

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
OCTOBER 13TH, 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 – 11)

5. Discuss and consider approving a line item transfer for the Sheriff's Office

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-005000	Non Dept/Capital	\$14,500	
To	0100-0560-004500	SO/Maint Contracts	\$14,500	

6. Consider approving the investment report for August 2009 which was approved by the investment committee on September 30, 2009.

7. Acknowledge and enter into the official minutes of the Commissioners' Court that Valerie Covey, County Commissioner, Pct. 3, as a member of the Williamson County Investment Committee, has achieved the requisite ten hours of Public Funds Investment Act training per the requirements of the Williamson County Investment Policy. The certificate was filed in the Treasurer's office.
8. Consider and take appropriate action on authorizing the transfer of various items through inter-office transfer to County departments and/or auction/donation/trade-in and destruction.
(Complete list filed with official minutes)
9. Consider accepting a donation of \$826.26 for Brushy Creek Regional Trail brochures from REI Round Rock.
10. Consider removing the small conference room located at 3151 SE Inner Loop in Georgetown from the list of rooms available to the public for rent.
11. Discuss and consider preliminary plat approval of Brogdon Subdivision, Pct. 4.

REGULAR AGENDA

12. Recognize the Honorable Judy Schier Hobbs, Justice of the Peace, Williamson County, Precinct 4, for being awarded "Judge of the Year" by the Texas Justice Court Judges Association.
13. Hear the October 2009 Monthly Construction Summary Report for Road Bond and Pass Through Financing Projects.
14. Discuss and take appropriate action on road bond program.
15. Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of the US 183 Extension, and take other appropriate action. (Parcel 22-Champion)
16. Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of the US 183 Extension, and take other appropriate action. (Parcel 24- Champion, Mason and Craven)
17. Consider authorizing the County Judge to execute an Interlocal Agreement with the City of Leander for the construction, operation and maintenance of the extension of CR 269.
18. Consider authorizing County Judge to execute a Real Estate Contract with Alfonso Gonzalez for ROW needed on CR 313.
19. Consider authorizing County Judge to execute a Real Estate Contract with Arlin and Catherine Thomsen for ROW needed on RM 2338.
20. Consider authorizing County Judge to execute a Real Estate Contract with David and Patricia Belt for ROW needed on CR 104.

- 21.** Discuss and consider adoption of Williamson County Long Range Transportation Plan.
- 22.** Discuss Right Of Way Acquisition Project FM 112, Brushy Creek Relief, agreement between Williamson County and TXDOT
- 23.** Consider and take appropriate action on Participation Agreement for the Williamson County Road Bond Program for mitigation on Wyoming Springs expansion project; this project is in conjunction with the City of Round Rock.
- 24.** Discuss and take appropriate action regarding Interlocal Agreement between the County and City of Liberty Hill on small community park assistance.
- 25.** Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.
- 26.** Discuss and consider approving the Pooled Vehicle Policy
- 27.** Discuss and take appropriate action regarding appointment of members to the Capital Metro Board.
- 28.** Discuss and take appropriate action regarding the establishing a local data advisory board in accordance with HB2730, Article 21, Section 21.001, Chapter 60.
- 29.** Consider awarding bids received for Bid # 09WC723, CR 214 Phase 2A, Rolling Hills Rd to San Gabriel Ranch Rd, to the lowest and best bidder meeting specifications- FT Woods Construction Services, Inc.
- 30.** Consider awarding proposals received for Civil Engineering Services for the Williamson County Tax Office (Proposal #09WCRFQ909) to the proposal best meeting specification- Steger Bizzell, with a not to exceed amount of \$6000.00.
- 31.** Consider authorizing advertising and setting date of November 4, 2009 at 2:00pm in the Purchasing Department to receive proposals for Williamson County Landfill Monitoring Services.
- 32.** Consider awarding bids received for Road Base Materials to the low bids meeting specifications.
Killeen Crushed Stone
Superior Stone
RTI Hot Mix
JAG Trucking
Central Crushers
Capital Aggregates (Georgetown)
Texas Crushed Stone
Butler Materials
Captial Aggregates (Manor)
Texas Aggregates (Bastrop)

33. Discuss and take appropriate action on cancelling court and deadline changes for the following dates: November 24th, December 22nd, and December 29th 2009.
34. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Emergency Services Department:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0583.000999	Transfer from Grants	\$25,000.00	01

35. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2009 donation dollars for the Parks Department:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003670	Use of Donations	\$1,341.45	01

36. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Emergency Services Department:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0541.005700	New Vehicles	\$15,068.50	01

EXECUTIVE SESSION - Any item which appears under Consent or Regular above may be taken up by the court in Executive Session under an allowable exception.

37. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.)

1. Proposed or potential purchase or lease of property by the County:

a) Discuss proposed acquisition of property for right-of-way for US 183 project from 1000 feet south of the San Gabriel River to 1000 feet north of SH 29.

b) Discuss proposed acquisition of property for right-of-way for SH 195 project from the Williamson County/Bell County line to SH 138.

c) Discuss proposed acquisition of property for right-of-way for SH 195 project from IH 35 to proposed Reagan Blvd. intersection.

d) Discuss proposed acquisition of property for right-of-way for O'Connor project .

e) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase 2 project from FM 3405 to Reagan Blvd.

f) Discuss proposed acquisition of property for right-of-way for CR 104 project from SH 29 to Sh 130.

g) Discuss proposed acquisition of property for right-of-way for CR313 project.

38. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

1. Pending or potential litigation or claims or other confidential attorney-client matters:

a) Green Haven Plat issues

b) Voss v. Williamson County

39. Discuss and take appropriate action on real estate.

40. Discuss and take appropriate action on pending or contemplated litigation.

41. 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: 10/13/2009
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 Sheriff's Office

Background

On September 22nd, 2009 the court approved a line item transfer for the SO in the amount of \$14,500 to cover the cost to purchase extended warranties on the in car video cameras. It was determined at that time several cameras were failing and incurring costly repairs that far exceeded the cost of an additional warranty. Because the warranty period covers FY 10 (which is also when the benefit is received) but was purchased in FY 09, the Auditor's office has requested the funds come out of FY 10 budgets to comply with GAP. Obviously, these monies were not budgeted in the SO budget and this did not come to light until the new fiscal year. Monies transferred on 9/22/09 went back into cash reserves. This transfer will cover the purchase of the extended warranties for FY 10.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-005000	Non Dept/Capital	\$14,500	
To	0100-0560-004500	SO/Maint Contracts	\$14,500	

Attachments

No file(s) attached.

Form Routing/Status

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

Williamson County Investment Committee Meeting August 2009 Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Consider approving the investment report for August 2009 which was approved by the investment committee on September 30, 2009.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Williamson County Investment Committee Meeting August 2009](#)

Form Routing/Status

Form Started By: Celia Villarreal Started On: 10/05/2009 01:10 PM
Final Approval Date: 10/06/2009

**WILLIAMSON COUNTY INVESTMENT COMMITTEE
MEETING AGENDA**

**September 30, 2009
2:00 p.m.**

1. Accept/approve agenda
2. Approve minutes of August 31, 2009
3. Review/approve Investment Reports for August 2009
4. Review Economic Outlook
5. Misc.
6. Adjourn

WILLIAMSON COUNTY INVESTMENT COMMITTEE

MINUTES

August 31, 2009

The Williamson County Investment Committee met on Monday, August 31 at 3:00 p.m. in Judge Gattis' conference room. Committee members present were; Dan A. Gattis, County Judge, Valerie Covey, County Commissioner, Precinct 3, David U. Flores, County Auditor, and Vivian L. Wood, County Treasurer

Mr. Gattis called the meeting to order at 3:15 p.m. Minutes from July 23, 2009 were reviewed. Ms. Covey noted that she was in attendance early at the July 23rd meeting. A motion was made by Ms. Covey, second by Ms. Wood to accept the minutes with the noted exception of Ms. Covey's attendance and to accept the agenda as presented. Motion carried.

A general discussion of anticipated year end revenue was held. Mr. Flores noted that the County will have a healthy cash ending balance for 2009. Ms. Wood reviewed the Investment Reports for the month ending July 31, 2009. She noted the continuing decline in interest rates in all areas. The anticipation is that the present situation will continue at least until the first or second quarter of 2010. Daily liquidity pools continue to rate above agencies and the program for certificates of deposits rates are still a good buy. The unemployment numbers continue to rise and bank failures are happening and there is anticipation that others will have to be taken over or closed. The daily information affects all investments on a continuing basis.

Mr. Flores explained the present arbitrage issues with all bond programs. Mr. Flores and Ms. Wood will put together information on all bond related investments. A discussion of County bond related projects was held. Mr. Flores made a motion to accept the investment reports as presented, second by Ms. Covey. Motion carried.

Ms. Wood reported that the County's Investment Policy is going through an annual review and will be presented to Commissioner's Court for approval in November.

Education opportunities were discussed; GTOT is being held in San Antonio, December 7-9, the TexPo meeting will be in San Antonio in 2010 with information available later in the fall, and the Texas Association of Counties PFIA training will be in Houston in November.

There being no other business, the meeting adjourned at 4:25 p.m.

AUGUST 2009 COUNTY INVESTMENT
FY 2009
INTEREST RATE: TEXPOOL PRIME .435% -- TEXPOOL .338% -- TEXSTAR .309%

ACCOUNT NAME	TEXPOOL			TEXPOOL PRIME			TEXSTAR		LONGTERM INVESTMENT			TOTAL INTEREST ONLY	GRAND TOTAL
	BALANCE 7/31/09	TOTAL INTEREST	BALANCE 8/31/09	BALANCE 7/31/09	TOTAL INTEREST	BALANCE 8/31/09	BALANCE 7/31/09	TOTAL INTEREST	TOTAL BALANCE IN ACCOUNT 8/31/09	INTEREST EARNED AT MATURITY	EARLIEST MATURITY DATE		
GENERAL FUND													
ADSF FUND	173,369.70	51.38	173,051.08									51.38	173,051.08
CHILD SAFETY	303,555.09	105.85	433,771.93									105.85	433,771.93
COUNTY SEC	77,351.45	22.21	77,373.66									22.21	77,373.66
CO RECORD ARC	604,871.51	173.67	605,045.18						1,000,000.00		5/7/10	173.67	1,605,045.18
COUNTY HMP	844,369.30	174.42	844,610.72									174.42	844,610.72
CT RPTD SVC	683,343.84	196.17	683,540.01									196.17	683,540.01
GENERAL FUND	34,563.75	3.92	34,665.05						19,938,749.58		9/15/09	11,662.03	47,345,339.64
JUSTICE CRT TECH	483,926.21	141.81	484,068.02									141.81	484,068.02
LIBRARY FUND	602,538.86	172.99	602,711.85									172.99	602,711.85
KARST	700,356.22	201.05	700,557.27									201.05	700,557.27
RMP	1,033,952.35	296.73	1,033,669.08									296.73	1,033,669.08
TOBACCO FUNDS	28,353.79	8.15	28,361.94						3,265,016.72		9/15/09	339.86	4,190,485.51
TOTAL	5,591,991.07	1,622.35	5,717,613.42	35,757,330.51	12,013.82	28,289,344.33	0.00	0.00	24,203,756.30	-		13,636.17	58,190,714.05
ROAD AND BRIDGE	24,351.15	6.97	24,368.12	11,294,771.97	3,866.11	10,288,666.08			5,312,913.20		9/15/09	3,903.08	15,575,949.40
CO'S & BOND													
2007 PARK BONDS				2,431,220.42	888.57	2,392,661.19						888.57	2,382,661.19
2007 ROAD BONDS				5,852,448.17	1,696.59	3,391,842.11			13,054,475.00		5/19/10	1,696.59	18,446,117.11
CITIGROUP													
GLOBAL MARKETS									100,925,000.00		2/15/10		100,925,000.00
FLEX REBURY CASE									8,879,391.67		11/2/09	6,736.51	27,098,895.11
C O SERIES 2006				18,212,766.93	6,736.51	18,219,503.44							
CO 2000				29,685,303.74	11,004.85	23,540,468.19	257,843.19	67.64	257,910.83			11,103.40	29,801,428.44
GF BOND 01	3,048.51	0.91	3,049.42										
GF BOND 02													
LT NOTES 02B				0.00									
PARKS LIMITED TAX							4,333,749.91	1,136.85				1,136.85	4,334,886.76
PASS THROUGH													
TOLL LT BOND 2009				60,517,481.43	22,141.70	59,131,529.46						22,141.70	59,131,529.46
TOTAL	3,048.51	0.91	3,049.42	116,690,120.69	42,498.22	112,665,804.39	4,591,593.10	1,204.49	4,592,797.59	122,853,866.67		43,703.62	240,120,518.07
2008 TAN	97,299.94	27.91	97,327.85	3,831,662.72	1,417.26	3,833,079.98			4,859,166.67		9/18/09	1,445.17	8,789,574.50
COUNTY BENEFITS	13,101.03	3.75	13,104.78	1,233,550.97	493.58	1,196,570.97						497.33	1,199,678.75
DEBT SERVICE	482,990.75	138.68	483,119.43	39,381,468.93	11,537.47	23,777,658.33						11,676.15	24,260,777.76
DEBT SVS CDARS												32,521.97	-
SE ROAD DIST	17,768.56	5.11	17,773.67									5.11	17,773.67
SW ROAD DIST	875,994.95	251.50	876,246.45									251.50	876,246.45
WC SH45 FUND									1,500,062.50		11/18/10	-	1,500,062.50
TOTALS	7,106,545.96	2,057.18	7,232,603.14	205,119,505.79	71,856.46	175,971,126.08	4,591,593.10	1,204.49	4,592,797.59	188,734,765.34	32,521.97	107,640.10	350,531,292.15

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; AUGUST 2009 INTEREST RATE 0.45%

Vivian L. Wood 9-10-09 DATE
Vivian L. Wood

Williamson County Treasurer

AUGUST 2009 NON-COUNTY INVESTMENT

FY 2009

INTEREST RATE: TEXPOOL PRIME 0.435% -- TEXPOOL 0.338% -- TEXSTAR .309%

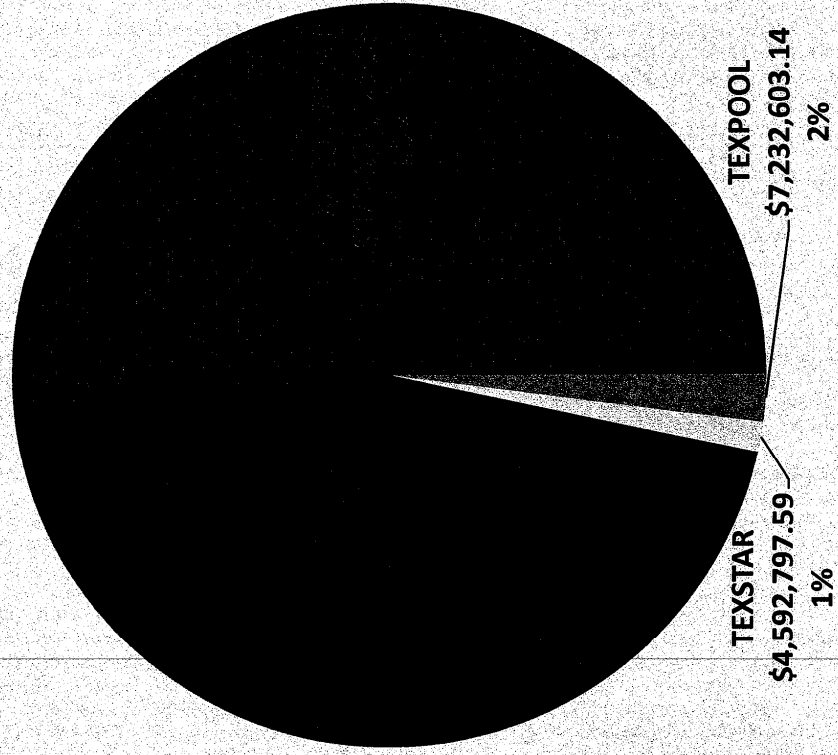
ACCOUNT NAME	TEXPOOL		TEXPOOL PRIME		TEXSTAR		LONGTERM INVESTMENT		TOTAL INTEREST ONLY	GRAND TOTAL (including interest)
	BALANCE 7/31/09	TOTAL INTEREST	BALANCE 7/31/09	TOTAL INTEREST	BALANCE 7/31/09	TOTAL INTEREST	TOTAL BALANCE IN ACCOUNT AS OF 8/31/09	INTEREST EARNED AT MATURITY		
CITIES HEALTH DIST	76,130.75	21.84	76,152.59	1,514,015.28	560.02	1,514,575.30		581.86	1,590,727.89	
COUNTY CLERK	1,454,446.57	431.10	1,777,460.09					431.10	1,777,460.09	
DA DRUG FUND	122,170.57	35.08	122,205.65					35.08	122,205.65	
MEDICAID	150,050.93	86.86	403,174.95					86.86	403,174.95	
SHERIFF COMMISSARY	502,541.31	144.25	502,685.56					144.25	502,685.56	
TOTALS	5,071,317.60	1,480.39	5,441,221.65	1,514,306.21	560.07	1,514,866.28		2,040.46	6,955,087.93	

INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK; AUGUST 2009 INTEREST RATE 0.45%

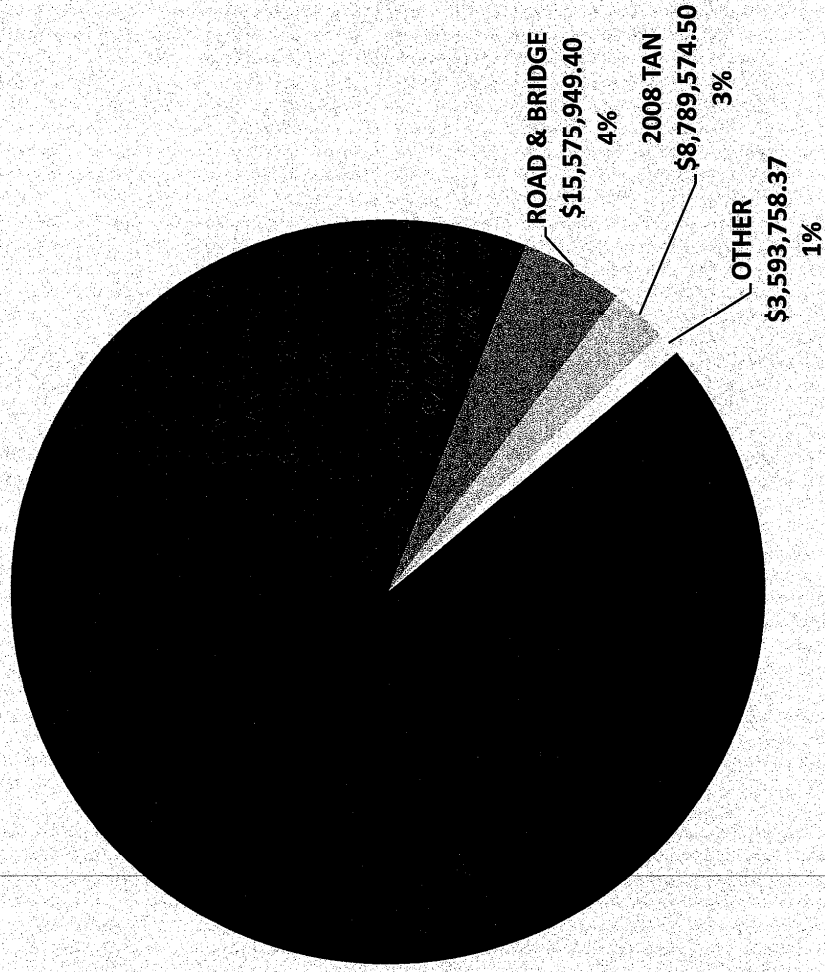
Vivian L. Wood
Vivian L. Wood
Williamson County Treasurer

