geographic distribution and location of expenditures. Jurisdictions are encouraged to include maps in describing the geographic distribution and location of investment (including areas of minority concentration). The geographic distribution and expenditure requirement may also be satisfied by specifying the census tracts where expenditures were concentrated.

*Please note that Citizen Comments and Responses may be included as additional files within the CPMP Tool.

Program Year 4 CAPER Citizen Participation response:

The comment period for this document was December 10 – December 29, 2008.

Institutional Structure

1. Describe actions taken during the last year to overcome gaps in institutional structures and enhance coordination.

Program Year 4 CAPER Institutional Structure response:

The County continually works with organizations and cities to gain better knowledge of needs in the County. Collaborative projects are strongly encouraged as to promote and enhance coordination.

Monitoring

1. Describe how and the frequency with which you monitored your activities.
2. Describe the results of your monitoring including any improvements.
3. Self Evaluation

- a. Describe the effect programs have in solving neighborhood and community problems.
- b. Describe progress in meeting priority needs and specific objectives and help make community's vision of the future a reality.
- c. Describe how you provided decent housing and a suitable living environment and expanded economic opportunity principally for low and moderate-income persons.
- d. Indicate any activities falling behind schedule.
- e. Describe how activities and strategies made an impact on identified needs.
- f. Identify indicators that would best describe the results.
- g. Identify barriers that had a negative impact on fulfilling the strategies and overall vision.
- h. Identify whether major goals are on target and discuss reasons for those that are not on target.
- i. Identify any adjustments or improvements to strategies and activities that might meet your needs more effectively.

Program Year 4 CAPER Monitoring response:

1. The Grants Coordinator uses monthly progress reports submitted by each project to identify any problems or potential problems. Contact with each project manager assists in ensuring that projects are progressing, following appropriate regulations and utilizing CDBG funds efficiently and effectively. The Grants Coordinator also conducts meetings and/or communicates via email and phone with project managers regarding specifics of projects. To date, no formal monitorings have occurred. The Grants Coordinator will begin scheduling desk monitoring in December 2008 and January 2009.

2. Meeting with representatives from the projects ensures that regulations are being followed. Review of income documents for the City of Libery Hill sewer project has allowed for a thorough assessment of documents and the data included in those documents. Doing so has allowed for a concise pool of income eligible residents who will receive waste water connections.

The Grants Coordinator worked with the Mobile Outreach Team Director to develop a method of billing that is representative of the current costs of the services they provide. The new method also ensures timely billing to the CDBG office.

The City of Cedar Park relinquished funds awarded to the City in both FY06 and FY07. A portion of these funds was reallocated to the City of Georgetown Leander Street Project. The remaining funds will be reallocated during the FY09 allocation process.

Habitat for Humanity of Greater Georgetown was awarded \$20,000 for the Smith Branch Project in FY06. After further investigation of this project by the Executive Director of Habitat, it was decided that they are unable to utilize the funds at this time. Funds will be reallocated during the FY09 allocation process.

The City of Thrall was unable to utilize \$128,000 awarded in FY07 for the Highway 79 Water Line Project. The funds will be reallocated during the FY09 allocation process.

The Northridge Acres project is utilizing CDBG funds from both Williamson and Travis Counties. As reported in the 2005 and 2006 CAPERs, the project was delayed. However, progress is now being made. The environmental assessment has been

completed and the approval for the release of funds has been obtained. An amendment to the original six party agreement has been partially executed with only two signatures remaining. The public portion of the water line has been installed. Travis County has collected the data necessary to proceed with household connections for those residents that live in Travis County. Data collection from Williamson County residents is underway. Income source documentation along with temporary property access forms and water applications are being submitted and evaluated for approval.

FY06 was the first year that Williamson County funded a social service project. The County funded the Mobile Outreach Team which supports individuals throughout the County who are involved in a mental health crisis. The Grants Coordinator worked closely with the Mobile Outreach Team Coordinator to develop processes for income verification and billing that was conducive to both offices. There have been some issues encountered in the ability to verify income of individuals.

All projects receive a subrecipient binder that entails HUD guidance, County forms, labor forms and Davis Bacon info, and information on how to access funds. The binder has proven to provide valuable guidance to subrecipients and is a good reference tool for both the subrecipients and the Grants Coordinator.

