

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
AUGUST 25TH, 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. Review and approval of minutes.
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 – 15)

5. Discuss and consider approving a line item transfer for Veterans Services:
6. Discuss and consider approving a line item transfer for Commissioner Precinct Two.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-212-003115	Computer Supplies	\$200.00	
From	0100-212-003120	Printer Supplies	\$200.00	
From	0100-212-004999	Miscellaneous	\$500.00	
To	0100-212-003010	Computer Equipment	\$900.00	

7. Discuss and consider approving a line item transfer for the County Judge's Office

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0400-004210	Cty Judge/Internet	\$439.12	
To	0100-0400-003005	Cty Judge/Office Furniture	\$439.12	

8. Discuss and consider approving a line item transfer for URS

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0200-0210-004534	Brushy Crk Maint	\$4,500	
From	0200-0210-004991	Landfill	\$10,000	
From	0200-0210-005400	Bridges	50,000	
To	0200-0210-004541	Vehicle Repairs	\$66,500	
From	0200-0210-005200	Right of Way	\$2,000	

9. Discuss and consider approving a line item transfer for Constable Pct. #1

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0551-004548	Radio Repair	\$500	
To	0100-0551-004999	Misc	\$500	

10. Discuss and consider approving a line item transfer for Constable Pct. #1

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0551-005700	Vehicles	\$430.81	
To	0100-0551-004541	Vehicles Repair	\$430.81	

11. Discuss and consider approving a line item transfer for Human Resources:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0402.004500	Maintenance Contracts	\$400.00	
To	0100.0402.004993	Safety Program	400.00	

12. Consider Line Item Transfer for District Attorney's Office:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.004350	Printer Material	161.00	

Td	0100.0440.004212	Postage	161.00	
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13. Consider approving Property Tax Refunds - Over \$2,500.00 - July 2009.
14. Discuss and take action on the Road Closure Request for the Annual Resolution Run through the Brushy Creek neighborhood . This request has been through the Road Closure Request process and all reviewers approved this event.
15. Consider and take appropriate action on authorizing the transfer of various items through inter-office transfer to auction/donation/destruction and the transfer/donation of a Defense Technology 37mm Launcher to the Leander Police Department. (Complete list filed with official minutes)

REGULAR AGENDA

16. Discuss and take appropriate action on road bond program.
17. Discuss and consider approving resolution to support the expansion of the gap section of SH 195 from 3.4 miles south of SH 138 to 5.254 miles south of SH 138 and to authorize the County Judge to submit a TIGER (Transporation Investment Generating Economic Recovery) application to the U.S. Department of Transporation to secure construction funding for the gap seciton of SH 195 from 3.4 miles south of SH 138 to 5.254 miles south of SH 138.
18. Discuss and consider approving HDR Engineering, Inc. Professional Service Agreement (PSA) to provide CEI services on the US 183 pass through finance project.
19. Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.
20. 10:00 a.m. Hold Public Hearing on the 2009-2010 County Budget
21. Discuss and consider adoption of the 2009-2010 County Budget
22. Consider authorizing the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2008-2009 to balance county budget for 2009-2010.
23. Discuss and take appropriate action regarding setting FY2010 885 Fund Budget, FY2010 Employer Contribution Rate & 11/1/09 Employee Insurance Rates.
24. 10:30 Hold Public Hearing on plan for funding the preservation and restoration of the County Clerk's Records Archives for 2009-2010
25. Discuss and take appropriate action on the plan for funding the preservation and restoration of the County Clerk's Records Archives for 2009-2010

26. Discuss and take appropriate action on Contract Amendment 2 to the Inter-Governmental Cooperative Reimbursement Agreement between Texas Commission on Environmental Quality (TCEQ) and Williamson County (AKA Local Initiative Projects contract).
27. 10:45 Hold Public Hearing on plan for funding the preservation and restoration of the District Clerk's Records Archives for 2009-2010
28. Discuss and take appropriate action on the plan for funding the preservation and restoration of the District Clerk's Records Archives for 2009-2010
29. Discuss and adopt a proposed tax rate for 2009/10 of 0.4999.
30. Discuss and adopt the 2009/10 tax rate for FY 2010.
31. Consider approving request to continue to provide selected optional, i.e. non-mandated, medical services to qualifying clients of WilCo Care, the county indigent health care program.
32. Consider request to approve enhanced payments for primary care services to qualifying WilCo Care patients.
33. Consider awarding bids received for Bid # 09WC720, US 183, Riva Ridge Dr to SH29, to the lowest and best bidder meeting specifications.
34. Discuss and take appropriate action on the 2009/2010 Budget Order.

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 551.071 consultation with attorney.)
37. Deliberation regarding Economic Development Negotiations (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.087 Deliberation regarding Economic Development Negotiations.)
38. Discuss personnel issues (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.074 matters concerning personnel.)
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 concerning deliberation regarding Economic Development Negotiations.

42. Disucc and take appropriate action concerning personnel issues.

43. Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2009 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: 08/25/2009
Submitted By: Raymond Nelson, Veteran Services
Submitted For: Raymond Nelson
Department: Veteran Services
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for Veterans Services:

Background

Receptionists computer was given to us over a year ago by ITS from their auction computers. It has gotten to the point where it is almost unusable. It is extremely slow and requires frequent re-boots. This causes loss of efficiency for the receptionist, and since we are almost completely paperless, has decreased the overall production. It causes our receptionist to not be able to do her job as she is capable of doing

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0405-003011	Cumputer Software	\$ 1191.40	
To	0100-0405-003010	Computer Equipment	\$1191.40	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	08/13/2009 03:10 PM	APRV
4	Budget	Ashlie Koenig	08/20/2009 11:21 AM	APRV
Form Started By: Raymond Nelson		Started On: 08/13/2009 12:21 PM		
Final Approval Date: 08/20/2009				

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

Date: 08/25/2009
Submitted By: Grimes Kathy, Commissioner Pct. #2
Department: Commissioner Pct. #2
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for Commissioner Precinct Two.

Background

This request is necessary because of the need for additional equipment due to the filling of an open position. In addition, some of our equipment is no longer working and/or is very old and no longer has parts for replacement available.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-212-003115	Computer Supplies	\$200.00	
From	0100-212-003120	Printer Supplies	\$200.00	
From	0100-212-004999	Miscellaneous	\$500.00	
To	0100-212-003010	Computer Equipment	\$900.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	08/13/2009 03:10 PM	APRV
4	Budget	Ashlie Koenig	08/20/2009 11:22 AM	APRV

Form Started By: Grimes Kathy
 Started On: 08/13/2009 01:44 PM
 Final Approval Date: 08/20/2009

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

Date: 08/25/2009
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for the County Judge's Office

Background

Need to replace two chairs which are falling apart

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0400-004210	Cty Judge/Internet	\$439.12	
To	0100-0400-003005	Cty Judge/Office Furniture	\$439.12	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig
 Started On: 08/17/2009 03:39 PM
 Final Approval Date: 08/18/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Lydia Linden, Unified Road System
Submitted For: Greg Bergeron
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for URS

Background

This transfer is needed to keep up with the costs of vehicle and equipment repairs and service

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0200-0210-004534	Brushy Crk Maint	\$4,500	
From	0200-0210-004991	Landfill	\$10,000	
From	0200-0210-005400	Bridges	50,000	
To	0200-0210-004541	Vehicle Repairs	\$66,500	
From	0200-0210-005200	Right of Way	\$2,000	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	08/20/2009 10:57 AM	APRV
4	Budget	Ashlie Koenig	08/20/2009 11:29 AM	APRV
Form Started By: Lydia Linden			Started On: 08/17/2009 04:20 PM	
Final Approval Date: 08/20/2009				

Line Item Transfer

Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Mike Turek, Constable Pct. #1
Submitted For: Mike Turek
Department: Constable Pct. #1
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Constable Pct. #1

Background

To cover unforeseen procurement card purchases throughout the end of the year

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0551-004548	Radio Repair	\$500	
To	0100-0551-004999	Misc	\$500	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	08/20/2009 10:57 AM	APRV
4	Budget	Ashlie Koenig	08/20/2009 11:55 AM	APRV
Form Started By: Mike Turek			Started On: 08/18/2009 10:48 AM	
Final Approval Date: 08/20/2009				

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

Date: 08/25/2009
Submitted By: Mike Turek, Constable Pct. #1
Submitted For: Mike Turek
Department: Constable Pct. #1
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for Constable Pct. #1

Background

To cover unexpected vehicle repairs

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0551-005700	Vehicles	\$430.81	
To	0100-0551-004541	Vehicles Repair	\$430.81	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	08/20/2009 10:57 AM	APRV
4	Budget	Ashlie Koenig	08/20/2009 11:56 AM	APRV

Form Started By: Mike Turek
 Started On: 08/18/2009 10:56 AM
 Final Approval Date: 08/20/2009

Discuss and consider approving a line item transfer for Human Resources. Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Lisa Zirkle, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Human Resources:

Background

To properly maintain the County's AED's located in various County buildings, the batteries should be replaced periodically according to recommended maintenance schedules. 11 are scheduled for replacement in this fiscal year. 16 are scheduled for replacement in next fiscal year. Previous quotes were almost 50% less than the current quote for these replacement batteries. This line item transfer will allow for the purchase of replacement batteries for scheduled maintenance of these AED's.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0402.004500	Maintenance Contracts	\$400.00	
To	0100.0402.004993	Safety Program	400.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Zirkle
 Started On: 08/20/2009 09:43 AM
 Final Approval Date: 08/20/2009

Consider Line Item Transfer for District Attorney's Office Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Sandi Andrews, District Attorney
Submitted For: Sandi Andrews
Department: District Attorney
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider Line Item Transfer for District Attorney's Office:

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.004350	Printer Material	161.00	
To	0100.0440.004212	Postage	161.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Sandi Andrews Started On: 08/20/2009 09:06 AM
 Final Approval Date: 08/20/2009

Property Tax Refunds - Over \$2,500.00 - July 2009

Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Cathy Atkinson, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Consider approving Property Tax Refunds - Over \$2,500.00 - July 2009.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Court Refunds Jul 09](#)

Form Routing/Status

Form Started By: Cathy Atkinson
Started On: 08/14/2009 09:54 AM
Final Approval Date: 08/18/2009



Date: August 10, 2009
To: Members of the Commissioners
Court
From: Deborah M. Hunt, ^{Deborah}CTA
Subject: Property Tax Refunds

Deborah M Hunt, C T A
Tax Assessor Collector

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at 943-1601, ext. 7015, if you have any questions.

Thank you.

Main Office and Mailing Address:

904 S Main St
Georgetown TX 78626
Phone: (512)943-1601
Fax: (512)943-3578
www.williamson-county.org

Annex Locations:

211 Commerce Blvd, Ste 101
Round Rock TX 78664
Phone: (512)248-3278
Fax: (512)248-3253

350 Discovery Blvd, Ste 101
Cedar Park TX 78613
Phone: (512)260-4290
Fax: (512)260-4295

412 Vance St, Ste 1
Taylor TX 76574
Phone: (512)352-4140
Fax: (512)352-4143

3:19 PM
08/10/09
Accrual Basis

Property Tax
Account QuickReport
As of July 31, 2009

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	7/8/2009	33291	Art B. Baisley	R330708 - Double Payment	-3,139.61
Check	7/9/2009	33404	CFH REALTY IV/PRESERVE LP	R401751 - 2008 Supplement #10	-4,713.25
Check	7/9/2009	33442	Williamson County Tax Office	R494075 - 2008 Supplement #10	-3,731.59
Check	7/14/2009	33487	IndyMac Bank	R361934 - Overpayment	-7,475.87
Check	7/14/2009	33488	American Home Mortgage Servicing Inc	R415434 - Overpayment	-2,628.75
Check	7/14/2009	33489	First Horizon Home Loan	R425120 - Overpayment	-3,199.80
Check	7/17/2009	33497	Green Valley Apartment Homes	Reissue refund ck# 33064 -	-5,167.37
Total Refunds Payable - Taxpayers					-30,056.24
TOTAL					-30,056.24

Resolution Run Road Closure request Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Terri Countess, Commissioner Pct. #3
Submitted For: Valerie Covey
Department: Commissioner Pct. #3
Agenda Category: Consent

Information

Agenda Item

Discuss and take action on the Road Closure Request for the Annual Resolution Run through the Brushy Creek neighborhood . This request has been through the Road Closure Request process and all reviewers approved this event.