9-10-09
DATE

**FY 2009 COUNTY INVESTMENTS BY INVESTMENT TYPE
AS OF AUGUST 31, 2009**

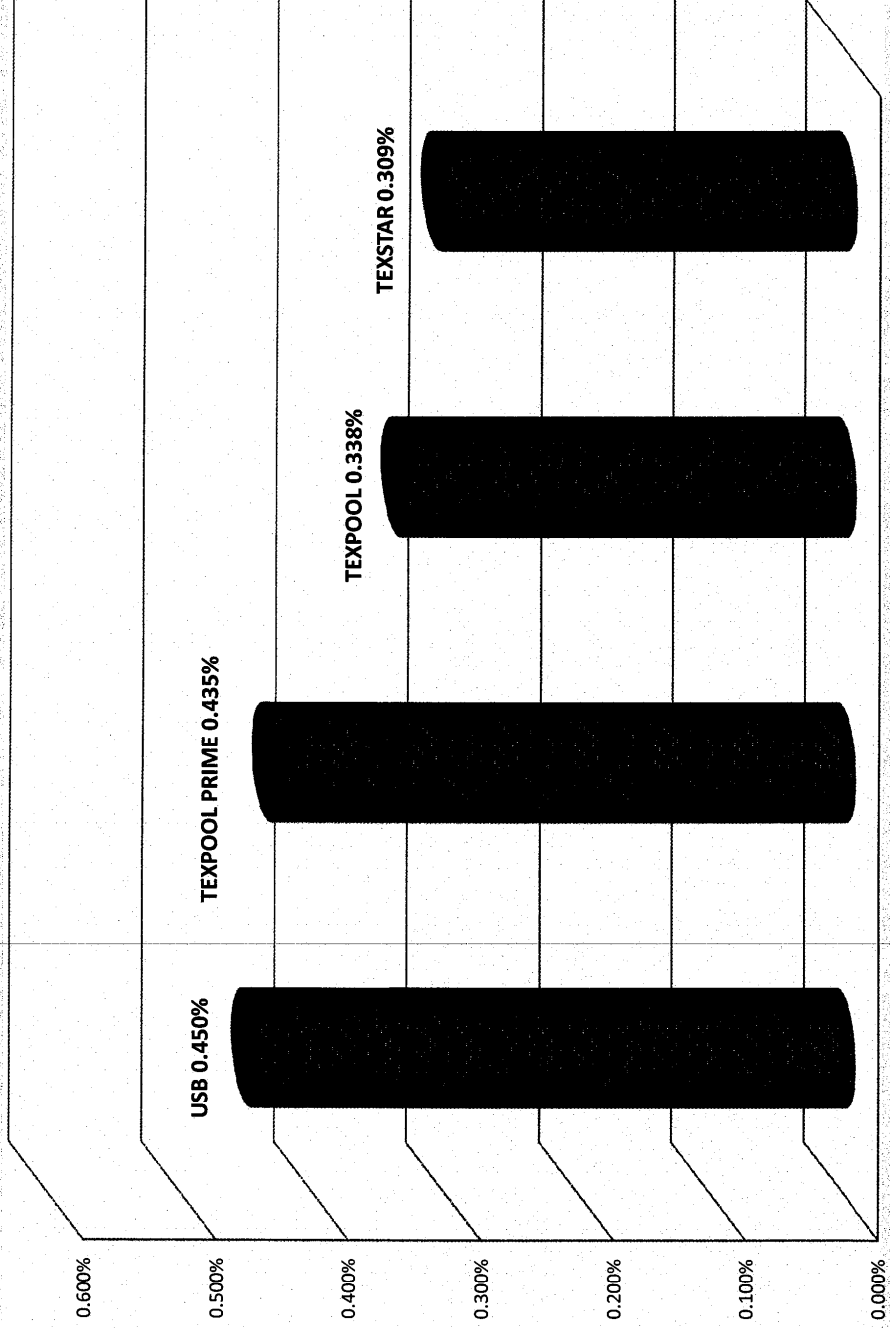


**FY 2009 COUNTY INVESTMENTS BY MAJOR FUND TOTAL
AS OF AUGUST 31, 2009**

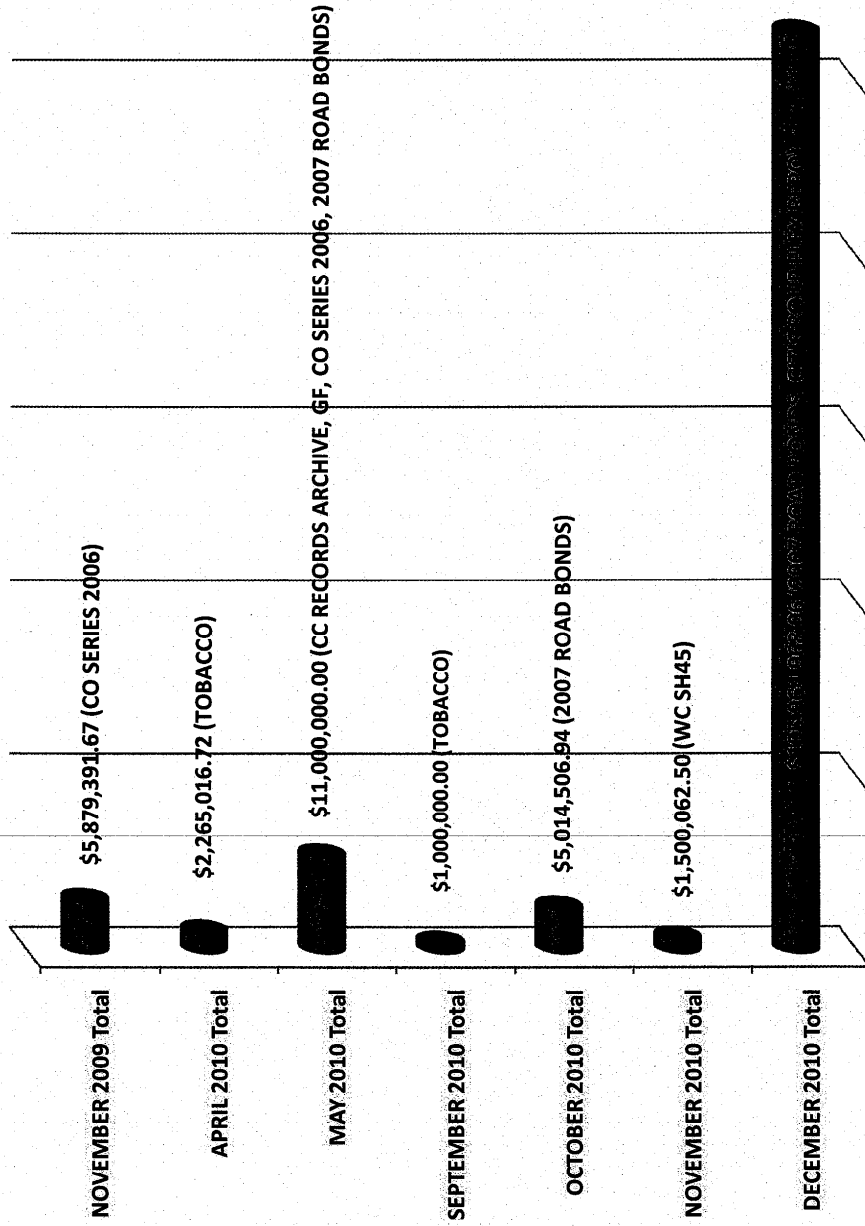


County Benefits, WC SH45 Fund, SE Road District and SW Road District represent less than 1% of the grand total and are grouped in the "OTHER" category.

**INTEREST RATES FOR UNION STATE BANK, TEXPOOL PRIME, TEXPOOL, TEXSTAR
AUGUST 2009**



**LONGTERM INVESTMENTS BY MONTH & YEAR OF MATURITY
AS OF SEPTEMBER 24, 2009**



**ALL LONGTERM INVESTMENT TOTALS BY MONTH & YEAR OF MATURITY
AS OF SEPTEMBER 24, 2009**

ACCOUNT	AMOUNT	MATURITY DATE	TOTAL
CO SERIES 2006	5,879,391.67	11/2/2009	
NOVEMBER 2009 Total			5,879,391.67
TOBACCO	2,265,016.72	4/30/2010	
APRIL 2010 Total			2,265,016.72
CC RECORDS ARCHIVE: CDARS	1,000,000.00	5/7/2010	
GENERAL FUND: CDARS	4,000,000.00	5/13/2010	
CO SERIES 2006: CDARS	3,000,000.00	5/13/2010	
2007 ROAD BONDS: CDARS	3,000,000.00	5/13/2010	
MAY 2010 Total			11,000,000.00
TOBACCO	1,000,000.00	9/15/2010	
SEPTEMBER 2010 Total			1,000,000.00
2007 ROAD BONDS	5,014,506.94	10/14/2010	
OCTOBER 2010 Total			5,014,506.94
WC SH45	1,500,062.50	11/18/2010	
NOVEMBER 2010 Total			1,500,062.50
CITIGROUP GLOBAL MARKETS	100,925,000.00	12/15/2010	
2007 ROAD BONDS	5,039,968.06	12/15/2010	
DECEMBER 2010 Total			105,964,968.06
TOTAL			132,623,945.89

County Investment Officer Training Certification Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Acknowledge and enter into the official minutes of the Commissioners' Court that Valerie Covey, County Commissioner, Pct. 3, as a member of the Williamson County Investment Committee, has achieved the requisite ten hours of Public Funds Investment Act training per the requirements of the Williamson County Investment Policy. The certificate was filed in the Treasurer's office.

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: Celia Villarreal Started On: 10/05/2009 01:32 PM
 Final Approval Date: 10/06/2009

Consent Agenda

Commissioners Court - Regular Session

Date: 10/13/2009
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 County departments and/or auction/donation/trade-in and destruction.

(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	10/07/2009 02:26 PM	APRV
2	County Judge Exec Asst.	Wendy Coco	10/07/2009 02:44 PM	APRV

Form Started By: Ursula Stone
 Started On: 10/07/2009 10:36 AM
 Final Approval Date: 10/07/2009

Williamson County

Asset Status Change Form

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

- ☐ TRANSFER between county departments
 ☐ TRADE-IN for new assets 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)
1	HP DesignJet Mod# C3195A	ESA5801711	100098	Non-Working

Parties involved:

FROM (Transferor Department): Facilities Maintenance

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

James Whetston

James Whetston

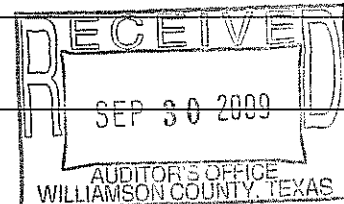
Print Name

Print Name

Signature

Date Phone Number

943-1599



TO (Transferee Department/Auction/Trade-in/Donor): Warehouse

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

Tony Hill

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 _____

hv

Williamson County

Asset Status Change 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)
1	HP Designjet 800 Printer	SG1639C205S/1351	42540	Working

Parties involved:

FROM (Transferor Department): URS

Transferor - Elected Official/Department Head/
Authorized Staff:

Contact Person:

Greg Bergeron
Print Name

Lisa Pohlmeier
Print Name

Greg Bergeron
Signature

943-3364
Date Phone Number

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

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

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)
1	Canon LaserClass 7000 Fax		0938A	Non-working
1	Tandy DotMatrix Printer	0267104	A104098	?
1	Computer Accessory	N/A	N/A	Working
1	Office Equipment - 3 hole punch	N/A	N/A	Working
3	Power Supply	N/A	N/A	?

Parties involved:

FROM (Transferor Department):

PRECINCT TWO Commissioner

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

KATHY GRIMES

Print Name

KTM FOX

Signature

Kathy Grimes

Date Phone Number

260-4280

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.)

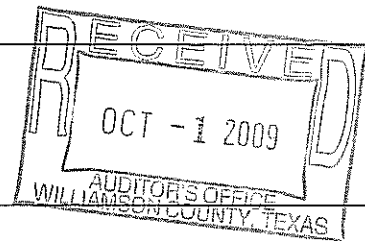
Contact Person:

Print Name

Print Name

Signature

Date Phone Number



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Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

The following asset(s) is(are) 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)
1	Dell Monitor	CN-0Y4299-91618-535-8551	N/A	NO

Parties involved:

FROM (Transferor Department):

PRECINCT TWO Commissioner

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

KATHY GRIMES

Print Name

KIM FOX

Signature

Kathy Grimes

Date

Phone Number

260-4280

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:

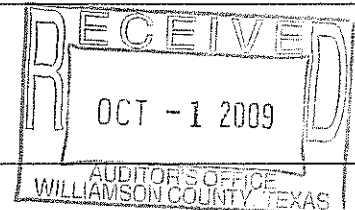
Print Name

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Date

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Williamson County

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☐ 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)
1	Brown Desk			

Parties involved:

TO
~~TO~~ (Transferor Department): Sheriff's office

Transferor - Elected Official/Department Head/

Authorized Staff:

Mike Cowie

Print Name

[Signature]

Signature

Contact Person:

Mike Cowie

Print Name

943-5261 / 635-6289

Date Phone Number

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

Transferee - Elected Official/Department Head/

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

Tony Hill

Print Name

[Signature]

Signature

Contact Person:

Tony Hill

Print Name

[Signature]

Date Phone Number

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Williamson County

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[Print Form](#)
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 ☐ 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)
1	box full of computer cables, tv cables (outdated, too short)	n/a	n/a	Working
6	computer monitor stands (broken, outdated, used, not needed)	n/a	n/a	Non-Working
3	multi disk storage plastic boxes (not needed)	n/a	n/a	Working
1	3 hole puncher (stuck, broken)	n/a	n/a	Non-Working
1	scotch tape dispenser (broken)	n/a	n/a	Non-Working

Parties involved:
FROM (Transferor Department): 560 - LAW ENFORCEMENT INVENTORY


Transferor - Elected Official/Department Head/
Authorized Staff:
Contact Person:

L.C. Marshall

Patricia Amison 9.30.09

Print Name

Print Name



September 30, 2009 +1 (512) 943-1349

Signature

Date Phone Number

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

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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Williamson County

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 ☐ 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)
1	DeskJet 340 Printer			Working
1	APC Back-UPS RS 900	QB0611140563		Non-Working
1	Panasonic DVD recorder	VN61K001314R		Non-Working
1	Epson Stylus C86	FXUY142302	00027819	Non-Working
1	Dell Computer Monitor	MY08G157476031C6BACY		Working

Parties involved:

FROM (Transferor Department): Sheriff's Office - C.I.D.

560 County SHERIFF

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

Capt. Richard Blake

MARSHALL

Patricia Amison

Print Name

Print Name

Signature

September 30, 2009

Date

512-943-1349

Phone Number

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

Auction

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

Print Name

Print Name

Signature

Date

Phone Number

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Williamson County

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 ☐ 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)
1	T.I. 5660 Adding Machine	0002515		Working

Parties involved:

FROM (Transferor Department): Sheriff's Office - C.I.D.