3a. The Habitat for Humanity of Greater Georgetown Old Mill Village project completed five homes in February 2007, three homes in December 2007 and four homes in May and June 2008. The City of Georgetown is utilizing CDBG funds to install curbs and sidewalks in this same area. The Jarrell City Sewer System project will replace individual septic systems that could potentially cause health related issues in a low and moderate income area of town. Liberty Hill is also utilizing CDBG funds to improve the sewer system by replacing failing and non-operational septic systems with a city sewer system. The Mobile Outreach Team has used CDBG funds to increase the number of clients they serve.

3b. The CDBG projects are meeting the priority of infrastructure identified in the Williamson County Consolidated Plan. Projects are providing permanent homes to low income residents which was also identified as a County need. Projects such as Habitat of Williamson County and the Georgetown Housing Authority are working toward accomplishing this priority.

3c. The County provides descent housing for its low-mod income residents through the use of its cities' housing authorities. The Georgetown Housing Authority received an allocation from FY06 and FY07 funding to be used for the infrastructure planning of a multi-use complex. The apartments associated with this complex will be for low-income residents of the County. The County supports the Capital Area Housing Finance Corporation on projects that provide assistance toward home ownership and/or rental assistance for low income households. The County supports Habitat for Humanity of Williamson County which provides affordable homes for local residents.

The County supports the Capital IDEA organization which provides services such as childcare and education to a specified number of low-income residents. These services are used to ensure success in training/education so that participants may move out of poverty and enter the high-skill workforce in two to three years.

3d. The Northridge Acres project has fallen behind the schedule identified when the project was allocated funds. Partners are working towards finalizing terms of the

project. The Environmental Assessment is completed and Travis and Williamson Counties along with other entities in the Six Party Agreement are in the process of executing an amendment so that CDBG funds could be utilized.

The Mobile Outreach Team was awarded \$79,194 to be utilized to assist low-income residents of Williamson County. The social service project required the development of new reporting documents that met HUD regulations. The project began utilizing FY07 funds March 2008 and has utilized \$30,920.40 to date. The Grants Coordinator is continually working with the Mobile Outreach Team Director to develop a plan to utilize the funds and identify income eligible clients.

3e. The needs identified in the FY05-09 Consolidated Plan were improvement of infrastructure followed by providing affordable housing. The projects funded and active during this reporting period have provided flood relief, are in the process of providing functional sewage and wastewater services and will also provide additional affordable housing.

3f. The Georgetown Old Mill Project has provided sidewalks and drainage for the Habitat community of Old Mill located in Georgetown. There are currently twelve Habitat homes completed in the area assisting 54 residents.

3g. As the Williamson County CDBG program continues to expand its projects, the program has experienced some obstacles. The program is currently following a timeliness workout plan that is expected to bring the CDBG program into compliance by February or March 2009.

Timeliness issues are due to delay in projects and funds being relinquished from Cedar Park, Habitat for Humanity and the City of Thrall. Also, \$250,000 of FY08 funding was not allocated to projects. The County will reallocate these funds during the FY09 funding cycle.

3h. Major goals of the CDBG program on are target for completion.

3i. The City of Cedar Park, Habitat for Humanity of Williamson County and the City of Thrall relinquished funds that were previously awarded to them. A portion of the funds have been reallocated to the Georgetown Leander Street Project. The remaining funds will be allocated to projects during the FY09 funding cycle.

Lead-based Paint

1. Describe actions taken during the last year to evaluate and reduce lead-based paint hazards.

Program Year 4 CAPER Lead-based Paint response:
No actions were taken.

HOUSING

Housing Needs

*Please also refer to the Housing Needs Table in the Needs.xls workbook.

1. Describe Actions taken during the last year to foster and maintain affordable housing.

Program Year 4 CAPER Housing Needs response:

The County awarded social assistance general funds to Habitat for Humanity of Greater Georgetown (\$18,000) and Habitat for Humanity of Greater Round Rock (\$6,000). These funds assist the agencies with providing affordable homes for low-income residents.

