

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**FEBRUARY 3RD, 2009**  
**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 – 12 )

5. Discuss and consider approving a line item transfer for Emergency Management:

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0541-004209	Cellular Phone	\$500	
To	0100-0541-004232	Training / Conference	\$500	

6. Discuss and consider approving a line item transfer for HazMat

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0542-004232	HazMat/Training	\$5,500	

To	0100-0542-003001	HazMat/Sm Tools	\$4,000	
To	0100-0542-003101	HazMat/Educ Supplies	\$1,000	
To	0100-0542-003905	HazMat/Bottled Water	\$500	

7. Consider approving the Treasurer's Report on the Williamson County Finances for December 2008.
8. Note in minutes the recognition of continuing education hours from the County Clerk for 2008.
9. Consider approving and entering into the official minutes Commissioner Birkman's completion of 13.75 of required continuing education hours for Benefits.
10. Consider and take appropriate action on authorizing the transfer of various items from multiple departments through inter-office transfer to County departments and/or auction/donation. (Complete list filed with official minutes)
11. Discuss and take action on appointment of Charles Scott Mount as Deputy.
12. Discuss and consider final plat approval for Parkside at Mayfield Ranch, Section 3A.

## **REGULAR AGENDA**

13. Discuss and take appropriate action regarding 2009 Williamson County Landfill Operation Agreement between the County and Waste Management of Texas, Inc.
14. Discuss, consider amending, and take appropriate action pursuant to the Texas Health and Safety Code on an Order authorizing the execution of a 2009 Williamson County Landfill Operation Agreement between the County and Waste Management of Texas, Inc. (Copies of the proposed Order and Agreement are posted for public review on the County website)."
15. 10:00 Public Hearing to change the name of CR 116 to Rabbit Hill Road.
16. Discuss and take appropriate action on changing the name of CR 116 to Rabbit Hill Road.
17. Hear February 2009 Monthly Construction Summary Report for Road Bond and Pass Through Financing Projects.
18. Discuss and take appropriate action on road bond program.
19. Discuss and consider approving Kennedy Consulting, Ltd. Professional Service Agreement (PSA) for the SH 29 Bypass (Georgetown Reliever Route) Road Bond Project.
20. Consider authorizing County Judge to execute Contractual Agreement for Right-of-Way Procurement for SH 195, Section 1

21. Consider setting a date for a public hearing to change the name of the east and west section of CR 268 beginning at W SH 29 to Kaufman Loop.
22. Discuss and consider a professional services agreement between Williamson County and GDS Associates, Inc. for the creation of a report regarding the new 8-Hour Ozone Air Quality Standard and the Attainment Status of Williamson County.
23. Consider approving Change Order # 2 for Chasco Constructors for Brushy Creek Regional Trail phase III in the amount \$9,453.00
24. Consider approving appointments to a committee on the annexation by the City of Austin for an area located near Springwoods M.U.D.
25. Discuss and take appropriate action on the reappointment of Jim Mills and Robert Bennett to the CTRMA Board of Directors.
26. Discuss and take appropriate action on Memorandum of Understanding with Bluebonnet Trails and participating hospitals for crisis respite center.
27. To discuss and approve adopting the Williamson County Debt Management Policy.
28. Consider authorizing advertising and setting date of March 17, 2009 at 2:00pm at Chasco Constructors, 2801 Old Settlers Blvd, Round Rock, TX 78665, to receive proposals from trade contractors and subcontractors, for provision of all labor, material and equipment and for the performance of all major elements of the work required for the Williamson County Precinct 1 Annex (Round Rock Annex) project.
29. Consider authorizing advertising and setting date of Wednesday, February 25, 2009 at 2:00pm in the Purchasing Department to receive bids for Traffic Signal Maintenance for Williamson County.
30. Consider awarding bids received for Bid # 09WC707, CR175 Phase 2A road project, to the lowest and best bidder meeting specifications, RGM Constructors, LP.
31. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Victim's Assistance Donations:

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367400	Donations	\$508.42	01

32. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Victim's Assistance Donations:

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0560.003671	V.A. Donations	\$508.42	01

33. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Tax Assessor/Collector:

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.362220	VIT Contributions	\$245.00	01

34. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures:

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0499.003900	Membership Fees	\$245.00	01

## **EXECUTIVE SESSION**

35. Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property.)
36. Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
37. Discuss County Landfill (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
38. Deliberation regarding Economic Development Negotiations (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.087 Deliberation regarding Economic Development Negotiations.)
39. Discuss and take appropriate action on real estate.
40. Discuss and take appropriate action on pending or contemplated litigation.
41. Discuss and take appropriate action on the County Landfill.
42. Discuss and take appropriate action concerning deliberation regarding Economic Development Negotiations.
43. Comments from Commissioners.

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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.

## Line Item Transfer

### Commissioners Court - Regular Session

**Date:** 02/03/2009  
**Submitted By:** Jarred Thomas, Emergency Management  
**Submitted For:** Jarred Thomas  
**Department:** Emergency Management  
**Agenda Category:** Consent

#### Information

##### Agenda Item

Discuss and consider approving a line item transfer for Emergency Management:

##### Background

Transferring money from cell phone to conferences so that I may attend the Texas Homeland Security Conference in San Antonio. Attendance is a mandate for our EMPG grant funding.

#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0541-004209	Cellular Phone	\$500	
To	0100-0541-004232	Training / Conference	\$500	

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	01/27/2009 09:06 AM	APRV
4	Budget	Ashlie Koenig	01/28/2009 02:46 PM	APRV

Form Started By: Jarred Thomas  
 Started On: 01/27/2009 08:44 AM  
 Final Approval Date: 01/28/2009

**Line Item Transfer****Commissioners Court - Regular Session**

**Date:** 02/03/2009  
**Submitted By:** Ashlie Koenig, County Judge  
**Department:** County Judge  
**Agenda Category:** Consent

**Information****Agenda Item**

Discuss and consider approving a line item transfer for HazMat

**Background**

This was the first year that Marty did his own budget. He put \$5K worth of training materials as well as small equipment and tools under his training line item. These were items that are using in his training classes but not necessarily "training" in a classroom setting. This line item transfer will correct these particular line items.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0542-004232	HazMat/Training	\$5,500	
To	0100-0542-003001	HazMat/Sm Tools	\$4,000	
To	0100-0542-003101	HazMat/Educ Supplies	\$1,000	
To	0100-0542-003905	HazMat/Bottled Water	\$500	

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	01/28/2009 03:06 PM	APRV
4	Budget (Originator)	Ashlie Koenig	01/28/2009 03:17 PM	APRV
Form Started By: Ashlie Koenig			Started On: 01/28/2009 10:07 AM	
Final Approval Date: 01/28/2009				

## Treasurer's Report on the Williamson County Finances December 2008 Commissioners Court - Regular Session

**Date:** 02/03/2009  
**Submitted By:** Celia Villarreal, County Treasurer  
**Submitted For:** Vivian Wood  
**Department:** County Treasurer  
**Agenda Category:** Consent

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### Information

#### Agenda Item

Consider approving the Treasurer's Report on the Williamson County Finances for December 2008.

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [Treasurer's Report on the Williamson County Finances December 2008](#)

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### Form Routing/Status

Form Started By: Celia Villarreal      Started On: 01/23/2009 09:37 AM  
Final Approval Date: 01/26/2009

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TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES  
IN THE HANDS OF VIVIAN L. WOOD  
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT  
WILLIAMSON COUNTY, TEXAS  
IN REGULAR SESSION  
DECEMBER TERM 2008

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, at the Regular term of Court, we compared and examined the monthly report of VIVIAN L. WOOD, Treasurer of Williamson County, Texas, for **DECEMBER 2008**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$349,607,478.08.

\_\_\_\_\_  
Dan A. Gattis, County Judge

\_\_\_\_\_  
Lisa Birkman, Commissioner Pct. 1

\_\_\_\_\_  
Cynthia Long, Commissioner Pct. 2

\_\_\_\_\_  
Valerie Covey, Commissioner Pct .3

\_\_\_\_\_  
Ron Morrison, Commissioner Pct .4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the \_\_\_\_\_ day \_\_\_\_\_, A.D., 2009.

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

\_\_\_\_\_  
By: Deputy

# **LONG TERM INVESTMENT SECURITIES BALANCE**

Account Name	Balance December 31, 2008
GENERAL FUND	\$ 14,769,308.34
GF BOND 01	\$ 11,240,595.14
ROAD & BRIDGE	\$ 3,085,606.56
DEBT SERVICE	\$ 8,518,532.33
TOBACCO FUNDS	\$ 3,277,746.97
CO RECORDS ARCHIVE	\$ 1,004,047.78
CO SERIES 2006	\$ 15,480,620.53
WC SH45 FUND	\$ 1,556,555.00
2007 ROAD BONDS	\$ 7,166,844.44
2008 TAN	\$ 5,107,404.87
CAPITAL PROJECTS FUND	\$ 122,425,000.00
<b>TOTAL</b>	<b>\$ 193,632,261.96</b>

**WILLIAMSON COUNTY  
TEXPOOL, TEXPOOL PRIME, TEXSTAR ACCOUNTS**

<b>ACCOUNT NAME</b>	<b>TEXPOOL BALANCE 12/31/08</b>	<b>TEXPOOL PRIME BALANCE 12/31/08</b>	<b>TEXSTAR BALANCE 12/31/08</b>	<b>GRAND TOTAL</b>
COURTHOUSE SECURITY	77,105.60			77,105.60
COUNTY RMP	841,684.66			841,684.66
GENERAL FUND	34,034.89	27,017,401.55		27,051,436.44
LIBRARY FUND	570,664.46			570,664.46
COURT REPORTER SVC	581,307.48			581,307.48
TOBACCO FUNDS	68,207.49	595,065.13		663,272.62
KARST	628,225.16			628,225.16
CO RECORD ARCHIVE	572,989.74			572,989.74
ROAD AND BRIDGE	24,283.68	11,055,699.56		11,079,983.24
TOTAL CO'S & BOND	1,256,287.77	36,719,556.73	257,025.40	38,232,869.90
DEBT SERVICE	481,445.76	24,024,541.68		24,505,987.44
BENEFITS	13,059.40	2,595,785.84		2,608,845.24
2008 TAN	96,990.75	4,760,789.73		4,857,780.48
WC SH45 FUND		810,743.06		810,743.06
*RESTRICTED FUNDS	1,780,666.25			1,780,666.25
<b>TOTALS</b>	<b>7,026,953.09</b>	<b>107,579,583.28</b>	<b>257,025.40</b>	<b>114,863,561.77</b>

\*Includes Child Safety, Records Mgmt/Prsrv Fund County Clerk, Alternate Dispute Resolution Fund, Justice Court Technology

# **SUMMARY OF THE RECONCILIATION OF BANK ACCOUNTS**

Account Name	Bank Balance Per Bank Reconciliation December 31, 2008	
GENERAL FUND	\$	36,615,814.99
PAYROLL	\$	4,423,566.29
CSCD TREASURER	\$	72,273.07
<b>TOTAL</b>	<b>\$</b>	<b>41,111,654.35</b>

Bank Statement Reconciliation Report  
Ending December 31, 2008  
**GENERAL FUND ACCOUNT**

BALANCE PER BANK	\$	37,406,626.25
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ADD:		
OUTSTANDING DEPOSITS	\$	2,625.00

SUBTRACT:		
OUTSTANDING CHECKS	\$	(793,436.26)

<b>RECONCILED BANK BALANCE</b>	<b>\$</b>	<b><u>36,615,814.99</u></b>
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STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	36,599,915.51
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ADD:		
DEPOSITS MADE BUT NOT RECOGNIZED AS REVENUE UNTIL JANUARY 2009	\$	3,876.00

SUBTRACT:		
	\$	0.00

BANK INTEREST 0.510	\$	12,023.48
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<b>RECONCILED BOOK BALANCE</b>	<b>\$</b>	<b><u>36,615,814.99</u></b>
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TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>(0.00)</u>
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NOTES:

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Bank Statement Reconciliation Report  
Ending December 31, 2008  
**PAYROLL FUND ACCOUNT**

BALANCE PER BANK	\$	4,445,913.59
ADD:		
OUTSTANDING DEPOSITS	\$	7,688.06
SUBTRACT:		
PAYROLL OUTSTANDING CHECKS	\$	(6,575.38)
ESCROW OUTSTANDING CHECKS	\$	(23,459.98)
ADJUSTMENTS:		

<b>RECONCILED BANK BALANCE</b>	<b>\$</b>	<b><u>4,423,566.29</u></b>
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BOOK BALANCE	\$	4,423,566.29
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ADD:		
OUTSTANDING DEPOSITS	\$	0.00

BANK INTEREST EARNED \$773.78 at 0.510%

ADJUSTMENTS:		
ADD:	\$	0.00
SUBTRACT:		
	\$	0.00

<b>RECONCILED BOOK BALANCE</b>	<b>\$</b>	<b><u>4,423,566.29</u></b>
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TOTAL DIFFERENCE IN BOOK FROM THE BANK	<b>\$</b>	<b><u>0.00</u></b>
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NOTES:

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Bank Statement Reconciliation Report  
Ending December 31, 2008  
**CSCD ACCOUNT**

BALANCE PER BANK	\$	87,814.12
ADD:		
OUTSTANDING DEPOSITS	\$	
 SUBTRACT:		
OUTSTANDING CHECKS	\$	(15,541.05)
 <b>RECONCILED BANK BALANCE</b>	<b>\$</b>	<b><u>72,273.07</u></b>

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STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	72,153.16
ADD:		
OUTSTANDING DEPOSIT	\$	0.00
 SUBTRACT:		
	\$	0.00
 BANK INTEREST	\$	119.91
 <b>RECONCILED BOOK BALANCE</b>	<b>\$</b>	<b><u>72,273.07</u></b>
  TOTAL DIFFERENCE IN BOOK FROM THE BANK	  \$	  <u>0.00</u>

NOTES:

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### GENERAL FUND TOTAL REVENUES

Account Name	TOTAL December 2008
TOTAL TAXES	\$ 41,053,062.74
TOTAL FEES OF OFFICE	\$ 493,444.78
TOTAL FINES AND FORFEITURES	\$ 322,251.19
TOTAL CHARGES FOR SERVICES	\$ 673,713.57
TOTAL INTERGOVERNMENTAL	\$ 110,870.22
TOTAL INVESTMENT INCOME/OTHER	\$ 326,157.93
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<b>TOTAL REVENUES</b>	<b>\$ 42,979,500.43</b>

SOURCE: WILLIAMSON COUNTY AUDITOR INTERNAL MONTHLY FINANCIAL REPORT

### GENERAL FUND TOTAL EXPENSES

Account Name	TOTAL December 2008
TOTAL GENERAL GOVERNMENT	\$ 3,157,169.19
TOTAL PUBLIC SAFETY	\$ 5,155,416.72
TOTAL JUDICIAL	\$ 1,242,791.98
TOTAL COMMUNITY SERVICES	\$ 859,448.63
<b>TOTAL EXPENDITURES</b>	<b>\$ 10,414,826.52</b>

SOURCE: WILLIAMSON COUNTY AUDITOR INTERNAL MONTHLY FINANCIAL REPORT

## Continuing Education for County Clerk Commissioners Court - Regular Session

**Date:** 02/03/2009  
**Submitted By:** Nancy Rister, County Clerk  
**Submitted For:** Nancy Rister  
**Department:** County Clerk  
**Agenda Category:** Consent

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### Information

#### Agenda Item

Note in minutes the recognition of continuing education hours from the County Clerk for 2008.

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [2008 Certificate of CE hours](#)

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### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Nancy Rister	01/23/2009 05:42 PM	CREATED
2	County Judge Exec Asst.	Wendy Coco	01/26/2009 10:00 AM	APRV
3		Wendy Coco	01/26/2009 10:00 AM	FNL APRV
		Wendy Coco	01/26/2009 10:01 AM	ROUTING CONTINUED
1	County Clerk (Originator)			NEW
Form Started By: Nancy Rister		Started On: 01/23/2009 05:42 PM		

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# COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

*CERTIFICATE OF COMPLETION*

*AWARDED TO*

**NANCY RISTER**

*For completing the required 20 Hours of Continuing Education for 2008  
as prescribed in Section 51.605 of the Texas Government Code*

*In witness therefor, recognition is hereby made this January, 2009*

*Karen McQueen*

*Karen McQueen, President*

*Cathy Stuart*

*Cathy Stuart, Vice President*

## Continuing Education hours Commissioners Court - Regular Session

**Date:** 02/03/2009  
**Submitted By:** Tammy Smith, Commissioner Pct. #1  
**Submitted For:** Tammy Smith  
**Department:** Commissioner Pct. #1  
**Agenda Category:** Consent

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### Information

#### Agenda Item

Consider approving and entering into the official minutes Commissioner Birkman's completion of 13.75 of required continuing education hours for Benefits.

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [Certificate of Attendance](#)

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### Form Routing/Status

Form Started By: Tammy Smith      Started On: 01/26/2009 10:44 AM  
Final Approval Date: 01/29/2009

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# International Foundation of Employee Benefit Plans

Presents to

**Lisa Birkman**

this

## Certificate of Attendance

for having participated in

54th Annual Employee Benefits Conference

November 16 - 19, 2008

San Antonio, TX

*William A. Martin*

President and Chair



*Michael Wilson*

Chief Executive Officer

**consent agenda****Commissioners Court - Regular Session**

**Date:** 02/03/2009  
**Submitted By:** Christi Tredemeyer, Purchasing  
**Submitted For:** Ursula Stone  
**Department:** Purchasing  
**Agenda Category:** Consent

**Information****Agenda Item**

Consider and take appropriate action on authorizing the transfer of various items from multiple departments through inter-office transfer to County departments and/or auction/donation. (Complete list filed with official minutes)

**Background****Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**

Link: [Auction](#)

Link: [Transfer](#)

Link: [Donation](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing	Bob Space	01/29/2009 10:30 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	01/29/2009 11:09 AM	APRV

Form Started By: Christi Tredemeyer  
 Started On: 01/29/2009 09:05 AM  
 Final Approval Date: 01/29/2009

Uniform

# WILLIAMSON COUNTY ASSET STATUS CHANGE FORM

The following asset(s) is(are) to be considered for: (Select one)

XX TRANSFER between county departments

X SALE at the earliest auction

\_\_\_\_ TRADE-IN for new assets for the county

\_\_\_\_ DONATION to a non-county entity

Asset list::

Quantity	Description (year, make, model & etc)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
7	brown jacket	BLAUER	Unknown
1	" "	TIMBERKING	Unknown
22	brown uniform pants	BLAUER	Unknown
26	" short sleeve shirts	"	Unknown
18	" long sleeve shirts	"	Unknown
5	polo style short sleeve shirts	N/A	Unknown

Parties involved:

**FROM** (Transferor Department): \_\_\_\_\_ Constable Precinct One

**TO** (Transferee Department/Auction/Trade-in/Donee): Auction

**FROM** Transferor – Elected Official/Department Head/authorized staff:

Print MICHAEL TUREK Sign [Signature] Date 1/21/09

**TO** Transferee – Elected Official/Department Head/authorized staff OR Donee – Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

For assets donated to a non-county entity:

The Donee accepts the above assets and has determined the Fair Market Value of assets to be

\$ \_\_\_\_\_.

## FORWARD TO COUNTY AUDITOR'S OFFICE

This Change Status was approved in Commissioner's Court on \_\_\_\_\_.

If for Sale, the asset(s) was(were) delivered to warehouse on \_\_\_\_\_

by \_\_\_\_\_.

# WILLIAMSON COUNTY

## ASSET STATUS CHANGE FORM

The following asset(s) is(are) to be considered for: (Select one)

☒ TRANSFER between county departments

☒ SALE at the earliest auction

☐ TRADE-IN for new assets for the county

☐ DONATION to a non-county entity

Asset list::

Quantity	Description (year, make, model & etc)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
2	Camo-color "flack" jacket	N/A	Unknown
1	Rapidprint "Accentronics"	458836	Working
6	office chair w/ cloth seat/back	N/A	Working
1	Universal monitor stand	N/A	Working

Parties involved:

**FROM** (Transferor Department): Constable Precinct One

**TO** (Transferee Department/Auction/Trade-in/Donee): Auction

**FROM** Transferor – Elected Official/Department Head/authorized staff:

Print MICHAEL TUREK

Sign [Signature]

Date 1/21/09

**TO** Transferee – Elected Official/Department Head/authorized staff OR Donee –

Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print \_\_\_\_\_

Sign \_\_\_\_\_

Date \_\_\_\_\_

For assets donated to a non-county entity:

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_.

## FORWARD TO COUNTY AUDITOR'S OFFICE

This Change Status was approved in Commissioner's Court on \_\_\_\_\_

If for Sale, the asset(s) was(were) delivered to warehouse on \_\_\_\_\_

by \_\_\_\_\_.

# WILLIAMSON COUNTY

## ASSET STATUS CHANGE FORM

The following asset(s) is(are) to be considered for: (Select one)

XX TRANSFER between county departments

X SALE at the earliest auction

TRADE-IN for new assets for the county

DONATION to a non-county entity

Asset list::

<u>Quantity</u>	<u>Description</u> (year, make, model & etc)	<u>Manufacturer ID#</u> (serial, service tag, or VIN)	<u>County</u> <u>Tag#</u>
1	brown wind breaker	Cardinal	Unknown
1	brown uniform jacket	unk.	Unknown
4	brown ball cap		Unknown
1	black <del>jeans</del> rope boot	Justin	Unknown
<del>1</del>	<del>black tie up boot</del>	<del>Bates</del>	<del>Unknown</del>
<del>1</del>	<del>" " "</del>	<del>SH</del>	<del>Unknown</del>

Parties involved:

**FROM** (Transferor Department): Constable Precinct One

**TO (Transferee Department/Auction/Trade-in/Donee):** Auction

**FROM** Transferor – Elected Official/Department Head/authorized staff:

Print MICHAEL TUREK Sign M. Turek Date 1/21/09

**TO Transferee – Elected Official/Department Head/authorized staff OR Donee – Representative: (If being approved for Sale or Trade-in, no signature is necessary.)**

Print \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

For assets donated to a non-county entity:

The Donee accepts the above assets and has determined the Fair Market Value of assets to be

§ \_\_\_\_\_.

**FORWARD TO COUNTY AUDITOR'S OFFICE**

This Change Status was approved in Commissioner's Court on \_\_\_\_\_.

If for Sale, the asset(s) was(were) delivered to warehouse on \_\_\_\_\_

by \_\_\_\_\_.

# WILLIAMSON COUNTY

## ASSET STATUS CHANGE FORM

The following asset(s) is(are) to be considered for: (Select one)

☒ TRANSFER between county departments

☒ SALE at the earliest auction

☐ TRADE-IN for new assets for the county

☐ DONATION to a non-county entity

Asset list::

Quantity	Description (year, make, model & etc)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
2	brown long sleeve t-shirt	N/A	Unknown
1	black short sleeve t-shirt	N/A	Unknown
2	brown clip on tie	N/A	Unknown

Parties involved:

**FROM** (Transferor Department): Constable Precinct One

**TO** (Transferee Department/Auction/Trade-in/Donee): Auction

**FROM** Transferor – Elected Official/Department Head/authorized staff:

Print MICHAEL TUREK Sign [Signature] Date 1/21/09

**TO** Transferee – Elected Official/Department Head/authorized staff OR Donee – Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

For assets donated to a non-county entity:

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_.

### FORWARD TO COUNTY AUDITOR'S OFFICE

This Change Status was approved in Commissioner's Court on \_\_\_\_\_.

If for Sale, the asset(s) was(were) delivered to warehouse on \_\_\_\_\_

by \_\_\_\_\_.

# Williamson County

## Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- ☐ TRANSFER between county departments      ☐ TRADE-IN for new assets for the county  
☒ SALE at the earliest auction      ☐ DONATION to a non-county entity

### Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	Vulcan, Deep Fryer, Model 5GR65F	Ser# 48-1449186 <i>working</i>	
1	Vulcan, Griddle, Model 972A	Ser# 601136553 <i>working</i>	

### Parties involved:

FROM (Transferor Department): Building Maintenance

Transferor - Elected Official/Department Head/

Authorized Staff:

Joseph Latteo

Contact Person:

James Whetston

Print Name

Signature

Date

Print Name

512-943-1599

Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction

Transferee - Elected Official/Department Head/

Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Signature

Date

Print Name

Phone Number

For assets donated to a non-county entity:

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_

## Forward to County Auditor's Office

This Change Status was approved as agenda item # \_\_\_\_\_ in Commissioner's Court on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

If for Sale, the asset(s) was(were) delivered to warehouse on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

by \_\_\_\_\_

# WILLIAMSON COUNTY

## ASSET STATUS CHANGE FORM

The following asset(s) is(are) to be considered for: (Select one)

☐ TRANSFER between county departments

☒ SALE at the earliest auction

☐ TRADE-IN for new assets for the county

☐ DONATION to a non-county entity

Asset list::

Quantity	Description (year, make, model & etc)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	MOTOROLA "RADIUS" radio w/mic	159 TUG 2350	Working

Parties involved:

**FROM** (Transferor Department): Constable Precinct One

**TO** (Transferee Department/Auction/Trade-in/Donee): Auction

**FROM** Transferor – Elected Official/Department Head/authorized staff:

Print MICHAEL TUREK Sign [Signature] Date 1/21/09

**TO** Transferee – Elected Official/Department Head/authorized staff OR Donee – Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_

For assets donated to a non-county entity:

The Donee accepts the above assets and has determined the Fair Market Value of assets to be

\$ \_\_\_\_\_.

### FORWARD TO COUNTY AUDITOR'S OFFICE

This Change Status was approved in Commissioner's Court on \_\_\_\_\_.

If for Sale, the asset(s) was(were) delivered to warehouse on \_\_\_\_\_

by \_\_\_\_\_.

# WILLIAMSON COUNTY

## ASSET STATUS CHANGE FORM

The following asset(s) is(are) to be considered for: (Select one)

\_\_\_\_ TRANSFER between county departments

XX SALE at the earliest auction

\_\_\_\_ TRADE-IN for new assets for the county

\_\_\_\_ DONATION to a non-county entity

Asset list::

Quantity	Description (year, make, model & etc)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	PANASONIC TV/VHS combo w/remote	C9AA32773	Working
1	DELL INSPIRON laptop w/ power cord, w/ carry case	HRQBD11	Working C00623
1	HP deskjet 960c w/USB cord and power cord	MX1331 T06N	Working to
1	MOTOROLA "radius" radio w/ mic	159 TUA 9632	A110574 5515 Working

Parties involved:

**FROM** (Transferor Department): \_\_\_\_\_ Constable Precinct One

**TO** (Transferee Department/Auction/Trade-in/Donee): Auction

**FROM** Transferor – Elected Official/Department Head/authorized staff:

Print MICHAEL TUREK

Sign [Signature]

Date 1/21/09

**TO** Transferee – Elected Official/Department Head/authorized staff OR Donee – Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print \_\_\_\_\_

Sign \_\_\_\_\_

Date \_\_\_\_\_

For assets donated to a non-county entity:

The Donee accepts the above assets and has determined the Fair Market Value of assets to be

\$ \_\_\_\_\_.

## FORWARD TO COUNTY AUDITOR'S OFFICE

This Change Status was approved in Commissioner's Court on \_\_\_\_\_.

If for Sale, the asset(s) was(were) delivered to warehouse on \_\_\_\_\_

by \_\_\_\_\_.

# Williamson County

## Asset Status Change Form

The following asset(s) is(are) considered for: (select one)

☒ **TRANSFER** between county departments

☐ **TRADE-IN** for new assets for the county

☐ **SALE** at the earliest auction

☐ **DONATION** to a non-county entity

### Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working, Unknown)
1	1995 INTERNATIONAL SCHOOL BUS	1HVBBABN3SH671632		Working

### Parties involved:

**FROM** (Transferor Department): SHERIFF DEPARTMENT

**Transferor - Elected Official/Department Head/  
Authorized Staff:**

**Contact Person:**

TONY MARSHALL

Print Name

Print Name

Signature

Phone Number

Date 1-22-09

**TO** (Transferee Department/Auction/Trade-in/Donee): UNIFIED ROAD SYSTEM

**Transferee - Elected Official/Department Head/  
Authorized Staff OR Donee - Representative:** (If being  
approved for Sale or Trade-in, no signature is necessary.)

**Contact Person:**

GREG BERGERON

MIKE FOX

Print Name

Print Name

Signature

943-3330

Phone Number

Date 1/22/09

**For assets donated to a non-county entity:**

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$

## Forward to County Auditor's Office

This Change Status was approved as agenda item # \_\_\_\_\_ in Commissioner's Court on \_\_\_\_\_

If for Sale, the asset(s) was(were) delivered to warehouse on \_\_\_\_\_ by \_\_\_\_\_

# WILLIAMSON COUNTY

## ASSET STATUS CHANGE FORM

The following asset(s) is(are) to be considered for: (Select one)

☒ TRANSFER between county departments

☐ SALE at the earliest auction

☐ TRADE-IN for new assets for the county

☒ DONATION to a non-county entity

Asset list::

Quantity	Description (year, make, model & etc)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
23	NEXTEL phones	N/A	
3	" " BLACKBERRY" phones	N/A	
13	phone belt clips	N/A	
12	cell phone wall chargers	N/A	
2	" " CAR " "	N/A	
4	MOTOROLA batteries	N/A	

Parties involved:

FROM (Transferor Department): \_\_\_\_\_ Constable Precinct One

TO (Transferee Department/Auction/Trade-in/Donor): Auction Victim's Assistance

FROM Transferor – Elected Official/Department Head/authorized staff:

Print Shelley James

Sign \_\_\_\_\_

Date \_\_\_\_\_

TO Transferee – Elected Official/Department Head/authorized staff OR Donor – Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Print \_\_\_\_\_

Sign \_\_\_\_\_

Date \_\_\_\_\_

For assets donated to a non-county entity:

The Donee accepts the above assets and has determined the Fair Market Value of assets to be

\$ \_\_\_\_\_.

## FORWARD TO COUNTY AUDITOR'S OFFICE

This Change Status was approved in Commissioner's Court on \_\_\_\_\_.

If for Sale, the asset(s) was(were) delivered to warehouse on \_\_\_\_\_

by \_\_\_\_\_.

**discuss and take action on appointment of Charles Scott Mount as Deputy  
Commissioners Court - Regular Session**

**Date:** 02/03/2009  
**Submitted By:** Mike Turek, Constable Pct. #1  
**Submitted For:** Robert Chody  
**Department:** Constable Pct. #1  
**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss and take action on appointment of Charles Scott Mount as Deputy.

**Background**

This is a request to fill one open Pct One Deputy position. This item is currently approved in budget.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Form Started By: Mike Turek      Started On: 01/28/2009 11:34 AM  
Final Approval Date: 01/28/2009

---

## Final Plat Approval Commissioners Court - Regular Session

**Date:** 02/03/2009  
**Submitted By:** Nickey Lawrence, Unified Road System  
**Submitted For:** Joe England  
**Department:** Unified Road System  
**Agenda Category:** Consent

---

### Information

#### Agenda Item

Discuss and consider final plat approval for Parkside at Mayfield Ranch, Section 3A.

#### Background

This is a 5.982 acre tract being platted as one park lot (5.554 ac) and one lot for drainage (0.428 ac).

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

*No file(s) attached.*

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### Form Routing/Status

Form Started By: Nickey Lawrence  
Started On: 01/29/2009 10:25 AM  
Final Approval Date: 01/29/2009

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## Landfill Contract

### Commissioners Court - Regular Session

Date: 02/03/2009  
Submitted By: Peggy Vasquez, County Judge  
Department: County Judge  
Agenda Category: Regular Agenda Items

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#### Information

##### Agenda Item

Discuss and take appropriate action regarding 2009 Williamson County Landfill Operation Agreement between the County and Waste Management of Texas, Inc.

##### Background

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#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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#### Attachments

Link: [2009 Williamson County Landfill Operation Agreement](#)

Link: [2009 Landfill Contract Comparison](#)

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#### Form Routing/Status

Form Started By: Peggy Vasquez  
Started On: 01/28/2009 04:25 PM  
Final Approval Date: 01/29/2009

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# 2009 Williamson County Landfill Operation Agreement

**WILLIAMSON COUNTY LANDFILL  
OPERATION AGREEMENT**

\*\*\*\*\*

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**WILLIAMSON COUNTY LANDFILL**  
**OPERATION AGREEMENT**

This Operation Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between Williamson County, a political subdivision of the state of Texas ("County") and Waste Management of Texas, Inc., a Texas corporation ("Contractor").

**WITNESSETH:**

WHEREAS, Williamson County entered into an agreement on May 6, 1985, with R.E. Wolfe Enterprises, Inc., 3001 E. 83<sup>rd</sup> Street, Kansas City, MO 64132, to operate the County's Landfill in a manner that served and protected the health and safety of the public, R.E. Wolfe Enterprises, Inc. since acquired and merged into Texas Waste Systems, Inc., and subsequently merged into Waste Management of Texas, Inc., a Texas corporation located at 9708 Giles Road, Austin, Texas 78754 ("Original Agreement"); and

WHEREAS, the Original Agreement was amended by the "Amended and Restated Williamson County Landfill Operation Agreement," dated November 5, 1990 ("1<sup>st</sup> A&R Agreement"); and

WHEREAS, the Original Agreement and 1<sup>st</sup> A&R Agreement was amended and restated by the "Amended and Restated Williamson County Landfill Operation Agreement" dated October 28, 2003 (2<sup>nd</sup> A&R Agreement); and

WHEREAS, issues have been raised by the public regarding Williamson County's ownership and operation of the Williamson County Landfill; and

WHEREAS, Williamson County and Waste Management of Texas, Inc. wish to enter into this new Landfill Operation Agreement" ("Agreement") for operation of the Williamson County Landfill; and

WHEREAS, County has specific statutory authority under Section 363.116 and Section 363.117 of the Texas Health and Safety Code to enter into this Agreement; and

WHEREAS, the Williamson County Commissioners' Court has invoked the Discretionary Exemption pursuant to Texas Local Government Code §262.024, because the proper operation of the Williamson County Landfill is necessary to preserve and/or protect the public health and safety of the residents of Williamson County;

WHEREAS, County and Contractor are entering into this Agreement, which shall be construed as an operating agreement pursuant to Texas Health & Safety Code §364.013; and

WHEREAS, this Agreement is a stand alone agreement that supersedes and replaces any and all existing agreements between the parties that relate directly or indirectly to the Williamson County Landfill; and

WHEREAS, County and Contractor have agreed on additional mutually beneficial terms and conditions described herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual conditions and covenants contained herein, the parties, intending to be legally bound, do hereby agree as follows:

## **ARTICLE I DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings set forth below unless another meaning is expressly indicated elsewhere herein:

"Acceptable Waste" means Solid Waste that may be disposed of in a Type I landfill unit under 30 Tex. Admin. Code Chapter 330 and any other Applicable Law.

"Affiliate" means a Person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, a specified Person.

"Agreement" means this Landfill Operating Agreement and the bond, letters of credit or other financial guarantees required hereunder, together with any and all addenda, appendices, attachments, exhibits, amendments, change orders or modifications of the foregoing documents agreed to by the parties in writing unless otherwise designated for informational purposes only.

"Agreement Year" means the period commencing on the Effective Date and ending 12 months thereafter until the termination of this Agreement.

"Alternative Disposal Site" means the Disposal Site that the Contractor will use in the event the Landfill becomes unavailable.

"Alternate Daily Cover" means any TCEQ-approved cover for landfill cells other than clean soil.

"Applicable Law" means all federal, State or local statutes, rules, codes, orders, permits, regulations, and ordinances that apply to the Landfill or any of Contractor's operations or obligations under this Agreement. The terms defined in 30 Tex. Admin. Code Chapter 330 or any successor of this code provision thereto shall have the same meaning in this Agreement, except as specifically modified herein. In the event that 30 Tex. Admin Code Chapter 330 is repealed in its entirety, the terms of this Agreement shall be construed in accordance with 30 Tex. Admin Code Chapter 330 immediately prior to its repeal.

"Change in Law" means any of the following that occurs after the Effective Date of this Agreement:

(a) the enactment, adoption, promulgation, modification, repeal, or change in interpretation of any federal, state, county or other local law, ordinance, code, rule,

requirement, regulation or similar measure;

(b) the issuance of an order, decree or judgment by any federal or state court, administrative agency, or governmental officer or body, if such order, decree or judgment is not also the result of negligent or willful action or failure to act of the party relying thereon, provided that the contesting in good faith of any order, decree or judgment shall not constitute or be construed as a willful or negligent action of that party; or

(c) Notwithstanding the foregoing, a non-material amendment of Texas Administrative Code, Title 30, Chapter 330 shall not be considered a "Change in Law":

"Citizen" means a natural person who resides in County.

"Confidential Business Records" means all trade secrets, proprietary plans, financial data and the ideas and information contained therein, that Contractor makes available to County for purposes of this Agreement.

"Contractor" in this Agreement means Waste Management of Texas, Inc. and its subsidiaries, affiliates, successors and, to the extent permitted by this Agreement or otherwise required by Applicable Law, its assigns. Contractor is a "contract operator" of the Landfill and is not the "site operator" as those terms are defined by TCEQ regulations and policy.

"County" means Williamson County, a political subdivision of the State of Texas, its successors and, to the extent expressly permitted by this Agreement or otherwise required by law (whether now existing or hereafter enacted), its assigns.

"Current Footprint" shall mean the footprint of the Landfill on the Effective Date of this Agreement. A description of the Current Footprint by metes and bounds and by diagram is attached to this Agreement as Exhibit A.

"Day" means the 24-hour period beginning on a calendar day and ending the same time on the following calendar day.

"Default" means an act or omission or the occurrence of an event, condition or circumstances that impair or prevent the performance of an obligation under this Agreement.

"Dispose" or "Disposal" means all work, services or operations performed by Contractor under this Agreement after Acceptable Waste enters the Landfill or an Alternative Disposal Site.

"Dispute" means any controversy or difference between the Parties hereto arising out of or in connection with or concerning the meaning, application, performance, or breach of this Agreement.

"Diverted Material" means Acceptable Waste that is accepted at the Landfill but diverted from disposal under Applicable Law.

“Effective Date” means\_\_\_\_\_, 2009.

“Expanded Area” means an area contiguous to the Current Footprint, including the area designated for expansion under the pending TCEQ Permit Application No. 1405B. A description of the Expanded Area by metes and bounds and by diagram is attached to this Agreement as Exhibit B.

“Facility” means the definition found in 30 Texas Administrative Code Chapter 330.

“Fees” shall mean any federal, state, county or local governmental agency or utility approved and/or required charges.

“Gross Receipts” means all monies received, including non-monetary discounted rate differentials, by Contractor for any activities related to or conducted at the Landfill. Examples shall include, but not be limited to fees charged by Contractor for recycling or disposal, special handling, and the sale of any soils and/or rock originating from the Landfill. It is the intent of the parties that the term “Gross Receipts” includes the full amount to be charged prior to the deduction of any rate discount such as a discounted Tip Fee. “Pass Through Charges” are excluded from “Gross Receipts” for surcharge and special funds calculations.

"Hauler" means any Person (a) authorized to collect and transport Acceptable Waste within the jurisdictional limits of County under Applicable Laws or (b) lawfully collecting, transporting and delivering Acceptable Waste generated by such Person on their own property.

“Landfill” means certain real property owned by County, which is legally described in Exhibits A and B attached hereto, together with all appurtenances and Permanent Improvements and Fixtures and any expansions thereto.

“Owner” means Williamson County, Texas.

“Pandemic Disease” means the definition found in Texas Department of Health Regulations.

“Pass Through Charge” or “Pass Through Charges” means taxes, special funds fees required herein, and TCEQ fees. Pass Through Charges are added to the Tip Fee and charged to Landfill users.

“Permanent Improvements or Fixtures” means any article of personal property or improvement so attached to the Landfill that it is regarded as being part of the Landfill.

“Permit” means TCEQ-issued MSW Permit 1405, and any modifications of or amendments thereto.

"Person" means any natural person, partnership, joint venture, corporation or other entity or organization, public or private, and any unit of government or agency thereof.

“Recycling” or “Recyclable Material” means the definition found in 30 Texas Administrative Code Chapter 330. Recycling includes the composting process if the compost material is put to beneficial use.

“Regulatory Agency” means any federal, state, or local governmental agency which has regulatory authority over the permitting of or operations at the Landfill.

"Self-Hauled Waste" means Acceptable Waste hauled directly to the Landfill by the Person who generated such waste.

“Site” means the definition found in 30 Texas Administrative Code Chapter 330.

“Solid Waste” means the definition found in 30 Texas Administrative Code Chapter 330.

“Special Waste” means the definition found in 30 Texas Administrative Code Chapter 330.

“Site Operating Plan” means the definition found in 30 Texas Administrative Code Chapter 330.

“Small Capacity Vehicles” shall mean any automobile, car, pick-up truck or other vehicle which has a cargo and/or towing capacity of one ton or less and/or any bumper or hitch pulled trailer towed by any of the above which is sixteen (16) feet or less in length.

"Subcontractor" means any Person with whom Contractor contracts or otherwise engages for the purpose of having that Person provide labor, materials or services for the performance of any of Contractor's obligations under this Agreement.

“TCEQ” means Texas Commission on Environmental Quality or any successor agency which possesses regulatory and/or permitting authority over solid waste disposal.

“Tip Fee” or “Tipping Fee” means the posted gate rate charged to customers at the Landfill and does not include any discounted rate.

“Unacceptable Waste” means: (i) Hazardous waste, which is any solid waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§ 6901 et seq., as amended; (ii) Radioactive waste, which is Waste that requires specific licensing under 25 TAC Chapter 289 (relating to Radiation Control), and the rules adopted by the commission under the Texas Health and Safety Code; (iii) All wastes requiring special handling to comply with applicable federal, state or local law regarding (A) pathological, infectious (other than properly treated Medical Waste), or explosive materials; (B) oil sludge; (C) human waste; (iv) Any item of waste either smoldering or on fire or at its kindling point or in the process of initiating combustion; (v) Untreated sewage sludge, septic tank and cesspool pumping/s, or other sludge from air or water pollution control facilities or water supply

treatment facilities; (vi) Tires in quantities in excess of those normally collected from residential units; (vii) Any item posing a reasonable likelihood of damaging the Landfill, its Permanent Improvements or Fixtures, or the processing of which would be likely to impose a threat to health or safety in violation of any judicial decision, order, or action of any federal, state or local government or any agency thereof, or any other regulatory authority or Applicable Law; (viii) any other waste or material prohibited from acceptance at a Type I municipal solid waste landfill in Texas; and (ix) any other waste, substance or material that County and Contractor agree in writing to designate as "Unacceptable Waste".

"Uncontrollable Circumstance" means any act, event or condition that has had, or may reasonably be expected to have, a material adverse effect on the rights or obligations of either party to this Agreement, or a material adverse effect on the Landfill if such act, event or condition is (a) beyond the reasonable control of the party relying thereon as justification for not performing ("Non-Performing Party") an obligation or complying with any condition required of that party under this Agreement and (b) not the result of a willful or negligent act or omission of the Non-Performing Party. Such acts, events or conditions shall include, but are not limited to, the following: (i) An act or expected act of God (except normal weather conditions for the geographic area of County), epidemic, lightning, earthquake, nuclear radiation, fire or explosion, flood or similar occurrence, any restraint of government and people, civil disturbance or similar occurrence, that directly affects the operation of the Landfill (but not including any labor shortage caused by those events); (ii) failure of any appropriate federal, state or local agency or public or private utility having operational jurisdiction in the Landfill area to provide and maintain and assure the maintenance of any necessary utility. It is expressly understood and agreed that, notwithstanding any other provision of this definition, the following events or conditions, in and of themselves, shall not constitute an Uncontrollable Circumstance: (i) adverse changes in the financial ability of any party to this Agreement to perform its obligations under this Agreement; (ii) the consequences of errors or omissions in operation or maintenance on the part of Contractor or any of its employees, agents, Subcontractors or Affiliates; (iii) except as the result of an independent condition caused by an Uncontrollable Circumstance, the failure or delay of a Subcontractor or supplier to furnish labor, services, goods, materials or equipment; (iv) the lack of fitness for use, or the failure to comply with the specifications or the design of any materials, equipment or parts constituting any part of the Permanent Improvements or Fixtures; (v) the failure of any technology or process to perform; (vi) with respect to Contractor, any act or event the occurrence against which Contractor is obligated to carry insurance under this Agreement to the extent Contractor is so obligated; and (vii) the suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval relating to the operation of the Landfill, which is caused by any improper action or inaction or failure of compliance by Contractor with the terms or conditions of any permit, license, consent, authorization or approval relating to the operation of the Landfill.

**ARTICLE II**  
**RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES**

**Section 2.1 Representations and Warranties of Contractor**

Contractor hereby makes the following representations and warranties to, and for the benefit of, County:

(a) Contractor is duly organized and validly existing as a corporation in good standing under the laws of the state of Texas, and it is duly qualified to do business in the state of Texas.

(b) Contractor has full legal right, power, and authority to execute and deliver, and perform its obligations under this Agreement, and has duly authorized the execution and delivery of this Agreement by proper action of its governing body. This Agreement has been duly executed and delivered by Contractor, and constitutes a legal, valid, and binding obligation that is enforceable against Contractor according to its terms.

(c) Contractor has obtained or made, as the case may be, all approvals, authorizations, licenses, permits, orders, or consents of, or declarations, registrations or filings with, any governmental or administrative authority, commission, board, agency or instrumentality required for the valid execution and delivery of this Agreement by Contractor, or Contractor has given County adequate assurance that all such approvals and declarations will be obtained or made before the Effective Date. However, County's acceptance of such assurance shall in no way relieve Contractor from its responsibility to obtain all the approvals, permits and other actions required hereunder. Contractor shall maintain all such approvals, permits, and licenses as are needed, throughout the term of this Agreement.

(d) To the best of Contractor's knowledge, information, investigation or belief, no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality is pending or threatened against Contractor, wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or in connection with the obligations, undertakings and transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by Contractor in connection with the obligations, undertakings, transactions contemplated hereby.

(e) Contractor, its officers, employees, agents, and Subcontractors shall comply with all Applicable Laws in performing its obligations under this Agreement. County shall have the right to inspect and timely receive from Contractor copies of all correspondence or any other documents sent to or received from Contractor or its Subcontractors related to Contractor's compliance with any Applicable Law under this Agreement.

(f) Contractor agrees to accept, handle and Dispose of Acceptable Waste delivered to the Landfill.

(g) Contractor agrees to furnish, procure, operate, supervise, and maintain all labor, equipment, supplies, materials, and services necessary or appropriate to perform its obligations, fully and on a timely basis, under this Agreement.

(h) Contractor shall have the right to use all soils on the Landfill for purposes of operating the Landfill in compliance with the Permit.

(i) Contractor shall cooperate with County in obtaining any mutually agreeable changes to the Permit. All proposed Permit changes shall be approved in writing by County in advance of any application for modification or amendment being filed with any State or Federal Agency.

(j) Contractor acknowledges that it does not, at the time of executing this Agreement, possess any legal interest in any real property described by Exhibits A or B. Contractor shall execute a special warranty deed conveying fee simple interest to County of property previously deeded to County for the Landfill. This subsection shall survive the termination or expiration of this Agreement.

(k) Contractor shall not cause a lien of any type to be placed upon the Landfill.

(l) Neither the execution or delivery of this Agreement by Contractor, the performance by Contractor of its obligations hereunder, nor the fulfillment by Contractor of the terms and conditions hereof: (i) conflicts with, violates, or results in a breach of any Applicable Law; (ii) conflicts with, violates, or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument, to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default thereunder; or (iii) will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of Contractor except as expressly provided herein or except as expressly approved by County in writing.

## **Section 2.2 Representations and Warranties of County**

County hereby makes the following representations and warranties to, and for the benefit of, Contractor:

(a) County is a political subdivision of the State of Texas duly organized and validly existing under the Constitution and laws of the State of Texas, with full legal right, power, and authority to enter into and perform its obligations under this Agreement.

(b) County holds, or will hold following execution of this Agreement, fee simple title to the real property described in Exhibit A and Exhibit B attached hereto, and exclusively holds and retains all rights and interests in the Permit and in all water, mining and mineral rights.

(c) County has duly authorized the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by it, and constitutes a legal, valid, and binding obligation of County that is enforceable against County according to its terms.

(d) To the best of County's knowledge, information, investigation or belief, no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality is pending or threatened against County wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or in connection with the obligations, undertakings and transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by County in connection with the obligations, undertakings, transactions contemplated hereby.

(e) County shall transport to the Landfill all Acceptable Waste it collects or contracts to haul during the term of this Agreement.

(f) County will use reasonable efforts to cooperate with Contractor and to respond to Contractor's reasonable requests for information and assistance, consistent with the provisions of this Agreement. However, County's failure to respond to such requests shall not relieve Contractor of any liability, responsibility or consequence for negligence, carelessness, substandard or defective work, or for the use of substandard or defective materials or equipment, by Contractor its officers, employees, Subcontractors or agents.

(g) Except for the occurrence of an Uncontrollable Circumstance that requires the closure of the Landfill, Contractor shall have access to the Landfill on such days and at such hours as Contractor deems necessary and appropriate to carry out its obligations hereunder.

(h) County shall cooperate with Contractor in obtaining any mutually agreeable changes to the Permit.

(i) Except as provided herein, after termination or expiration of this Agreement, County shall not allow any activities or construction on the Landfill that are not in strict compliance with Applicable Law. County's obligation to preserve the integrity of the Landfill shall run to any successor in interest of County.

(j) Neither the execution and delivery by County of this Agreement, County's performance of its obligations hereunder nor its fulfillment of the terms or conditions hereof (i) conflicts with, violates or results in a breach of any Applicable Law, (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument, to which County is a party or by which County or any of its properties or assets are bound, or constitutes a default thereunder.

### **Section 2.3 Commencement of Service**

Contractor shall accept, handle, unload, transport and Dispose of all Acceptable Waste delivered to Contractor at the Landfill in accordance with this Agreement upon the Effective Date in order to preserve and protect the public's health and safety.

## **Section 2.4 Facilities Maintenance**

(a) Generally. Contractor shall furnish, procure, operate, supervise, and maintain all labor, equipment, supplies, materials, and services necessary or appropriate to perform its obligations under this Agreement.

(b) Replacement or Repair. Contractor, at its sole expense, shall keep all Facilities in good working order and repair. Contractor shall be liable for all costs reasonably incurred by County to repair or replace the Facilities operated and/or used by Contractor under this Agreement. Contractor may request reimbursement from County for the cost of repair and replacement if and only if (i) the repair or replacement is necessary to remedy damage caused by the negligence of County or its employees or agents; (ii) Contractor assigns to County any and all subrogation rights it has against any other Person who may be liable for the damage; (iii) the costs incurred to repair or replace the Facilities are the least costly means available under the circumstances for such repair or replacement; and (iv) Contractor fully documents the costs it incurred to County's reasonable satisfaction. Any such reimbursement shall be at County's sole option.

(c) Water Service. County may construct and maintain a water well on or adjacent to the Landfill, but no provision of this Agreement shall require County to do so. If, however, County constructs such a well, Contractor shall purchase from County water for irrigation and other non-potable uses on the Landfill at a competitive rate.

## **Section 2.5 Financial Guarantee of Performance**

(a) Not later than January 31 of each calendar year, Contractor shall furnish County (in care of the Williamson County Attorney's Office) with a corporate surety bond (the "Performance Bond") in an amount equal to one hundred percent (100%) of the annual Gross Receipts from the immediately preceding calendar year. The surety for the Performance Bond shall be approved in writing by County, at County's sole discretion, prior to issuance. The surety shall not be an entity which is owned, affiliated with, or controlled by Contractor. Contractor shall pay the costs associated with procuring the Performance Bond.

(b) Qualifications of Surety. The surety must be licensed to conduct business in the state of Texas. A surety that provides a letter of credit must be a financial institution whose long-term debt is rated in one of the three highest categories by a nationally recognized rating agency (e.g. Standard & Poor's rating of AAA, AA or A). A surety that provides a bond or other alternate form of performance guarantee in lieu of an irrevocable standby letter of credit must conform with all applicable Texas and federal statutory requirements for sureties.

(c) In lieu of a Performance Bond, Contractor may provide and maintain in force for the term of this Agreement an irrevocable standby letter or letters of credit. The letter of credit shall provide that County may draw upon it upon a County determination of a Default under this Agreement. Failure to replace the letter of credit with another letter of credit or acceptable performance guarantee (or provide evidence satisfactory to County of renewability of the existing letter of credit) at least 90 days prior to the expiration of an existing letter of credit shall, among other Defaults, constitute a Default for which County may draw upon that

existing letter of credit. Upon such a draw for non-replacement or upon receipt of amounts from a surety resulting from Contractor's failure to procure, maintain, and/or replace the letter of credit or other performance guarantee, County shall place the proceeds of that draw or payment in a separate fund. That fund shall constitute a performance guarantee fund, the amounts in which may be used by County to compensate itself for any damages (including liquidated damages) and other losses, costs or expenses resulting from any other Default under this Agreement.