(560) County Sheriff

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

Capt. Richard Blake

MARSHALL

Patricia Amison

Print Name

Print Name

Signature

September 30, 2009

Date

512-943-1349

Phone Number

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

Transferee - Elected Official/Department Head/**Authorized Staff OR Donor - Representative:** (If being

approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

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Williamson County

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 ☐ 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)
13	Dell computer towers (replaced / outdated)	2nd page lists serial numbers	see 2nd page	Working
33	Computer power cords	n/a	n/a	Working
17	Computer mice (replaced)	n/a	n/a	Working
20	Computer monitors (replaced / outdated)	3rd page lists serial numbers	see 3rd page	Working
25	Computer keyboards (replaced)	4th page lists serial numbers	see 4th page	Working

Parties involved:
FROM (Transferor Department): 560 - LAW ENFORCEMENT INVENTORY

Transferor - Elected Official/Department Head/
Authorized Staff:
Contact Person:

L.C. Marshall

Patricia Amison 9.30.09 1st page of 4

Print Name

Print Name

Signature

September 30, 2009 +1 (512) 943-1349

Date Phone Number

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

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

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Print Name

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Date Phone Number

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

**REPLACED COMPUTER TOWERS
READY FOR AUCTION**

9.28.09	Service Tags Serial Number	Model #	County Tag #
1	699B821	DHM	unreadable
2	7DRL461	DMC	C00475
3	5FFNT31	DMC	C00372
4	7KNX811	DHM	C00585
5	8627C21	DHM	C00486
6	24RHN31	DMC	C00459
7	GFFNT31	DMC	C00371
8	5GFNT31	DMC	C00473
9	9GFNT31	DMC	C00470
10	CGFNT31	DMC	unreadable
11	2G9CK81	DHM	C00928
12	CFFNT31	DMC	C00481
13	DG9CK81	DHM	C00929

**OUTDATED/REPLACED COMPUTER MONITORS
READY FOR AUCTION**

9.28.09	Serial #	Model #	Color
	33M023800628	VCDTS23956-1M	PUTTY
	KR0688EN47602052B43V	M781s	BLACK
	MY08G157476032ANBX44	M782	BLACK
	MY0X3782476034ATBZZX	M783s	BLACK
	MX08G157476053BRBN32	M782	Black
	MH17HCRL600279R	710MP S	Black
	8022617	D1025TM	Putty
	MY04D02547603243D4TW	P793	Black
	MX058VYR4760518PAW0G	M781s	Black
	MY0X3782476034ATB00F	M783s	Black
	MY08G1574760336DBAZ8	M782	Black
	MY0X37824760349TB3KB	M783s	BLACK
	MX08G157476053B5B4AB	M782	BLACK
	MX08G157476053B5BJNY	M782	BLACK
	MX08G157476053ASBGW5	M782	BLACK
	MX08G157476053ASBGZP	M782	BLACK
	MX08G157476053AFB8N2	M782	BLACK
	CN04P1214780435DL38C	E772P	BLACK
	MY0X3782476034ATBZZS	M783s	BLACK
	MY08G157476031C8BACY	M782	BLACK

**OUTDATED/REPLACED KEYBOARDS
READY FOR AUCTION**

9.28.09	Serial Number	Model #	Color
DELL	3862A246	SK-1000REW	Putty
DELL	TH02R4003717139C2479	RT7D30	Black
DELL	CN0W76583717257805TP	RT7D50	Black
DELL	TH05695W3717123C3813	RT7D10	Black
HP	B93AB0ALUSZF3H	KB-0316	Black
DELL	TH02R4003717137N0280	RT7D39	Black
DELL	TH02R400371712AJ1924	RT7D30	Black
DELL	TH02R4003717141F0655	RT7D30	Black
DELL	TH05695W371712A71618	RT7D30	Black
DELL	CN07N2423884026F4601	SK-8110	Black
DELL	CN04N4543717248A072B	RT7D20	Black
DELL	TH02R4003717139C2191	RT7D30	Black
DELL	CN06W610716164C10V66	SK-8125	Black
DELL	TH05695W371712A82044	RT7D10	Black
DELL	CN0RH6597357187D01NE	L100	BLACK
DELL	CN07N2423884236N2P52	SK-8110	Black
DELL	CN0N6250716165A523PO	SK-8135	Black
DELL	TH05695W371712A81557	RT7D10	Black
DELL	CN035KKW388440B7C483	SK-8000	Putty
DELL	TH02R4003717139C2261	RT7D30	BLACK
DELL	CN07N2427161649O1857	SK-8110	BLACK
DELL	TH05695W3717129I1032	RT7D10	Black
DELL	TN02R4003717139C2192	RT7D30	Black
Microsoft	7691400905442	1047	Black
Windows	2194633	238848	Putty

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)
1	HP Deskjet 340	n/a	n/a	Non-Working
1	subwoofer HK395	CN07E8406980036J1911	n/a	Non-Working
1	printer EPSON Stylus C86	FXUY142302	00027819	Non-Working
1	Texas Instrument adding machine TI-5660 Superview	0002515	n/a	Non-Working
1	Sharp adding machine EL-2197GII	6D061701	n/a	Non-Working

Parties involved:
FROM (Transferor Department): 560 - LAW ENFORCEMENT INVENTORY

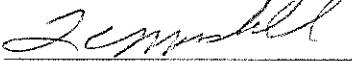
Transferor - Elected Official/Department Head/
Authorized Staff:
Contact Person:

L.C. Marshall

Patricia Amison 9.30.09

Print Name

Print Name



September 30, 2009 +1 (512) 943-1349

Signature

Date Phone Number

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

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

Contact Person:

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Williamson County

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☒ 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)
1	Boston Hug Mfg. Co. B400	4821	n/a	Non-Working
3	pair computer speakers	n/a	n/a	Non-Working
1	Maglite flashlight w charger	3929676	n/a	Non-Working
1	papershredder WM6	AKG068001366	n/a	Non-Working
1	electric pencil sharpener 17	n/a	n/a	Non-Working

Parties involved:

FROM (Transferor Department): 560 - LAW ENFORCEMENT INVENTORY

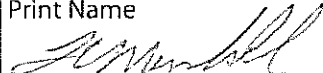
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L.C. Marshall

Patricia Amison 9.30.09

Print Name

Print Name



September 30, 2009 +1 (512) 943-1349

Signature

Date Phone Number

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☒ 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)
1	Canon adding machine P121-DH	A227466	n/a	Non-Working
1	Panasonic FAX KX-FP101	9LBFC494701	n/a	Non-Working

Parties involved:

FROM (Transferor Department): 560 - LAW ENFORCEMENT INVENTORY

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

L.C. Marshall

Patricia Amison 9.30.09

Print Name

Print Name

Signature

September 30, 2009

Date

+1 (512) 943-1349

Phone Number

TO (Transferee Department/Auction/Trade-in/Donor): AUCTION

Transferee - Elected Official/Department Head/

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

Contact Person:

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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 _____

Consider accepting a donation of \$826.26 for Brushy Creek Regional Trail brochures from REI Round Rock.

Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Consent

Information

Agenda Item

Consider accepting a donation of \$826.26 for Brushy Creek Regional Trail brochures from REI Round Rock.

Background

REI, Round Rock has donated \$826.26 for printing of the Brushy Creek Regional Trail brochures. The brochures will state "Printed Courtesy of REI" and have their logo on the brochure. With the opening of their new store in Round Rock REI, Round Rock is looking for good partner ships in the community. Along with helping on the brochures they may also work a volunteer day with the County on trail repairs on a difficult portion of the trail.

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: Jim Started On: 10/06/2009 03:27
 Rodgers PM
 Final Approval Date: 10/08/2009

Community Room Rental

Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Consent

Information

Agenda Item

Consider removing the small conference room located at 3151 SE Inner Loop in Georgetown from the list of rooms available to the public for rent.

Background

On April 7, 2009 the Commissioner's Court voted to approve rules and regulations for specific community and meeting rooms located in county facilities. On June 9th they voted to implement the procedures and policies. At the time the list was compiled the small conference room at the URS building, located at 3151 SE Inner Loop was not being used on a regular basis. With the hiring of Bob Daigh, who now offices in the URS building, the room is being used frequently. Also, if the public was to rent the room, there are no bathroom facilities, unless they go into the large training room, which is preferred. Otherwise they will need a key to go into the office area of the URS employees, due to security reasons they would prefer to not have this area accessible to the public. Currently the following rooms are available to the public for rent: (Central Maintenance Facility / URS building - large training room & small conference room) (Regional Animal Shelter - community room) (Hutto / Rifle Range - community room) (Round Rock Annex, 211 Commerce Cove - conference room) (Future RR Annex - Community Room) Today we are asking that the court consider removal of the small conference room at the URS building from the list of approved rooms for rent to the public.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Clark Started On: 10/02/2009 01:39 PM
 Final Approval Date: 10/06/2009

Preliminary Plat Approval/Brogdon Subdivision Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider preliminary plat approval of Brogdon Subdivision, Pct. 4.

Background

Fiscal Impact

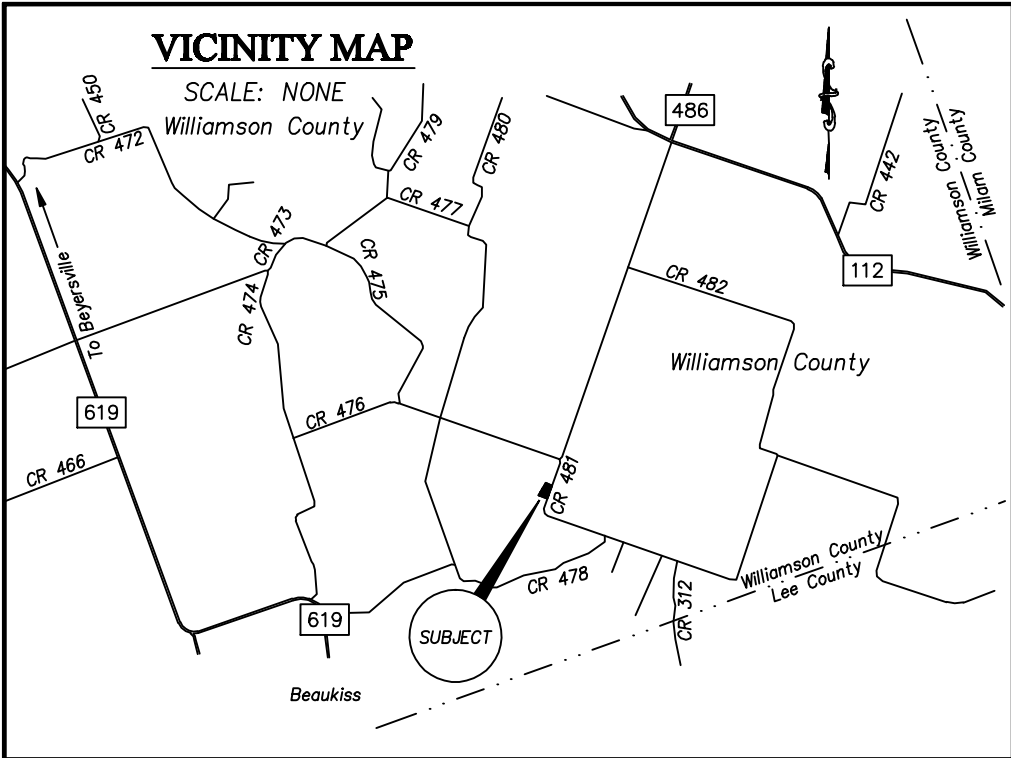
From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

Attachments

Link: [Projects/Brogdon Subdivision](#)

Form Routing/Status

Form Started By: Nickey Lawrence
Started On: 10/08/2009 09:40 AM
Final Approval Date: 10/08/2009



DEDICATION

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THAT LAWRENCE O. BROGDON OWNER OF TWO TRACTS TRACT 1 BEING 3.21 ACRES AND TRACT 2 BEING 2.57 ACRES AS RECORDED IN A CASH WARRANTY DEED DATED 9-20-2007 AS RECORDED IN DOCUMENT NO. 2007081156 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY RE-SUBDIVIDE SAID TRACT 1 AND TRACT 2 AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

LAWRENCE O. BROGDON
2678 CR 481
THRALL, TEXAS 76578
PHONE: (512) 856-1215

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2009,
BY _____

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME
MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

THE PLAT SHOWN HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY AN ON-THE-GROUND SURVEY. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY. THE ATTACHED METES AND BOUNDS DESCRIPTION RESULTS IN A SATISFACTORY MATHEMATICAL CLOSURE.

BRUCE LANE BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249
STATE OF TEXAS

NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS AS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 481079 750 E, EFFECTIVE DATE 9-26-08, FOR WILLIAMSON COUNTY, TEXAS.

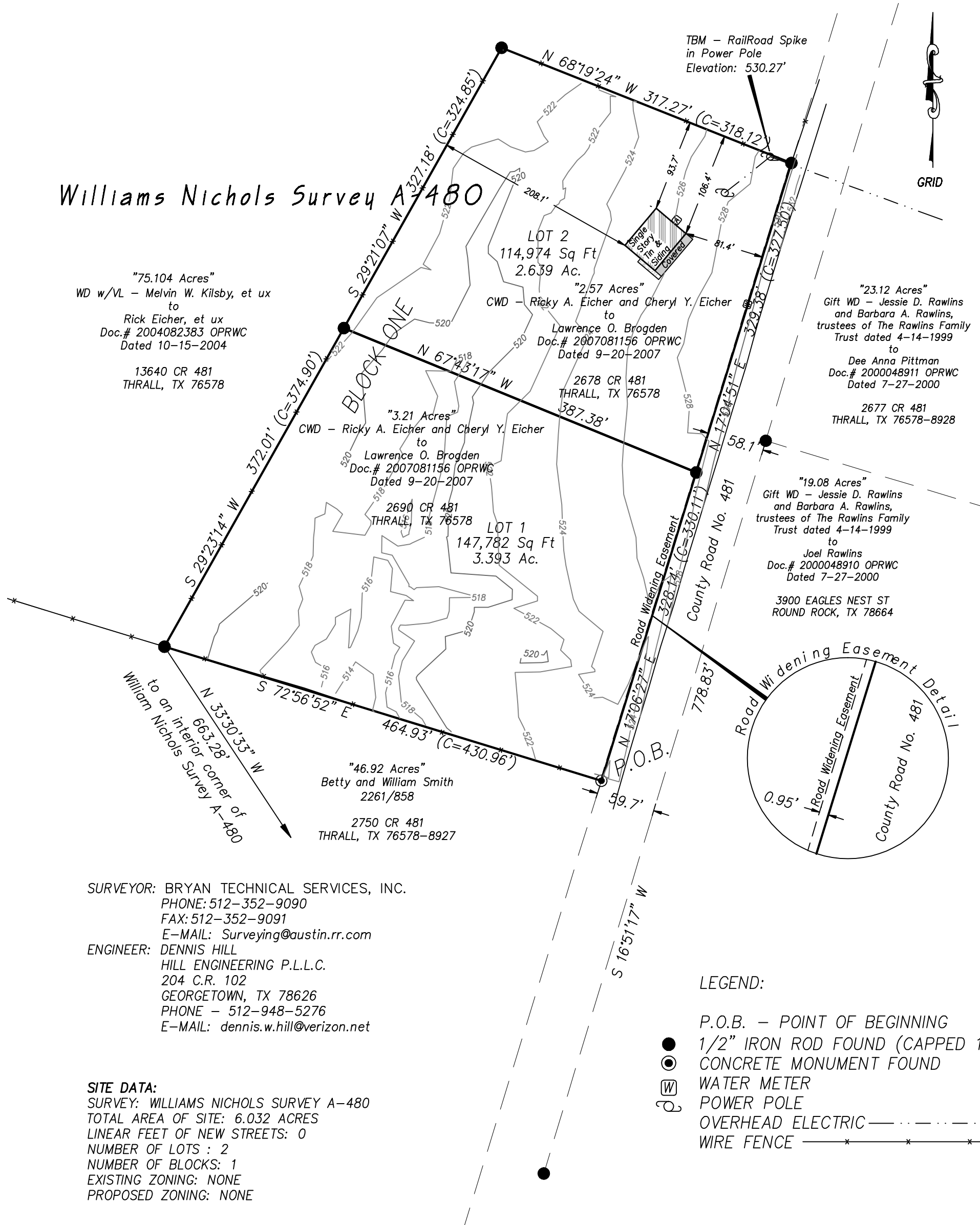
THAT I, DENNIS W. HILL, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES ADOPTED BY THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS.

LICENSED PROFESSIONAL ENGINEER NO. 84679
STATE OF TEXAS

PRELIMINARY PLAT BROGDON SUBDIVISION

Williams Nichols Survey A-480

"75.104 Acres"
WD w/VL - Melvin W. Kilsby, et ux
to
Rick Eicher, et ux
Doc.# 2004082383 OPRWC
Dated 10-15-2004
13640 CR 481
THRALL, TX 76578



SURVEYOR: BRYAN TECHNICAL SERVICES, INC.
PHONE: 512-352-9090
FAX: 512-352-9091
E-MAIL: Surveying@austin.rr.com
ENGINEER: DENNIS HILL
HILL ENGINEERING P.L.L.C.
204 C.R. 102
GEORGETOWN, TX 78626
PHONE - 512-948-5276
E-MAIL: dennis.w.hill@verizon.net

SITE DATA:
SURVEY: WILLIAMS NICHOLS SURVEY A-480
TOTAL AREA OF SITE: 6.032 ACRES
LINEAR FEET OF NEW STREETS: 0
NUMBER OF LOTS : 2
NUMBER OF BLOCKS: 1
EXISTING ZONING: NONE
PROPOSED ZONING: NONE

NOTE: BEARINGS/COORDINATES SHOWN HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE NAD 83/93 ADJUSTMENT (GRID VALUES); ELEVATIONS BASED ON NGVD 88 DATUM.

UTILITY PROVIDERS:
VERIZON -(PHONE)
BLUEBONNET -(ELECTRIC)

PERIMETER DESCRIPTION

6.032 ACRES

These notes describe that certain tract of land situated in located in the WILLIAM NICHOLS SURVEY A-480, located in Williamson County, Texas; subject tract being all of a called "Tract One" and "Tract Two" as conveyed in a Cash Warranty Deed from Ricky A. Eicher and Cheryl Y. Eicher to Lawrence O. Brogden, dated 9-20-2007 and recorded in Document No. 2007081156, Official Public Records of Williamson County, Texas (OPRWC), being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on August 26, 2009, and being more fully described as follows:

BEGINNING at a Concrete Monument found in the West right-of-way of County Road No. 481 for the Northeast corner of a called "46.92 Acres" conveyed to Betty and William Smith as recorded in volume 2261, page 858, same being the Southeast corner of subject;

THENCE North 72°56'52" East, with the fenced common line of said "46.29 Acres" and subject for a distance of 464.93 feet (C=430.96') to a found 1/2" iron rod (capped 1433) at a fence corner for the Southwest corner of subject, same being the lower Southeast corner of a called "75.104 Acres" as conveyed in a warranty deed with vendor's lien from Melvin W. Kilsby, et ux to Rick Eicher, et ux, dated 10-15-2004 as recorded in Document No. 2004082383 OPRWC;

THENCE North 29°23'14" East, with the common fenced line of said "75.104 Acres" and subject for a distance of 372.01 feet (C=374.90') to a found 1/2" iron rod (capped 1433) for the Northwest corner of the aforementioned "Tract One" same being the Southwest corner of the aforementioned "Tract Two" for a point in the West line of subject;

THENCE North 29°21'07" East, continuing with the common fenced line of said "75.104 Acres" and subject for a distance of 327.18 feet (C=324.85') to a found 1/2" iron rod (capped 1433) for the Northwest corner of subject, same being the Northwest corner of said "Tract Two" and an interior corner of said "75.104 Acres";

THENCE South 68°19'24" East, with the common fenced line of said "75.104 Acres" and subject for a distance of 317.27 feet (C=318.12') to a found 1/2" iron rod (capped 1433) in the West right-of-way of County Road No. 481 for the Northeast corner of said "Tract Two", same being the Northeast corner of subject;

THENCE South 17°04'51" West, with the West right-of-way line of County Road No. 481 for a distance of 329.38 feet (C=327.50') to a found 1/2" iron rod (capped 1433) for the Southeast corner of said "Tract Two" same being the Northeast corner of said "Tract One" for a point the in East line of subject;

THENCE South 17°06'27" East, continuing with the West right-of-way line of County Road No. 481, for a distance of 328.14 feet (C=330.11') to the POINT OF BEGINNING containing according to the dimensions herein stated an area of 6.032 Acres of Land.

COUNTY JUDGE APPROVAL

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON

I, DAN GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS PLAT OR MAP, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN GATTIS, COUNTY JUDGE WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF _____, 2009 A.D., AT _____ O'CLOCK, _____ M., AND DULY RECORDED THIS THE DAY OF _____, 2009, A.D., AT _____ O'CLOCK, _____ M., IN THE PLAT RECORDS OF SAID COUNTY IN DOCUMENT NUMBER _____

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS BY:

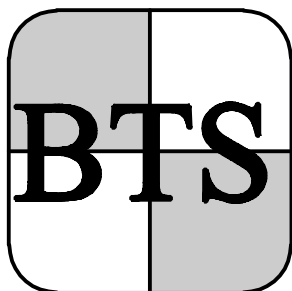
BY: _____ DEPUTY

PRELIMINARY PLAT - BROGDON SUBDIVISION



(IN FEET)
1 inch = 100 ft.