Habitat Georgetown received FY04 CDBG funds to provide infrastructure of the new residential area of Old Mill Village. To date, twelve homes have been completed.

Specific Housing Objectives

1. Evaluate progress in meeting specific objective of providing affordable housing, including the number of extremely low-income, low-income, and moderate-income renter and owner households comparing actual accomplishments with proposed goals during the reporting period.
2. Evaluate progress in providing affordable housing that meets the Section 215 definition of affordable housing for rental and owner households comparing actual accomplishments with proposed goals during the reporting period.
3. Describe efforts to address "worst-case" housing needs and housing needs of persons with disabilities.

Program Year 4 CAPER Specific Housing Objectives response:

Twelve Habitat Georgetown homes have been completed assisting 54 residents.

Developing a rehab program for owner-occupied and renter housing is something that the County is working toward. The County supports the Capital Area Finance Corporation which assists low-income individuals and families with first time purchases of homes.

Public Housing Strategy

1. Describe actions taken during the last year to improve public housing and resident initiatives.

Program Year 4 CAPER Public Housing Strategy response:

The Grants Coordinator plans to improve the public housing and resident initiatives by attempting to coordinate efforts of the County's Housing Authorities and public services available to low-income residents. Issues such as population growth, lack of

centralized information availability, and lack of available funding are issues that will be addressed.

Barriers to Affordable Housing

1. Describe actions taken during the last year to eliminate barriers to affordable housing.

Program Year 4 CAPER Barriers to Affordable Housing response:

The lack of available affordable housing is a significant barrier in Williamson County. Considerable waiting lists are in place for those who are seeking assistance. The County supports organizations that will assist in alleviating this issue.

Affordability is another barrier that low-income residents face. The County supports numerous organizations in an effort to achieve the objective described as financial assistance. These organizations support low income residents with utilities, rent, food, shelter, as well as health care, counseling and social assistance.

HOME/ American Dream Down Payment Initiative (ADDI)

1. Assessment of Relationship of HOME Funds to Goals and Objectives
 - a. Evaluate progress made toward meeting goals for providing affordable housing using HOME funds, including the number and types of households served.
2. HOME Match Report
 - a. Use HOME Match Report HUD-40107-A to report on match contributions for the period covered by the Consolidated Plan program year.
3. HOME MBE and WBE Report
 - a. Use Part III of HUD Form 40107 to report contracts and subcontracts with Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs).
4. Assessments
 - a. Detail results of on-site inspections of rental housing.
 - b. Describe the HOME jurisdiction's affirmative marketing actions.
 - c. Describe outreach to minority and women owned businesses.

Program Year 4 CAPER HOME/ADDI response:

Williamson County does not receive ADDI funds.

HOMELESS

Homeless Needs

*Please also refer to the Homeless Needs Table in the Needs.xls workbook.

1. Identify actions taken to address needs of homeless persons.
2. Identify actions to help homeless persons make the transition to permanent housing and independent living.
3. Identify new Federal resources obtained from Homeless SuperNOFA.

Program Year 4 CAPER Homeless Needs response:

Hope for the Homeless task force within the Georgetown Project has reviewed the youth homeless situation in the Georgetown Independent School District and has made a recommendation in serving the "homeless youth" is to establish a teen shelter for GISD students ages 16-21. The primary purpose will be to provide temporary emergency housing for students considered homeless or do not have a permanent residence.

The County supports Capital Idea which trains residents of Williamson County in skills that will prepare them to move out of poverty and enter the high-skill workforce.

At this time, Williamson County has not received any new federal resources obtained from Homeless SuperNOFA.

Specific Homeless Prevention Elements

1. Identify actions taken to prevent homelessness.

Program Year 4 CAPER Specific Housing Prevention Elements response:

The County consistently supports organizations that better the lives of its residents. The Georgetown Community Service Center assists homeless clients with transitional housing. The Round Rock Area Serving Center and Habitat for Humanity of Williamson County also utilize County Public Assistance funds (general funds) to assist Williamson County residents with transitional housing and affordable permanent housing respectively.