(d) For purposes of this subsection, the term "performance guarantee" shall mean any bond, letter of credit or other financial guarantee referred to in this Section and provided to guarantee or provide the funds to guarantee the performance of Contractor's obligations under this Agreement.

(e) Duration of Performance Guarantees. A performance guarantee and any subsequent performance guarantee shall be issued for a term of not less than one year.

(f) Contractor shall provide a new performance guarantee or evidence satisfactory to County of the renewability of a current performance guarantee, at least 90 days before the expiration date of a performance guarantee then in effect. Any letter of credit shall provide that notwithstanding the termination or expiration of this Agreement, at any time within two years of the date a performance guarantee terminates or expires, County may make a claim against a performance guarantee for Contractor's failure to perform its obligations under this Agreement. However, Contractor shall be liable for its obligations under this Agreement notwithstanding the termination of the surety's obligations under a performance guarantee.

(g) Authority of Agent. All performance guarantees given under this Agreement that are signed by the surety's agent must be accompanied by a certified copy of such agent's authority to act for the surety at the time the bond is signed. County must approve in writing the designated surety and the form and substance of all performance guarantees. Contractor may satisfy its obligations under this Agreement by providing performance guarantees from one or more sureties meeting the qualifications set forth in this Agreement.

## **Section 2.6 Alternative Disposal Site**

If, due to Contractor's negligence, gross negligence, or willful misconduct, (1) the operations and services required under this Agreement cannot be provided at the Landfill, or (2) the Landfill becomes inadequate or unavailable to provide the services required under this Agreement, Contractor shall provide an Alternative Disposal Site for Williamson County and appropriate users of the Landfill; provided, however, that this provision is not intended to, and does not, extend the term of this Agreement. Except as otherwise expressly provided under this Agreement, Contractor shall provide an Alternative Disposal Site at no additional cost to County, Williamson County citizens, or existing contract users of the Landfill. Contractor is responsible for all transportation costs related to use of the Alternative Disposal Site.

## **Section 2.7 Permits and Licenses**

(a) Contractor shall obtain, maintain, and pay for, at Contractor's sole expense, all permits, modifications, or amendments to the Permit, licenses, certificates, and approvals required under or by any Applicable Law for the management and operation of the Landfill and all other permits necessary to fulfill all its obligations under this Agreement. Contractor shall provide to County a list of all permits necessary under Applicable Law for the performance of its obligations under this Agreement designating the issuing agency and the dates of issuance and expiration of such permits, a copy of all current permits, and Contractor's schedule for obtaining or renewing all permits required during the term of this Agreement. Contractor shall construct all facilities, and acquire and maintain all equipment necessary to operate the Landfill in compliance with the terms of the Permit, permits or any changes thereto. To the extent permitted by Applicable Law, County shall provide Contractor with any information or documents in its control that Contractor reasonably requests in order to obtain or maintain all permits required for operation of the Landfill. Contractor shall list County as the sole Owner and Operator of the Landfill on any permit application, form, or other required document. County and Contractor agree that County is the holder of any such permits and that Contractor may be listed as the contract operator on any such permits only if required by the agency from which the permit is obtained or by Applicable Law. County may require Contractor to obtain mutually agreeable modifications or amendments to the Permit.

(b) Contractor shall be liable for all fines or civil penalties that may be imposed for any violations of permits, regulations or any other Applicable Laws related to the Landfill, including the disposal of any Unacceptable Waste. County shall not be liable for, and shall not reimburse Contractor for payment of any such fines or civil penalties, except that County shall reimburse Contractor for all fines and penalties imposed and paid as a result of the delivery by County of Unacceptable Waste, so long as Contractor was not negligent in the acceptance of Unacceptable Waste by County. Contractor at its own cost and expense may, with prior written approval of County, which will not be unreasonably withheld, contest in good faith any fine in an administrative proceeding or in court prior to its payment. Contractor shall provide notice to County of any notice of violation within forty-eight (48) hours of receipt of such notice of violation by Contractor.

(c) Contractor may, with prior written approval of County, take such actions as may be necessary and appropriate to pursue approval of TCEQ Permit Application 1405B. Contractor explicitly acknowledges that, despite such actions and its rights and responsibilities under this Agreement, it shall have no right, title or interest in the Permit, and hereby waives and disclaims any such right, title or interest, whether legal or equitable.

(d) Nothing in this Agreement shall create in favor of Contractor any equitable or legal interest in the Permit, or amendments or modifications thereto.

(e) In the event any judgment or ruling is issued by a court of competent jurisdiction or Regulatory Agency that Contractor has a legal or equitable interest in the Permit, Contractor shall, within ten (10) days of any such final and unappealable judgment or ruling, execute any and all necessary documents to transfer its legal and/or equitable interest in the Permit to County. Failure to execute such documents shall constitute a non-curable Default under this

Agreement. Section 2.7 shall survive the termination or expiration of this Agreement.

### **Section 2.8 Taxes, Fees and Contributions**

Contractor shall be responsible for timely payment of all federal, state and local taxes and Fees, and surcharges of every form, that apply to Contractor or any of its affiliates, including its property, income, equipment, materials, supplies, structures or activities that are involved in the performance of this Agreement, including but not limited to, any income taxes, excise, sales and use taxes, and utility Fees and charges that arise in connection with this Agreement; provided, however, Contractor shall not be responsible or liable for payment of any tax or fee for which County is ordinarily responsible without regard to the services provided by Contractor under this Agreement.

### **Section 2.9 Closure and Post-Closure Liability Funds**

(a) Except as otherwise provided in this Agreement, Contractor shall be responsible for all closure and post-closure activities and costs relating to the Landfill and any expansions areas that are used by Contractor for Disposal during the Term. Contractor shall establish and maintain at its sole expense any closure and post-closure trust fund now or hereafter required under any Applicable Law.

(b) Contractor shall use the money in any closure and post-closure trust fund required by any Applicable Law, including interest earnings thereon, to perform proper closure and post-closure care of the Landfill and any expansion areas that are used by Contractor for Disposal during the term. Contractor shall be solely responsible for any closure or post-closure expenses or costs which exceed the balance of the trust fund.

(c) Within ten (10) days of the Effective Date, Contractor shall furnish County (in care of the Williamson County Attorney's Office) with a corporate surety bond in the amount of five (5) million dollars for general environmental liability related to the Landfill. The bond shall remain in effect for the active life of the Landfill and may be subject to cost-of-living escalations every five (5) years. This bond may be used by County for any general environmental liability costs not paid by Contractor.

(d) In addition to any closure and post-closure trust fund required by any Applicable Law, Contractor shall fund a special fund called the Future Environmental Liability Fund ("FELF") to be established by County to pay for any environmental liability related to the Landfill beyond those costs covered by closure and post-closure trust funds. Contractor shall pay into the FELF Four percent (4%) of the annual Gross Receipts. Contractor shall make payments into the FELF on January 31 of each year. The total amount collected shall be capped at Ten Million Dollars (\$10,000,000.00) such amount to be adjusted at each ten-year anniversary of this Agreement to reflect an increase value based upon the United States Commerce Department **Consumer Price Index**. County shall have sole control of disbursements from the FELF and accumulated interest. If no disbursements or further disbursements are anticipated from the FELF at the expiration of ten (10) years following final closure of the Landfill, County may transfer the principal and accumulated interest from the FELF to the Williamson County General County

Revenue Fund. It is the intent of the parties that the FELF cover future environmental liability, such as possible State or federal Superfund determinations, that would not otherwise be covered by the closure and post-closure trust funds. County and Contractor may change the amount of the FELF Pass Through Charge or suspend the FELF Pass Through Charge by written agreement.

### **Section 2.10 Compliance With Law; Documentation; Confidential Business Records**

(a) Contractor, its officers, employees, agents, and Subcontractors shall comply with all Applicable Laws and the requirements of this Agreement in performing its obligations under this Agreement. County shall have access to and receive from the Contractor copies of all correspondence or any other documents sent to or received from Contractor, its officers, employees, agents and Subcontractors related to Contractor's compliance with any Applicable Law or the requirements of this Agreement within three (3) business days. Contractor shall have no obligation to send County any documents which have been sent directly to the County or in which the County has been copied by the sender. County, as owner of the Landfill, shall comply with all Applicable Laws and requirements of this Agreement in performing its obligations under this Agreement. Contractor shall receive from the County copies of all correspondence or any other documents sent or received by County relating to Contractor's operation of the Landfill that was sent to County, or received by County, from any regulatory entity. County shall have no obligation to send Contractor documents which have been sent directly to Contractor or in which Contractor has been copied by the sender.

#### **(b) Confidential Business Records.**

(1) Contractor may designate documents as Confidential Business Records. Documents reasonably so designated shall remain the exclusive property of Contractor.

(2) If documents are so designated but have been requested by County for review, the documents shall be inspected by an independent accountant or other third party designated by County and approved by Contractor. Such approval shall not be unreasonably withheld. The third party shall determine whether the documents are relevant to Contractor's compliance with Applicable Law. If so, then County may inspect the documents, but shall maintain the confidentiality of the documents. For documents that contain both relevant and irrelevant information, the third party may redact any irrelevant information.

(3) County will not disclose information designated by Contractor as Confidential Business Records unless County, on advice of legal counsel, reasonably determines that the information concerned or any portion thereof is subject to disclosure under Applicable Law. Contractor recognizes and agrees that even if County determines that certain information is properly withheld from public disclosure, a court or the Texas Attorney General may order the disclosure of such information whereupon County shall have no liability to Contractor for any loss or damages resulting from such disclosure. Notwithstanding the foregoing, County may disclose all information, including Confidential Business Records, to employees, consultants, attorneys or other agents of County who are examining documents for purposes set out in this Agreement. If required by law or a court order to disclose documents designated as

Confidential Business Records, County shall, to the extent possible, notify Contractor before such disclosure occurs.

(c) The requirements of this section shall survive the termination or expiration of this Agreement. All unresolved disputes arising under this Section shall be resolved in accordance with the dispute resolution terms of this Agreement.

### **Section 2.11 Records and Reports by Contractor**

#### **(a) Reports**

(1) Contractor shall provide County with a monthly report, in a form acceptable to County, showing the total tonnage received at the Landfill for disposal, recycling, and diversion, the total revenue received by Contractor from user fees or other revenue sources at the Landfill, the Tip Fee charged to all users of the Landfill, all special handling charges assessed to Landfill users, all Pass Through Charges, and such other information regarding the operations of the Landfill as County may require from time to time. When Contractor provides this monthly report, Contractor may at the same time request a modification or waiver of the Tonnage Limit from County by submitting a written request along with supporting documentation demonstrating the need for such modification or waiver. The County shall respond to this request within fourteen (14) days.

(2) Each Agreement Year, Contractor shall provide County with audited financial reports prepared by an independent certified public accountant, or certified public accountant selected by County, which provide a monthly breakdown of the information required in Section 2.11 of this Agreement. Contractor shall conform to any changes in policies related to accounting, finances, recordkeeping, and record retention recommended or required by either the above selected certified public accountant and/or by the Williamson County Auditor.

(3) At any time and upon the request of County, but not more often than annually, Contractor shall provide County with an independent operational audit of the Landfill. The auditor shall be selected by County and fees charged by said auditor shall be paid by Contractor. The independent operational audit shall include a comparison of tipping fees and other user charges with all other Type I landfills within a 100 mile radius of the Landfill.

(4) Contractor shall forward to County copies of all non-attorney/client privileged correspondence or documents received by Contractor that relate to regulatory compliance at the Landfill within three (3) business days of receipt of the same. Contractor shall also copy County on all correspondence or documents sent by Contractor to or received by Contractor from any governmental department or Regulatory Agency related to the Landfill. Contractor may retain documents that are attorney-client privileged. Contractor shall have no obligation to send County any documents which have been sent directly to the County or in which the County has been copied by the sender.

(b) Recordkeeping

(1) Contractor shall record all weights and charges made to users of the Landfill on sequentially numbered tickets. Any ticket which contains an error or that is not used prior to the use of the subsequently numbered ticket shall be clearly marked "Void" and be retained by Contractor in accordance with this subsection. Contractor shall retain all records, data, and/or tickets that represent or document each and every transaction at the Landfill for a period of seven years from the date the transaction occurred. County and/or its designees shall have unrestricted access to such material, which shall be produced for inspection at reasonable hours upon request by County.

(2) Contractor shall maintain records of all operations at the Landfill for a period of time to comply with all regulatory agencies record retention requirements. Contractor shall maintain records of all operations at the Landfill following the expiration or termination of this Agreement in compliance with then existing TCEQ rules, the TCEQ permit applicable to the Landfill, and/or Contractor's internal records management policies. County shall have access at reasonable hours to all of Contractor's on-site records, and all the papers and documents relating to Contractor's Landfill operations within Williamson County. County, at its sole discretion and expense, may employ internal or outside consultants to audit or verify the financial records and reports of the Contractor, and to ensure compliance with the Permit and Applicable Laws. Contractor shall cooperate with County, its officers, employees, agents, or consultants, by making its employees and records available for the purpose of this section.

(i) Contractor shall keep accurate records of all transactions related to or connected with this Agreement including, but not limited to, all correspondence and invoices, copies of weigh tickets or receipts issued at the Landfill. Contractor shall at all times maintain an accounting system that uses generally accepted accounting principles consistently applied for all services rendered and materials supplied, including additional and deleted work, in connection with this Agreement. Except as otherwise provided in this Agreement, each of the records kept under this section shall remain the exclusive property of County; however, should this Agreement be terminated, Contractor has the right to retain one (1) copy of all Landfill records for insurance and archival purposes.

(ii) Contractor shall provide to County a quarterly report based upon calendar year summarizing routine and extraordinary activities during the prior period and plans and schedules for all new or revised future activities. The quarterly report shall be submitted to County no later than 15 days following the end of each quarter. The quarterly report shall include, but not be limited to: (1) The condition of the Landfill; (2) Changes in the status and readiness of the Alternative Disposal Site and emergency facilities; (3) Any complaints submitted to Contractor and Contractor's response, if any; (4) Any extraordinary occurrences affecting Contractor's performance, including but not limited to occurrences affecting the Landfill; and (5) Documentation regarding Unacceptable Waste, if any, gathered, produced and/or retained.

(iii) County or its agents will review records of performance over each Agreement Year. The purpose of this annual review will be to verify that Contractor is maintaining proper, responsive, efficient, and safe operations in accordance with County

solid waste management objectives and the requirements of this Agreement. County's failure to object to the Contractor's failure to maintain proper, responsive, efficient and safe operations shall not diminish or eliminate Contractor's obligations to provide the same.

(iv) Within 45 days following County's annual performance review and inspection, County shall issue to Contractor a summary of all findings and recommendations, if any, for changes to Landfill management, operation, and maintenance. Contractor shall be fully responsible for implementing directions and recommendations resulting from the annual performance review and inspection, so long as those directions and recommendations are consistent with the Permit requirements and Applicable Law. Failure to carry out the County directions within thirty (30) days of issuance shall be a Default under the terms of this Agreement.

(c) County may, at its sole option, hire an Oversight Inspector to represent County in monitoring daily Landfill operations. Contractor shall pay, as invoiced by County, all initial and annual costs associated with County's Oversight Inspector. Contractor shall furnish an office at the Landfill for County's Oversight Inspector.

### **Section 2.12 Accidents; Complaints**

(a) Contractor shall report to County, within twenty-four (24) hours of discovery, all injuries and accidents associated with its operations, and shall include in its report the known facts and circumstances surrounding such accidents. For purposes of this Section, "accident" shall include the death of any person, any personal injury resulting in hospitalization or outpatient treatment by a physician, or damage to any property exceeding \$2,500. Contractor and County agree that this \$2,500 amount may be adjusted annually and this Agreement shall reflect such adjustment.

(b) Contractor shall respond to all complaints, charges and allegations related to its performance under this Agreement within seventy two (72) hours after it receives such complaint, charge or allegation, including, but not limited to, complaints made or actions brought by individual citizens, citizen groups and public agencies. Contractor shall report to County in the quarterly report the details of all complaints received, including, but not be limited to, the name and address of the complainant (if available), the substance of the complaint including the activity or service at issue, the action, if any, Contractor has taken to investigate or remedy the problem or an explanation of why no action has been taken. Newsletters, articles, blogs, and similar public forms of communication made by citizens, citizen groups, and public agencies do not constitute a complaint, charge, or allegation for purposes of this paragraph.

### **Section 2.13 Maintenance of Records by County**

County will maintain all books, records, and accounts necessary to record all matters affecting the operations under this Agreement. Such books, records, and accounts shall accurately, fairly, and in reasonable detail reflect County's dealings and transactions under this Agreement.

## **Section 2.14 Scheduling; Management; Quality of Performance**

Contractor shall coordinate, schedule in an orderly manner, and manage all work done by Contractor's managers, supervisors, employees, Subcontractors and agents. Each of them shall perform every act or service under this Agreement in a timely and professional manner in accordance with industry standards as reflected in the publications of the Solid Waste Association of North America. All personnel shall be certified, licensed, or otherwise qualified as required by Applicable Law. Contractor shall at all times enforce strict discipline and good order among its employees, agents and Subcontractors. Contractor shall periodically conduct appropriate safety and training programs for all personnel.

## **Section 2.15 Emergency Operations Plan**

(a) Contractor shall provide to County a comprehensive Emergency Operations Plan designed to mitigate and correct hazardous conditions that may arise due to accidents or disruption of Solid Waste and Recyclable Material management services under this Agreement, including but not limited to: damage to property, the interruption of traffic along transportation routes, release of hazardous or dangerous materials, and release of any Acceptable Waste. The Plan shall be updated and submitted for County approval on an annual basis, and shall include:

(1) Procedures and a schedule for notifying County and the appropriate federal, State or local authorities of emergency conditions;

(2) The name, address and phone number of Contractor's emergency response coordinator and other means by which such individual may be reached any time of day or night;

(3) A description of the actions that Contractor's operating personnel shall take in response to the emergency conditions; and

(4) Evidence acceptable to County of the existence of arrangements for the services that will be rendered by each local emergency response agency in the event of an emergency.

(b) If no changes have occurred since the last Emergency Operations Plan was approved by County, a report stating that fact and signed by Contractor is sufficient to satisfy the annual Emergency Operations Plan update required under this Section. The Emergency Operations Plan does not diminish or eliminate Contractor's responsibility to comply with all Applicable Laws for all solid waste and recyclable material management in the event of an emergency.

(c) Contractor shall test the Emergency Operations Plan on an annual basis and immediately correct any problems identified.

(d) In the event that the County Judge has declared a disaster in Williamson County, County shall have the right to extend the hours of Landfill operation, or instruct the Contractor to take other actions to benefit County during the disaster period so long as all such actions comply with Applicable Law.

### **Section 2.16 Master Site Development Fund**

Within one (1) year of the Effective Date Contractor shall develop a Master Site Development Plan for the Landfill. Within twelve (12) months of the date OF County's approval of the Master Site Development Plan, Contractor shall implement the Master Site Development Plan for the Landfill. County's approval of the Master Site Development Plan shall not be unreasonably withheld. Contractor shall update the Master Site Development Plan every five (5) years.

(a) Contractor shall pay into a special fund called the Master Site Development Fund ("MSDF") one percent (1%) of the annual Gross Receipts. Contractor shall make payments into the MSDF on January 31 of each calendar year.

(b) Contractor shall have access to MSDF funds on an annual basis to fund site development activities mutually agreed to by County and Contractor. More frequent distributions from the MSDF may be provided by County at County's sole option.

(c) As part of the master site development, Contractor shall, within twelve (12) months of the Effective Date, set aside a 1,000 foot buffer zone that includes the regulatory buffer zone along FM 1660, and where possible on Chandler Road. The 1,000-foot buffer zone is not intended to reduce the waste capacity of Landfill.

(d) The MSDF may be used to fund, at a minimum, the following items:

- (1) Landscaping, landfill screening, and other uses of the 1,000 foot buffer zone, including the regulatory buffer zone.
- (2) Commercial development on the Landfill Site.
- (3) Educational facilities on the Landfill Site.
- (4) Community facilities on the Landfill Site.
- (5) Recreational facilities on the Landfill Site.

## **ARTICLE III** **COMPENSATION**

### **Section 3.1 Fees Payable**

(a) Contractor shall charge all users of the Landfill a Tip Fee for each ton or portion thereof of Acceptable Waste or Recyclable Material that is delivered to Contractor as weighed by the certified scales at the Landfill. The amount of the Tip Fee shall not exceed Forty Dollars (\$40.00) per ton, Pass Through Charges, and any required local, state, and federal taxes, Fees, and CPI based fuel surcharge, which shall be individually identified and itemized, will be in addition to the Tip Fee. Except as provided in Section 3.2, Contractor may not increase the above-stated Tip Fee without prior written consent of the Williamson County Commissioners' Court, which shall not be unreasonably withheld. Contractor may not charge itself or another entity partially or wholly owned by Contractor, or under common ownership of Contractor, a discounted Tip Fee less than the lowest discounted Tip Fee that Contractor has charged to any commercial Solid Waste hauler that delivers similar volumes of Solid Waste to the Landfill in an

Agreement Year. Contractor shall convert its contracts with commercial haulers to tonnage within one (1) year from the Effective Date.

(b) County shall not pay a Tip Fee on the first 750 tons of Acceptable Waste, inclusive of dead animals, it delivers to the Landfill per Agreement Year. Any amount of waste in excess of that number shall be charged at a base charge which is One Dollar (\$1.00) less per ton than the lowest rate which Contractor has charged its commercial haulers using the Landfill during that Agreement Year. Contractor shall exclude the first 750 tons of the County's free Acceptable Waste from the surcharge calculation.

(c) The Tip Fee shall be conspicuously posted at the entrance of the Landfill. Contractor shall notify the Williamson County Commissioners' Court in writing thirty (30) days before making any adjustments to the Tip Fee. The Tip Fee shall not exceed the maximum rate as set forth in Section 3.1(a).

(d) Contractor may charge no tarp fees, pull-off fees, solidification fees, special handling fees, or seek adjustments to such fees, for Special Waste, or other waste which requires special handling as determined by Contractor subject to County's prior written consent which shall not be unreasonably withheld. Contractor shall notify County of any proposed special handling fees, or adjustment thereof, not less than sixty (60) days prior to the proposed effective date for such fee or adjustment and not more often than annually.

(e) Contractor shall include in its monthly report under Section 2.11(a)(1) all monies received, including non-monetary discounted rate differentials, by Contractor for any activities related to the Landfill including, but not limited to, tonnage delivered for recycling or disposal, tipping fees, special handling fees, environmental fees, sales of recyclables, and the sale of soil and/or rocks originating from the Landfill.

### **Section 3.2 Base Charge Increases**

After one year following the Effective Date, Contractor may increase the Tip Fee up to the maximum rate identified in Section 3.1(a) so that Contractor may adjust to market conditions. However, Contractor must notify County in writing in advance of any increase to the Tip Fee. Contractor agrees that if it intends to increase the Tip Fee above forty dollars (\$40.00), as designated in Section 3.1(a) above, and any additional increases thereafter, Contractor must provide information to the County supporting such increase and obtain prior written approval from the Williamson County Commissioners' Court before implementing each additional increase above \$40.00, which approval shall not be unreasonably withheld. Contractor may increase the Tip Fee due to an Uncontrollable Circumstance by providing prior written notice to County.

### **Section 3.3 Surcharge Payable**

(a) Beginning on the Effective Date of this Agreement, Contractor shall pay County a monthly surcharge equal to ten percent (10%) of the Gross Receipts for all Solid Waste accepted at the Landfill for disposal for the month immediately preceding the payment. One (1)

year after TCEQ's final action on Permit Application No. 1405B, this surcharge shall be increased to fifteen percent (15%) of the Gross Receipts. However, the surcharge payable hereunder shall be not be less than Two Hundred Fifty Thousand (\$250,000.00) per Agreement Year.

(b) Contractor shall pay County a monthly surcharge equal to six and one-half percent (6.5%) of the Gross Receipts for Recyclables, Diverted Material for all Recyclable Material, or Diverted Material accepted at the Landfill for processing, storage, or sale for the month immediately preceding the payment. It is the intent of the parties that residential source separated recyclable materials not be subject to this surcharge if that recyclable material is delivered to the Landfill in conjunction with waste from the same residences.

(c) Unless a lower surcharge is approved by County, the portion of the Gross Receipts based on Tipping Fees shall be calculated by multiplying the published gate rate by the number of tons brought into the Landfill for disposal or recycling by the surcharge rates set in Sections 3.3(a) and (b). Small Capacity Vehicles shall be excluded from this calculation; however, fees collected for Small Capacity Vehicles shall be included in the calculation of Gross Receipts and fees received for Recyclables and Diverted Material. It is the intent of this provision to exclude any discount which Contractor may provide its customers from the surcharge calculation. The surcharges shall be based on all Solid Waste and Recyclable and Diverted Material brought to the Landfill regardless of whether or not Contractor has actually received payment.

(d) The surcharge payments are due and payable on or before the 30th day of the month following any month in which Solid Waste is accepted for disposal at the Landfill or at the Alternate Disposal Site and recyclable materials accepted for processing at the Landfill.

(e) A surcharge payment is late if not paid in full and received by County by the due date. If a payment or portion thereof remains unpaid for more than 30 days, a late fee of one percent per month of the balance due calculated on a daily basis shall be added to the payment by Contractor for each month that such amount is unpaid.

(f) Any failure to pay a surcharge payment within three (3) months of the due date shall constitute a Default under this Agreement.

### **Section 3.4 Surcharge Adjustments**

The surcharge may be adjusted from time to time by mutual agreement as documented by separate written instrument executed by County and Contractor.

### **Section 3.5 Additional Fees**

(a) Contractor shall pay annually one percent (1%) of the annual Gross Receipts to County for a special fund called the Community Recreational Facility Fund ("CRFF"), for use within Williamson County. Contractor shall make payments to County on January 31 of each calendar year for the prior calendar year.

(b) Contractor shall pay County on January 31 of each calendar year five percent (5%) of

Contractor's gross receipts for compost and mulch sales for the previous calendar year.

(c) Contractor shall pay County on January 31 of each calendar year five percent (5%) of Contractor's gross receipts for recyclable material sales for the previous calendar year.

## **ARTICLE IV OPERATING REQUIREMENTS**

### **Section 4.1 Hours of Operation**

Contractor shall accept waste at the Landfill from 5:00 a.m. to 7:00 p.m., Monday through Friday. Contractor shall accept waste at the Landfill from 6:00 am to 4:00pm on Saturday. Contractor may close the Landfill in observance of the following holidays: New Year's Day; July 4; Thanksgiving Day; and Christmas Day. The hours of operation at the Landfill may be changed only upon written request by Contractor and approval by the Williamson County Commissioners' Court, which shall not be unreasonably withheld. In emergency situations, County may order Contractor to open or keep open the Landfill during such other hours as County shall determine so long as those hours comply with the TCEQ Permit for the Landfill.

### **Section 4.2 Ingress and Egress; Tipping Areas**

(a) Contractor shall provide on-site queuing and traffic management for all incoming and outgoing vehicles so as to assure there is no unreasonable obstruction of public road traffic due to Landfill operations.

(b) Contractor shall provide off-loading areas for private self-haul vehicles separate from areas used by County and commercial vehicles.

### **Section 4.3 Weights and Measures**

(a) Contractor shall weigh all Solid Waste received at the Landfill, except that Contractor may designate a set tonnage amount and charge a flat rate disposal for Small Capacity Vehicles. Contractor may adjust this flat rate and set tonnage amount for Small Capacity Vehicles on an annual basis and upon written notice to County. Contractor shall maintain scales of sufficient size and quality to accurately weigh Solid Waste entering the Landfill and empty vehicles exiting the Landfill. Contractor may establish a specific tare weight for commercial haulers which use common vehicles, so that Contractor only needs to weigh such vehicles upon entry to the Landfill. Contractor shall update these tare weights annually. Contractor shall have the scales checked and certified by a certified and qualified person not less than every six months during the term of this Agreement by a company acceptable to County. Contractor shall provide County with advance written notice of the date and time that the scales will be tested and allow a representative from County to be present, if the County so chooses. Contractor shall require the testing company to mail a copy of the test results directly to County. County reserves the right to review and approve the type, size, and quality of scale equipment used by Contractor.

(b) Contractor shall maintain during the term of this Agreement a second set of scales at the entrance to the Landfill. Contractor, at its own cost and expense, shall construct additional sets of scales in the future depending upon the occurrence of any continuous increase in volume where the existing in/out scales become inadequate as mutually determined by County and Contractor.

#### **Section 4.4 Waste Volume and Origination Limits**

(a) County and Contractor hereby agree and acknowledge that the Landfill exists for the use and benefit of the residents of Williamson County. However, the parties acknowledge that as of this Agreement's Effective Date, the majority of waste generated in Williamson County is not being disposed at the Landfill. All waste received shall be charged based on weight, except as otherwise provided in this Agreement. Subject to the quantity limits set forth below and recognizing the difficulty in determining the origin and movement of waste, Contractor shall accept for Disposal only Solid Waste generated within Williamson County, Bastrop County, Bell County, Burnet County, Lee County, Milam County, and Travis County; provided, however, that all such waste shall have characteristics acceptable for handling and Disposal in a Type I landfill Unit. Contractor may only accept Solid Waste originating outside of Williamson County and the other above listed counties with the prior written consent of the Williamson County Commissioners' Court. Contractor cannot sign an agreement with any municipal entity, the majority of whose population is outside of Williamson County unless the Contractor obtains the County's prior written consent. To the extent allowed by law, Contractor agrees to implement measures for the Landfill that are reasonably calculated to prevent the acceptance and Disposal of Solid Waste that originated outside of Williamson County and the other above listed counties. Accordingly, Contractor agrees that within 60 days after the annual report is made to the TCEQ, written and oral reports shall be delivered in a regular or special session of the Williamson County Commissioners' Court. These reports shall include the total amount of tonnage accepted at the Landfill for disposal and recycling during the prior year and the practice and procedures employed by Contractor in complying with this section of the Agreement.

(b) The amount of Acceptable Waste accepted for Disposal shall not exceed the per-person/per-year waste generation rate, as determined herein, times the most recent U.S. Census Bureau's estimate of population for Williamson County ("Tonnage Limit"). The per-person/per-year waste generation rate shall be the Texas Commission on Environmental Quality, or successor agency, average per-capita landfill disposal rate (excluding construction and demolition debris and treatment plant sludge) as reflected in the TCEQ annual landfill capacity report. In the event that the U.S. Census Bureau's population estimates or TCEQ information ceases to be published or becomes an unreliable indicator, the parties agree to substitute another equally authoritative measure or index as may then be available so as to carry out the intent of this provision. Contractor shall calculate the Tonnage Limit annually and submit it to County for approval. Treatment plant sludge and construction and demolition debris shall not be part of the tonnage limit calculation if it is recycled rather than disposed at the Landfill. If the total amount of Solid Waste accepted at the Landfill during the prior year exceeds the Tonnage Limit, then Contractor is in Default under this Agreement, subject to the specific terms herein. Solid Waste accepted as a direct result of an

emergency declared by County will not be included in the annual amount of waste for purposes of determining a Tonnage Limit Default.

#### **Section 4.5 Household Hazardous Waste**

(a) Contractor shall conduct, at its own cost and expense, two (2) special household hazardous waste (“HHW”) events per year in the County at specific times and places scheduled by prior agreement of County and Contractor. Each event shall be one or more days, by prior agreement of County and Contractor. Multi-day events shall be scheduled if prior events indicated the need for additional days to meet public needs. Each event shall include a Saturday and Contractor shall be responsible for notifying Williamson County residents of each such event. Such notification shall include publication in all local and county newspapers at least twice prior to each such event. Contractor shall work with County’s Public Information Officer to coordinate delivery and content of the notice. County shall seek grants to assist in funding such events.

(b) Contractor shall maintain a small HHW collection center at the Landfill for use by Williamson County residents. Contractor shall accept only such HHW items for storage and transport as are allowed under the Landfill permit. Contractor may implement a reasonable fee schedule for the HHW collection center at the Landfill with prior approval by County. County shall seek grants to assist in funding this HHW collection center.

#### **Section 4.6 Recycling and Composting**

(a) The County and Contractor desire to work together to pursue sustainable Recycling opportunities and projects at the Facility. This commitment to pursue sustainable Recycling opportunities and projects includes, but is not limited to, diverting more material received at the Landfill for recycling or reuse, educating citizens and communities within Williamson County on recycling opportunities, promoting and sponsoring household hazardous waste events. Contractor further agrees that County may establish recycling programs and other solid waste reduction programs including, but not limited to, composting programs. Nothing contained in this Agreement shall be construed to prevent County from establishing such recycling programs or diverting all or a portion of the waste stream in compliance with the Permit to purchasers of recycled materials or businesses that offer other recycling alternatives not offered by Contractor.

(b) Within ninety (90) days after the Effective Date, Contractor, at its own cost and expense, shall assume management of the existing recycling facility at the Landfill. Upon Contractor’s assumption of managing the existing recycling facility, the hours of operation of the recycling center shall coincide with the hours of the Landfill set forth in this Agreement.

(c) Within one (1) year of the Effective Date, Contractor and County shall develop a Master Recycling Plan for the Landfill. The parties acknowledge that, due to the uncertainty of the recycling market, the Master Recycling Plan may include reasonable costs for certain recycling activities, including storage or disposal, due to market conditions. The Master Recycling Plan

shall address, at a minimum, the following recycling activities at the landfill:

- (1) Citizens collection center for recyclable materials.
- (2) Compost and mulch recycling.
- (3) Aluminum and steel can recycling.
- (4) Plastic container recycling.
- (5) Clear and colored glass recycling.
- (6) Newsprint recycling.
- (7) Cardboard recycling.
- (8) Tire recycling.
- (9) HHW collection.

(d) Within twelve (12) months of the date of County's approval of the Master Recycling Plan, Contractor shall implement the Master Recycling Plan for the Landfill. County's approval of the Master Recycling Plan shall not be unreasonably withheld.

(e) The Master Recycling Plan shall be reviewed by County and Contractor every twenty-four (24) months for changes to accommodate new technology and market changes.

(f) All recycling facilities constructed at the Landfill shall be at Contractor's sole cost, unless otherwise agreed to in writing by County.

(g) County and Contractor shall cooperate in seeking any recycling grant monies which may become available. If any language in this Section of the Agreement is interpreted or applied in a manner that jeopardizes the County's or negatively impacts the County's ability to seek or obtain grant monies for recycling or composting programs, the parties agree to meet to discuss how to proceed, and such discussions could culminate in amending this Section.

#### **Section 4.7 Alternate Daily Cover**

Contractor shall be allowed to use Alternate Daily Cover ("ADC") if allowed by the Permit or an amendment thereof and in accordance with TCEQ rules with the following conditions:

(a) County must approve the use of each specific type of ADC in writing, both initially and each year thereafter; and

(b) No ADC may be used when the Landfill is closed for disposal operations for periods longer than twenty-four (24) hours.

(c) Any violation of these requirements by Contractor shall constitute a Default under this Agreement.

#### **Section 4.8 Methane Recovery**

All methane produced from the Landfill shall remain County property. Contractor contemplates permitting and constructing methane recovery. If within three (3) years

Contractor has not committed to constructing a methane recovery operation, County may give ninety (90) days written notice to Contractor of County's intent to contract with a third party. Contractor shall have thirty (30) days to exercise its right of refusal. In the event, County contracts with a third party for methane recovery, Contractor shall not be required to incur any expenditure in connection with the delivery of Landfill gas to any third party or to County. Additionally, Contractor and third party will execute a separate written agreement that sets for the compliance and other operational responsibilities associated therewith. County and Contractor may enter into an agreement to compensate Contractor for methane recovery operations at the Landfill. Any methane recovery operations at the Landfill shall not interfere with operation of the Landfill. All carbon offsets, tax credits, or other types of commercial or governmental credit for methane recovery shall remain County property subject to future agreements.

#### **Section 4.9 Maintenance and Repair of Facilities and Equipment**

(a) Contractor shall maintain, at its sole cost and expense, all personal property and permanent improvements at the Landfill in good working order. In the event a permanent improvement or utility is damaged by fire or any other casualty, regardless of the extent of such damage or destruction, Contractor shall within a reasonable time, but in no event more than three (3) months from the date of such damage or destruction, commence the work to repair, reconstruct or replace the damaged or destroyed improvement or utility, and prosecute the same with reasonable diligence so that the improvement or utility shall be restored to substantially the condition it was in prior to the happening of the casualty within one (1) year of the date of such damage or destruction. However, County and Contractor have the right to mutually agree not to reconstruct such permanent improvement or utility so long as that decision does not interfere with the proper operation of the Landfill. Any payment of insurance proceeds shall be paid jointly to Contractor and County, and used solely for the reconstruction, repair, or replacement of the damaged or destroyed improvement, if applicable. County shall purchase and maintain insurance from a recognized financially responsible insurers that are licensed in the State of Texas and whose claims paying ability is rated not less than "A" or "A-" by A.M. Best Company, Inc., or its equivalent on all permanent improvements, appurtenances, and fixtures at the Landfill. Contractor is responsible for maintaining insurance for its equipment and other Contractor owned or leased equipment used or located on the Landfill in accordance with the insurance requirements in this Agreement.

(b) If this Agreement expires or is terminated:

(1) Contractor shall restore all buildings and other permanent improvements to the same condition and good order as that existing on the Effective Date, ordinary wear and tear excepted. Title to all Permanent Improvements or Fixtures at the Landfill shall vest in County without necessity of any compensation by County; and

(2) Contractor shall remove any and all removable personal property placed thereon by it. Any and all property not so removed shall, at County's option, become the property of County, or County may cause the property to be removed at Contractor's expense.

(c) Except as required by Applicable Law, Contractor shall not make alterations or additions at the Landfill, unless the plans and specifications for same have been submitted to and approved by County.

(d) Contractor shall keep the Landfill in a neat, safe and sanitary condition at all times. County shall have unrestricted access to the Landfill at all times.

(e) Contractor shall maintain a local office or other facility within Williamson County, not necessarily at the Landfill, where inquiries and complaints about service may be made. Such office or facility shall be equipped with adequate telephone communications, and shall have at least one responsible person in charge and present during all hours of operation of the Landfill. Contractor shall provide an answering machine for use by the public during hours when the office is closed.

#### **Section 4.10 Closure and Post-Closure**

(a) At such time as this Agreement expires or is terminated, Contractor shall, at County's sole option, close the Landfill and any Expanded Area in accordance with Applicable Law for landfill closure and post-closure care. Upon such termination or expiration, and prior to final closure, Contractor shall post a performance bond or letter of credit with County in the amount of Three Million Dollars (\$3,000,000) to guarantee the performance of all post-closure monitoring and Site maintenance requirements. County, at its sole option, may reduce or eliminate this performance guarantee if it determines that closure and post-closure trust funds are sufficient to cover all regulatory monitoring and maintenance requirements during the closure and post-closure period.

(b) Except as provided herein, after expiration or termination of this Agreement, County shall not allow any activities or construction on the Landfill that do not comply with Applicable Law. County's obligation to preserve the integrity of the Landfill shall run to any successor in interest of County.

(c) If County terminates this Agreement for any reason, or this Agreement expires and is not renewed by County, and County intends to continue operating the Landfill on its own or by using a different contractor or County sells or conveys the Landfill and the new owner uses the Landfill to manage, handle, or dispose Solid Waste, or any other waste, and after such change in contractor has occurred, Contractor's responsibilities to: (i) provide financial assurance, in the form of bonds or otherwise, for closure and post-closure care **going forward** cease, (ii) conduct closure and post-closure activities cease, (iii) maintain any performance bonds related to operating the Landfill pursuant to this Agreement cease, and (iv) maintain any bonds or other financial assurance required by TCEQ cease. However, this section does not prevent County from making any claim against such sureties or under such insurance policies arising from Contractor's actions prior to expiration or termination of this Agreement even if such claim is made after expiration or termination of this Agreement. Any and all funds paid into closure and post-closure accounts by Contractor prior to expiration or termination shall remain with County for closure and post-closure activities.

(d) If County terminates this Agreement for any reason before expiration of the Term, or the term of this Agreement expires and the Agreement is not renewed by the County, and County intends to continue operating the Landfill on its own or by using a different contractor, or County sells or conveys the Landfill and the new owner uses the Landfill to manage, handle, dispose Solid Waste or any other waste, and after such change in contractor has occurred, County will reimburse Contractor for all unamortized capital expenditures at the Landfill made by Contractor during the Term of this Agreement. Contractor shall provide County with an annual schedule of amortized and unamortized capital expenditures and the Landfill. Said schedule shall be due not later than the first day of May of each year. Failure of Contractor to provide said schedule by the due date shall constitute a Default under this Agreement.

#### **Section 4.11 Operations in Expanded Area**

County and Contractor agree that the intent of the parties for Contractor to fully utilize the Current Footprint prior to any disposal related operations being commenced under Permit 1405B in any Expanded Area. Contractor shall give County thirty (30) days written notice of its intent to begin disposal related operations in any Expanded Area along with supporting documentation demonstrating that the Current Footprint has less than 10% useful life remaining. County shall have thirty (30) days from the receipt of the written notice to approve the commencement of disposal related operations in any Expanded Area. This approval by County shall not be unreasonably withheld. County may, at its sole option, waive the 10% requirement. Non-disposal related operations in the Expanded Area which are necessary to achieve the maximum allowable height for the Current Footprint are specifically excluded from this requirement to obtain County approval.

### **ARTICLE V UNCONTROLLABLE CIRCUMSTANCES**

#### **Section 5.1 Contractor Reliance**

Contractor warrants and represents that it has examined carefully and acquainted itself with the Landfill, and has made and shall make its own deductions and conclusions regarding difficulties and obstacles that may be encountered in performing under this Agreement, including, but not limited to, physical conditions at the Landfill. Contractor has previously operated and inspected the Landfill, and accepts it in its present as-is condition. **COUNTY SHALL NOT BE LIABLE TO CONTRACTOR, ITS AGENTS, SERVANTS, LICENSEES OR INVITEES, FOR ANY DAMAGE SUSTAINED TO PERSON OR PROPERTY BY REASON OF ANY DEFECTS IN OR RELATING TO THE LANDFILL OR ITS OPERATION.**

#### **Section 5.2 Uncontrollable Circumstances (Force Majeure)**

(a) Uncontrollable Circumstances Limited. Contractor's obligations under this Agreement are subject to Uncontrollable Circumstances that may necessarily and unavoidably delay or prevent performance under this Agreement. No other events shall excuse non-performance by Contractor. If Contractor is unable to perform its obligations under this Agreement as a

result of such an event, the obligations of Contractor and County shall be temporarily suspended. Following such event, Contractor shall use its best efforts to resume performance as soon as possible; provided, however, if the Contractor is unable to perform for a period of thirty (30) days or longer, County, at its sole option, may terminate this Agreement without penalty against Contractor and without compensation to Contractor.

(b) Notification; Response. As soon as possible after the occurrence of an Uncontrollable Circumstance, but in no event later than twenty-four (24) hours after the knowledgeable party becomes aware of the Uncontrollable Circumstance, such party shall notify the other of the event. If the occurrence of the Uncontrollable Circumstance damages, destroys or otherwise incapacitates any of the Facilities, Contractor shall provide the County with its plan for correcting, repairing, replacing, or reconstructing the affected Facilities and at the earliest practical time, activate the alternate operation plan prepared in accordance with the Agreement for correcting, repairing, or reconstructing the affected Facilities. If the Uncontrollable Circumstance or the damage to the Facilities is not provided for in that plan, Contractor shall submit to County as soon as practicable a plan for correcting, repairing, replacing, or reconstructing the affected Facilities. In either event, County, at its sole discretion, may require Contractor to replace, repair, or reconstruct the Facilities.

## **ARTICLE VI**

### **INSPECTION OF WASTE; UNACCEPTABLE WASTE**

#### **Section 6.1 Liability for Waste**

Subject to the limitations and conditions of this Article, liability for all Solid Waste and Recyclable Materials transported to the Landfill shall pass to Contractor as soon as the solid waste or recyclable materials are accepted the Landfill entrance.

#### **Section 6.2 Waste Screening Program**

Contractor shall follow and comply with the Site Operating Plan to implement screening and monitoring procedures to prevent the acceptance and disposal of Unacceptable Waste. Contractor shall also inspect each incoming load of solid waste to determine if it is suitable for recycling or diversion from disposal at the Landfill.

**ARTICLE VII  
INSURANCE AND INDEMNIFICATION**

**Section 7.1 Insurance**

(a) Contractor shall obtain, maintain and pay for the insurance coverage specified in this Article from recognized financially responsible insurers that are approved by County, and licensed in the state of Texas and whose claims paying ability is rated not less than "A" by A.M. Best Company, Inc., or its equivalent, at all times during the term of the Agreement. Such insurance must fully protect County from any and all claims, risks and losses in connection with any activity performed by Contractor under this Agreement, except Uncontrollable Circumstances, unless otherwise designated as insurable events hereunder. Each policy must provide for forty-five (45) days' prior written notice of any cancellation, reduction, modification, or change in coverage or deductibles by the insurer to County. Contractor shall also give County forty-five (45) days' prior written notice of any cancellation, reduction, modification, or change in coverage or deductibles required under this Article.

(b) All of Contractor's insurance policies that can be so issued shall name County as an "additional insured", and provide a waiver of subrogation in favor of County and, before commencement of work hereunder, Contractor agrees to furnish County (c/o County Attorney's Office) with certificates of insurance or other evidence satisfactory to County Attorney to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

This is to certify that the policies of insurance described herein have been issued to [Contractor] and are in force during the term of this Agreement. In the event of cancellation or material change in a policy, forty-five (45) calendar days prior written notice shall be given to Williamson County.

(c) Contractor shall carry the following types of insurance in at least the limits specified below:

**COVERAGE LIMITS OF LIABILITY**

Workman's Compensation with waiver of statutory subrogation on behalf of County Employer's Liability	\$500,000.00 or statutory limit whichever is greater
Bodily Injury Liability, Each Occurrence (except automobile)	\$1,000,000.00
Aggregate	\$2,000,000.00
Property Damage Liability, Each Occurrence (except automobile)	\$1,000,000.00
Aggregate	\$2,000,000.00
Automobile Bodily Injury, Each Person Liability	\$1,000,000.00
Each Occurrence	\$2,000,000.00

Automobile Property Damage, Each Occurrence Liability	\$ 500,000.00
Environmental Impairment, Each Occurrence	\$10,000,000.00
Aggregate	\$20,000,000.00

Comprehensive General Liability, Two Million dollars (\$2,000,000.00) per occurrence with an aggregate of Ten Million dollars (\$10,000,000.00)

Excess Commercial General Liability, Ten Million dollars (\$10,000,000.00)

(d) In the event Contractor fails to provide and maintain the required insurance coverage, said failure shall constitute a Default of this Agreement. County may, at its sole option, procure and maintain, at Contractor's sole expense, insurance to the extent County deems proper in lieu of declaring a Default. Contractor shall reimburse County for the cost of that insurance within 15 days of receiving written notice from County.

(e) Contractor and County agree that the coverage limits identified in Subsection (c) shall be reviewed annually and shall be adjusted as required by Williamson County insurance contract policy requirements.

#### **Section 7.2 Indemnification**

**(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR SHALL AND DOES AGREE TO DEFEND WITH COUNSEL APPROVED BY COUNTY WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD, THE COUNTY, REPRESENTATIVES OF THE COUNTY AND ITS COMMISSIONERS' COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY REFERRED TO AS "INDEMNITEES" UNDER SECTION 7.2 OF THIS AGREEMENT) FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT, AND THE SERVICES RELATED THERETO, OR ANY PART THEREOF TO THE EXTENT RESULTING FROM ALLEGATIONS OF A NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES IN THE PERFORMANCE OF THIS AGREEMENT. THE CONTRACTOR AGREES TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE INDEMNITEES FROM SUCH CLAIMS AND DAMAGES HEREINABOVE STATED ONLY TO THE EXTENT RESULTING FROM A NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES IN THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL NOT, HOWEVER, BE OBLIGATED TO INDEMNIFY OR DEFEND INDEMNITEES FOR ANY SUIT, ACTION, LEGAL PROCEEDING, CLAIM, DEMAND, DAMAGE, COST, OR EXPENSE ARISING FROM A NEGLIGENT ACT OR OMISSION OR WILLFUL**

**MISCONDUCT OF INDEMNITEE, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES.**

**(b) CONTRACTOR SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY COUNTY WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD, AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION, FINES, PENALTIES, AND ASSESSMENTS BROUGHT BY LOCAL, STATE OR FEDERAL ENVIRONMENTAL AGENCIES OR PRIVATE CONCERNS ARISING OUT OF THE OPERATION OR CLOSURE OF THE LANDFILL, TRANSFER STATIONS OR OTHER SOLID WASTE FACILITIES OWNED, FRANCHISED OR UTILIZED BY CONTRACTOR, IF ANY, THAT ARISE PURSUANT TO THIS AGREEMENT AND INDEMNITOR'S PERFORMANCE OF THIS AGREEMENT, OR ANY CLEANUP COSTS ASSOCIATED WITH ENVIRONMENTAL CONTAMINATION AS A RESULT OF LANDFILL OR LANDFILL OPERATIONS BY CONTRACTOR UNDER THIS AGREEMENT WHETHER SUCH CLEANUP IS OF AIR, SOIL, GROUND WATER OR SURFACE WATER CONTAMINATION AS DETERMINED BY THE GOVERNING ENVIRONMENTAL AGENCY OR AGENCIES.**

**(c) INDEMNITY UNDER ARTICLE VII OF THIS AGREEMENT SHALL SURVIVE THE TERM OF THIS AGREEMENT AND SHALL APPLY PROSPECTIVELY SO LONG AS ANY LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY FOR CLOSURE AND POST-CLOSURE COSTS) COULD BE OR IS ASSERTED IN REGARD TO ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF CONTRACTOR IN PERFORMING UNDER THIS AGREEMENT.**

**(d) INDEMNITY UNDER ARTICLE VII OF THIS AGREEMENT EXTENDS TO CLAIMS AND ASSESSMENTS OCCURRING DURING THE TIME CONTRACTOR OPERATES THE LANDFILL AND ALSO RETROACTIVELY TO CLAIMS AND ASSESSMENTS WITH REGARD TO THE LANDFILL DURING THE TIME THAT COUNTY OWNED AND/OR OPERATED THE LANDFILL.**

**(e) INDEMNITY UNDER ARTICLE VII OF THIS AGREEMENT EXTENDS TO CLAIMS AND ASSESSMENTS RELATING NOT ONLY TO THE LANDFILL PROPERTY (WHETHER USED BY CONTRACTOR OR PREVIOUSLY BY COUNTY) BUT ALSO TO CLAIMS OR ASSESSMENTS ARISING OUT OF THE SURROUNDING AREA CAUSED BY RUNOFF, LEACHATE OR OTHER INFILTRATION THAT OCCURRED AS A RESULT OF LANDFILL OPERATIONS PERFORMED BY CONTRACTOR.**

**(f) INDEMNITY UNDER ARTICLE VII OR ANY OTHER SECTION OF THIS AGREEMENT SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

**ARTICLE VIII**  
**CONTRACTOR AND COUNTY REPRESENTATIVES**

**Section 8.1 Representatives**

Contractor and County have designated an authorized agent to serve as its representative for the term of this Agreement (See Section 13.11(c) herein below). County and Contractor, respectively, shall keep each other informed of the identity of their representative and shall provide each other with a telephone number and other means by which that representative may be reached at all times of the day and night. Either party may change its respective representative on five days' written notice to the other party.

**Section 8.2 Contractor Representative**

Contractor's representative shall be Contractor's agent and shall represent Contractor for all purposes of this Agreement. All written or oral directions, instructions, or notices given by County to such representative and related to the subject matter of this Agreement shall bind Contractor as if delivered to Contractor personally. Contractor's representative shall be located within a reasonable proximity of Williamson County and be accessible at all times during the term of this Agreement.

**Section 8.3 Williamson County Representative**

Unless County notifies Contractor otherwise in writing, the Williamson County Judge shall be County's authorized agent and representative for all purposes of this Agreement. All written or oral directions, instructions, or notices given by Contractor to the County Judge and related to the subject matter of the Agreement shall be deemed given to County.

**ARTICLE IX**  
**DISPUTE RESOLUTION**

**Section 9.1 Mediation**

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the dispute within thirty (30) days following the date in which one party sent written notice of the dispute to the other party or a mutually agreed upon time period, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law

including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

## **ARTICLE X**

### **DEFAULT AND TERMINATION**

#### **Section 10.1 Generally**

Contractor shall be deemed to be in Default under this Agreement if it commits the acts or omissions described below or elsewhere in this Agreement. County shall, as soon as practical, give Contractor written notice of its intent to terminate this Agreement if a Default is not cured within sixty (60) calendar days of Contractor's receipt of such notice unless the circumstances reasonably require a shorter period to cure; provided, however, that the failure of County to give such notice shall not constitute a waiver of such Default. Events of Default shall be subject to Liquidated Damages under Section 10.4.