Z:\AUTOCAD\PROJECT DRAWINGS\2009 DRAWINGS\09-171.dwg 9/28/2009 8:52:52 AM CDT



**BRYAN TECHNICAL SERVICES,
INC.**
P. O. BOX 1371
TAYLOR, TEXAS 76574
512-352-9090
512-352-9091 (Fax)
surveying@austin.rr.com

DRAWN BY: AS	CHECKED BY: BLB
SCALE: 1" = 100'	
DATE: AUGUST 26, 2009	
JOB NUMBER	SHEET
09-171	1 OF 1

Judge of the Year Award Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Nancy Heath, Commissioner Pct. #4
Submitted For: Ron Morrison
Department: Commissioner Pct. #4
Agenda Category: Regular Agenda Items

Information

Agenda Item

Recognize the Honorable Judy Schier Hobbs, Justice of the Peace, Williamson County, Precinct 4, for being awarded "Judge of the Year" by the Texas Justice Court Judges Association.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [HobbsAwards2009](#)

Form Routing/Status

Form Started By: Nancy Heath
Started On: 10/05/2009 03:03 PM
Final Approval Date: 10/06/2009

State of Texas
County of Williamson
Know all men by these presents:

THAT ON THIS, the 13th day of October, 2009, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas, with the following members present:

Dan Gattis, County Judge
Lisa Birkman, Commissioner, Pct. #1
Cynthia Long, Commissioner, Pct. #2
Valerie Covey, Commissioner, Pct. #3
Ron Morrison, Commissioner, Pct. #4
Nancy Rister, County Clerk

And at said meeting, among other business, the Court considered the following

RESOLUTION

WHEREAS, Judge Judy Schier Hobbs has served the citizens of Williamson County as Justice of the Peace since May 15, 1982; and

WHEREAS, Judge Judy Schier Hobbs has faithfully and unselfishly served her community through involvement in Brushy Creek Baptist Church, Taylor; Hutto and Round Rock Chambers of Commerce; Keep Taylor Beautiful; Taylor Area Businesswomen; and Eastern Stars service groups to the benefit of all citizens; and

WHEREAS, Judge Judy Schier Hobbs has served on the Texas State Child Fatality Review Team and chairs the Williamson County Child Fatality Review Team; and

WHEREAS, Judge Judy Schier Hobbs is a lifetime member of the Texas Justice Court Judges Association and Central Texas Justices of the Peace and Constables Association; and

WHEREAS, Judge Judy Schier Hobbs has earned awards past and present while serving the citizens of Williamson County; and

WHEREAS, Judge Judy Schier Hobbs was awarded the "Judge of the Year" by Central Texas Justices of the Peace and Constables Association earlier this year; and

WHEREAS, the Texas Justice Court Judges Association is an organization representing Justice Court Judges and Clerks across the State of Texas; and

NOW THEREFORE BE IT RESOLVED that We the Williamson County Commissioners' Court, do hereby recognize and congratulate Judge Judy Schier Hobbs on her being named the Texas Justice Court Judges Association "JUDGE OF THE YEAR" for 2009, and we commend her for her outstanding service to the citizens of Williamson County on this the 13th day of October, 2009.

Dan Gattis, County Judge

ATTEST:

Nancy Rister, County Clerk

October 2009 Monthly Construction Summary Report Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Krista Zaleski, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

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

Attachments

Link: [2009-10-CSR](#)

Form Routing/Status

Form Started By: Krista Zaleski
Started On: 10/08/2009 10:42 AM
Final Approval Date: 10/08/2009



ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

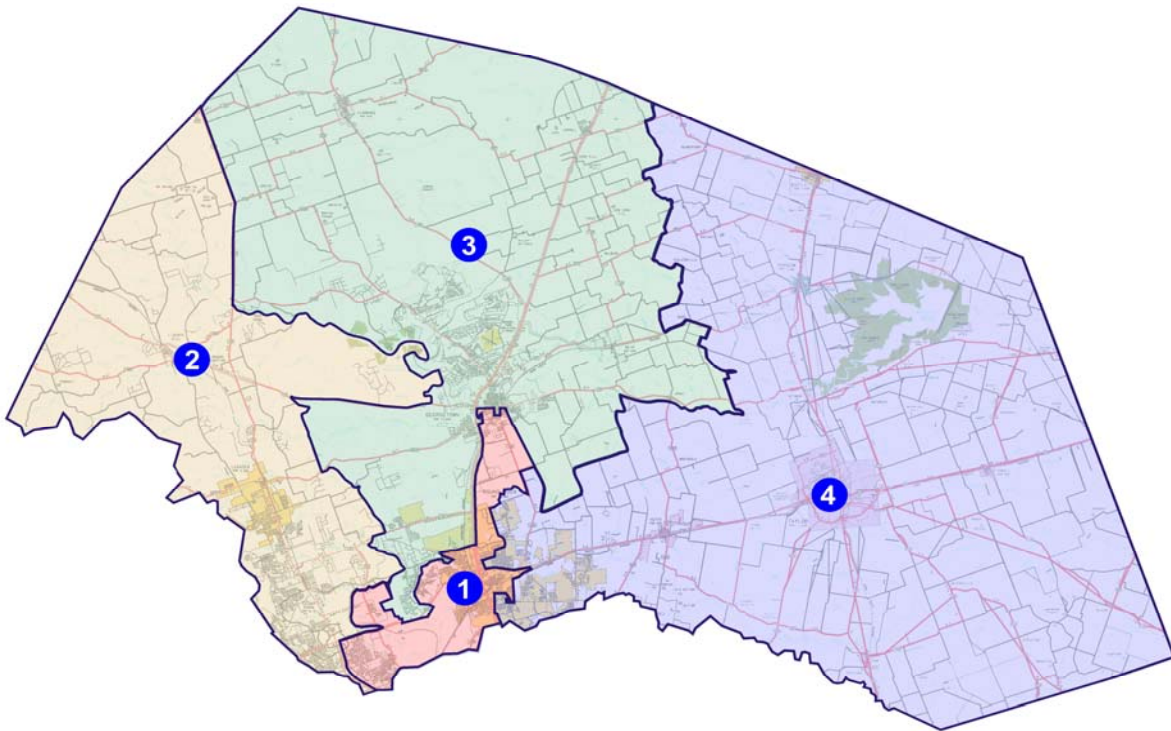
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

October 2009

WWW.ROADBOND.ORG

Volume VIII - Issue No. 10



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

Table of Contents



Completed Projects.....	1
PRECINCT No. 1 – Commissioner Lisa Birkman.....	2
RM 620, Ph. 1 Intersections (Wyoming Springs, Oaklands and Deepwood)	3
CR 111 – Westinghouse Rd (Hewlett Loop to FM 1460)	4
S.E. Inner Loop @ FM 1460	6
Pond Springs Widening (McNeil Rd to US 183)	8
PRECINCT No. 2 – Commissioner Cynthia Long	10
San Gabriel Pkwy, Phase 1 (Halsey Drive to CR 273 Extension)	11
Ronald W. Reagan Blvd. South, Ph. 2 (FM 2243 to SH 29)	12
CR 175, Phase 2A Extension (Regional Park to Creekside Meadows)	15
US 183 at FM 3405 Traffic Signal Construction.....	17
Pass Through: US 183 (Riva Ridge Rd to SH 29)	18
PRECINCT No. 3 – Commissioner Valerie Covey	19
Pass Through: IH-35 at SH 29 Turnaround Structures	20
SH 29 @ CR 104, Ph. 1 Improvements	22
Williams Drive (DB Wood Rd to FM 3405).....	23
PRECINCT No. 4 – Commissioner Ron Morrison	25
Limmer Loop, Ph. 1C (CR 110 to SH 130)	26
Pass Through: US 79, Section 5B (FM 1063 to Milam County Line).....	27
Pass Through: US 79, Section 5A (East of Taylor to FM 1063).....	29
Chander Road Phase 3B (CR 368/369 to SH 95)	31

WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

SUBSTANTIAL CONSTRUCTION COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2009

Precinct 1

- Pond Springs Road (signal) – July 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- Lakeline Blvd – July 2007
- RM 620, Phase 1 – January 2009

Precinct 2

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

Precinct 3

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

Precinct 4

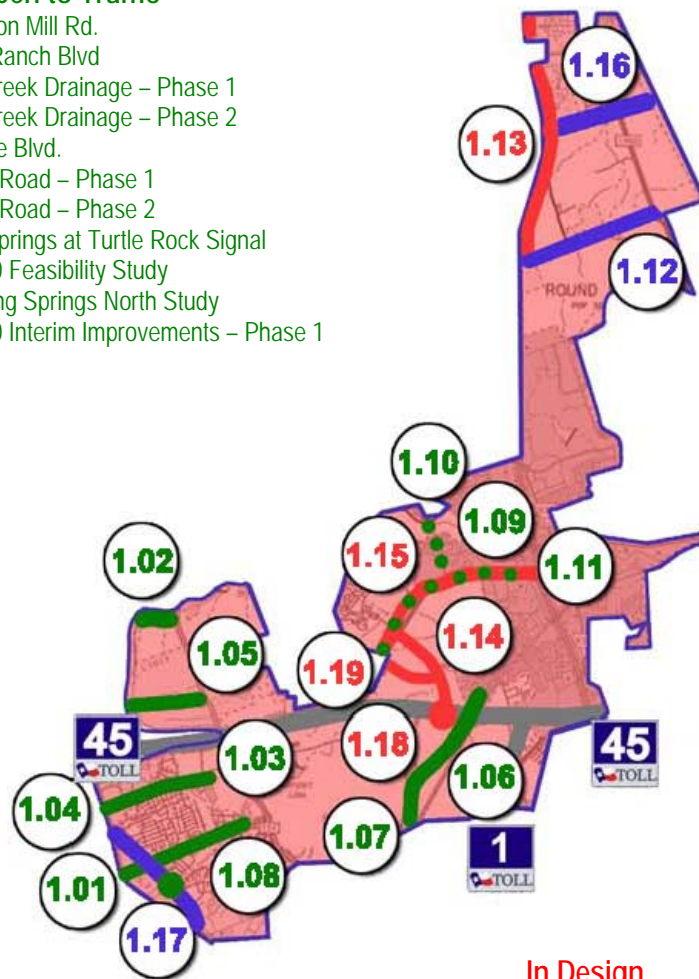
- Wooden Bridges (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- CR 368 & 369 – Aug 2003
- County Road 300 – Dec 2003
- CR 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – March 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A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

PRECINCT 1

COMMISSIONER BIRKMAN

Completed/Open to Traffic

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



Under Construction / Bidding

- 1.12 CR 111 (Westinghouse Rd)
- 1.16 SE Inner Loop @ FM 1460
- 1.17 Pond Springs Road

In Design

- 1.13 IH-35 Northbound Frontage Rd and Ramps
- 1.14 O'Connor Extension
- 1.15 RM 620 Ultimate Schematic and EA
- 1.18 O'Connor Overpass at SH 45

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

Original Contract Price = \$780,644.01

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Work Completed</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/13/2008	3/4/2008	5/23/2008	6/2/2008	1/27/2009		120	48	168

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	6/2/2008	8/31/2008	91	\$456,146.87	\$456,146.87	\$24,007.73	\$24,007.73	61	54	\$0.00	\$0.00
2	9/1/2008	9/30/2008	30	\$186,617.62	\$642,764.49	\$9,281.98	\$33,289.71	85	72	\$0.00	\$0.00
3	10/1/2008	10/31/08	27	\$85,708.05	\$728,472.54	\$4,510.95	\$37,800.66	96	88	\$0.00	\$0.00
4	Final	Payment	N/A	\$28,834.45	\$757,306.99	\$1,517.60	\$39,318.26	98	-	\$0.00	\$0.00

9/28/2009 Comments - Final pay estimate has been received from the Contractor. The balancing change order has is being processed through the County. Final project close-out and release of retainage is pending Contractor submission of affidavit of all bills paid and maintenance bond. Revised record drawings were received from the Contractor and found to be complete and accurate.

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

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

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

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

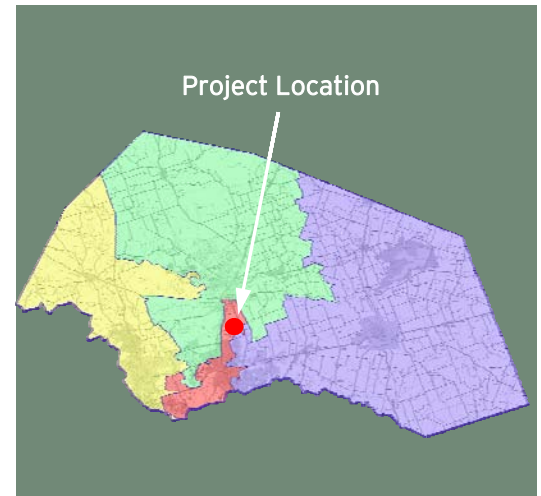
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	02/26/2009	9,263.40	1,595.10

3F: County Convenience. Additional work desired by the County. This change order provides payment for installation of an additional pedestrian improvements at the intersection of Liberty Walk and Tonkinese Drive. This change order also provides payment for the upgrade of sign material reflectivity (stop signs and stop ahead signs) in lieu of hardwired continuous flashing beacons. Twenty (20) days were added to the Contract schedule. Substantial Completion for all work with the exception of work associated with Change Order No. 3 was reached on October 27, 2008 and time charges were stopped. Time charges began again on January 7, 2009 when work on Change Order No. 3 commenced.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	08/10/2009	14,926.14	16,521.24

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). Adjustment of quantities to meet field conditions.

Adjusted Price = \$797,165.25



CR 111 (WESTINGHOUSE ROAD)

(Hewlett Loop to FM 1460)

Project Length: 1.99 Miles

Roadway Classification: Minor Arterial

Roadway Section: Transitions from four-lane w/ center two-way turn lane on the west end to four-lane divided on the east end

Project Schedule: June 2008 - June 2010

Estimated Construction Cost: \$5.9 Million



SEPTEMBER 2009 IN REVIEW

9/7/2009 - JC Evans is processing the first course of flex base from just east of Scenic Lake to FM 1460. They are also fine grading the flex base in the area from just west of the pond to just west of Rabbit Hill; this is scheduled to be paved late this week. The underdrain placement was completed from just west of Rabbit Hill to just west of the pond area. Notice to Proceed (NTP) has been issued to JC Evans on the FM 1460 intersection improvements.

9/21/2009 - JC Evans is processing the final course of flex base from just east of Scenic Lake to FM 1460. JC Evans has completed the installation of the erosion control devices for the FM 1460 intersection improvements. They completed the proposed 24-inch RCP just west of FM 1460 across CR 111 on the south half of the roadway. Verizon is onsite relocating some utility lines and pedestals that are in the proposed roadway on the southeast corner.

9/28/2009 - JC Evans continues processing the final course of flex base from just east of Scenic Lake to FM 1460. They finished paving the area from west of Rabbit Hill to the pond and the area around Scenic Lake last week. Verizon continues to relocate some utility lines and pedestals that are in the proposed roadway on the southeast corner.



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

Williamson County
Road Bond Program

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

Original Contract Price = \$5,864,053.94

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

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	6/16/2008	6/30/2008	15	\$273,125.71	\$273,125.71	\$14,375.04	\$14,375.04	5	2	\$0.00	\$0.00
2	7/1/2008	7/31/2008	31	\$690,458.44	\$963,584.15	\$36,339.92	\$50,714.96	17	6	\$0.00	\$0.00
3	8/1/2008	8/31/2008	31	\$405,777.61	\$1,369,361.76	\$21,356.71	\$72,071.67	25	11	\$0.00	\$0.00
4	9/1/2008	9/30/2008	30	\$410,275.17	\$1,779,636.93	\$21,593.43	\$93,665.10	31	15	\$0.00	\$0.00
5	10/1/2008	10/31/08	31	\$170,855.60	\$1,950,492.53	\$8,992.40	\$102,657.50	34	19	\$0.00	\$0.00
6	11/1/2008	11/30/08	30	\$328,636.79	\$2,279,129.32	\$17,296.67	\$119,954.17	40	23	\$0.00	\$0.00
7	12/1/2008	12/31/08	31	\$183,573.77	\$2,462,703.09	\$9,661.78	\$129,615.95	43	27	\$0.00	\$0.00
8	1/1/2009	1/31/2009	31	\$85,656.15	\$2,548,359.24	\$4,508.22	\$134,124.17	45	32	\$0.00	\$0.00
9	2/1/2009	2/28/2009	28	\$199,204.04	\$2,747,563.28	\$10,484.42	\$144,608.59	48	35	\$0.00	\$0.00
10	3/1/2009	3/31/2009	31	\$148,110.31	\$2,895,673.59	\$7,795.28	\$152,403.87	51	40	\$0.00	\$0.00
11	4/1/2009	4/30/2009	30	\$516,671.71	\$3,412,345.30	\$27,193.25	\$179,597.12	60	44	\$0.00	\$0.00
12	5/1/2009	5/31/2009	31	\$226,555.61	\$3,638,900.91	\$11,923.98	\$191,521.10	65	48	\$0.00	\$0.00
13	6/1/2009	6/30/2009	30	\$249,244.85	\$3,888,145.76	\$13,118.15	\$204,639.25	69	52	\$0.00	\$0.00
14	7/1/2009	7/31/2009	31	\$332,593.17	\$4,220,738.93	\$17,504.90	\$222,144.15	75	56	\$0.00	\$0.00
15	8/1/2009	8/31/2009	31	\$245,723.19	\$4,466,462.12	\$12,932.80	\$235,076.95	79	61	\$0.00	\$0.00
16	9/1/2009	9/30/2009	30	\$296,925.12	\$4,763,387.24	\$15,627.64	\$250,704.59	84	65	\$0.00	\$0.00

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	03/10/2009	42,796.26	149,600.93

3F: County Convenience. Additional work desired by the County. An additional turn lane/median opening and a street stub-out is being added at the Tera Vista Track.
 1B: Design Error or Omission. Other. Erosion control items are being added that were left out of the original plan sheets. These items include topsoil, seeding, and rip rap for the median noses in all of the proposed median islands.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	03/30/2009	2,760.00	152,360.93

2J: Differing Site Conditions (unforeseeable). Other. In order to complete the driveway installation at sta. 77+50, it was necessary to remove an existing entrance with gates. This change order accounts for costs incurred by the Contract to replace the entrance.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	04/03/2009	-92,636.54	59,724.39

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. 3H: County Convenience. Cost savings opportunity discovered during construction. After additional testing on the existing subgrade, it was determined that the lime treatment original specified was not necessary. With the Engineer's and the County's concurrence, the Contractor opted to undercut the existing subgrade by 8 inches and placed flex base in lieu of the 8 inches of lime treated subgrade.