Emergency Shelter Grants (ESG)

1. Identify actions to address emergency shelter and transitional housing needs of homeless individuals and families (including significant subpopulations such as those living on the streets).
2. Assessment of Relationship of ESG Funds to Goals and Objectives
 - a. Evaluate progress made in using ESG funds to address homeless and homeless prevention needs, goals, and specific objectives established in the Consolidated Plan.
 - b. Detail how ESG projects are related to implementation of comprehensive homeless planning strategy, including the number and types of individuals and persons in households served with ESG funds.
3. Matching Resources
 - a. Provide specific sources and amounts of new funding used to meet match as required by 42 USC 11375(a)(1), including cash resources, grants, and staff

salaries, as well as in-kind contributions such as the value of a building or lease, donated materials, or volunteer time.

4. State Method of Distribution
 - a. States must describe their method of distribution and how it rated and selected its local government agencies and private nonprofit organizations acting as subrecipients.
5. Activity and Beneficiary Data
 - a. Completion of attached Emergency Shelter Grant Program Performance Chart or other reports showing ESGP expenditures by type of activity. Also describe any problems in collecting, reporting, and evaluating the reliability of this information.
 - b. Homeless Discharge Coordination
 - i. As part of the government developing and implementing a homeless discharge coordination policy, ESG homeless prevention funds may be used to assist very-low income individuals and families at risk of becoming homeless after being released from publicly funded institutions such as health care facilities, foster care or other youth facilities, or corrections institutions or programs.
 - c. Explain how your government is instituting a homeless discharge coordination policy, and how ESG homeless prevention funds are being used in this effort.

Program Year 4 CAPER ESG response:
Williamson County does not receive ESG funds.

COMMUNITY DEVELOPMENT

Community Development

*Please also refer to the Community Development Table in the Needs.xls workbook.

1. Assessment of Relationship of CDBG Funds to Goals and Objectives
 - a. Assess use of CDBG funds in relation to the priorities, needs, goals, and specific objectives in the Consolidated Plan, particularly the highest priority activities.
 - b. Evaluate progress made toward meeting goals for providing affordable housing using CDBG funds, including the number and types of households served.
 - c. Indicate the extent to which CDBG funds were used for activities that benefited extremely low-income, low-income, and moderate-income persons.
2. Changes in Program Objectives
 - a. Identify the nature of and the reasons for any changes in program objectives and how the jurisdiction would change its program as a result of its experiences.
3. Assessment of Efforts in Carrying Out Planned Actions
 - a. Indicate how grantee pursued all resources indicated in the Consolidated Plan.
 - b. Indicate how grantee provided certifications of consistency in a fair and impartial manner.

- c. Indicate how grantee did not hinder Consolidated Plan implementation by action or willful inaction.
4. For Funds Not Used for National Objectives
 - a. Indicate how use of CDBG funds did not meet national objectives.
 - b. Indicate how did not comply with overall benefit certification.
5. Anti-displacement and Relocation – for activities that involve acquisition, rehabilitation or demolition of occupied real property
 - a. Describe steps actually taken to minimize the amount of displacement resulting from the CDBG-assisted activities.
 - b. Describe steps taken to identify households, businesses, farms or nonprofit organizations who occupied properties subject to the Uniform Relocation Act or Section 104(d) of the Housing and Community Development Act of 1974, as amended, and whether or not they were displaced, and the nature of their needs and preferences.
 - c. Describe steps taken to ensure the timely issuance of information notices to displaced households, businesses, farms, or nonprofit organizations.
6. Low/Mod Job Activities – for economic development activities undertaken where jobs were made available but not taken by low- or moderate-income persons
 - a. Describe actions taken by grantee and businesses to ensure first consideration was or will be given to low/mod persons.
 - b. List by job title of all the permanent jobs created/retained and those that were made available to low/mod persons.
 - c. If any of jobs claimed as being available to low/mod persons require special skill, work experience, or education, provide a description of steps being taken or that will be taken to provide such skills, experience, or education.
7. Low/Mod Limited Clientele Activities – for activities not falling within one of the categories of presumed limited clientele low and moderate income benefit
 - a. Describe how the nature, location, or other information demonstrates the activities benefit a limited clientele at least 51% of whom are low- and moderate-income.
8. Program income received
 - a. Detail the amount of program income reported that was returned to each individual revolving fund, e.g., housing rehabilitation, economic development, or other type of revolving fund.
 - b. Detail the amount repaid on each float-funded activity.
 - c. Detail all other loan repayments broken down by the categories of housing rehabilitation, economic development, or other.
 - d. Detail the amount of income received from the sale of property by parcel.
9. Prior period adjustments – where reimbursement was made this reporting period for expenditures (made in previous reporting periods) that have been disallowed, provide the following information:
 - a. The activity name and number as shown in IDIS;
 - b. The program year(s) in which the expenditure(s) for the disallowed activity(ies) was reported;
 - c. The amount returned to line-of-credit or program account; and