(a) If County exercises its discretion to terminate this Agreement for Default, County may, at its sole option, take over and operate the Landfill (Step-In Provision). If a Default is not cured by Contractor within sixty (60) days of written notice, or sooner as the case may be, County shall have the right, without further notice, to terminate this Agreement and immediately implement the Step-In Provision.

(b) Upon Termination, County, at its sole option and without limiting any other remedy, may proceed against the surety or the issuer of other approved financial instrument furnished by Contractor as a financial guarantee or bond under this Agreement.

(c) The Step-In Provision allows County the option to operate the Landfill itself or procure the services of a third party as a contract operator. County shall collect all Gross Receipts at the Landfill during such time period and deduct any and all operating expenses incurred by County. Such operating expenses shall be charged to Contractor's Performance Bond or other approved financial instrument.

#### **Section 10.2 Events of Default**

The following acts or omissions, among others described in this Agreement, by Contractor shall constitute an event of Default, subject to cure in accordance with the terms herein, in Contractor's performance under this Agreement:

(a) Failing to operate the Landfill in accordance with Applicable Law.

(b) Failing to timely pay any and all fees, surcharges, or payments required by this Agreement, or late charges thereon.

(c) Failing to accept Solid Waste meeting the requirements of this Agreement, subject to the Annual Tonnage Limit.

(d) Exceedance of the Annual Tonnage Limit in two years during any three-year period

and/or exceedance of the Annual Tonnage Limit in four years during any ten-year period, provided, however, County may, at its sole discretion, modify or waive the Annual Tonnage Limit for the purpose of determining a Default.

(e) Failing to maintain or provide County with timely evidence of any bond or other financial assurance mechanism in the amounts and form required herein.

(f) Failing to indemnify County as required herein.

(g) Failing to provide and/or falsifying records or reports provided to any governmental office or agency, as required by Applicable Law and/or this Agreement;

(h) Failing to provide County with reports as required herein or to retain records as required herein.

(i) Failing to maintain and monitor the Landfill, specifically including any Expanded Area, during and after closure as required by Applicable Law and this Agreement.

(j) Failing to maintain and provide County with timely evidence of insurance required herein.

(k) Failing to obtain consent of County for any direct or indirect change in control or the transfer of a direct or indirect controlling interest in the beneficial ownership of Contractor.

(l) Failing to dispose of Solid Waste for five (5) consecutive working days as a result of Contractor's negligent, willful, or wrongful act.

(m) Failing to seek a mutually agreeable permit change as may be required by County.

(n) Failing to implement the Master Recycling Plan as required herein.

(o) Failing to pay County liquidated damages as required herein.

### **Section 10.3 Events of Non-curable Default**

**Certain actions by Contractor could have such severe impacts on the residents of Williamson County that they constitute events of Default that may be subject to immediate termination of this Agreement, at County's sole option, upon written notice to Contractor by County.** The following acts or omissions, among others described in this Agreement, by Contractor shall constitute an event of non-curable Default in Contractor's performance under this Agreement:

(a) Continuous and systematic violations of the Site Operating Plan.

(b) Three (3) or more events of Default in one (1) calendar year or six (6) or more events of Default in three (3) calendar years.

(c) Claiming any legal or possessory interest in any permit now existing, or issued in the future, which relates to the Landfill.

(d) Claiming any legal or possessory interest in any real property in the Current Footprint or Expanded Area of the Landfill and failing to deed or convey any such alleged interest to County.

#### **Section 10.4 Liquidated Damages**

The parties agree that the actual damages that might be sustained by County by reason of a Default by Contractor are uncertain and would be difficult to ascertain beforehand, and, therefore, the sum of Five Thousand Dollars (\$5,000) per day is reasonable compensation to County for such Default under this Agreement as Liquidated Damages. County may, at its sole option, waive the Liquidated Damages. Contractor shall pay the above described sums as Liquidated Damages, and not as a penalty, for an event of Default by Contractor. Liquidated Damages for an event of Default cease accruing upon termination of this Agreement by County.

#### **Section 10.5 Appeal of Liquidated Damages by Contractor**

Contractor may dispute the assessment of Liquidated Damages assessed by County under the Dispute Resolution clause of this Agreement.

#### **Section 10.6 Remedies Cumulative**

The rights and remedies granted to County for a Default are cumulative. Accordingly, the exercise of any such rights or remedies shall not prevent County from taking action or seeking relief, at law or in equity, and otherwise as authorized by Applicable Law or this Agreement. No waiver of any violation, breach, default, act or omission shall be deemed or construed by a court of law to constitute a waiver of any other violation, breach, default, act or omission.

#### **Section 10.7 Insolvency, Bankruptcy and Receivership**

(a) The parties acknowledge that the services provided by Contractor under this Agreement are vital and critical to County. Accordingly, the failure of Contractor to provide the services may create substantial public health risks. Therefore, if Contractor becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver appointed for the benefit of creditors, County may request a written statement from Contractor or its surety describing in reasonable detail the arrangements that have or will be made to continue operations under the terms and conditions of this Agreement. If Contractor or its surety does not provide such statement within ten (10) calendar days after County's request, County may declare Contractor in Default and terminate this Agreement.

(b) If Contractor files a petition under any bankruptcy statute or is the debtor in any involuntary bankruptcy case that is not dismissed within sixty (60) calendar days after the petition commencing the case has been filed, Contractor and County agree, if permitted by

Applicable Law, to the entry of a stipulated order in Contractor's bankruptcy case granting Contractor ten calendar days from the date of the order to assume or reject this Agreement.

## **ARTICLE XI** **CONDEMNATION**

### **Section 11.1 Complete Taking**

If during the term of this Agreement, all of the Landfill and all Expanded Area is taken for a public purpose by condemnation or is sold to a condemning authority under threat of condemnation, this Agreement shall terminate subject to the continuing obligation on Contractor to provide final cover and closure of all portions of the Landfill and any Expanded Area and to maintain and monitor the Landfill after closure for any period required by Applicable Law or this Agreement. In the event of a condemnation or taking of all the Landfill and all Expanded Area, Contractor's obligation to indemnify County in accordance with Article VII shall survive any such condemnation or taking.

### **Section 11.2 Partial Taking**

If less than all, but more than ten percent (10%) of the Landfill's permitted area or an area that is included within a pending permit application is taken for a public purpose by condemnation, or sold to a condemning authority under threat of condemnation, Contractor may terminate this Agreement by giving County ninety (90) days' notice of the same, subject to the continuing obligation, if required by law, on Contractor to provide final cover and closure of all portions of the Landfill and any Expanded Area and to maintain and monitor the Landfill and any Expanded Area after closure for any period required by Applicable Law or this Agreement.

### **Section 11.3 Obligations of New Owner(s)**

To the extent that condemnation law, statute, or legal precedent requires the new owner who gained ownership of the Landfill Expanded Area or an area that is included within a pending permit application through condemnation to take responsibility for all obligations of the property, which would include closure and post-closure obligations, those obligations pass immediately upon condemnation to the new owner.

### **Section 11.4 Disclaimer on County Taking**

**IN ANY CONDEMNATION PROCEEDING IN WHICH COUNTY IS THE CONDEMNING AUTHORITY OR IN WHICH COUNTY IS REQUIRED TO PAY ALL OR A PORTION OF THE COST OF ACQUIRING THE PROPERTY TO BE TAKEN, CONTRACTOR DISCLAIMS, RELEASES AND WAIVES ANY INTEREST IN ANY CONDEMNATION AWARD IN EXCESS OF ANY AMOUNT EQUAL TO CONTRACTOR'S ACTUAL OR ACCRUED EXPENSES UNDER THIS AGREEMENT UP TO THE TIME OF THE TAKING.** The parties intend that in allocating any condemnation award between County, as Owner and Operator of the Landfill, and Contractor, as the contract operator of the Landfill, that Contractor's portion of such award never

exceed an amount equal to Contractor's actual and accrued expenses up to the date of the taking. Contractor's accrued expenses shall include the cost of closing and monitoring the Landfill as required under this Agreement if the condemnation requires immediate closure of the Landfill. County does not represent to Contractor that the Contractor's interest in or rights held under this Agreement has any particular value in a condemnation proceeding.

#### **Section 11.5 Avoidance and Mitigation**

County agrees to use its best efforts to find alternative routes or sites for street, water or wastewater right-of-way or facilities when such routes or sites are controlled or determined by the County so as not to require condemnation of any portion of the Landfill.

#### **Section 11.6 Notice**

County agrees to use its best efforts to provide Contractor with prompt written notification if County becomes aware of any attempts or plans by anyone to take actions that could result in condemnation of some or all of the Landfill or the Expanded Area.

### **ARTICLE XII** **SUCCESSORS; ASSIGNMENT**

#### **Section 12.1 Contractor Delegation**

County executes this Agreement with Contractor as a qualified entity to operate the Landfill for County. Contractor's delegation of any duties hereunder shall require the prior written consent of County. Any delegation of duties shall not relieve Contractor or its surety of any liability and/or obligation to perform hereunder.

#### **Section 12.2 Assignment**

(a) Contractor shall not assign any rights or obligations under or arising from this Agreement without the prior written consent of County, which shall not be unreasonably withheld.

(b) County may assign its rights and privileges under this Agreement by giving Contractor ninety (90) days' notice of such assignment.

(c) County may sell all or part of its interest in the Landfill without restriction under this Agreement. This Agreement shall survive any sale, partial sale, or conveyance of the County's interest in the Landfill if such sale or conveyance occurs during the Term. This Agreement remains binding on the purchaser, owner, or successor in interest of all or a portion of the Landfill. Any protest or opposition by Contractor to such sale shall constitute a Default under this Agreement.

### **Section 12.3 Change in Control or Ownership**

(a) Any direct or indirect change in control or the transfer of a direct or indirect controlling interest in the beneficial ownership of Contractor shall constitute a Default under this Agreement unless County consents in writing to such transfer. Such change or transfer shall include, but is not limited to, the transfer or assignment of 25 percent or more of the beneficial ownership of Contractor to or from a single entity.

(b) Any merger or consolidation by Contractor with any other nationally recognized solid waste disposal company shall require prior written consent of County. Failure by Contractor to obtain County's prior written consent shall constitute a Default under this Agreement.

(c) Notwithstanding the foregoing, County may, at its sole discretion and at Contractor's sole expense (including but not limited to County's attorneys fees, if any), determine that new ownership of Contractor can adequately and faithfully render the service called for in this Agreement for the remaining term of this Agreement. Thereupon, County may elect to execute a novation, allowing new ownership of Contractor to assume the rights and duties of this Agreement and releasing the previous ownership of all obligations and liability. The new ownership shall then be solely liable for any work and/or claims related to this Agreement.

## **ARTICLE XIII** **GENERAL PROVISIONS**

### **Section 13.1 Agreement Interpretation; Venue**

(a) This Agreement shall be governed and construed by, under and in accordance with the laws of the state of Texas. Both parties acknowledge that their respective legal counsel has reviewed this Agreement and that no presumption shall be made regarding the resolution of ambiguities against the drafting party.

(b) Unless otherwise specified herein, words describing material or work that have a meaning generally recognized by the Solid Waste Association of North America shall be given such a meaning. Words of any gender shall be construed to include any other gender, and, unless the context otherwise requires, words in the singular shall include the plural. The headings and section numbers are for convenience only and shall not be considered in interpreting this Agreement.

(c) Venue for any legal action arising out of this Agreement shall lie in any court of competent jurisdiction in Williamson County, Texas.

### **Section 13.2 Law Incorporated by Reference**

Applicable provisions of the Texas Health & Safety Code, as amended or superseded, including the latest additions and revisions and including regulations promulgated thereunder; applicable provisions of the Texas Water Code, as amended or superseded, including the latest additions and revisions and including regulations promulgated thereunder; and applicable provisions of the Texas Administrative Code, as amended or superseded, and applicable provisions of the Texas Local

Government Code, as amended or superseded, are incorporated by reference in this Agreement.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County or Contractor, their past or current officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter the availability of the defense of governmental immunity under the laws of the State of Texas and federal law.

### **Section 13.3 Commitment to Nondiscrimination**

During the term of this Agreement, the parties shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The parties agree to take affirmative action to ensure that applicants are employed and employees are treated during their employment without regard to race, color, religion, gender, or national origin. Such action shall include the following: employment, upgrading, demotion, transfer, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

### **Section 13.4 Entire and Complete Agreement**

This Agreement constitutes the entire and complete understanding and final expression of the parties with respect to the subject matter it contains, and supersedes all prior or contemporaneous agreements, understandings, arrangements, commitments and representations, whether oral or written, including but not limited to: 1) the Original Agreement, 2) the 1<sup>st</sup> A&R Agreement, and the 2<sup>nd</sup> A&R Agreement. No provision of this Agreement may be changed, modified or waived except by written instrument signed by both parties. Contractor shall promptly bring to County's attention for decision and mutual revision any material omissions from this Agreement. Contractor shall obtain written instructions from County before proceeding with services affected by any such omissions in this Agreement.

### **Section 13.5 Severability**

If any provision of this Agreement is for any reason determined to be invalid, illegal, or unenforceable under any Applicable Law, the remaining provisions of this Agreement shall remain in effect and bind the parties. However, the parties shall negotiate in good faith to amend this Agreement to effectuate the intent of any invalid, illegal, or unenforceable provision, if permissible under Applicable Law. If a court issues an order, opinion or ruling that this Agreement is, for any reason, invalid, illegal or unenforceable, the parties agree to meet immediately to ensure that proper operation of the Landfill and protection of the public's health and safety is continued and preserved.

### **Section 13.6 Time is of the Essence**

Time is of the essence of this Agreement.

### **Section 13.7 No Third Party Beneficiaries**

This Agreement is entered into by County in its governmental capacity, and is not intended to nor does it create any third party beneficiary or other rights or remedies in any Person.

### **Section 13.8 Personal Liability**

This Agreement is not intended to create or result in any personal liability for any public official or County employee or agent, nor shall this Agreement be construed to create such liability.

### **Section 13.9 Comprehensive Agreement**

All labor, equipment, materials and services that are necessary to complete and carry out this Agreement shall be considered part of this Agreement and Contractor shall furnish, perform or provide such labor, equipment, materials and services, as the case may be, without extra compensation.

### **Section 13.10 Subsidiary Contracts**

No contract or arrangement between Contractor and its Subcontractors, officers, employees, vendors, suppliers, or agents, including all contracts relating to the use or operation of the Landfill, shall limit or prevent Contractor from performing its obligations under this Agreement.

### **Section 13.11 Notices**

(a) Except as may otherwise be expressly provided, all approvals, requests, reports, notices, communications or other materials or information required or permitted to be made or given by a party to the other party hereunder shall be deemed to have been given or made only if the same is reduced to writing and delivered, either personally or by means of the United States Postal Service (certified mail, return receipt requested), to County or Contractor, as the case may be, at their respective addresses as set forth below.

(b) For all purposes of this Agreement, any such approval, request, report, notice, communication or other material or information which is delivered by means of the United States Postal Service as aforesaid shall be deemed to have been delivered as of the third business day next following the date of the postmark thereof.

(c) All notices, requests and other communications to either party hereunder shall be in writing and shall be given to such party at the following address, or such other address as such party may hereafter specify for the purpose by notice to the other party:

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

And Williamson County Attorney  
405 MLK – Box 7  
Georgetown, TX 78626

If to Contractor: Waste Management of Texas  
c/o CT Corporation System  
1021 Main Street Suite 1150  
Houston, TX 77002

And Central Texas Landfills Manager  
Waste Management, Inc.  
9708 Giles Lane  
Austin, TX 78754

And Senior Legal Counsel  
Waste Management of Texas, Inc.  
9708 Giles Lane  
Austin, Texas 78754

### **Section 13.12 Amendment or Waiver**

No part of this Agreement may be changed, modified, amended, or waived except by written instrument signed by the parties.

### **Section 13.13 Contractor as Independent Landfill Contractor**

Contractor shall perform all work under this Agreement as an independent contractor. Contractor is not and shall not be considered an employee, agent, subagent or servant of County for this Agreement or otherwise. Similarly, Contractor's Subcontractors, employees or agents are not and shall not be considered employees, agents, subagents or servants of County under this Agreement or otherwise. Nothing in this Agreement shall be construed to create a partnership, lease, or a joint venture relationship between County and Contractor. It is the parties express intention that this Agreement is a landfill operations agreement as specifically authorized by §364.013 and §364.031 (b)(5) of the Texas Health and Safety Code.

#### **Section 13.14 Binding Effect**

This Agreement shall bind and inure to the benefit of the parties to this Agreement, including future County Commissioners' Courts, and any successors thereto, whether by merger, consolidation, sale, conveyance, or transfer of the assets. Contractor shall have the exclusive right to control the services and work performed by Contractor under this Agreement, the safety precautions that may be necessary for the services and work performed under this Agreement, and the Persons performing those services and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and Subcontractors.

#### **Section 13.15 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when executed and delivered shall together constitute one and the same instrument.

#### **Section 13.16 Consents or Approvals**

Except as otherwise expressly provided herein, in any event or situation where the consent or approval of County or Contractor is required hereunder or under any agreements in connection with any transaction contemplated hereby, such consent or approval shall not be unreasonably withheld.

#### **Section 13.17 Limitation of Liability of County**

Execution and delivery of this Agreement by County shall not impose any personal liability on the members, officers, employees, or agents of County. No recourse shall be had by Contractor for any claims based on this Agreement against any member, officer, employee, or other agent of County in his or her individual capacity. All such liability, if any, being expressly waived by Contractor by the execution of this Agreement.

#### **Section 13.18 Nepotism**

Contractor shall not knowingly employ any person whose employment with Contractor may create the appearance of impropriety. Contractor shall not employ any person who is currently or has been previously employed by County as an elected official, professional, or in any other managerial position, unless mutually agreed to by Contractor and the County in writing.

#### **Section 13.19 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 "Texas 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 Texas Public Information Act to any information or data furnished to County whether or not the same are available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to County by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**Section 13.20 Term**

Unless otherwise terminated in accordance with the provisions herein, this Agreement shall have a term of forty (40) years from the Effective Date or the active life of the Landfill, whichever is shorter.

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have executed this Agreement on the latest date written below.

**Waste Management of Texas, Inc.**

**Williamson County, Texas**

By: _____	By: _____
_____ Date	Dan A. Gattis _____ Date
Vice President, Waste Management	Williamson County Judge

Attest:

Attest:

_____ Corporate Secretary _____ Date	_____ Nancy Rister _____ Date Williamson County Clerk
---	---

Approved as to Form:

By: _____ Counsel for Waste Management of Texas, Inc. _____ Date	_____ Jana Duty _____ Date Williamson County Attorney
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## Differences between Landfill Operation Contracts

### At a Glance - Financial Differences

	<u>2003</u>	<u>2009</u>
Surcharge/ Royalty	7.5% GR Not less than \$60,000	10% Gross Receipts (1 year after TCEQ action on 1405B raised to 15%) Not less than \$250,000
Community Recreational Facility Fund	0/none	1% Gross Receipts
Future Environmental Liability Fund	0/none	4% Gross Receipts
Master Site Development Fund	0/none	1% Gross Receipts
Alternative Income		
- Recycling	0/none	6.5% Gross Receipts for Recyclables/Diverted Materials accepted for processing, storage, or sale (Residential source separated recyclable material not subject to this surcharge)
- Sale of Recyclables	0/none	5% Gross Receipts
- Sale of Mulch/compost	0/none	5% Gross Receipts
Tip Fee charged to County	Lowest Rate charged by Contractor up to 500 tons Over 500 tons, charged gate rate	None up to 750 tons Over 750 tons, \$1 less than lowest rate
Financial Guarantee/ Surety Bond	none specifically listed	in the amount of 100% Gross Receipts
Closure/Post Closure Bond	vague "financial assurance required by law"	\$5,000,000

### Detailed Comparison between 2003 Contract and Proposed 2009 Contract

	Contract Provision	2003 Contract (Current Landfill Operating Contract in Effect)	Proposed 2009 Contract
1	Recitals/Definitions	None	Took out specific references to code provisions, ie: states as the terms are defined in Chapter 330
2	Article 1: Definitions	None	“Contractor” means WMTX, a contract operator of Landfill and is not the Site Operator as defined by TCEQ
3			“Default” act or omission that impairs or prevents performance of obligation.
4			“Gross Receipts” means all monies received, including non-monetary discounted rate differentials, for any activities related to or conducted at the Landfill. This includes full amount to be charged prior to deduction of any rate discount.
5			“Owner” means Williamson County, Texas
6			“Pass Through Charges” means taxes, special fund fees required herein, and TCEQ fees. Pass Through Charges are added to Tip fees and charged to Landfill users.
7			“Tip Fee” means the posted gate rate charged to customers at the Landfill and does not include any discounted rate
8	Representations and Warranties of Contractor	None	Contractor shall cooperate with County in obtaining mutually agreeable changes to Permit. Proposed Permit changes must be approved in writing by County prior to being submitted to any State or Federal agency.

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9		None	Contractor does not possess any legal interest in any real property of Landfill. Contractor shall execute deed conveying fee simple interest to County of Property previously deeded to County for the Landfill.
10		§17 – Premises shall remain under the ownership and ultimate control of County	County holds fee simple title to Landfill, and exclusively holds and retains all rights and interest in the Permit.
11	Facility Maintenance	<p>§6 – Contractor shall operate Landfill. Contractor shall have right to construct and maintain improvements necessary to operate Landfill.</p> <p>Does not address requirement to repair, or who is responsible for repairs.</p>	<p>§2.4 (a) Contractor shall furnish and maintain all labor to perform its obligations under this Agreement.</p> <p>(b) Contractor at its sole expense shall keep all facilities in good working order. Contractor liable for all costs incurred by County to repair or replace facilities. Contractor may request reimbursement for cost of repair and maintenance if and only if [certain requirements]. Reimbursement within County’s sole discretion.</p>
12	Financial guarantee	Does not address financial guarantee	§2.5 By Jan 31 of each year, Contractor shall furnish corporate surety bond in an amount equal to 100% of Gross Receipts from preceding year. As an alternative, Contractor may provide an irrevocable letter of credit.
13	Alternative Disposal Site	§22 – Contractor guarantees there will be no interruption of Landfill services except in for acts of God. However, provides no immediate relief if there is an interruption of service.	§2.6 If due to Contractor’s negligence or misconduct, Landfill operations cannot be provided, Contractor shall provide alternative disposal site at no additional cost to County.
14	Permits and Licenses	§13 – Contractor shall be responsible for obtaining and maintaining all necessary permits and licenses. County shall cooperate and assists in obtaining permits when necessary. County	§2.7 (a) Contractor shall obtain, maintain, and pay for all permits and modifications to any permits required by Applicable Law. Contractor shall list County as sole Owner and Operator of the Landfill on any

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		<p>agrees to cooperate in obtaining any agreed upon or required permit modifications. Does not address ownership of permits.</p> <p>§12(b) County shall not be liable or responsible for any and all claims brought by local, state, and/or federal government in connection with closure of Landfill or any cleanup costs associated with environmental contamination.</p> <p>§15 – Contractor will report all pertinent activities to County</p>	<p>permit application or other required document. County shall provide Contractor with information or documents in its control that Contractor reasonably requests to obtain or maintain all Permits. Contractor may be listed as the contract operator if required by the agency from which permit obtained, or Applicable Law.</p> <p>(b) Contractor liable for all fines or civil penalties that may be imposed for any violation of permits, regulations, or Applicable Laws. Contractor shall provide 48 hours notice of receipt of violations.</p> <p>(c) Contractor waives and disclaims any right, title, or interest in the Permit, whether legal or equitable. With County prior written permission, Contractor may pursue 1405B</p> <p>(d) in the event a court finds Contractor has any interest in the permit, Contractor shall within 10 days of such finding execute any and all documents to transfer its interest. Failure to comply equals non-curable default.</p>
15	Taxes, Fees and Contributions	Does not address payment of taxes	§2.8 – Contractor responsible for timely payment of all federal, state, and local taxes and Fees
16	Closure and Post Closure Fund	<p>§3 – Contractor, regardless of cost, shall perform such closure and post closure as it may be legally required to do.</p> <p>Contractor shall comply with all post-closure financial assurances requirements imposed by all governmental authorities.</p>	<p>§2.9(a) Contractor is responsible for all closure and post-closure costs.</p> <p>(c) Within 10 days of effective date, Contractor shall post corporate surety bond of \$5,000,000 for general environmental liability. Shall remain in effect for active life of Landfill and may be subject to cost of</p>

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			living increase every 5 years.
17	Future Environmental Liability Fund	Does not address payments for extra future environmental liability fund	§2.9(d) Contractor shall pay into fund 4% of gross receipts on Jan 31 of every year. Total collected capped at \$10,000,000. 10 years after final closure, County may transfer balance to County General Revenue Fund. Intent is for FELF to cover future liability that would not otherwise be covered by closure and post closure trust fund.
18	Reports and Records by Contractor	<p>§3 – only affirmative reporting duty by Contractor related to annual estimate of remaining life of Landfill.</p> <p>§8 - County may hire accounting firm to audit at County's expense. If audit discloses greater than 1% error than Contractor shall pay for audit</p> <p>§15 – Contractor will report all pertinent activities to County</p>	<p>2.11(a)(1) Contractor shall provide monthly report to County of tonnage received, total revenue, Tip Fees, and all special handling charges.</p> <p>(a)(2) – Each year Contractor shall provide County with audited financial reports prepared by independent CPA</p> <p>(a)(3) At any time requested by County, but not more than annually, Contractor shall provide County with independent operational audit of Landfill. Auditor selected by County and paid by Contractor. Audit shall include comparison of tipping fees and user charges of other landfills within 100-mile radius.</p> <p>(a)(4) all correspondence related to regulatory compliance sent to County within 3 business days of receipt</p>
19	Recordkeeping	§8 – Gate receipt records shall be retained for 3 years. Gate receipts shall be available for review and photocopying upon 10 days written notice.	§2.11(b)(1) Contractor shall retain all records and data that document every transaction at Landfill for 7 years. County shall have unrestricted access for inspection at reasonable hours

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		<p>§3 – only affirmative reporting duty by Contractor related to annual estimate of remaining life of Landfill.</p>	<p>(b)(2) Maintain records of all operations at Landfill for a period of time to comply with all regulatory agencies record retention requirements. County shall have access at reasonable hours to all on-site records.</p> <p>(b)(2)(ii) Contractor shall provide quarterly report of condition of Landfill, changes in status and readiness of alternative disposal site and emergency facilities, complaints, extraordinary circumstances, and documentation regarding unacceptable waste</p> <p>(b)(2)(iii) County will review records of performance to verify Contractor is maintaining proper and safe operations. (iv) Within 45 days of annual performance review, County shall issue summary of findings and recommendations. Contractor responsible for implementing directions and recommendations. Failure to carry out directions with 30 days = default</p>
20	County Oversight	<p>§2 – County may appoint Landfill oversight committee to observe all aspects of Landfill, make periodic reports, represent County in discussions with Contractor, explore possible solutions to problems. Such rep shall have an opportunity to review and comment on material changes in operating procedures.</p>	<p>§2.11(c) County may hire Oversight Inspector to monitor daily operations at Landfill. Contractor shall pay, as invoiced, all costs associated with County Oversight Inspector. Contractor shall furnish office at Landfill for County Oversight Inspector.</p>
21	Accidents: Complaints	<p>§15 – Contractor will report all pertinent activities to the authorized agent of County.</p>	<p>§2.12(a) – Contractor shall report all injuries, accidents, etc within 24 hours</p> <p>(b) Contractor shall response to all complaints within 72 hours after receipt. Contractor shall report quarterly the details of all complaints</p>

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22	Emergency Operations Plan	Contract Does not specifically address, however §6 requires that Contractor operate Landfill in compliance with TCEQ permit requirements and all pertinent statutes.	§2.15 – Contractor shall provide a comprehensive Emergency Operations Plan to mitigate or correct hazardous conditions that may arise. The plan shall be updated annually, and Contractor shall test the emergency operations plan annually. In the event of emergency, County Judge may extend operating hours of Landfill.
23	Master Site Development Plan	Does not address master site development	§2.16 – Within 1 year of Effective date, Contractor shall develop Master Site Development Plan for the Landfill and update it every 5 years. Contractor shall implement plan within 12 months of County’s approval. Contractor shall pay 1% of Gross Receipts to a Master Site Development Fund payable on Jan 31. Contractor shall have access to fund on annual basis for site development mutually agreed to. As part of plan, Contractor shall set aside 1,000 foot buffer zone along FM1660 and where possible on Chandler Road. Fund may be used for landscaping, landfill screening, commercial development, educational, community, or recreational facilities.
24	Fees Payable	<p>§5 – maximum disposal rate shall be set by Contractor to reflect the average of posted MSW landfills in the CAPCO area</p> <p>§4(d) All waste generated in County and hauled to Landfill by County up to 500 tons shall be disposed at rate equal to lowest rate charged by Contractor. Any waste in excess of 500 tons shall be disposed at gate rate.</p>	<p>§3.1(a) – Tip Fee shall not exceed \$40 per ton, plus all taxes</p> <p>(b) County shall not pay tip fee for 1st 750 tons, waste in excess of 750 tons will be charged \$1.00 less per ton than lowest rate which Contractor charges its commercial haulers</p>
25	Change of Tip Fee	§5 – rate adjustments may occur at times as determined by Contractor but not more than once a year.	§3.1(a) Contractor may not increase the Tip Fee without the prior written consent of County. (b) Before increasing Tip Fee, Contractor must provide information to County supporting any increase and

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			obtain written approval from Commissioner's Court before implementing.
26	Surcharge Payable	4(a) – monthly royalty equal to 7.5% of gross disposal receipts actually collected on 1st 200,000 tons accepted. If disposal volume exceeds 200,000 tons per agreement year, then royalty increased 0.25% per year for each 50,000 tons in excess of Base Annual Volume. 4(c) – Not less than \$60,000 per year	§3.3(a) Contractor shall pay to County monthly surcharge of 10% of Gross Receipts. One year after TCEQ action on 1405B, surcharge increased to 15%. Not less than \$250,000 per year.  (b) Contractor shall pay to County 6.5% of gross receipts for all Recyclables or Diverted Material accepted at Landfill
27			§3.3(c) Surcharge is based on all solid waste disposed regardless of whether Contractor actually received payment.  (d) surcharge due and payable on 30th day of month  (f) Failure to pay surcharge within 3 months of due date shall constitute default
28	Additional Fees	Does not address fees outside of above described royalty.	§3.5(a) – Contractor shall pay 1% of gross receipts for a community recreational facility fund, due Jan 31 of each year
29			§3.5 (b)- Contractor shall pay to County on Jan 31, 5% of gross receipts from compost and mulch sales
30			§3.5(c) - Contractor shall pay to County on Jan 31, 5% of gross receipts for recyclable material sales
31	Hours of Operation	§6 Mon-Fri 7:00am-5:00pm Sat 7:00am – 12:00pm Sun closed  Holidays: New Year's Day, Independence Day,	§4.1 Mon-Fri 5:00am-7:00pm Sat 6:00am-4:00pm Sun closed  Holidays: New Year's Day, Independence Day,

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		Labor Day, Thanksgiving, Christmas	Thanksgiving, Christmas
32	Weights and Measures	Does not address weighing or scales	<p>§4.3 (a) Contractor shall weigh all Solid Waste received at the Landfill. Contractor shall maintain scales of sufficient size and quality to accurately weigh vehicles, and have the scales checked every 6 months. Contractor shall provide notice to County of scale test, and testing company shall mail results directly to County.</p> <p>(b) – Contractor shall maintain a 2nd set of scales. At Contractor’s expense, Contractor shall construct additional scales depending on future need</p>
33	Waste Volume and Origin Limits	Does not address restricting waste from outside Williamson County	<p>§4.4(a) Landfill exists for use and benefit of residents of Williamson County. Subject to quantity limits, Contractor may accept waste generated within Williamson, Bastrop, Bell, Burnet, Lee, Milam, and Travis Counties. Contractor may only accept waste originating outside Williamson and the other listed counties with prior written consent. Contractor cannot sign agreement with any Municipal Entity, the majority of whose population is outside of Williamson County, without prior written consent. Contractor agrees to implement measures that are calculated to prevent the acceptance of waste that originated outside of Williamson and the other listed counties.</p>
34		No limit on amount of waste disposed at Landfill. Increase royalties for disposal of waste over 200,000 tons.	<p>§4.4(b) – Acceptable Waste shall not exceed per-person/per-year waste generation rate times US Census Bureau’s estimate of Williamson County population. Generation Rate = TCEQ average per-capita landfill disposal rate</p>

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35	Household Hazardous Waste	Does not require HHW events	§4.5(a) – 2 HHW events per year
36			§4.5(b) – Contractor shall maintain HHW collection center at the Landfill for use by Williamson County residents. Contractor may implement reasonable fee schedule for HHW collection center with Prior approval of County. County shall seek grants to share operational costs.
37	Recycling and Composting	§17 – Contractor shall have exclusive recycling rights at Landfill	§4.6(a) County may establish recycling and composting programs.
38			§4.6(b) – within 90 days of effective date, Contractor shall assume management of existing recycling center
39			§4.6(c) – within 1 year, Contractor shall develop Master Recycling Plan to include citizen recycling center, compost and mulch facility, recycling for aluminum and steel cans, plastic containers, clear and colored glass, newsprint, cardboard, and tires.  (e) Plan reviewed every 24 months
40	Alternate Daily Cover (ADC)	Does not address ADC	§4.7 – Contractor may use ADC if allowed by the Permit and if i) County approves in writing, and ii) no ADC used when Landfill is closed for periods longer than 24 hours iii) violation of this = default
41	Methane Recovery	Does not address methane recovery	§4.8 – All methane produced is County property, all tax credits or other credits remain property of County. Parties may enter agreement to reimburse Contractor for methane recovery. Methane recovery shall not interfere with operation of Landfill.
42	Maintenance and Repair of Facility	§6 – Contractor shall have right to construct and maintain improvements necessary to operate Landfill. (Does not address requirement to repair,	§4.9 (a) Contractor, at its sole cost, shall maintain all personal property and permanent improvements at Landfill. In the event improvement damaged by fire

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		<p>or who is responsible for repairs.)</p> <p>§9 – Authorized representatives of governmental agencies shall have right to access and inspect premises during business hours. Contractor employees shall cooperate to fullest extent</p> <p>Does not address having person in charge and present during hours of operation of Landfill</p>	<p>or other casualty, Contractor shall commence repair within 3 months.</p> <p>(d) County has unrestricted access to Landfill at all times</p> <p>(e) Contractor shall maintain local office where inquires and complaints may be made. Shall have at least 1 person in charge and present during all hours of operation of Landfill</p>
43	Closure and Post Closure	§3 – Contractor shall comply with all post closure financial assurances required by all governmental authorities, include TCEQ.	§4.10 When Agreement expires, Contractor, at County's Option shall close Landfill and thereupon post performance bond of \$3,000,000
44	Uncontrollable Circumstances (Force Majeure)	<p>§22 Contractor agrees there will be no interruption of Landfill services, unless interruption caused by Force Majeure.</p> <p>Does not address what happens after Force Majeure events or provide for termination of Agreement.</p>	§5.2 – Contractor's obligations under Agreement subject to Uncontrollable Circumstances, no other events excuse non-performance. Following such Uncontrollable Circumstances, Contractor shall use best efforts to resume performance. If Contractor unable to perform for 30 days or longer, County may terminate Agreement without penalty.
45	Liability/Responsibility for Waste	Does not address Liability/Responsibility for Waste	§6.1 liability of all solid waste and recyclables shall pass to Contractor as soon as materials are accepted at the Landfill entrance
46	Waste Screening Program	<p>Does not address screening procedures.</p> <p>§7 – If Contractor believes a load of material might be hazardous, it will refuse such waste and record the contents, date, license number, and name of hauler for future reference.</p>	§6.2 Contractor shall implement screening and monitoring procedures to prevent acceptance of Unacceptable Waste. Contractor shall inspect each incoming load of solid waste to determine if it is suitable for recycling or diversion from disposal at the Landfill

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47	Insurance and Indemnification	<p>§10 Workman's Comp – statutory limits</p> <p>§11 Comprehensive \$5,000,000 Premises-Operations -Explosion and Collapse -Contractual -Products/Complete Operations -Broad Form Property Damage -Independent Contractors -Personal Injury</p> <p>Automobile Liability \$1,000,000 -Comprehensive -Owned -Hired Non-Owned</p> <p>Excess Liability \$2,000,000 Umbrella Employee Liability \$ 500,000</p>	<p>§7 Workman's Comp - \$500,000 or statutory limit (whichever is greater)</p> <p>Bodily Injury - \$1,000,000 Aggregate - \$2,000,000</p> <p>Property Damage - \$1,000,000 Aggregate - \$2,000,000</p> <p>Automobile Bodily Injury - \$1,000,000 Each Occurrence - \$2,000,000</p> <p>Automobile Property Damage - \$500,000</p> <p>Environmental - \$10,000,000 Aggregate - \$20,000,000</p> <p>Comprehensive - \$2,000,000 Aggregate - \$10,000,000</p> <p>Excess Commercial - \$10,000,000</p>
48			§7.1(d) If fail to provide and maintain required insurance, Contractor in default
49			§7.1(e) Limits reviewed annually and adjusted in accordance with County insurance requirements
50	Indemnification	§12 – Contractor agrees to indemnify County	§7.2 Contractor agrees to indemnify County
51	Representatives	Does not specifically address representatives	§8 – Contractor and County have designated authorized agents to act as their representatives

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52	Dispute Resolution	Does not address dispute resolution	§9 – Parties will work together in good faith to resolve any controversy which rises out of this Agreement. If the parties are unable to resolve the dispute, such claim shall be addressed through non-binding mediation. This shall no prevent any other remedy available at law.
53	Default and Termination	§16 – If either party abandons, delays unnecessarily, or refuses to comply with any material term of Agreement, the other party may notify in writing. If noncompliance not corrected within 30 days, the party giving notice can declare Agreement to be in default. Non-defaulting party may then give notice of termination. In event of termination, Contractor shall immediately cease operations and remove its equipment	§10.1 – Contractor in default if commits acts or omissions described below or elsewhere in the Agreement. County shall give notice of intent to terminate if default not cured within 60 days, unless circumstances require quicker resolution. Failure to give notice does not constitute waiver. Default subject to liquidated damages.
54		Does not provide for County taking over operations of Landfill	§10.1(a) – if County terminates Agreement, County may take over and operate the Landfill. If default not cured in 60 days, County right to terminate Agreement and immediately implement step-in provision.
55		Does not specifically list events of default.	§10.2 Following Acts constitute Default 1) failing to properly operate Landfill in accordance with laws, 2) failing to timely pay fees and/or surcharges, 3) failing to accept Solid Waste, 4) exceeding tonnage limits for any 2 years within a 3 year period or 4 years in 10 year period, 5) failing to maintain bond or financial assurance, 6) failing to indemnify County, 7) failing to provide records or falsify records to any governmental office, 8) failing to provide County with required reports, 9)failing to maintain and monitor Landfill during and after closure, 10) failing to maintain insurance as

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			required, 11) failing to obtain County consent for change in control, 12) failing to dispose of waste for 5 consecutive days, 13) failing to seek mutually agreeable permit modification, 14) failing to implement Master Recycling Plan, and 15) failure to pay liquidated damages
56	Events of Non-curable Default		§10.3 Following actions constitute non-curable default and subject contract to immediate termination: 1) continuous and systematic violations of SOP, 2) 3 or more defaults in any calendar year or 6 or more defaults in 3 calendar years, 3) claiming any interest in permit, 4) claiming any interest in real property
57	Liquidated Damages	Does not provide for liquidated damages	§10.4 Liquidated Damages are \$5,000 per day for default. County may, at its sole option, waive. Contractor may appeal through dispute resolution clause
58	Rights and Remedies Cumulative	§24 – Rights and Remedies cumulative and the use of any one right shall not preclude that party's right to use any or all other remedies	§10.6 – Rights and Remedies to County are cumulative and the exercise of such rights shall not prevent the County from taking action or seeking relief otherwise authorized by law.
59	Insolvency, Bankruptcy, and Receivership	Does not address insolvency, bankruptcy, or receivership	§10.7 – services provided under this Agreement are vital and crucial to the County. If Contractor becomes insolvent or has receiver appointed, County may request written statement describing arrangements made for continued operations under this Agreement. County may terminate Agreement if Contractor fails to respond within 10 days.
60	Condemnation	§26 – If Landfill taken for public purpose by condemnation, Agreement shall terminate, subject to Contractor's obligation to provide final closure and cover. Any condemnation award	§11.1 – If Landfill completely taken for public purpose, Agreement shall terminate subject to Contractor's obligations to provide final closure and cover. Contractor's obligation to indemnify County

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		shall be split with the County receiving all proceeds attributable to value of land, and Contractor receiving proceeds attributable to improvements	<p>in accordance with Article 7 shall survive such taking.</p> <p>§11.2 – If less than all but more than 10% of Landfill taken for public purpose, Contractor may terminate Agreement by 90 days written notice, subject to Contractor’s obligations to provide final closure and cover.</p> <p>§11.4 – If County condemn Landfill, Contractor waives any condemnation award in excess of amount equal to actual or accrued expenses</p>
61	Successors and Assignments	<p>Does not discuss delegation of duties</p> <p>§18 – Contractor may not assign its interest other than to an entity owned by Contractor, without County’s consent. Does not address County’s ability to assign its interest</p> <p>Does not address County’s right to sell</p>	<p>§12.1 – Contractor’s delegation of any duties under this Agreement requires the prior written consent of County</p> <p>§12.2 – Contractor shall not assign its interest without the prior written consent of County. County may assign its interest by providing 90 days written notice to Contractor.</p> <p>§12.2(c) – County may sell all or parts of its interest in Landfill without restriction. Any protest by Contractor = default</p>
62	Change in Control or Ownership	Does not address change in control or merger by Contractor	<p>§12.3(a) – Any change in control of Contractor shall constitute default unless County consents in writing</p> <p>(b) - Any merger with nationally recognized waste disposal company requires prior written consent of County. Failure to obtain consent = default</p> <p>(c) - County may determine that new ownership of Contractor can adequately render service under this</p>

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			Agreement
63	Term	§3 – Life of Site: continues so long as Contractor continues active sanitary landfill or gas recovery	§13.20 - term of 40 years or active life of Landfill, whichever is shorter.
64	Exhibits to Agreement	Exhibit A – legal description of Landfill Exhibit B – sample calculation	Exhibit A – Current Footprint Exhibit B – Expanded Area

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## Health & Safety Order

### Commissioners Court - Regular Session

Date: 02/03/2009  
Submitted By: Peggy Vasquez, County Judge  
Submitted For: Peggy Vasquez  
Department: County Judge  
Agenda Category: Regular Agenda Items

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#### Information

##### Agenda Item

Discuss, consider amending, and take appropriate action pursuant to the Texas Health and Safety Code on an Order authorizing the execution of a 2009 Williamson County Landfill Operation Agreement between the County and Waste Management of Texas, Inc. (Copies of the proposed Order and Agreement are posted for public review on the County website)."

##### Background

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#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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#### Attachments

Link: [Landfill Order](#)

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#### Form Routing/Status

Form Started By: Peggy Vasquez  
Started On: 01/28/2009 04:19 PM  
Final Approval Date: 01/29/2009

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# Order Authorizing Agreement

The State of Texas        }  
                                      } Know All Men By These Presents:  
County of Williamson     }

**That** on this, the 3rd day of February, A. D. 2009, the Commissioners Court of Williamson County, Texas, met in duly called and convened lawful Session at the County Courthouse in Georgetown, Texas, with the following members present:

**Dan A. Gattis**, County Judge, Presiding,  
**Lisa Birkman**, Commissioner Precinct One,  
**Cynthia Long**, Commissioner Precinct Two,  
**Valerie Covey**, Commissioner Precinct Three, and  
**Ron Morrison**, Commissioner Precinct Four

where, among other matters, came up for consideration and adoption the following Order:

*Whereas*, the Williamson County Commissioners Court, sitting as a legislative, executive, and judicial finder of fact pursuant to its exclusive original jurisdiction under Article V, Section 18(b) of the Texas Constitution, has made the following

## **Findings of Law and Fact**

1. The following findings are based on information provided to the members of this Court by both proponents and opponents of the attached agreement at an extensive series of public meetings and hearings and in numerous written and oral communications with the Court and its individual members over a period of two years. The Court sought, carefully considered, and relied upon the legal advice of numerous attorneys. The opportunity for public comment and participation was unprecedented for any contract ever considered by this Court.
2. The Court gave due consideration to all the advice and comments and each was given appropriate weight in the decisions of the Court. There is substantial evidence for each of the findings contained in this Order.
3. This Order and the attached Agreement are being adopted at a properly convened public session of the Court after all the notices and formalities required by the Texas Open Meetings Act. All prior acts and deliberations of the Court concerning the contract and related issues have also been in compliance with that Act. Specifically, all

deliberations on this matter by a quorum of the Court have been held either in a public session or in a closed session required for consultation with attorneys as authorized by that Act. No decisions have been made by the Court, either formally or informally, except in its properly-held public sessions.

4. Williamson County, Texas, (County) has been an Organized County since 1848, with the authority to carry out governmental (though not proprietary) functions, including but not limited to the operation of sanitary landfills. Among other provisions of law not cited here, general authority for County to manage solid waste and expend public funds for that purpose is granted by § 361.153, Texas Health and Safety Code; specific authority to operate a landfill is granted by § 364.013; § 363.113 requires that County “assure that [solid waste management] services are provided to all persons in its jurisdiction.”
5. County currently owns fee simple title to the Williamson County Landfill (Landfill), the real property described in the attached “2009 Williamson County Landfill Operation Agreement” (the Agreement) between County and Waste Management of Texas, Inc. (Contractor). The Agreement, with any exhibits, is set out in this Order by reference as fully and completely as if set out verbatim in the body of the Order.
6. County exclusively holds and retains all right, title, and interest in and to the real property, improvements, fixtures, and appurtenances, to any current or pending state permits, and to all water, mining, mineral, and other rights appurtenant to the Landfill, permits, or Agreement. None of these rights are currently subject to a lease, reversionary interest, partnership, or joint venture.
7. Beginning in the early 1980s, County acquired this property for the operation of a sanitary landfill and obtained appropriate permits from the State of Texas to operate the Landfill. Since May 6, 1985, Contractor or its corporate predecessors have continuously operated the Landfill on behalf of County. The original operation agreement was amended in 1990 and 2003.
8. Under the Agreement and all prior operation agreements, Contractor is a “contract operator” of the Landfill and is not the “site operator,” as those terms are defined by Texas Commission on Environmental Quality regulations and policy. Contractor has and claims none of the rights or privileges of a site operator.

9. Contractor and its predecessors are not now (and, apart from brief prior ownership of some of the real estate subsequently acquired by County and added to the original Landfill property, have never been) the legal or beneficial owners of either the Landfill or its permits, whether in whole or in part. It is the intent of the Agreement that Contractor will not acquire any additional ownership of either the Landfill or its permits as compared to the 2003 contract.
10. Apart from the rights expressly granted by the Agreement and prior contracts between County and Contractor or its predecessors, Contractor has no right, title, or interest in the landfill property, permits, or operations. Specifically and without limitation, it has no interest as a lessee, remainderman, partner, or joint venturer. Contractor has consistently and publicly disclaimed any other interest beyond its express contractual rights.
11. The Agreement explicitly supersedes all prior or contemporaneous agreements, understandings, arrangements, commitments, and representations, whether oral or written, and will constitute the sole agreement between the parties. Contractor will therefore have no continuing rights under the 1985, 1990, or 2003 contracts, which the Court has found to be far inferior to the terms of the attached Agreement.
12. County has the authority to enter into and perform the obligations set out in the Agreement. County's authority to enter into such contracts is set out, among other places, in § 363.116, § 364.013, and § 364.031, Texas Health and Safety Code.
13. The Agreement, like the prior contracts with Contractor, contains termination conditions that prevent it from being a contract in perpetuity.
14. The proper operation of any public or private landfill located in Williamson County is critical to public health, safety, and welfare. Without a proper facility in an accessible location charging affordable rates, garbage, trash, and other waste materials will be disposed of in a manner that supports unacceptable levels of air and water pollution, as well as vermin, insects, noxious odors, and disease vectors. These risks mandate that the criteria for awarding landfill contracts are not readily susceptible to traditional competitive bidding.
15. The State of Texas has recognized the unique issues affecting waste disposal by the legislative findings in Section 363.003 of the Health and Safety Code. In addition, § 363.002 states, "It is this state's policy to safeguard the health, general welfare, and

physical property of the people and to protect the environment by encouraging the reduction in solid waste generation and the proper management of solid waste, including disposal and processing to extract usable materials or energy. Encouraging a cooperative effort among federal, state, and local governments and private enterprise, to accomplish the purposes of this chapter, will further that policy.”

16. For these reasons, it is long established in Texas that contracts related to solid waste disposal need not be subject to competitive bidding, as public health, safety, and welfare are to be the primary criteria; see, for example, *Browning-Ferris, Inc. v. City of Leon Valley*, 590 S.W.2d 729 (San Antonio 1979, *no writ*). The Texas County Purchasing Act, §262.024 (a) (2), Texas Local Govt. Code, exempts from competitive bidding contracts “necessary to preserve or protect the public health or safety.” The Williamson County Commissioners Court specifically finds that the Agreement is necessary to preserve or protect the public health and grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply.
17. The 1985 contract between County and Contractor was previously renegotiated in 1990 and 2003. At the time of each of the prior renegotiations, County and Contractor had valid, subsisting contracts in place that were not subject to cancellation. Since County could deal with only the existing contract holder, neither of the prior renegotiated contracts were the result of a competitive process.
18. Today, as in 1990 and 2003, County and Contractor have a current agreement that has not been cancelled by either party. In response to citizen concerns, County recently contested the validity of the 2003 contract in the 368<sup>th</sup> District Court (Cause No. 07–748–C368, *County of Williamson v. Waste Management of Texas, Inc.*). In a judgment that addressed procedural issues including competitive bidding, but not the substance of the contract, the court declared on July 18, 2008, that the 2003 contract “is not void or voidable but, rather, remains in full force and effect.” County and Contractor were parties to that lawsuit and are bound by the judgment as *res judicata*.
19. If the Agreement is not approved by both parties, the 2003 contract will continue in effect unless it is cancelled according to its own terms or in some other lawful manner. The terms of the Agreement are plainly more favorable to the County than the terms of that contract. The Court finds that—considered as an alternative to the Agreement and not as an abstract proposition—breaking the 2003 contract without legal justification at this time would carry probable costs and liabilities greatly exceeding the possible benefits. The Court has determined that none of Contractor’s competitors would likely

agree to indemnify the County against these probable costs. This makes the Agreement the best (though not perfect) alternative among those available.

20. The 2003 contract provides Contractor with an exclusive right to manage a landfill on the present site, including any expansion within the contiguous County property. Without cancellation of that contract, it is clearly impossible to offer a Landfill operations agreement to any other party, whether by competitive bidding or by any other means. The County Purchasing Act, §262.024 (a) (7), exempts from competitive bidding contracts for “an item that can be obtained from only one source.” The Court finds that Contractor is the sole source currently available to the County for providing these services and grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply.
21. Because Contractor is paying County, rather than the reverse, the Court finds that the County Purchasing Act does not apply to the Agreement or require that it be offered competitively.
22. Since any possession of Landfill real or personal property by Contractor is in its capacity as an agent of County and purely incidental to operations, the Agreement is not a lease to Contractor for its own use of the site. If it were considered a lease, Texas law would require a public auction, sealed bids, or sealed proposals. The Court finds that these available bidding procedures are clearly inapplicable to solid waste disposal contracts where public health and safety, not price, are to be the paramount concerns, as Chapters 361–364 of the Health and Safety Code provide. The Court finds that this transaction is therefore not subject to competitive bidding as a lease.
23. The Agreement does not contemplate the construction of county facilities that are unrelated to the ongoing operation of the Landfill and does not create County financial obligations for any construction whatsoever. Any construction activity will be purely incidental to Contractor’s duty, as county’s agent, to provide the services promised in the Agreement. The Court finds that this transaction is therefore not subject to competitive bidding as a facilities construction contract or on any other basis.
24. The Agreement represents a substantial improvement for the people of Williamson County over the 2003 contract. Its provisions are fair to all concerned. Replacing the old contract by the new will produce major benefits for the public health, safety, and welfare. Protection of those interests mandates the execution of this Agreement even

though no additional competitive process is available. Adoption of the Agreement is thus in the best interest of Williamson County.

***Therefore be it***

***Ordered***, that the Williamson County Commissioners Court, having adopted the foregoing Findings of Law and Fact, does hereby commit Williamson County, Texas, by this Order to enter into the attached "2009 Williamson County Landfill Operation Agreement" between the county and Waste Management of Texas, Inc., with such amendments as may have been adopted in open court, and does hereby by order grant any lawful exceptions to competitive bidding necessary to enter into the Agreement;

***Further Ordered***, that County Judge Dan A. Gattis be, and is hereby, authorized to sign this Order and the attached Agreement as the act and deed of the Commissioners Court and of Williamson County; and

***Further Ordered***, that the County Judge be, and is hereby, authorized to transmit the signed Agreement to Waste Management of Texas, Inc., for their corporate approval and signature and the Judge is further authorized to execute any and all necessary additional documents in connection therewith.