Background

The event organizer is anticipating roughly 600 participants this year. They also foresee using only half the road between 11:00 am and approximately 12:30 pm.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Route Map](#)

Form Routing/Status

Form Started By: Terri Countess
Started On: 08/14/2009 03:26 PM
Final Approval Date: 08/18/2009

Consent Agenda

Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Ursula Stone, Purchasing
Department: Purchasing
Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on authorizing the transfer of various items through inter-office transfer to auction/donation/destruction and the transfer/donation of a Defense Technology 37mm Launcher to the Leander Police Department. (Complete list filed with official minutes)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Asset Transfers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing	Bob Space	08/19/2009 10:51 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	08/20/2009 10:58 AM	APRV

Form Started By: Ursula Stone
 Started On: 08/19/2009 10:21 AM
 Final Approval Date: 08/20/2009

Williamson County

Asset Status Change Form

Print Form

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

- ☐ TRANSFER bet ween county departments
 ☒ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☐ 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)	Defense Technology 37 mm single Launcher	D 22045	00953	working

Parties involved:

FROM (Transferor Department):

Sheriff

Transferor - Elected Official/Department Head/

Authorized Staff:

Sheriff James R. Wilson

Print Name

James R. Wilson
Signature

Contact Person:

Lt. Mike Gleason

Print Name

512 818-1922

Date Phone Number

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

Transferee - Elected Official/Department Head/

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

Lt. Greg Minton

Print Name

Signature

Contact Person:

Lt. Greg Minton

Print Name

512-528 2800 X 2818

Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

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 _____



MEMORANDUM

Williamson County Sheriff's Office ***Patrol Division***

TO: Captain S. Newsom
FROM: Lieutenant M. Gleason
DATE: August 10, 2009
SUBJECT: Donation

Captain, The Williamson County Sheriff's Office Special Missions Team recently assisted The Leander Police Department in a Tactical Mission. We made an observation that Leander was limited in some essential Tactical Resources. After the mission their Team Leader requested any assistance in the future would be greatly appreciated.

The Sheriff's Office currently possess' six 37mm launchers, these launchers have been retired since 2005. The launchers are in working order, we just do not utilize that millimeter and use a multi launcher today.

The Leander Police Department has requested the use of one of these launchers for their team. Attached is a Williamson County Asset Status Change Form. With approval of The Chain of Command I am requesting that we donate one of these launchers to them.

- (1) Defense Technology 37 mm Launcher
Serial # D22045
Bar Code # 00953

Williamson County

Asset Status Change Form

Print Form

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

- ☐ TRANSFER between county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ 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)
4	Green Ping Pong Tables	Model#T-8186 - commissary funds		Non-working
1	14 Inch television	DAORUOE0600H265F2373 - commissary funds		Non-Working

Parties involved:

FROM (Transferor Department): SO Jail

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Chief L.C. Marshall

Asst. Chief Richard Elliott

Print Name

Print Name

Signature

Date Phone Number

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

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

Print Name

Signature

Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

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

Print Form

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

- ☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☒ DESTRUCTION due to Public Health / Safety
☐ 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	5.11 Navy Blue Short Sleeve Polo Shirt	none		Non-Working

Parties involved:

FROM (Transferor Department): MOBILE OUTREACH

Transferor - Elected Official/Department Head/

Authorized Staff:

ANNIE BURWELL

Print Name

Annie Burwell

Signature

Contact Person:

JEANNE WILLIBY

Print Name

943-3588

Date Phone Number

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

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

Print Name

Signature

Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

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

Print Form

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

☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county

☒ SALE at the earliest auction *

☐ DONATION to a non-county entity

☐ DESTRUCTION due to
Public Health / Safety
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	Sony DVD-VHS Player	0609372	NA	unknown
1	Sony DVD-VHS Player	0577177	NA	unknown

Parties involved:FROM (Transferor Department): Human Resources

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Amy Norton
 Print Name

Amy Norton
 Print Name

Amy Norton
 Signature

8-10-09
 Date

943-1536
 Phone Number

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

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

Print Name

Signature

Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

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

[Print Form](#)

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

- ☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ 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)
20	24 hour chairs used by officers	No I.D.'s or tags on items		Non-Working
5	Metal desks	DAORUOE0600H265F2373		Non-Working

Parties involved:

FROM (Transferor Department): SO Jail

Transferor - Elected Official/Department Head/

Authorized Staff:

Chief LC. Marshall

Print Name

Signature

Contact Person:

Asst. Chief Richard Elliott

Print Name

ext. 1343

Date Phone Number

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

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

Print Name

Signature

Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

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 _____

TIGER Grant Resolution for SH 195

Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving resolution to support the expansion of the gap section of SH 195 from 3.4 miles south of SH 138 to 5.254 miles south of SH 138 and to authorize the County Judge to submit a TIGER (Transporation Investment Generating Economic Recovery) application to the U.S. Department of Transporation to secure construction funding for the gap seciton of SH 195 from 3.4 miles south of SH 138 to 5.254 miles south of SH 138.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [TIGER Grant Resolution for SH 195](#)

Form Routing/Status

Form Started By: Marie Walters
Started On: 08/19/2009 10:16 AM
Final Approval Date: 08/20/2009

Resolution

The State of Texas }

 } Know All Men By These Presents:

County of Williamson }

That on this, the ____ day of _____, A. D. 2009, the Commissioners Court of Williamson County, Texas, met 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, and
Cynthia Long, Commissioner Precinct Two, and
Valerie Covey, Commissioner Precinct Three, and
Ron Morrison, Commissioner Precinct Four

WHERE, among other matters, came up for consideration and adoption the following Resolution:

WHEREAS, the Texas Department of Transportation (“Department”) has been developing improvements to State Highway (“SH”) 195 from 0.805 miles south of the Williamson County/Bell County Line to Interstate 35 to expand the roadway from two lanes to four lanes; and,

WHEREAS, Williamson County is funding the right-of-way acquisition and utility relocation activities for the project and has worked with the Department to secure Proposition 14 construction funding for the segments of the SH 195 corridor from 0.805 miles south of the Williamson County/Bell County Line to 3.4 miles south of SH 138 and from 5.243 miles south of SH 138 to Interstate 35; and,

WHEREAS, no construction funding has been identified to expand the “gap” section of SH 195 from 3.4 miles south of SH 138 to 5.254 miles south of SH 138 where there have been 15 crashes and an average of one fatality per year in the last three years; and.

WHEREAS, the expansion of the entire SH 195 facility is critical to assuring the safety of the residents, employees, and visitors of Williamson County and supporting the operations of Fort Hood, Killeen-Fort Hood Airport, new Texas A&M Central Texas campus in Killeen, and the Texas Department of Public Safety Training Facilities in Williamson County;

NOW THEREFORE, BE IT RESOLVED that Williamson County supports expansion of the gap section of SH 195 from 3.4 miles south of SH 138 to 5.254 miles south of SH 138.

BE IT FURTHER RESOLVED THAT the Williamson County Commissioners Court authorizes the County Judge to submit a TIGER (Transportation Investment Generating

Economic Recovery) grant application to the U.S. Department of Transportation to secure construction funding for the gap section of SH 195 from 3.4 miles south of SH 138 to 5.254 miles south of SH 138.

The foregoing Resolution was lawfully moved by _____, duly seconded by _____, and was then adopted by a vote of _____ voting for and _____ voting against. County Judge Dan A. Gattis was duly authorized to sign said resolution as the act and deed of Commissioner's Court of Williamson County and of said County.

Dan A. Gattis, Williamson County Judge

Attest:

Nancy E. Rister, Williamson County Clerk

HDR US183 CEI PSA**Commissioners Court - Regular Session**

Date: 08/25/2009
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Contract Oversight:
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Discuss and consider approving HDR Engineering, Inc. Professional Service Agreement (PSA) to provide CEI services on the US 183 pass through finance project.

Background**Fiscal Impact**

From/To	Acct No.	Description	Amount
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Attachments

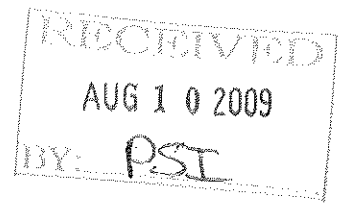
Link: [HDR US183 CEI PSA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	08/19/2009 01:02 PM	APRV
2	Jim Gilger	Jim Gilger	08/19/2009 02:54 PM	APRV
3	County Judge Exec Asst. Wendy Coco	Wendy Coco	08/20/2009 10:58 AM	APRV

Form Started By: Marie Walters
 Started On: 08/19/2009 10:50 AM
 Final Approval Date: 08/20/2009

Contract No. HDR-US183 (Riva Ridge to SH29)
CEI Checklist



Prior to Initiation of Work

- ☒ Signed and Executed Agreement
- ☒ Scope of Services – Appendix A
 - ☐ Exhibit V – Services to be provided by County
 - ☐ Exhibit IX – 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 - Exhibit II
 - ☐ 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: _____
- ☒ Contractors Qualification Statement – Appendix B
- ☒ Insurance *LOS/Interview process*
 - ☐ 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

Notices (as applicable)

Contract No. _____

- ☐ 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. _____

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 HDR Engineering, Inc. (**the "Engineer"**).

WHEREAS, **County** proposes to construct various transportation projects;

WHEREAS, **County** desires to obtain Professional Engineering Services for inspection of the construction phase of the project known as US 183, Riva Ridge Drive to SH 29 (**the "Project"**);

WHEREAS, **Engineer** has the professional ability and expertise to fulfill the requirements of the **Project**, and to provide advice to the **County** in the selection and analysis of cost-effective alternatives;

WHEREAS, **Engineer** agrees to provide the Professional Engineering Services as more fully set forth in Exhibit IX ("Scope of Services");

WHEREAS, all of the Professional Engineering Services to be provided by **Engineer** pursuant to this Agreement are professional services, the essence of which entails the provision of advice, judgment, or opinion;

WHEREAS, the **County** has separately contracted with a separate engineering firm or individual (**the "Designer"**) for the preparation of the Plans, Specifications, and Estimates (**the "PS&E"**) for the **Project**.

NOW, THEREFORE, **County** and **Engineer** agree to the performance of the Professional Engineering 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 the 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 writing by the County Judge (**individually or collectively the "County Judge"**). The **County Judge** shall have complete authority for the purpose of resolving disputes arising under this Agreement. The **County Judge's** decision shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

However, nothing in this Section I or in any other provision of this Agreement regarding submission of disputes to the **County Judge** and the **County Judge's** ability to resolve disputed matters shall be construed to establish anything other than a *de novo* standard of review by a court of competent jurisdiction in the event that the parties hereto avail themselves of their right to seek civil remedies for any dispute. In the event of a dispute between the terms and conditions of this provision and any other provision of this Agreement, the terms and condition of this provision shall govern.

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 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.

Section II Professional 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 Exhibit II ("Work Authorization"), attached to this Agreement.
- C. **County** shall provide **Engineer** with all Plans, Specifications, and Estimates (PS&E) 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 Professional Engineering Services:
 - 1. The basic Scope of Services shall generally consist of all elements of Professional Engineering Services required for the **Project** (as more fully set out in Exhibit IX to this Agreement, "Scope of Service"), satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

Section III Fee schedule

- A. For and in consideration of the performance by **Engineer** of the Professional Engineering Services 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 III. Exhibits I and III 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 IV, 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 Engineering Services described in Exhibit IX, the Scope of Services.
- 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 construction contract award and construction of the **Project**, including warranty periods provided by the contractor pursuant to the construction contract and any extensions of time, unless terminated earlier as provided for herein. **Engineer** shall complete all work as described in the Scope of Services upon receipt by **Engineer** of **County's** written Work Authorization.
- 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 VI, 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 material failure of the other party to perform in accordance with the terms of this Agreement (the materiality 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 material 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 VI upon issuance or receipt of such notice. In the event of termination of this Agreement because of the material 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. 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, in writing, 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 that in Exhibit II.
- C. **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 known constraints affecting the **Project**.
- D. **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 Engineer's Instruments of Service

- A. **Engineer's** engineering Instruments of Service will be reviewed by **County** under its applicable technical requirements and procedures.
- B. Reports and supporting documents, (*the "Instruments of Service"*), shall be submitted by **Engineer** on or before the date specified in Exhibit IX. Upon receipt of the Instruments of Service, the submission shall be checked for acceptance. "Acceptance" shall mean that in the **County Judge's** opinion substantial conformance with the requirements of the Scope of Service of this Agreement has been achieved. The acceptability of any Instruments of Service submitted to **County** shall be determined by **County** within fourteen (14) days of such submittal and **County** shall notify **Engineer** in writing within such 14-day period if such work product has been found to be acceptable.