- d. Total amount to be reimbursed and the time period over which the reimbursement is to be made, if the reimbursement is made with multi-year payments.
10. Loans and other receivables
- a. List the principal balance for each float-funded activity outstanding as of the end of the reporting period and the date(s) by which the funds are expected to be received.
 - b. List the total number of other loans outstanding and the principal balance owed as of the end of the reporting period.
 - c. List separately the total number of outstanding loans that are deferred or forgivable, the principal balance owed as of the end of the reporting period, and the terms of the deferral or forgiveness.
 - d. Detail the total number and amount of loans made with CDBG funds that have gone into default and for which the balance was forgiven or written off during the reporting period.
 - e. Provide a List of the parcels of property owned by the grantee or its subrecipients that have been acquired or improved using CDBG funds and that are available for sale as of the end of the reporting period.
11. Lump sum agreements
- a. Provide the name of the financial institution.
 - b. Provide the date the funds were deposited.
 - c. Provide the date the use of funds commenced.
 - d. Provide the percentage of funds disbursed within 180 days of deposit in the institution.
12. Housing Rehabilitation – for each type of rehabilitation program for which projects/units were reported as completed during the program year
- a. Identify the type of program and number of projects/units completed for each program.
 - b. Provide the total CDBG funds involved in the program.
 - c. Detail other public and private funds involved in the project.
13. Neighborhood Revitalization Strategies – for grantees that have HUD-approved neighborhood revitalization strategies
- a. Describe progress against benchmarks for the program year. For grantees with Federally-designated EZs or ECs that received HUD approval for a neighborhood revitalization strategy, reports that are required as part of the EZ/EC process shall suffice for purposes of reporting progress.

Program Year 4 CAPER Community Development response:

Answers are numbered according to questions above:

1. The Consolidated Plan identifies infrastructure projects and public facilities as Williamson County's top priorities. The County allocated \$851,180 of FY07 CDBG funds to be used in five infrastructure projects and one public service project throughout the County. Projects are in progress and on track to meet the goals originally set. To date, no program objectives have been changed. All funds awarded and utilized by projects are for low income residents of the County.

The Grants Coordinator maintains open communication with all subrecipients and makes any and all records available to the subrecipients and to the public.

2. Cedar Park, Thrall and Habitat for Humanity of Williamson County relinquished funds that had previously been allocated.
3. All planned actions were pursued over the FY07 program year. Projects that were delayed are continually being monitored to ensure progress.

All projects submit documentation that is consistent with Williamson County CDBG policies which reflect federal regulations and guidelines.

Williamson County uses the Consolidated Plan as a guide in implementing projects that utilize CDBG funding. There was no action or willful inaction to hinder the implementation of the Consolidated Plan.

4. All funds were used to meet a national objective.
5. No projects involved acquisition, rehabilitation, or demolition of occupied real property.
6. No projects involved economic development activities.
7. The Mobile Outreach Team identified clients by completing income verification documentation and submitting compiled information to the Grants Coordinator for review. The Grants Coordinator then confirms that 47% (Williamson County is an exception grantee) of those served are low-mod.
8. No program income was generated with CDBG funds.
9. No expenditures were made and subsequently deemed disallowable.
10. No loans were granted during this reporting period.
11. No lump sum agreements were made during this reporting period.
12. There were no housing rehab projects during this reporting period.
13. Williamson County does not have a HUD-approved neighborhood revitalization strategy.