The foregoing Order was lawfully moved by \_\_\_\_\_, duly seconded by \_\_\_\_\_, and duly adopted by the Commissioners Court on a vote of \_\_\_\_\_ members for the motion and \_\_\_\_\_ opposed.

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**Dan A. Gattis, Williamson County Judge**

**Attest:**

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**Nancy Rister, Williamson County Clerk**

Attach 2009  
Williamson County Landfill  
Operation Agreement here

## February 2009 Monthly Construction Summary Report Commissioners Court - Regular Session

Date: 02/03/2009  
Submitted By: Krista Zaleski, Road Bond  
Department: Road Bond  
Agenda Category: Regular Agenda Items

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### Information

#### Agenda Item

Hear February 2009 Monthly Construction Summary Report for Road Bond and Pass Through Financing Projects.

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [2009-02-CSR](#)

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### Form Routing/Status

Form Started By: Krista Zaleski  
Started On: 01/29/2009 10:18 AM  
Final Approval Date: 01/29/2009

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# ROAD BOND & PASS THROUGH FINANCING

## Construction Summary Report

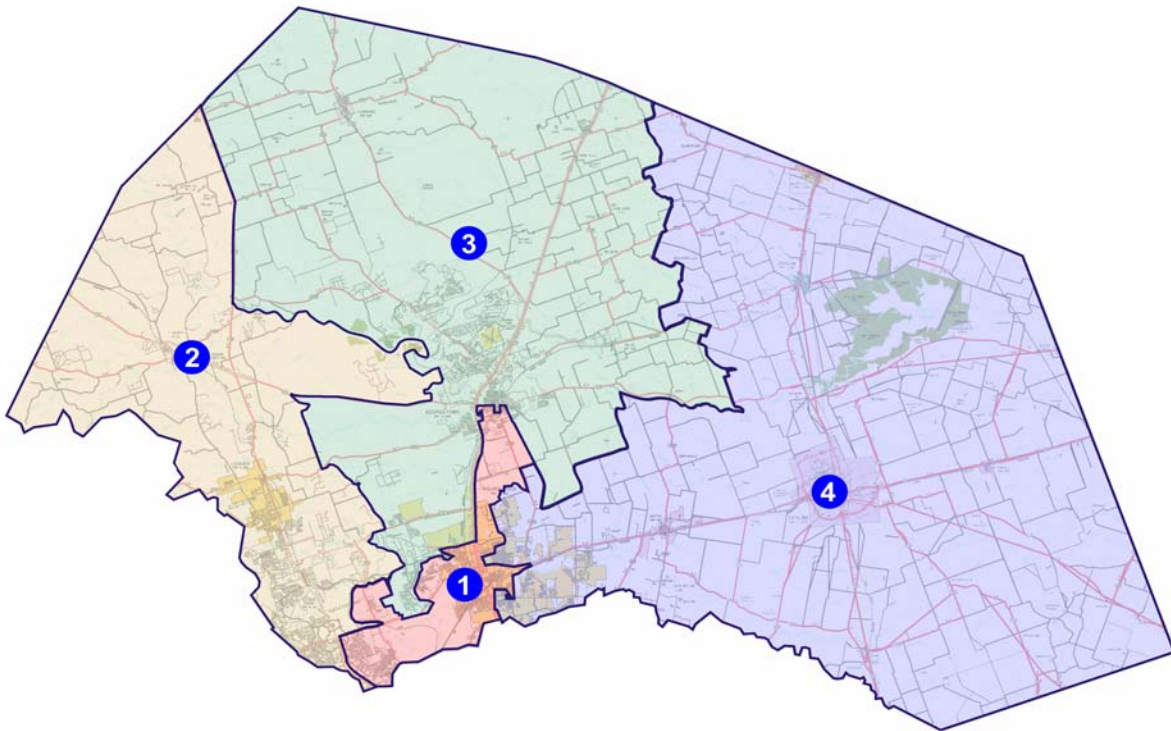
County Judge  
Dan Gattis

Commissioners  
Lisa Birkman  
Cynthia Long  
Valerie Covey  
Ron Morrison

February 2009

[WWW.WILCOGOV.ORG/BONDS/ROAD/](http://WWW.WILCOGOV.ORG/BONDS/ROAD/)

Volume VIII - Issue No. 2



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 JANUARY 2009

#### **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 – January 2009

#### **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**

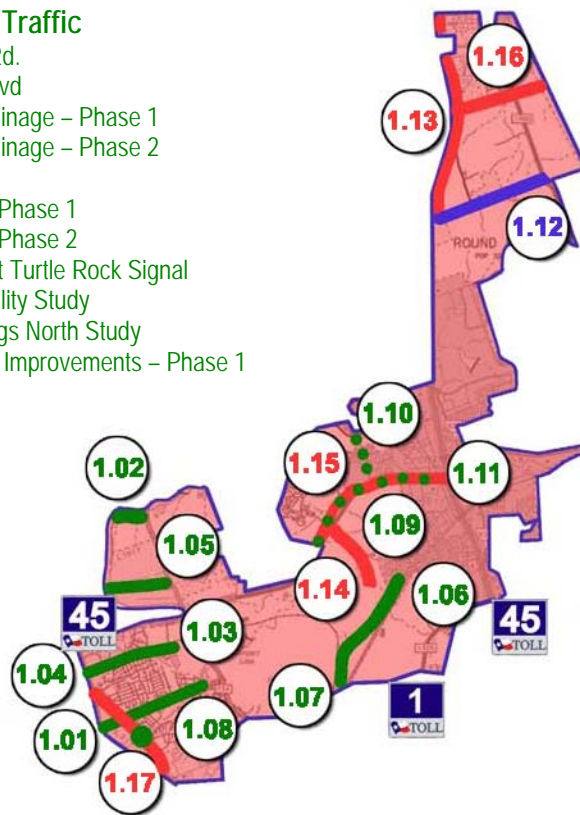
- Wooden Bridges (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- CR 368 & 369 – Aug 2003
- County Road 300 – Dec 2003
- CR 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – March 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – 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
- 1.11 RM 620 Interim Improvements – Phase 1

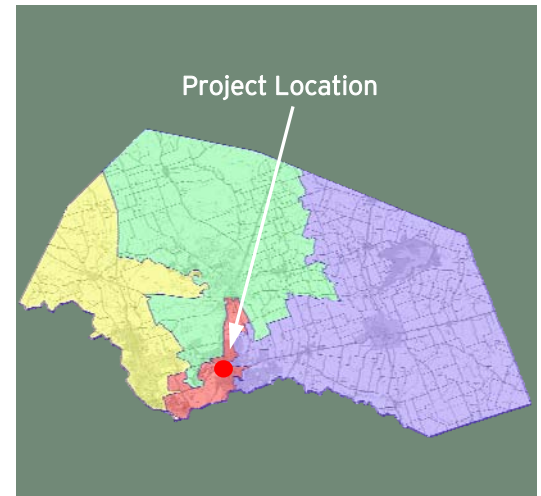


### Under Construction

- 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, PHASE 1 IMPROVEMENTS

(Turn Lanes at the Intersections of Wyoming Springs, Oaklands & Deep Wood; Pedestrian Improvements at O'Connor and Luckenwald, Liberty Walk, Manheim and Hike & Bike path)

Construction of right turn lanes and pedestrian improvements

Project Schedule: June 2008 - January 2009

Estimated Construction Cost: \$780,000



## JANUARY 2009 IN REVIEW

**1/5/2009** - At the County's request, an additional pedestrian crossing for the at Liberty Walk and Tonkinese is being added to provide a safer access point to the park. Time charges were stopped on October 27, 2008 after Aaron Concrete reached Substantial Completion for all work except this additional requested work.

**1/12/2009** - Aaron Concrete's sub ATS has begun on the installation of the additional pedestrian poles for the crossing on Liberty Walk at Tonkinese. Aaron Concrete is still expected to complete construction by 1/31/09. GEC finalizing change order for additional crossing and sign material upgrade at O'Connor and Liberty Walk.

**1/26/2009** - Aaron Concrete's sub ATS has completed the installation of the additional pedestrian poles for the crossing on Liberty Walk at Tonkinese. Aaron Concrete completed the sidewalk, ADA ramp, grading and clean-up as of 1/23/09. The new signs have been installed and the was striped on 1/23/09. Substantial Completion was granted to the Contractor as of 1/26/09.



Design Engineer: Halff Associates  
Contractor: Aaron Concrete Contractors  
Construction Observation:  
Benny Cloud, Williamson County

Williamson County  
Road Bond Program

**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	1/26/2009		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
3	10/1/2008	12/15/08	27	\$85,708.05	\$728,472.54	\$4,510.95	\$37,800.66	97	100	\$0.00	\$0.00

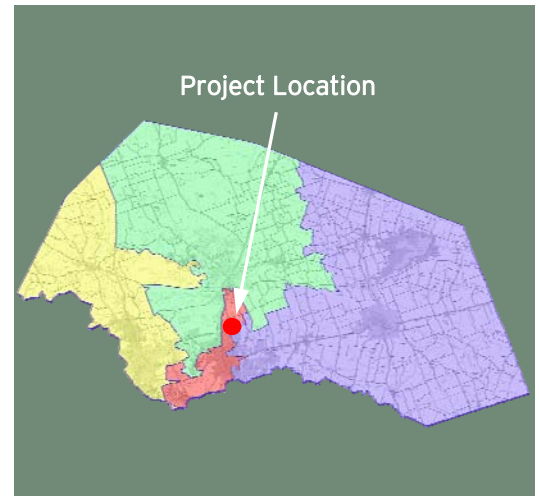
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	10/30/2008	11,869.20	11,869.20

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



## JANUARY 2009 IN REVIEW

**1/5/2009** - JC Evans continues working on subgrade from the beginning of project to just west of the pond. Flex base is being processed from east of Park Central to just west of the pond. JC Evans' concrete crew is continuing to work on tie-ins at the curb inlets along with the CIP lids.

**1/12/2009** - JC Evans is working on flex base from just west of the pond to just east of Park Central. They are also installing the underdrain on both sides of the roadway. JC Evans' sub Greater Austin is scheduled to return on 1/13/09 to start slipping curb from just east of Park Central to just west of the pond.

**1/19/2009** - JC Evans is excavating and grading the ditch on the north side of the project from Park Central to Sta 78+00. They are forming and pouring driveways. JC Evans has also started resetting the correct inlet lids this week and are pouring the transition pieces. A change order is being processed for the Teravista median changes.

**1/26/2009** - JC Evans is working on the subgrade on CR 116 at the tie-in to CR 111. JC Evans has begun the undercut from the beginning of the project to just west of the pond. JC Evans is also continuing to work on forming and pouring driveways, and installing underdrain behind the curb along the EBML.



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</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
6	11/1/2008	11/30/08	30	\$328,636.79	\$2,279,129.32	\$17,296.67	\$119,954.17	40	23	\$0.00	\$0.00
7	12/1/2008	12/31/08	31	\$183,573.77	\$2,462,703.09	\$9,661.78	\$129,615.95	43	27	\$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 / Bidding

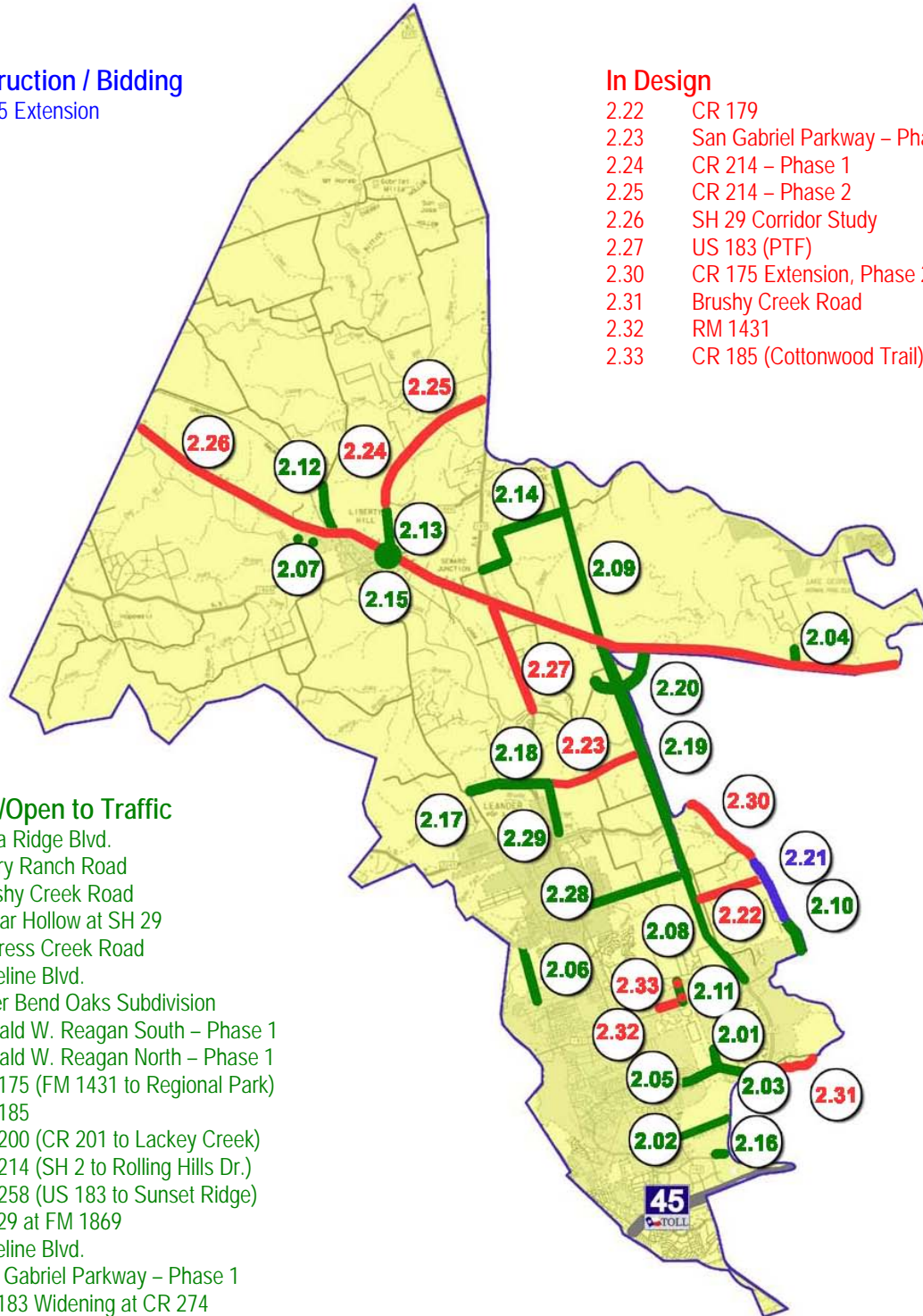
2.21 CR 175 Extension

### In Design

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)  
 2.30 CR 175 Extension, Phase 2B  
 2.31 Brushy Creek Road  
 2.32 RM 1431  
 2.33 CR 185 (Cottonwood Trail)

### 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  
 2.20 Kauffman Loop  
 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

1/26/09 Comments - HNTB issued a letter to JC Evans with items that need to be corrected concerning the Railroad Crossing. J.C. Evans has responded and HNTB is currently working to set up a meeting between HNTB, the County, J.C. Evans and Capital Metro. Final acceptance is pending resolution of the Railroad Crossing issues.

<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. 39 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	10/31/05	0	\$74,925.00	\$74,925.00	\$8,325.00	\$8,325.00	1	0	\$0.00	\$0.00
2	12/1/2005	11/30/05	0	\$103,696.20	\$178,621.20	\$11,521.80	\$19,846.80	1	0	\$0.00	\$0.00
3	1/1/2006	1/9/2006	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	2/28/2008	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	0	\$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	0	\$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	0	\$158,393.86	\$13,597,644.58	\$3,232.53	\$277,879.54	97	-	\$0.00	\$0.00

1/26/09 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.

<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 HMA 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 Ln 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.

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Adjusted Price = \$14,582,016.74

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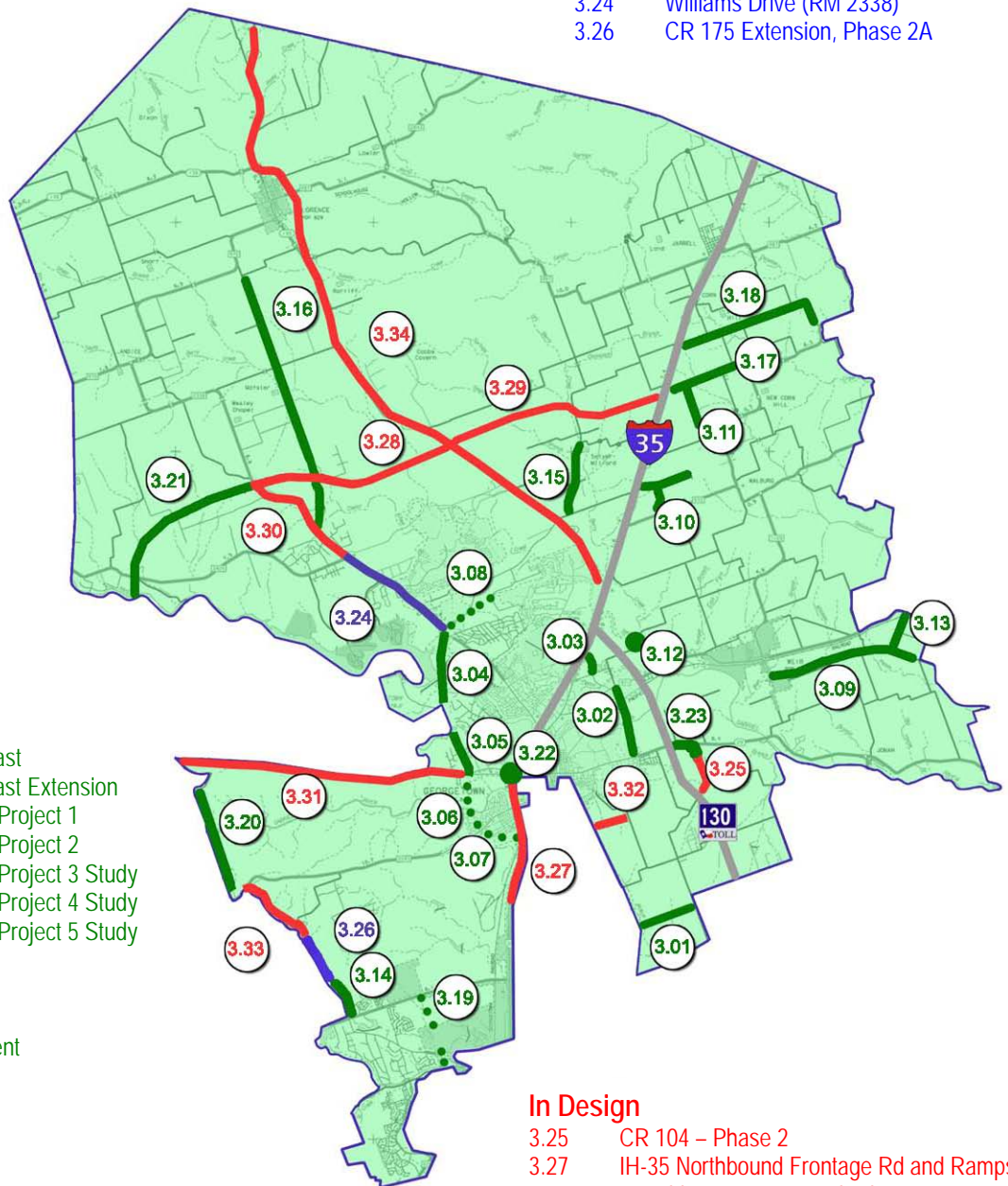
# PRECINCT 3

## COMMISSIONER COVEY

### Under Construction / Bidding

3.24 Williams Drive (RM 2338)

3.26 CR 175 Extension, Phase 2A



### 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

- 3.25 CR 104 – Phase 2
- 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
- 3.33 CR 175 Extension, Phase 2B
- 3.34 SH 195 ROW and Utilities

**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</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

1/26/09 Comments - Final project acceptance is on hold pending the establishment of vegetation.

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.

9/29/08 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.

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Adjusted Price = \$9,418,150.21

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**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	10/31/08	N/A	\$7,302.45	\$3,578,921.52	\$0.00	\$0.00	97	-	\$0.00	\$0.00
14	11/1/2008	11/30/08	N/A	\$3,562.34	\$3,582,483.86	\$0.00	\$0.00	98	-	\$0.00	\$0.00

1/26/09 Comments - The Contractor continues watering for establishment of vegetation on the project. Final project acceptance is on hold pending the establishment of vegetation.

<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.

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Adjusted Price = \$3,655,752.09

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**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 Used</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

1/26/09 Comments - The Contractor continues watering the project for establishment of grass growth. Final project acceptance is on hold pending the establishment of vegetation.

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

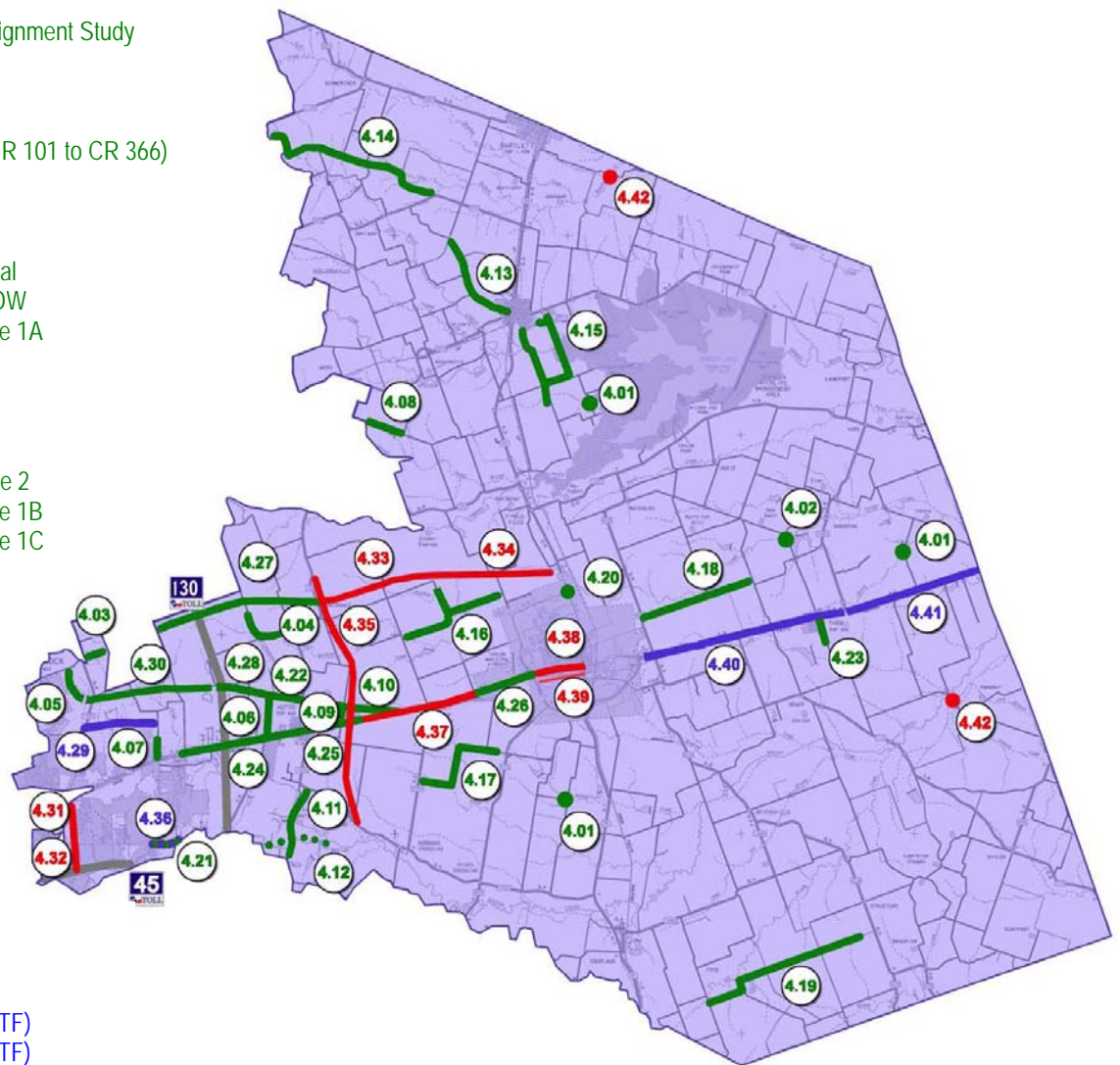
## COMMISSIONER MORRISON

### 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)
- 4.37 US 79 Section 3 (PTF)
- 4.38 BUS 79/2<sup>nd</sup> Street Improvements
- 4.39 BUS 79 Drainage Improvements
- 4.42 Bridge Replacements Phase 2B (CR 351 & CR 434)



### Under Construction

- 4.29 CR 113
- 4.36 Gattis School Road
- 4.41 US 79 Section 5B (PTF)
- 4.40 US 79 Section 5A (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

1/26/09 Comments - The Contractor continues watering on project for establishment of grass. Final project acceptance is on hold pending the establishment of vegetation.

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.

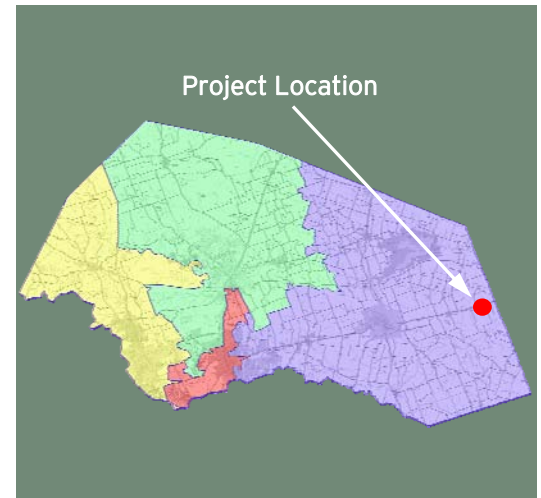
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	10/17/2008	17,888.18	17,888.18

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



## JANUARY 2009 IN REVIEW

**1/5/2009** - JC Evans continues embanking material on the east end and lime treatment of subgrade on the west end of project for the proposed westbound lanes. AT&T is in the process of relocating their lines along the North side of ROW and expected to complete the work by 12/31/08.

**1/12/2009** - JC Evans continues to process and finish of lime cured subgrade on the proposed WB lanes. Continuing placement of flex base on the proposed WB lanes starting on the west end of project. The Contractor set CTB (concrete traffic barrier) along the outside edge of the WB lanes for the construction of the cast-in-place box culvert #10.

**1/19/2009** - The first lift of flex base is being processed, starting on the west end of project. Begin formwork for construction of the cast-in-place box culvert #10.

**1/26/2009** - JC Evans continues to process and finish lime cured subgrade on the east end of project for the proposed westbound lanes. Flex base is being processed and JC Evans is beginning placement of the second lift, starting on the west end of project. Formwork continues on the cast-in-place box culvert #10, with the bottom slab and wing footings scheduled to be poured on 01/26/09.



Design Engineer: LAN  
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	7/3/2010		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>% (\$)</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
5	11/1/2008	11/30/08	20	\$473,119.00	\$2,647,846.87	\$0.00	\$0.00	16	20	\$0.00	\$0.00
6	12/1/2008	12/31/08	24	\$147,566.05	\$2,795,412.92	\$0.00	\$0.00	16	24	\$0.00	\$0.00

Change Order NumberApprovedCost This COTotal CO

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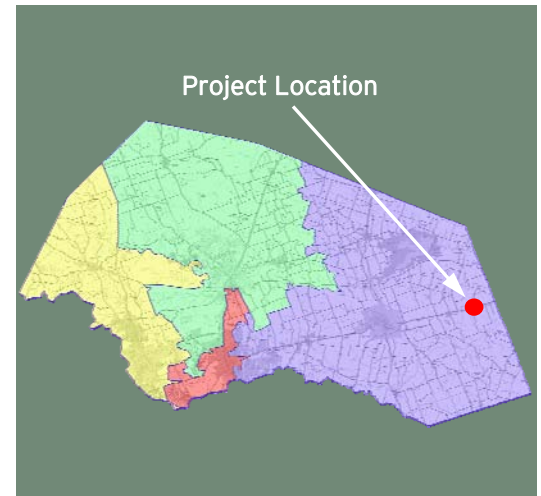
01/23/2009

25,000.00

25,000.00

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. 1A: Design Error or Omission. Incorrect PS&E. This change order revises Bid Item #48 from 467-2303 SET (TY II)(24 IN)(CMP)(6:1)(P) to 467-2288 SET (TY II)(24 IN)(RCP)(6:1)(P).

Adjusted Price = \$17,011,053.49



## PASS THROUGH FINANCING PROJECT US 79, SECTION 5A

(East of Taylor to FM 1063)

Project Length: 6.1 Miles

Roadway Classification: Major Arterial

Roadway Section: Four-lane Divided with Shoulders

Structures: Bridge Class Culverts

Project Schedule: January 2009 - May 2011

Estimated Construction Cost: \$20 Million



## JANUARY 2009 IN REVIEW

**1/12/2009** - The pre-construction meeting was held on 1/9/09. Notice to Proceed will be issued on 1/12/09 with time charges beginning on 1/27/09. A pre-activity meeting for barricades was held at 10:00 AM on 1/12/09, with placement of barricades to follow. Removal of Threadgill house is on-going. The Oncor relocation is on track to finish early.

**1/19/2009** - The field office is being set up and fencing of the yard area is on-going while equipment is being moved to jobsite.

**1/26/2009** - Hunter is excavating and embanking on the proposed westbound lanes, starting at FM 1063 on the east end of project and working toward Thrall. Hunter will begin placement of storm sewer pipe near Thrall this week. A lane closure will be rescheduled to install a drainage structure across the roadway.



Design Engineer: Jacobs  
Contractor: Hunter Industries  
Construction Inspection: Huitt~Zollars

Williamson County  
Pass Through Financing Program



PRIME  
STRATEGIES,  
INC.

**PASS THROUGH FINANCING: US 79, Section 5A (East of Taylor to FM 1063)**  
**Project No. 08WC619 TxDOT CSJ: 0204-04-040**

Original Contract Price = \$20,021,693.92

<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>
10/29/2008	11/18/2008	1/12/2009	1/27/2009	5/20/2011		593	0	593

<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>
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Adjusted Price = \$20,021,693.92

## SH 29 Bypass PSA-Kennedy Consulting Commissioners Court - Regular Session

**Date:** 02/03/2009  
**Submitted By:** Marie Walters, Road Bond  
**Department:** Road Bond  
**Contract Oversight:**  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and consider approving Kennedy Consulting, Ltd. Professional Service Agreement (PSA) for the SH 29 Bypass (Georgetown Reliever Route) Road Bond Project.

#### Background

### Fiscal Impact

From/To	Acct No.	Description	Amount
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### Attachments

Link: [SH 29 Bypass PSA Kennedy Consulting](#)

### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	01/26/2009 10:08 AM	APRV
2	Jim Gilger	Jim Gilger	01/26/2009 10:59 AM	APRV
3	County Judge Exec Asst. Wendy Coco		01/26/2009 11:03 AM	APRV

Form Started By: Marie Walters  
 Started On: 01/23/2009 06:49 PM  
 Final Approval Date: 01/26/2009

Contract No. Kennedy Consulting - SH 29 Bypass

### Checklist

#### Prior to Initiation of Work

- ☒ Signed and Executed Agreement
- ☒ Scope of Services – Appendix A
  - ☒ Exhibit A – Services to be provided by County
  - ☒ Exhibit B – Services to be provided by Engineer
  - ☒ Exhibit C – Work Schedule
  - ☒ Exhibit D – Fee Schedule
- ☒ Production Schedule – Exhibit IV
- ☒ Hourly Rates of Engineer – Exhibit II
- ☒ Work Authorization - Attachment A to Exhibit I
  - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☒ Data to be provided to Engineer by County
  - ☐ Plans
  - ☐ Maps
  - ☐ Studies
  - ☐ Reports
  - ☐ Field Notes
  - ☐ Statistics
  - ☐ Computations
  - ☐ Other: Discussed in Exhibit A
- ☐ Engineers Qualification Statement – Appendix B - RFP/Interview process
- ☐ Insurance
  - ☒ Worker's Compensation
  - ☒ Commercial General Liability Insurance
  - ☒ Automobile Liability Insurance
  - ☒ Professional Liability Errors and Omissions Insurance
  - ☐ Self Insurance Documentation
  - ☒ Insurance Certificates for Subcontractors and/or Sub-consultants
  - ☐ Approval of Insurance by County

#### Course of Work

- ☐ Original Engineering Work Product submittal
- ☐ "Completed" Engineering Work Product
- ☐ "Accepted" Engineering Work Product
- ☐ Modifications and/or Changes for Approval of Engineering Work Product
- ☐ "Approved" Engineering Work Product
- ☐ Revisions to Work Product
- ☐ Seal of Endorsement on all Engineering Work Product
- ☐ Data necessary for applications or documentation for permits and/or grants to be provided by Engineer to County

Contract No. \_\_\_\_\_

**Notices (as applicable)**

- ☐ Notice of Suspension
- ☐ Notice of Reinstatement
- ☐ Notice of Termination
- ☐ Notice of Staffing Changes
- ☐ Written Report of Accident

**Documentation for Payment**

- ☒ Internal Revenue Form W-9
- ☐ Invoice for Services Rendered
  - ☐ Supporting Documentation
  - ☐ Report of Completion Percentage
- ☐ Invoice for Reimbursables
  - ☐ Proof of prior payment by Engineer of Reimbursables

Contract No. Kennedy Consulting - 29 Bypass



**PROFESSIONAL SERVICES AGREEMENT**

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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 Kennedy Consulting, Ltd. (the "**Engineer**").

WHEREAS, **County** proposes to obtain an FEIS Record of Decision;

WHEREAS, **County** desires to obtain professional services for The SH 29 Georgetown Reliever Route (the "**Project**");

WHEREAS, **Engineer** 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 **Engineer** agree to the performance of the professional services by **Engineer** and the payment for these services by **County** as set forth herein.

**Section I**  
**Employment of the Engineer**

**County** agrees to employ **Engineer** and **Engineer** agrees to perform professional engineering 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 Engineer**

- A. In consideration of the compensation herein provided, **Engineer** shall perform professional engineering services for the **Project**, which are acceptable to the **County Judge**, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. **Engineer** shall also serve as **County's** professional engineer in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **Engineer's** services.
- B. **Engineer** shall not commence work until **Engineer** 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 **Engineer** 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 **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** 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, **Engineer** 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 **Engineer** of the work described in the Scope of Services, **County** shall pay and **Engineer** 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 **Engineer** 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 **Engineer** 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 **Engineer's** services as basic or additional services under this agreement, the decision of the **County Judge** shall be final and binding on **Engineer**.

### Section IV Period of Service

- A. **Engineer** 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. **Engineer** shall complete all design work as described in the Scope of Services within 1460 calendar days from receipt by **Engineer** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services. 
- C. Neither **Engineer** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Engineer's** or **County's** reasonable control. Upon the discovery of such an event, **Engineer** 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 **Engineer** of written Notice of Reinstatement from **County**. **Engineer**, 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 **Engineer's** services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Engineer** 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 engineering 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 **Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Engineer'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. **Engineer** 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 **Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Engineer** shall be liable for any additional costs incurred by **County**.
- F. **Engineer** 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, **Engineer** agrees that one-hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Engineer** for every day that **Engineer** 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 engineering 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 engineering 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 engineering 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 **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **Engineer** 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. **Engineer** 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 **Engineer** 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. **Engineer** shall have the responsibility at all times under the terms of this Agreement to advise **County** whether in **Engineer's** judgment it is feasible to proceed with the recommendations given any constraints affecting the **Project**.
- E. **Engineer** shall cooperate and coordinate with **County's** staff, and other engineers and contractors as reasonable and necessary and as required by the **County Judge**.

#### Section VI Review of Work Product

- A. **Engineer's** engineering work product will be reviewed by **County** under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by **Engineer** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering 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 engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product submitted to **County** shall be determined by **County** within thirty (30) days of such submittal and **County** shall notify **Engineer** 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 **Engineer** and **County's** technical review process will begin.
- D. If the submission is incomplete, **County** shall notify **Engineer**, 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 **Engineer**, 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, **Engineer** 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 engineering work products, **Engineer** shall without additional compensation perform any work required as a result of **Engineer's** development of the products which is found to be in error or omission due to **Engineer's** negligence. However, any work required or occasioned for the convenience of **County** after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of **Engineer's** work products as complete, accepted, or approved under this Agreement, the decision of the **County Judge** shall be final and binding on **Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

#### **Section VII** **Revision to Work Product**

**Engineer** 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 **Engineer** shall entitle **Engineer** to additional compensation for such extra services and expenses, provided however, that **Engineer** 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 **Engineer's** development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by **Engineer** to revise the plans in order to make the **Project** constructible, **Engineer** shall do so without additional compensation. In the event of any dispute over the classification of **Engineer's** services as Basic or Additional Services under this Agreement, the decision of the **County Judge** shall be final and binding on **Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

#### **Section VIII** **Engineer's Responsibility and Liability**

- A. **Engineer** 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, **Engineer** shall inform **County** of such event within five working days.
- B. **Engineer** 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 *Engineer* 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 *Engineer*.
- D. **ENGINEER 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 ENGINEER OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* 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 *Engineer* 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 *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the 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. *Engineer* 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. **Engineer** is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of **Engineer** 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 **Engineer** 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 **Engineer** retaining a copy.
- B. Any reuse by **Engineer** of any such documents described in subsection A above, without the specific written consent of **County** shall be at **Engineer's** sole risk and without liability or legal exposure to **County**. Should **Engineer** be terminated, **Engineer** 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 **Engineer**, or Surveyor, as applicable, as specified by professional standards.
- C. **Engineer** 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 engineers and contractors, without the specific written consent of **Engineer**. 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. **Engineer** 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. **Engineer** 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 **Engineer**, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Engineer** agrees that **County** shall have access during normal working hours to all necessary **Engineer** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. **County** shall give **Engineer** reasonable advance notice of intended audits.

- C. **Engineer** 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. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** 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.** **Engineer** 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 Engineer.** **Engineer** certifies that neither **Engineer** nor any members of **Engineer'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 **Engineer**) 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 **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

**Engineer** 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:

ENGINEER: J. Kevin Kennedy, P.E.  
Kennedy Consulting, Ltd.  
204 South IH 35, Suite 101  
Georgetown, Texas 78628

COUNTY: Williamson County Judge  
Dan 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: ~~Mike Snare, P.E.~~ *James Klotz, PE*

and to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- F. **Insurance Requirements.** **Engineer** 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 *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* 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 *Engineer* 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 *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* 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.** *Engineer* shall provide to *County Judge* upon submittal of *Engineer'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.** *Engineer* 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 *Engineer* 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 *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The *Engineer* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Engineer*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Engineer's* performance of work under this Agreement.

- M. **Definition of Engineer.** The term "**Engineer**" 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 **Engineer** is a Limited Partnership, 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 (31<sup>st</sup>) 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 **Engineer**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Engineer** 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 **Engineer** 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 **Engineer**. 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 \_\_\_\_\_, 2009.

THE ENGINEER:

Kennedy Consulting, Ltd.

BY: \_\_\_\_\_

J. Kevin Kennedy  
President of G.P.

WILLIAMSON COUNTY:

BY: \_\_\_\_\_

Honorable Dan A. Gattis  
Williamson County Judge

Reviewed as to Form By: \_\_\_\_\_

Assistant County Attorney

Funds Verified By: \_\_\_\_\_

County Contracts  
Management Auditor

OK  
mg 1/22/09

## 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 \$1,778,706.37. ✓
- 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 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

#### SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Engineer* 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 *Engineer* 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 *Engineer* 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 *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this 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 *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in completion of the Work Authorization. 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 **Engineer** 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 **Engineer** 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, **Engineer** shall not be compensated for work made necessary by **Engineer's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$2,000,000.00, 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, **Engineer** 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 **Engineer**.

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 Kennedy Consulting, Ltd. (*the "Engineer"*).

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

Preliminary environmental and engineering services resulting in draft study area and EIS approach plan for the State Highway (SH) 29 Georgetown Reliever Route.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$740,202.45.

**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 January 31, 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.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ENGINEER:  
Kennedy Consulting, Ltd.

By: J. Kevin Kennedy  
Signature

J. Kevin Kennedy  
Printed Name

President of G.P.  
Title

COUNTY:  
Williamson County, Texas

By: \_\_\_\_\_  
Signature

Honorable Dan A. Gattis  
Printed Name

Williamson County Judge  
Title

OK  
m 1/22/09

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

**EXHIBIT II  
HOURLY RATES**

Contract #

FIRM NAME:		Kennedy Consulting, Ltd.
Labor/Staff Classification	2009 Fully-Burdened Labor Rates	
	Per Hour	
Project Manager	\$	190.00
Senior Professional 2	\$	170.00
Senior Professional 1	\$	145.00
Professional 2	\$	115.00
Professional 1	\$	90.00
Admin/Clerical	\$	65.00
Annual salary escalation rate beyond 2009:		3.00%

**EXHIBIT II  
HOURLY RATES**

Contract #

FIRM NAME: <u>Kennedy Consulting, Ltd.</u>		
<b>DIRECT EXPENSES</b>		
<b>Type</b>	<b>Unit</b>	<b>Billing Amount</b>
CADD Time	hour	\$20.00
Mileage	mile	current state rate
Postage	each	at actual cost
Overnight Mail - letter size	each	at actual cost
Overnight Mail - oversized box	each	at actual cost
Courier Services	each	at actual cost
Outside Printing - Reports/Exhibits	each	at actual cost
Miscellaneous Outside Services or Subconsultants	each	at actual cost

Note: Documentation such as receipts or usage logs for direct expenses will be provided with each invoice.

**EXHIBIT II  
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		Aerial Data Service of Texas, LLC
Labor/Staff Classification	<b>2009 Fully-Burdened Labor Rates</b>	
	<b>Per Hour</b>	
Project Manager	\$	189.27
Pilot	\$	111.15
Aerial Photographer	\$	77.26
Aerotriangulation Specialist	\$	78.56
Certified Photogrammetrist	\$	134.60
Compilation Specialist	\$	63.43
CAD Technician	\$	75.41
Orthophoto Specialist	\$	94.75
Photo Lab / Aerial Scan Technician	\$	72.40
	\$	-
Annual salary escalation rate beyond 2009:		3.00%

**EXHIBIT II  
HOURLY RATES**

Contract #

SUBPROVIDER NAME: <u>Aerial Data Service of Texas, LLC</u>		
<b>DIRECT EXPENSES</b>		
<b>Type</b>	<b>Unit</b>	<b>Maximum Cost</b>
Mileage	mile	current state rate
Postage	each	at actual cost
Overnight Mail - letter size	each	at actual cost
Overnight Mail - oversized box	each	at actual cost
Aerial Photography		
Mobilization	each	\$ 300.00
Cross-Country Miles	mile	\$ 4.30
Flight Line Miles	mile	\$ 23.48
Turn Miles	mile	\$ 4.30
Exposures (B&W)	each	\$ 6.62
Exposures (Color)	each	\$ 25.00
Materials		
Contact Prints	each	\$ 4.00
Diapositives	each	\$ 9.45
Miscellaneous Outside Services or Subconsultants	each	at actual cost

Note: Documentation such as receipts or usage logs for direct expenses will be provided with each invoice.

**EXHIBIT II  
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		Baker-Aicklen & Associates, Inc.
<b>Labor/Staff Classification</b>	<b>2009 Fully-Burdened Labor Rates</b>	
	<b>Per Hour</b>	
Senior Registered Professional Surveyor	\$	175.00
Survey/GIS Technician	\$	120.00
Survey/GIS Asst.	\$	90.00
Senior Subsurface Utility Engineer	\$	195.00
One-Man GPS Crew	\$	75.00
Two-Man Survey Crew	\$	125.00
Three-Man Survey Crew	\$	165.00
Four-Man Survey Crew	\$	205.00
Admin/Clerical	\$	60.00
	\$	-
	\$	-
<b>Annual salary escalation rate beyond 2009:</b>		<b>3.00%</b>

**EXHIBIT II  
HOURLY RATES**

Contract #

SUBPROVIDER NAME: <u>Baker-Aicklen &amp; Associates, Inc.</u>		
<b>DIRECT EXPENSES</b>		
Type	Unit	Maximum Cost
Mileage	mile	current state rate
Postage	each	at actual cost
Overnight Mail - letter size	each	at actual cost
Overnight Mail - oversized box	each	at actual cost
Courier Services	each	at actual cost
Outside Printing - Reports/Exhibits	each	at actual cost
Miscellaneous Outside Services or Subconsultants	each	at actual cost

Note: Documentation such as receipts or usage logs for direct expenses will be provided with each invoice.

**EXHIBIT II  
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		<u>Blanton &amp; Associates, Inc.</u>
Labor/Staff Classification	2009 Fully-Burdened Labor Rates	
	Per Hour	
Labor Categories		
Senior Project Manager	\$	150.00
Deputy Project Manager	\$	125.00
Assistant Project Manager	\$	110.00
Senior Biologist/Planner, Senior Archeologist, Senior Historian	\$	95.00
Biologist Tech II/Environmental Planner II, Archeologist	\$	80.00
Biologist Tech I/Environmental Planner I, Archeology Tech II	\$	65.00
GIS Analyst III	\$	85.00
GIS Analyst I	\$	60.00
Technical Editor,Project Administrator,Clerical	\$	54.00
Annual salary escalation rate beyond 2009:		3.00%

**EXHIBIT II  
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		<u>Blanton &amp; Associates, Inc.</u>
<b>DIRECT EXPENSES</b>		
<b>Type</b>	<b>Unit</b>	<b>Maximum Cost</b>
Mileage	mile	current state rate
Postage	each	at actual cost
Overnight Mail - letter size	each	at actual cost
Overnight Mail - oversized box	each	at actual cost
Courier Services	each	at actual cost
Outside Printing - Reports/Exhibits	each	at actual cost
Backhoe and Operator Rental	each	at actual cost
Dry Mounting for Display Boards	each	at actual cost
8.5 x 11 B&W in house copies	each	\$0.10
8.5 x 11 Color in house copies	each	\$0.50
11x17 B&W in house copies	each	\$0.30
11X17 Color in house copies	each	\$1.00
Miscellaneous Outside Services or Subconsultants	each	at actual cost

Note: Documentation such as receipts or usage logs for direct expenses will be provided with each invoice.

**EXHIBIT II  
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		Cox McLain Environmental Consulting, Inc.	
		<b>2009 Fully-Burdened Labor Rates</b>	
<b>Labor/Staff Classification</b>		<b>Per Hour</b>	
Sr. Environmental Scientist II		\$	149.50
Sr. Environmental Scientist I		\$	120.75
Environmental Professional II		\$	100.63
Environmental Professional I		\$	86.25
Environmental Staff II		\$	71.88
Environmental Staff I		\$	63.25
Environmental Tech II		\$	51.75
Environmental Tech I/Admin/Clerical		\$	44.56
		\$	-
		\$	-
Annual salary escalation rate beyond 2009:		3.00%	

**EXHIBIT II  
HOURLY RATES**

Contract #

SUBPROVIDER NAME: <u>Cox McLain Environmental Consulting, Inc.</u>		
<b>DIRECT EXPENSES</b>		
<b>Type</b>	<b>Unit</b>	<b>Maximum Cost</b>
Mileage	mile	current state rate
Postage	each	at actual cost
Overnight Mail - letter size	each	at actual cost
Overnight Mail - oversized box	each	at actual cost
Courier Services	each	at actual cost
Outside Printing - Reports/Exhibits	each	at actual cost
Trimble GPS Rental	day	at actual cost
Miscellaneous field supplies	each	at actual cost
In-house copying (B&W, 8.5x11)	each	\$0.10
In-house copying (B&W, 11x17)	each	\$0.25
In-house copying, color (8.5x11)	each	\$1.00
In-house copying, color (11x17)	each	\$1.50
Miscellaneous Outside Services or Subconsultants	each	at actual cost

Note: Documentation such as receipts or usage logs for direct expenses will be provided with each invoice.

**EXHIBIT II  
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		<u>Engineering Management Services</u>	
		<b>2009 Fully-Burdened Labor Rates</b>	
<b>Labor/Staff Classification</b>		<b>Per Hour</b>	
P.E. CVS (Professional Engineer, Certified Value Specialist)		\$	153.79
		\$	-
		\$	-
		\$	-
		\$	-
Admin/Clerical		\$	40.12
		\$	-
		\$	-
		\$	-
		\$	-
Annual salary escalation rate beyond 2009:		3.00%	

**EXHIBIT II  
HOURLY RATES**

Contract #

SUBPROVIDER NAME: <u>Engineering Management Services</u>		
<b>DIRECT EXPENSES</b>		
<b>Type</b>	<b>Unit</b>	<b>Maximum Cost</b>
Mileage	mile	current state rate
Postage	each	at actual cost
Overnight Mail - letter size	each	at actual cost
Overnight Mail - oversized box	each	at actual cost
Courier Services	each	at actual cost
Outside Printing - Reports/Exhibits	each	at actual cost
Out of Town Travel Expenses	each	at actual cost
Miscellaneous Outside Services or Subconsultants	each	at actual cost

Note: Documentation such as receipts or usage logs for direct expenses will be provided with each invoice.
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**EXHIBIT II  
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		INLAND GEODETICS, LP
<b>Labor/Staff Classification</b>	<b>2009 Fully-Burdened Labor Rates</b>	
	<b>Per Hour</b>	
Survey Project Manager	\$	125.00
RPLS/Project Supervisor	\$	114.00
Survey Technician/GPS Technician	\$	85.00
2 Man Survey Crew	\$	125.00
3 Man Survey Crew	\$	150.00
4 Man Survey Crew	\$	171.00
Flagger	\$	28.00
Field Coordinator	\$	80.00
Admin/Clerical	\$	46.00
Annual salary escalation rate beyond 2009:		3.00%

**EXHIBIT II  
HOURLY RATES**

Contract #

SUBPROVIDER NAME: <span style="float: right;"><u>INLAND GEODETICS, LP</u></span>		
<b>DIRECT EXPENSES</b>		
<b>Type</b>	<b>Unit</b>	<b>Maximum Cost</b>
GPS Receiver	unit/hour	\$10.00
Additional Vehicle	day	\$65.00
ATV (All Terrain Vehicle)	day	\$65.00
Mileage	mile	current state rate
Postage	each	at actual cost
Overnight Mail - letter size	each	at actual cost
Overnight Mail - oversized box	each	at actual cost
Courier Services	each	at actual cost
Outside Printing - Reports/Exhibits	each	at actual cost
Miscellaneous Outside Services or Subconsultants	each	at actual cost
Note: Documentation such as receipts or usage logs for direct expenses will be provided with each invoice.		

**EXHIBIT II  
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		<u>Woodruff Geologic Consulting Inc.</u>	
Labor/Staff Classification	2009 Fully-Burdened Labor Rates		
	Per Hour		
Consulting Geologist	\$	160.00	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
	\$	-	
Annual salary escalation rate beyond 2009:		3.00%	

## EXHIBIT II

### HOURLY RATES

Contract #

[illegible]

Note: Documentation such as receipts or usage logs for direct expenses will be provided with each invoice.

**EXHIBIT II  
HOURLY RATES**

Contract #

SUBPROVIDER NAME:		<u>Wilbur Smith Associates</u>
<b>Labor/Staff Classification</b>	<b>2009 Fully-Burdened Labor Rates</b>	
	<b>Per Hour</b>	
Principal Engineer/Technical Manager	\$	210.00
Principal Planner	\$	180.00
Senior Engineer/Planner/Tech Specialist	\$	150.00
Engineer/Technical Specialist	\$	120.00
Senior CADD/GIS Specialist	\$	120.00
Graduate Engineer/Planner	\$	105.00
Junior CADD/GIS Specialist	\$	90.00
Project Administrator	\$	65.00
Admin/Clerical	\$	50.00
<b>Annual salary escalation rate beyond 2009:</b>		<b>3.00%</b>

**EXHIBIT II  
HOURLY RATES**

Contract #

SUBPROVIDER NAME: <u>Wilbur Smith Associates</u>		
<b>DIRECT EXPENSES</b>		
Type	Unit	Maximum Cost
Mileage	mile	current state rate
Toll Charges	each	at actual cost
Postage	each	at actual cost
Overnight Mail - letter size	each	at actual cost
Overnight Mail - oversized box	each	at actual cost
Courier Services	each	at actual cost
Outside Printing - Reports/Exhibits	each	at actual cost
Out of Town Travel Expenses	each	at actual cost
Miscellaneous Outside Services or Subconsultants	each	at actual cost

Note: Documentation such as receipts or usage logs for direct expenses will be provided with each invoice.

**EXHIBIT III**

**COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ***Engineer*** 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 ***Engineer*** 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 ***Engineer'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. *Engineer* 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 *Engineer* shall not be included within the days allowed for completion.