- C. If the submission is acceptable, **County** shall notify **Engineer**, in writing within fourteen (14) days of the submission, that the submission is acceptable.
- D. If the submission is deemed not acceptable, **County** shall notify **Engineer**, who shall perform such Professional Engineering Services as are required to make the Instruments of Service in conformance with the Scope of Services and resubmit it to **County**. This process shall be repeated until a submission is deemed acceptable.
- E. **County** shall review the Instruments of Service for conformance with the Scope of Services. If necessary, the Instruments of Service shall be returned to **Engineer**, who shall perform any required Professional Engineering Services and resubmit it to **County**. This process shall be repeated until the Instruments of Service is accepted.
- F. After acceptance, **Engineer** shall perform any required modifications, changes, alterations, corrections, and additional work necessary to receive final approval by the **County Judge**. "Approval" in this sense shall mean formal recognition that the Scope of Services have been fully performed and submitted in conformance with Exhibit IX.
- G. After approval of final Instruments of Service, **Engineer** shall without additional compensation perform any Professional Engineering Service required as a result of **Engineer's** development of the Instruments of Service which is found to be in error or omission due to **Engineer's** negligence. However, any Professional Engineering Services required or occasioned for the convenience of **County** after approval of a final Instruments of Service shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of **Engineer's** Instruments of Service as conforming, 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 Instruments of Service

Engineer shall make, without expense to **County**, such revisions to the Instruments of Service as may be required to correct negligent acts, errors or omissions that result from **Engineer's** Scope of Service herein so the Instruments of Service meets the Quality Assurance Plan, but after the approval of the Instruments of Service 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 Instruments of Service, which are found to be negligent acts, error or omission as a result of the **Engineer's** development of the Instruments of Service, at any time, without additional compensation. Nothing in this Section or any other provision of this Agreement shall require **Engineer** to make any revisions or changes to the PS&E developed and provided by **Designer** except as necessary to comply with the desired *Scope of Services* as detailed in Exhibit IX related to performance of duties necessary to comply with Part III Section E of the Texas Pollution Discharge

Elimination System (TPDES) permit TXR150000. The *Engineer* shall be considered "engaged", as described in Section 137.33 of the Texas Engineering Practice Act and Rules Concerning The Practice of Engineering and Professional Engineering Licensure, upon execution of this Agreement by all parties. 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 it or someone under its 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, applicable to the Scope of Services described Exhibit IX to this Agreement, properly waivable by the *County Judge*.
- C. **ENGINEER SHALL INDEMNIFY, AND HOLD HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES FROM AND AGAINST ALL 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 SUBCONSULTANTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF ANY OTHER PARTY, OTHER THAN ITSELF OR THAT OF ITS SUBCONSULTANTS AND FOR A SUBCONSULTANT ONLY AS A DIRECT RESULT OF NEGLETENT ACTS, ERRORS, OR OMISSIONS WHILE PERFORMING PROFESSIONAL SERVICES PURSUANT TO THE SCOPE OF THIS AGREEMENT.**
- D. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a 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 and shall not be responsible for proposals, bids, or the construction costs, should they vary from *Engineer's* opinions of probable costs.
- E. *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.

- F. **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.
- G. 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**.
- H. **Engineer** shall furnish all equipment, transportation, supplies, and materials required for its performance of the Professional Engineering Services as set forth in the Scope of Services attached as Exhibit IX to this Agreement.
- I. **Engineer** shall place its Texas Professional Engineer's seal of endorsement on all documents of Instruments of Service furnished to **County**, as required by law.
- J. **Engineer** is an independent contractor under this Agreement. Neither it nor any officer, agent or employee of **Engineer** shall be classified as an employee of **County**.
- K. **Safety.** The **Engineer** shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the Project construction, for the acts or omissions of the contractor, subcontractors, any of their agents or the subcontractors' employees, or any other person performing any of the work or for the failure of such persons to carry out the work in accordance with the contract documents; provided however, the **Engineer** shall not be relieved from its obligation to notify the County or any other applicable authority of any unsafe condition resulting from an act, omission or failure on the part of the construction if **Engineer** becomes aware of such an unsafe condition in the normal course of providing its Scope of Services or as otherwise required by the **Engineer's** professional duties as prescribed by the Rules of Professional Practice promulgated by the Texas Board of Professional Engineers.

Engineer's obligation to report any observed unsafe job conditions to the County shall not make **Engineer** responsible for construction job site safety, the responsibility of which shall remain solely with the construction contractor. **Engineer's** obligation to report unsafe job conditions to the County runs solely to the County. There are no third party beneficiaries intended by this obligation, in particular, construction contractor's employees do not have the right to rely on **Engineer's** obligation to report unsafe job conditions to the County so as to provide for a safe work environment for construction contractor's employees.



No provision of this Agreement requires **Engineer** to make exhaustive inspections of the contractor's work under the construction contract for the **Project**. **Engineer's** inspections, observations, and documentation of construction activities and work is to confirm the construction's conformance with the PS&E and acceptable engineering standards and practices.

The County shall enter into a third party contract for the construction of the project. The contract between the County and the contractor shall require the contractor to indemnify the **Engineer** and name the **Engineer** as additional insured under contractor's commercial general liability, builder's risk, and umbrella liability coverage for the insured liabilities assumed by the contractor. The contractor's insurance coverage shall be primary insurance for the insured liabilities under the Agreement with respect to the contractor, its officers, directors, agents and consultants including the **Engineer**.

The construction contractor retained by the County has sole responsibility for providing materials, means, and methods of construction, for controlling the individual work area and safety of said areas for all parties.

The **Engineer** shall be responsible for taking all appropriate steps to ensure the safety of its employees in connection with its performance of the services provided under this agreement.

Section IX

Ownership of Documents

- A. Any and all Instruments of Service, 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 Instruments of Service on this **Project** or any other project, except to the extent such Instruments of Service were deemed complete or otherwise "Accepted" or "Approved" as provided herein 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 Instruments of Service described in subsection A performed by any entity without the specific written consent of **Engineer**. Any modification by an entity or individual other than the **Engineer** as described in this paragraph shall be made in accordance with all applicable professional standards and shall necessitate the removal of the **Engineer's** Texas Professional Engineer's seal of endorsement from all such modified documents.

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* 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. *County* also agrees to compensate *Engineer* for services performed pursuant to this Section as requested by *County*, or by a third-party pursuant to a validly determined Texas Public Information Act request. For any such services, *Engineer* shall receive the additional services compensation described in Exhibit IV, which is attached hereto and made a part hereof.

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 VII, 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: HDR Engineering, Inc.
810 Hester's Crossing, Suite 120
Round Rock, Texas 78681
Attn: Jeff Curren, P.E.

COUNTY: Williamson County Judge
Dan Gattis (or successor)
~~301 S.E. Inner Loop, Ste. 109~~ 718 Main St., Ste. 101
Georgetown, Texas 78626

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

and to: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

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

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VIII, 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 on or relating to the Project 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.** All of the Exhibits 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 Corporation, duly authorized to transact and do business in the State of Texas.
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. **Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

- S. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to **County**, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. **County** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. **Interest and Late Payments.** **County's** payment for the Professional Engineering Services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by **County** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of **County's** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, **County** shall notify the party requesting payment of such an invoice of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.
- U. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **County**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to **County** as to whether or not the same are available to the public. It is further understood that **County's** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that **County**, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to **County** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- V. **Acknowledgement.** As a duly authorized representative of **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 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 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.
- Y. **No Third-Party Beneficiaries.** No provision of this Agreement shall be construed to establish a cause of action in favor of any party other than the parties hereto. It is the express intention of the *County* and the *Engineer* that there be no third-party beneficiaries to this Agreement.
- Z. **Waiver of Consequential Damages.** *County* and *Engineer* agree to waive recovery of any consequential damages which arise as a proximate result of a breach of this Agreement.

EXECUTED this _____ day of _____, 2009.

THE ENGINEER:

HDR ENGINEERING, INC.

BY: _____

Printed Name: Jeff L. Curren, P.E.

Title: Sr. Vice President

THE COUNTY:

WILLIAMSON COUNTY:

BY: _____

Printed Name: Dan A. Gattis, County Judge

Reviewed as to Form By:

Asst. County Attorney

County Auditor

Contracts Management

OK
8/12/09

EXHIBIT I

COMPENSATION FOR PROFESSIONAL ENGINEERING 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 \$2,600,000.00.
- 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 III.
- 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 III 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 Exhibit II 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 IV.
- 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 IV; however, **Engineer** shall not be compensated for work made necessary by **Engineer's** negligent acts, errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$2,600,000.00, 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. .
- 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**.

EXHIBIT II

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 HDR Engineering, Inc. (*the "Engineer"*).

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

Professional Engineering Services for US 183, Riva Ridge Drive to SH 29 (*the "Project"*) pursuant to the scope of services for professional engineering services included as Exhibit IX to the Agreement, provided however, that provisions for a field office are not included in this Work Authorization No. 1.

During the preparation of this Work Authorization, certain assumptions have been made to help define work tasks, level of effort, and other project activities. Major assumptions are as follows:

- a. It is assumed that limited construction of the *Project* will commence in October 2009, full construction activities will commence in January 2010, and construction will be complete by September 2012;
 - b. It is assumed that a nominal amount of overtime will be required to match the Contractor's operations, primarily consisting of a longer single-shift during weekdays with some Saturday work; and
 - c. Deviations from the above assumed schedule, multiple or fast-track efforts by the Contractor, etc. will be documented as additional services.
- OK

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$2,484,206.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2012, 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:
HDR Engineering, Inc.

COUNTY:
Williamson County, Texas

By: 
Signature

By: _____
Signature

Jeff L. Curren, P.E.
Printed Name

Printed Name

Sr. Vice President
Title

Title

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Task or Month	Project Principal	Project Manager / Sr. Engineer	Resident Representative / Engineer	Sr. Inspector / Project Controls	Inspector	Jr. Inspector	Administrative / Clerical	Total
Bidding Assistance	4	16	24	16	0	0	4	64
Constructibility Review	0	16	24	24	0	0	0	64
Quality Plan Preparation	0	4	80	24	0	0	4	112
Submittal Reviews	0	16	24	0	0	0	0	40
Meetings	12	40	40	24	16	0	4	136
Utility Coordination Assistance	4	8	24	24	16	0	0	76
Mobilization & Field Office Setup	4	24	80	40	24	0	0	172
Finalize Project Records & Turnover	4	40	80	40	40	0	16	220
Subtotals - Pre- & Post-Constr.	28	164	376	192	96	0	28	884
Oct 2009	4	12	40	40	0	0	4	100
Nov	4	12	80	60	0	0	4	160
Dec 2009	4	12	80	80	0	0	4	180
Jan 2010	4	24	160	120	0	0	4	312
Feb	4	24	180	160	0	0	4	372
Mar	4	24	180	160	0	0	4	372
Apr	4	32	180	160	0	0	4	380
May	4	32	180	160	80	0	4	460
Jun	4	32	180	160	160	0	4	540
Jul	4	32	180	160	160	0	4	540
Aug	4	32	180	120	160	0	4	500
Sep	4	32	180	80	160	0	4	460
Oct	4	32	180	24	160	0	4	404
Nov	4	32	180	24	160	0	4	404
Dec 2010	4	32	180	24	160	0	4	404
Jan 2011	4	32	180	24	160	0	4	404
Feb	4	32	180	24	160	0	4	404
Mar	4	32	180	24	160	0	4	404
Apr	4	32	180	24	160	0	4	404
May	4	32	180	24	160	0	4	404
Jun	4	32	180	24	160	0	4	404
Jul	4	32	180	80	160	0	4	460
Aug	4	32	180	120	160	0	4	500
Sep	4	32	180	120	160	0	4	500
Oct	4	32	180	120	160	0	4	500
Nov	4	32	180	120	160	0	4	500
Dec 2011	4	32	180	120	160	0	4	500
Jan 2012	4	32	180	120	160	0	4	500
Feb	4	32	180	120	160	0	4	500
Mar	4	24	180	120	160	0	4	492
Apr	4	24	180	80	80	0	4	372
May	4	24	180	24	80	0	4	316
Jun	4	24	180	24	80	0	4	316
Jul	4	24	180	24	24	0	4	260
Aug	4	24	160	24	24	0	4	240
Sep 2012	4	24	160	24	24	0	4	240
Subtotals - During Constr.	144	1,012	6,080	2,916	3,912	0	144	14,208
Totals - HDR	172	1,176	6,456	3,108	4,008	0	172	15,092

HDR Engineering, Inc.	On-Site		Off-Site		Total
	Hours	2009 Billing Rate	Hours	2009 Billing Rate	
Project Principal	0	N/A	172	\$258	\$44,376
Project Manager / Sr. Engineer	0	N/A	1,176	\$198	\$232,848
Resident Representative / Engineer	6,080	\$153	376	\$165	\$992,280
Sr. Inspector / Project Controls	2,916	\$117	192	\$126	\$365,364
Inspector	3,912	\$91	96	\$98	\$365,400
Jr. Inspector	0	\$70	0	\$75	\$0
Administrative/Clerical	0	N/A	172	\$87	\$14,964
Subtotals	12,908		2,184		\$2,015,232

Subconsultants	
Aviles Engineering Corporation	\$168,000
Inland Geodetics, LP	\$40,000
Subtotal	\$208,000

Direct Expenses	Quantity	Rate	
Technology Charge	15,092 hours @	\$3.70 per labor hour	\$55,840
Field Vehicles	12,908 hours @	\$6.00 per field labor hour	\$77,448
Mileage	10,000 miles @	\$0.55 per mile	\$5,500
Field Supplies	33 months @	\$100 per month	\$3,300
Printing & Copying	5,000 copies @	\$0.10 per copy	\$500
Mobile Phones	80 months @	\$60 per month	\$4,800
Subtotal			\$147,388

Work Authorization Amount in 2009 Dollars

\$2,370,620

Annual Escalation Rate

3.0%

Contract Duration

38 Months

Work Authorization Maximum Amount (with escalation for time - to midpoint of contract duration)**\$2,484,206**

EXHIBIT III

Hourly rates shall increase by 3% for the calendar year beginning January 1, 2011²⁰¹¹ and shall increase by 3% for each successive calendar year thereafter on January 1 provided that the consumer price index of all workers or the equivalent for the previous calendar year has not decreased.