Antipoverty Strategy

1. Describe actions taken during the last year to reduce the number of persons living below the poverty level.

Program Year 4 CAPER Antipoverty Strategy response:

Organizations such as the Round Rock Area Serving Center provide assistance to low-income residents of the County by offering food vouchers, Fresh Food for Families program, coordinate the Coats for Kids program and provide financial assistance for utilities, rents, prescriptions, temporary lodging and gasoline. Capital Idea provides services to ensure that County residents succeed in training so that they may move out of poverty and enter the high-skill workforce. The Literacy Council of Williamson County provides services such as tutoring in English as a second language, basic literacy and GED preparation to adults throughout the County. These projects have been supported by the County during FY07.

NON-HOMELESS SPECIAL NEEDS

Non-homeless Special Needs

*Please also refer to the Non-homeless Special Needs Table in the Needs.xls workbook.

1. Identify actions taken to address special needs of persons that are not homeless but require supportive housing, (including persons with HIV/AIDS and their

families).

Program Year 4 CAPER Non-homeless Special Needs response:

The County identified the following as populations that necessitate assistance with transitional and affordable housing: elderly, veterans, chronic substance abusers, persons with mental illness, persons with dual-diagnosis, and persons with HIV/AIDS. The County advocates and lobbies for state assistance and to develop partnerships with the state, hospitals, nonprofits, etc. to increase transportation and affordable housing especially for chronic substance abusers, persons with mental illness, and persons with dual-diagnosis.

Specific HOPWA Objectives

*Please also refer to the HOPWA Table in the Needs.xls workbook.

1. Overall Assessment of Relationship of HOPWA Funds to Goals and Objectives
Grantees should demonstrate through the CAPER and related IDIS reports the progress they are making at accomplishing identified goals and objectives with HOPWA funding. Grantees should demonstrate:
 - a. That progress is being made toward meeting the HOPWA goal for providing affordable housing using HOPWA funds and other resources for persons with HIV/AIDS and their families through a comprehensive community plan;
 - b. That community-wide HIV/AIDS housing strategies are meeting HUD's national goal of increasing the availability of decent, safe, and affordable housing for low-income persons living with HIV/AIDS;
 - c. That community partnerships between State and local governments and community-based non-profits are creating models and innovative strategies to serve the housing and related supportive service needs of persons living with HIV/AIDS and their families;
 - d. That through community-wide strategies Federal, State, local, and other resources are matched with HOPWA funding to create comprehensive housing strategies;
 - e. That community strategies produce and support actual units of housing for persons living with HIV/AIDS; and finally,
 - f. That community strategies identify and supply related supportive services in conjunction with housing to ensure the needs of persons living with HIV/AIDS and their families are met.
2. This should be accomplished by providing an executive summary (1-5 pages) that includes:
 - a. Grantee Narrative
 - i. Grantee and Community Overview
 - (1) A brief description of your organization, the area of service, the name of each project sponsor and a broad overview of the range/type of housing activities and related services
 - (2) How grant management oversight of project sponsor activities is conducted and how project sponsors are selected
 - (3) A description of the local jurisdiction, its need, and the estimated number of persons living with HIV/AIDS
 - (4) A brief description of the planning and public consultations involved in the use of HOPWA funds including reference to any appropriate planning document or advisory body

- (5) What other resources were used in conjunction with HOPWA funded activities, including cash resources and in-kind contributions, such as the value of services or materials provided by volunteers or by other individuals or organizations
 - (6) Collaborative efforts with related programs including coordination and planning with clients, advocates, Ryan White CARE Act planning bodies, AIDS Drug Assistance Programs, homeless assistance programs, or other efforts that assist persons living with HIV/AIDS and their families.
- ii. Project Accomplishment Overview
 - (1) A brief summary of all housing activities broken down by three types: emergency or short-term rent, mortgage or utility payments to prevent homelessness; rental assistance; facility based housing, including development cost, operating cost for those facilities and community residences
 - (2) The number of units of housing which have been created through acquisition, rehabilitation, or new construction since 1993 with any HOPWA funds
 - (3) A brief description of any unique supportive service or other service delivery models or efforts
 - (4) Any other accomplishments recognized in your community due to the use of HOPWA funds, including any projects in developmental stages that are not operational.
- iii. Barriers or Trends Overview
 - (1) Describe any barriers encountered, actions in response to barriers, and recommendations for program improvement
 - (2) Trends you expect your community to face in meeting the needs of persons with HIV/AIDS, and
 - (3) Any other information you feel may be important as you look at providing services to persons with HIV/AIDS in the next 5-10 years
- b. Accomplishment Data
 - i. Completion of CAPER Performance Chart 1 of Actual Performance in the provision of housing (Table II-1 to be submitted with CAPER).
 - ii. Completion of CAPER Performance Chart 2 of Comparison to Planned Housing Actions (Table II-2 to be submitted with CAPER).