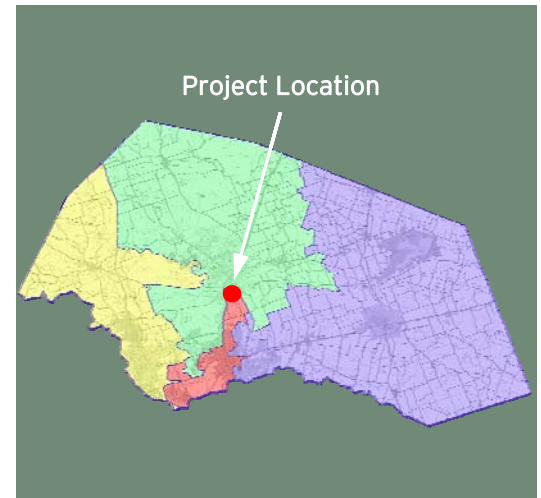
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
06	05/08/2009	16,730.56	76,454.95

4B: Third Party Accommodation. Third party requested work: The Developer requested the installation of additional driveways and gates on the Madison Property. The Developer has submitted payment to Williamson County.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
07	05/08/2009	2,400.00	78,854.95

2G: Differing Site Conditions. Unadjusted Utility. The Contractor relocated an existing Flush Valve Hydrant that was in conflict with the proposed rip rap slope on the NW corner of Park Central Drive.

Adjusted Price = \$5,942,908.89



S.E. INNER LOOP @ FM 1460 (Intersection Improvements)

Project Length: 0.73 Miles
Roadway Classification: Minor Arterial
Roadway Section: Two-way travel lanes w/ right and left turn lanes at all four approaches

Project Schedule: June 2009 - November 2009
Estimated Construction Cost: \$900,000



SEPTEMBER 2009 IN REVIEW

9/7/2009 - JO'B Site is processing flex base on the proposed northbound lanes of FM 1460 from the south end to north end. Subcontractor ATS hung the mast arms for the new traffic signals last Friday. Subcontractor Greater Austin completed the concrete placement on the safety end treatments (SETs) for Culverts #1, #2, and #3 last week.

9/14/2009 - JO'B Site is fine grading the flex base on the proposed westbound lanes of Inner Loop on both sides of FM 1460 and the proposed northbound lanes of FM 1460 on both sides of Inner Loop. ATS is working on mounting the camera brackets and installing the wiring for the intersection.

9/21/2009 - JO'B Site is scheduled to start paving this week, weather permitting.

9/28/2009 - Jo'B Site continues to fine grade the flex base on the proposed westbound lanes of Inner Loop on both sides of FM 1460 and the proposed northbound lanes of FM 1460 on both sides of Inner Loop. Paving was delayed last week due to weather; the contractor is now scheduled to begin paving this week.



Design Engineer: LAN
Contractor: J'OB Site Construction
Construction Observation:
Kenneth Marak, Williamson County

Williamson County
Road Bond Program

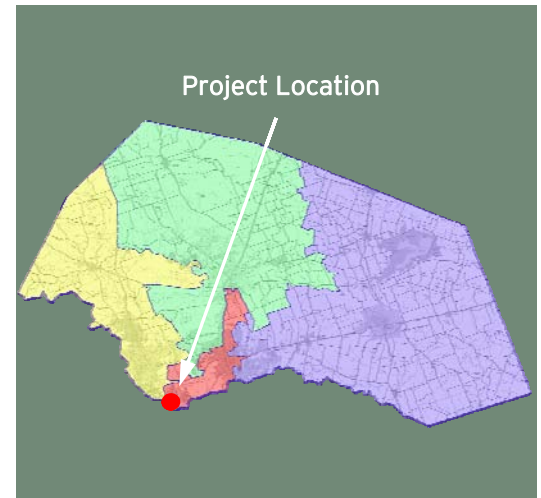
S.E. Inner Loop @ FM 1460
Project No. 09WC708

Original Contract Price = \$889,492.48

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
3/25/2009	4/21/2009	5/22/2009	6/1/2009	11/10/2009		163	0	163

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	6/1/2009	6/30/2009	30	\$102,851.51	\$102,851.51	\$11,427.95	\$11,427.95	13	18	\$0.00	\$0.00
2	7/1/2009	7/31/2009	31	\$79,130.70	\$181,982.21	\$8,792.30	\$20,220.25	23	37	\$0.00	\$0.00
3	8/1/2009	8/31/2009	31	\$161,496.94	\$343,479.15	\$17,944.10	\$38,164.35	43	56	\$0.00	\$0.00
4	9/1/2009	9/30/2009	30	\$178,603.64	\$522,082.79	\$19,844.85	\$58,009.20	65	75	\$0.00	\$0.00

Adjusted Price = \$889,492.48



POND SPRINGS WIDENING

(McNeil Road to US 183)

Project Length: 1.84 Miles

Roadway Classification: Minor Arterial

Roadway Section: Two-lane w/ a center two-way turn lane

Project Schedule: June 2009 - November 2009

Estimated Construction Cost: \$3.2 Million



SEPTEMBER 2009 IN REVIEW

9/7/2009 - RGM's paving contractor has finished paving the east side road widening. The installation of curb and gutter has begun and will be completed next week. Once the new traffic poles are functioning, RGM can complete all Anderson Mill work. Embankment, driveway pipe work, and ditch work have begun on the west side of Pond Springs. All lane closures on Anderson Mill have been taken down.

9/21/2009 - RGM's traffic signal subcontractor continues setting poles and running wire at Anderson Mill and Turtle Rock. RGM continues to pour sections of sidewalk along the east side throughout the project. Construction for the Culvert #4 widening has begun and will continue this week.

9/28/2009 - RGM's traffic signal subcontractor continues setting poles and running wire at Anderson Mill and Turtle Rock. Driveway pipe work and ditch work continue on the west side of Pond Springs. RConstruction of the Culvert #3 extension is underway and will continue through next week.



Design Engineer: URS Corporation
Contractor: RGM Constructors
Construction Observation:
Jerry Batten, Williamson County

Williamson County
Road Bond Program

Pond Springs Widening (McNeil Rd to US 183)
Project No. 09WC710

Original Contract Price = \$3,167,595.05

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
5/6/2009	5/12/2009	6/3/2009	6/12/2009	11/8/2009		150	0	150

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	6/24/2009	6/30/2009	7	\$152,121.44	\$152,121.44	\$16,902.38	\$16,902.38	5	5	\$0.00	\$0.00
2	7/1/2009	7/31/2009	31	\$214,799.85	\$366,921.29	\$23,866.65	\$40,769.03	13	25	\$0.00	\$0.00
3	8/1/2009	8/31/2009	31	\$218,310.42	\$585,231.71	\$24,256.72	\$65,025.75	20	46	\$0.00	\$0.00
4	9/1/2009	9/30/2009	30	\$185,674.01	\$770,905.72	\$20,630.44	\$85,656.19	26	66	\$0.00	\$0.00

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	07/23/2009	15,313.65	15,313.65

1A: Design Error or Omission. Incorrect PS&E. This change order adds line items for temporary work zone pavement markers and the elimination of the same.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	09/11/2009	2,869.98	18,183.63

4C: Third Party Accommodation. Compliance requirements of new laws and/or policies (impacting third party). Per City of Austin specs, prior to any work beginning, the contractor has to place message boards at the project limits to inform public of road construction. This change order is for the message board rental.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	09/11/2009	15,000.00	33,183.63

6D: Untimely ROW/Utilities. Other. Contractor has damaged unmarked utilities while constructing the roadway. This change order is for the repair of all damaged utilities that were unmarked by utility locators.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	09/22/2009	111,840.00	145,023.63

1A: Design Error or Omission. Incorrect PS&E. An incorrect quantity for rip-rap was given on the bid set of plans. Since then a revised quantity has been added to the plans.

Adjusted Price = \$3,312,618.68

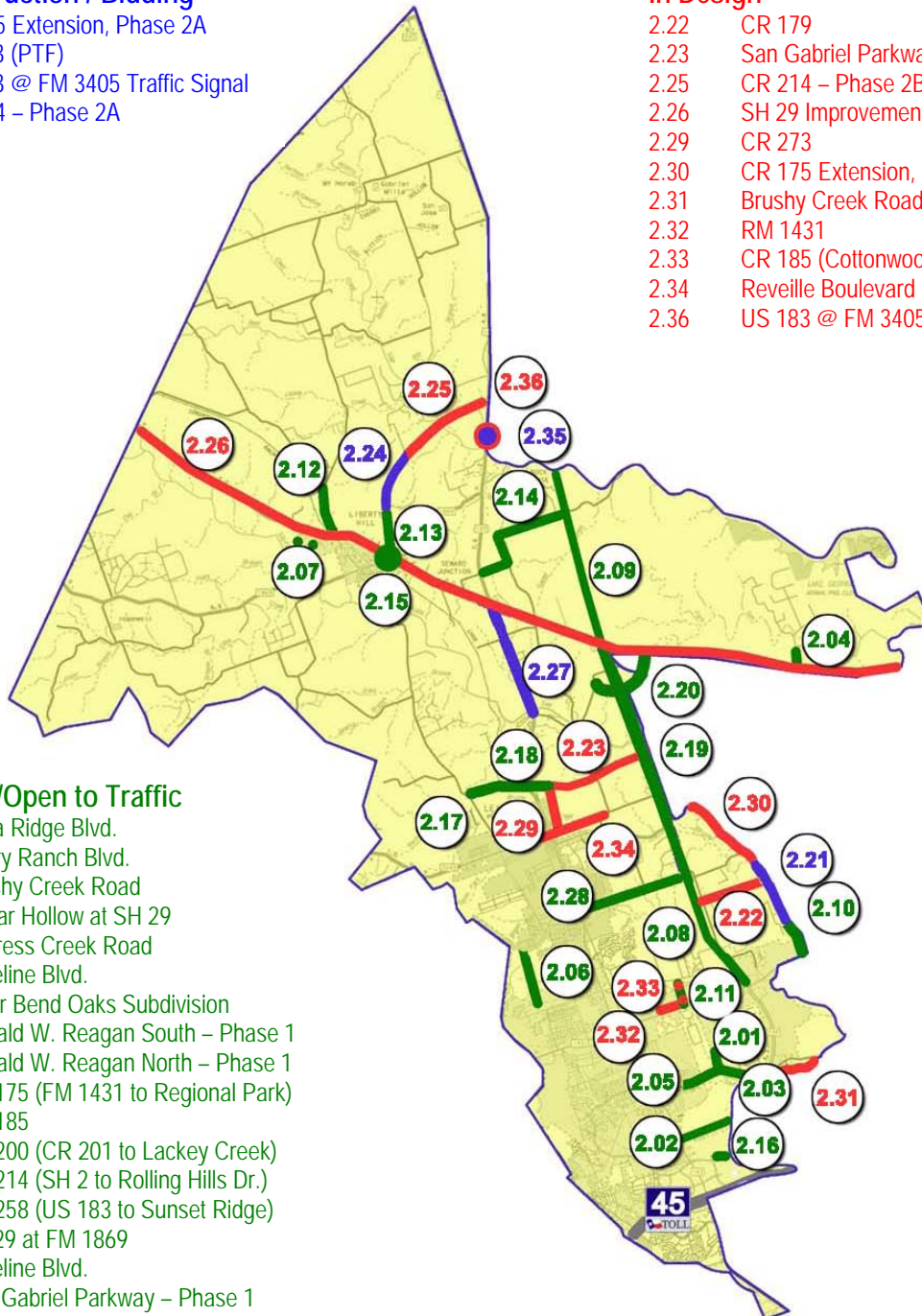
PRECINCT 2
COMMISSIONER LONG

Under Construction / Bidding

- 2.21 CR 175 Extension, Phase 2A
2.27 US 183 (PTF)
2.35 US 183 @ FM 3405 Traffic Signal
2.24 CR 214 – Phase 2A

In Design

- 2.22 CR 179
- 2.23 San Gabriel Parkway – Phase 2
- 2.25 CR 214 – Phase 2B
- 2.26 SH 29 Improvements Study & Schematic
- 2.29 CR 273
- 2.30 CR 175 Extension, Phase 2B
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.33 CR 185 (Cottonwood Trail)
- 2.34 Reveille Boulevard
- 2.36 US 183 @ FM 3405 Left Turn Lanes



Completed/Open to Traffic

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

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

Original Contract Price = \$2,291,679.53

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

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

9/28/2009 Comments - All work at the railroad crossing has been completed. A final walk-through of the project has been completed. JC Evans will have several warranty items to complete and will then be released from the project, including all warranty work.

7/27/2009 Comments - Final acceptance is pending construction of the resolution of the Railroad Crossing issues. CapMetro has approved JC Evans to commence with the boring at the railroad. Work is anticipated to be complete by mid-August.

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

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

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

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

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

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). The section of Halsey Drive included in the project was widened and striping was added to match conditions on the existing Halsey Drive. 39 days were added to the contract schedule.

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	08/16/2007	0.00	211,825.28

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

Adjusted Price = \$2,503,504.81

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

Original Contract Price = \$15,857,326.54

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

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	11/1/2005	10/31/05	0	\$74,925.00	\$74,925.00	\$8,325.00	\$8,325.00	1	0	\$0.00	\$0.00
2	12/1/2005	11/30/05	0	\$103,696.20	\$178,621.20	\$11,521.80	\$19,846.80	1	0	\$0.00	\$0.00
3	1/1/2006	1/9/2006	9	\$750,735.00	\$929,356.20	\$83,415.00	\$103,261.80	7	1	\$0.00	\$0.00
4	2/1/2006	2/28/2006	28	\$444,184.20	\$1,373,540.40	\$49,353.80	\$152,615.60	11	5	\$0.00	\$0.00
5	3/1/2006	3/31/2006	31	\$291,523.10	\$1,665,063.50	\$32,391.46	\$185,007.06	13	9	\$0.00	\$0.00
6	4/1/2006	4/30/2006	30	\$399,662.07	\$2,064,725.57	\$44,406.89	\$229,413.95	17	13	\$0.00	\$0.00
7	5/1/2006	5/31/2006	31	\$655,292.34	\$2,720,017.91	\$72,810.26	\$302,224.21	22	17	\$0.00	\$0.00
8	6/1/2006	6/30/2006	30	\$455,018.26	\$3,175,036.17	\$50,557.59	\$352,781.80	25	21	\$0.00	\$0.00
9	7/1/2006	7/31/2006	31	\$40,437.00	\$3,215,473.17	\$4,493.00	\$357,274.80	26	25	\$0.00	\$0.00
10	8/1/2006	8/31/2006	31	\$285,902.35	\$3,501,375.52	\$31,766.92	\$389,041.72	27	29	\$0.00	\$0.00
11	9/1/2006	9/30/2006	30	\$528,814.84	\$4,030,190.36	\$58,757.21	\$447,798.93	32	33	\$0.00	\$0.00
12	10/1/2006	10/31/06	31	\$311,641.77	\$4,341,832.13	\$34,626.86	\$482,425.79	34	38	\$0.00	\$0.00
13	11/1/2006	11/30/06	30	\$478,315.80	\$4,820,147.93	\$53,146.20	\$535,571.99	38	41	\$0.00	\$0.00
14	12/1/2006	3/31/2007	121	\$1,317,936.47	\$6,138,084.40	\$146,437.39	\$682,009.38	48	58	\$0.00	\$0.00
15	4/1/2007	4/30/2007	30	\$447,058.65	\$6,585,143.05	\$49,673.18	\$731,682.56	51	62	\$0.00	\$0.00
16	5/1/2007	5/31/2007	31	\$250,755.70	\$6,835,898.75	\$27,861.77	\$759,544.33	53	66	\$0.00	\$0.00
17	6/1/2007	7/31/2007	61	\$892,102.41	\$7,728,001.16	\$99,122.49	\$858,666.82	60	74	\$0.00	\$0.00
18	8/1/2007	8/31/2007	31	\$625,810.47	\$8,353,811.63	\$69,534.49	\$928,201.31	65	78	\$0.00	\$0.00
19	9/1/2007	9/30/2007	30	\$804,499.07	\$9,158,310.70	\$89,388.79	\$1,017,590.10	71	82	\$0.00	\$0.00
20	10/1/2007	10/31/07	31	\$1,258,832.28	\$10,417,142.98	\$-469,076.61	\$548,513.49	77	86	\$0.00	\$0.00
21	11/1/2007	11/30/07	30	\$785,594.47	\$11,202,737.45	\$41,347.08	\$589,860.57	83	90	\$0.00	\$0.00
22	12/1/2007	12/31/07	31	\$453,813.77	\$11,656,551.22	\$23,884.94	\$613,745.51	86	94	\$0.00	\$0.00
23	1/1/2008	1/31/2008	31	\$701,577.47	\$12,358,128.69	\$36,925.13	\$650,670.64	91	98	\$0.00	\$0.00
24	2/1/2008	2/29/2008	13	\$789,217.12	\$13,147,345.81	\$-381,980.87	\$268,689.77	94	100	\$0.00	\$0.00
25	3/1/2008	3/31/2008	N/A	\$168,372.53	\$13,315,718.34	\$3,436.18	\$272,125.95	95	-	\$0.00	\$0.00
26	4/1/2008	5/31/2008	N/A	\$123,532.38	\$13,439,250.72	\$2,521.06	\$274,647.01	96	-	\$0.00	\$0.00
27	6/1/2008	7/31/2008	N/A	\$158,393.86	\$13,597,644.58	\$3,232.53	\$277,879.54	97	-	\$0.00	\$0.00
28	8/1/2008	8/30/2009	N/A	\$246,514.59	\$13,844,159.17	\$5,030.91	\$282,910.45	99	-	\$0.00	\$0.00

9/28/2009 Comments - The Contractor is working to complete all work added under Change Order No. 24. Project Close-out will resume once the work is complete.

8/31/2009 Comments - Final estimate has been received and is being processed for payment. Balancing Change Order has been transmitted to the Contractor; HNTB awaiting signed originals from the Contractor. Awaiting Contractor submission of affidavit of all bills paid, final waivers of lien, and maintenance bond. As-Builts have been reviewed and found to be complete and accurate. Ranger is working with TBG to address the TCEQ's concerns regarding soil stabilization.

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

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

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

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

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

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

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
06	08/17/2006	8,493.37	-2,045,627.76

2C: New Development - Conditions changing after PS&E completed. 2D: Environmental Remediation. During the clearing and grubbing of ROW, two abandoned water wells and one abandoned septic tank were discovered and needed to be properly removed.