HDR Engineering, Inc. (Construction Manager)

Classification	2009 Hourly Rates	
	On-Site	Off-Site
Project Principal	N/A	\$ 258.00/hr
Project Manager/Sr. Engineer	N/A	\$ 198.00/hr
Resident Representative/Engineer	\$ 153.00/hr	\$ 165.00/hr
Sr. Inspector/Project Controls	\$ 117.00/hr	\$ 126.00/hr
Inspector	\$ 91.00/hr	\$ 98.00/hr
Jr. Inspector	\$ 70.00/hr	\$ 75.00/hr
Administrative/Clerical	N/A	\$ 87.00/hr

Direct Expenses

Technology Charge	\$ 3.70 /labor hour
Field Vehicles	\$ 6.00 /field labor hour
Mileage	\$ 0.55/mile
Field Supplies	At Cost
Printing and Copying	At Cost
Mobile Phones	At Cost
Field Office Expenses	At Cost

Inland Geodetics, LP (Survey Sub-Consultant)

Classification	2009 Hourly Rate
2-Person Survey Crew	\$ 125.00/hr
3-Person Survey Crew	\$ 150.00/hr
Project Manager, Surveying	\$ 125.00/hr
Registered Professional Land Surveyor	\$ 114.00/hr
Survey Technician	\$ 85.00/hr
GPS Data Processing	\$ 85.00/hr
Administrative Support	\$ 46.00/hr
GPS Receivers	\$ 15.00/unit/day
ATV	\$ 55.00/unit/day

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Aviles Engineering Corporation (Materials Testing Sub-Consultant)**LABORATORY TESTING SERVICES****Concrete and Aggregates**

Laboratory testing of concrete, grout, mortar cylinders, beams and cubes delivered to our laboratory in accordance with ASTM procedures and project specifications:

		<u>2009 Rate</u>
a. Concrete Compression Test, Tex-418-A	Each	\$ 12.00
b. Reserves Not Tested.....	Each	\$ 12.00
c. Lightweight Concrete Compression Test.....	Each	\$ 18.00
d. Flexural Strength of Concrete Test (Beams), Tex-420-A or Tex-448-A.....	Each	\$ 20.00
e. Compressive Strength of Mortar or Grout (2" x 2" x 2").....	Each	\$ 17.00
f. Compressive Strength of CLSM (4" x 8" Cylinder) or Grout Prism.....	Each	\$ 17.00
Sample Preparation for Aggregate or Base Testing (Tex-101-E).....	Each	\$ 45.00
Sieve Analysis of Aggregates, Tex-401-A or Tex-200-F	Each	\$ 70.00
Washed Sieve Analysis on Flexible Base Materials, Tex-110-E, Part I	Each	\$ 85.00
LL & PI of – No. 40 from Flex Base, Tex-104, 105 & 106-E.....	Each	\$ 65.00
Abrasion Test of Aggregates, Tex-410-A	Each	\$ 250.00
Decantation (Material Finer Than No. 200 Sieve), Tex-406-A or Tex-217-F	Each	\$ 85.00
Organic Impurities, Tex-408-A.....	Each	\$ 70.00
Deleterious Materials, Tex-406-A, Part II	Each	\$ 60.00
Wet Ball Mill, Tex-116-E	Each	\$ 250.00
Sand Equivalent, Tex-203-F	Each	\$ 85.00
Specific Gravity & Absorption of Aggregate, Tex-403-A.....	Each	\$ 72.00
Moisture Content of Aggregate, Tex-103-E.....	Each	\$ 10.00
Preparation and Testing of Cores.....	Each	\$ 67.00
<u>Soils</u>		
Sample Preparation for Soils, Tex-101-E).....	Each	\$ 30.00
Moisture/Density Relationship of Soil (Proctor Test):		
a. TxDOT Test Method Tex-113-E on Base Materials	Each	\$ 200.00
b. TxDOT Test Method Tex-114-E, Part I or III.....	Each	\$ 175.00
c. TxDOT Test Method Tex-114-E, Part II	Each	\$ 215.00
d. TxDOT Test Method Tex-113-E, Lime Stabilized Soils	Each	\$ 200.00
e. ASTM Procedure on Lime or Cement Treated Soils	Each	\$ 165.00
Atterberg Limits Determination (PI), Tex-104, 105 & 106-E	Each	\$ 45.00
Lime Series Curve, pH or PI Method (5 Points), Tex-112-E.....	Each	\$ 250.00
Material Finer Than #200 Sieve, Tex-111-E.....	Each	\$ 45.00
Sieve Analysis on + #200 Sieve Material, Tex-110-E, Part I	Each	\$ 35.00
Bar Linear Shrinkage, Tex-107-E.....	Each	\$ 70.00
Moisture Content, Tex-103-E	Each	\$ 10.00
Sulfate Content of Soils, Tex-145-E Part II.....	Each	\$ 65.00
Specific Gravity, Tex-108-E	Each	\$ 50.00

LABORATORY TESTING SERVICES, continued**Asphaltic Concrete Testing (If Performed at AEC Facility, Hourly Otherwise)**

Sample Preparation for Various Testing.....	Each	\$ 100.00
a. Molding Specimens, Tex-206-F (3 Specimens)	Per Set	\$ 35.00
b. Density, Tex-207-F (3 Specimens)	Per Set	\$ 35.00
c. Stability, Tex-208-F (3 Specimens)	Per Set	\$ 70.00
d. Extraction and Gradation, Tex-236-F	Each	\$ 150.00
e. Theoretical Specific Gravity, Tex-227-F	Each	\$ 100.00
Thickness Determination of Asphaltic Concrete Cores	Each	\$ 10.00
Density Determination of Asphaltic Concrete Cores, Tex-207-F (Set of 2)	Per Set	\$ 60.00
Asphaltic Concrete Mix Design Review	Each	\$ 160.00

Other Items

Texas Triaxial on Base, Tex-117-E	Each	\$ 550.00
Comp. Str. - Cement or LFA Stabilized Bases or Soils (Modified Tex-121-E).....	Each	\$ 260.00
Sample Preparation for Resistivity or pH	Each	\$ 100.00
a. pH of Soils, Tex-128-E.....	Each	\$ 65.00
b. Resistivity of Soils, Tex-129-E.....	Each	\$ 125.00
Absorption and Saturation - Facia Brick	Each	\$ 52.00
Compressive Strength - Facia Brick	Each	\$ 24.00
Compressive Strength of Masonry Prisms	Each	\$ 100.00
Thickness Testing of Concrete or Asphaltic Concrete Cores (9 Point)	Each	\$ 10.00

FIELD TESTING SERVICES

Engineering Technician or ACI-I to Perform:

- a. Concrete Placement Inspection and testing
- b. Concrete Batch Plant Inspection
- c. Cylinder/Cube/Beam Pick Up

ACI-I or Engineering Technician (Minimum 3 Hours)	Per Hour	\$ 47.00
Overtime	Per Hour	\$ 66.00

Senior Engineering Technician, HMA Level 1A or NICET II to Perform:

- a. Testing of Hot Mix Asphalt Mixes at Plant
- b. Concrete Placement and/or Batch Plant Inspection
- c. Drilled Pier, Pile and/or Foundation Inspection
- d. Thickness Testing of Base Materials
- e. Soil Cement or Lime Stabilization Inspection
- f. Compaction Testing and Observation
- g. Laboratory Technician
- h. Sampling Soil, Aggregates, Base or Asphalt Materials

NICET II or Senior Engineering Technician (Minimum 3 Hours).....	Per Hour	\$ 52.00
Overtime	Per Hour	\$ 74.00

Concrete Pavement Cores (Minimum Fee \$290.00)

6 Inches Thick or Less, 4 Inch Diameter Bit	Per Core	\$ 90.00
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Additional Thickness – (6" to 12") = \$8.00 per inch; (Over 12") = \$12.00 per inch

FIELD TESTING SERVICES, continued**Asphaltic Concrete Pavement Cores (Minimum Fee \$290.00)**

a. 6 Inches Thick or Less, 4" Diameter.....	Per Core	\$	80.00
b. Additional Thickness over 6"	Per Inch	\$	7.00

Other Types of Coring on Hot Mix Asphalt or Concrete or Other Diameters of Cores will be Quoted on Request

Other Services

Use of Nuclear Density Gauge (4 Hour Minimum)	Per Hour	\$	8.00
Use of James R-Meter	Per Day	\$	50.00
Solids Content of Lime Slurry - Field.....	Per Test	\$	10.00
Field Sieve Analysis.....	Each	\$	10.00

Engineering Services and Management

Principal or Chief Engineer.....	Per Hour	\$	143.00
Senior Engineer	Per Hour	\$	105.00
Project Engineer	Per Hour	\$	90.00
Graduate Engineer, Project Manager.....	Per Hour	\$	65.00

Remarks -- Materials Testing Sub-Consultant

- All hours are portal to portal from 108 Tradesman Drive, Suite 4, Hutto, Texas 78634. Fractions of hours will be billed as nearest quarter hours. Overtime is classified as all hours worked over eight (8) hours per day and any hours worked on Saturdays, Sundays or Holidays. If a special trip is made just to pickup test cylinders, the minimum charge will be lowered to 2 hours for the technician.
- A mileage surcharge rate at State of Texas allowed mileage rates will apply for travel exceeding 40 miles per day portal to portal from AEC's Hutto Office. Commercial travel and subsistence costs will be invoiced at cost.
- Laboratory testing requiring overtime, weekend or holiday work will be invoiced at applicable test rate plus technician overtime charges.
- Services and fees not listed will be quoted upon request.

EXHIBIT IV

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ***Engineer*** for the Professional Engineering Services 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 V

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

- Provide existing data files, to include but not limited to:
 - Survey data;
 - Roadway construction plans, design documents for the construction of *the Project*;
 - Right-of-Way mapping;
- Approved environmental documents.
- Applicable special specifications, special provisions, and unit price bid tabulation.

Provide timely review, comment or direction, as required, to aid the Engineer in completing an assigned task or maintaining the established project schedule.

EXHIBIT VI

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 Instruments of Service prepared under this Agreement prior to the effective date of termination shall be delivered to ***County*** as a pre-condition to final payment. The foregoing language notwithstanding, ***County*** and ***Engineer*** agree that ***Engineer***, in its sole discretion, will be allowed to sign and seal such Instruments of Service, or place any other appropriate comment on the Instruments of Service, as appropriate for the phase of preparation of the Instruments of Service as more fully set out in Section 137.33 of the Texas Board of Professional Engineer's Rules Concerning the Practice of Engineering, effective as of the date of delivery of the Instruments of Service.
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 Instruments of Service 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 Instruments of Service 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. . The foregoing language notwithstanding, **County** and **Engineer** agree that **Engineer**, in its sole discretion, will be allowed to sign and seal such Instruments of Service, or place any other appropriate comment on the Instruments of Service, as appropriate for the phase of preparation of the Instruments of Service as more fully set out in Section 137.33 of the Texas Board of Professional Engineer's Rules Concerning the Practice of Engineering, effective as of the date of delivery of the Instruments of Service.
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 VII

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 it 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 VIII

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 million per occurrence and \$2 million 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 million per occurrence and \$2 million 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 \$1 million.
- 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 it 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 REQUIRED PURSUANT TO PARAGRAPH B, ABOVE, SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the *County* and the *County Judge*, and agreed to and hereby acknowledged by the *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.

EXHIBIT IX

SCOPE OF SERVICES

FOR PROFESSIONAL ENGINEERING SERVICES

THE FOLLOWING 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 MUTUALLY BY COUNTY AND ENGINEER AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT IV AND IN A MANNER CONSISTENT WITH THE TEXAS BOARD OF PROFESSIONAL ENGINEER'S RULES CONCERNING THE PRACTICE OF ENGINEERING, EFFECTIVE AS OF THE RELEVANT DATE.

The *Engineer* will provide Professional Engineering Services for the *Project*, as set forth below.

Services performed will include the appropriate records and documentation in accordance with TxDOT and Federal requirements.