**EXHIBIT V**

**PROCEDURES FOR TERMINATION OR SUSPENSION**

Procedures for *Engineer* 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, *Engineer* 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, *Engineer* 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 *Engineer* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Engineer* 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, *Engineer* 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 *Engineer* unless requested by *County*.
2. During the period of suspension, *Engineer* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

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

1. In the event that **Engineer** exercises such right to terminate, within thirty (30) days after receipt by **County** of **Engineer's** Notice of Termination, **Engineer** 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 **Engineer** for approved services actually performed under this Agreement, less previous payments.
3. Failure by **Engineer** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Engineer** of any and all rights or claims to collect the fee that **Engineer** may rightfully be entitled to for services performed under this Agreement.

**EXHIBIT VI**

**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** 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. **Engineer** 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. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Engineer** 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 **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **Engineer** 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**, **Engineer** 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. **Engineer** 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 **Engineer'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 **Engineer** 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. **Engineer** 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. **Engineer** 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 **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** 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, *Engineer* 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 per occurrence and \$2,000,000 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 per occurrence and \$1,000,000 in the aggregate. *Engineer* 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 \$3,000,000.
- E. In the event *Engineer* is self-insured in connection with any or all of the above-required insurance policies, *Engineer* 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.

*Engineer* 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*. *Engineer* 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 *Engineer* 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. *Engineer* shall furnish *County* with a certification of coverage issued by the insurer. *Engineer* shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR NON-RENEWED 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 *Engineer*, 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.

**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 ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING 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.

**SH 29 Georgetown Reliever Route, Work Authorization #1  
Williamson County, Texas**

The project scope involves performing preliminary environmental and engineering services resulting in draft study area and EIS approach plan for the State Highway (SH) 29 Georgetown Reliever Route.

The project would extend from existing SH 29 west of Georgetown eastward across, IH 35, SH 130 and connect to SH 29 east of Georgetown. The study is being sponsored by Williamson County and the City of Georgetown.

The scope of services to be provided by the County includes the following tasks:

**Informational Services by County**

- Assist Engineer in obtaining property owner information from Williamson Co. Appraisal District
- Provide available copies of associated studies and coordination with ongoing related county projects

**Coordination Services by County**

- Assist Engineer in obtaining property rights-of-entry for environmental and ground surveys
- Post and Maintain project information on the County website
- Review Engineer work progress, schedules, reports, preliminary/detailed plans, environmental documentation, and cost estimates
- Support project development with stakeholders such as agencies and the private sector

**SH 29 Georgetown Reliever Route, Work Authorization #1  
Williamson County, Texas**

The scope of services to be provided by Kennedy Consulting, Ltd. (the Engineer) involves performing preliminary environmental and engineering services resulting in draft study area and EIS approach plan for the State Highway (SH) 29 Georgetown Reliever Route.

The project would extend from existing SH 29 west of Georgetown eastward across, IH 35, SH 130 and connect to SH 29 east of Georgetown. The study is being sponsored by Williamson County and the City of Georgetown.

This scope of services includes the following tasks:

**TASK 1 – PROJECT MANAGEMENT AND COORDINATION**

**1.1 – General Project Management**

The Engineer will be responsible for directing and coordinating all activities associated with the study.

**1.2 – Project Management Plan (PMP)**

A PMP will be prepared to identify work organization, responsibilities, and coordination and communication procedures. The Engineer will incorporate: services to be provided by City/County (Exhibit A), services to be provided by the Engineer (Exhibit B), the project schedule (Exhibit C, sub-task 1.4) and a fee schedule (Exhibit D) into the PMP. It will also contain the public involvement plan and activities, tentative meeting and deliverable dates, and contact information of study team members.

**Deliverable**

- Project Management Plan (2 bound copies and 1 CD)

**1.3 – Study Progress Reports, Invoices, and Billings**

The Engineer will prepare monthly progress reports. Invoices for all work completed during the period will be submitted monthly for work performed by the Engineer and all subconsultants. Monthly progress reports will include:

- Activities, ongoing or completed, during the reporting period
- Activities planned for the following month
- Problems encountered and actions to remedy them

**Deliverables**

- Monthly progress report (3 copies)
- Monthly invoice and billings (3 copies)

**1.4 – Project Documentation/Administrative Record**

The Engineer will be responsible for maintaining the administrative record including records of meetings, project information, and correspondence related to decision-making for the project.

**Deliverable**

- Project files at the end of the contract (1 copy)

**1.5 – Project Schedule**

The Engineer will prepare a schedule indicating tasks, dates, deliverables, and review periods. The schedule will be in a format which depicts the order and interdependence of the various tasks, subtasks and deliverables for each task identified herein.

**Deliverable**

- Schedule (2 copies)

**1.6 – Subconsultant Management**

The Engineer will prepare subcontracts for subconsultants; monitor subconsultant staff activities and adherence to schedules; and review and recommend approval of subconsultant invoices. Subconsultant progress reports and invoices will be incorporated into the monthly progress report in accordance with Subtask 1.3.

**1.7 – Quality Assurance/Quality Control**

The Engineer will provide continuous quality assurance and quality control throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for study activities.

**TASK 2 – PROJECT INITIATION****2.1 – Project Kick-Off Meeting**

The Engineer will conduct a meeting with the City/County and the Texas Department of Transportation (TxDOT) after receiving a notice to proceed and prior to performing any engineering or environmental work to establish and agree on the study's fundamental aspects and concepts and to officially establish the project approach.

**Deliverable**

- Kick-off Meeting Minutes (2 copies)

**2.2 – Draft Project Coordination Plan**

SAFETEA-LU requires that the lead agencies establish a plan for coordinating public and agency participation and comment during the environmental review process. The purposes of the coordination plan are to facilitate and document the lead agencies' structured interaction with the public and other agencies and to inform them of how the coordination will be accomplished. In anticipation of the NEPA and SAFETEA-LU requirements (beginning in Work Authorization 2), the ENGINEER shall prepare the Draft Coordination Plan for the SH 29 project to:

- Identify cooperating and participating agencies;
- Outline how the lead agencies will divide the responsibilities for compliance with the various aspects of the environmental review process, such as the issuance of invitations to participating agencies;
- Outline how the lead agencies will provide opportunities for input from the public and other agencies, in accordance with applicable laws, regulations, and policies. The plan also will identify coordination points;
- Establish a process for ongoing coordination;
- Establish a schedule of milestones; and
- Identify which persons, organizations, or agencies should be included for each coordination point, as well as timeframes for input by those persons, organizations, and agencies.

The ENGINEER shall make the Draft Coordination Plan available for review and comment from the County, City, TxDOT Austin District, and TxDOT ENV. Their comments shall be incorporated into the Draft Coordination Plan. A Final Coordination Plan will be prepared in coordination with FHWA during WA#2.

For Scoping purposes, up to five (5) revisions are assumed to the Draft Coordination Plan to address comments received from the County, City, TxDOT Austin District, and TxDOT ENV.

Deliverable

- Draft Coordination Plan (2 copies)

**TASK 3 – CONCEPTUAL APPROACH**

**3.1 – Draft Need and Purpose**

The Engineer will develop a draft need and purpose statement for use in early project development. This will include factors such as traffic and capacity, safety, socio-economic impacts, community interest, mobility and planned development. The draft need and purpose statement will be used to define a preliminary study area, identify goals and objectives of the SH 29 Reliever Route, and be used as the foundation for the EIS study.

Deliverable

- Draft Need and Purpose (2 copies)

**3.2 – Transportation Conditions**

The Engineer will identify existing travel patterns and transportation conditions within the study area, including characteristics of current highway facilities (such as number of travel lanes, cross sections, functional classification, traffic control and control of access), existing traffic volumes, levels-of-service (LOS), major origins and destinations, vehicle miles and hours of travel, average travel speeds, traffic composition (percent trucks), percent peak hour traffic of total daily traffic, and historic traffic growth. Specifically, the Engineer will collect and analyze the following data:

- Pertinent existing roadway inventory including number of lanes, roadway and ROW widths
- Historic, current, and forecasted traffic volumes
- Pertinent previously completed transportation studies
- Existing travel demand patterns and characteristics such as vehicle classifications (percent trucks), peak period direction distributions and K-factor, AM and PM peak hour factors, origin-destinations, vehicle occupancies, etc.
- Roadway functional classifications (arterial, collector, etc.)
- Most current Transportation Plans from TxDOT, CAMPO, the County and City to include committed improvements and travel demand forecasts
- Pertinent data on existing and planned major transportation facilities
- Base year traffic profiling includes identifying network deficiencies and the contributing factors to those deficiencies. Factors which contribute to roadway deficiencies can include the amount of traffic compared to the existing capacity, mix of traffic, congested travel times, and distribution of trips. The traffic model developed will be used to conduct a base year traffic assignment. The results of the assignment are summarized and a base line traffic profile of SH-29 and will be developed.
- Forecast year traffic profiling. Using the traffic model developed, conduct a forecast year traffic assignment for the existing + committed network. The results of the assignment are summarized and a forecast base line traffic profile of SH-29 and will be developed.

Deliverable

- SH 29 Traffic Profile Report. The purpose of this report is to document in an easily understood report, the changes in performance and development over time for the SH 29 facility and study area. The goal of this report is to be able to demonstrate to the public the forecasted deficiencies and contributing factors to those deficiencies if there are no improvements to be made. This profile is also designed to be used to measure the effectiveness of proposed improvements during the alternatives analysis stage of the project.
- Technical memo describing existing traffic count and historical traffic growth trends
- GIS Line layer and Map depicting traffic count locations and traffic count data
- Technical memo summarizing earlier model forecasts and forecasts developed for this study. The memo will provide insight to factors contributing to any differences between the various studies.
- Excel spreadsheet containing recommended committed projects, timing of those projects, and attributes (lanes, functional class, speed, capacity, jurisdiction and termini). This database will be used to develop the forecast networks to be used in evaluating the reasonable alternatives in later tasks.
- Develop options and schedule implications for model request and craft CAMPO model request memo based on chosen option.

**3.3 – Describe Conceptual Proposed Action**

The Engineer will develop a description of the proposed action to address the project's need and purpose statement. This description will include existing and proposed typical sections which will help define the range of concepts that may be considered prudent given the goals and objectives and overall constraints.

Deliverable

- Draft description of Proposed Action (2 copies)

**TASK 4 – PRELIMINARY STUDY AREA DETERMINATION AND EVALUATION****4.1 – Team Meetings**

The Engineer will organize and conduct up to three (3) study team meetings, with attendees including the Engineer's staff members (a total of eight (8) team members) and County, City, and TxDOT representatives. The study team will meet to discuss the technical development of the study; establishment of study goals and objectives; evaluation criteria and measures of effectiveness; alternatives development and analysis; screening/evaluation process; and (ultimately) the selection of the recommended preferred alternative.

**4.2 – Criteria and Measures of Effectiveness**

A set of criteria will be developed to assist in evaluating corridor alternatives. The evaluation will consist of three levels of screening to include: an initial level of screening to establish the viable corridors, a second level of comparison and refinement to identify the reasonable alternatives, and a third level of more detailed investigation and evaluation to determine the recommended alternative. The third level screening process will involve analyses incorporating evaluation categories for travel efficiency benefits and cost effectiveness (benefit-cost analysis); transportation engineering and design; environmental issues, socioeconomics, environmental; safety; multi-modal; and hydraulic factors. The Engineer, with input from the study team will establish the key issues, evaluation criteria, and measures of effectiveness for the analyses.

**4.3 – Preliminary Travel Demand Modeling**

This task is designed to establish the model foundation to be used for alternatives analysis based on the approved demographic data set and existing + committed (no-build scenario) roadway projects and to establish existing and forecast traffic profile for SH-29 for the base year and existing + committed (no-

build scenario) networks. The Engineer will obtain, review and refine the regional travel demand model to accurately reflect the existing roadway system and study area. Existing daily traffic volumes estimated by CAMPO's travel demand model will be compared to actual traffic volumes counts obtained as part of this study to determine the accuracy of the regional model in reflecting existing travel demands and the areas needing adjustment and factoring for estimating future travel demands and measures of effectiveness (MOEs).

- Determine model base year and forecast years for EIS analysis. The outcome of this task will be a decision as to what the base year and forecast years will be based on available forecast information and data and the version of the CAMPO model used. The study team will recommend the appropriate base year and forecast years for EIS analysis of alternatives
- Refine and code model traffic analysis zone (TAZ) structure within the CAMPO model.
- Link approved demographic data set to the refined zone structure.
- Refine and code model networks within the CAMPO model.
- Revise model stream (trip generation/trip distribution) based on refined zone structure and pop/emp model inputs.
- Model validation of base year model. Validation will be performed to current state of the practice as defined by NCHRP urban model validation criteria
- Prepare Draft Model Documentation Report. Document model inputs, assumptions, model architecture, and model methodology.
- Revise Draft Model Documentation Report based on comments.

#### Deliverable

- Technical memo recommending the appropriate base year and forecast years.
- TransCad model network with attributes database for base year and forecast years.
- A GIS layer will also be provided for review by those without access to TransCad.
- TransCad model TAZ structure with associated socio-economic data attributes for each zone.
- A GIS layer will also be provided for review by those without access to TransCad.
- Productions and Attractions by zone, validation report, and base year traffic assignment plots with volumes.
- Draft Model Documentation Report for review and comment.

#### **4.4 – Broad Environmental Considerations/Constraints**

Broad environmental considerations/constraints will be used to aid in initial screening of preliminary corridors. Environmental constraints will include population centers, developed areas, future planned development, public resources such as parks/recreational areas, and natural constraints such as topography, water bodies and river and stream crossings. Data for the initial screening process will be obtained from the City of Georgetown's current and future land use maps/plans, Williamson County, examination of topographic maps, and aerial photography.

#### **4.5 – Preliminary Traffic Analysis**

The objective of this task is to identify the study area limits for which a set of preliminary alternatives will meet the need and purpose of the project.

- Develop network performance threshold criteria based on traffic profile.
- Conduct geo-spatial sensitivity analysis using threshold criteria and network skimming.
- Identification of Study Area bands to the North and South of SH-29. A GIS shape file will be developed for facility location limits for use in engineering and environmental fatal flaw analysis.

##### Deliverable

- Technical memo describing the methodology of the traffic analysis

#### **4.6 – Corridor Evaluation**

The Engineer will identify and define a full range of conceptual bands or corridors. Utilizing aerial photography, travel demand models, the project's need and purpose, and previously established screening measures, the Engineer will evaluate/screen the corridors to determine viable and non-viable corridor locations.

Non-viable corridors will be eliminated in coordination with the City/County and TxDOT. A technical memorandum detailing why those corridors are not viable options shall be provided.

##### Deliverable

- Corridor Screening Memorandum

#### **4.7 – Determination of Preliminary Study Area**

The Engineer in coordination with the City/County and TxDOT will utilize the previous corridor screening to identify the preliminary study area and prepare a study area base map using current CAPCOG aerial photography.

##### Deliverable

- Preliminary Study Area and Base Map (2 copies)

#### **4.8 – Environmental Constraints within Preliminary Study Area**

Environmental constraints for the preliminary study area will be identified and documented in a two step process defined as data collection and constraints mapping. The first step will include the identification of data needs and data collection. It is expected that most data will be available in digital format for use in the creation of elements needed for the development of the constraints map. Once data needs and sources are identified, the Engineer will contact the appropriate agencies and organizations to obtain the data. Data collection may also be augmented by limited site visits from public right-of-way locations. Data collection at this phase will focus on existing, published constraints data, primarily for issues that could substantially influence project alternatives, including potential fatal flaws. Based on availability, data to be collected will include, but is not limited to:

- Available data from previous relevant studies
- Current County and City comprehensive plans including socioeconomic forecasts, land use, demographic maps and census data, building/housing occupancies, regional facilities, tourism facilities, locations of large employment and retail centers and other major developments
- Economic Development Plans from any communities, economic development corporations, chambers of commerce, etc. that maintain such.
- Land use planning information and economic trends
- CAPCOG aerial photography and contours
- Currently available information on existing and planned land use including platted subdivisions,

existing and proposed Municipal Utility Districts (MUDs) and any other special service districts in unincorporated areas, and business centers

- Zoning ordinances and official zoning maps for any entities within study area that have zoning authority
- Locations of schools, places of worship, and cemeteries in the study area
- Locations of recorded archeological, and historic resources in the study area
- Locations of Section 4(f) and 6(f) properties in the study area
- U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) maps
- State and Federal threatened and endangered species information including known locations (from TPWD NDD, Williamson County Regional HCP and USFWS)
- Karst zones
- Parks, wildlife refuges, and other governmental land holdings
- Landfills
- Texas Commission on Environmental Quality (TCEQ), Environmental Protection Agency (EPA) and hazardous materials database information
- Available geographic data files on soil and geological conditions, including quarries
- Identifying any previously recorded remnant prairies, bottomland hardwoods and/or riparian woodlands
- Geologic information including aquifer recharge features and zones
- Potential environmental justice concerns
- Natural Resource Conservation Service (NRCS) County Soil Survey maps
- Federal Emergency Management Agency (FEMA) 100-year floodplain data
- Upland vegetation types and description
- Existing and planned infrastructure including transmission lines/corridors, fire and police stations, hospitals, libraries, major utilities (water, sewer and power) and others
- Boundaries for cities, towns and communities
- Rivers, streams and other water bodies

The Engineer will utilize the base map prepared in Subtask 4.6 and the data collected above to create a constraints map using GIS. Available GIS coverage for the project area will be acquired/ purchased from various data sources and used to prepare constraints maps. Any GIS data used will be combined with desktop interpretations and coordination with design engineers to provide the available and necessary information for the preliminary planning phase of this project. This data will be prepared in exhibit format for use at public and stakeholder meetings. The map will be periodically updated prior to each series of public meetings/hearings. Constraint information will include, but not be limited to:

- Land Use: Locations of public buildings, airports, fire/EMS stations, hospitals, schools, churches, and parks from site visits and USGS topographic maps
- Locations of cities, towns and communities
- Known locations of historic and archeological sites from THC and TARC databases (archeological sites will not be shown at the public meetings)
- Potential historic structures and/or districts from preliminary site visits
- USFWS National Wetland Inventory (NWI) data
- Photo-interpreted potential wetlands with field checking as possible during site visits
- Potential hazardous materials sites, pipelines, and oil wells from Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) hazardous materials databases
- Federal Emergency Management Agency (FEMA) 100-year floodplain data
- USFWS and TPWD Natural Diversity Database (NDD) protected species information (will not be displayed at public meetings, or in public documents)

- Potential habitat areas for threatened and endangered species (based on existing data, aerial interpretation and site visits from public right-of-way)
- Karst zones and known cave features/locations (will not be displayed at public meetings, or in public documents)
- Prime Farmland Soils

The Engineer will conduct limited site visits from public right-of-way locations to aid in documenting and mapping previously identified constraints and issues within the entire study area.

#### Deliverable

- Environmental constraints map and constraints report (2 copies and 1 CD)

#### **4.9 – Transportation System Data**

The Engineer will obtain, assemble and review available transportation related data from the TxDOT Austin District, TxDOT Transportation Planning and Programming Division, Williamson County, and the City of Georgetown. Information to be obtained includes the following:

- Pertinent existing roadway inventory including number of lanes, roadway and ROW widths
- Historic, current, and forecasted traffic volumes
- Existing travel demand patterns and characteristics such as vehicle classifications (percent trucks), peak period direction distributions and K-factor, AM and PM peak hour factors, origin-destinations, vehicle occupancies, etc.
- Roadway functional classifications (arterial, collector, etc.)
- Most current Transportation Plans from TxDOT, CAMPO, the County and City to include committed improvements and travel demand forecasts
- Pertinent data on existing and planned major transportation facilities
- Railroad facilities
- Airport facilities
- Available aerial photography, planimetrics, and DTM
- Pertinent previously completed transportation studies
- Available accident data and rates

#### **4.10 – Locate Major Utilities within Preliminary Study Area**

The Engineer will identify through research and windshield survey major existing utilities, public and private, overhead and underground, as necessary. The Engineer will use this information to identify potential conflicts within the study area for the various alternatives and to minimize the potential adverse impacts to major utilities. The Engineer will incorporate the existing utility data collected into the constraint map.

#### **4.11 – Miscellaneous Data Collection and Survey**

The Engineer will conduct field surveys and obtain miscellaneous data as required during the development of the project.

#### **4.12 – Major Drainage Features within Preliminary Study Area**

The Engineer will obtain existing hydraulic studies. The existing studies may be prepared by or for FEMA, drainage districts, river authorities, cities, and counties. The Engineer will include all floodplain data and water crossings on the constraint map.

- "Blue-line" channels from USGS mapping in the study area
- 100-year floodplain in the study area

- Past flood event records for major waterways in the study area
- Hydraulic/ Hydrologic reports prepared by various agencies in the study area

#### **4.13 – Engineering Conditions within Preliminary Study Area**

By supplemental agreement, the Engineer will evaluate various engineering elements of the preliminary study area to identify design constraints and/or potential fatal flaws associated with the draft study area, which are not easily quantified at this time.

#### **4.14 – Current Conditions and Influences within Preliminary Study Area**

The Engineer will utilize the environmental constraints map to identify and quantify influences and concerns based on current conditions. This determination will serve to identify key issues related to transportation service, environmental, social, economic, and hydraulics throughout the corridor. The Engineer will identify existing land use, known constraints, control points and sensitive areas within the study area which might eliminate or otherwise influence alternative location options, and identify known opportunities which might be conducive to the development of alternatives.

##### Deliverables

- Technical memo: *Evaluation of Preliminary Study Area Conditions* (2 copies)
- Catalog of assembled data

### **TASK 5 – PUBLIC INVOLVEMENT**

#### **5.1 – Draft Public Involvement Plan**

The Engineer will assist the City/County in the preparation of a draft public involvement plan to support the study and to communicate project issues and solicit public input regarding the identification and evaluation of alternative alignments in the study corridor throughout the course of project planning and development.

The City/County will plan, implement, coordinate, and execute the public involvement plan. The Engineer will assist the City/County by providing technical support for the public involvement process.

##### Deliverable

- Public Involvement Plan (2 copies and 1 CD)

#### **5.2 – Communication Tools**

The City/County will determine and provide the appropriate communication tools for the project, which may include press releases, newsletters or fact sheets, project website, etc. The Engineer will provide technical support to the County's communication plan.

#### **5.3 – List of Adjacent Property Owners**

The Engineer will develop a mailing list of names and addresses of adjacent property owners to be used by the County for disseminating the study information and public meeting/hearing notices. The mailing list will include names and addresses of all property owners included within the study area. The County may modify and/or update the list based on its public involvement efforts. The list of adjacent property owner database will contain the owner's name, mailing address, property address, and property ID number.

The mailing list will be computerized with sorting and automated labeling capability, and property ownership will not be updated during WA#1.

##### Deliverable

- Property owner mailing list in Excel computer software format (1 copy and 1 CD)

**5.4 – Project Updates for County Website**

The Engineer will provide updates (text and graphics) for inclusion on the County/project website. An estimated five (5) updates will be provided as directed by the County. The County will be responsible for creating, updating, and maintaining any project website.

**This scope of services does not include:**

- Preparation of a NEPA document (EA or EIS)
- Development and evaluation of alignment alternatives
- Detailed field investigations
- Detailed design mitigation plans
- Hazardous materials Phase I or II Environmental Site Assessments
- Any review or consultation by legal counsel will require a supplemental to the contract
- Interactive web-based ROW and Utility Tracking Application
- Traffic Noise Analysis or interior noise level measurements
- Design plans for wetland mitigation site(s) and necessary mitigation coordination to accomplish required mitigation
- Wetland delineation or field evaluations
- Wetland permitting
- Any formal or informal Endangered Species (Section 7) Consultation
- Presence/absence surveys for endangered species
- Detailed archaeological studies
- Preparation of environmental documents and/or mitigation for drainage detention facilities
- Formal Section 106 Consultation for historic properties
- Preparation of a Single Occupant Vehicle (SOV) analysis, if Williamson County goes into non-attainment status
- Preparation of Section 4(f)/6(f) Statements and coordination for Section 4(f)/6(f) approval
- Development of conceptual mitigation measures for any significant water quality impacts
- Expert witness testimony or any time, resources, and expenses used to support any legal challenges related to the project development process
- Preparation of artist rendering of project or 3D visualization or fly through video
- Set-up and maintenance of toll-free hotline or website
- Media relations including reporters roundtable, media releases, and editorial board activities
- Construction monitoring
- Surveying and aerial mapping

**EXHIBIT C**  
**Work Schedule**  
**Kennedy Consulting, Ltd.**  
**SH 29 Georgetown Reliever Route, Work Authorization #1**

	February	March	April	May	June	July	August	September
1.1 Miscellaneous Project Management								
1.2 Project Management Plan								
1.3 Study Progress Reports, Invoices, and Billings								
1.4 Project Documentation/Administrative Record								
1.5 Project Schedule								
1.6 Subconsultant Management								
1.7 Quality Assurance/Quality Control								
2.1 Project Kick-Off Meeting								
2.2 Project Coordination Plan								
3.1 Draft Need and Purpose								
3.2 Transportation Conditions								
3.3 Describe Conceptual Proposed Action								
4.1 Study Team Meetings								
4.2 Criteria and Measures of Effectiveness								
4.3 Travel Demand Model Development								
4.3 Preliminary Travel Demand Modeling								
4.4 Broad Environmental Considerations/Constraints								
4.5 Corridor Evaluation								
4.6 Preliminary Study Area								
4.7 Environmental Constraints Map of Prelim Study Area								
4.8 Transportation System Data								
4.9 Locate Utilities								
4.10 Miscellaneous Data Collection and Surveying								
4.11 Drainage								
4.12 Engineering Conditions								
4.13 Current Conditions and Influences								
5.1 Public Involvement Plan								
5.2 Communication Tools								
5.3 Property Ownership Data								
5.5 Project updates for County Website								

**EXHIBIT D  
FEE SCHEDULE**

**FOR  
KENNEDY CONSULTING, LTD.**

**SH 29 GEORGETOWN RELIEVER ROUTE, WORK AUTHORIZATION #1**

For services describe in the Scope of Services, we request the compensation as detailed below. Cost breakdowns for engineering services and explanation of expenses are shown on the following pages.

**MAXIMUM AMOUNT PAYABLE**

**\$740,202.45**

**EXHIBIT D**  
**Fee Schedule Summary**  
**Kennedy Consulting, Ltd.**  
**SH 29 Georgetown Reliever Route, Work Authorization #1**

Description of Work or Task	KCI (42.3%)	BA (14.6%)	BLN (15.3%)	CMC (10.3%)	INL (1.9%)	WS (15.6%)	Cost/ Task Totals
Task 1 Project Management and Coordination	\$88,575.00	\$1,960.00	\$15,158.00	\$17,225.36	\$110.00	\$20,470.00	\$143,498.36
Task 2 Project Initiation	\$15,920.00	\$0.00	\$10,012.00	\$4,858.85	\$0.00	\$1,800.00	\$32,590.85
Task 3 Conceptual Approach	\$21,640.00	\$0.00	\$11,277.00	\$3,030.28	\$0.00	\$20,880.00	\$56,827.28
Task 4 Study Area Determination and Evaluation	\$170,120.00	\$105,920.00	\$74,424.00	\$43,729.84	\$10,098.00	\$72,300.00	\$476,591.84
Task 5 Public Involvement	\$17,120.00	\$0.00	\$2,720.00	\$7,035.12	\$3,819.00	\$0.00	\$30,694.12
FEE SCHEDULE SUMMARY	\$313,375.00	\$107,880.00	\$113,591.00	\$75,879.45	\$14,027.00	\$115,450.00	\$740,202.45
KCI - Kennedy Consulting, Ltd.							
BA - Baker-Aicklen & Associates, Inc.							
BLN - Blanton & Associates, Inc.							
CMC - Cox McLain Environmental Consulting, Inc.							
INL - Inland Geodetics, LP							
WS - Wilbur Smith Associates							
							\$115,450.00
							\$740,202.45

Summary of Manhours by Classification  
Kennedy Consulting, Ltd.  
SH 29 Georgetown Reliever Route, Work Authorization #1

Description of Work or Task	Project Manager \$190.00/Hr	Senior Prof. 2 \$170.00/Hr	Senior Prof. 1 \$145.00/Hr	Prof. 2 \$115.00/Hr	Prof. 1 \$90.00/Hr	Admin / Clerical \$65.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
<b>Task 1 Project Management and Coordination</b>								
1.1 Miscellaneous Project Management	16	16				16	48	\$6,800.00
1.2 Project Management Plan	8	24	8			8	48	\$7,280.00
1.3 Study Progress Reports, Invoices, and Billings	24	24				24	72	\$10,200.00
1.4 Project Documentation/Administrative Record	24	24				48	96	\$11,760.00
1.5 Project Schedule	12	12					24	\$4,320.00
1.6 Subconsultant Management	16	32				16	64	\$9,520.00
1.7 QA/QC and Staff Coordination	16	32	32				80	\$13,120.00
Direct Expenses								\$25,575.00
<b>Project Management and Coordination Subtotal:</b>	<b>116</b>	<b>164</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>112</b>	<b>432</b>	<b>\$88,575.00</b>
<b>Task 2 Project Initiation</b>								
2.1 Project Kick-Off Meeting	8	8	8				24	\$4,040.00
2.2 Project Coordination Plan	8	16	32		16	24	96	\$11,880.00
<b>Project Initiation Subtotal:</b>	<b>16</b>	<b>24</b>	<b>40</b>	<b>0</b>	<b>16</b>	<b>24</b>	<b>120</b>	<b>\$15,920.00</b>
<b>Task 3 Conceptual Approach</b>								
3.1 Draft Need and Purpose	8	16					24	\$4,240.00
3.2 Transportation Conditions	8	8	16	24	32		88	\$10,840.00
3.3 Describe Conceptual Proposed Action	8	16	16				40	\$6,560.00
<b>Conceptual Approach Subtotal:</b>	<b>24</b>	<b>40</b>	<b>32</b>	<b>24</b>	<b>32</b>	<b>0</b>	<b>152</b>	<b>\$21,640.00</b>

**Summary of Manhours by Classification**  
**Kennedy Consulting, Ltd.**  
**SH 29 Georgetown Reliever Route, Work Authorization #1**

Description of Work or Task	Project Manager \$190.00/Hr	Senior Prof. 2 \$170.00/Hr	Senior Prof. 1 \$145.00/Hr	Prof. 2 \$115.00/Hr	Prof. 1 \$90.00/Hr	Admin / Clerical \$65.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
<b>Task 4 Study Area Determination and Evaluation</b>								
4.1 Team Meetings	24	24			24		72	\$10,800.00
4.2 Criteria and Measures of Effectiveness	8	16					24	\$4,240.00
4.3 Preliminary Travel Demand Modeling							0	\$0.00
4.4 Broad Environmental Considerations/Constraints							0	\$0.00
4.5 Preliminary Traffic Analysis							0	\$0.00
4.6 Corridor Evaluation	32	64	120	240	240		696	\$83,560.00
4.7 Preliminary Study Area	4	8		16	24		52	\$6,120.00
4.8 Environmental Constraints Map of Preliminary Study Area	8	16	16	24	32		96	\$12,200.00
4.9 Transportation System Data	8	16	16	32	40		112	\$13,840.00
4.10 Locate Utilities	2	2	4	16	24		48	\$5,300.00
4.11 Miscellaneous Data Collection and Surveying	2	4	8	16	16		46	\$5,500.00
4.12 Drainage	4	8	24	32	48		116	\$13,600.00
4.13 Engineering Conditions			(By supplemental)				0	\$0.00
4.14 Current Conditions and Influences	4	16	24	32	48		124	\$14,960.00
<b>Study Area Determination and Evaluation:</b>	<b>96</b>	<b>174</b>	<b>212</b>	<b>408</b>	<b>496</b>	<b>0</b>	<b>1386</b>	<b>\$170,120.00</b>
<b>Task 5 Public Involvement</b>								
5.1 Public Involvement Plan	8	16	32			24	80	\$10,440.00
5.2 Communication Tools							0	\$0.00
5.3 Property Ownership Data (Mailing List within draft study area)	4			24		16	44	\$4,560.00
5.4 Project Updates for County Website		4			16		20	\$2,120.00
							0	\$0.00
<b>Public Involvement Subtotal:</b>	<b>12</b>	<b>20</b>	<b>32</b>	<b>24</b>	<b>16</b>	<b>40</b>	<b>144</b>	<b>\$17,120.00</b>
<b>KCI SUMMARY</b>	<b>264</b>	<b>422</b>	<b>356</b>	<b>456</b>	<b>560</b>	<b>176</b>	<b>2234</b>	<b>\$213,375.00</b>

**Summary of Direct Expenses**  
**Kennedy Consulting, Ltd.**  
**SH 29 Georgetown Reliever Route, Work Authorization #1**

Item Description	Unit	Quantity	Unit Cost	Total Cost
<b>Direct Expenses</b>				
I. CADD	Hr	1000	\$20.00	\$20,000.00
II. Mileage	mile	500	\$0.55	\$275.00
III. Overnight Mail - letter size	each	20	\$15.00	\$300.00
IV. Overnight Mail - oversized box	each	10	\$25.00	\$250.00
V. Courier Services	each	-	\$0.00	\$0.00
VI. Outside Printing - Reports/Exhibits	each	1	\$1,000.00	\$1,000.00
VII. Large Format Plotting	sf	1,100	\$2.50	\$2,750.00
VII. Mounting of large exhibits	sf	100	\$10.00	\$1,000.00
<b>Total Direct Expenses</b>				<b>\$25,575.00</b>

**Summary of Manhours by Classification**  
**Baker-Aicklen & Associates, Inc.**  
**SH 29 Georgetown Reliever Route, Work Authorization #1**

Description of Work or Task	Senior Surveyor \$175.00/Hr	Survey/ GIS Tech \$120.00/Hr	Senior Sub Surf Eng \$195.00/Hr	One-Man GPS Crew \$75.00/Hr	Three-Man Survey Crew \$165.00/Hr	Admin / Clerical \$60.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
<b>Task 1 Project Management and Coordination</b>								
1.1 Miscellaneous Project Management	3	3					6	\$985.00
1.2 Project Management Plan							0	\$0.00
1.3 Study Progress Reports, Invoices, and Billings							0	\$0.00
1.4 Project Documentation/Administrative Record							0	\$0.00
1.5 Project Schedule	1	1					2	\$295.00
1.6 Subconsultant Management							0	\$0.00
1.7 QA/QC and Staff Coordination							0	\$0.00
Direct Expenses								\$780.00
<b>Project Management and Coordination Subtotal:</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>\$1,960.00</b>
<b>Task 2 Project Initiation</b>								
2.1 Project Kick-Off Meeting							0	\$0.00
2.2 Project Coordination Plan							0	\$0.00
<b>Project Initiation Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>Task 3 Conceptual Approach</b>								
3.1 Draft Need and Purpose							0	\$0.00
3.2 Transportation Conditions							0	\$0.00
3.3 Describe Conceptual Proposed Action							0	\$0.00
<b>Conceptual Approach Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>

**Summary of Manhours by Classification**  
**Baker-Aicklen & Associates, Inc.**  
**SH 29 Georgetown Reliever Route, Work Authorization #1**

Description of Work or Task	Senior Surveyor \$175.00/Hr	Survey/ GIS Tech \$120.00/Hr	Senior Sub Surf Eng \$195.00/Hr	One-Man GPS Crew \$75.00/Hr	Three-Man Survey Crew \$165.00/Hr	Admin / Clerical \$60.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
<b>Task 4 Study Area Determination and Evaluation</b>								
4.1 Team Meetings							0	\$0.00
4.2 Criteria and Measures of Effectiveness							0	\$0.00
4.3 Preliminary Travel Demand Modeling							0	\$0.00
4.4 Broad Environmental Considerations/Constraints							0	\$0.00
4.5 Preliminary Traffic Analysis							0	\$0.00
4.6 Corridor Evaluation							0	\$0.00
4.7 Preliminary Study Area							0	\$0.00
4.8 Environmental Constraints Map of Preliminary Study Area							0	\$0.00
4.9 Transportation System Data							0	\$0.00
4.10 Locate Utilities	40	560	32	24	40	20	676	\$83,440.00
4.11 Miscellaneous Data Collection and Surveying	16	80		40	40	8	184	\$22,480.00
4.12 Drainage							0	\$0.00
4.13 Engineering Conditions							0	\$0.00
4.14 Current Conditions and Influences							0	\$0.00
<b>Study Area Determination and Evaluation:</b>	<b>56</b>	<b>640</b>	<b>32</b>	<b>64</b>	<b>40</b>	<b>28</b>	<b>860</b>	<b>\$105,520.00</b>
<b>Task 5 Public Involvement</b>								
5.1 Public Involvement Plan							0	\$0.00
5.2 Communication Tools							0	\$0.00
5.3 Property Ownership Data							0	\$0.00
<b>Public Involvement Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>BA SUMMARY</b>	<b>60</b>	<b>644</b>	<b>32</b>	<b>64</b>	<b>40</b>	<b>28</b>	<b>862</b>	<b>\$107,380.00</b>

## Summary of Direct Expenses

[illegible]

**Summary of Manhours by Classification**  
**Blanton & Associates, Inc.**  
**SH 29 Georgetown Reliever Route, Work Authorization #1**

Description of Work or Task	Senior Proj Manager \$150.00/Hr	Deputy Proj Manager \$125.00/Hr	Senior Biol/Plnr/Arch/Hist \$95.00/Hr	BioTech/EnvPlnr/Arch Tech \$65.00/Hr	GIS Analyst III \$85.00/Hr	GIS Analyst I \$60.00/Hr	Tech Edit/Proj Admin \$54.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
<b>Task 1 Project Management and Coordination</b>								0	\$0.00
1.1 Miscellaneous Project Management								0	\$0.00
1.2 Project Management Plan	8	8					8	16	\$2,632.00
1.3 Study Progress Reports, Invoices, and Billings	8						4	8	\$1,416.00
1.4 Project Documentation/Administrative Record	8			40				48	\$3,800.00
1.5 Project Schedule	8							8	\$1,200.00
1.6 Subconsultant Management								0	\$0.00
1.7 QA/QC and Staff Coordination	40							40	\$6,000.00
Direct Expenses									\$110.00
<b>Project Management and Coordination Subtotal:</b>	<b>72</b>	<b>8</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>120</b>	<b>\$15,158.00</b>
<b>Task 2 Project Initiation</b>									
2.1 Project Kick-Off Meeting	8	8			8			24	\$2,880.00
2.2 Project Coordination Plan	16	4	40				8	68	\$7,132.00
<b>Project Initiation Subtotal:</b>	<b>24</b>	<b>12</b>	<b>40</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>92</b>	<b>\$10,012.00</b>
<b>Task 3 Conceptual Approach</b>									
3.1 Draft Need and Purpose	16	16	40			8	8	88	\$9,112.00
3.2 Transportation Conditions	2		5			8		15	\$1,255.00
3.3 Describe Conceptual Proposed Action	1		8					9	\$910.00
<b>Conceptual Approach Subtotal:</b>	<b>19</b>	<b>16</b>	<b>53</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>8</b>	<b>112</b>	<b>\$11,277.00</b>

**Summary of Manhours by Classification**  
**Blanton & Associates, Inc.**  
**SH 29 Georgetown Reliever Route, Work Authorization #1**

Description of Work or Task	Senior Proj Manager \$150.00/Hr	Deputy Proj Manager \$125.00/Hr	Senior Biol/Plnr/Arch/Hist \$95.00/Hr	BioTech/EnvPlnr Arch TechII \$65.00/Hr	GIS Analyst III \$85.00/Hr	GIS Analyst I \$60.00/Hr	Tech Edit/ Proj Admin \$54.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
<b>Task 4 Study Area Determination and Evaluation</b>									
4.1 Team Meetings	36	36	24		8	24	8	136	\$14,732.00
4.2 Criteria and Measures of Effectiveness	16	16	32				8	72	\$7,872.00
4.3 Preliminary Travel Demand Modeling								0	\$0.00
4.4 Broad Environmental Considerations/Constraints	8	8	24		16	32		88	\$7,760.00
4.5 Preliminary Traffic Analysis								0	\$0.00
4.6 Corridor Evaluation	8	8	24		8	16		64	\$6,120.00
4.7 Preliminary Study Area	8	8	32		8	16		72	\$6,880.00
4.8 Environmental Constraints Map of Preliminary Study Area	8	8	48	24	80	120	2	290	\$22,428.00
4.9 Transportation System Data								0	\$0.00
4.10 Locate Utilities								0	\$0.00
4.11 Miscellaneous Data Collection and Surveying								0	\$0.00
4.12 Drainage								0	\$0.00
4.13 Engineering Conditions								0	\$0.00
4.14 Current Conditions and Influences	16	16	40				8	80	\$8,632.00
<b>Study Area Determination and Evaluation:</b>	<b>100</b>	<b>100</b>	<b>224</b>	<b>24</b>	<b>120</b>	<b>208</b>	<b>26</b>	<b>802</b>	<b>\$74,424.00</b>
<b>Task 5 Public Involvement</b>									
5.1 Public Involvement Plan	8		16					24	\$2,720.00
5.2 Communication Tools								0	\$0.00
5.3 Property Ownership Data								0	\$0.00
<b>Public Involvement Subtotal:</b>	<b>8</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>\$2,720.00</b>
<b>BLN SUMMARY</b>	<b>223</b>	<b>136</b>	<b>333</b>	<b>64</b>	<b>128</b>	<b>224</b>	<b>54</b>	<b>1150</b>	<b>\$113,591.00</b>

Summary of Direct Expenses  
Blanton & Associates, Inc.  
SH 29 Georgetown Reliever Route, Work Authorization #1

Item Description	Unit	Quantity	Unit Cost	Total Cost
<b>Direct Expenses</b>				
I. Mileage	mile	200	\$0.55	\$110.00
II. Overnight Mail - letter size	each	-	\$15.00	\$0.00
III. Overnight Mail - oversized box	each	-	\$25.00	\$0.00
IV. Courier Services	each	-	\$0.00	\$0.00
V. Outside Printing - Reports/Exhibits	/ each	-	\$0.00	\$0.00
VI. Backhoe and Operator Rental	hour	-	\$0.00	\$0.00
VII. Dry Mounting for Display Boards	each	-	\$0.00	\$0.00
VIII. 8.5 x 11 B&W copies	each	-	\$0.00	\$0.00
IX. 8.5 x 11 Color copies	each	-	\$0.00	\$0.00
X. 11 x 17 B&W copies	each	-	\$0.00	\$0.00
XI. 11 x 17 Color copies	each	-	\$0.00	\$0.00
<b>Total Direct Expenses</b>				<b>\$110.00</b>

**Summary of Manhours by Classification**  
**Cox|McLain Environmental Consulting, Inc.**  
**SH 29 Georgetown Reliever Route, Work Authorization #1**

Description of Work or Task	Sr Env Scientist II \$149.50/Hr	Sr Env Scientist I \$120.75/Hr	Env Prof II \$100.63/Hr	Env Staff II \$71.88/Hr	Env Staff I \$63.25/Hr	Env Tech I/ Admin/Cleric \$44.56/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
<b>Task 1 Project Management and Coordination</b>								
1.1 Miscellaneous Project Management	16						16	\$2,392.00
1.2 Project Management Plan	12	12					24	\$3,243.00
1.3 Study Progress Reports, Invoices, and Billings	8					4	12	\$1,374.24
1.4 Project Documentation/Administrative Record	32					8	40	\$5,140.48
1.5 Project Schedule	8						8	\$1,196.00
1.6 Subconsultant Management							0	\$0.00
1.7 QA/QC and Staff Coordination	4			4		2	10	\$974.64
Direct Expenses								\$2,905.00
<b>Project Management and Coordination Subtotal:</b>	<b>80</b>	<b>12</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>14</b>	<b>110</b>	<b>\$17,225.36</b>
<b>Task 2 Project Initiation</b>								
2.1 Project Kick-Off Meeting	5	5					10	\$1,351.25
2.2 Project Coordination Plan	10		20				30	\$3,507.60
<b>Project Initiation Subtotal:</b>	<b>15</b>	<b>5</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>\$4,858.85</b>
<b>Task 3 Conceptual Approach</b>								
3.1 Draft Need and Purpose	12	4		8		4	28	\$3,030.28
3.2 Transportation Conditions							0	\$0.00
3.3 Describe Conceptual Proposed Action							0	\$0.00
<b>Conceptual Approach Subtotal:</b>	<b>12</b>	<b>4</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>4</b>	<b>28</b>	<b>\$3,030.28</b>

**Summary of Manhours by Classification**  
**Cox|McLain Environmental Consulting, Inc.**  
**SH 29 Georgetown Reliever Route, Work Authorization #1**

Description of Work or Task	Sr Env Scientist II \$149.50/Hr	Sr Env Scientist I \$120.75/Hr	Env Prof II \$100.63/Hr	Env Staff II \$71.88/Hr	Env Staff I \$63.25/Hr	Env Tech I/ Admin/Cleric \$44.56/Hr	Staff-Hr. Totals	Staff / Task Cost / Task Totals
<b>Task 4 Study Area Determination and Evaluation</b>								
4.1 Team Meetings	40	40					80	\$10,810.00
4.2 Criteria and Measures of Effectiveness	12			12			24	\$2,656.56
4.3 Preliminary Travel Demand Modeling							0	\$0.00
4.4 Broad Environmental Considerations/Constraints	12	4		40	20	8	84	\$6,773.68
4.5 Preliminary Traffic Analysis							0	\$0.00
4.6 Corridor Evaluation	8	4		12	12		36	\$3,300.56
4.7 Preliminary Study Area							0	\$0.00
4.8 Environmental Constraints Map of Preliminary Study Area								
Environmental, Social and Economic Data Collection	12	8	8	40	48	20	136	\$10,367.44
Environmental Constraints Map of Preliminary Study Area	8			120			128	\$9,821.60
4.9 Transportation System Data								\$0.00
4.10 Locate Utilities								\$0.00
4.11 Miscellaneous Data Collection and Surveying								\$0.00
4.12 Drainage								\$0.00
4.13 Engineering Conditions								\$0.00
4.14 Current Conditions and Influences								\$0.00
<b>Study Area Determination and Evaluation:</b>	<b>92</b>	<b>56</b>	<b>8</b>	<b>224</b>	<b>80</b>	<b>28</b>	<b>488</b>	<b>\$43,729.84</b>
<b>Task 5 Public Involvement</b>								
5.1 Public Involvement Plan	28	8				2	36	\$5,241.12
5.2 Communication Tools	12						12	\$1,794.00
5.3 Property Ownership Data								\$0.00
<b>Public Involvement Subtotal:</b>	<b>40</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>48</b>	<b>\$7,035.12</b>
<b>CMC SUMMARY</b>	<b>239</b>	<b>85</b>	<b>28</b>	<b>236</b>	<b>80</b>	<b>48</b>	<b>714</b>	<b>\$75,879.45</b>

**Summary of Direct Expenses**  
**Cox|McLain Environmental Consulting, Inc.**  
**SH 29 Georgetown Reliever Route, Work Authorization #1**

Item Description	Unit	Quantity	Unit Cost	Total Cost
<b>Direct Expenses</b>				
I. Mileage	mile	500	\$0.55	\$275.00
II. Overnight Mail - letter size	each	2	\$15.00	\$30.00
III. Overnight Mail - oversized box	each	4	\$25.00	\$100.00
IV. Courier Services	each	0	\$20.00	\$0.00
V. Outside Printing - Reports/Exhibits/Plots	each	5	\$100.00	\$500.00
VI. Trimble GPS Rental	day	0	\$95.00	\$0.00
VII. Miscellaneous field supplies	each	0	\$0.00	\$0.00
VIII. 8.5 x 11 B&W copies	each	0	\$0.10	\$0.00
IX. 8.5 x 11 Color copies	each	0	\$0.25	\$0.00
X. 11 x 17 B&W copies	each	0	\$1.00	\$0.00
XI. 11 x 17 Color copies	each	0	\$1.50	\$0.00
XII. HazMat Database Search (TelAll)	each	2	\$1,000.00	\$2,000.00
<b>Total Direct Expenses</b>				<b>\$2,905.00</b>

**Summary of Manhours by Classification**  
**Inland Geodetics, LP**  
**SH 29 Georgetown Reliever Route, Work Authorization #1**

Description of Work or Task	Survey Proj Manager \$125.00/Hr	RPLS/ Proj Supvr \$114.00/Hr	Survey/GPS Technician \$85.00/Hr	2 Man Survey Crew \$125.00/Hr	3 Man Survey Crew \$150.00/Hr	Flagger \$28.00/Hr	Admin/ Clerical \$46.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
<b>Task 1 Project Management and Coordination</b>								0	\$0.00
1.1 Miscellaneous Project Management								0	\$0.00
1.2 Project Management Plan								0	\$0.00
1.3 Study Progress Reports, Invoices, and Billings								0	\$0.00
1.4 Project Documentation/Administrative Record								0	\$0.00
1.5 Project Schedule								0	\$0.00
1.6 Subconsultant Management								0	\$0.00
1.7 QA/QC and Staff Coordination								0	\$0.00
Direct Expenses									\$110.00
Project Management and Coordination Subtotal:	0	0	0	0	0	0	0	0	\$110.00
<b>Task 2 Project Initiation</b>								0	\$0.00
2.1 Project Kick-Off Meeting								0	\$0.00
2.2 Project Coordination Plan								0	\$0.00
Project Initiation Subtotal:	0	0	0	0	0	0	0	0	\$0.00
<b>Task 3 Conceptual Approach</b>								0	\$0.00
3.1 Draft Need and Purpose								0	\$0.00
3.2 Existing and Projected Roadway Network Conditions								0	\$0.00
3.3 Describe Conceptual Proposed Action								0	\$0.00
Conceptual Approach Subtotal:	0	0	0	0	0	0	0	0	\$0.00

**Summary of Manhours by Classification**  
**Inland Geodetics, LP**  
**SH 29 Georgetown Reliever Route, Work Authorization #1**

Description of Work or Task	Survey Proj Manager \$125.00/Hr	RPLS/ Proj Supvr \$114.00/Hr	Survey/GPS Technician \$85.00/Hr	2 Man Survey Crew \$125.00/Hr	3 Man Survey Crew \$150.00/Hr	Flagger \$28.00/Hr	Admin/ Clerical \$45.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
<b>Task 4 Study Area Determination and Evaluation</b>									
4.1 Team Meetings								0	\$0.00
4.2 Criteria and Measures of Effectiveness								0	\$0.00
4.3 Preliminary Travel Demand Modeling								0	\$0.00
4.4 Broad Environmental Considerations/Constraints								0	\$0.00
4.5 Preliminary Traffic Analysis								0	\$0.00
4.6 Corridor Evaluation								0	\$0.00
4.7 Preliminary Study Area								0	\$0.00
4.8 Environmental Constraints Map of Preliminary Study Area								0	\$0.00
4.9 Transportation System Data								0	\$0.00
4.10 Locate Utilities								0	\$0.00
4.11 Miscellaneous Data Collection and Surveying	2	4	40	24	16	8	8	102	\$10,098.00
4.12 Drainage								0	\$0.00
4.13 Engineering Conditions								0	\$0.00
4.14 Current Conditions and Influences								0	\$0.00
<b>Study Area Determination and Evaluation:</b>	<b>2</b>	<b>4</b>	<b>40</b>	<b>24</b>	<b>16</b>	<b>8</b>	<b>8</b>	<b>102</b>	<b>\$10,098.00</b>
<b>Task 5 Public Involvement</b>									
5.1 Public Involvement Plan								0	\$0.00
5.2 Communication Tools								0	\$0.00
5.3 Property Ownership Data (WCAD boundaries within study area)	3	3	30	0	0	0	12	48	\$3,819.00
<b>Public Involvement Subtotal:</b>	<b>3</b>	<b>3</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>48</b>	<b>\$3,819.00</b>
<b>INL SUMMARY</b>	<b>5</b>	<b>7</b>	<b>70</b>	<b>24</b>	<b>16</b>	<b>8</b>	<b>20</b>	<b>150</b>	<b>\$14,027.00</b>

## SH 29 Georgetown Reliever Route, Work Authorization #1

Item Description	Unit	Quantity	Unit Cost	Total Cost
<b>Direct Expenses</b>				
I. GPS Receiver	unit/hour	-	\$10.00	\$0.00
II. Additional Vehicle	day	-	\$65.00	\$0.00
III. ATV (All Terrain Vehicle)	day	-	\$65.00	\$0.00
IV. Mileage	mile	-	\$0.00	\$0.00
V. Postage	each	-	\$0.00	\$0.00
VI. Overnight Mail - letter size	each	-	\$15.00	\$0.00
VII. Overnight Mail - oversized box	each	-	\$25.00	\$0.00
VIII. Courier Services	each	-	\$0.00	\$0.00
IX. Outside Printing - Reports/Exhibits	each	-	\$0.00	\$0.00
<b>Total Direct Expenses</b>				<b>\$0.00</b>

**Summary of Manhours by Classification**  
**Wilbur Smith Associates**  
**SH 29 Georgetown Reliever Route, Work Authorization #1**

Description of Work or Task	Principal Eng/ Tech Mng'r \$210.00/Hr	Principal Planner \$180.00/Hr	Sr Eng/Planner Tech Specialist \$150.00/Hr	Eng/ GIS Special \$120.00/Hr	Admin/ Clerical \$50.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
<b>Task 1 Project Management and Coordination</b>							
1.1 Miscellaneous Project Management	16	16				32	\$6,240.00
1.2 Project Management Plan						0	\$0.00
1.3 Study Progress Reports, Invoices, and Billings	4	12			40	16	\$5,000.00
1.4 Project Documentation/Administrative Record						0	\$0.00
1.5 Project Schedule	4	8				12	\$2,280.00
1.6 Subconsultant Management						0	\$0.00
1.7 QA/QC and Staff Coordination	12	24				36	\$6,840.00
Direct Expenses							\$110.00
<b>Project Management and Coordination Subtotal:</b>	<b>36</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>96</b>	<b>\$20,470.00</b>
<b>Task 2 Project Initiation</b>							
2.1 Project Kick-Off Meeting	6	3				9	\$1,800.00
2.2 Project Coordination Plan						0	\$0.00
<b>Project Initiation Subtotal:</b>	<b>6</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9</b>	<b>\$1,800.00</b>
<b>Task 3 Conceptual Approach</b>							
3.1 Draft Need and Purpose		8				8	\$1,440.00
3.2 Transportation Conditions						0	\$0.00
Collect and summarize historical traffic count data for the SH-29 Corridor as available		2				22	\$2,760.00
Gather, review and summarize existing traffic forecast studies/existing model results		4				36	\$4,560.00
Obtain appropriate version of CAMPO Regional Travel Demand Model			16			16	\$2,400.00
Develop traffic profile for SH-29 (Deficiencies Analysis)		2				18	\$2,280.00
Prepare Traffic Profile report for SH-29		2				18	\$2,280.00
Identify committed transportation projects to be used in the E+C model network		2	32			34	\$5,160.00
3.3 Describe Conceptual Proposed Action						0	\$0.00
<b>Conceptual Approach Subtotal:</b>	<b>0</b>	<b>20</b>	<b>48</b>	<b>84</b>	<b>0</b>	<b>152</b>	<b>\$20,880.00</b>

**Summary of Manhours by Classification**  
**Wilbur Smith Associates**  
**SH 29 Georgetown Reliever Route, Work Authorization #1**

Description of Work or Task	Principal Eng/ Tech Mngr \$210.00/Hr	Principal Planner \$180.00/Hr	Sr Eng/Planner/ Tech Specialist \$150.00/Hr	Eng/ GIS Special \$120.00/Hr	Admin/ Clerical \$50.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
<b>Task 4 Study Area Determination and Evaluation</b>							
4.1 Team Meetings						0	\$0.00
4.2 Criteria and Measures of Effectiveness		32				32	\$5,760.00
4.3 Preliminary Travel Demand Modeling						0	\$0.00
Determine model base year and forecast years for EIS analysis		12				12	\$2,160.00
Refine model traffic analysis zone structure for Williamson County				40		40	\$4,800.00
Develop population and employment model inputs for base year and forecast years		2	8			10	\$1,560.00
Refine and code model network for Williamson County		4		48		52	\$6,480.00
Revise model stream based on refined zone structure and pop/temp model inputs.		8	32			40	\$6,240.00
Validation of base year travel demand model for use in EIS		8	52			60	\$9,240.00
Conduct model traffic assignment for forecast years (E+C networks)		2		16		18	\$2,280.00
Prepare Draft Model Documentation Report		12	80			92	\$14,160.00
Prepare Final Model Documentation Report		4	24			28	\$4,320.00
Preliminary Study Area		4	48			52	\$7,920.00
4.4 Broad Environmental Considerations/Constraints						0	\$0.00
4.5 Preliminary Traffic Analysis						0	\$0.00
4.6 Corridor Evaluation						0	\$0.00
4.7 Preliminary Study Area						0	\$0.00
4.8 Environmental Constraints Map of Preliminary Study Area		8	6	42		56	\$7,380.00
4.9 Transportation System Data						0	\$0.00
4.10 Locate Utilities						0	\$0.00
4.11 Miscellaneous Data Collection and Surveying						0	\$0.00
4.12 Drainage						0	\$0.00
4.13 Engineering Conditions						0	\$0.00
4.14 Current Conditions and Influences						0	\$0.00
Study Area Determination and Evaluation:	0	96	250	146	0	492	\$72,300.00
<b>Task 5 Public Involvement</b>							
5.1 Public Involvement Plan						0	\$0.00
5.2 Communication Tools						0	\$0.00
5.3 Property Ownership Data						0	\$0.00
Public Involvement Subtotal:	0	0	0	0	0	0	\$0.00
<b>WS SUMMARY</b>	<b>42</b>	<b>179</b>	<b>298</b>	<b>230</b>	<b>40</b>	<b>749</b>	<b>\$115,450.00</b>

**Summary of Direct Expenses**  
**Wilbur Smith Associates**  
**SH 29 Georgetown Reliever Route, Work Authorization #1**

Item Description	Unit	Quantity	Unit Cost	Total Cost
<b>Direct Expenses</b>				
I. Mileage	mile	200	\$0.55	\$110.00
II. Toll Charges	each	-	\$0.00	\$0.00
III. Postage	each	-	\$0.00	\$0.00
IV. Overnight Mail - letter size	each	-	\$15.00	\$0.00
V. Overnight Mail - oversized box	each	-	\$25.00	\$0.00
VI. Courier Services	each	-	\$0.00	\$0.00
VII. Out of town travel expenses	each	-	\$0.00	\$0.00
<b>Total Direct Expenses</b>				<b>\$110.00</b>

**APPENDIX B**

**ENGINEER'S QUALIFICATIONS STATEMENT**

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/21/2009

**PRODUCER**

McLaughlin Brunson Insurance Agency, LLP  
6600 LBJ Freeway, Suite 220  
Dallas TX 75240  
(214) 503-1212

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.