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

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

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

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

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

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

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

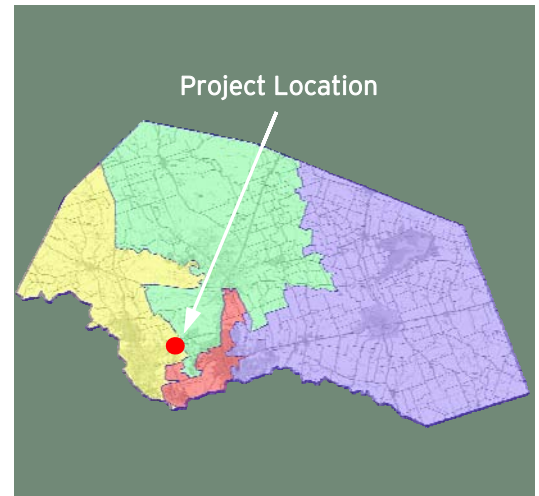
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
23	Pending	0.00	-1,275,309.80

This Change Order (the balancing change order) will be revised and processed after all work added under Change Order No. 24 is complete.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
24	09/22/2009	158,657.05	-1,116,652.75

3F: County Convenience. Additional Work Desired by the County. Additional erosion control work is required at the South Fork of the San Gabriel River. The revised plans will meet TCEQ guidelines.

Adjusted Price = \$14,740,673.79



CR 175, PHASE 2A EXTENSION (Regional Park to Creekside Meadows)

Project Length: 1.01 Miles
Roadway Classification: Urban Collector
Roadway Section: Four-lane divided

Project Schedule: April 2009 - November 2009
Estimated Construction Cost: \$1.9 Million



SEPTEMBER 2009 IN REVIEW

9/7/2009 - RGM is currently working on processing first course of flex base from Parkside Parkway to just north of Culvert #1. They continue to work on subgrade from the south tie-in to the south side of Culvert #1. They excavated the intersection of Parkside Parkway, installed the driveway pipe, and reopened it on 9/01/09. AT&T has completed utility relocations.

9/14/2009 - RGM continues to work on subgrade from the south tie-in to the south side of Culvert #1. They excavated for the Culvert #2 footing and they are scheduled to start forming the footing this week.

9/21/2009 - RGM continues processing the first course of flex base from Parkside Parkway to south of Culvert #1. Work on the Culvert #2 footing was delayed due to weather, so they are scheduled to start forming the footing this week.

9/28/2009 - RGM continues processing the flex base from Parkside Parkway to the south end of the project. Work on the Culvert #2 footing was delayed due to weather.



Design Engineer: Haynie Consulting
Contractor: RGM Constructors
Construction Observation:
Jerry Jansen, Williamson County

Williamson County
Road Bond Program

CR 175, Ph. 2A Extension (Regional Park to Creekside Meadows)
Project No. 09WC707

Original Contract Price = \$1,854,291.16

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
1/21/2009	2/3/2009	4/20/2009	7/6/2009	1/1/2010		180	0	180

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	4/20/2009	4/30/2009	0	\$43,970.99	\$43,970.99	\$4,885.67	\$4,885.67	3	0	\$0.00	\$0.00
2	5/12/2009	5/31/2009	0	\$396,055.07	\$440,026.06	\$44,006.11	\$48,891.78	26	0	\$0.00	\$0.00
3	7/1/2009	7/31/2009	26	\$213,429.04	\$653,455.10	\$23,714.34	\$72,606.12	39	14	\$0.00	\$0.00
4	8/1/2009	8/31/2009	31	\$250,681.21	\$904,136.31	\$27,853.47	\$100,459.59	54	32	\$0.00	\$0.00
5	9/1/2009	9/30/2009	30	\$162,098.59	\$1,066,234.90	\$-44,341.96	\$56,117.63	60	48	\$0.00	\$0.00

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	07/23/2009	-4,029.24	-4,029.24

3: County Convenience. 3E: Reduction of future maintenance. 3H: Cost savings opportunity discovered during construction. At both proposed culverts, the rip rap item has been changed from common rock rip rap to concrete rip rap.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	07/23/2009	17,615.43	13,586.19

4B: Third Party Accommodation. Third party requested work: Adding 6 4 IN conduits at a total of 1320 LF for PEC, AT&T, and Time Warner.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	09/11/2009	2,700.00	16,286.19

2J: Differing Site Conditions. Other: This change order accounts for adding removable striping to the project for the detour just south of the actual proposed roadway tie-in. This striping application can be removed without damaging the existing pavement surface.

Adjusted Price = \$1,870,577.35

US 183 at FM 3405 (Traffic Signal Construction)
Project No. 09WC713

Original Contract Price = \$102,499.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
7/22/2009	8/11/2009	10/26/2009	11/5/2009	12/3/2009	2/2/2010	90	0	90

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
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9/28/2009 Comments - The contract documents have been executed. A pre-construction meeting is scheduled for this Friday, 10/2/09. It is anticipated that Notice to Proceed will be issued the week of 10/26/09; giving the Contractor enough lead time to order poles and mast arms.

8/31/2009 Comments - The court awarded the construction contract to Republic ITS on 8/11/09, for a contract amount of \$102,499 (34% under engineer's estimate). The Notice of Award and Contracts will be sent to Republic this week.

Adjusted Price = \$102,499.00

PASS THROUGH FINANCING: US 183 (Riva Ridge Rd to SH 29)
Project No. 09WC720 TxDOT CSJ: 0151-04-063

Original Contract Price = \$14,677,727.84

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
8/24/2009	8/25/2009	Pending	Pending			627	0	627

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
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9/28/2009 Comments - The Court conditionally awarded the construction contract to Dan Williams Company on 8/25/09, for a contract amount of \$14,677,727.84 (38% under the engineer's estimate of \$23.7 million). Award of the contract is contingent on TxDOT and FHWA concurrence. Awaiting concurrence, the request was sent to TxDOT on 8/31/09.

Adjusted Price = \$14,677,727.84

PRECINCT 3

COMMISSIONER COVEY

Under Construction / Bidding

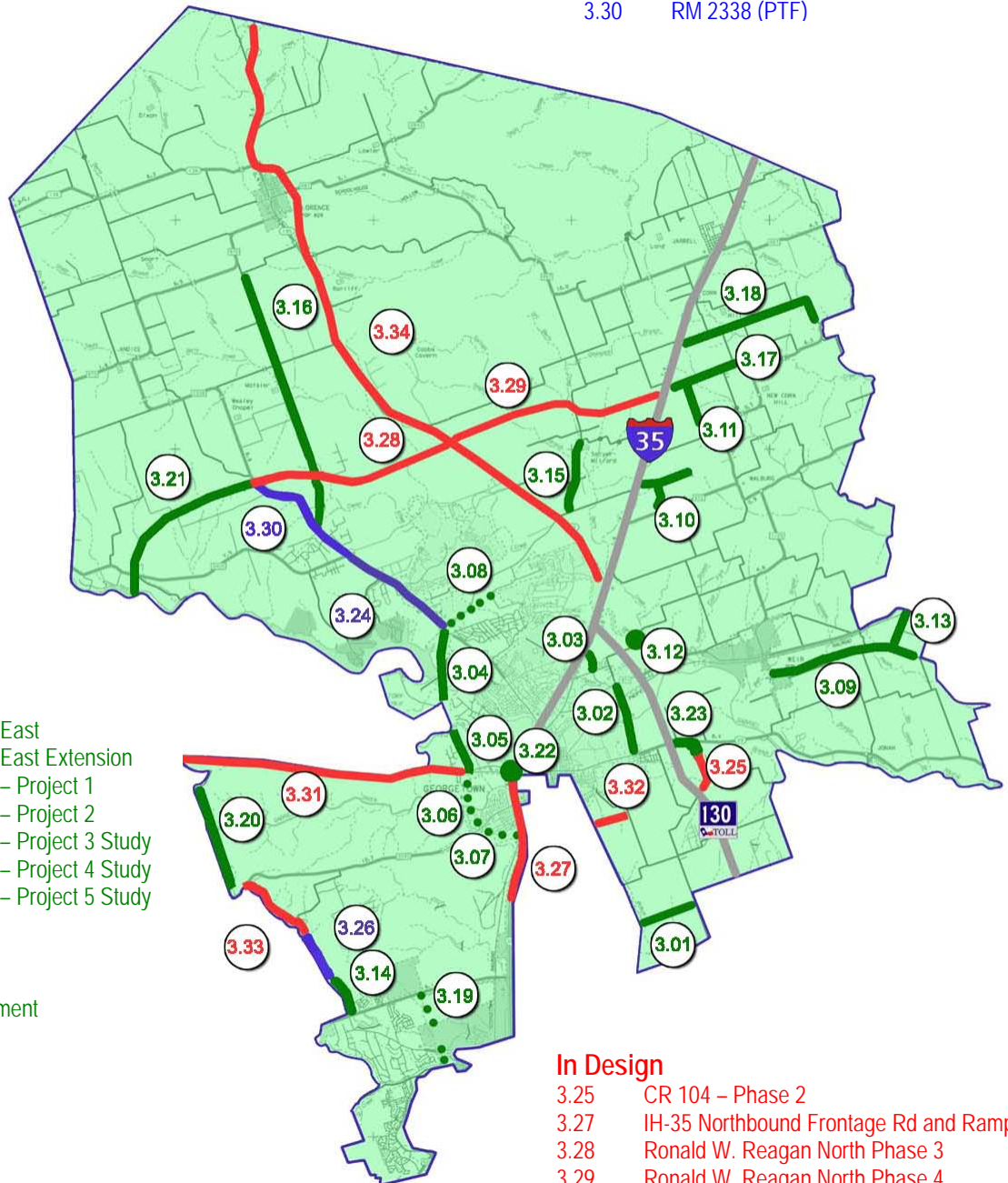
- 3.24 Williams Drive (RM 2338)
- 3.26 CR 175 Extension, Phase 2A
- 3.30 RM 2338 (PTF)

Completed/Open to Traffic

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

In Design

- 3.25 CR 104 – Phase 2
- 3.27 IH-35 Northbound Frontage Rd and Ramps
- 3.28 Ronald W. Reagan North Phase 3
- 3.29 Ronald W. Reagan North Phase 4
- 3.31 SH 29 Improvements Study & Schematic
- 3.32 Georgetown SE Inner Loop Widening
- 3.33 CR 175 Extension, Phase 2B
- 3.34 SH 195 ROW and Utilities



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

Original Contract Price = \$3,673,982.79

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Work Accepted by TxDOT</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
7/25/2007	8/7/2007	9/28/2007	10/29/2007	6/2/2009		209	3	212

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	10/29/200	10/31/07	3	\$296,803.30	\$296,803.30	\$0.00	\$0.00	8	1	\$0.00	\$0.00
2	11/1/2007	11/30/07	19	\$430,321.76	\$727,125.06	\$0.00	\$0.00	20	10	\$0.00	\$0.00
3	12/1/2007	12/31/07	18	\$238,722.18	\$965,847.24	\$0.00	\$0.00	26	19	\$0.00	\$0.00
4	1/1/2008	1/31/2008	22	\$655,758.48	\$1,621,605.72	\$0.00	\$0.00	44	29	\$0.00	\$0.00
5	2/1/2008	2/29/2008	21	\$419,178.90	\$2,040,784.62	\$0.00	\$0.00	56	39	\$0.00	\$0.00
6	3/1/2008	3/31/2008	21	\$221,080.63	\$2,261,865.25	\$0.00	\$0.00	62	49	\$0.00	\$0.00
7	4/1/2008	4/30/2008	22	\$292,046.55	\$2,553,911.80	\$0.00	\$0.00	70	59	\$0.00	\$0.00
8	5/1/2008	5/31/2008	21	\$112,337.87	\$2,666,249.67	\$0.00	\$0.00	73	69	\$0.00	\$0.00
9	6/1/2008	6/30/2008	21	\$129,096.35	\$2,795,346.02	\$0.00	\$0.00	76	79	\$0.00	\$0.00
10	7/1/2008	7/31/2008	22	\$259,428.07	\$3,054,774.09	\$0.00	\$0.00	83	90	\$0.00	\$0.00
11	8/1/2008	8/31/2008	18	\$479,658.20	\$3,534,432.29	\$0.00	\$0.00	96	98	\$0.00	\$0.00
12	9/1/2008	9/30/2008	N/A	\$37,186.78	\$3,571,619.07	\$0.00	\$0.00	97	-	\$0.00	\$0.00
13	10/1/2008	10/31/08	N/A	\$7,302.45	\$3,578,921.52	\$0.00	\$0.00	97	-	\$0.00	\$0.00
14	11/1/2008	11/30/08	N/A	\$3,562.34	\$3,582,483.86	\$0.00	\$0.00	98	-	\$0.00	\$0.00
15	Final	Payment	N/A	\$42,417.05	\$3,624,900.91	\$0.00	\$0.00	99	-	\$0.00	\$0.00

9/28/2009 Comments - TxDOT has accepted the project. The final estimate has been received from the Contractor and has been submitted to the County for payment. The balancing Change Order is being processed. The Certificate of Acceptance has been sent to the County for signature.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
10	10/30/2008	-39,812.00	-27,589.70

1B: Design Error or Omission. Incorrect PS&E. This change order decreases the retaining wall Plan Quantity square footage due a revision in the height of the wall at the Abutments.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
11	10/30/2008	4,200.00	-23,389.70

3E: County Convenience. Reduction of future maintenance. This change order adds rock berms to the contract to control erosion at the backless inlets.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
12	10/30/2008	5,159.00	-18,230.70

3F: County Convenience. Additional work desired by County. This change order pays the contractor to construct a drill shaft foundation, provide and install an illumination pole to be used as a mount for a future for the traffic counting device.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
13	02/18/2009	-20,537.75	-38,768.45

3G: County Convenience. Compliance requirements of new laws and/or policies. This change order deducts the cost for project testing performed from May, 2008 to August, 2008 from the contract. Project testing was initially the responsibility of the Contractor, but after further review of TxDOT standards, was changed to the County's responsibility during the project.

Adjusted Price = \$3,635,214.34

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

Original Contract Price = \$1,977,963.60

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

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	3/1/2008	3/31/2008	31	\$430,637.70	\$430,637.70	\$0.00	\$0.00	22	21	\$0.00	\$0.00
2	4/1/2008	4/30/2008	30	\$295,203.00	\$725,840.70	\$0.00	\$0.00	37	41	\$0.00	\$0.00
3	5/1/2008	5/31/2008	31	\$306,661.50	\$1,032,502.20	\$0.00	\$0.00	52	61	\$0.00	\$0.00
4	6/1/2008	6/30/2008	30	\$803,127.78	\$1,835,629.98	\$0.00	\$0.00	92	81	\$0.00	\$0.00
5	7/1/2008	7/31/2008	28	\$45,171.89	\$1,880,801.87	\$0.00	\$0.00	95	100	\$0.00	\$0.00
6	8/1/2008	9/30/2008	N/A	\$12,696.30	\$1,893,498.17	\$0.00	\$0.00	95	-	\$0.00	\$0.00
7	Final	Payment	N/A	\$10,626.68	\$1,904,124.85	\$0.00	\$0.00	100	-	\$0.00	\$0.00

9/28/2009 Comments - The balancing Change Order has been executed by the County. The Certificate of Acceptance has been sent to the County for signature.

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

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

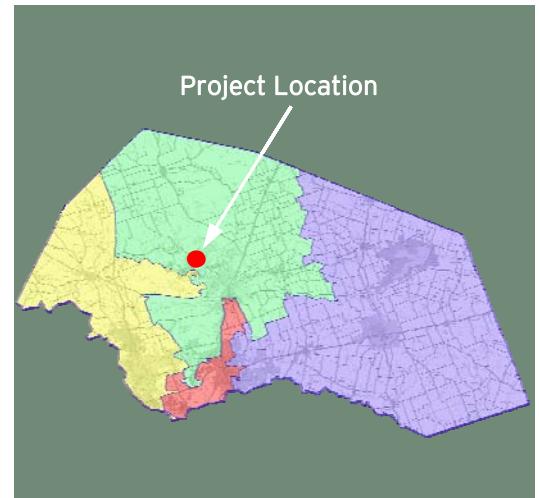
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	08/13/2008	4,550.00	14,550.00

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	09/11/2009	-88,388.76	-73,838.76

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). Adjustment of quantities to meet field conditions.

Adjusted Price = \$1,904,124.84



WILLIAMS DRIVE

(DB Wood Road to FM 3405)

Project Length: 3.4 Miles

Roadway Classification: Major Arterial

Roadway Section: Four-lane w/ center two-way turn lane and shoulders

Structures: None

Project Schedule: March 2009 - October 2010

Estimated Construction Cost: \$11.5 Million



SEPTEMBER 2009 IN REVIEW

9/7/2009 - JC Evans continues to work on the installation of the 24-inch waterline along the south ROW in the waterline easement from the FM 3405 intersection to the east. They are also working on bore pits for waterline crossings just east of Lakewoods Dr South. Subcontractor AB&R is working on overlay from FM 3405 to Lakewood Dr North this week and they are scheduled to overlay from Penny Lane to the Wildwood intersection during the next two weeks. One traffic lane will be maintained in each direction during this operation.

9/14/2009 - JC Evans completed the bore crossing of Williams Drive at Casa Loma West. They also installed storm sewer across Williams Drive at various locations.

9/28/2009 - JC Evans continues to work on the installation of the 24-inch waterline along the south ROW in the waterline easement from the FM 3405 intersection to the east. Pavement markers were placed in various locations and work continued in the bore crossings. JC Evans also worked on placing embankment on the north side of the roadway.



Design Engineer: KBR
Contractor: J.C. Evans Construction
Construction Inspection: PBS&J

Williamson County
Road Bond Program

Williams Drive (DB Wood Rd to FM 3405)
Project No. 09WC706

Original Contract Price = \$11,464,068.41

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/17/2008	1/20/2009	3/2/2009	3/16/2009	10/7/2010		570	0	570

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	3/16/2009	3/31/2009	16	\$409,766.45	\$409,766.45	\$0.00	\$0.00	4	3	\$0.00	\$0.00
2	4/1/2009	4/30/2009	30	\$275,352.93	\$685,119.38	\$0.00	\$0.00	6	8	\$0.00	\$0.00
3	5/1/2009	5/31/2009	31	\$780,300.96	\$1,465,420.34	\$0.00	\$0.00	13	14	\$0.00	\$0.00
4	6/1/2009	6/30/2009	30	\$409,988.45	\$1,875,408.79	\$0.00	\$0.00	16	19	\$0.00	\$0.00
5	7/1/2009	7/31/2009	31	\$439,814.28	\$2,315,223.07	\$0.00	\$0.00	20	24	\$0.00	\$0.00
6	8/1/2009	8/31/2009	31	\$748,866.19	\$3,064,089.26	\$0.00	\$0.00	27	30	\$0.00	\$0.00
7	9/1/2009	9/30/2009	30	\$1,044,554.30	\$4,108,643.56	\$0.00	\$0.00	34	35	\$0.00	\$0.00

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	06/09/2009	-22,295.80	-22,295.80

3H: County Convenience. Cost savings opportunity discovered during construction. This change order adds Item 351, Flexible Pavement Structure Repair (4") to the contract, which will be in lieu of the original Item 351, Flexible Structure Repair (10"). The pavement condition of Williams Drive does not warrant the 10" repair and can be accomplished with a 4" repair.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	09/15/2009	818,430.82	796,135.02

4B: Third Party Accommodation. Third party requested work. This change order upgrades the proposed Chisholm Trail Special Utility District waterline (Segments A and C) from an 18 inch waterline to a 24 inch waterline. This will be funded in full by Chisholm Trail.