Professional Engineering Construction Management

- Perform a constructability review of the construction plans.
- Provide a Quality Assurance Plan explaining how *Engineer* proposes to manage the contract assignment and the planned interaction with the County's representatives. The QAP Manual shall contain the following Sections describing the *Engineer's* methods to produce quality in the execution of its services delivered under this agreement.
 - Introduction
 - Definitions
 - Acronyms
 - Quality Assurance Plan
 - Management Responsibility

The QAP shall contain procedures that shall define how the *Engineer* will perform in the following areas:

- Control of Documents
- Records Management
- Personnel Training

- Management Review
 - Resource Planning
 - Request for Information Management
 - Construction Contract Change Order Preparation
 - Field Monitoring and Inspection
 - Material Sampling and Testing
- Manage the Request for Information (RFI) process.
- Negotiate and make recommendations for Change Orders. Prepare Change Orders for execution.
- Evaluate and provide advice to the County on the approval of contractor's CPM schedules.
- Maintain a current approved set of construction contract documents at the project site.
- Review and provide recommendation of acceptance to the County on the Contractor's monthly pay estimate.
- Manage Contractor receipt and dispersal of Contractor submittals to the Designer, then back to the Contractor, with copies of approved submittals to the GEC.
- Revise or update the storm water pollution prevention plan in accordance with TPDES Permit TXR150000 Part III Section E.
- Identify and advise the County in the resolution of construction issues that arise.
- Provide advice to the County in dispute negotiations and claim resolutions.
- Monitor utility relocation/adjustments for compliance with approved plans for the *Project*.
- Monitor Compliance with DBE requirements of construction contract provisions.
- Provide vehicles, communication devices (i.e cell phones, radios), computers, office supplies and internet service.
- Review and provide recommendation to the County on the acceptance of Contractor-prepared "as-built" drawings.
- Provide field office, field office equipment, field office furnishings, and field office supplies.

Provide Reports of Construction Activities

- Perform a review of the construction of the *Project* to monitor compliance with the *Designer's* plans and specifications and document construction activities using daily reports, journal, logs, or other, as necessary.

- Perform monitoring in accordance with the environmental provisions of the PS&E, relating to the SW3P and provide reports to the County containing the results of the monitoring.
- Perform inspections in accordance with the QAP of the implemented Traffic Control Plan of the PS&E, provide inspection and reports to the County.
- Provide advice to the County on modifications to the Traffic Control Plans to be provided by *the Designer*.
- Develop project progress meeting minutes and distribute to attendees.
- Provide weekly report of the construction project progress to the GEC.
- Provide reports of the results of tests performed on materials used in construction in accordance with the QAP at the end of the project.
- Monitor Contractor compliance with DBE provisions of construction contract.
- Monitor Contractor compliance with Wage Rate provisions of construction contract.
- Provide notification of lane closures to TxDOT, GEC and the County received from the Contractor.
- Provide report of accidents in accordance with Section XI L. of the Agreement.

Meetings and Record Keeping

- Attend Pre-Bid and Pre-Construction Conferences.
- Conduct project progress meetings.
- Maintain records as detailed in the QAP for delivery to the County at project completion.
- Maintain a status report of change orders, RFIs, barricade inspection reports, environmental reports, schedule updates, shop drawing review and time extensions.
- Maintain current set of plans and specifications at project completion.

Materials Testing

- Perform materials sampling and testing in accordance with the approved QAP.

Survey

- Review the data supplied by the County, check the horizontal and vertical control in the field, and compare the results with the supplied data. Provide compliance/non-compliance report to the County.

- Provide a field crew to check the contractor horizontal and vertical results of constructed facilities periodically for the *Project*. Provide compliance/non-compliance report to the County.

Exclusions

The *Engineer* shall not:

- Supervise, direct, or have control over the Contractor's work or personnel;
- Authorize any deviation from the plans, specifications, or other Contract Documents or approve any substitute materials without the consent of the County;
- Be responsible for any aspects of the means, methods, techniques, sequences, quality, procedures, or programs of the Contractor; or
- Be responsible for any safety precautions or programs in connection with the work as the Contractor is solely responsible for the safety of the workforce and traveling public.

EXHIBIT X

ENGINEER'S QUALIFICATIONS STATEMENT

ACORD CERTIFICATE OF LIABILITY INSURANCE

6/1/2010

DATE (MM/DD/YYYY)
8/3/2009

PRODUCER Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

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

INSURED HDR ENGINEERING, INC.
1013472 8404 INDIAN HILLS DRIVE
OMAHA NE 68114-4049

INSURER A: Hartford Fire Insurance Company	19682
INSURER B: Allied World National Assurance Company	10690
INSURER C: New Hampshire Insurance Company	23841
INSURER D: Insurance Company of the State of PA	19429
INSURER E: Zurich American Insurance Company	16535

COVERAGES

HDRIN01 SA

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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 LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	37CSEQU0950	6/1/2009	6/1/2010	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) \$ 10,000
		<input checked="" type="checkbox"/> Contractual Liab.				PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				
A	A	AUTOMOBILE LIABILITY	37CSEQU0951 (AOS) 37CSEQU0952 (HI)	6/1/2009	6/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		<input checked="" type="checkbox"/> HIRED AUTOS				
		GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$ XXXXXXXX
						AUTO ONLY: AGG \$ XXXXXXXX
B		EXCESS/UMBRELLA LIABILITY	C012177/001 (EXCLUDES PROF. LIAB)	6/1/2009	6/1/2010	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
		<input checked="" type="checkbox"/> RETENTION \$ 0				\$ XXXXXXXX
						\$ XXXXXXXX
C D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	3621195 (AOS) 3621196 (CA)	6/1/2009	7/1/2010	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E		OTHER ARCHS & ENGS PROFESSIONAL LIABILITY	EOC9260026-02	6/1/2009	6/1/2010	PER CLAIM: \$1,000,000. AGG: \$1,000,000.

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

RE: US 183, RIVA DRIVE TO SH 29; CONSTRUCTION OF APPROXIMATELY 4 MILES OF DIVIDED HIGHWAY, WITH TWO NEW BRIDGES OVER THE SOUTH SAN GABRIEL RIVER.

CERTIFICATE HOLDER

10613212
WILLIAMSON COUNTY
C/O PRIME STRATEGIES
ATTN: MARIB WALTERS
1508 SOUTH LAMAR
AUSTIN TX 78704

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~AND BY MAIL TO THE CERTIFICATE HOLDER'S ADDRESS AS SHOWN ON THE POLICY~~.
REPRODUCTION OF THIS CERTIFICATE IS PROHIBITED.

AUTHORIZED REPRESENTATIVE

David J. Foster

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
08/04/2009

PRODUCER

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

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

INSURED

Aviles Engineering Corporation
5790 Windfern
Houston, TX 77041

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Hudson Insurance Company

25054

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
		GEN'L AGGREGATE LIMIT APPLIES PER:				
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		<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 type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
						\$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A		OTHER Professional Liability	AEE7102104	11/29/08	11/29/09	\$2,000,000 per claim \$2,000,000 annl aggr.

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

*Except 10 days for non-payment of premium.

Re: Solicitation/Inquiry No. US 183.

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

CERTIFICATE HOLDER

HDR, Inc.
Attn: J. Paul Bowen
810 Hesters Crowwing, Sulte 120
Round Rock, TX 78681

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.



E. Dale Howard, Jr.
 Auto-Life-Health-Home and Business
 8101 Cameron Rd, # 102
 Austin, Tx 78754 512-339-7222, fax 512-339-7295

August 05, 2009

INLAND GEODETICS
 1504 CHISHOLM TRAIL RD STE 103
 ROUND ROCK, TX 78681-2900

CERTIFICATE OF INSURANCE

This certifies that ☐ State Farm Fire & Casualty Co, Bloomington, IL
☐ State Farm General Insurance Company, Bloomington
☒ State Farm Lloyds, Dallas, TX
☒ State Farm Automobile Company, Dallas, TX
 insures the following policyholder for the coverage indicated below:

NAME: INLAND GEODETICS
 ADDRESS: 1504 Chisholm Trail Rd., Suite 103
 ROUND ROCK TX 78681

LOCATION: SAME

Description of Operations
 LAND SURVEY

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, & conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INS	EFF DATE	EXP DATE	LIMITS OF LIABILITY
90-KK-9762-0L	Comm Gen'l Liab	07/18/09	07/18/10	\$1,000,000/\$2,000,000
90-KK-9762-0L	Business Prop	07/18/09	07/18/10	\$161,900

This insurance

includes:

(applicable if indicated by X)

- ☐ Products-Completed Operations
- ☒ Personal Injury
- ☒ Contractual Liability
- ☒ Advertising & Pers Inj
- ☐ Underground Property Damage
- ☐ Explosion & Collapse PD

Each
 Occurrence \$100000
 General Agg \$200000
 Products &
 Completed Ops \$

POLICY NUMBER	TYPE OF INS	EFF DATE	EXP DATE	LIMITS OF LIABILITY
015-5877-F0153B	AUTO	12/01/08	12/01/09	1M/1M/1M
90-LN-4053-9	WORKERS COMP	05/26/09	05/26/10	*SEE BELOW

*[X] Workers
 Compensation
 Coverage a

Coverage A

STATUTORY



Coverage B Employers Liability Coverage B \$1,000,000

☐ Professional Liability Each Claim \$ _____
Aggregate \$ _____

☐ Excess LiabilityBODILY INJURY & PD
☐ Umbrella
☐ Other Each Occurrence \$ _____
Aggregate \$ _____

ADDITIONAL INSURED & SPECIAL CONDITIONS: Williamson County added as additional insured

CERTIFICATE HOLDER & ADD'L INSD:
HDR INC
810 HESTERS CROSSING
STE 120
ROUND ROCK, TX 78681

If any of the described policies:
are cancelled before its expiration
date, State Farm will try to mail
a written notice to the certificate
holder 30 days before cancellation
If, however, we fail to mail such
notice, no obligation or liability
will be imposed on State Farm or
its agents or representatives.

E. Dale Howard Jr. 08/05/09
E. Dale Howard, Jr. Agent/date

Round Rock Annex Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Clark Started On: 08/13/2009 11:19 AM
Final Approval Date: 08/13/2009

Budget Adoption Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 a.m. Hold Public Hearing on the 2009-2010 County Budget

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig
Started On: 08/20/2009 10:46 AM
Final Approval Date: 08/20/2009

Budget Adoption Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider adoption of the 2009-2010 County Budget

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig
Started On: 08/20/2009 10:47 AM
Final Approval Date: 08/20/2009

Discuss and take appropriate action regarding setting FY2010 885 Fund Budget, FY2010 Employer Contribution Rate & 11/1/09 Employee Insurance Rates

Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Lisa Zirkle, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding setting FY2010 885 Fund Budget, FY2010 Employer Contribution Rate & 11/1/09 Employee Insurance Rates.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [FY2010 Employer Contribution](#)

Link: [FY 2010 Employee Rates](#)

Link: [01/01/09 Plan Design Changes](#)

Form Routing/Status

Form Started By: Lisa Zirkle Started On: 08/20/2009 09:26 AM
Final Approval Date: 08/20/2009

Self Funded Health Plan

FY 2010

Fiscal Year	Revenue - Cash	Designation from Benefits Fund Cash Ending Balance	Designation from General Fund Cash Ending Balance	Total Budgeted Revenue	%age Increase over Previous Year
2001-2002	\$6,366,900.00	\$935,000.00		\$7,301,900.00	
2002-2003	\$7,134,200.00	\$180,000.00		\$7,314,200.00	0.17%
2003-2004	\$8,762,500.00	\$865,000.00		\$9,627,500.00	31.63%
2004-2005	\$9,519,300.00	\$2,340,000.00		\$11,859,300.00	23.18%
2005-2006	\$10,130,000.00	\$3,485,000.00		\$13,615,000.00	14.80%
2006-2007	\$11,418,500.00	\$3,040,000.00		\$14,458,500.00	6.20%
2007-2008	\$12,073,000.00	\$3,380,000.00		\$15,453,000.00	6.88%
2008-2009	\$12,532,500.00	\$3,380,000.00	\$1,000,000.00	\$16,912,500.00	9.44%
2009-2010	\$15,796,900.00	\$1,025,000.00	\$1,000,000.00	\$17,821,900.00	5.38%

Employer Contribution Rate	\$ Increase over Previous Year	Percentage Increase over Previous Year	Average \$ Increase per Year
\$400.00			
\$450.00	\$50.00	13.00%	
\$450.00	\$0.00	0.00%	
\$450.00	\$0.00	0.00%	
\$450.00	\$0.00	0.00%	
\$461.50	\$11.50	3.00%	
\$461.50	\$0.00	0.00%	
\$461.50	\$0.00	0.00%	
\$586.10	\$124.60	27.00%	\$23.26

Increased Amt \$2,456,613.60

Fiscal Year				Total Budgeted Expenses	%age Increase over Previous Year
2008-2009				\$16,914,346.00	
2009-2010				\$17,810,000.00	5.30%