**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: Liberty Insurance Underwriters	19917
INSURER B: Travelers Indemnity Company	25658
INSURER C: Travelers Lloyds Ins. Company	41262
INSURER D: Charter Oak Fire Insurance Co.	25615
INSURER E: Travelers Indemnity Co of Conn	25682

**INSURED**

Kennedy Consulting, Ltd.  
Kennedy Consulting, Inc.  
204 S. Ih-35, Suite 101  
Georgetown TX 78628

**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
C	<b>GENERAL LIABILITY</b>	PACP8181L033	2/11/2008	2/11/2009	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
D	<b>AUTOMOBILE LIABILITY</b>	BA8181L28A	2/11/2008	2/11/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> There are no Owned Autos.				
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
E	<b>EXCESS/UMBRELLA LIABILITY</b>	CUP8425Y064	2/11/2008	2/11/2009	EACH OCCURRENCE \$ 6,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 6,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB5536Y649	2/11/2008	2/11/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>OTHER Professional Liab.</b>	ABE197023-0108	2/11/2008	2/11/2009	\$ 3,000,000 Per Claim / Aggregate

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. Williamson County is named as an additional insured on the general liability coverage as required contract. The policies will not be cancelled or non-renewed until ten (10) days after county has received notification. - RE: SH 29 GTN Bypass, Insurance Certificate,

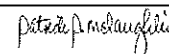
**CERTIFICATE HOLDER**

Williamson County  
c/o Mike Weaver  
Prime Strategies, Inc.  
1508 S. Lamar Blvd.  
Austin TX 78704

**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.

## DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE  
1/21/2009

**CERTIFICATE HOLDER:**

Williamson County  
c/o Mike Weaver  
Prime Strategies, Inc.  
1508 S. Lamar Blvd.  
Austin TX 78704

**INSURED:**

Kennedy Consulting, Ltd.  
Kennedy Consulting, Inc.  
204 S. Ih-35, Suite 101  
Georgetown TX 78628

**DESCRIPTION OF OPERATIONS CONTINUED:**

1-21-09, W11Co

## Contractual Agreement for Right-of-Way Procurement for SH 195, Section 1 Commissioners Court - Regular Session

**Date:** 02/03/2009  
**Submitted By:** Terri Countess, Commissioner Pct. #3  
**Submitted For:** Valerie Covey  
**Department:** Commissioner Pct. #3  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Consider authorizing County Judge to execute Contractual Agreement for Right-of-Way Procurement for SH 195, Section 1

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

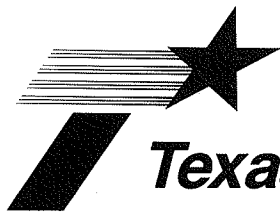
Link: [SH195 Sec 1](#)

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### Form Routing/Status

Form Started By: Terri Countess  
Started On: 01/29/2009 08:57 AM  
Final Approval Date: 01/29/2009

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# Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

January 26, 2009

COUNTY: Williamson  
PROJECT: SH 195  
SECTION: I (previously Phase I A & I B)  
LIMITS: From: 3.4 miles south of SH 138  
To: 6.903 miles south of Bell county line

Mr. Charles Crossfield  
Sheets & Crossfield, P.C.  
309 East Main Street  
Round Rock, Texas 78664-5246

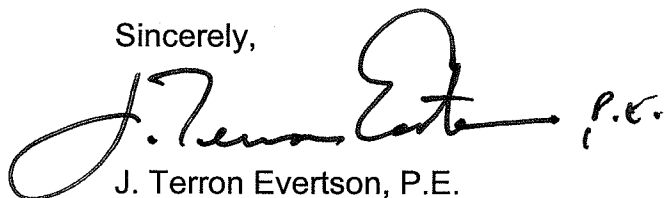
Dear Mr. Crossfield:

Attached are two sets of unexecuted copies of the Contractual Agreement for Right of Way Procurement – Local Government for State Highway 195 Section I (previously phase I A and I B), for CSJs 0836-01-013 with project limits from 0.805 miles south of Bell county line to SH 138, and 0440-01-037 from SH 138 to 3.4 miles south of SH 138.

Please furnish this office with a copy of the court order authorizing the agreement for execution by the Local Government along with the letter requesting the signatures. After the local government executes the agreements please return to our office a set two originals.

Should you have any questions, please do not hesitate to contact Laura Nelson at (512) 225-1397.

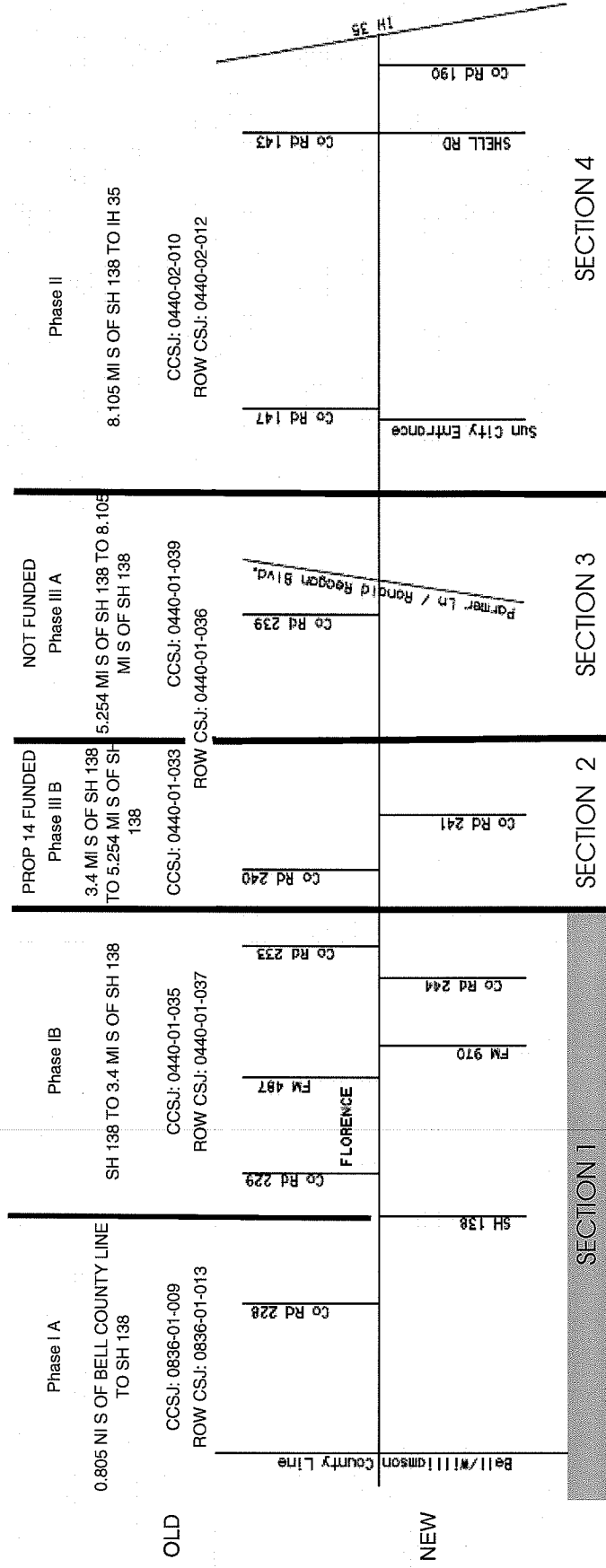
Sincerely,



J. Terron Evertson, P.E.  
Engineer of Toll Project Development  
Austin District

LN (file)  
Attachments

# SH 195





Form ROW-RM-37

Replaces Form ROW-RM-37 and ROW-RM-38

(Rev. 4/2006)

GSD-EPC

Page 1 of 5

## CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Williamson

Federal Project No:

ROW CSJs No: 0836-01-013 &

District: Austin

Highway: SH 195 Section I

0440-01-037

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Williamson County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the \_\_\_\_\_ day of \_\_\_\_\_, 2008, hereinafter called the **Local Government**, *shall be effective on the date of approval and execution by and on behalf of the State.*

**WHEREAS**, the **State** has deemed it necessary to make certain highway improvements on Highway No. SH 195 Section I from 0.805 miles south of Bell county line to SH 138, from SH 138 to 3.4 miles south of SH 138, and which section of highway improvements will necessitate the acquisition of certain right of way; and

**WHEREAS**, it is agreed such right of way purchase shall be a joint effort of the **State** and the **Local Government**;

**NOW, THEREFORE** be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The **State** hereby authorizes and requests the **Local Government** to proceed with acquisition and the **State** agrees to reimburse the **Local Government** for its share of the cost of such right of way, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

*Location Surveys and Preparation of Right of Way Data:* The **State**, without cost to the **Local Government**, will do the necessary preliminary engineering and title investigation in order to supply to the **Local Government** the data and instruments necessary to obtain acceptable title to the desired right of way.

*Determination of Right of Way Values:* The **Local Government** agrees to make a determination of property values for each right of way parcel by methods acceptable to the **State** and to submit to the **State's** District Office a tabulation of the values so determined, signed by the appropriate **Local Government** representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the **Local Government** at its expense without cost participation by the **State**. The **State** will review the data submitted and may base its reimbursement on the values which are determined by this review. The **State**, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by **State** employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for **State** reimbursement. If at any stage of the project development it is determined by mutual agreement between the **State** and **Local Government** that there should be waived the requirement that the **Local Government** submit to the **State** property value determinations for any part of the required right of way, the **Local Government** will make appropriate written notice to the **State** of such waiver, such notice to be acknowledged in writing by the **State**. In instances of such waiver, the **State** by its due processes and at its own expense will make a determination of values to constitute the basis for **State** reimbursement.

*Negotiations:* The **State** will notify the **Local Government** as soon as possible as to the **State's** determination of value. Negotiation and settlement with the property owner will be the responsibility of the **Local Government** without participation by the **State**; however, the **Local Government** will notify the **State** immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The **Local Government** will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the **State's** title investigation, will properly vest good and indefeasible title in the **State** for each right of way parcel involved. The **Local Government** will also deliver to the **State** an owner's policy of title insurance for each parcel, except as

otherwise specifically approved by the **State**. Upon payment to the property owner of the agreed purchase price, the **Local Government** is authorized and directed to secure for the **State** possession of each parcel in accordance with all applicable Federal and **State** laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the **Local Government**. The cost of title insurance, closing services and all costs of relocation assistance as authorized by applicable Federal and **State** laws will be the responsibility of the **State**.

*Administrative Settlements:* After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the **Local Government**. The **Local Government** will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the **State** through the **State's** appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the **Local Government** and District recommendations, to the **State** Right of Way Division office for final approval in accordance with current **State** procedures. The **State's** approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the **State's** approval is automatically, without further action, withdrawn, and the **State** will participate only in the original approved value. In the event the **State** does not approve the Administrative Settlement Proposal, and the **Local Government** elects to purchase the property at a value greater than the original approved value, the **State's** participation in the purchase price will apply only to the original approved value, and the **Local Government** will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

*Condemnation:* Condemnation proceedings will be initiated at a time selected by the **Local Government** and will be the **Local Government's** responsibility at its own expense except as hereinafter indicated. The **Local Government** will obtain from the **State** without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the **Local Government** will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the **State**, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the **State**. The **Local Government** may, as set forth herein under "Excess Takings" and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the **Local Government's** name for the **State** must comply with requirements set forth in the engineering data and title investigation previously furnished to the **Local Government** by the **State** at such time as the **Local Government** conveys said property to the **State**.

*Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense:* Court costs and costs of Special Commissioners' hearings assessed against the **State** or **Local Government** in condemnation proceedings conducted on behalf of the **State** and fees incident thereto will be paid by the **Local Government**. Such costs and fees, with the exception of recording fees, will be eligible for ninety percent (90%) **State** reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the **State** under existing law. Where the **Local Government** uses the **State's** appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the **Local Government**, but will be eligible for ninety percent (90%) **State** reimbursement under established procedure provided prior approval for such appraiser has been obtained from the **State**. The fee paid the appraiser by the **Local Government** shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the **State**.

*Excess Takings:* In the event the **Local Government** desires to acquire land in excess of that requested by the **State** for right of way purposes, the **State's** cost participation will be limited to the property needed for its purposes. If the **Local Government** elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the **Local Government** and that portion requested by the **State** for right of way will be separately conveyed to the **State** by the **Local Government**. When acquired by negotiation, the **State's** participation will be based on the **State's** approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the **Local Government**.

When acquired by condemnation, the **State's** participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the **State's** approved value to the **State's** predetermined value for the whole property.

**Improvements:** Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the **State's** approved value will include the amounts by which the upper limit of **State** participation will be reduced for the retention. It is further agreed that the upper limit for the **State's** participation in the **Local Government's** cost for an improved parcel will be reduced as shown in the **State's** approved value where the owner retains an improvement which is to be moved by either the **Local Government** or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the **State**.

The **State** will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the **State's** value is established on this basis and provided that title to the entire structure is taken in the name of the **State**. The **State** shall dispose of all improvements acquired. The net revenue derived by the **State** from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the **Local Government**.

**Relocation of Utilities:** If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the **State** will establish the necessity for the utility work. **State** participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the **Local Government's** certification that the work has been completed and will be made in an amount equal to ninety percent (90%) of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the **State** establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the **Local Government**, which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the **Local Government** after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The **State** will reimburse the **Local Government** in an amount equal to ninety percent (90%) of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the **State**. In those cases where a single operation is estimated to exceed \$20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for **State** reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

**Fencing Requirements:** The **Local Government** may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the **Local Government** may do the fencing on the property owner's remaining property.

Where the **Local Government** performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. **State** participation in the **Local Government's** cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The **State** will be given credit for any salvaged fencing material and will not participate in any overhead costs of the **Local Government**.

If **State** participation is to be requested on the lump sum basis, the **State** and the **Local Government** will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the **State**. In the event the cost of the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved.

**Reimbursement:** The **State** will reimburse the **Local Government** for right of way acquired after the date of this agreement in amount not to exceed ninety percent (90%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The **State's** reimbursement will be in the amount of ninety percent (90%) of the **State's** predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the **Local Government** for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the **State** shall be based on the final judgment, conditioned upon the **State** having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The **State** shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the **State** and the **Local Government** as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the **State** will reimburse the **Local Government** in the amount of ninety percent (90%) of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the **Local Government** prefers not to execute a lump sum agreement for either fencing or utility adjustments, the **State** will reimburse on the actual cost of such fencing or adjustments. The **Local Government's** request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

**Inspection of Books and Records:** The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**General:** It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the **State** which is needed and not yet dedicated, in use or previously acquired in the name of the **State** or **Local Government** for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the **State**.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the **State** and the **Local Government**.

**LOCAL GOVERNMENT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXECUTION RECOMMENDED:**

\_\_\_\_\_  
District Engineer, Austin District

**THE STATE OF TEXAS**

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_

John P. Campbell, P.E.  
Director, Right of Way Division

Date: \_\_\_\_\_

## Set Public Hearing for CR268

### Commissioners Court - Regular Session

**Date:** 02/03/2009  
**Submitted By:** Terri Countess, Commissioner Pct. #3  
**Submitted For:** Valerie Covey  
**Department:** Commissioner Pct. #3  
**Agenda Category:** Regular Agenda Items

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#### Information

##### Agenda Item

Consider setting a date for a public hearing to change the name of the east and west section of CR 268 beginning at W SH 29 to Kaufman Loop.

##### Background

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#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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#### Attachments

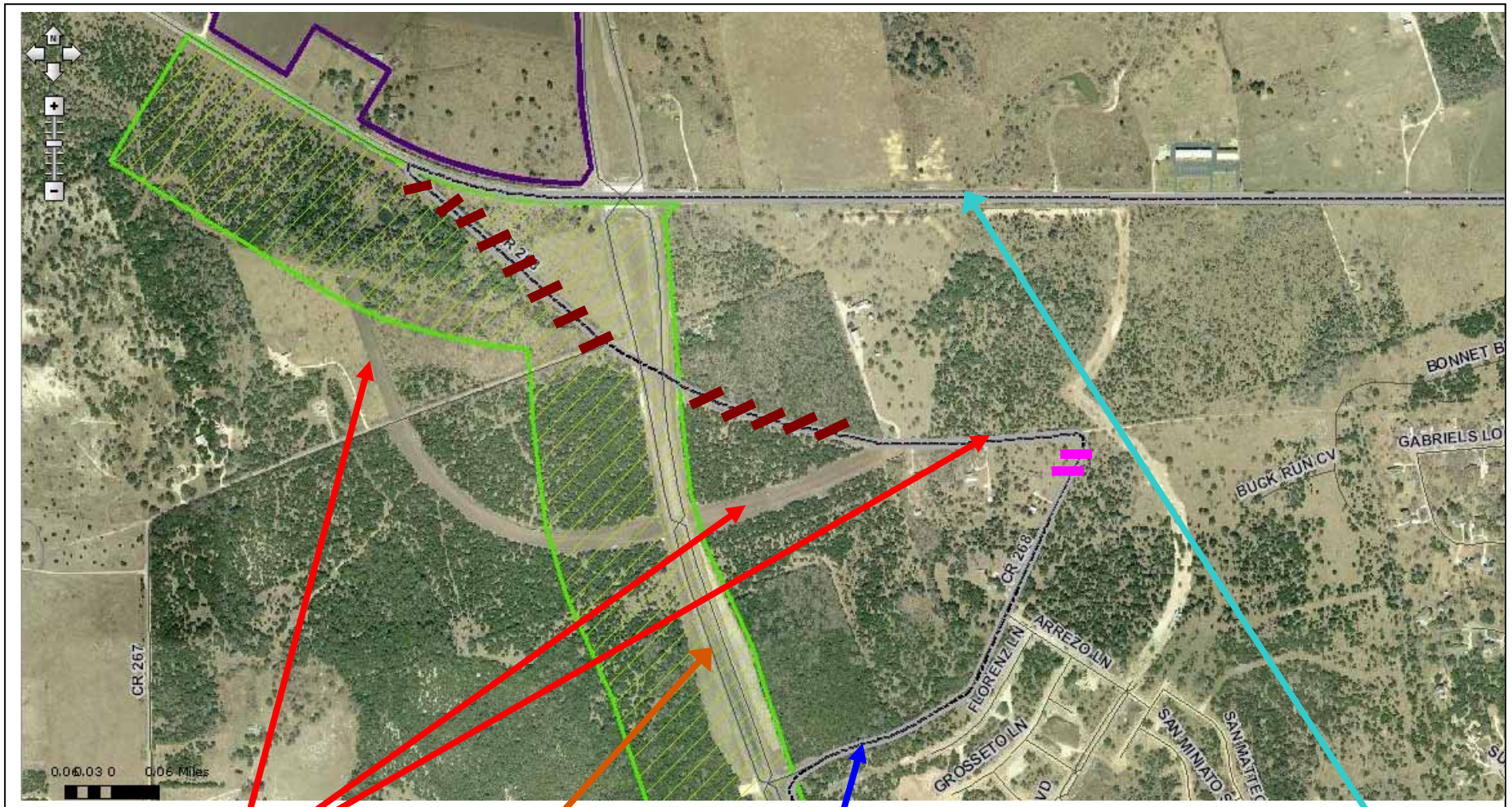
Link: [Kauffman Loop](#)

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#### Form Routing/Status

Form Started By: Terri Countess  
Started On: 01/27/2009 12:55 PM  
Final Approval Date: 01/27/2009



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**Proposed  
Kauffman Loop**

**Ronald Reagan**

**Existing  
CR268**

-  No longer a road
-  Dead End

**SH29**

## Clean Air Commissioners Court - Regular Session

**Date:** 02/03/2009  
**Submitted By:** Nancy Heath, Commissioner Pct. #4  
**Submitted For:** Ron Morrison  
**Department:** Commissioner Pct. #4  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Discuss and consider a professional services agreement between Williamson County and GDS Associates, Inc. for the creation of a report regarding the new 8-Hour Ozone Air Quality Standard and the Attainment Status of Williamson County.

#### Background

See attached professional services agreement from GDS Associates, Inc.

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

*No file(s) attached.*

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### Form Routing/Status

Form Started By: Nancy Heath  
Started On: 01/28/2009 02:47 PM  
Final Approval Date: 01/29/2009

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## Consider approving Change Order # 2 for Chasco Constructors for Brushy Creek Regional Trail phase III in the amount \$9,453.00

### Commissioners Court - Regular Session

**Date:** 02/03/2009  
**Submitted By:** Jim Rodgers, Parks  
**Submitted For:** Jim Rodgers  
**Department:** Parks  
**Agenda Category:** Regular Agenda Items

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#### Information

##### Agenda Item

Consider approving Change Order # 2 for Chasco Constructors for Brushy Creek Regional Trail phase III in the amount \$9,453.00

##### Background

Change order # 2 for Brushy Creek Trail phase III in the amount of \$9,453 and is the close out document. This contract was not a lump sum contract but was based on actual items and measurements. Actual field measurements indicate that we needed more toe wall and less retaining wall resulting in the need for the change order. The attached change order document outlines the changes and drawings help demonstrate the item. Funding would be suggested to come from 2006 park bonds as indicated in our park bond work session.

The trail grand opening is scheduled for 10am March 7, 2009.

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#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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#### Attachments

Link: [BCRT III CO#2](#)

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#### Form Routing/Status

Form Started By: Jim Rodgers  
 Started On: 01/28/2009 02:27 PM  
 Final Approval Date: 01/29/2009

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1/21/2009

Chasco Constructors

Submitted by Kellin Neiman

**CHANGE ORDER REQUEST #2**

**JOB NAME: BRUSHY CREEK REGIONAL TRAIL - PHASE 3 JOB #08079**

**SCOPE: CHANGE ORDER REQUEST #2**

1/21/2009

Item	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
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		<b>Section 2</b>				
Wall Qty's	CP 004	TOE WALL - ADDED QUANTITY	735	SFF	\$ 23.00	\$ 16,905.00
Wall Qty's	CP 004	RETAINING WALL - DEDUCTED QUANTITY	-414	SFF	\$ 18.00	\$ (7,452.00)
<b>Change Order #2 Request Total</b>						<b>\$ 9,453.00</b>

**Brushy Creek Regional Trail Phase 3 – Change Order #2**



**Brushy Creek Regional Trail Phase 3 – Change Order #2**



## Springwoods MUD Area annexation committee Commissioners Court - Regular Session

**Date:** 02/03/2009  
**Submitted By:** Mary Clark, Commissioner Pct. #1  
**Submitted For:** Mary Clark  
**Department:** Commissioner Pct. #1  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Consider approving appointments to a committee on the annexation by the City of Austin for an area located near Springwoods M.U.D.

#### Background

The City of Austin is planning for the annexation of the Springwoods MUD area. In December of 2007 the City of Austin amended its Municipal Annexation Plan (MAP) to include portions of the Springwoods area outside of the Springwoods Municipal Utility District. In March of 2008, property owners in the area were sent letters notifying them that their properties had been included in the MAP and describing the three-year MAP process. The next phase of the annexation process was the public hearings that were held on Oct. 20, 2008 and Oct. 23, 2008. During the public hearings, and through notification by letter from the city, property owners were asked if they were interested in representing the annexation area as a negotiator to contact Commissioner Birkman's office. City staff will negotiate the annexation service plan with 5 representatives of the property owners appointed by the Williamson County Commissioner's Court. Commissioner Birkman's office received calls and emails from 5 home owners in the effected area. We have interviewed all of them and we are recommending the following the persons for the committee:

Dan Sulzer – 13323 Water Oak Lane, Austin, TX 78729 - property owner  
 Brad Hunt – 8802 Crown Court, Austin, TX 78729 - property owner  
 Milton Mallory – 13322 Villa Park Drive, Austin, TX 78729 - property owner  
 Pam Rattan – 13214 Villa Park Drive, Austin, TX 78729 - property owner  
 Michelle Faust - 1311 Round Rock Ave., Round Rock, TX 78681 - Round Rock ISD  
 (There are two Round Rock ISD schools, Live Oak Elementary and Deerpark Middle School, in the planned annexation area. We contacted Alan Albers from the Round Rock ISD and he would like to recommend that Michelle Faust, Director of Safety and Risk Management with Round Rock ISD be appointed to the committee and Michelle has graciously accepted to serve on the committee.)

Alternate – Ron Rattan – 13214 Villa Park Drive, Austin, TX 78729 - property owner

### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**

Link: [Springwoods Annexation](#)

Link: [Springwoods bio's](#)

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	01/27/2009 11:58 AM	APRV
3	County Judge Exec Asst.	Wendy Coco	01/27/2009 12:12 PM	APRV
Form Started By: Mary Clark			Started On: 01/27/2009 09:59 AM	
Final Approval Date: 01/27/2009				

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City of Austin

**Neighborhood Planning and Zoning Department**

Greg Guernsey, Director

P.O. Box 1088, Austin, Texas 78767

512-974-7668

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September 18, 2008

Dear Property Owner:

This letter is to inform you that the public hearings have been set for the annexation of the Springwoods Non-MUD Annexation Area. In December 2007, the City of Austin amended its Municipal Annexation Plan (MAP) to include portions of the Springwoods area outside of the Springwoods Municipal Utility District (see map on back). In March 2008, property owners in the area were sent letters notifying them that their properties had been included in the MAP and describing the three-year MAP process.

The next phase of the annexation process is the public hearings. The City Council will be coming to your area for one hearing, and another hearing will follow at City Hall. If you cannot attend the hearings, you may watch them on Cable Channel 6 or via live streaming on the internet (<http://www.ci.austin.tx.us/channel6/#>). Here is the hearing schedule:

**Monday, October 20, 2008 at 6:30 PM** at Northwest Fellowship  
13427 Pond Springs Road, Austin, Texas

**Thursday, October 23, 2008 at 6:00 PM** in the Council Chambers of City Hall  
301 West Second Street, Austin, Texas

After the hearings, City staff will negotiate the annexation service plan with representatives of the property owners appointed by the Williamson County Commissioners' Court. If you are interested in representing the annexation area as a negotiator, please contact the office of Commissioner Lisa Birkman at (512) 733-5380 to request appointment. If approved by the City Council, annexation would take effect in December 2010. Annexation of the Springwoods Municipal Utility District is scheduled for the same time.

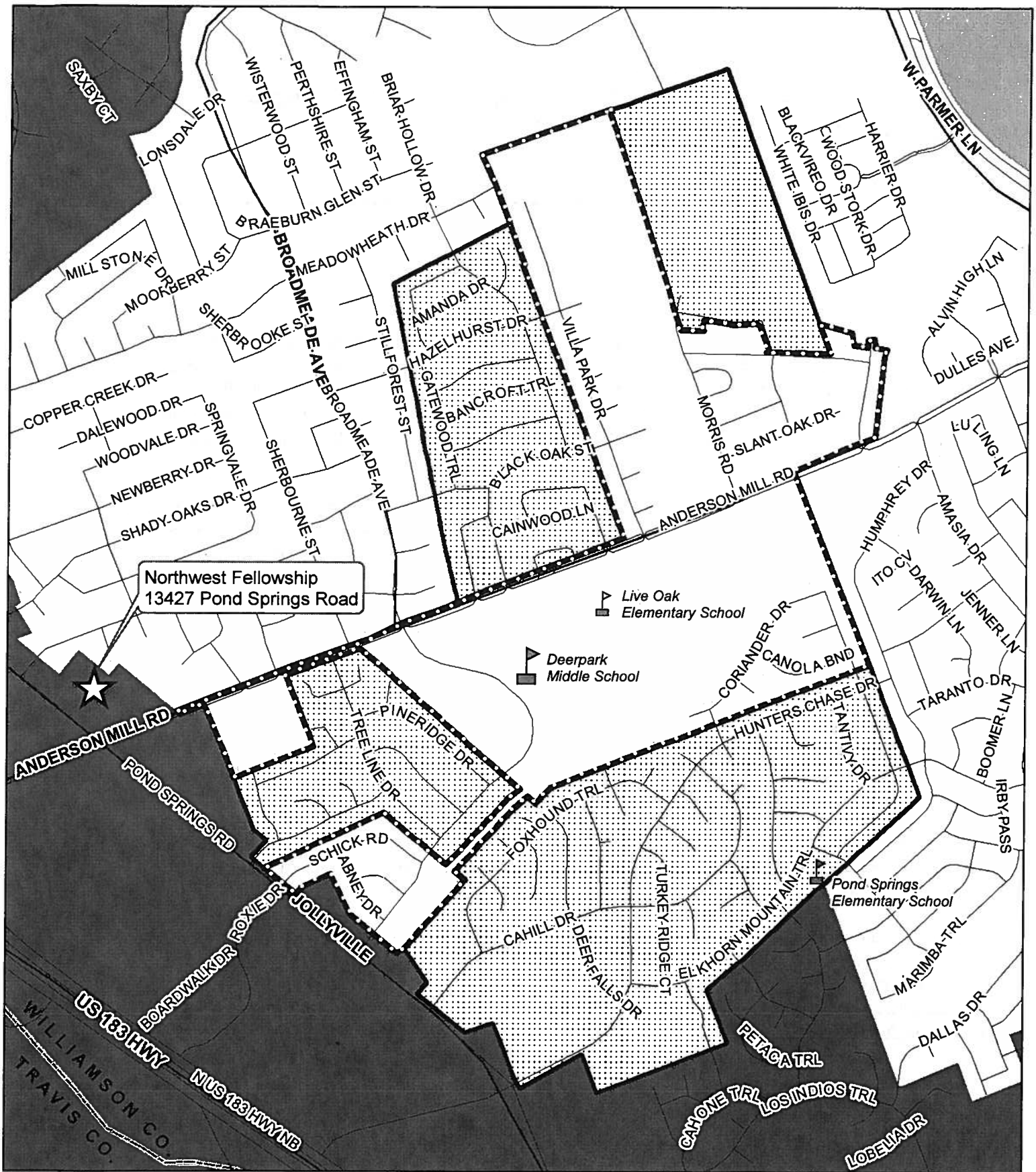
I hope that the enclosed information about city services will answer many of your questions. For information regarding the annexation process, including the amended three-year Municipal Annexation Plan and the inventory of services, please refer to the City's Web site at <http://www.ci.austin.tx.us/annexation/springwoodsmay.htm>. This Web page will be updated throughout the annexation process. You may also contact me at (512) 974-2022 or [virginia.collier@ci.austin.tx.us](mailto:virginia.collier@ci.austin.tx.us) or Jackie Chuter at (512) 974-2613 or [jackie.chuter@ci.austin.tx.us](mailto:jackie.chuter@ci.austin.tx.us).

Sincerely,

Virginia Collier, Principal Planner

The City of Austin is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request.

For assistance please call (512) 974-3256 OR (512) 974-2445 TDD.



# Springwoods Annexation Areas 2010

## Legend

### Annexation Area 2010

- Springwoods Municipal Annexation Plan Area
- Springwoods Municipal Utility District

### Current Jurisdiction

- Austin Full Purpose
- Austin Limited Purpose
- Austin ETJ



County Line



Street



0 250 500 1,000 1,500  
Feet



City of Austin NPZD  
J. Chuter  
September 17, 2008



## City of Austin, Texas

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The City of Austin incorporated in 1891 and is comprised of over 298 square miles with an estimated population of 750,525 people

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### City Government

Austin has a council-manager form of government. The Council is composed of six members and a mayor, all of whom are elected at-large at the City's general election in May and serve staggered three-year terms. The Council hires the City Manager, who is responsible for the operation of the city. Residents may run for office or seek an appointment to a board or commission. Citizens are encouraged to be active in the community by voting, participating in public hearings, and sharing ideas and concerns.

### City budget

The city budget is adopted in September of each year, and is effective from October 1<sup>st</sup> to September 30<sup>th</sup> of the following year. The primary sources of revenue for the city include property taxes, sales taxes, and revenue from the two city-owned utilities, Austin Water Utility and Austin Energy.

### City property taxes

Properties included in the City's taxing jurisdiction as of December 31, 2010 will receive a tax bill including City property taxes in late 2011. Over the last several years, the City's tax rate has remained at approximately \$0.40 per \$100 of assessed value. At this rate, the tax bill for the median home valued at \$189,562 would be \$764 per year. This rate is lower than other large cities in Texas and many other central Texas cities. In addition, the City offers exemptions for property owners who are over 65 years of age or disabled.

### Overview of City Services

The service plan includes a program under which the city will provide services that are available city-wide. Services include public safety, solid waste collection, operation and maintenance of water and wastewater facilities, roads, parks, and capital improvements necessary to provide these city services.

### Public Safety

The Austin Police Department keeps crime low compared to similarly-sized U.S. cities and will provide protection and law enforcement services. APD currently utilizes a Neighborhood Based Policing model, which includes self-initiated calls, in order to establish partnerships between residents and police officers to improve safety. The City's District Representative program is designed to allow officers to interact with individuals, neighbors and businesses to improve safety and address crime-related issues specific to a neighborhood. A centralized Communications center, CTECC, supports the operations of critical emergency communications and transportation management for the region.

The Austin Fire Department has the most extensive resources in the Central Texas region and will provide emergency and fire prevention services including fire suppression and rescue and first response on life threatening medical emergencies. The Office of Emergency Management has developed an Emergency Operations Master Plan for all areas within the city limits that establishes concepts, policies and procedures that apply to all types of emergencies and/or disasters. The City has implemented a Reverse 911 system "Code

RED” that is utilized to notify citizens in case of an emergency and/or disaster that may impact their neighborhood. The City also provides emergency and disaster notice and information via NOAA weather radios.

The City of Austin/Travis County Emergency Medical Services Department will provide emergency and safety services including First Aid, Advanced Life Support ambulance response, and medical rescue services.

### **Utilities**

The Austin Water Utility will make central water and wastewater service available to properties within the annexed area and will maintain and operate facilities and infrastructure needed to provide these services. Homeowners currently utilizing a well or on-site septic system may continue to use these systems, and will have the option to connect to central service when it is available.

Electric and gas service are not affected by annexation.

### **Road Maintenance**

The City’s Public Works Department will maintain and repair public streets over which the City has jurisdiction. The City will also install and maintain regulatory signs and signals as needed. Street sweeping service for streets with curb and gutter and removal of dead animals from roadways will be provided by the Solid Waste Services Department.

If individual property owners or their homeowners’ associations desire the installation of additional streetlights, Austin Energy will survey the area to see if it requires more lighting. On public streets lights will be maintained by Austin Energy, and the electricity will be paid for by the City. On private streets, the homeowners’ association would be responsible for the cost of installation, maintenance, and electricity.

### **Parks and Recreation**

The Austin Parks and Recreation Department oversees more than 16,682 acres of land containing parks, preserves, hike-and-bike trails, greenbelts, recreation centers, athletic fields, and pools in and around Austin. The City provides opportunities for a diversity of recreational, cultural and outdoor experiences for the Austin community.

### **Zoning and Development**

The City’s watershed protection, development review, and planning staff work to ensure that future development protects Austin’s quality of life.

Zoning promotes compatibility of adjacent land uses. The City also regulates the subdivision of land, commercial

site planning, and enforces building codes for your safety. The City’s code compliance officers ensure that buildings and lots meet adopted standards by notifying owners of improper conditions and working with them to correct the problems. Structures and fences in need of repair, overgrown grass and trees, improper storage of vehicles, unauthorized home businesses, and other nuisances may be reported to 3-1-1 for action.

The Watershed Protection and Development Review Department provides drainage planning and maintenance services for water quality protection.

### **Library**

Upon annexation, residents may utilize all Austin Public Library facilities. In addition to borrowing items from the library’s collections, residents may take advantage of computer training, internet access, online research databases, interlibrary loans, and youth programs.

### **Health and Human Services**

The Austin/Travis County Health and Human Services Department will inspect food establishments and child care facilities, provide animal services including leash law, pet licensing, and rabies control, and provide access to community health clinics and Medical Assistance Program benefits.

### **City Solid Waste Services**

The City will provide curbside pick-up of garbage, recycling, and yard trimmings to all single-family residential customers and commercial and multifamily property owners upon request. Residents may also utilize the Household Hazardous Waste Facility.

### **Additional information**

For further information regarding city services visit the City’s website at [www.cityofaustin.org](http://www.cityofaustin.org)

Or contact City Staff Virginia Collier at (512) 974-2022 or Jackie Chuter at (512) 974-2613.

# *Trollenheim*

**DAN L. SULZER**

13323 Water Oak Ln. • Austin, TX 78729 • Phone: (512) 918-1056 • Fax: (512) 918-1056

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## **Dan L. Sulzer, Candidate for Annexation Board Brief Bio**

I am a retired state worker with twenty five years' experience in topography, power plants, wastewater management, and surface water management. I also have a great deal of experience in layout and construction of tertiary roadways and drainage. I have been living in the Jolly Oaks Phase II area for sixteen years, and own three discrete and separate properties in the area.

During this time I have been actively involved in resolving a number of neighborhood issues and other problems. Two such situations include the following.

- 1) Fifteen years ago, the neighborhood was subject to sheet flooding two and half to three feet deep during the seasonal rains. On my own initiative, I organized the neighborhood, and I engineered, funded and constructed flood control structures which enabled us to control this flooding in a more reasonable manner until Anderson Mill Road could be modified, about five years ago. Initially, Williamson County could find neither the funds or the initiative to address our community problem. Therefore I designed and constructed the requisite machinery, drains, ditches, berms and revetments, at my own cost and after organizing and enlisting the cooperation of my neighbors, to divert and drain the flood waters before they could accumulate to jeopardize homes and property. I managed to scrounge material from any sources I could find, including pipes, stone, and steel. Later on, I worked with local contractors who were adding to the neighborhood to provide for further diversion and drainage.
- 2) Early on, I recognized that we had a serious problem with an old abandoned swimming pool in which animals were being trapped and drowned, and which was being used as a haven for illicit activities related to drugs, among other things. This property had become an open cesspool, ridden with rats, medical waste, and unhealthy insect life. It required several years to gain control of the property, such that I could drain the standing water and sludge, fill in the pool, and secure the derelict building in a safe and satisfactory manner. All of this was done on my own initiative and at my own cost, for the well-being of the neighborhood. This property was, is, and remains a financial drain upon my resources; however, the community is much the better for it.

I have been a member of the varied and sundry neighborhood associations representing our area. During said membership, I had the privilege of influencing the channelization of Lake Creek, the construction of the hike and bike path along the same, and the resolution of the issue that arose concerning traffic and parking for the Optimist Club recreation facilities. I have a long term investment here, I plan to remain in residence for many years to come, and thus have an ongoing interest in fostering consensus and cooperative resolution of any and all neighborhood issues. I have the confidence and respect of my neighbors, a number of whom have asked me to stand for inclusion in the upcoming Annexation Board, to represent our concerns, and to work for the best interests of all concerned.

**From:** Tammy Smith  
**Sent:** Wednesday, January 21, 2009 2:40 PM  
**To:** Mary Clark  
**Subject:** FW: Ron Rattan

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**From:** Ron Rattan [mailto:rrattan@austin.rr.com]  
**Sent:** Wednesday, January 14, 2009 5:13 PM  
**To:** Tammy Smith  
**Subject:** Ron Rattan

Responding to your request for personal bio. information regarding potential committee members, I am submitting the following brief outline:

Texas native, born 1947, BFA degree Kansas City Art Institute in Industrial Design, studied IIT Chicago, Post grad studies in Architecture for internship, Registered Architect, primarily in commercial and notable area institutional projects such as Univ. of Texas, worked independently 20+ years, married with 2 grown children, Springwoods area resident since 1985, homeowner in Williamson county since that time, served on the Springwoods MUD Board, brought several positive contributions to area including Springwoods Park and area maintenance and lighting projects, served on Town and Country Optimist Board, member National Assoc. of Youth Coaches, coached youth teams continuously for 15 years, recent professional involvement facilitating Concordia University relocation efforts, Past member of Professional Photographers of America, Austin Guild and TPPA.

Ron Rattan

**From:** Tammy Smith  
**Sent:** Wednesday, January 21, 2009 2:41 PM  
**To:** Mary Clark  
**Subject:** FW: Bios Rattan's

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**From:** Pam Rattan [mailto:Pam.Rattan@leanderisd.org]  
**Sent:** Wednesday, January 14, 2009 11:11 AM  
**To:** Tammy Smith  
**Subject:** Bios Rattan's

Pam Rattan

- Born Travis County-1957
- 5th Generation Williamson County, State Road plaque in New Bern for the Stauffer Family original Homestead
- Raised and educated in Austin
- Both of my Parents worked in State Agencies for around 35 years.
- My mom is still living in the home I was raised in Austin
- Graduated from UT in 1979, Teaching Degree, Interior Design Minor
- Began teaching at Leander HS in 1981, still there
- Married in 1982 to Ron
- Bought our first house in Springwoods in 1985
- Received my Lamaze Certification in 1989
- Moved to Northwest Woods in 1990, around the corner from Springwoods where we currently live
- Have son, 23 and daughter, 20, both in college and working

See you on Jan 21st, Wednesday at 9.  
Ron will be sending his bio. from home.  
Thanks, Pam Rattan  
825-6292

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This email has been scanned by the MessageLabs Email Security System.  
For more information please visit <http://www.messagelabs.com/email>

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Brad Hunt Bio

From: Brad [bhunt72@austin.rr.com]  
Sent: Sunday, January 11, 2009 6:19 PM  
To: Mary Clark  
Subject: Re: annexation committee

Mary Clark wrote:

>  
> Good Afternoon Brad,  
>  
> I was checking to see if you are still interested in the serving on  
> the annexation committee. If so, can you please send me a short bio  
> for our records?  
>  
> Also, current contact information would be helpful.  
>  
> Upon receipt of your bio, I will have Tammy Smith from our office  
> contact you to meet briefly with Commissioner Birkman.  
>  
> We would like to get the appointments on the Commissioner's Court  
> agenda for Jan. 27<sup>th</sup>, so the sooner we can get the interviews set up  
> the better.  
>  
> Thank you in advance for your willingness to serve.  
>  
> Kind Regards,  
>  
> \*\*Mary Clark\*\*  
>  
> Executive Assistant to the Commissioner  
>  
> Williamson County, Pct. 1  
>  
> 400 West Main, Ste. 216  
>  
> Round Rock, TX 78664  
>  
> (512) 733-5380 phone  
>  
> (512) 733-5384 fax  
>  
> mclark@wilco.org <mailto:mclark@wilco.org>  
>

Mary per our conversation on Friday I would like to serve on the committee. I am a native Texan, born in San Antonio Texas raised in Corpus Christi, Texas. I moved to Austin in 1979 while working with the Insurance Company of North America. I have been in the insurance business since 1968 starting with the State board of Insurance. My current employer is Watkins Insurance Group. I purchased my home in 1996. My address is 8802 Crown Ct Austin Texas 78729 Mary I will be out of town on January 24th return on Friday the 30th.

Regards  
Brad

A brief resume of  
Milton Wiley Mallory  
13322 Villa Park Drive  
Austin, Texas 78729  
512.250.1137

Born in Sarasota, Florida to native Texan parents, November 5, 1939. Raised in Paris, Texas. Graduated High School and Paris Junior College. Graduated East Texas State College, now Texas A & M Commerce, in 1965.

1965-68 Employed **International Minerals and Chemicals** in sales promotion, marketing and public relations of agricultural mine products (fertilizer). Left to get back to Texas.

1968-71 Employed **KPLT** radio in Paris, Texas. Served as director of news, sports and information as well as newscaster, disk jockey, play-by-play and sales.

1971-79 Employed by various real estate enterprises in Dallas, Lubbock, and Abilene. Involved in the mobile home placements after the Corpus Christi hurricane.

1979-81 Employed as executive director of **South Padre Island & Port Isabel Chamber of Commerce**. Toured and entertained travel writer and travel agents touting a not yet discovered treasure on the Texas coast. It was rewarding work but a fuel crisis ended the tour.

1981-85 Employed by **National Seafoods** a shrimp producer and marine construction and salvage company. Worked with various port authorities and the Corps of Engineers in construction projects. Left the Rio Grande Valley for a better education for my children.

1985-96 Employed by The State of Texas.

1985-1988 **Secretary of State**, Elections Division: pari-legal, public relations and legislative liaison. Coordinator of special elections with the office of Governor, Secretary of State and local officials. Conducted election seminars all over the state. Election inspector for various troublesome areas.

1988-91 **Comptroller of Public Accounts**. Legislative affairs. Maintained vigilance on the various arms of the legislature as well as the session itself. Worked with the offices of Lieutenant Governor and the Speaker of the House as well as the Governors office in matter concerning the Comptroller or Mr. Bullock himself.

1991-96 **Texas Department of Criminal Justice**, Huntsville, Texas: Analyst for budget and legislative affairs, which was almost one in the same. Legislative liaison during session and special hearings. Retired from the state.

Retirement has been an adventure of jobs and learning. Currently I work game days for the **Round Rock Express** baseball team and security for **W-3 Events** as a *Non-Commissioned Security Officer*.

I am enrolled in UT-LAMP, a learning series at the **University of Texas at Austin**.

Wife Dianne of 41 years, two children, four grandchildren. Homeowner.  
Served in U. S. Marine Corps 1957-60

## CTRMA Reappointments

### Commissioners Court - Regular Session

**Date:** 02/03/2009  
**Submitted By:** Grimes Kathy, Commissioner Pct. #2  
**Submitted For:** Cynthia Long  
**Department:** Commissioner Pct. #2  
**Agenda Category:** Regular Agenda Items

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#### Information

##### Agenda Item

Discuss and take appropriate action on the reappointment of Jim Mills and Robert Bennett to the CTRMA Board of Directors.

##### Background

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#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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#### Attachments

*No file(s) attached.*

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#### Form Routing/Status

Form Started By: Grimes Kathy      Started On: 01/26/2009 07:40 PM  
Final Approval Date: 01/27/2009

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## Crisis Respite Center MOU

### Commissioners Court - Regular Session

**Date:** 02/03/2009  
**Submitted By:** Grimes Kathy, Commissioner Pct. #2  
**Submitted For:** Grimes Kathy  
**Department:** Commissioner Pct. #2  
**Agenda Category:** Regular Agenda Items

#### Information

##### Agenda Item

Discuss and take appropriate action on Memorandum of Understanding with Bluebonnet Trails and participating hospitals for crisis respite center.

##### Background

The State approved the Williamson County collaborative project that was submitted for a crisis respite center (now officially named the San Gabriel Crisis Center) through the \$82 million Crisis Redesign allocations last Spring. St. David's Round Rock, St. David's Georgetown, Scott & White Hospital at University Medical Campus, Seton Medical Center Williamson, and Cedar Park Regional Medical Center all agreed to split the match required for the grant. Bluebonnet Trails, with the assistance of Commissioner Covey, has worked with the Georgetown Healthcare Foundation to lease the building and has paid for all renovations. In addition, Bluebonnet has contracted for the Wood Group to operate the 24-hour, 7 day a week facility; contracted, or provided other necessary medical providers; and handles all other aspects of the facility. The center is in available tool for our MOT/CIT to use for diversions from the State Hospital system and local emergency rooms. Detailed stats are being gathered to prove the effectiveness of the center and to help determine continued future participation amounts from the hospitals. This MOU has been approved and signed by all five hospital CEO's and Bluebonnet Trails. There was no match required of the County to participate in this project.