Program Year 4 CAPER Specific HOPWA Objectives response:
Williamson County does not receive HOPWA funds.

OTHER NARRATIVE

Include any CAPER information that was not covered by narratives in any other section.

Program Year 4 CAPER Other Narrative response:

Commissioners Court - Regular Session

Date: 12/02/2008
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Discuss and consider appointing a new representative to the CARTS Board.

Background

Marge Tripp is requesting that a new memeber be appointed to this Board. She has represented Williamson County on the CARTS Board of Directors since 2001. The next CARTS Board meeting is scheduled for January 29, 2009.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Wendy Started On: 11/25/2008 03:00
Coco PM
Final Approval Date: 11/25/2008

B/A, Various Departments, 12/2/08
Commissioners Court - Regular Session

Date: 12/02/2008
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for various departments.

Background

Budget amendment to move unspent State Law Enforcement Training dollars to current budget.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0475.004229	County Atty/St Law Enforc Trng	\$1,999.70	01
	0100.0551.004229	Const 1/St Law Enforc Trng	\$4,277.43	02
	0100.0552.004229	Const 2/St Law Enforc Trng	\$3,970.01	03
	0100.0553.004229	Const 3/St Law Enforc Trng	\$124.84	04
	0100.0554.004229	Const 4/St Law Enforc Trng	\$1,939.96	05
	0100.0560.004229	SO/St Law Enforc Trng	\$8,688.69	06
	0100.0570.004229	Co Jail/St Law Enforc Trng	\$28.63	07

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 11/24/2008 09:43 AM
 Final Approval Date: 11/25/2008

B/A, Juvenile Services, 12/2/08
Commissioners Court - Regular Session

Date: 12/02/2008
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Juvenile Services.

Background

Move unspent GISD Residential Services dollars to current budget.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0576.004103	GISD Residential Services	\$42,845.80	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 11/24/2008 09:54 AM
 Final Approval Date: 11/25/2008

B/A, Avery Ranch PID, 12/2/08
Commissioners Court - Regular Session

Date: 12/02/2008
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Commissioner Precinct #1.

Background

Move unspent dollars from R.D. Wunsch for Avery Ranch PID to current budget.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0211.004100	Professional Services	\$1,535.00	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 11/24/2008 10:02 AM
 Final Approval Date: 11/25/2008

B/A, Clearwater Ranch PID, 12/2/08
Commissioners Court - Regular Session

Date: 12/02/2008
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Commissioner Precinct #2.

Background

Move unspent dollars from Lookout Group for Clearwater Ranch PID to current budget.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0212.004100	Professional Services	\$405.50	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 11/24/2008 10:05 AM
 Final Approval Date: 11/25/2008

Consider and take action on Damage Claim made by Verizon in the amount of \$413.00**Commissioners Court - Regular Session**

Date: 12/02/2008
Submitted By: Stephen Ackley, County Attorney
Department: County Attorney
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consider and take action on Damage Claim made by Verizon in the amount of \$413.28.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Stephen Ackley
Started On: 11/25/2008 10:31 AM
Final Approval Date: 11/25/2008

Consider and Take Action on Damage Claim by Verizon in the amount of \$88.64**Commissioners Court - Regular Session**

Date: 12/02/2008
Submitted By: Stephen Ackley, County Attorney
Department: County Attorney
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consider and Take Action on Damage Claim by Verizon in the amount of \$88.64.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Stephen Ackley
Started On: 11/25/2008 10:37 AM
Final Approval Date: 11/25/2008