Williamson County Medical, Dental and Vision Plan Rates

2010 Rates go into effect on November 1, 2009.

Monthly County and Employee/Retiree Rates

	2009 Current Williamson County Contribution Rate	2009 Current Employee Rate	2010 Approved Williamson County Contribution Rate	2010 Approved Employee Rate	Amount of Increase to Employee Rate
PPO High Plan (w/o Vision)					
Employee	\$461.50	\$46.64	\$586.10	\$47.81	\$1.17
Employee + Spouse	\$461.50	\$164.18	\$586.10	\$168.28	\$4.10
Employee + Child(ren)	\$461.50	\$153.92	\$586.10	\$157.77	\$3.85
Employee + Family	\$461.50	\$205.23	\$586.10	\$210.36	\$5.13
PPO Low Plan (w/o Vision)					
Employee	\$461.50	\$17.76	\$586.10	\$18.20	\$0.44
Employee + Spouse	\$461.50	\$107.51	\$586.10	\$110.20	\$2.69
Employee + Child(ren)	\$461.50	\$97.73	\$586.10	\$100.17	\$2.44
Employee + Family	\$461.50	\$146.60	\$586.10	\$150.27	\$3.67
EPO/HMO (w/o Vision)					
Employee	\$461.50	\$67.52	\$586.10	\$74.27	\$6.75
Employee + Spouse	\$461.50	\$262.48	\$586.10	\$288.73	\$26.25
Employee + Child(ren)	\$461.50	\$246.08	\$586.10	\$270.69	\$24.61
Employee + Family	\$461.50	\$328.10	\$586.10	\$360.91	\$32.81
Dental Low Plan					
Employee	\$0.00	\$29.00	\$0.00	\$29.00	\$0.00
Employee + Spouse	\$0.00	\$54.00	\$0.00	\$54.00	\$0.00
Employee + Child(ren)	\$0.00	\$60.00	\$0.00	\$60.00	\$0.00
Employee + Family	\$0.00	\$66.00	\$0.00	\$66.00	\$0.00
Dental High Plan					
Employee	\$0.00	\$40.00	\$0.00	\$40.00	\$0.00
Employee + Spouse	\$0.00	\$74.00	\$0.00	\$74.00	\$0.00
Employee + Child(ren)	\$0.00	\$82.00	\$0.00	\$82.00	\$0.00
Employee + Family	\$0.00	\$91.00	\$0.00	\$91.00	\$0.00
Vision					
Employee	\$0.00	\$9.00	\$0.00	\$13.50	\$4.50
Employee + Spouse	\$0.00	\$18.00	\$0.00	\$27.00	\$9.00
Employee + Child(ren)	\$0.00	\$16.50	\$0.00	\$24.75	\$8.25
Employee + Family	\$0.00	\$24.00	\$0.00	\$36.00	\$12.00

Semi-Monthly Pay Period Employee Rates

	2009 Current Employee PP Rates	2010 Approved Employee PP Rates	Amount of Increase Per Pay Period
PPO High Plan (w/o Vision)			
Employee	\$23.32	\$23.91	\$0.59
Employee + Spouse	\$82.09	\$84.14	\$2.05
Employee + Child(ren)	\$76.96	\$78.89	\$1.93
Employee + Family	\$102.62	\$105.18	\$2.56
PPO Low Plan (w/o Vision)			
Employee	\$8.88	\$9.10	\$0.22
Employee + Spouse	\$53.76	\$55.10	\$1.34
Employee + Child(ren)	\$48.87	\$50.09	\$1.22
Employee + Family	\$73.30	\$75.14	\$1.84
EPO/HMO (w/o Vision)			
Employee	\$33.76	\$37.14	\$3.38
Employee + Spouse	\$131.24	\$144.37	\$13.13
Employee + Child(ren)	\$123.04	\$135.35	\$12.31
Employee + Family	\$164.05	\$180.46	\$16.41
Dental Low Plan			
Employee	\$14.50	\$14.50	\$0.00
Employee + Spouse	\$27.00	\$27.00	\$0.00
Employee + Child(ren)	\$30.00	\$30.00	\$0.00
Employee + Family	\$33.00	\$33.00	\$0.00
Dental High Plan			
Employee	\$20.00	\$20.00	\$0.00
Employee + Spouse	\$37.00	\$37.00	\$0.00
Employee + Child(ren)	\$41.00	\$41.00	\$0.00
Employee + Family	\$45.50	\$45.50	\$0.00
Vision			
Employee	\$4.50	\$6.75	\$2.25
Employee + Spouse	\$9.00	\$13.50	\$4.50
Employee + Child(ren)	\$8.25	\$12.38	\$4.13
Employee + Family	\$12.00	\$18.00	\$6.00

Williamson County									
January 1, 2010									
		Choice Plus PPO High Plan			Choice Plus PPO Low Plan			Choice Plan EPO/HMO	
Plan Design Changes									
			</						

Public Hearing for County Clerk's Records Archive Fund Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

10:30 Hold Public Hearing on plan for funding the preservation and restoration of the County Clerk's Records Archives for 2009-2010

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Cty Clk Rcd Arch 09/10 Budget](#)

Link: [Archive Plan](#)

Form Routing/Status

Form Started By: Ashlie Koenig
Started On: 08/12/2009 03:42 PM
Final Approval Date: 08/13/2009

WCBM

Williamson County Budget Management

Williamson County

2010 Budgets - Budget Lines

Dept: 0384 - RCDS ARCHIVE FUND - CO CLERK

Update

Approve Requests

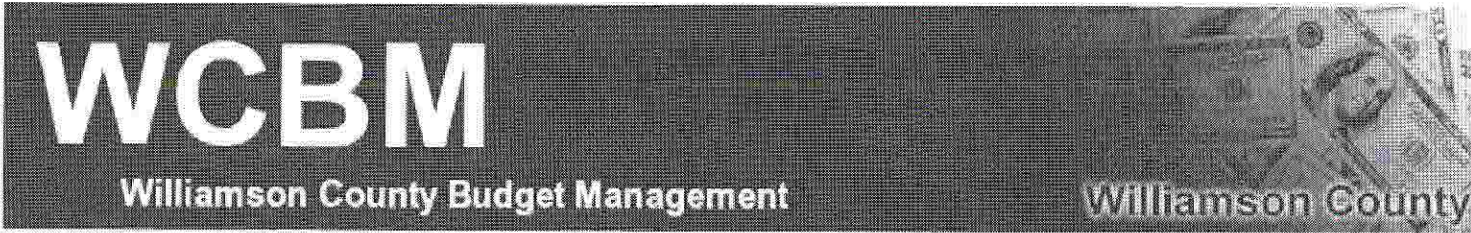
Approve Salaries

Add Item

Printer Friendly Version

Line Item	Description	2007 YTD Expense	2008 YTD Expense	2009 Original Budget	2009 Current Budget	2009 YTD Expense	2010 Requested Budget	2010 Recommended Budget
001100	F/T Salaries	145,772.16	139,606.31	162,110.00	162,110.00	75,922.62	163,982.00	163,982.00
002010	Fica	10,891.91	10,237.86	12,402.00	12,402.00	5,490.13	12,544.62	12,545.00
002020	Retirement	15,648.28	15,033.78	17,670.00	17,670.00	8,300.86	18,693.95	18,694.00
002030	Insurance	38,766.00	27,690.00	27,690.00	27,690.00	13,845.00	27,690.00	27,690.00
002050	Worker'S Comp	352.25	273.91	527.00	527.00	182.33	527.00	527.00
004550	Imaging & Microfilming	14,720.00	146,262.00	193,643.00	193,643.00	100,766.00	.00	.00
Total:		226,150.60	339,103.86	414,042.00	414,042.00	204,506.94	223,437.57	223,438.00

* No support information available for this line-item



2010 Budgets - Revenue Detail By Account

Fund: 0384 - RCDS ARCHIVE FUND - CO CLERK

Line Item	Description	2007 YTD Revenue	2008 YTD Revenue	Current Budget	YTD Revenues	Recommended Budget
341131	Records Archive Fee	.00	.00	.00	.00	450,000.00
361300	Interest, Investments	.00	.00	.00	-6,255.91	.00
Total:		.00	.00	.00	-6,255.91	450,000.00

Archive Plan

For Preservation and Restoration
Of Archived Records

Presented by

Nancy E. Rister, County Clerk

August, 2009

Executive Summary

The vast majority of the permanent records in the County Clerks office are paper based. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no cost to the County, these records can be preserved by using the archive fees collected to cover the cost of scanning the paper based documents and preserving the handwritten ones by encapsulation. In addition, to preserving the documents, the images can be added to our existing imaging system and improve customer service by offering a wider date range of documents on the Internet.

Introduction

County Clerks are currently authorized to collect a records management fee for maintaining and preserving current documents. A fee not to exceed \$5 can be imposed for recording or filing public documents in county clerk offices in any county for the purpose of preserving, restoring, and managing these county records. The legislation is designed to target archived records. This does not include court records.

This bill authorizes the Commissioners Court to adopt a records archive fee as part of the county's annual budget. This additional revenue will be dedicated to help focus on preserving older records.

Williamson County Commissioners Court approved this \$5 fee on August 26, 2003 under agenda item #23.

Historical Data FY2001 – FY2009

In FY 2001-2002 Deed books 1 through 3 and Survey book for 1902 were preserved and encapsulated. In FY 2002-2003 Deed books 4 and 5 were preserved and encapsulated. In FY 2003-2004 Police Court minutes 1850 – 1859; Elections Volume 1 – 1884-1892; Deed books 6 – 26 were preserved and encapsulated. In FY 2004-2005 Deed books 27 – 122 were preserved and encapsulated. In FY 2005-2006 Williamson County Bid 06WC406 awarded. Deed books 123 – 168 were preserved and encapsulated. In FY 2006-2007 Marriage Indexes 1848 - 1997; Elections Volumes 2-9 were preserved and encapsulated.

The encapsulation effort was halted in 2006 pending the acceptance of the vendor that has done the majority of our books onto the State of Texas contract vendor's list. In early 2008, Brazoria County, TX awarded a contract to this same vendor for repair and restoration of historical books for Brazoria County. At that time, Williamson County Clerk's Office entered into an Interlocal agreement with Brazoria County for the Repair and Restoration of historical books.

Williamson County Commissioners Court approved an Interlocal Agreement with Brazoria County for the Repair and Restoration of historical books for the County Clerk on March 25, 2008 under agenda item #25.

Subsequent to the approval by the Commissioners Court, 52 Marriage books (1850-1997) and 51 Commissioner's Court books were sent to the selected vendor for preservation and encapsulation. Also sent in FY 2008-2009 were Birth Record Volumes 1-12, 1903-1957, Delayed Birth Records Volumes A-Z and Volumes A-1 through A-10, Still Birth Record and Register of Births 1868-1876, Death Records Volumes 1-12, 31 Naturalization Books, Index to Deeds and the Reverse Indexes for preservation and encapsulation.

Since February of 2005 with a staff of 7 we have scanned over 92% of the deed books. Three of the original staff left for various reasons and only 4 remain. All books that are scanned will be made available on personal computers in the public research area and over the internet. Each book and page will be accessible by book and page lookup.

At the end of this report are examples of the numerous volumes and types of books preserved and encapsulated to date.

Archive Plan

Fiscal Year 2009 – 2010

Scanning has taken place of approximately 863 out of 943 deed books. These images are available online. Revenue collected and not expended to the fiscal year will be carried forward. Currently we are waiting for the following books to be returned to us from Brown's River:

- Naturalization Records Volumes 1-7
- Declaration of Intent Volumes 1-7
- Certificate of Naturalization Volumes 1-13
- Citizens Petition Granted 1931-1938
- Records of Declaration Volumes 1-4
- Record of Alien Owned Land (1) book
- Naturalization Record Index (1) book
- Direct Index and General Index to Deeds 1848-1927 (14 books)
- Direct Index to Deeds 1955-1960 (2 books)
- Indirect Index to Deeds 1848-1927 (10 books)
- Indirect Index to Deeds 1955-1960 (2 books)

Each budget year a revised plan and report of the current progress will be reported.

Steps to implement and continue

- Prepare Annual Archive Plan
- Annual Commissioner's Court Approval
- Annual Public Hearing
- Post Notice of Fee in a conspicuous place

Projected Revenue for 2009-2010

Document Type	Forecast of # documents filed subject to fee based on 2008 filings	Anticipated maximum revenue at \$5.00 per document
Official Public Records	94,099	\$470,495

Proposed Budget of Expenses for 2009-2010

Salaries for 5 people	\$152,968.00
FICA @7.5%	11,703.00
Retirement @7%	16,674.00
Insurance	27,690.00
Workers Comp	527.00
Total	\$209,562.00

LOCAL GOVERNMENT CODE

§ 118.025. COUNTY CLERK'S RECORDS ARCHIVE.

(a) In this section:

(1) "Deterioration" means any naturally occurring process or a natural disaster that results in the destruction or partial destruction of a public document.

(2) "Preservation" means any process that:

(A) suspends or reduces the deterioration of public documents; or

(B) provides public access to the public documents in a manner that reduces the risk of deterioration, excluding providing public access to public documents indexed geographically.

(3) "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining.

(4) "Records archive" means public documents filed with the county clerk before January 1, 1990.

(5) "Restoration" means any process that permits the visual enhancement of a public document, including making the document more legible.

(b) The commissioners court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

(c) The fee must be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing.

(d) The fee shall be deposited in a separate records archive account in the general fund of the county.

(e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive.

(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4).

(g) The county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. The commissioners court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioners court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262.

(h) If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the county clerk's office. The notice must state the amount of the fee in the following form:

"THE COMMISSIONERS COURT OF _____ COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF \$_____ IS NEEDED TO PRESERVE AND RESTORE COUNTY RECORDS."