Adjusted Price = \$12,260,203.43

PRECINCT 4

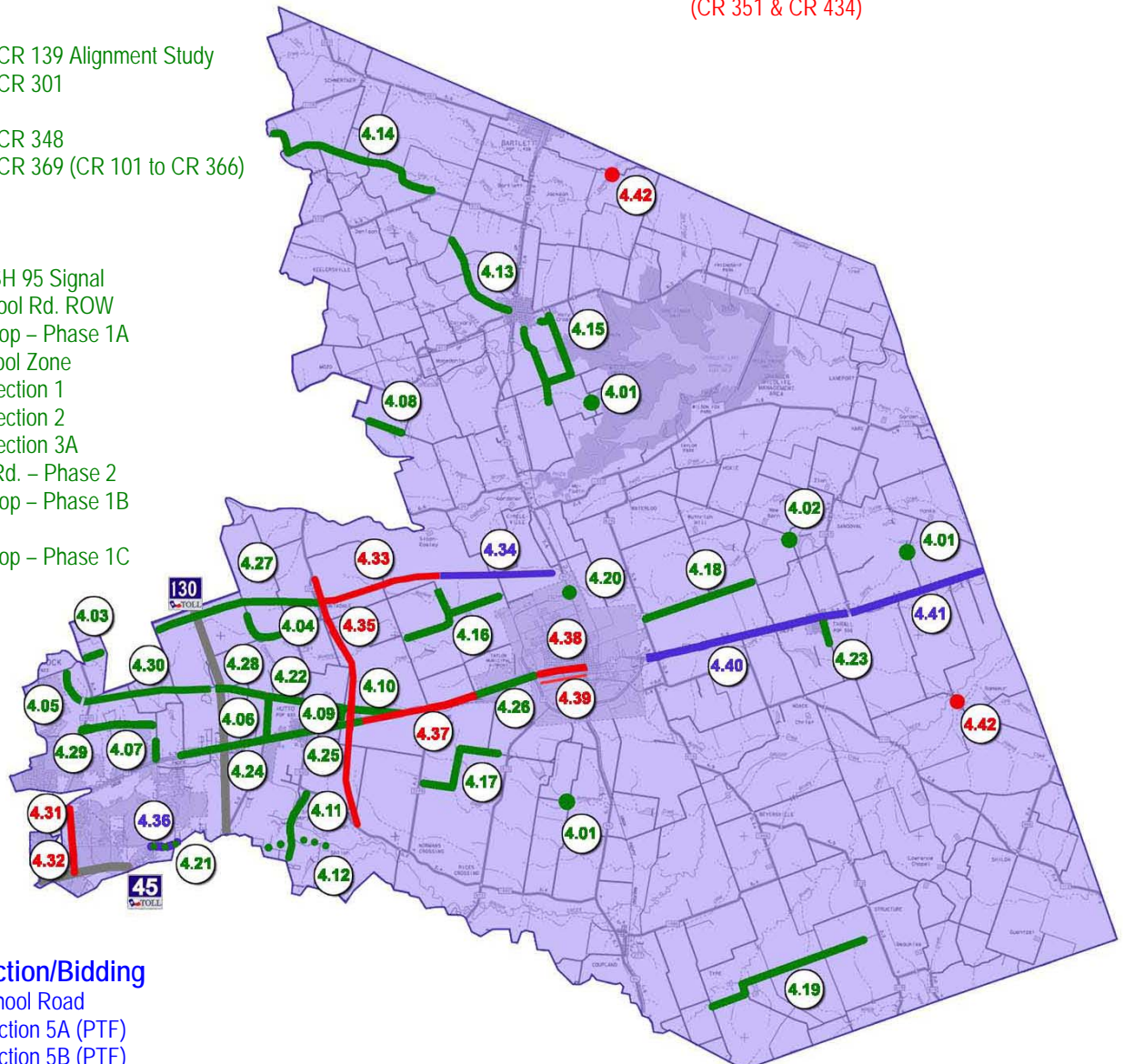
COMMISSIONER MORRISON

Completed/Open to Traffic

- 4.01 Bridge Replacements Phase 1 (CR 406, CR 390, CR 427)
- 4.02 Bridge Replacements Ph. 2A (CR 424)
- 4.03 Chandler Rd. – Phase 1
- 4.04 CR 100
- 4.05 CR 112 – Phase 1
- 4.06 CR 119
- 4.07 CR 122 at US 79
- 4.08 CR 124
- 4.09 CR 132
- 4.10 CR 136
- 4.11 CR 137
- 4.12 CR 138 & CR 139 Alignment Study
- 4.13 CR 300 & CR 301
- 4.14 CR 302
- 4.15 CR 347 & CR 348
- 4.16 CR 368 & CR 369 (CR 101 to CR 366)
- 4.17 CR 404
- 4.18 CR 412
- 4.19 CR 466
- 4.20 FM 37 at SH 95 Signal
- 4.21 Gattis School Rd. ROW
- 4.22 Limmer Loop – Phase 1A
- 4.23 Thrall School Zone
- 4.24 US 79 – Section 1
- 4.25 US 79 – Section 2
- 4.26 US 79 – Section 3A
- 4.27 Chandler Rd. – Phase 2
- 4.28 Limmer Loop – Phase 1B
- 4.29 CR 113
- 4.30 Limmer Loop – Phase 1C

In Design

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



Under Construction/Bidding

- 4.36 Gattis School Road
- 4.40 US 79 Section 5A (PTF)
- 4.41 US 79 Section 5B (PTF)
- 4.34 Chandler Rd. – Phase 3B

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

Original Contract Price = \$1,504,753.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Work Completed</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/6/2008	2/19/2008	4/21/2008	4/30/2008	5/11/2009		210	0	210

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	4/30/2008	4/30/2008	1	\$120,168.90	\$120,168.90	\$13,352.10	\$13,352.10	9	0	\$0.00	\$0.00
2	5/1/2008	5/31/2008	31	\$201,787.20	\$321,956.10	\$22,420.80	\$35,772.90	24	15	\$0.00	\$0.00
3	6/1/2008	6/30/2008	30	\$211,777.20	\$533,733.30	\$23,530.80	\$59,303.70	39	30	\$0.00	\$0.00
4	7/1/2008	7/31/2008	31	\$265,662.00	\$799,395.30	\$29,518.00	\$88,821.70	59	44	\$0.00	\$0.00
5	8/1/2008	9/30/2008	61	\$585,041.28	\$1,384,436.58	\$65,004.59	\$153,826.29	95	73	\$0.00	\$0.00
6	10/1/2008	10/30/08	2	\$123,061.03	\$1,507,497.61	\$-123,061.03	\$30,765.26	100	74	\$0.00	\$0.00

9/28/2009 Comments - The balancing change order has been executed by the County. Final project close-out and release of retainage is pending Contractor submission of Record Drawings and affidavit of all bills paid.

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

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

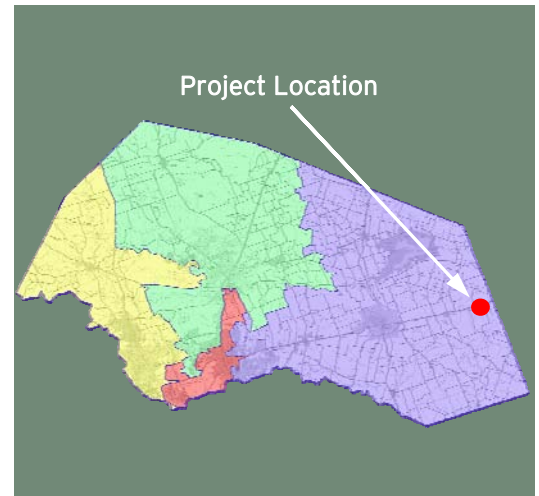
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	10/28/2008	80,498.92	98,387.10

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	09/11/2009	-64,563.83	33,823.27

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). Adjustment of quantities to meet field conditions.

Adjusted Price = \$1,538,576.87



PASS THROUGH FINANCING PROJECT US 79, SECTION 5B

(East of FM 1063 to Milam County Line)

Project Length: 4 Miles

Roadway Classification: Major Arterial

Roadway Section: Four-lane Divided with Shoulders

Structures: Bridge Class Culvert

Project Schedule: July 2008 - June 2010

Estimated Construction Cost: \$17 Million



SEPTEMBER 2009 IN REVIEW

9/7/2009 - Excavation and installation of drainage structures began at various locations on the proposed eastbound lanes. JC Evans completed installation of object markers and MBGF delineators on the newly constructed westbound lanes.

9/14/2009 - JC Evans completed removal of CTB (concrete traffic barrier) utilized for construction of the westbound traffic lanes. Excavation and installation of drainage structures continues at various locations on the proposed eastbound lanes. JC Evans began formwork on the headwall and wings for the downstream end of culvert #11.

9/21/2009 - Installation of precast concrete boxes at various locations under the proposed eastbound lanes continues. JC Evans began installation of drainage pipes at driveways.

9/28/2009 - JC Evans completed the formwork and poured concrete headwall for the south end of culvert #11. Backfill operations continue at various culverts throughout the project. JC Evans began obliteration of the existing eastbound pavement in the full depth reconstruction locations. They also began milling and removing the north edge of the existing eastbound lanes at various locations on project.



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

Williamson County
Pass Through Financing Program



PASS THROUGH FINANCING: US 79, Section 5B (FM 1063 to Milam County Line)**Project No. 08WC607 TxDOT CSJ: 0204-04-042****Original Contract Price = \$16,986,053.49**

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
4/16/2008	4/29/2008	7/11/2008	7/23/2008	6/1/2010		499	0	499

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	7/23/2008	7/31/2008	8	\$57,547.25	\$57,547.25	\$0.00	\$0.00	0	2	\$0.00	\$0.00
2	8/1/2008	8/31/2008	23	\$1,486,551.50	\$1,544,098.75	\$0.00	\$0.00	9	6	\$0.00	\$0.00
3	9/1/2008	9/30/2008	24	\$321,941.62	\$1,866,040.37	\$0.00	\$0.00	11	11	\$0.00	\$0.00
4	10/1/2008	10/31/08	23	\$308,687.50	\$2,174,727.87	\$0.00	\$0.00	13	16	\$0.00	\$0.00
5	11/1/2008	11/30/08	20	\$473,119.00	\$2,647,846.87	\$0.00	\$0.00	16	20	\$0.00	\$0.00
6	12/1/2008	12/31/08	24	\$147,566.05	\$2,795,412.92	\$0.00	\$0.00	16	24	\$0.00	\$0.00
7	1/1/2009	1/31/2009	26	\$502,757.37	\$3,298,170.29	\$0.00	\$0.00	19	30	\$0.00	\$0.00
8	2/1/2009	2/28/2009	24	\$1,005,695.63	\$4,303,865.92	\$0.00	\$0.00	25	34	\$0.00	\$0.00
9	3/1/2009	3/31/2009	25	\$227,189.19	\$4,531,055.11	\$0.00	\$0.00	27	39	\$0.00	\$0.00
10	4/1/2009	4/30/2009	24	\$349,811.28	\$4,880,866.39	\$0.00	\$0.00	29	44	\$0.00	\$0.00
11	5/1/2009	5/31/2009	23	\$2,262,161.67	\$7,143,028.06	\$0.00	\$0.00	42	49	\$0.00	\$0.00
12	6/1/2009	6/30/2009	24	\$383,195.52	\$7,526,223.58	\$0.00	\$0.00	44	54	\$0.00	\$0.00
13	7/1/2009	7/31/2009	23	\$230,817.15	\$7,757,040.73	\$0.00	\$0.00	45	58	\$0.00	\$0.00
14	8/1/2009	8/31/2009	22	\$289,357.32	\$8,046,398.05	\$0.00	\$0.00	47	63	\$0.00	\$0.00
15	9/1/2009	9/30/2009	21	\$691,746.05	\$8,738,144.10	\$0.00	\$0.00	52	67	\$0.00	\$0.00

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	01/23/2009	25,000.00	25,000.00

3M: County Convenience. Other. This change order sets up a force account pay item to pay the contractor for repairing damage to safety appurtenances on the project. 1A: Design Error or Omission. Incorrect PS&E. This change order revises Bid Item #48 from 467-2303 SET (TY II)(24 IN)(CMP)(6:1)(P) to 467-2288 SET (TY II)(24 IN)(RCP)(6:1)(P).

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	06/09/2009	0.00	25,000.00

1A: Design Error or Omission. Incorrect PS&E. This change order revises Bid Item #15 from 340-2014 D-GR HMA (METH) TY-B PG70-22 to 341-2014 D-GR HMA (QC/QA) TY-B PG70-22.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	07/09/2009	22,350.00	47,350.00

1A: Design Error or Omission: Incorrect PS&E. This change order allows the contractor to relocate an existing 8" waterline which is in conflict with proposed ditch grades, per revised cross sections. Waterline was lowered before construction based on original cross sections, which were incorrect.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	07/21/2009	55,234.06	102,584.06

3M: County Convenience. Other. This change order allows Williamson County to adjust the amount of compensation to be paid to the contractor in proportion to the quality of the asphalt pavement produced and placed on the project.

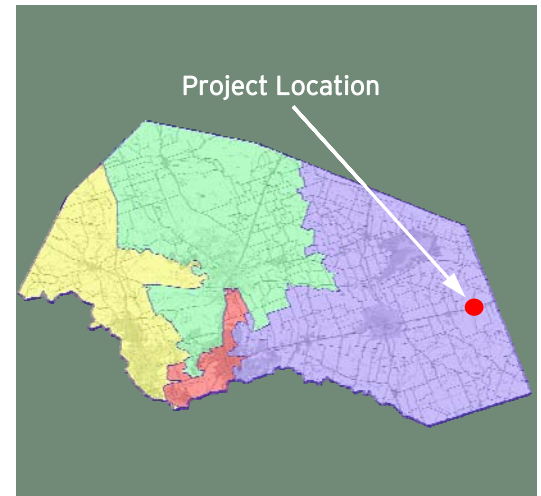
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	07/21/2009	91,768.04	194,352.10

4B: Third Party Accommodation. Third party requested work. TxDOT requested that Culvert #11 be replaced due to its current condition. 1B: Design Error or Omission. Other. Before beginning construction on Culvert #11 it was discovered that a portion of the bottom of the top slab of the three boxes was deteriorated and the box needed to be replaced rather than just extended at each end. 3E: County Convenience. Reduction of future maintenance. Rock riprap is being added in ditches and on slopes to reduce erosion.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
06	09/11/2009	-386,598.20	-192,246.10

3H: County Convenience. Cost savings opportunity discovered during construction. It was determined that a large portion of the eastbound full-depth reconstruction areas could be constructed by simply overlaying the existing pavement with new asphalt. 1A: Design error or omission. Incorrect PS&E. The proposed pavement grades were designed to be lower than the existing grades in an area that called for asphalt level-up and overlay only. Therefore, the contractor was required to revise the method of construction in this area.

Adjusted Price = \$16,793,807.39



PASS THROUGH FINANCING PROJECT US 79, SECTION 5A

(East of Taylor to FM 1063)

Project Length: 6.1 Miles

Roadway Classification: Major Arterial

Roadway Section: Four-lane Divided with Shoulders

Structures: Bridge Class Culverts

Project Schedule: January 2009 - May 2011

Estimated Construction Cost: \$20 Million



SEPTEMBER 2009 IN REVIEW

9/7/2009 - Hunter is processing lime into subgrade west of FM 619 and processing flex base on a section of roadway located east of FM 619. Paving continues on the new westbound lanes from Thrall to a location east of FM 619. Trenching, installation of electrical conduit and formwork for end treatments on drainage structures continue at various locations on project.

9/14/2009 - Hunter completed processing lime into subgrade west of FM 619 and began processing flex base. Paving continues on the new westbound lanes from Thrall to FM 619. Subgrade preparation and grading continues on the proposed eastbound lanes located from Thrall to FM 1063.

9/21/2009 - Processing flex base continues for section of roadway on the east and west side of FM 619. Hunter began milling existing asphalt and excavate for the proposed curb in Thrall. Drilling shafts for illumination foundations continues and began installing illumination poles in Thrall. Installation of safety end treatments continue at drainage structures.

9/28/2009 - Hunter began placing the asphalt foundation under the proposed curb in Thrall and continues processing flex base on the east and west side of FM 619. The paving operation resumed with Hunter laying asphalt on the new westbound lanes between FM 619 and Thrall.



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

Williamson County
Pass Through Financing Program



PRIME
STRATEGIES,
INC.

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

Original Contract Price = \$20,021,693.92

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
10/29/2009	11/18/2008	1/12/2009	7/27/2009	5/18/2011		593	0	593

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	1/27/2009	1/31/2009	4	\$1,072,701.94	\$1,072,701.94	\$0.00	\$0.00	5	1	\$0.00	\$0.00
2	2/1/2009	2/28/2009	20	\$1,522,944.68	\$2,595,646.62	\$0.00	\$0.00	13	4	\$0.00	\$0.00
3	3/1/2009	3/31/2009	22	\$788,518.66	\$3,384,165.28	\$0.00	\$0.00	17	8	\$0.00	\$0.00
4	4/1/2009	4/30/2009	21	\$502,872.77	\$3,887,038.05	\$0.00	\$0.00	19	11	\$0.00	\$0.00
5	5/1/2009	5/31/2009	22	\$757,178.89	\$4,644,216.94	\$0.00	\$0.00	23	15	\$0.00	\$0.00
6	6/1/2009	6/30/2009	22	\$711,613.42	\$5,355,830.36	\$0.00	\$0.00	27	19	\$0.00	\$0.00
7	7/1/2009	7/31/2009	22	\$635,205.99	\$5,991,036.35	\$0.00	\$0.00	30	22	\$0.00	\$0.00
8	8/1/2009	8/31/2009	21	\$1,677,078.01	\$7,668,114.36	\$0.00	\$0.00	38	26	\$0.00	\$0.00
9	9/1/2009	9/30/2009	21	\$1,431,729.03	\$9,099,843.39	\$0.00	\$0.00	47	30	\$0.00	\$0.00

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
01	06/09/2009	5,534.58	5,534.58

2E: Differing Site Conditions(unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for the additional costs associated with plugging three (3) existing hand dug water wells discovered within the ROW limits.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
02	07/28/2009	79,075.00	84,609.58

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This change order allows for the relocation of a waterline that was in conflict with proposed ditch grades and was also under proposed pavement in some areas.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
03	07/13/2009	1,546.07	86,155.65

6C: Untimely ROW/Utilities. Utilities not clear. This change order allows for the contractor to cut, and cap as necessary, existing utility lines that currently run from the Lumpkin property onto the ROW.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
04	09/30/2009	-55,081.50	31,074.15

6C: Untimely ROW/Utilities. Utilities not clear. This change order allows for the contractor to relocate an existing 8" waterline in Thrall that is in conflict with proposed storm sewer pipe. 3H: County Convenience. Cost savings opportunity discovered during construction. Due to a revised paving plan through the City of Thrall, several waterline crossings will not need to be constructed in town.