#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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#### Attachments

Link: [Signed Respite MOU](#)

#### Form Routing/Status

Form Started By: Grimes Kathy      Started On: 01/28/2009 06:13 PM  
 Final Approval Date: 01/29/2009

## **MEMORANDUM OF UNDERSTANDING**

This Agreement dated September 8, 2008 (the "Effective Date") is by and between Williamson County (the "County"), Bluebonnet Trails Community Mental Health and Mental Retardation Center ("Bluebonnet"), St. David's Round Rock Hospital, St. David's Georgetown Hospital, Scott & White Hospital at University Medical Campus, Seton Medical Center Williamson and Cedar Park Regional Medical Center (collectively, the "Participating Hospitals").

### **RECITALS**

**WHEREAS**, the State of Texas has awarded a grant (the "State Grant") to Bluebonnet, working in conjunction with the County and the Participating Hospitals, for a Crisis Respite Program (the "Program") to be located in Williamson County, and

**WHEREAS**, the State grant of \$26,827 for FY 2008 and \$574,447 for FY 2009 will support a ten bed program from July 1, 2008 to August 31, 2009, and

**WHEREAS**, the Program is proposed to be a 24-hour, community-based facility available to Williamson County residents experiencing severe mental crisis, but are not at risk to harm themselves or others, and

**WHEREAS**, Bluebonnet, through an RFP process, is currently seeking a provider partner to best fulfill the requirements of the Department of State Health Services ("DSHS") Standards of Care for the provision of a Crisis Respite Program in Williamson County, and

**WHEREAS**, the County and Bluebonnet have asked the Participating Hospitals to commit funds to help meet the local match (the "Local Match") requirement of the State Grant and the Participating Hospitals have agreed through a letter of intent to fund \$137,500 of the Local Match,

**NOW THEREFORE**, based on the following terms and conditions, the County, Bluebonnet and the Participating Hospitals agree as follows;

### **ARTICLE I.**

#### **GENERAL PROVISIONS**

##### **A. General Purpose**

The purpose of this Memorandum of Understanding is to outline the responsibilities and obligations of the County, Bluebonnet and the Participating Hospitals in the operation and funding of a Crisis Respite Program in Williamson County.

**B. Goal of Crisis Respite Program**

Bluebonnet, as the County's Local Mental Health Authority, desires to contract with an outside agency to establish, maintain and operate a Crisis Respite Program in Williamson County. Crisis Respite Programs provide short-term, 24-hour care in a residential setting for persons who are at low risk of harming themselves or others. The goal of the Program is to provide a safe alternative to placing mental health consumers in hospital emergency room facilities.

**ARTICLE II.**

**PARTY PARTICIPATION**

**A. County/Bluebonnet Project Goals**

1. Bluebonnet has issued a Request for Proposal (RFP) to seek proposals from providers able to establish staff and operate a Crisis Respite Unit in Williamson County, adhering to the DSHS standards of care for persons diagnosed with a behavioral health disorder meeting admissions criteria for the Program. After a review of all RFP's, the County and Bluebonnet will select a provider and Bluebonnet will enter into a contract with said provider to staff and operate the Program.
2. The project goals for the Program are to: (1) provide immediate stabilization and resolution of crisis situation at the most appropriate, least restrictive level of care; (2) provide an effective alternative to hospital emergency room care to reduce visitations and/or the amount of time a client spends in an emergency room; (3) reduce unnecessary incarcerations and inpatient psychiatric interventions; and (4) relieve client, family members and law enforcement from unnecessary time and costs of transporting clients to other facilities.
3. Bluebonnet shall be the sole entity responsible for determining whether or not a client is admitted into the Program. All Parties specifically agree and acknowledge that the admissions criteria for the Program shall state that Bluebonnet will prioritize assignment of the 10 beds for Williamson County or referrals from the Participating Hospitals.

**B. Project Funding**

1. The estimated annual cost to operate the Program is \$650,000. This amount includes the acquisition and/or leasing costs of the facility, operations costs, personnel costs, qualified mental health professional, registered nurse, physician, administrative overhead, and related expenses.

2. The Local Match amount of \$137,500 is needed to augment the State Grant. Any Program costs over and above the \$137,500 Local Match by the Participating Hospitals will be the responsibility of Bluebonnet.

### **C. Hospital Participation**

1. The Participating Hospitals, in recognition of the achievement of the goals listed in A.2. above, agree to participate equally in the funding of the \$137,500 Local Match (1/5, or \$27,500 each), as their share of the payments for FY 2008 and FY 2009.
2. The County and Bluebonnet agree that the sole responsibility and obligation of the Participating Hospitals is to provide the Local Match up to and no more than \$27,500 per Participating Hospital. The Participating Hospitals will not, in any event, be required to pay any more sums than those sums listed herein.
3. Each Participating Hospital will be responsible for a single, lump sum payment of \$27,500 to Bluebonnet by May 31, 2009.

## **ARTICLE III.**

### **PARTICIPATING HOSPITALS INDEMNIFICATION**

The Participating Hospitals shall be indemnified and held harmless from and against all losses, costs, damages, expenses and liabilities (herein collectively referred to as "Program Losses") of whatsoever nature, including, but not limited to, attorneys' fees, costs of litigation, court costs, amounts paid in settlement and amounts paid to discharge judgments relating to any claim, lawsuit, cause of action or other legal action or proceeding brought against the Program or against any Participating Hospital, if such claim, lawsuit, cause of action or other legal action or proceeding relates to any Program actions or activities, save and except for the Participating Hospitals' or any of its agent's, servant's or employee's own conduct, which proximately causes any such Program Losses. In the event of any actions brought against the Participating Hospitals in which indemnification is applicable, the Participating Hospitals shall promptly give written notice to Bluebonnet, and Bluebonnet shall assume the investigation and defense of such action, including the employment of counsel and the payment of all expenses. The Participating Hospitals shall have the right, at its expense, to employ separate counsel and to participate in the investigation and defense of any such action.

## **ARTICLE IV**

### **TERM AND TERMINATION**

The term of this Memorandum of Understanding will commence on the Effective Date and continue through August 31, 2009, unless terminated on an earlier date by

mutual written agreement of the Parties. The Parties agree to re-convene prior to the termination of this Agreement to re-evaluate the program. If the evaluation of the program indicates the Program to be a successful venture, the Parties will consider a plan for continued operations beyond August 31, 2009 and the financial obligations associated with continuing the Program. A plan to determine the future of the Program will be developed by the Parties by May 31, 2009.

## **ARTICLE V**

### **COOPERATION**

The Parties each agree to cooperate with each other as may be reasonably necessary to carry out the intent of this Memorandum of Understanding, including but not limited to the execution of such further documents as may be reasonably necessary.

## **ARTICLE VI**

### **SEVERABILITY AND WAIVER**

- 5.1 If any provision of this Memorandum of Understanding is illegal, invalid, or unenforceable, under present or future laws, it is the intent of the Parties that the remainder of this Memorandum of Understanding not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Memorandum of Understanding which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or unenforceable provision as is possible.
- 5.2 Any failure by a party to insist upon performance by the other party of any material provision of this Memorandum of Understanding will not be deemed a waiver of any other provision, and such party may at any time thereafter insist upon performance of any and all of the provisions of this Memorandum of Understanding.

## **ARTICLE VII**

### **APPLICABLE LAW AND VENUE**

The interpretation, performance, enforcement and validity of this Memorandum of Understanding are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

## ARTICLE VIII


### ENTIRE UNDERSTANDING

This Memorandum of Understanding contains the entire understanding of the Bluebonnet and the County. There are no other agreements or understandings or promises, oral or written, between the Parties regarding the subject matter of this Memorandum of Understanding. This Memorandum of Understanding can be amended only by written agreement signed by the Parties. This Memorandum of Understanding supercedes all other understandings between the Parties concerning the subject matter of this Memorandum of Understanding.

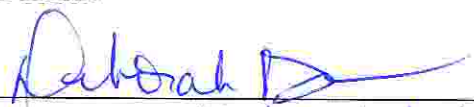
### WILLIAMSON COUNTY

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_


### BLUEBONNET TRAILS COMMUNITY MENTAL HEALTH AND MENTAL RETARDATION CENTER

By:  \_\_\_\_\_  
Printed Name: Brenda Richardson  
Title: Executive Director  
Date: 1/21/09

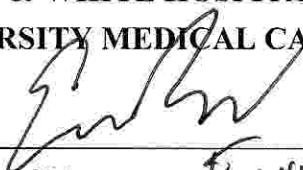
### ST. DAVID'S ROUND ROCK HOSPITAL

By:  \_\_\_\_\_  
Printed Name: Deborah Ryle  
Title: CEO  
Date: 12/19/08


**ST. DAVID'S GEORGETOWN  
HOSPITAL**

By:   
Printed Name: A Hyatt Brown #  
Title: CEO  
Date: 12/12/08

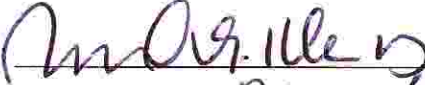
**SCOTT & WHITE HOSPITAL AT  
UNIVERSITY MEDICAL CAMPUS**

By:   
Printed Name: ERNIE BORIO  
Title: CEO  
Date: 1/26/09

**SETON MEDICAL CENTER  
WILLIAMSON**

By:   
Printed Name: Mark L. Hazelwood  
Title: President & CEO  
Date: 1/16/09

**CEDAR PARK REGIONAL MEDICAL  
CENTER**

By:   
Printed Name: DAVID B. KLEIN, MD  
Title: CEO  
Date: 1/6/09

## Williamson County Debt Management Policy Commissioners Court - Regular Session

Date: 02/03/2009  
Submitted By: Julie Kiley, County Auditor  
Submitted For: Julie Kiley  
Department: County Auditor  
Agenda Category: Regular Agenda Items

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### Information

#### Agenda Item

To discuss and approve adopting the Williamson County Debt Management Policy.

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [Debt Management Policy](#)

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### Form Routing/Status

Form Started By: Julie Kiley      Started On: 01/29/2009 07:01 AM  
Final Approval Date: 01/29/2009

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## **Debt Management Policy**

### **Our Mission**

To provide a comprehensive and viable debt management policy which recognizes the capital improvement needs of Williamson County as well as the taxpayer's ability to pay while taking into account existing legal, economic, financial and debt market considerations.

### **General Policy Overview**

The basic purpose of this policy is to provide a conceptual framework for the issuance and management of debt.

### **Factors Relevant to the Issuance of Debt**

- Legal constraints on debt capacity and various financing alternatives.
- The urgency (essentiality) of the proposed capital requirements and the economic costs of delays.
- Willingness and financial ability of the taxpayers to pay for the capital improvements.
- Determination as to whether to employ a "pay as you acquire" versus a "pay as you use" approach. Issuing debt for example to build roads allows future growth to pay off the debt resulting in a "pay as you use" approach.
- Proper balance between internal and external financing. Reimbursement Resolution utilization and limits.
- Current interest rates, borrowing and investment, and other market considerations.
- The financial condition of the County.
- The types, availability and stability of revenues to be pledged for repayment of the debt.
- Type of debt to be issued.
- The nature and asset life of the projects to be financed.

### **Debt Management Policies**

1. Capital improvements shall be financed by debt to be repaid from available revenue sources pledgeable for same.
2. Cash surpluses, to the extent available and appropriable, should be used to finance scheduled capital improvements.
3. The County will issue debt only for the purposes of constructing or acquiring capital improvements and for making major renovations to existing capital improvements. The only exception to the above would involve entering into long-term leases for the acquisition of major equipment when it is cost justifiable to do so.

4. All capital improvements financed through the issuance of debt will be financed for a period not to exceed the useful life of the improvements, but in no event to exceed 30 years.
5. All items purchased from capital dollars should match the life of the asset/debt. Operating expenses should not be incurred from dollars being paid by a debt issuance.
6. The County shall not construct or acquire a public facility if it is unable to adequately provide for the subsequent annual operation and maintenance costs of the facility.
7. The County will, at all times, manage its debt and sustain its financial position in order to seek and maintain the highest credit rating possible.
8. The County will ensure that an adequate system of internal control exists so as to provide reasonable assurance as to compliance with appropriate laws, rules, regulations, and covenants associated with outstanding debt.
9. Revenue sources will only be pledged for debt when legally available and, in those situations where they have previously been used for operation and maintenance expenses/general operating expenditures, they will only be pledged for debt when other sufficient revenue sources are available to replace same to meet operation and maintenance expenses/general operating expenditures.
10. The County will market its debt through the use of competitive bid whenever deemed feasible, cost effective and advantageous to do so. However, it is recognized that, in some situations, certain complexities and intricacies of a particular debt issue or market conditions are such that it may be advantageous to market the debt via negotiated sale.
11. The County will continually monitor its outstanding debt in relation to existing conditions in the debt market and will defease (payoff) or refund any outstanding debt when sufficient cost savings can be realized.
12. Credit enhancements will be used only in those instances where the anticipated present value savings in terms of reduced interest expense exceeds the cost of the credit enhancement.
13. In order to maintain a stable debt service burden, the County will attempt to issue debt that carries a fixed interest rate. However, it is recognized that certain circumstances may warrant the issuances of variable rate debt. In those instances, the County should attempt to stabilize the debt service payments through the use of an appropriate stabilization arrangement.
14. The debt rate will not exceed 50% of the total tax rate.
15. The County Auditor's office shall establish a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code where applicable. This process may be outsourced to a consultant as needed. Additionally, general financial reporting and certification requirements embodied in bond covenants shall be monitored to ensure compliance with all debt covenants.
16. The Investment Committee will oversee the investments related to debt management.

**Policy Review**

This policy should be jointly reviewed by the Commissioners Court and the County Auditor's Office a minimum of once every three years, notwithstanding the fact that more frequent reviews may be performed as deemed necessary.

## Consider authorizing advertising for Round Rock Annex project Commissioners Court - Regular Session

**Date:** 02/03/2009  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Bob Space  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Consider authorizing advertising and setting date of March 17, 2009 at 2:00pm at Chasco Constructors, 2801 Old Settlers Blvd, Round Rock, TX 78665, to receive proposals from trade contractors and subcontractors, for provision of all labor, material and equipment and for the performance of all major elements of the work required for the Williamson County Precinct 1 Annex (Round Rock Annex) project.

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

*No file(s) attached.*

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### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 01/27/2009 12:00 PM  
Final Approval Date: 01/27/2009

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## Consider authorizing advertising for Traffic Signal Maintenance Commissioners Court - Regular Session

**Date:** 02/03/2009  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Patrick Strittmatter  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Consider authorizing advertising and setting date of Wednesday, February 25, 2009 at 2:00pm in the Purchasing Department to receive bids for Traffic Signal Maintenance for Williamson County.

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

*No file(s) attached.*

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### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 01/27/2009 03:43 PM  
Final Approval Date: 01/29/2009

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## Consider awarding bids received for Bid # 09WC707, CR175 Phase 2A road project

### Commissioners Court - Regular Session

**Date:** 02/03/2009  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Patrick Strittmatter  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

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#### Information

##### Agenda Item

Consider awarding bids received for Bid # 09WC707, CR175 Phase 2A road project, to the lowest and best bidder meeting specifications, RGM Constructors, LP.

##### Background

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#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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#### Attachments

Link: [HNTB Recommendation](#)

Link: [Haynie Recommendation](#)

Link: [Bid Analysis](#)

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#### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 01/28/2009 08:26 AM  
 Final Approval Date: 01/28/2009

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**January 27, 2009**

Williamson County Purchasing Department  
301 S.E. Inner Loop, Suite 106  
Georgetown, Texas 78626



Attention: Jonathan Harris  
Assistant Purchasing Agent

Re: Williamson County Road Bond Program  
CR 175, Phase 2A  
Williamson County Project No. 09WC707  
Recommendation of Contractor Award

Dear Mr. Harris,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and adjusted for correctness. Corrections were necessary to several bids due to summation or rounding errors in the bidders' spreadsheets. The corrections resulted in no changes to the bid rankings, and did not change the status of the low bidder. The revised bids are therefore accepted as hereby submitted, with RGM Constructors being the low bidder.

Following is a summary of the bid totals:

1. RGM Constructors	\$1,854,291.16
2. JC Evans Construction Company	\$2,194,801.07
3. Cash Construction Company	\$2,239,874.19
4. Ranger Excavating	\$2,293,065.28
5. Chasco Constructors	\$2,338,868.51
6. Rogers Construction	\$2,443,662.69
7. Ella Construction	\$2,497,372.69
8. JO'B Site Construction	\$2,505,981.47
9. Big Creek Construction	\$2,636,463.77
10. Austin Engineering	\$2,703,044.88
11. Garey Construction	\$2,726,649.99
12. Aaron Concrete Contractors	\$2,753,064.58
13. Joe Bland Construction	\$2,793,942.12
14. Austin Bridge & Road	\$2,828,952.17
15. Smith Contracting	\$3,523,373.65

The Contractor's low bid is \$630,513.14 under the Engineer's estimated cost of construction. This represents an approximate 25% savings to the County.

In addition to meeting the bid qualifications subject to being low bidder, RGM Constructors has successfully completed several projects for the City of Round Rock, as well as two Williamson County Road Bond projects: CR 412 and McNeil Road, Phase 1. We therefore concur with the recommendation of the Design Engineer, Haynie Consulting, for award of the CR 175, Phase 2A construction contract to RGM Constructors in the contract amount of \$1,854,291.16.

Please feel free to contact our office with any questions.

Respectfully Submitted,

**HNTB Corporation**



James D. Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation

Cc: Judge Gattis, Williamson County Judge  
Commissioner Birkman, Williamson County, Pct. 1  
Commissioner Long, Williamson County, Pct. 2  
Commissioner Covey, Williamson County, Pct. 3  
Commissioner Morrison, Williamson County, Pct. 4  
Joe England, Williamson County Engineer  
Mike Weaver, Prime Strategies, Inc.  
Richard Ridings, HNTB Corporation  
Tim Haynie, Haynie Consulting  
Project File



January 23, 2009

Mr. Richard Ridings, P.E.  
c/o Laura Harris  
HNTB  
14 Galloping Road  
Round Rock, Texas 78681

**RE: Reconstruction of County Road 175, Segment 2A  
Roadway and Drainage Improvements  
Williamson County, Texas  
Letter of Recommendation for Contract Award**

Dear Mr. Ridings,

Bids for the above referenced project were opened at 2:00 p.m., Wednesday, January 21, 2009. The County received fifteen (15) bids for this work; the bid results are shown on the attached bid tabulation.

After verifying the numeric extension of the bids received and reviewing the contractor's references, we have formulated a recommendation.

Our recommendation is that the Commissioners' Court should award a construction contract to RGM Constructors, LP. in the amount of \$1,854,291.16. The specified contract time to perform the work is 180 calendar days.

Please let us know how we may be of further assistance.

Sincerely,

Timothy E. Haynie, P.E., R.P.L.S.  
Professional Engineer (Civil) License No. 36982  
Haynie Consulting, Inc.

**Bid Comparison**

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
RGM Constructors	\$ 1,854,291.16	1	\$ (630,513.14)	-25.37%	-	-
JC Evans Construction Company	\$ 2,194,801.07	2	\$ (290,003.23)	-11.67%	\$ 340,509.91	18.36%
Cash Construction Company	\$ 2,239,874.19	3	\$ (244,930.11)	-9.9%	\$ 385,583.03	20.8%
Ranger Excavating	\$ 2,293,065.28	4	\$ (191,739.02)	-7.7%	\$ 438,774.12	23.7%
Chasco Constructors	\$ 2,338,868.51	5	\$ (145,935.79)	-5.9%	\$ 484,577.35	26.1%
Rogers Construction	\$ 2,443,662.69	6	\$ (41,141.61)	-1.7%	\$ 589,371.53	31.8%
Ella Construction	\$ 2,497,372.69	7	\$ 12,568.39	0.5%	\$ 643,081.53	34.7%
JO'B Site Construction	\$ 2,505,981.47	8	\$ 21,177.17	0.9%	\$ 651,690.31	35.1%
Big Creek Construction	\$ 2,636,463.77	9	\$ 151,659.47	6.10%	\$ 782,172.61	42.18%
Austin Engineering	\$ 2,703,044.88	10	\$ 218,240.58	8.78%	\$ 848,753.72	45.77%
Garey Construction	\$ 2,726,649.99	11	\$ 241,845.69	9.7%	\$ 872,358.83	47.0%
Aaron Concrete Contractors	\$ 2,753,064.58	12	\$ 268,260.28	10.8%	\$ 898,773.42	48.5%
Joe Bland Construction	\$ 2,793,942.12	13	\$ 309,137.82	12.4%	\$ 939,650.96	50.7%
Austin Bridge & Road	\$ 2,828,952.17	14	\$ 344,147.87	13.9%	\$ 974,661.01	52.6%
Smith Contracting	\$ 3,523,373.65	15	\$ 1,038,569.35	41.8%	\$ 1,669,082.49	90.0%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	ENGINEER'S ESTIMATE		RGM Constructors		JC Evans Construction Company		Cash Construction Company	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	0100-0502	PREP ROW	55.37	STA	\$1,175.00	\$65,059.75	\$725.00	\$40,143.25	\$2,150.00	\$119,045.50	\$600.00	\$33,222.00
2	0105-0504	RMV STB BS AND /OR ASH PAV (CL 2) VAR DEP	14,326.00	SY	\$3.50	\$50,141.00	\$0.35	\$5,014.10	\$0.75	\$10,744.50	\$0.50	\$7,163.00
3	0110-0501	EXCAVATION (RDWY)	16,173.18	CY	\$6.10	\$98,656.40	\$2.55	\$41,241.61	\$8.75	\$141,515.33	\$5.50	\$88,952.49
4	0132-0518	EMBANKMENT (ORD COMP) (TY B) (CL 3)	28,807.89	CY	\$6.25	\$180,049.31	\$2.55	\$73,460.12	\$0.65	\$18,725.13	\$4.00	\$115,231.56
5	0160-0506	FURN AND PLAC TPSL (CL 2) (4")	45,334.00	SY	\$1.10	\$49,867.40	\$0.70	\$31,733.80	\$0.50	\$22,667.00	\$1.00	\$45,334.00
6	0164-0517	DRILL SEED (TEMP) WARM	22,667.00	SY	\$0.16	\$3,626.72	\$0.12	\$2,720.04	\$0.10	\$2,266.70	\$0.10	\$2,266.70
7	0164-0569	DRILL SEED (PERM)(RURAL)(CLAY)	45,334.00	SY	\$0.16	\$7,253.44	\$0.14	\$6,346.76	\$0.15	\$6,800.10	\$0.10	\$4,533.40
8	0166-0501	FERTILIZER (13-13-13)	2.83	TON	\$410.00	\$1,160.30	\$820.00	\$2,320.60	\$250.00	\$707.50	\$800.00	\$2,264.00
9	0168-0501	VEGETATIVE WATERING (PERM EROSN CONTROL)	906.00	MG	\$13.25	\$12,004.50	\$12.00	\$10,872.00	\$12.00	\$10,872.00	\$16.00	\$14,496.00
10	0168-0502	VEGETATIVE WATERING (TEMP EROSN CONTROL)	453.00	MG	\$10.00	\$4,530.00	\$12.00	\$5,436.00	\$12.00	\$5,436.00	\$16.00	\$7,248.00
11	0169-0503	SOIL RET BLNKT (CL 1)(TY C)	442.00	SY	\$1.25	\$552.50	\$2.00	\$884.00	\$2.00	\$884.00	\$1.00	\$442.00
12	0247-599	FL BS (COMP IN PLA)(TYA GR2 CL 4)(6")	205.88	CY	\$18.00	\$3,705.84	\$45.00	\$9,264.60	\$20.00	\$4,117.60	\$38.00	\$7,823.44
13	0247-599	FL BS (COMP IN PLA)(TYA GR2 CL4)(14")	9,115.45	CY	\$18.00	\$164,078.10	\$18.50	\$168,635.83	\$15.00	\$136,731.75	\$26.50	\$241,559.43
14	0247-599	FL BS (CMPL IN PLAC)(TYA GR2 CL4)(20")	10,132.44	CY	\$22.00	\$222,913.68	\$18.75	\$189,983.25	\$23.00	\$233,046.12	\$26.50	\$268,509.66
15	0310-0504	ASPH MATRL (MC-30 OR AE-P)	6,893.34	GAL	\$2.20	\$15,165.35	\$3.10	\$21,369.35	\$3.50	\$24,126.69	\$3.00	\$20,680.02
16	0340-0562	ASPH CONC (TY B) (BASE) (PG 64-22)	478.11	TON	\$78.00	\$37,292.58	\$67.00	\$32,033.37	\$66.00	\$31,555.26	\$70.00	\$33,467.70
17	0340-0574	ASPH CONC (PG-64-22) (TY C) NOTE: 4 INCH DTH	33,169.17	SY	\$10.75	\$356,568.58	\$13.70	\$454,417.63	\$13.35	\$442,808.42	\$14.00	\$464,368.38
18	0432-0507	RIPRAP (STONE)(COMMON)(DRY) (16"-36" DIA.)	754.26	CY	\$54.00	\$40,730.04	\$74.00	\$55,815.24	\$25.00	\$18,856.50	\$100.00	\$75,426.00
19	0432-0529	RIPRAP (CONC) (CL B) (STAMPED)	63.50	CY	\$450.00	\$28,575.00	\$350.00	\$22,225.00	\$578.57	\$36,739.20	\$420.00	\$26,670.00
20	0460-0511	CMP AR (GAL STL DES 2)	331.00	LF	\$31.75	\$10,509.25	\$37.00	\$12,247.00	\$68.00	\$22,508.00	\$38.00	\$12,578.00
21	0462-0518	CONC BOX CULV (7FT X 4FT)	284.20	LF	\$375.00	\$106,575.00	\$190.00	\$53,998.00	\$318.00	\$90,375.60	\$290.00	\$82,418.00
22	0462-0522	CONC BOX CULV (8FT X 4FT)	492.00	LF	\$375.00	\$184,500.00	\$194.00	\$95,448.00	\$328.00	\$161,376.00	\$340.00	\$167,280.00
23	0464-0519	RC PIPE (CL IV) (18 IN)	70.00	LF	\$42.00	\$2,940.00	\$36.00	\$2,520.00	\$72.00	\$5,040.00	\$45.00	\$3,150.00
24	0466-0508	WINGWALL (PW-N) (H=5')	2.00	EA	\$10,050.00	\$20,100.00	\$11,800.00	\$23,600.00	\$8,949.00	\$17,898.00	\$22,000.00	\$44,000.00
25	0466-0526	WINGWALL (PW-30) (H=5')	2.00	EA	\$11,150.00	\$22,300.00	\$8,500.00	\$17,000.00	\$10,108.00	\$20,216.00	\$15,000.00	\$30,000.00
26	0467-0549	SAFETY END TREAT (TY II) (DES 2) (CMP) (P)	16.00	EA	\$1,100.00	\$17,600.00	\$550.00	\$8,800.00	\$1,282.00	\$20,512.00	\$1,100.00	\$17,600.00
27	0467-0680	SAFE END TRT (TY II) (18 IN) (RCP) (6:1)	2.00	EA	\$1,200.00	\$2,400.00	\$850.00	\$1,700.00	\$1,282.00	\$2,564.00	\$1,200.00	\$2,400.00
28	0500-0501	MOBILIZATION	1.00	LS	\$253,660.50	\$253,660.50	\$25,000.00	\$25,000.00	\$172,318.00	\$172,318.00	\$17,000.00	\$17,000.00
29	0502-0501	BARRICADES, SIGNS AND TRAF HANDLE	7.00	MO	\$5,000.00	\$35,000.00	\$2,500.00	\$17,500.00	\$2,000.00	\$14,000.00	\$3,000.00	\$21,000.00
30	0508-0501	CONSTRUCT DETOURS (CL 1)	16.18	STA	\$1,800.00	\$29,124.00	\$5,100.00	\$82,518.00	\$3,200.00	\$51,776.00	\$3,000.00	\$48,540.00
31	0529-0532	CONC CURB & GUTTER (TY II)	8,425.00	LF	\$13.25	\$111,631.25	\$8.20	\$69,085.00	\$9.50	\$80,037.50	\$9.00	\$75,825.00
32	0529-0540	CONCRETE CURB (MOW STRIP)	1,390.00	LF	\$11.75	\$16,332.50	\$16.50	\$22,935.00	\$23.35	\$32,456.50	\$18.00	\$25,020.00
33	0529-0623	CONCRETE CURB (RIBBON)	8,811.00	LF	\$9.50	\$83,704.50	\$6.20	\$54,628.20	\$6.00	\$52,866.00	\$6.50	\$57,271.50
34	0530-0503	DRVWY (ASPH CONC PAV)	1,190.41	SY	\$18.25	\$21,724.98	\$19.00	\$22,617.79	\$17.00	\$20,236.97	\$16.00	\$19,046.56
35	0530-0536	DRVWY (CONC) (5INCH)	44.78	SY	\$41.67	\$1,865.98	\$105.00	\$4,701.90	\$65.00	\$2,910.70	\$45.00	\$2,015.10
36	0540-0507	MTL BEAM GD FEN (BLKOUT)(12 GA)(TIM POST)	912.50	LF	\$23.00	\$20,987.50	\$19.50	\$17,793.75	\$20.00	\$18,250.00	\$21.00	\$19,162.50
37	0540-0508	MTL BEAM GD FEN (12 GA)(STL POST)	112.50	LF	\$25.00	\$2,812.50	\$31.00	\$3,487.50	\$35.00	\$3,937.50	\$36.00	\$4,050.00
38	540-0526	TERM ANCHOR SECT (INSTALL ONLY)	4.00	EA	\$350.00	\$1,400.00	\$420.00	\$1,680.00	\$400.00	\$1,600.00	\$240.00	\$960.00
39	540-0529	MTL BEAM GD FEN (12 GA)(RADIUS RAIL)	62.50	LF	\$30.00	\$1,875.00	\$22.00	\$1,375.00	\$22.00	\$1,375.00	\$26.00	\$1,625.00
40	0552-0503	GATE (TYPE I)	6.00	EA	\$495.00	\$2,970.00	\$565.00	\$3,390.00	\$400.00	\$2,400.00	\$500.00	\$3,000.00
41	0552-0545	WIRE FENCE (TY C)(MOD)	4,607.00	LF	\$6.00	\$27,642.00	\$3.20	\$14,742.40	\$3.50	\$16,124.50	\$3.50	\$16,124.50
42	0552-0540	WIRE FENCE (TY D)(MOD)	2,860.00	LF	\$5.50	\$15,730.00	\$3.40	\$9,724.00	\$4.50	\$12,870.00	\$3.70	\$10,582.00
43	0552-0540	WIRE FENCE (TY E)(MOD)	755.00	LF	\$6.50	\$4,907.50	\$3.30	\$2,491.50	\$4.50	\$3,397.50	\$3.65	\$2,755.75

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	ENGINEER'S ESTIMATE		RGM Constructors		JC Evans Construction Company		Cash Construction Company	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
44	560-0501	MAILBOX INSTAL (SINGLE)	6.00	EA	\$180.00	\$1,080.00	\$180.00	\$1,080.00	\$165.00	\$990.00	\$180.00	\$1,080.00
45	644-0614	SM RD SGN ASSM TY 10BWG(1)SA(P)	35.00	EA	\$350.00	\$12,250.00	\$400.00	\$14,000.00	\$385.00	\$13,475.00	\$400.00	\$14,000.00
46	644-0618	SM RD SGN ASSM TY 10BWG(1)SA(T)	4.00	EA	\$450.00	\$1,800.00	\$500.00	\$2,000.00	\$475.00	\$1,900.00	\$500.00	\$2,000.00
47	658-0541	DEL ASM TY A (D-SW) POST MNT	14.00	EA	\$36.50	\$511.00	\$43.00	\$602.00	\$40.00	\$560.00	\$36.00	\$504.00
48	658-0566	OBJ MRK ASM TY 2 (OM - 2SR) (6.0)	12.00	EA	\$50.00	\$600.00	\$48.00	\$576.00	\$45.00	\$540.00	\$50.00	\$600.00
49	662 0549	WRK ZN PAV MRK NON-REMOV (W) (4") (SLD)	8,823.00	LF	\$0.40	\$3,529.20	\$0.18	\$1,588.14	\$0.17	\$1,499.91	\$0.20	\$1,764.60
50	662 0551	WRK ZN PAV MRK NON-REMOV (W) (4") (DOT)	184.00	LF	\$0.60	\$110.40	\$0.28	\$51.52	\$0.25	\$46.00	\$0.30	\$55.20
51	662 0555	WRK ZN PAV MRK NON-REMOV (W) (12") (SLD)	127.00	LF	\$1.05	\$133.35	\$4.45	\$565.15	\$4.20	\$533.40	\$4.00	\$508.00
52	662 0569	WRK ZN PAV MRK NON-REMOV (Y) (4")(SLD)	15,011.00	LF	\$0.42	\$6,304.62	\$0.18	\$2,701.98	\$0.17	\$2,551.87	\$0.20	\$3,002.20
53	662 0571	WRK ZN PAV MRK NON-REMOV (Y) (4")(DOT)	262.00	LF	\$0.62	\$162.44	\$0.28	\$73.36	\$0.25	\$65.50	\$0.30	\$78.60
54	666-0501	REFL PAV MRK TY I (W) (4 IN) (SLD)	2,563.00	LF	\$0.30	\$768.90	\$0.25	\$640.75	\$0.22	\$563.86	\$0.20	\$512.60
55	666-0502	REFL PAV MRK TY I (W) (4 IN) (BRK)	2,170.00	LF	\$0.35	\$759.50	\$0.25	\$542.50	\$0.23	\$499.10	\$0.30	\$651.00
56	666-0506	REFL PAV MRK TY I (W) (8 IN) (SLD)	1,364.00	LF	\$0.70	\$954.80	\$0.45	\$613.80	\$0.40	\$545.60	\$0.40	\$545.60
57	666-0509	REFL PAV MRK TY I (W) (12 IN) (SLD)	911.00	LF	\$2.60	\$2,368.60	\$2.25	\$2,049.75	\$2.10	\$1,913.10	\$2.00	\$1,822.00
58	666-0512	REFL PAV MRK TY I (W) (24 IN) (SLD)	175.00	LF	\$5.30	\$927.50	\$4.35	\$761.25	\$4.10	\$717.50	\$4.00	\$700.00
59	666-0513	REFL PAV MRK TY I (W) (ARROW)	23.00	EA	\$120.00	\$2,760.00	\$75.00	\$1,725.00	\$70.00	\$1,610.00	\$70.00	\$1,610.00
60	666-0516	REFL PAV MRK TY I (W) (TND ARROW)	2.00	LF	\$140.00	\$280.00	\$110.00	\$220.00	\$105.00	\$210.00	\$100.00	\$200.00
61	666-0517	REFL PAV MRK TY I (W) (WORD)	13.00	EA	\$105.00	\$1,365.00	\$80.00	\$1,040.00	\$75.00	\$975.00	\$80.00	\$1,040.00
62	666-0524	REFL PAV MRK TY I (4" YELLOW SOLID)	3,052.00	LF	\$0.30	\$915.60	\$0.25	\$763.00	\$0.23	\$701.96	\$0.20	\$610.40
63	666-0530	REFL PAV MRK TY I (12" YELLOW BRK)	375.00	LF	\$2.75	\$1,031.25	\$2.32	\$870.00	\$2.20	\$825.00	\$2.00	\$750.00
64	666-0535	REFL PAV MRK TY II (W) (4 IN) (SLD)	2,563.00	LF	\$0.18	\$461.34	\$0.12	\$307.56	\$0.11	\$281.93	\$0.10	\$256.30
65	666-0536	REFL PAV MRK TY II (4 IN WHITE BRK)	2,170.00	LF	\$0.20	\$434.00	\$0.13	\$282.10	\$0.12	\$260.40	\$0.10	\$217.00
66	666-0539	REFL PAV MRK TY II (W) (8") (SLD)	1,364.00	LF	\$0.35	\$477.40	\$0.22	\$300.08	\$0.20	\$272.80	\$0.20	\$272.80
67	666-0541	REFL PAV MRK TY II (W) (12") (SLD)	911.00	LF	\$1.60	\$1,457.60	\$1.20	\$1,093.20	\$1.15	\$1,047.65	\$1.00	\$911.00
68	666-0544	REFL PAV MRK TY II (W) (24 IN) (SLD)	175.00	LF	\$3.20	\$560.00	\$2.30	\$402.50	\$2.15	\$376.25	\$2.00	\$350.00
69	666-0545	REFL PAV MRK TY II (W) (ARROW)	23.00	EA	\$40.00	\$920.00	\$45.00	\$1,035.00	\$40.00	\$920.00	\$40.00	\$920.00
70	666-0548	REFL PAV MRK TY II (W) (TND ARROW)	2.00	LF	\$55.00	\$110.00	\$70.00	\$140.00	\$65.00	\$130.00	\$70.00	\$140.00
71	666-0549	REFL PAV MRK TY II (W) (WORD)	13.00	EA	\$50.00	\$650.00	\$45.00	\$585.00	\$40.00	\$520.00	\$40.00	\$520.00
72	666-0556	REFL PAV MRK TY II (Y) (4 IN) (SLD)	3,052.00	LF	\$0.60	\$1,831.20	\$0.12	\$366.24	\$0.11	\$335.72	\$0.10	\$305.20
73	666-0561	REFL PAV MRK TY II (Y) (12 IN) (SLD)	375.00	LF	\$0.20	\$75.00	\$1.20	\$450.00	\$1.15	\$431.25	\$1.00	\$375.00
74	672 - 0509	RAIS PAV MRKR CL B (REFL) TY II-A-A	60.00	LF	\$4.75	\$285.00	\$3.35	\$201.00	\$3.10	\$186.00	\$3.00	\$180.00
75	672 - 0510	RAIS PAV MRKR TY II-C-R	359.00	EA	\$5.25	\$1,884.75	\$3.35	\$1,202.65	\$3.10	\$1,112.90	\$3.00	\$1,077.00
76	677-0501	ELIM EXT PAV MRK (4") (SLD)	21,388.00	LF	\$0.75	\$16,041.00	\$0.42	\$8,982.96	\$0.40	\$8,555.20	\$0.50	\$10,694.00
77	677-0503	ELIM EXT PAV MRK (8")(SLD)	824.00	LF	\$1.80	\$1,483.20	\$0.70	\$576.80	\$0.65	\$535.60	\$0.70	\$576.80
78	677-0504	ELIM EXT PAV MRK (12")(SLD)	511.00	LF	\$3.60	\$1,839.60	\$1.10	\$562.10	\$1.00	\$511.00	\$1.00	\$511.00
79	677-0507	ELIM EXT PAV MRK (ARROW)	5.00	EA	\$60.00	\$300.00	\$52.00	\$260.00	\$50.00	\$250.00	\$50.00	\$250.00
80	677-0508	ELIM EXT PAV MRK (WORD)	3.00	EA	\$65.00	\$195.00	\$56.00	\$168.00	\$50.00	\$150.00	\$50.00	\$150.00
81	677-0533	ELIM EXT PAV MRK (VARIOUS)	374.00	LF	\$0.70	\$261.80	\$0.58	\$216.92	\$0.55	\$205.70	\$0.50	\$187.00
82	1376-501	PORTABLE CHANGEABLE MSG SIGN	120.00	DY	\$160.00	\$19,200.00	\$225.00	\$27,000.00	\$50.00	\$6,000.00	\$60.00	\$7,200.00
83	5005-0504	ROCK FILTER DAMS (TY II)	150.00	LF	\$22.00	\$3,300.00	\$12.50	\$1,875.00	\$20.00	\$3,000.00	\$20.00	\$3,000.00
84	5005-0505	ROCK FILTER DAMS (TY II) REMOV & REPL	75.00	LF	\$16.00	\$1,200.00	\$10.50	\$787.50	\$15.00	\$1,125.00	\$10.00	\$750.00
85	5005-0506	ROCK FILTER DAMS REMOVE (TY II)	150.00	LF	\$8.25	\$1,237.50	\$8.50	\$1,275.00	\$5.00	\$750.00	\$5.00	\$750.00
86	5249-0501	TEMP SEDMT CONT FENCE	11,096.00	LF	\$2.50	\$27,740.00	\$1.45	\$16,089.20	\$2.25	\$24,966.00	\$2.00	\$22,192.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	ENGINEER'S ESTIMATE		RGM Constructors		JC Evans Construction Company		Cash Construction Company	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
87	5249-0502	TEMP SEDMT CONT FENCE (REMOV & REPL)	5,548.00	LF	\$1.50	\$8,322.00	\$0.68	\$3,772.64	\$1.65	\$9,154.20	\$0.50	\$2,774.00
88	5249-0503	TEMP SEDMT CONT FENCE (REMOV)	11,096.00	LF	\$0.55	\$6,102.80	\$0.27	\$2,995.92	\$0.10	\$1,109.60	\$0.20	\$2,219.20
89	5819-0501	SINGLE GUARDRAIL TERM (TY I)	4.00	EA	\$2,400.00	\$9,600.00	\$2,000.00	\$8,000.00	\$1,800.00	\$7,200.00	\$2,000.00	\$8,000.00
TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS						\$2,484,804.30	\$1,854,291.16		\$2,194,801.07		\$2,239,874.19	
ACTUAL BASE BID PROPOSAL						\$2,484,804.30	\$1,854,291.16		\$2,194,801.06		\$2,239,874.19	
ADJUSTMENT DIFFERENCE						\$0.00	\$0.00		\$0.01		\$0.00	
Acknowledgement of Addenda:												
Addendum No. 1							Yes		Yes		Yes	
Addendum No. 2							Yes		Yes		Yes	
Bid Bond							Yes		Yes		Yes	
Conflict of Interest Statement							Yes		Yes		Yes	
References (Mimimum of three)							Yes		Yes		Yes	

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Ranger Excavating		Chasco Constructors		Rogers Construction		Ella Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	0100-0502	PREP ROW	55.37	STA	\$452.00	\$25,027.24	\$1,295.00	\$71,704.15	\$1,018.00	\$56,366.66	\$2,782.00	\$154,039.34
2	0105-0504	RMV STB BS AND /OR ASH PAV (CL 2) VAR DEP	14,326.00	SY	\$0.75	\$10,744.50	\$1.10	\$15,758.60	\$0.95	\$13,609.70	\$1.00	\$14,326.00
3	0110-0501	EXCAVATION (RDWY)	16,173.18	CY	\$8.85	\$143,132.64	\$3.20	\$51,754.18	\$6.28	\$101,567.57	\$8.85	\$143,132.64
4	0132-0518	EMBANKMENT (ORD COMP) (TY B) (CL 3)	28,807.89	CY	\$5.23	\$150,665.26	\$6.75	\$194,453.26	\$4.40	\$126,754.72	\$5.23	\$150,665.26
5	0160-0506	FURN AND PLAC TPSL (CL 2) (4")	45,334.00	SY	\$0.70	\$31,733.80	\$0.90	\$40,800.60	\$0.85	\$38,533.90	\$1.00	\$45,334.00
6	0164-0517	DRILL SEED (TEMP) WARM	22,667.00	SY	\$0.15	\$3,400.05	\$0.12	\$2,720.04	\$0.11	\$2,493.37	\$0.11	\$2,493.37
7	0164-0569	DRILL SEED (PERM)(RURAL)(CLAY)	45,334.00	SY	\$0.18	\$8,160.12	\$0.14	\$6,346.76	\$0.14	\$6,346.76	\$0.14	\$6,346.76
8	0166-0501	FERTILIZER (13-13-13)	2.83	TON	\$880.00	\$2,490.40	\$824.00	\$2,331.92	\$840.00	\$2,377.20	\$840.00	\$2,377.20
9	0168-0501	VEGETATIVE WATERING (PERM EROSN CONTROL)	906.00	MG	\$22.55	\$20,430.30	\$17.00	\$15,402.00	\$18.00	\$16,308.00	\$25.00	\$22,650.00
10	0168-0502	VEGETATIVE WATERING (TEMP EROSN CONTROL)	453.00	MG	\$22.55	\$10,215.15	\$17.00	\$7,701.00	\$18.00	\$8,154.00	\$15.00	\$6,795.00
11	0169-0503	SOIL RET BLNKT (CL 1)(TY C)	442.00	SY	\$1.10	\$486.20	\$1.05	\$464.10	\$1.20	\$530.40	\$1.50	\$663.00
12	0247-599	FL BS (COMP IN PLA)(TYA GR2 CL 4)(6")	205.88	CY	\$30.00	\$6,176.40	\$54.00	\$11,117.52	\$54.15	\$11,148.40	\$89.00	\$18,323.32
13	0247-599	FL BS (COMP IN PLA)(TYA GR2 CL4)(14")	9,115.45	CY	\$22.00	\$200,539.90	\$23.00	\$209,655.35	\$26.90	\$245,205.61	\$24.68	\$224,969.31
14	0247-599	FL BS (CMPL IN PLAC)(TYA GR2 CL4)(20")	10,132.44	CY	\$22.00	\$222,913.68	\$22.00	\$222,913.68	\$26.90	\$272,562.64	\$24.68	\$250,068.62
15	0310-0504	ASPH MATRL (MC-30 OR AE-P)	6,893.34	GAL	\$3.15	\$21,714.02	\$3.10	\$21,369.35	\$3.18	\$21,920.82	\$3.16	\$21,782.95
16	0340-0562	ASPH CONC (TY B) (BASE) (PG 64-22)	478.11	TON	\$68.97	\$32,975.25	\$67.65	\$32,344.14	\$69.65	\$33,300.36	\$69.00	\$32,989.59
17	0340-0574	ASPH CONC (PG-64-22) (TY C) NOTE: 4 INCH DTH	33,169.17	SY	\$13.89	\$460,719.77	\$13.75	\$456,076.09	\$14.54	\$482,279.73	\$14.34	\$475,645.90
18	0432-0507	RIPRAP (STONE)(COMMON)(DRY) (16"-36" DIA.)	754.26	CY	\$25.00	\$18,856.50	\$128.75	\$97,110.98	\$49.50	\$37,335.87	\$15.00	\$11,313.90
19	0432-0529	RIPRAP (CONC) (CL B) (STAMPED)	63.50	CY	\$343.20	\$21,793.20	\$325.00	\$20,637.50	\$427.00	\$27,114.50	\$286.00	\$18,161.00
20	0460-0511	CMP AR (GAL STL DES 2)	331.00	LF	\$54.08	\$17,900.48	\$50.00	\$16,550.00	\$38.45	\$12,726.95	\$41.00	\$13,571.00
21	0462-0518	CONC BOX CULV (7FT X 4FT)	284.20	LF	\$323.44	\$91,921.65	\$292.00	\$82,986.40	\$293.92	\$83,532.06	\$271.00	\$77,018.20
22	0462-0522	CONC BOX CULV (8FT X 4FT)	492.00	LF	\$364.00	\$179,088.00	\$331.00	\$162,852.00	\$352.00	\$173,184.00	\$306.00	\$150,552.00
23	0464-0519	RC PIPE (CL IV) (18 IN)	70.00	LF	\$71.76	\$5,023.20	\$68.00	\$4,760.00	\$74.00	\$5,180.00	\$65.00	\$4,550.00
24	0466-0508	WINGWALL (PW-N) (H=5')	2.00	EA	\$14,560.00	\$29,120.00	\$14,300.00	\$28,600.00	\$18,000.00	\$36,000.00	\$18,000.00	\$36,000.00
25	0466-0526	WINGWALL (PW-30) (H=5')	2.00	EA	\$10,400.00	\$20,800.00	\$10,000.00	\$20,000.00	\$12,000.00	\$24,000.00	\$13,600.00	\$27,200.00
26	0467-0549	SAFETY END TREAT (TY II) (DES 2) (CMP) (P)	16.00	EA	\$556.40	\$8,902.40	\$520.00	\$8,320.00	\$615.25	\$9,844.00	\$865.00	\$13,840.00
27	0467-0680	SAFE END TRT (TY II) (18 IN) (RCP) (6:1)	2.00	EA	\$899.60	\$1,799.20	\$840.00	\$1,680.00	\$800.00	\$1,600.00	\$1,010.00	\$2,020.00
28	0500-0501	MOBILIZATION	1.00	LS	\$101,000.00	\$101,000.00	\$116,000.00	\$116,000.00	\$91,000.00	\$91,000.00	\$160,000.00	\$160,000.00
29	0502-0501	BARRICADES, SIGNS AND TRAF HANDLE	7.00	MO	\$3,550.00	\$24,850.00	\$6,100.00	\$42,700.00	\$3,955.00	\$27,685.00	\$4,000.00	\$28,000.00
30	0508-0501	CONSTRUCT DETOURS (CL 1)	16.18	STA	\$3,800.00	\$61,484.00	\$3,600.00	\$58,248.00	\$4,850.00	\$78,473.00	\$5,008.00	\$81,029.44
31	0529-0532	CONC CURB & GUTTER (TY II)	8,425.00	LF	\$8.94	\$75,319.50	\$8.40	\$70,770.00	\$11.00	\$92,675.00	\$7.58	\$63,861.50
32	0529-0540	CONCRETE CURB (MOW STRIP)	1,390.00	LF	\$18.11	\$25,172.90	\$15.00	\$20,850.00	\$17.10	\$23,769.00	\$14.70	\$20,433.00
33	0529-0623	CONCRETE CURB (RIBBON)	8,811.00	LF	\$5.46	\$48,108.06	\$5.00	\$44,055.00	\$9.35	\$82,382.85	\$5.53	\$48,724.83
34	0530-0503	DRVWY (ASPH CONC PAV)	1,190.41	SY	\$16.87	\$20,082.22	\$16.50	\$19,641.77	\$17.10	\$20,356.01	\$17.00	\$20,236.97
35	0530-0536	DRVWY (CONC) (5INCH)	44.78	SY	\$46.80	\$2,095.70	\$35.00	\$1,567.30	\$55.00	\$2,462.90	\$53.00	\$2,373.34
36	0540-0507	MTL BEAM GD FEN (BLKOUT)(12 GA)(TIM POST)	912.50	LF	\$20.14	\$18,377.75	\$22.50	\$20,531.25	\$19.95	\$18,204.38	\$20.00	\$18,250.00
37	0540-0508	MTL BEAM GD FEN (12 GA)(STL POST)	112.50	LF	\$31.80	\$3,577.50	\$34.50	\$3,881.25	\$35.10	\$3,948.75	\$31.60	\$3,555.00
38	540-0526	TERM ANCHOR SECT (INSTALL ONLY)	4.00	EA	\$424.00	\$1,696.00	\$232.00	\$928.00	\$400.00	\$1,600.00	\$420.00	\$1,680.00
39	540-0529	MTL BEAM GD FEN (12 GA)(RADIUS RAIL)	62.50	LF	\$22.79	\$1,424.38	\$25.00	\$1,562.50	\$26.10	\$1,631.25	\$22.70	\$1,418.75
40	0552-0503	GATE (TYPE I)	6.00	EA	\$424.00	\$2,544.00	\$570.00	\$3,420.00	\$750.00	\$4,500.00	\$580.00	\$3,480.00
41	0552-0545	WIRE FENCE (TY C)(MOD)	4,607.00	LF	\$3.71	\$17,091.97	\$3.20	\$14,742.40	\$4.65	\$21,422.55	\$3.26	\$15,018.82
42	0552-0540	WIRE FENCE (TY D)(MOD)	2,860.00	LF	\$4.77	\$13,642.20	\$3.40	\$9,724.00	\$4.30	\$12,298.00	\$3.47	\$9,924.20
43	0552-0540	WIRE FENCE (TY E)(MOD)	755.00	LF	\$4.77	\$3,601.35	\$3.40	\$2,567.00	\$4.30	\$3,246.50	\$3.41	\$2,574.55