(i) The fee is subject to approval by the commissioners court in a public meeting.

(j) Any excess funds generated from the collection of a fee under this section remaining after completion of a county records archive preservation and restoration project may be expended only for the purposes described by Section 118.0216. The commissioners court of a county may not order the collection of a fee authorized by this section after the county records archive preservation and restoration is complete.

(k) This section expires September 1, 2008.

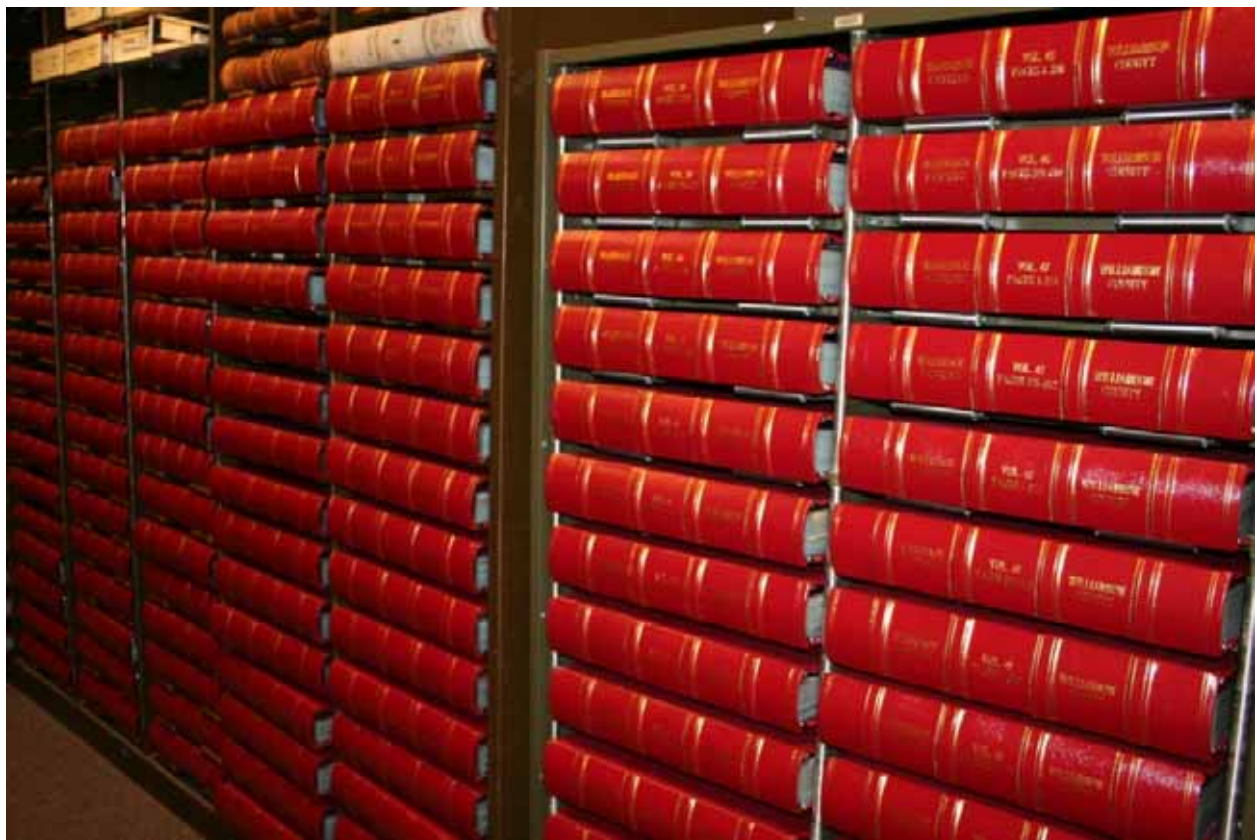
Added by Acts 2001, 77th Leg., ch. 794, § 4, eff. Sept. 1, 2001.

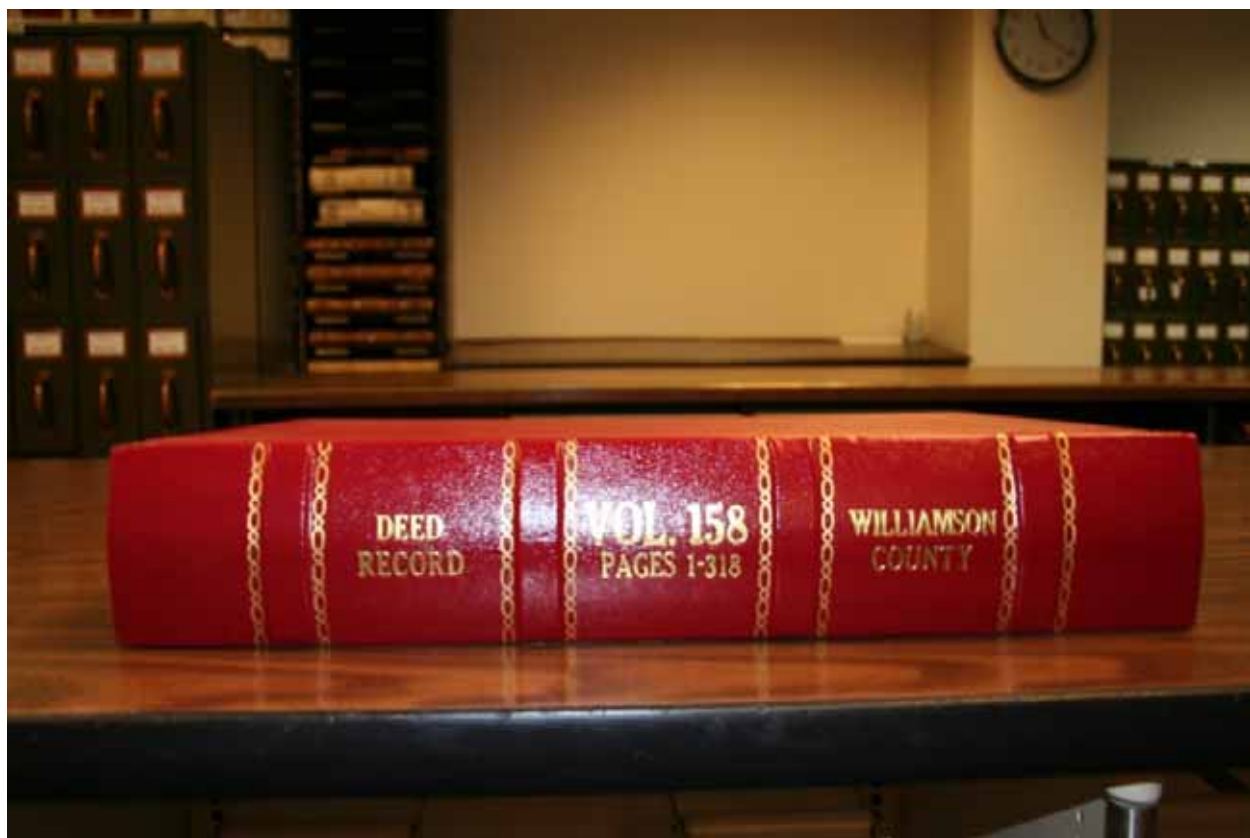
Amended by Acts 2003, 78th Leg., ch. 974, § 3, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1275, § 3(32), eff. Sept. 1, 2003.

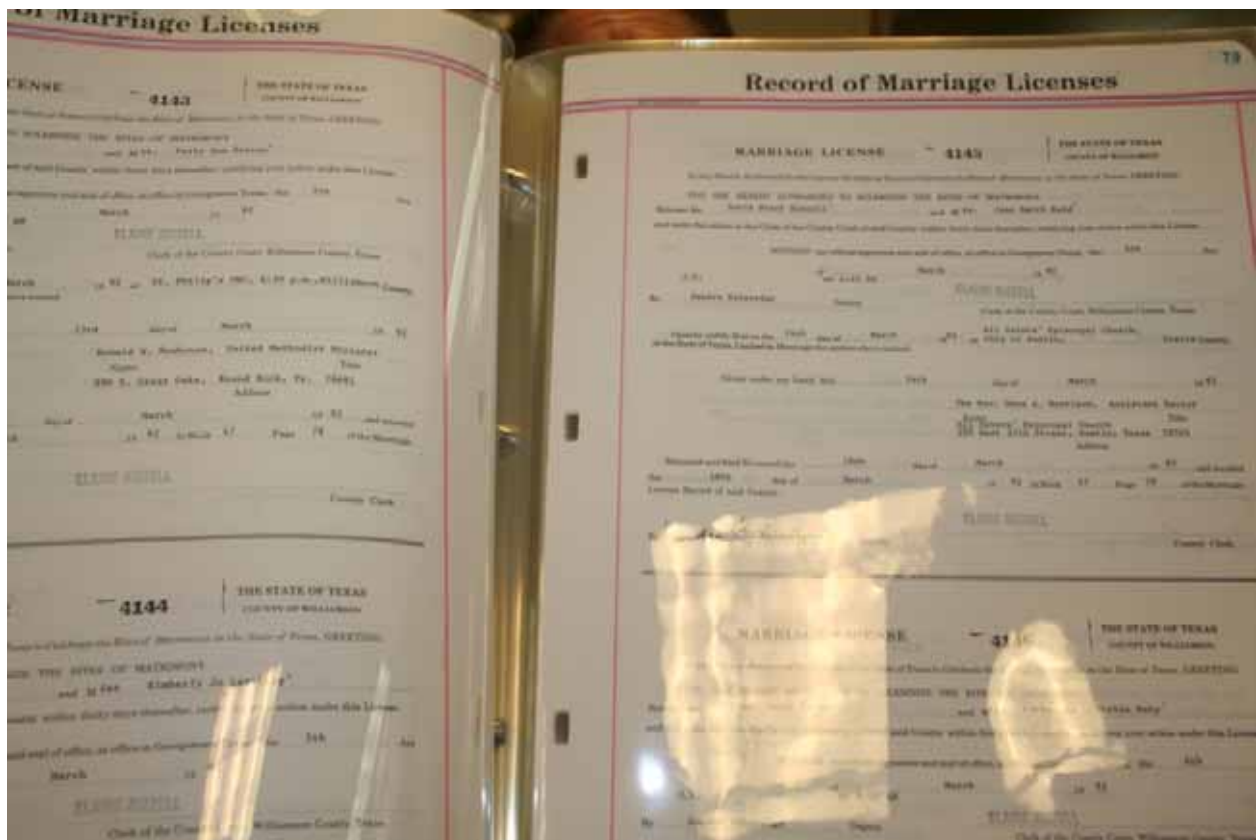
From SB 526 79th Legislature

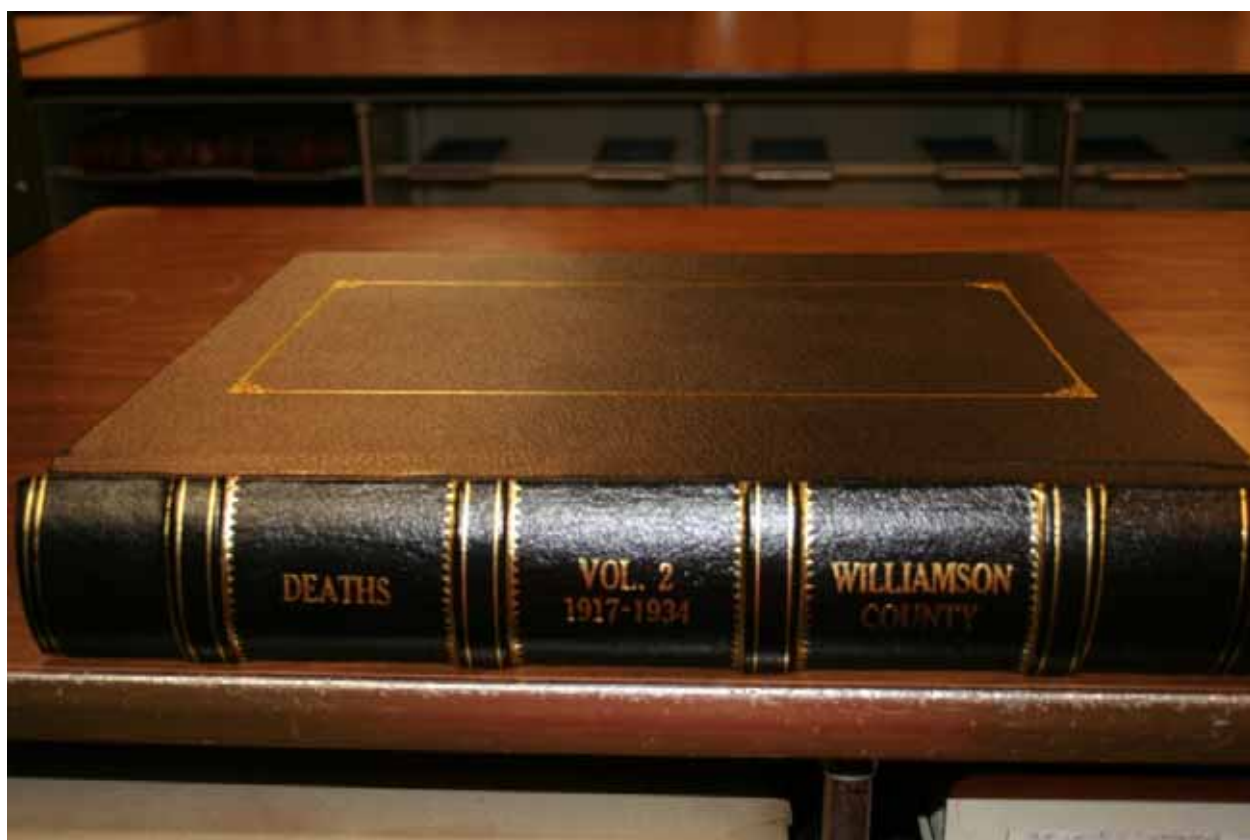
SECTION 7. Subsection (g), Section 118.011, and Subdivision (4), Subsection (a), and Subsection (k), Section 118.025, Local Government Code, are repealed.