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Ranger Excavating		Chasco Constructors		Rogers Construction		Ella Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
44	560-0501	MAILBOX INSTAL (SINGLE)	6.00	EA	\$181.50	\$1,089.00	\$180.00	\$1,080.00	\$175.00	\$1,050.00	\$200.00	\$1,200.00
45	644-0614	SM RD SGN ASSM TY 10BWG(1)SA(P)	35.00	EA	\$423.50	\$14,822.50	\$400.00	\$14,000.00	\$400.00	\$14,000.00	\$405.00	\$14,175.00
46	644-0618	SM RD SGN ASSM TY 10BWG(1)SA(T)	4.00	EA	\$522.50	\$2,090.00	\$490.00	\$1,960.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00
47	658-0541	DEL ASM TY A (D-SW) POST MNT	14.00	EA	\$44.00	\$616.00	\$41.00	\$574.00	\$43.20	\$604.80	\$42.00	\$588.00
48	658-0566	OBJ MRK ASM TY 2 (OM - 2SR) (6.0)	12.00	EA	\$49.50	\$594.00	\$46.50	\$558.00	\$48.00	\$576.00	\$47.00	\$564.00
49	662 0549	WRK ZN PAV MRK NON-REMOV (W) (4") (SLD)	8,823.00	LF	\$0.19	\$1,676.37	\$0.20	\$1,764.60	\$0.18	\$1,588.14	\$0.18	\$1,588.14
50	662 0551	WRK ZN PAV MRK NON-REMOV (W) (4") (DOT)	184.00	LF	\$0.28	\$51.52	\$0.26	\$47.84	\$0.26	\$47.84	\$0.26	\$47.84
51	662 0555	WRK ZN PAV MRK NON-REMOV (W) (12") (SLD)	127.00	LF	\$4.62	\$586.74	\$4.30	\$546.10	\$4.53	\$575.31	\$4.42	\$561.34
52	662 0569	WRK ZN PAV MRK NON-REMOV (Y) (4")(SLD)	15,011.00	LF	\$0.19	\$2,852.09	\$0.20	\$3,002.20	\$0.18	\$2,701.98	\$0.18	\$2,701.98
53	662 0571	WRK ZN PAV MRK NON-REMOV (Y) (4")(DOT)	262.00	LF	\$0.28	\$73.36	\$0.26	\$68.12	\$0.26	\$68.12	\$0.26	\$68.12
54	666-0501	REFL PAV MRK TY I (W) (4 IN) (SLD)	2,563.00	LF	\$0.24	\$615.12	\$0.23	\$589.49	\$0.23	\$589.49	\$0.23	\$589.49
55	666-0502	REFL PAV MRK TY I (W) (4 IN) (BRK)	2,170.00	LF	\$0.25	\$542.50	\$0.25	\$542.50	\$0.24	\$520.80	\$0.24	\$520.80
56	666-0506	REFL PAV MRK TY I (W) (8 IN) (SLD)	1,364.00	LF	\$0.44	\$600.16	\$0.41	\$559.24	\$0.43	\$586.52	\$0.42	\$572.88
57	666-0509	REFL PAV MRK TY I (W) (12 IN) (SLD)	911.00	LF	\$2.31	\$2,104.41	\$2.15	\$1,958.65	\$2.27	\$2,067.97	\$2.21	\$2,013.31
58	666-0512	REFL PAV MRK TY I (W) (24 IN) (SLD)	175.00	LF	\$4.51	\$789.25	\$4.25	\$743.75	\$4.50	\$787.50	\$4.32	\$756.00
59	666-0513	REFL PAV MRK TY I (W) (ARROW)	23.00	EA	\$77.00	\$1,771.00	\$72.00	\$1,656.00	\$75.00	\$1,725.00	\$74.00	\$1,702.00
60	666-0516	REFL PAV MRK TY I (W) (TND ARROW)	2.00	LF	\$115.50	\$231.00	\$110.00	\$220.00	\$110.00	\$220.00	\$110.00	\$220.00
61	666-0517	REFL PAV MRK TY I (W) (WORD)	13.00	EA	\$82.50	\$1,072.50	\$77.00	\$1,001.00	\$81.00	\$1,053.00	\$79.00	\$1,027.00
62	666-0524	REFL PAV MRK TY I (4" YELLOW SOLID)	3,052.00	LF	\$0.25	\$763.00	\$0.25	\$763.00	\$0.24	\$732.48	\$0.24	\$732.48
63	666-0530	REFL PAV MRK TY I (12" YELLOW BRK)	375.00	LF	\$2.42	\$907.50	\$2.25	\$843.75	\$2.35	\$881.25	\$2.32	\$870.00
64	666-0535	REFL PAV MRK TY II (W) (4 IN) (SLD)	2,563.00	LF	\$0.12	\$307.56	\$0.15	\$384.45	\$0.11	\$281.93	\$0.12	\$307.56
65	666-0536	REFL PAV MRK TY II (4 IN WHITE BRK)	2,170.00	LF	\$0.13	\$282.10	\$0.15	\$325.50	\$0.13	\$282.10	\$0.13	\$282.10
66	666-0539	REFL PAV MRK TY II (W) (8") (SLD)	1,364.00	LF	\$0.22	\$300.08	\$0.25	\$341.00	\$0.21	\$286.44	\$0.21	\$286.44
67	666-0541	REFL PAV MRK TY II (W) (12") (SLD)	911.00	LF	\$1.27	\$1,156.97	\$1.20	\$1,093.20	\$1.24	\$1,129.64	\$1.21	\$1,102.31
68	666-0544	REFL PAV MRK TY II (W) (24 IN) (SLD)	175.00	LF	\$2.37	\$414.75	\$2.20	\$385.00	\$2.32	\$406.00	\$2.26	\$395.50
69	666-0545	REFL PAV MRK TY II (W) (ARROW)	23.00	EA	\$44.00	\$1,012.00	\$41.00	\$943.00	\$43.00	\$989.00	\$42.00	\$966.00
70	666-0548	REFL PAV MRK TY II (W) (TND ARROW)	2.00	LF	\$71.50	\$143.00	\$67.00	\$134.00	\$68.25	\$136.50	\$68.00	\$136.00
71	666-0549	REFL PAV MRK TY II (W) (WORD)	13.00	EA	\$44.00	\$572.00	\$41.00	\$533.00	\$43.00	\$559.00	\$42.00	\$546.00
72	666-0556	REFL PAV MRK TY II (Y) (4 IN) (SLD)	3,052.00	LF	\$0.12	\$366.24	\$0.15	\$457.80	\$0.11	\$335.72	\$0.12	\$366.24
73	666-0561	REFL PAV MRK TY II (Y) (12 IN) (SLD)	375.00	LF	\$1.27	\$476.25	\$1.20	\$450.00	\$1.24	\$465.00	\$1.21	\$453.75
74	672 - 0509	RAIS PAV MRKR CL B (REFL) TY II-A-A	60.00	LF	\$3.41	\$204.60	\$3.20	\$192.00	\$3.26	\$195.60	\$3.26	\$195.60
75	672 - 0510	RAIS PAV MRKR TY II-C-R	359.00	EA	\$3.41	\$1,224.19	\$3.20	\$1,148.80	\$3.26	\$1,170.34	\$3.26	\$1,170.34
76	677-0501	ELIM EXT PAV MRK (4") (SLD)	21,388.00	LF	\$0.44	\$9,410.72	\$0.41	\$8,769.08	\$0.42	\$8,982.96	\$0.42	\$8,982.96
77	677-0503	ELIM EXT PAV MRK (8")(SLD)	824.00	LF	\$0.72	\$593.28	\$0.70	\$576.80	\$0.69	\$568.56	\$0.68	\$560.32
78	677-0504	ELIM EXT PAV MRK (12")(SLD)	511.00	LF	\$1.10	\$562.10	\$1.05	\$536.55	\$1.05	\$536.55	\$1.05	\$536.55
79	677-0507	ELIM EXT PAV MRK (ARROW)	5.00	EA	\$55.00	\$275.00	\$52.00	\$260.00	\$53.00	\$265.00	\$52.60	\$263.00
80	677-0508	ELIM EXT PAV MRK (WORD)	3.00	EA	\$55.00	\$165.00	\$52.00	\$156.00	\$53.00	\$159.00	\$52.60	\$157.80
81	677-0533	ELIM EXT PAV MRK (VARIOUS)	374.00	LF	\$0.61	\$228.14	\$0.60	\$224.40	\$0.56	\$209.44	\$0.58	\$216.92
82	1376-501	PORTABLE CHANGEABLE MSG SIGN	120.00	DY	\$303.75	\$36,450.00	\$124.00	\$14,880.00	\$150.00	\$18,000.00	\$50.00	\$6,000.00
83	5005-0504	ROCK FILTER DAMS (TY II)	150.00	LF	\$13.20	\$1,980.00	\$12.50	\$1,875.00	\$16.00	\$2,400.00	\$15.00	\$2,250.00
84	5005-0505	ROCK FILTER DAMS (TY II) REMOV & REPL	75.00	LF	\$11.00	\$825.00	\$10.50	\$787.50	\$18.50	\$1,387.50	\$11.00	\$825.00
85	5005-0506	ROCK FILTER DAMS REMOVE (TY II)	150.00	LF	\$8.80	\$1,320.00	\$8.25	\$1,237.50	\$8.00	\$1,200.00	\$5.00	\$750.00
86	5249-0501	TEMP SEDMT CONT FENCE	11,096.00	LF	\$1.75	\$19,418.00	\$1.45	\$16,089.20	\$1.45	\$16,089.20	\$1.47	\$16,311.12

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Ranger Excavating		Chasco Constructors		Rogers Construction		Ella Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
87	5249-0502	TEMP SEDMT CONT FENCE (REMOV & REPL)	5,548.00	LF	\$0.72	\$3,994.56	\$0.70	\$3,883.60	\$1.45	\$8,044.60	\$0.69	\$3,828.12
88	5249-0503	TEMP SEDMT CONT FENCE (REMOV)	11,096.00	LF	\$0.28	\$3,106.88	\$0.30	\$3,328.80	\$0.25	\$2,774.00	\$0.27	\$2,995.92
89	5819-0501	SINGLE GUARDRAIL TERM (TY I)	4.00	EA	\$1,908.00	\$7,632.00	\$2,450.00	\$9,800.00	\$2,200.00	\$8,800.00	\$1,900.00	\$7,600.00
TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS						\$2,293,065.28	\$2,338,868.51		\$2,443,662.69		\$2,497,372.69	
ACTUAL BASE BID PROPOSAL						\$2,293,065.28	\$2,338,868.50		\$2,443,662.68		\$2,497,372.70	
ADJUSTMENT DIFFERENCE						\$0.00	\$0.01		\$0.01		-\$0.01	
Acknowledgement of Addenda:												
Addendum No. 1						Yes	Yes		Yes		Yes	
Addendum No. 2						Yes	Yes		Yes		Yes	
Bid Bond						Yes	Yes		Yes		Yes	
Conflict of Interest Statement						Yes	Yes		Yes		Yes	
References (Mimimum of three)						Yes	Yes		Yes		Yes	

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	JO'B Site Construction		Big Creek Construction		Austin Engineering		Garey Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	0100-0502	PREP ROW	55.37	STA	\$2,481.91	\$137,423.36	\$500.00	\$27,685.00	\$900.00	\$49,833.00	\$4,900.00	\$271,313.00
2	0105-0504	RMV STB BS AND /OR ASH PAV (CL 2) VAR DEP	14,326.00	SY	\$1.45	\$20,772.70	\$2.50	\$35,815.00	\$2.15	\$30,800.90	\$0.01	\$143.26
3	0110-0501	EXCAVATION (RDWY)	16,173.18	CY	\$5.05	\$81,674.56	\$7.00	\$113,212.26	\$5.00	\$80,865.90	\$8.00	\$129,385.44
4	0132-0518	EMBANKMENT (ORD COMP) (TY B) (CL 3)	28,807.89	CY	\$4.90	\$141,158.66	\$7.00	\$201,655.23	\$6.00	\$172,847.34	\$8.00	\$230,463.12
5	0160-0506	FURN AND PLAC TPSL (CL 2) (4")	45,334.00	SY	\$0.79	\$35,813.86	\$1.50	\$68,001.00	\$1.60	\$72,534.40	\$0.70	\$31,733.80
6	0164-0517	DRILL SEED (TEMP) WARM	22,667.00	SY	\$0.21	\$4,760.07	\$0.10	\$2,266.70	\$0.25	\$5,666.75	\$0.08	\$1,813.36
7	0164-0569	DRILL SEED (PERM)(RURAL)(CLAY)	45,334.00	SY	\$0.27	\$12,240.18	\$0.15	\$6,800.10	\$0.30	\$13,600.20	\$0.10	\$4,533.40
8	0166-0501	FERTILIZER (13-13-13)	2.83	TON	\$1,023.67	\$2,896.99	\$650.00	\$1,839.50	\$1,200.00	\$3,396.00	\$600.00	\$1,698.00
9	0168-0501	VEGETATIVE WATERING (PERM EROSN CONTROL)	906.00	MG	\$24.38	\$22,088.28	\$10.00	\$9,060.00	\$30.00	\$27,180.00	\$12.55	\$11,370.30
10	0168-0502	VEGETATIVE WATERING (TEMP EROSN CONTROL)	453.00	MG	\$24.38	\$11,044.14	\$10.00	\$4,530.00	\$30.00	\$13,590.00	\$12.55	\$5,685.15
11	0169-0503	SOIL RET BLNKT (CL 1)(TY C)	442.00	SY	\$1.48	\$654.16	\$1.50	\$663.00	\$1.55	\$685.10	\$1.50	\$663.00
12	0247-599	FL BS (COMP IN PLA)(TYA GR2 CL 4)(6")	205.88	CY	\$58.87	\$12,120.16	\$100.00	\$20,588.00	\$30.65	\$6,310.22	\$60.00	\$12,352.80
13	0247-599	FL BS (COMP IN PLA)(TYA GR2 CL4)(14")	9,115.45	CY	\$24.42	\$222,599.29	\$24.00	\$218,770.80	\$30.65	\$279,388.54	\$20.00	\$182,309.00
14	0247-599	FL BS (CMPL IN PLAC)(TYA GR2 CL4)(20")	10,132.44	CY	\$23.65	\$239,632.21	\$24.00	\$243,178.56	\$30.65	\$310,559.29	\$21.00	\$212,781.24
15	0310-0504	ASPH MATRL (MC-30 OR AE-P)	6,893.34	GAL	\$3.18	\$21,920.82	\$3.00	\$20,680.02	\$3.50	\$24,126.69	\$3.25	\$22,403.36
16	0340-0562	ASPH CONC (TY B) (BASE) (PG 64-22)	478.11	TON	\$69.63	\$33,290.80	\$71.00	\$33,945.81	\$75.70	\$36,192.93	\$70.00	\$33,467.70
17	0340-0574	ASPH CONC (PG-64-22) (TY C) NOTE: 4 INCH DTH	33,169.17	SY	\$14.30	\$474,319.13	\$15.00	\$497,537.55	\$14.60	\$484,269.88	\$12.85	\$426,223.83
18	0432-0507	RIPRAP (STONE)(COMMON)(DRY) (16"-36" DIA.)	754.26	CY	\$54.93	\$41,431.50	\$95.00	\$71,654.70	\$200.00	\$150,852.00	\$70.00	\$52,798.20
19	0432-0529	RIPRAP (CONC) (CL B) (STAMPED)	63.50	CY	\$496.64	\$31,536.64	\$550.00	\$34,925.00	\$294.00	\$18,669.00	\$405.00	\$25,717.50
20	0460-0511	CMP AR (GAL STL DES 2)	331.00	LF	\$49.55	\$16,401.05	\$27.50	\$9,102.50	\$35.00	\$11,585.00	\$27.00	\$8,937.00
21	0462-0518	CONC BOX CULV (7FT X 4FT)	284.20	LF	\$275.93	\$78,419.31	\$295.00	\$83,839.00	\$324.00	\$92,080.80	\$250.00	\$71,050.00
22	0462-0522	CONC BOX CULV (8FT X 4FT)	492.00	LF	\$309.98	\$152,510.16	\$332.00	\$163,344.00	\$329.00	\$161,868.00	\$300.00	\$147,600.00
23	0464-0519	RC PIPE (CL IV) (18 IN)	70.00	LF	\$49.54	\$3,467.80	\$45.75	\$3,202.50	\$50.00	\$3,500.00	\$28.00	\$1,960.00
24	0466-0508	WINGWALL (PW-N) (H=5')	2.00	EA	\$25,216.18	\$50,432.36	\$10,000.00	\$20,000.00	\$19,000.00	\$38,000.00	\$15,000.00	\$30,000.00
25	0466-0526	WINGWALL (PW-30) (H=5')	2.00	EA	\$17,416.94	\$34,833.88	\$12,000.00	\$24,000.00	\$15,000.00	\$30,000.00	\$11,500.00	\$23,000.00
26	0467-0549	SAFETY END TREAT (TY II) (DES 2) (CMP) (P)	16.00	EA	\$1,392.42	\$22,278.72	\$750.00	\$12,000.00	\$775.00	\$12,400.00	\$750.00	\$12,000.00
27	0467-0680	SAFE END TRT (TY II) (18 IN) (RCP) (6:1)	2.00	EA	\$1,185.19	\$2,370.38	\$750.00	\$1,500.00	\$680.00	\$1,360.00	\$930.00	\$1,860.00
28	0500-0501	MOBILIZATION	1.00	LS	\$49,816.27	\$49,816.27	\$250,000.00	\$250,000.00	\$100,000.00	\$100,000.00	\$300,605.00	\$300,605.00
29	0502-0501	BARRICADES, SIGNS AND TRAF HANDLE	7.00	MO	\$3,258.76	\$22,811.32	\$3,100.00	\$21,700.00	\$2,300.00	\$16,100.00	\$4,500.00	\$31,500.00
30	0508-0501	CONSTRUCT DETOURS (CL 1)	16.18	STA	\$6,748.45	\$109,189.92	\$4,250.00	\$68,765.00	\$4,860.00	\$78,634.80	\$6,000.00	\$97,080.00
31	0529-0532	CONC CURB & GUTTER (TY II)	8,425.00	LF	\$11.34	\$95,539.50	\$8.50	\$71,612.50	\$9.10	\$76,667.50	\$9.25	\$77,931.25
32	0529-0540	CONCRETE CURB (MOW STRIP)	1,390.00	LF	\$20.98	\$29,162.20	\$23.50	\$32,665.00	\$16.25	\$22,587.50	\$17.75	\$24,672.50
33	0529-0623	CONCRETE CURB (RIBBON)	8,811.00	LF	\$9.22	\$81,237.42	\$7.50	\$66,082.50	\$7.25	\$63,879.75	\$8.00	\$70,488.00
34	0530-0503	DRVWY (ASPH CONC PAV)	1,190.41	SY	\$24.73	\$29,438.84	\$16.00	\$19,046.56	\$26.25	\$31,248.26	\$15.00	\$17,856.15
35	0530-0536	DRVWY (CONC) (5INCH)	44.78	SY	\$56.49	\$2,529.62	\$95.00	\$4,254.10	\$58.00	\$2,597.24	\$70.00	\$3,134.60
36	0540-0507	MTL BEAM GD FEN (BLKOUT)(12 GA)(TIM POST)	912.50	LF	\$20.67	\$18,861.38	\$18.95	\$17,291.88	\$21.70	\$19,801.25	\$19.00	\$17,337.50
37	0540-0508	MTL BEAM GD FEN (12 GA)(STL POST)	112.50	LF	\$34.45	\$3,875.63	\$45.00	\$5,062.50	\$36.15	\$4,066.88	\$30.00	\$3,375.00
38	540-0526	TERM ANCHOR SECT (INSTALL ONLY)	4.00	EA	\$556.50	\$2,226.00	\$425.00	\$1,700.00	\$275.00	\$1,100.00	\$400.00	\$1,600.00
39	540-0529	MTL BEAM GD FEN (12 GA)(RADIUS RAIL)	62.50	LF	\$22.79	\$1,424.38	\$24.50	\$1,531.25	\$24.00	\$1,500.00	\$21.50	\$1,343.75
40	0552-0503	GATE (TYPE I)	6.00	EA	\$662.50	\$3,975.00	\$550.00	\$3,300.00	\$700.00	\$4,200.00	\$550.00	\$3,300.00
41	0552-0545	WIRE FENCE (TY C)(MOD)	4,607.00	LF	\$4.18	\$19,257.26	\$3.10	\$14,281.70	\$3.70	\$17,045.90	\$3.10	\$14,281.70
42	0552-0540	WIRE FENCE (TY D)(MOD)	2,860.00	LF	\$4.24	\$12,126.40	\$3.30	\$9,438.00	\$3.80	\$10,868.00	\$3.30	\$9,438.00
43	0552-0540	WIRE FENCE (TY E)(MOD)	755.00	LF	\$4.01	\$3,027.55	\$3.24	\$2,446.20	\$3.55	\$2,680.25	\$3.24	\$2,446.20

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	JO'B Site Construction		Big Creek Construction		Austin Engineering		Garey Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
44	560-0501	MAILBOX INSTAL (SINGLE)	6.00	EA	\$174.90	\$1,049.40	\$135.00	\$810.00	\$255.00	\$1,530.00	\$165.00	\$990.00
45	644-0614	SM RD SGN ASSM TY 10BWG(1)SA(P)	35.00	EA	\$408.10	\$14,283.50	\$357.05	\$12,496.75	\$410.00	\$14,350.00	\$385.00	\$13,475.00
46	644-0618	SM RD SGN ASSM TY 10BWG(1)SA(T)	4.00	EA	\$503.50	\$2,014.00	\$487.95	\$1,951.80	\$525.00	\$2,100.00	\$475.00	\$1,900.00
47	658-0541	DEL ASM TY A (D-SW) POST MNT	14.00	EA	\$42.40	\$593.60	\$40.00	\$560.00	\$45.00	\$630.00	\$40.00	\$560.00
48	658-0566	OBJ MRK ASM TY 2 (OM - 2SR) (6.0)	12.00	EA	\$47.70	\$572.40	\$45.00	\$540.00	\$62.00	\$744.00	\$45.00	\$540.00
49	662 0549	WRK ZN PAV MRK NON-REMOV (W) (4") (SLD)	8,823.00	LF	\$0.18	\$1,588.14	\$0.17	\$1,499.91	\$0.19	\$1,676.37	\$0.17	\$1,499.91
50	662 0551	WRK ZN PAV MRK NON-REMOV (W) (4") (DOT)	184.00	LF	\$0.27	\$49.68	\$0.25	\$46.00	\$0.27	\$49.68	\$0.25	\$46.00
51	662 0555	WRK ZN PAV MRK NON-REMOV (W) (12") (SLD)	127.00	LF	\$4.45	\$565.15	\$4.20	\$533.40	\$4.54	\$576.58	\$4.20	\$533.40
52	662 0569	WRK ZN PAV MRK NON-REMOV (Y) (4")(SLD)	15,011.00	LF	\$0.18	\$2,701.98	\$0.17	\$2,551.87	\$0.19	\$2,852.09	\$0.17	\$2,551.87
53	662 0571	WRK ZN PAV MRK NON-REMOV (Y) (4")(DOT)	262.00	LF	\$0.27	\$70.74	\$0.25	\$65.50	\$0.27	\$70.74	\$0.25	\$65.50
54	666-0501	REFL PAV MRK TY I (W) (4 IN) (SLD)	2,563.00	LF	\$0.23	\$589.49	\$0.22	\$563.86	\$0.25	\$640.75	\$0.22	\$563.86
55	666-0502	REFL PAV MRK TY I (W) (4 IN) (BRK)	2,170.00	LF	\$0.24	\$520.80	\$0.23	\$499.10	\$0.26	\$564.20	\$0.23	\$499.10
56	666-0506	REFL PAV MRK TY I (W) (8 IN) (SLD)	1,364.00	LF	\$0.42	\$572.88	\$0.40	\$545.60	\$0.43	\$586.52	\$0.40	\$545.60
57	666-0509	REFL PAV MRK TY I (W) (12 IN) (SLD)	911.00	LF	\$2.23	\$2,031.53	\$2.10	\$1,913.10	\$2.27	\$2,067.97	\$2.10	\$1,913.10
58	666-0512	REFL PAV MRK TY I (W) (24 IN) (SLD)	175.00	LF	\$4.35	\$761.25	\$4.10	\$717.50	\$4.54	\$794.50	\$4.10	\$717.50
59	666-0513	REFL PAV MRK TY I (W) (ARROW)	23.00	EA	\$74.20	\$1,706.60	\$70.00	\$1,610.00	\$75.67	\$1,740.41	\$70.00	\$1,610.00
60	666-0516	REFL PAV MRK TY I (W) (TND ARROW)	2.00	LF	\$111.30	\$222.60	\$105.00	\$210.00	\$113.00	\$226.00	\$105.00	\$210.00
61	666-0517	REFL PAV MRK TY I (W) (WORD)	13.00	EA	\$79.50	\$1,033.50	\$75.00	\$975.00	\$81.10	\$1,054.30	\$75.00	\$975.00
62	666-0524	REFL PAV MRK TY I (4" YELLOW SOLID)	3,052.00	LF	\$0.24	\$732.48	\$0.23	\$701.96	\$0.25	\$763.00	\$0.23	\$701.96
63	666-0530	REFL PAV MRK TY I (12" YELLOW BRK)	375.00	LF	\$2.33	\$873.75	\$2.20	\$825.00	\$2.40	\$900.00	\$2.20	\$825.00
64	666-0535	REFL PAV MRK TY II (W) (4 IN) (SLD)	2,563.00	LF	\$0.12	\$307.56	\$0.11	\$281.93	\$0.12	\$307.56	\$0.11	\$281.93
65	666-0536	REFL PAV MRK TY II (4 IN WHITE BRK)	2,170.00	LF	\$0.13	\$282.10	\$0.12	\$260.40	\$0.13	\$282.10	\$0.12	\$260.40
66	666-0539	REFL PAV MRK TY II (W) (8") (SLD)	1,364.00	LF	\$0.21	\$286.44	\$0.20	\$272.80	\$0.23	\$313.72	\$0.20	\$272.80
67	666-0541	REFL PAV MRK TY II (W) (12") (SLD)	911.00	LF	\$1.22	\$1,111.42	\$1.15	\$1,047.65	\$1.25	\$1,138.75	\$1.15	\$1,047.65
68	666-0544	REFL PAV MRK TY II (W) (24 IN) (SLD)	175.00	LF	\$2.28	\$399.00	\$2.15	\$376.25	\$2.50	\$437.50	\$2.15	\$376.25
69	666-0545	REFL PAV MRK TY II (W) (ARROW)	23.00	EA	\$42.40	\$975.20	\$40.00	\$920.00	\$43.25	\$994.75	\$40.00	\$920.00
70	666-0548	REFL PAV MRK TY II (W) (TND ARROW)	2.00	LF	\$68.90	\$137.80	\$65.00	\$130.00	\$70.27	\$140.54	\$65.00	\$130.00
71	666-0549	REFL PAV MRK TY II (W) (WORD)	13.00	EA	\$42.40	\$551.20	\$40.00	\$520.00	\$43.25	\$562.25	\$40.00	\$520.00
72	666-0556	REFL PAV MRK TY II (Y) (4 IN) (SLD)	3,052.00	LF	\$0.12	\$366.24	\$0.11	\$335.72	\$0.12	\$366.24	\$0.11	\$335.72
73	666-0561	REFL PAV MRK TY II (Y) (12 IN) (SLD)	375.00	LF	\$1.22	\$457.50	\$1.15	\$431.25	\$1.25	\$468.75	\$1.15	\$431.25
74	672 - 0509	RAIS PAV MRKR CL B (REFL) TY II-A-A	60.00	LF	\$3.29	\$197.40	\$3.10	\$186.00	\$3.35	\$201.00	\$3.10	\$186.00
75	672 - 0510	RAIS PAV MRKR TY II-C-R	359.00	EA	\$3.29	\$1,181.11	\$3.10	\$1,112.90	\$3.35	\$1,202.65	\$3.10	\$1,112.90
76	677-0501	ELIM EXT PAV MRK (4") (SLD)	21,388.00	LF	\$0.42	\$8,982.96	\$0.40	\$8,555.20	\$0.45	\$9,624.60	\$0.40	\$8,555.20
77	677-0503	ELIM EXT PAV MRK (8")(SLD)	824.00	LF	\$0.69	\$568.56	\$0.65	\$535.60	\$0.72	\$593.28	\$0.65	\$535.60
78	677-0504	ELIM EXT PAV MRK (12")(SLD)	511.00	LF	\$1.06	\$541.66	\$1.00	\$511.00	\$1.11	\$567.21	\$1.00	\$511.00
79	677-0507	ELIM EXT PAV MRK (ARROW)	5.00	EA	\$53.00	\$265.00	\$50.00	\$250.00	\$54.05	\$270.25	\$50.00	\$250.00
80	677-0508	ELIM EXT PAV MRK (WORD)	3.00	EA	\$53.00	\$159.00	\$50.00	\$150.00	\$54.05	\$162.15	\$50.00	\$150.00
81	677-0533	ELIM EXT PAV MRK (VARIOUS)	374.00	LF	\$0.58	\$216.92	\$0.55	\$205.70	\$0.60	\$224.40	\$0.55	\$205.70
82	1376-501	PORTABLE CHANGEABLE MSG SIGN	120.00	DY	\$127.20	\$15,264.00	\$50.00	\$6,000.00	\$140.00	\$16,800.00	\$100.00	\$12,000.00
83	5005-0504	ROCK FILTER DAMS (TY II)	150.00	LF	\$14.31	\$2,146.50	\$25.00	\$3,750.00	\$15.00	\$2,250.00	\$40.00	\$6,000.00
84	5005-0505	ROCK FILTER DAMS (TY II) REMOV & REPL	75.00	LF	\$10.97	\$822.75	\$30.00	\$2,250.00	\$15.00	\$1,125.00	\$24.00	\$1,800.00
85	5005-0506	ROCK FILTER DAMS REMOVE (TY II)	150.00	LF	\$7.69	\$1,153.50	\$1.00	\$150.00	\$10.00	\$1,500.00	\$10.00	\$1,500.00
86	5249-0501	TEMP SEDMT CONT FENCE	11,096.00	LF	\$1.78	\$19,750.88	\$3.00	\$33,288.00	\$1.75	\$19,418.00	\$1.13	\$12,538.48

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	JO'B Site Construction		Big Creek Construction		Austin Engineering		Garey Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
87	5249-0502	TEMP SEDMT CONT FENCE (REMOV & REPL)	5,548.00	LF	\$1.14	\$6,324.72	\$3.00	\$16,644.00	\$1.15	\$6,380.20	\$1.35	\$7,489.80
88	5249-0503	TEMP SEDMT CONT FENCE (REMOV)	11,096.00	LF	\$0.57	\$6,324.72	\$0.10	\$1,109.60	\$0.60	\$6,657.60	\$0.15	\$1,664.40
89	5819-0501	SINGLE GUARDRAIL TERM (TY I)	4.00	EA	\$3,021.00	\$12,084.00	\$2,150.00	\$8,600.00	\$3,000.00	\$12,000.00	\$1,800.00	\$7,200.00
TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS						\$2,505,981.47	\$2,636,463.77		\$2,703,044.88		\$2,726,649.99	
ACTUAL BASE BID PROPOSAL						\$2,505,981.44	\$2,636,463.77		\$2,703,044.88		\$2,726,649.99	
ADJUSTMENT DIFFERENCE						\$0.03	\$0.00		\$0.00		\$0.00	
Acknowledgement of Addenda:												
Addendum No. 1						Yes	Yes		Yes		Yes	
Addendum No. 2						Yes	Yes		Yes		Yes	
Bid Bond						Yes	Yes		Yes		Yes	
Conflict of Interest Statement						Yes	Yes		Yes		Yes	
References (Mimimum of three)						Yes	Yes		Yes		Yes	

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Aaron Concrete Contractors		Joe Bland Construction		Austin Bridge & Road		Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	0100-0502	PREP ROW	55.37	STA	\$1,200.00	\$66,444.00	\$1,300.00	\$71,981.00	\$1,000.00	\$55,370.00	\$800.00	\$44,296.00
2	0105-0504	RMV STB BS AND /OR ASH PAV (CL 2) VAR DEP	14,326.00	SY	\$1.60	\$22,921.60	\$0.40	\$5,730.40	\$0.70	\$10,028.20	\$3.00	\$42,978.00
3	0110-0501	EXCAVATION (RDWY)	16,173.18	CY	\$6.00	\$97,039.08	\$10.00	\$161,731.80	\$10.00	\$161,731.80	\$15.00	\$242,597.70
4	0132-0518	EMBANKMENT (ORD COMP) (TY B) (CL 3)	28,807.89	CY	\$9.00	\$259,271.01	\$5.41	\$155,850.68	\$8.00	\$230,463.12	\$11.00	\$316,886.79
5	0160-0506	FURN AND PLAC TPSL (CL 2) (4")	45,334.00	SY	\$1.25	\$56,667.50	\$0.50	\$22,667.00	\$3.00	\$136,002.00	\$2.00	\$90,668.00
6	0164-0517	DRILL SEED (TEMP) WARM	22,667.00	SY	\$0.08	\$1,813.36	\$0.11	\$2,493.37	\$0.08	\$1,813.36	\$0.50	\$11,333.50
7	0164-0569	DRILL SEED (PERM)(RURAL)(CLAY)	45,334.00	SY	\$0.10	\$4,533.40	\$0.13	\$5,893.42	\$0.10	\$4,533.40	\$0.50	\$22,667.00
8	0166-0501	FERTILIZER (13-13-13)	2.83	TON	\$600.00	\$1,698.00	\$800.00	\$2,264.00	\$600.00	\$1,698.00	\$1,500.00	\$4,245.00
9	0168-0501	VEGETATIVE WATERING (PERM EROSN CONTROL)	906.00	MG	\$19.00	\$17,214.00	\$20.00	\$18,120.00	\$30.00	\$27,180.00	\$14.00	\$12,684.00
10	0168-0502	VEGETATIVE WATERING (TEMP EROSN CONTROL)	453.00	MG	\$19.00	\$8,607.00	\$20.00	\$9,060.00	\$30.00	\$13,590.00	\$20.00	\$9,060.00
11	0169-0503	SOIL RET BLNKT (CL 1)(TY C)	442.00	SY	\$1.15	\$508.30	\$1.00	\$442.00	\$1.15	\$508.30	\$1.50	\$663.00
12	0247-599	FL BS (COMP IN PLA)(TYA GR2 CL 4)(6")	205.88	CY	\$45.00	\$9,264.60	\$48.00	\$9,882.24	\$50.00	\$10,294.00	\$34.00	\$6,999.92
13	0247-599	FL BS (COMP IN PLA)(TYA GR2 CL4)(14")	9,115.45	CY	\$30.00	\$273,463.50	\$21.20	\$193,247.54	\$23.00	\$209,655.35	\$34.00	\$309,925.30
14	0247-599	FL BS (CMPL IN PLAC)(TYA GR2 CL4)(20")	10,132.44	CY	\$30.00	\$303,973.20	\$21.20	\$214,807.73	\$22.00	\$222,913.68	\$34.00	\$344,502.96
15	0310-0504	ASPH MATRL (MC-30 OR AE-P)	6,893.34	GAL	\$3.00	\$20,680.02	\$3.00	\$20,680.02	\$3.30	\$22,748.02	\$4.00	\$27,573.36
16	0340-0562	ASPH CONC (TY B) (BASE) (PG 64-22)	478.11	TON	\$65.70	\$31,411.83	\$65.69	\$31,407.05	\$64.00	\$30,599.04	\$85.00	\$40,639.35
17	0340-0574	ASPH CONC (PG-64-22) (TY C) NOTE: 4 INCH DTH	33,169.17	SY	\$13.62	\$451,764.10	\$13.62	\$451,764.10	\$12.40	\$411,297.71	\$16.00	\$530,706.72
18	0432-0507	RIPRAP (STONE)(COMMON)(DRY) (16"-36" DIA.)	754.26	CY	\$125.00	\$94,282.50	\$85.00	\$64,112.10	\$100.00	\$75,426.00	\$50.00	\$37,713.00
19	0432-0529	RIPRAP (CONC) (CL B) (STAMPED)	63.50	CY	\$390.00	\$24,765.00	\$300.00	\$19,050.00	\$410.00	\$26,035.00	\$350.00	\$22,225.00
20	0460-0511	CMP AR (GAL STL DES 2)	331.00	LF	\$47.00	\$15,557.00	\$84.00	\$27,804.00	\$35.00	\$11,585.00	\$100.00	\$33,100.00
21	0462-0518	CONC BOX CULV (7FT X 4FT)	284.20	LF	\$390.00	\$110,838.00	\$380.00	\$107,996.00	\$275.00	\$78,155.00	\$600.00	\$170,520.00
22	0462-0522	CONC BOX CULV (8FT X 4FT)	492.00	LF	\$435.00	\$214,020.00	\$470.00	\$231,240.00	\$315.00	\$154,980.00	\$750.00	\$369,000.00
23	0464-0519	RC PIPE (CL IV) (18 IN)	70.00	LF	\$75.00	\$5,250.00	\$40.00	\$2,800.00	\$35.00	\$2,450.00	\$75.00	\$5,250.00
24	0466-0508	WINGWALL (PW-N) (H=5')	2.00	EA	\$17,200.00	\$34,400.00	\$16,000.00	\$32,000.00	\$11,000.00	\$22,000.00	\$15,000.00	\$30,000.00
25	0466-0526	WINGWALL (PW-30) (H=5')	2.00	EA	\$12,200.00	\$24,400.00	\$12,000.00	\$24,000.00	\$11,000.00	\$22,000.00	\$15,000.00	\$30,000.00
26	0467-0549	SAFETY END TREAT (TY II) (DES 2) (CMP) (P)	16.00	EA	\$900.00	\$14,400.00	\$1,550.00	\$24,800.00	\$650.00	\$10,400.00	\$750.00	\$12,000.00
27	0467-0680	SAFE END TRT (TY II) (18 IN) (RCP) (6:1)	2.00	EA	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00	\$725.00	\$1,450.00	\$1,200.00	\$2,400.00
28	0500-0501	MOBILIZATION	1.00	LS	\$120,000.00	\$120,000.00	\$270,000.00	\$270,000.00	\$280,000.00	\$280,000.00	\$250,000.00	\$250,000.00
29	0502-0501	BARRICADES, SIGNS AND TRAF HANDLE	7.00	MO	\$3,100.00	\$21,700.00	\$11,500.00	\$80,500.00	\$10,000.00	\$70,000.00	\$5,000.00	\$35,000.00
30	0508-0501	CONSTRUCT DETOURS (CL 1)	16.18	STA	\$6,000.00	\$97,080.00	\$5,700.00	\$92,226.00	\$8,000.00	\$129,440.00	\$600.00	\$9,708.00
31	0529-0532	CONC CURB & GUTTER (TY II)	8,425.00	LF	\$9.20	\$77,510.00	\$8.90	\$74,982.50	\$11.00	\$92,675.00	\$11.00	\$92,675.00
32	0529-0540	CONCRETE CURB (MOW STRIP)	1,390.00	LF	\$17.50	\$24,325.00	\$15.00	\$20,850.00	\$23.00	\$31,970.00	\$11.00	\$15,290.00
33	0529-0623	CONCRETE CURB (RIBBON)	8,811.00	LF	\$7.80	\$68,725.80	\$9.00	\$79,299.00	\$10.00	\$88,110.00	\$10.00	\$88,110.00
34	0530-0503	DRVWY (ASPH CONC PAV)	1,190.41	SY	\$16.10	\$19,165.60	\$18.00	\$21,427.38	\$25.00	\$29,760.25	\$35.00	\$41,664.35
35	0530-0536	DRVWY (CONC) (5INCH)	44.78	SY	\$70.00	\$3,134.60	\$33.00	\$1,477.74	\$60.00	\$2,686.80	\$50.00	\$2,239.00
36	0540-0507	MTL BEAM GD FEN (BLKOUT)(12 GA)(TIM POST)	912.50	LF	\$18.95	\$17,291.88	\$19.50	\$17,793.75	\$21.90	\$19,983.75	\$15.00	\$13,687.50
37	0540-0508	MTL BEAM GD FEN (12 GA)(STL POST)	112.50	LF	\$45.00	\$5,062.50	\$32.50	\$3,656.25	\$33.25	\$3,740.63	\$35.00	\$3,937.50
38	540-0526	TERM ANCHOR SECT (INSTALL ONLY)	4.00	EA	\$425.00	\$1,700.00	\$525.00	\$2,100.00	\$225.00	\$900.00	\$550.00	\$2,200.00
39	540-0529	MTL BEAM GD FEN (12 GA)(RADIUS RAIL)	62.50	LF	\$24.50	\$1,531.25	\$21.50	\$1,343.75	\$24.35	\$1,521.88	\$50.00	\$3,125.00
40	0552-0503	GATE (TYPE I)	6.00	EA	\$550.00	\$3,300.00	\$550.00	\$3,300.00	\$550.00	\$3,300.00	\$1,200.00	\$7,200.00
41	0552-0545	WIRE FENCE (TY C)(MOD)	4,607.00	LF	\$3.10	\$14,281.70	\$3.10	\$14,281.70	\$3.10	\$14,281.70	\$8.00	\$36,856.00
42	0552-0540	WIRE FENCE (TY D)(MOD)	2,860.00	LF	\$3.30	\$9,438.00	\$3.30	\$9,438.00	\$3.30	\$9,438.00	\$8.00	\$22,880.00
43	0552-0540	WIRE FENCE (TY E)(MOD)	755.00	LF	\$3.25	\$2,453.75	\$3.24	\$2,446.20	\$3.24	\$2,446.20	\$8.00	\$6,040.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Aaron Concrete Contractors		Joe Bland Construction		Austin Bridge & Road		Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
44	560-0501	MAILBOX INSTAL (SINGLE)	6.00	EA	\$165.00	\$990.00	\$165.00	\$990.00	\$175.00	\$1,050.00	\$250.00	\$1,500.00
45	644-0614	SM RD SGN ASSM TY 10BWG(1)SA(P)	35.00	EA	\$385.00	\$13,475.00	\$385.00	\$13,475.00	\$385.00	\$13,475.00	\$500.00	\$17,500.00
46	644-0618	SM RD SGN ASSM TY 10BWG(1)SA(T)	4.00	EA	\$475.00	\$1,900.00	\$475.00	\$1,900.00	\$475.00	\$1,900.00	\$550.00	\$2,200.00
47	658-0541	DEL ASM TY A (D-SW) POST MNT	14.00	EA	\$40.00	\$560.00	\$40.00	\$560.00	\$14.00	\$196.00	\$50.00	\$700.00
48	658-0566	OBJ MRK ASM TY 2 (OM - 2SR) (6.0)	12.00	EA	\$45.00	\$540.00	\$45.00	\$540.00	\$12.00	\$144.00	\$75.00	\$900.00
49	662 0549	WRK ZN PAV MRK NON-REMOV (W) (4") (SLD)	8,823.00	LF	\$0.17	\$1,499.91	\$0.17	\$1,499.91	\$0.17	\$1,499.91	\$0.30	\$2,646.90
50	662 0551	WRK ZN PAV MRK NON-REMOV (W) (4") (DOT)	184.00	LF	\$0.25	\$46.00	\$0.25	\$46.00	\$0.25	\$46.00	\$0.30	\$55.20
51	662 0555	WRK ZN PAV MRK NON-REMOV (W) (12") (SLD)	127.00	LF	\$4.20	\$533.40	\$4.20	\$533.40	\$4.40	\$558.80	\$1.00	\$127.00
52	662 0569	WRK ZN PAV MRK NON-REMOV (Y) (4")(SLD)	15,011.00	LF	\$0.17	\$2,551.87	\$0.17	\$2,551.87	\$0.17	\$2,551.87	\$0.30	\$4,503.30
53	662 0571	WRK ZN PAV MRK NON-REMOV (Y) (4")(DOT)	262.00	LF	\$0.25	\$65.50	\$0.25	\$65.50	\$0.25	\$65.50	\$0.30	\$78.60
54	666-0501	REFL PAV MRK TY I (W) (4 IN) (SLD)	2,563.00	LF	\$0.22	\$563.86	\$0.22	\$563.86	\$0.22	\$563.86	\$0.30	\$768.90
55	666-0502	REFL PAV MRK TY I (W) (4 IN) (BRK)	2,170.00	LF	\$0.23	\$499.10	\$0.23	\$499.10	\$0.23	\$499.10	\$0.30	\$651.00
56	666-0506	REFL PAV MRK TY I (W) (8 IN) (SLD)	1,364.00	LF	\$0.40	\$545.60	\$0.40	\$545.60	\$0.40	\$545.60	\$0.60	\$818.40
57	666-0509	REFL PAV MRK TY I (W) (12 IN) (SLD)	911.00	LF	\$2.10	\$1,913.10	\$2.10	\$1,913.10	\$2.10	\$1,913.10	\$3.00	\$2,733.00
58	666-0512	REFL PAV MRK TY I (W) (24 IN) (SLD)	175.00	LF	\$4.10	\$717.50	\$4.10	\$717.50	\$4.10	\$717.50	\$5.00	\$875.00
59	666-0513	REFL PAV MRK TY I (W) (ARROW)	23.00	EA	\$70.00	\$1,610.00	\$70.00	\$1,610.00	\$70.00	\$1,610.00	\$100.00	\$2,300.00
60	666-0516	REFL PAV MRK TY I (W) (TND ARROW)	2.00	LF	\$105.00	\$210.00	\$105.00	\$210.00	\$105.00	\$210.00	\$200.00	\$400.00
61	666-0517	REFL PAV MRK TY I (W) (WORD)	13.00	EA	\$75.00	\$975.00	\$75.00	\$975.00	\$75.00	\$975.00	\$100.00	\$1,300.00
62	666-0524	REFL PAV MRK TY I (4" YELLOW SOLID)	3,052.00	LF	\$0.23	\$701.96	\$0.23	\$701.96	\$0.23	\$701.96	\$0.30	\$915.60
63	666-0530	REFL PAV MRK TY I (12" YELLOW BRK)	375.00	LF	\$2.20	\$825.00	\$2.20	\$825.00	\$2.20	\$825.00	\$3.00	\$1,125.00
64	666-0535	REFL PAV MRK TY II (W) (4 IN) (SLD)	2,563.00	LF	\$0.11	\$281.93	\$0.11	\$281.93	\$0.11	\$281.93	\$0.20	\$512.60
65	666-0536	REFL PAV MRK TY II (4 IN WHITE BRK)	2,170.00	LF	\$0.12	\$260.40	\$0.12	\$260.40	\$0.12	\$260.40	\$0.20	\$434.00
66	666-0539	REFL PAV MRK TY II (W) (8") (SLD)	1,364.00	LF	\$0.20	\$272.80	\$0.20	\$272.80	\$0.20	\$272.80	\$0.30	\$409.20
67	666-0541	REFL PAV MRK TY II (W) (12") (SLD)	911.00	LF	\$1.15	\$1,047.65	\$1.15	\$1,047.65	\$1.15	\$1,047.65	\$2.00	\$1,822.00
68	666-0544	REFL PAV MRK TY II (W) (24 IN) (SLD)	175.00	LF	\$2.15	\$376.25	\$2.15	\$376.25	\$2.15	\$376.25	\$3.00	\$525.00
69	666-0545	REFL PAV MRK TY II (W) (ARROW)	23.00	EA	\$40.00	\$920.00	\$40.00	\$920.00	\$40.00	\$920.00	\$50.00	\$1,150.00
70	666-0548	REFL PAV MRK TY II (W) (TND ARROW)	2.00	LF	\$65.00	\$130.00	\$65.00	\$130.00	\$65.00	\$130.00	\$100.00	\$200.00
71	666-0549	REFL PAV MRK TY II (W) (WORD)	13.00	EA	\$40.00	\$520.00	\$100.00	\$1,300.00	\$40.00	\$520.00	\$50.00	\$650.00
72	666-0556	REFL PAV MRK TY II (Y) (4 IN) (SLD)	3,052.00	LF	\$0.11	\$335.72	\$0.11	\$335.72	\$0.11	\$335.72	\$0.20	\$610.40
73	666-0561	REFL PAV MRK TY II (Y) (12 IN) (SLD)	375.00	LF	\$1.15	\$431.25	\$1.15	\$431.25	\$1.15	\$431.25	\$2.00	\$750.00
74	672 - 0509	RAIS PAV MRKR CL B (REFL) TY II-A-A	60.00	LF	\$3.10	\$186.00	\$3.10	\$186.00	\$3.10	\$186.00	\$4.00	\$240.00
75	672 - 0510	RAIS PAV MRKR TY II-C-R	359.00	EA	\$3.10	\$1,112.90	\$3.10	\$1,112.90	\$3.10	\$1,112.90	\$4.00	\$1,436.00
76	677-0501	ELIM EXT PAV MRK (4") (SLD)	21,388.00	LF	\$0.40	\$8,555.20	\$0.40	\$8,555.20	\$0.40	\$8,555.20	\$0.50	\$10,694.00
77	677-0503	ELIM EXT PAV MRK (8")(SLD)	824.00	LF	\$0.65	\$535.60	\$0.65	\$535.60	\$0.65	\$535.60	\$1.00	\$824.00
78	677-0504	ELIM EXT PAV MRK (12")(SLD)	511.00	LF	\$1.00	\$511.00	\$1.00	\$511.00	\$1.00	\$511.00	\$2.00	\$1,022.00
79	677-0507	ELIM EXT PAV MRK (ARROW)	5.00	EA	\$50.00	\$250.00	\$50.00	\$250.00	\$50.00	\$250.00	\$100.00	\$500.00
80	677-0508	ELIM EXT PAV MRK (WORD)	3.00	EA	\$50.00	\$150.00	\$50.00	\$150.00	\$50.00	\$150.00	\$100.00	\$300.00
81	677-0533	ELIM EXT PAV MRK (VARIOUS)	374.00	LF	\$0.55	\$205.70	\$0.55	\$205.70	\$0.55	\$205.70	\$1.00	\$374.00
82	1376-501	PORTABLE CHANGEABLE MSG SIGN	120.00	DY	\$150.00	\$18,000.00	\$500.00	\$60,000.00	\$108.25	\$12,990.00	\$200.00	\$24,000.00
83	5005-0504	ROCK FILTER DAMS (TY II)	150.00	LF	\$12.50	\$1,875.00	\$12.00	\$1,800.00	\$12.50	\$1,875.00	\$15.00	\$2,250.00
84	5005-0505	ROCK FILTER DAMS (TY II) REMOV & REPL	75.00	LF	\$18.50	\$1,387.50	\$10.00	\$750.00	\$18.50	\$1,387.50	\$20.00	\$1,500.00
85	5005-0506	ROCK FILTER DAMS REMOVE (TY II)	150.00	LF	\$5.00	\$750.00	\$8.00	\$1,200.00	\$5.00	\$750.00	\$5.00	\$750.00
86	5249-0501	TEMP SEDMT CONT FENCE	11,096.00	LF	\$1.15	\$12,760.40	\$5.00	\$55,480.00	\$1.13	\$12,538.48	\$1.50	\$16,644.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Aaron Concrete Contractors		Joe Bland Construction		Austin Bridge & Road		Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
87	5249-0502	TEMP SEDMT CONT FENCE (REMOV & REPL)	5,548.00	LF	\$1.35	\$7,489.80	\$0.65	\$3,606.20	\$1.35	\$7,489.80	\$1.50	\$8,322.00
88	5249-0503	TEMP SEDMT CONT FENCE (REMOV)	11,096.00	LF	\$0.10	\$1,109.60	\$0.25	\$2,774.00	\$0.10	\$1,109.60	\$0.10	\$1,109.60
89	5819-0501	SINGLE GUARDRAIL TERM (TY I)	4.00	EA	\$2,150.00	\$8,600.00	\$2,850.00	\$11,400.00	\$2,380.00	\$9,520.00	\$750.00	\$3,000.00
TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS						\$2,753,064.58	\$2,793,942.12		\$2,828,952.17		\$3,523,373.65	
ACTUAL BASE BID PROPOSAL						\$2,753,064.57	\$2,793,942.11		\$2,828,952.16		\$3,273,373.65	
ADJUSTMENT DIFFERENCE						\$0.01	\$0.01		\$0.01		\$250,000.00	
Acknowledgement of Addenda:												
Addendum No. 1						Yes	Yes		Yes		Yes	
Addendum No. 2						Yes	Yes		Yes		Yes	
Bid Bond						Yes	Yes		Yes		Yes	
Conflict of Interest Statement						Yes	Yes		Yes		Yes	
References (Mimimum of three)						Yes	Yes		Yes		Yes	

## Victim's Assistance Donations, B/A, 2/3/09

### Commissioners Court - Regular Session

**Date:** 02/03/2009  
**Submitted By:** Lisa Moore, County Auditor  
**Submitted For:** Melanie Denny  
**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 Victim's Assistance Donations:

##### Background

Various donations received for Victim's Assistance.

#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367400	Donations	\$508.42	01

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Form Started By: Lisa Moore  
 Started On: 01/27/2009 02:52 PM  
 Final Approval Date: 01/28/2009

## Victim's Assistance Donations, B/A, 2/3/09

### Commissioners Court - Regular Session

**Date:** 02/03/2009  
**Submitted By:** Lisa Moore, County Auditor  
**Submitted For:** Melanie Denny  
**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 Victim's Assistance Donations:

##### Background

Various donations received for Victim's Assistance.

#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0560.003671	V.A. Donations	\$508.42	01

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Form Started By: Lisa Moore      Started On: 01/27/2009 02:55 PM  
 Final Approval Date: 01/28/2009

**VIT Funds, B/A, 2/3/09**  
**Commissioners Court - Regular Session**

**Date:** 02/03/2009  
**Submitted By:** Lisa Moore, County Auditor  
**Submitted For:** Melanie Denny  
**Department:** County Auditor  
**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Tax Assessor/Collector:

**Background**

The Tax Assessor/Collector is providing discretionary funds to offset TACA Annual Membership dues for key personnel.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.362220	VIT Contributions	\$245.00	01

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Form Started By: Lisa Moore  
Started On: 01/28/2009 02:49 PM  
Final Approval Date: 01/29/2009

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**VIT Funds, B/A, 2/3/09**  
**Commissioners Court - Regular Session**

**Date:** 02/03/2009  
**Submitted By:** Lisa Moore, County Auditor  
**Submitted For:** Melanie Denny  
**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 to acknowledge additional expenditures:

**Background**

This item is being offset by additional revenues as stated in the item above. These are discretionary funds used to offset TACA Annual Membership dues for the Tax Assessor/Collector's Office.

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0499.003900	Membership Fees	\$245.00	01

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Form Started By: Lisa Moore      Started On: 01/28/2009 03:04 PM  
 Final Approval Date: 01/29/2009