2009-2010 Budget for Cty Clk Records Archive Fund Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the plan for funding the preservation and restoration of the County Clerk's Records Archives for 2009-2010

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [2009-2010 Cty Clk Rec Archive Fund](#)

Form Routing/Status

Form Started By: Ashlie Koenig
Started On: 08/12/2009 03:45 PM
Final Approval Date: 08/13/2009

WCBM

Williamson County Budget Management

Williamson County

2010 Budgets - Budget Lines

Dept: 0384 - RCDS ARCHIVE FUND - CO CLERK

Update

Approve Requests

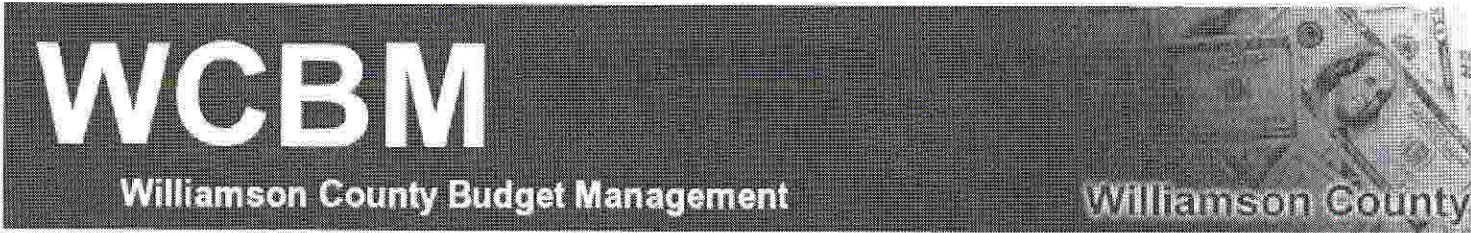
Approve Salaries

Add Item

Printer Friendly Version

Line Item	Description	2007 YTD Expense	2008 YTD Expense	2009 Original Budget	2009 Current Budget	2009 YTD Expense	2010 Requested Budget	2010 Recommended Budget
001100	F/T Salaries	145,772.16	139,606.31	162,110.00	162,110.00	75,922.62	163,982.00	163,982.00
002010	Fica	10,891.91	10,237.86	12,402.00	12,402.00	5,490.13	12,544.62	12,545.00
002020	Retirement	15,648.28	15,033.78	17,670.00	17,670.00	8,300.86	18,693.95	18,694.00
002030	Insurance	38,766.00	27,690.00	27,690.00	27,690.00	13,845.00	27,690.00	27,690.00
002050	Worker'S Comp	352.25	273.91	527.00	527.00	182.33	527.00	527.00
004550	Imaging & Microfilming	14,720.00	146,262.00	193,643.00	193,643.00	100,766.00	.00	.00
Total:		226,150.60	339,103.86	414,042.00	414,042.00	204,506.94	223,437.57	223,438.00

* No support information available for this line-item



2010 Budgets - Revenue Detail By Account

Fund: 0384 - RCDS ARCHIVE FUND - CO CLERK

Line Item	Description	2007 YTD Revenue	2008 YTD Revenue	Current Budget	YTD Revenues	Recommended Budget
341131	Records Archive Fee	.00	.00	.00	.00	450,000.00
361300	Interest, Investments	.00	.00	.00	-6,255.91	.00
Total:		.00	.00	.00	-6,255.91	450,000.00

Contract Amendment 2 for Local Initiative Project Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Gary Boyd, Parks
Submitted For: Gary Boyd
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Contract Amendment 2 to the Inter-Governmental Cooperative Reimbursement Agreement between Texas Commission on Environmental Quality (TCEQ) and Williamson County (AKA Local Initiative Projects contract).

Background

This amendment extends the Local Initiative Project grant program for the next two years of the biennium and incorporates changes to the program as per provisions enacted under the 81st Texas Legislature. For FY 2010 and FY 2011 TCEQ will obligate \$167,652.18 per year to Williamson County for a total of \$335,304.36. Funds must be expended for eligible projects and must be expended within two years of the corresponding FYE (e.g. FY 2010 funds must be expended by August 31, 2012). The AirCheck Program office will administer the grant with assistance from the Auditor's office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Contract Amendment 2](#)

Form Routing/Status

Form Started By: Gary Boyd Started On: 08/19/2009 12:29 PM
 Final Approval Date: 08/20/2009

**CONTRACT AMENDMENT TO THE INTER-GOVERNMENTAL
COOPERATIVE REIMBURSEMENT AGREEMENT BETWEEN
THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)
AND WILLIAMSON COUNTY**

STATE OF TEXAS
COUNTY OF WILLIAMSON

AMENDMENT NUMBER 2

Pursuant to Article 7 (AMENDMENTS) and Article 1.3 Contract Renewals in the GENERAL CONDITIONS of the Agreement, the Texas Commission on Environmental Quality (TCEQ) and Williamson County (GRANTEE), hereby agree to amend Contract Number 582-8-89965 to extend the period of performance and renew the Agreement for four additional years through August 31, 2013, and to change provisions of the Contract to comply with changes of the 81st Texas Legislature to Texas Health and Safety Code Section 382.220, relating to the Local Initiative Program of the Low Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program.

In accord with the Agreement between the TCEQ and Williamson County all funds available for Local Initiative Projects during Fiscal Year 2010 must be expended by August 31, 2012, and all funds available for Fiscal Year 2011 must be expended by August 31, 2013, unless otherwise determined by the TCEQ.

In accordance with legislative changes, the parties agree to amend the Contract

1. at III. ELIGIBLE PROJECTS relating to the restrictions on the categories of spending, so that the GRANTEE is prohibited from expending funds under this Contract for local government fleet or vehicle acquisition or replacement; and
2. at V. AMOUNT OF FUNDING so that TCEQ may reduce the amount of the GRANTEE matching contribution to less than 50% for development and implementation projects proposing to detect fraud at independent vehicle inspection facilities including projects to coordinate with law enforcement officials to detect, prevent and prosecute counterfeit state inspection stickers.

The total Maximum TCEQ Obligation is as shown in the table below.

Amendment History	Fiscal Year	Contract Amount
Original Amount	FY08	\$135,584.45
	FY09	\$167,301.96
Amendment 1 (Encumbrance of FY 09 funds)	FY09	
This Amendment 2	FY10	\$167,652.18
	FY11	\$167,652.18
Total Maximum TCEQ Obligation		\$638,190.77

All other conditions and requirements of Contract Number 582-8-89965 remain unchanged, and shall apply to all services specified herein just as if those services had been included in the original scope of services of this Contract.

TCEQ:

Texas Commission on Environmental Quality



(Signature)

Carlos Rubinstein

(Printed Name)

Deputy Executive Director

(Title)

Date:

8/18/09

Grantee:

Williamson County

(Signature)

Honorable Dan A. Gattis

(Printed Name)

Williamson County Judge

(Title)

Date:

Public Hearing for Dist Clerk Records Archive Fund Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

10:45 Hold Public Hearing on plan for funding the preservation and restoration of the District Clerk's Records Archives for 2009-2010

Background

Fiscal Impact

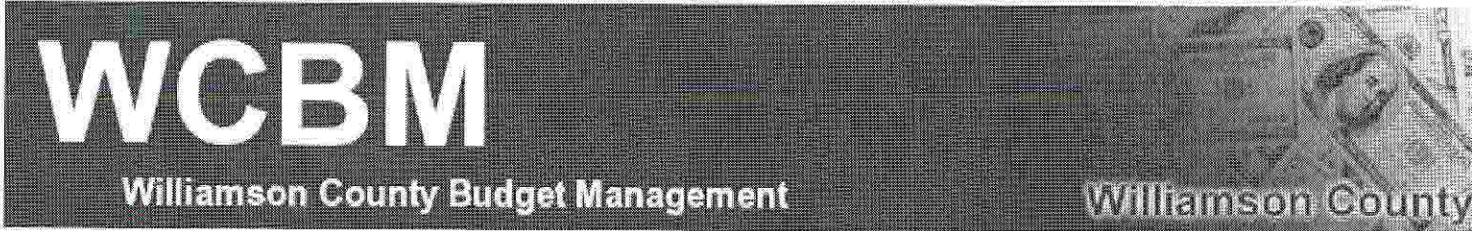
From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Dist Clk Rcds Archive](#)

Form Routing/Status

Form Started By: Ashlie Koenig
Started On: 08/12/2009 04:40 PM
Final Approval Date: 08/13/2009



2010 Budgets - Revenue Detail By Account

Fund: 0387 - RCDS TECHNOLOGY FUND-DIST CLK

Line Item	Description	2007 YTD Revenue	2008 YTD Revenue	Current Budget	YTD Revenues	Recommended Budget
341131	Records Archive Fee	.00	.00	.00	.00	48,700.00
361300	Interest, Investments	.00	.00	.00	.00	.00
361900	Net Inc/Dec Fmv, Investments	.00	.00	.00	.00	.00
Total:		.00	.00	.00	.00	48,700.00

Dist Clerk's Records Archive Fund Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the plan for funding the preservation and restoration of the District Clerk's Records Archives for 2009-2010

Background

Fiscal Impact

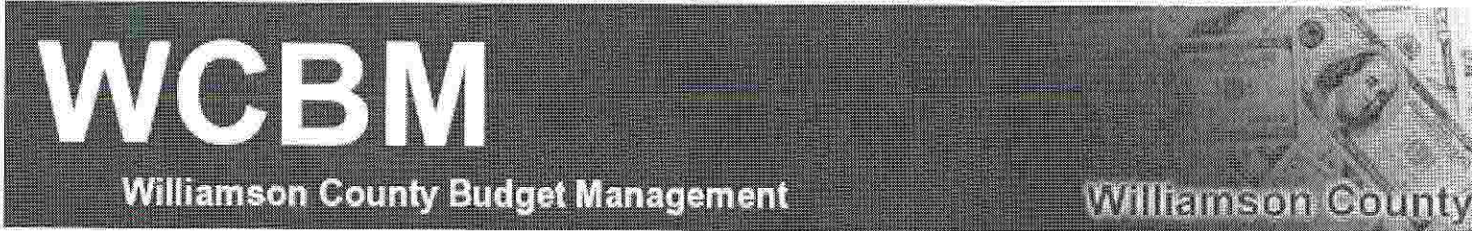
From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Dist Clerks Records Archives](#)

Form Routing/Status

Form Started By: Ashlie Koenig
Started On: 08/12/2009 04:41 PM
Final Approval Date: 08/13/2009



2010 Budgets - Revenue Detail By Account

Fund: 0387 - RCDS TECHNOLOGY FUND-DIST CLK

Line Item	Description	2007 YTD Revenue	2008 YTD Revenue	Current Budget	YTD Revenues	Recommended Budget
341131	Records Archive Fee	.00	.00	.00	.00	48,700.00
361300	Interest, Investments	.00	.00	.00	.00	.00
361900	Net Inc/Dec Fmv, Investments	.00	.00	.00	.00	.00
Total:		.00	.00	.00	.00	48,700.00

Discuss/adopt a proposed tax rate for 2009/10 Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Kathryn Morehouse, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and adopt a proposed tax rate for 2009/10 of 0.4999.

Background

Required by the Texas Property Tax Code.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Kathryn Morehouse
Started On: 08/18/2009 03:53 PM
Final Approval Date: 08/20/2009

Discuss/adopt the 2009/10 tax rate for FY 2010 Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Kathryn Morehouse, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and adopt the 2009/10 tax rate for FY 2010.

Background

Property tax code requirement.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Kathryn Morehouse
Started On: 08/18/2009 04:04 PM
Final Approval Date: 08/20/2009

US 183, Riva Ridge Dr to SH29
Commissioners Court - Regular Session

Date: 08/25/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: HNTB
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding bids received for Bid # 09WC720, US 183, Riva Ridge Dr to SH29, to the lowest and best bidder meeting specifications.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 08/17/2009 03:11 PM
Final Approval Date: 08/18/2009