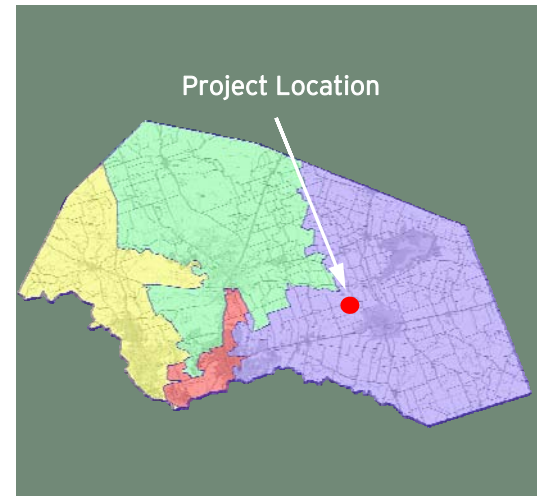
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
05	09/30/2008	-448,146.46	-417,072.31

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. Contractor noted it would be difficult to construct the pavement through Thrall utilizing the original traffic control plans. 3H: County Convenience. Cost savings opportunity discovered during construction. Revising the pavement design through Thrall also allowed for a revised traffic control plan which in turn reduced the overall cost to the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
06	09/30/2009	-48,155.70	-465,228.01

3H: County Convenience. Cost savings opportunity discovered during construction. Place topsoil in lieu of compost manufactured topsoil.

Adjusted Price = \$19,556,465.91



CHANDLER ROAD PHASE 3B (CR 368/369 to SH 95)

Project Length: 4.1 Miles
Roadway Classification: Rural Arterial
Roadway Section: Westbound 2 lanes of an ultimate 4-lane divided arterial

Project Schedule: October 2009 - September 2010
Estimated Construction Cost: \$5.6 Million



SEPTEMBER 2009 IN REVIEW

9/21/2009 - The pre-construction meeting was held on Friday, 9/18/09. A groundbreaking will be held for this project later this month - date and location are being finalized. Chasco returned signed contract documents on 8/19/09. This Court approved award of the construction contract to Chasco on 7/14/09, with a contract amount of \$5,649,034.60.

9/28/2009 - A groundbreaking ceremony will be held this Thursday, 10/1/09 at 9:30 am. Notice to Proceed was issued on 9/21/09, with time charges to begin on 10/1/09.



Design Engineer: Jacobs
Contractor: Chasco Constructors
Construction Observation:
Jerry Jansen, Williamson County

Williamson County
Road Bond Program

Chandler Road Phase 3B (CR 368/369 to SH 95)
Project No. 09WC717

Original Contract Price = \$5,649,034.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
6/24/2009	7/14/2009	9/21/2009	10/1/2009	9/30/2010		365	0	365

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
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9/28/2009 Comments - A groundbreaking ceremony will be held this Thursday, 10/1/09. The pre-construction meeting was held on 9/18/09. Notice to Proceed was issued on 9/21/09, with time charges to begin on 10/2/09.

8/31/2009 Comments - This Court approved award of the construction contract to Chasco on 7/14/09, with a contract amount of \$5,649,034.60. Chasco returned signed contract documents on 8/19/09 and they have been signed by the Judge. The pre-construction meeting will be held in September.

Adjusted Price = \$5,649,034.60

Resolution for condemnation on US 183 extension Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of the US 183 Extension, and take other appropriate action. (Parcel 22-Champion)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Champion Resolution](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 10/08/2009 09:35 AM
Final Approval Date: 10/08/2009

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to 4.726 acres owned by EMOGENE CHAMPION (parcel 22), described by metes and bounds in Exhibit "A", for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of US 183 Extension ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or her designated agent be and she is

hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

BE IT FURTHER RESOLVED that the County Attorney or her designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist her in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted this _____ day of _____, 2009.

Dan A. Gattis
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel No.: 22
Highway: U.S. 183
Limits: From: Riva Ridge Drive
To: State Highway 29

PROPERTY DESCRIPTION FOR PARCEL 22

DESCRIPTION OF A 4.726 ACRE TRACT OF LAND LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 38.24 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO EMOGENE CHAMPION, AS RECORDED IN VOLUME 595, PG. 288, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 4.726 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a "SAM Inc." plastic cap set, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 195+81.76, being in the south line of a called 21.543 acre tract of land, described in the deed to Mark Mason, as recorded in Document No. 2007021745, of the Official Public Records of Williamson County, Texas, same being the north line of said 38.24 acre tract, also being in the proposed east right-of-way line of U.S. Highway 183, a variable width right-of-way, and the **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod found for the east common corner of said 38.24 acre tract and said 21.543 acre tract bears, N 68° 55' 45" E, a distance of 1722.91 feet;

THENCE leaving said common line with said proposed east right-of-way line crossing through the interior of said 38.24 acre tract, the following two (2) courses and distances:

1. with the arc of a curve to the left a distance of 202.81 feet, through a central angle of 00° 35' 13", having a radius of 19,800.00 feet, and whose chord bears S 25° 28' 44" E, a distance of 202.81 feet to a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 197+86.62, for a point of tangency, and
2. S 25° 46' 20" E, a distance of 523.62 feet to a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 203+10.24, from which a 1/2-inch iron rod found for the common east corner of said 38.24 tract and tract of land conveyed to Charles Wesley Craven and Kenneth Dale Craven in an order admitting will to probated and granting letters testamentary recorded June 18, 2007 in the Williamson County, Texas Court Records and being further described as a called 43.0 acre tract of land described in the deed to Ina Dale Craven, as recorded in Volume 595, Page 293, of the Deed Records of Williamson County, Texas, bears N 70° 06' 03" E, a distance of 1953.89 feet;

THENCE leaving said proposed east right-of-way line, with the south line of said 38.24 acre tract and north line of said 43.0 acre tract, S 70° 06' 03" W, a distance of 290.38 feet to a calculated point, in the existing east right-of-way line of said U.S. Highway 183, for the common west corner of said 38.24 acre tract and said 43.0 acre tract;

THENCE with said existing east right-of-way line, N 25° 04' 10" W, a distance of 719.88 feet to a calculated point, for the common west corner of said 38.24 acre tract and said 21.543 acre tract;

THENCE leaving said existing east right-of-way, with the common line of said 38.24 acre tract and said 21.543 acre tract, N 68° 55' 45" E, a distance of 282.01 feet to the **POINT OF BEGINNING** and containing 4.726 acres of land, more or less.

This property description is accompanied by a separate sketch of even date.

All coordinates shown hereon are NAD 83/93 (HARN) State Plane Coordinates adjusted to the surface using a combined scale factor of 1.00012.

THE STATE OF TEXAS

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§
§

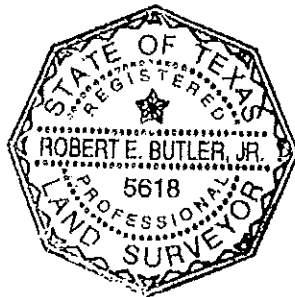
KNOW ALL MEN BY THESE PRESENTS:

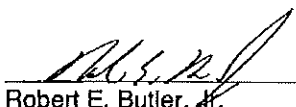
COUNTY OF TRAVIS

That I, Robert E. Butler, Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 26th day of June 2008.

SURVEYING AND MAPPING, Inc.
5508 West Highway 290
Building B
Austin, Texas 78735

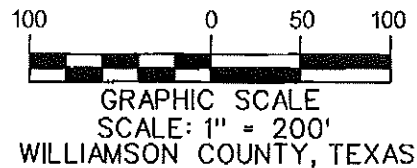



Robert E. Butler, Jr.
Registered Professional Land Surveyor
No. 5618 -- State of Texas

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND UNLESS NOTED
- ⊠ 3/4" IRON ROD W/ SAM INC. ALUMINUM CAP SET IN CONCRETE
- 1/2" IRON ROD W/ SAM INC. PLASTIC CAP SET
- ✕ CHISELED PLUS FOUND
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ 1/2" PIPE FOUND UNLESS NOTED
- ⊕ COTTON SPINDLE FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- R PROPERTY LINE
- () RECORD INFORMATION
- D.R.W.C.TX. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT-OF-BEGINNING

JOHN B. ROBINSON SURVEY ABSTRACT NO. 521

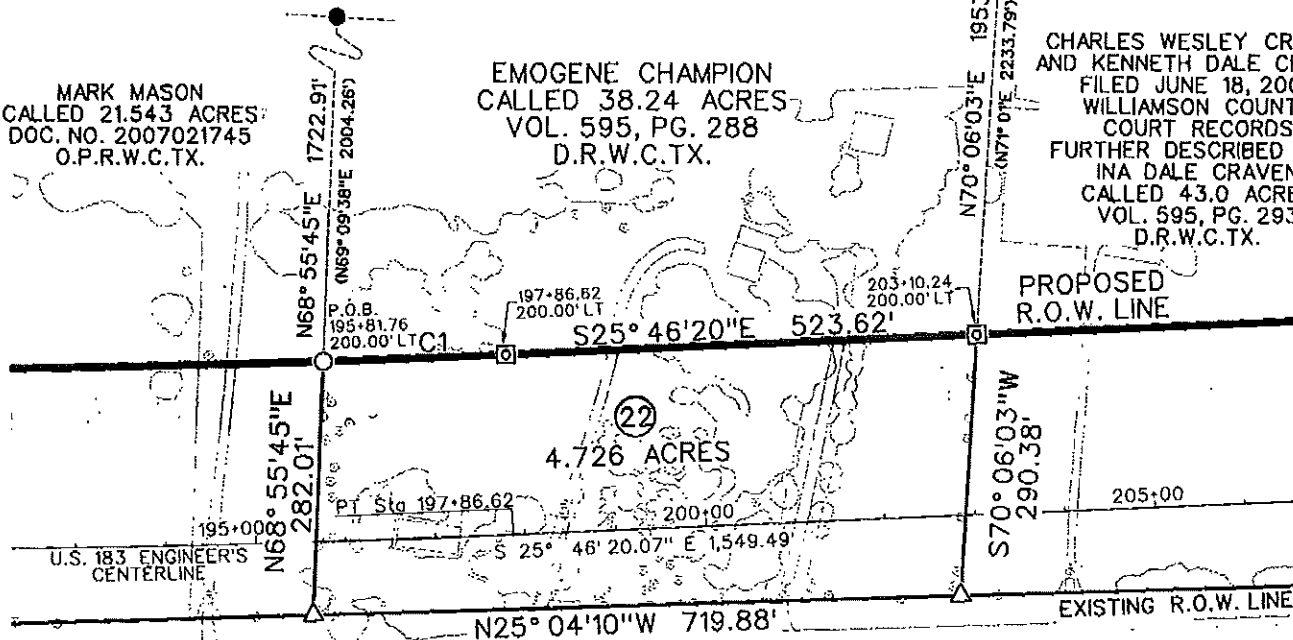


PI Sta 189+71.38
Δ = 4° 40' 24.95" (LT)
D = 0° 17' 11.32"
L = 1,631.39'
T = 816.15'
R = 20,000.00'
PC Sta 181+55.23
PT Sta 197+86.62

CHARLES WESLEY CRAVEN
AND KENNETH DALE CRAVEN
FILED JUNE 18, 2007
WILLIAMSON COUNTY
COURT RECORDS
FURTHER DESCRIBED AS
INA DALE CRAVEN
CALLED 43.0 ACRES
VOL. 595, PG. 293
D.R.W.C.TX.

MARK MASON
CALLED 21.543 ACRES
DOC. NO. 2007021745
O.P.R.W.C.TX.

EMOGENE CHAMPION
CALLED 38.24 ACRES
VOL. 595, PG. 288
D.R.W.C.TX.



U.S. 183
(VARIABLE WIDTH R.O.W.)

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00° 35' 13"	19,800.00'	202.81'	202.81'	S25° 28' 44" E

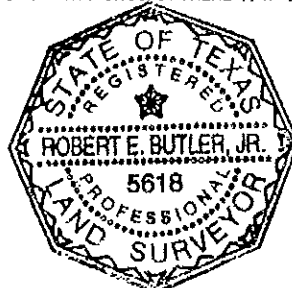
NOTES:

1. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
2. ALL COORDINATES AND BEARINGS ARE BASED UPON NAD 83/93 (HARN) STATE PLANE COORDINATES ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.00012.
3. IMPROVEMENTS SHOWN HEREON ARE BASED UPON SAM, INC. AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.
4. VISIBLE UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES THAT ARE NOT SHOWN.
5. PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ROBERT E. BUTLER, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5618, STATE OF TEXAS

06/26/08
DATE



PAGE 3 OF 3
REF. FIELD NOTE NO. 4762



5508 West Highway 290, Building B
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029

RIGHT-OF-WAY SKETCH
PARCEL
22
WILLIAMSON COUNTY, TEXAS

Resolution for condemnation on US 183 extension Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of the US 183 Extension, and take other appropriate action. (Parcel 24- Champion, Mason and Craven)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Resolution for parcel 24](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 10/08/2009 09:41 AM
Final Approval Date: 10/08/2009

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to 0.811 acres owned by EMOGENE CHAMPION, MICHAEL W. MASON, MARK MASON, CHARLES WESLEY CRAVEN AND KENNETH DALE CRAVEN (parcel 24), described by metes and bounds in Exhibit "A", for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of US 183 Extension ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or her designated agent be and she is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

BE IT FURTHER RESOLVED that the County Attorney or her designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist her in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners.

Adopted this _____ day of _____, 2009.

Dan A. Gattis
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel No.: 24
Highway: U.S. 183
Limits: From: Green Valley Drive
To: ±400 feet north of County Road 213

PROPERTY DESCRIPTION FOR PARCEL 24

DESCRIPTION OF A 0.811 ACRE TRACT OF LAND LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 6.669 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO INA DALE CRAVEN, REX H. MASON, AND EMOGENE CHAMPION AS RECORDED IN DOCUMENT NO. 1999041118, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.811 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 210+52.54, being in the south line of a called 43.0 acre tract of land, described in the deed to Charles Wesley Craven and Kenneth Dale Craven, filed June 18, 2008, Williamson County Court Records, Texas, further described as Ina Dale Craven, as recorded in Volume 595, Page 293, of the Deed Records of Williamson County, Texas, same being the north line of said 6.669 acre tract, also being in the proposed east right-of-way line of said U.S. 183, and the **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod found for an angle point bears N 70° 32' 39" E, a distance of 27.18 feet to a calculated point and N 76° 20' 40" E, a distance of 333.94 feet to said 1/2-inch iron found;

THENCE leaving said common line with said proposed east right-of-way line crossing through the interior of said 6.669 acre tract, S 25° 46' 20" E, a distance of 136.86 feet a 1/2-inch iron rod with a "SAM Inc." plastic cap set, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 211+89.40, marking the south line of said 6.669 acre tract of land, same being the north line of a called 10.557 acre tract, described in the deed to Harold L. Dowdy, Sr. and Johnnie T. Dowdy, as recorded in Document No. 1998046183, of the Official Records of Williamson County, Texas;

THENCE leaving said proposed east right-of-way line, with the common line of said 6.669 acre tract and said 10.557 acre tract, the following two (2) courses and distances:

- 1) S 72° 23' 52" W, a distance of 164.51 feet to a calculated angle point, and
- 2) S 60° 16' 07" W, a distance of 97.21 feet to a calculated point, in the existing east right-of-way line of U.S. 183, a variable width right-of-way;

THENCE with said existing east right-of-way line, N 25° 04' 09" W, a distance of 148.76 feet to a TxDOT Type I concrete monument found, same being in the common line of said 6.669 acre tract and said 43.0 acre tract,

THENCE leaving said existing east right-of-way, with the said common line of, N 70° 32' 40" E, a distance of 259.57 feet to the **POINT OF BEGINNING** and containing 0.811 acres of land, more or less.

This property description is accompanied by a separate sketch of even date.

All coordinates shown hereon are NAD 83/93 (HARN) State Plane Coordinates adjusted to the surface using a combined scale factor of 1.00012.

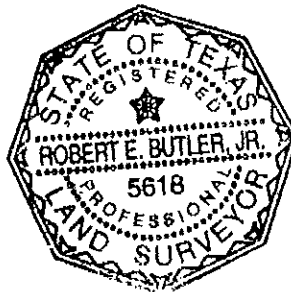
THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

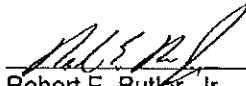
KNOW ALL MEN BY THESE PRESENTS:

That I, Robert E. Butler, Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 26th day of June 2008.

SURVEYING AND MAPPING, Inc.
5508 West Highway 290
Building B
Austin, Texas 78735



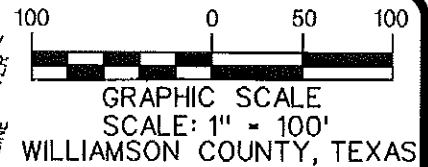

Robert E. Butler, Jr.
Registered Professional Land Surveyor
No. 5618 – State of Texas

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND UNLESS NOTED
- ⊙ 3/4" IRON ROD W/ SAM INC. ALUMINUM CAP SET IN CONCRETE
- ⊙ 1/2" IRON ROD W/ SAM INC. PLASTIC CAP SET
- ✕ CHISELED PLUS FOUND
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ 1/2" PIPE FOUND UNLESS NOTED
- ⊙ COTTON SPINDLE FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- D.R.W.C.TX DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT-OF-BEGINNING
- P.O.C. POINT-OF-COMMENCEMENT

CHARLES WESLEY CRAVEN
AND KENNETH DALE CRAVEN
FILED JUNE 18, 2007
WILLIAMSON COUNTY COURT RECORDS
FURTHER DESCRIBED AS
INA DALE CRAVEN
CALLED 43.0 ACRES
VOL. 595, PG. 293
D.R.W.C.TX.

JOHN B. ROBINSON SURVEY ABSTRACT NO. 521



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N70° 32' 39"E	27.18'
L2	S72° 23' 52"W	164.51'
(L2)	(N73° 39' 55"E)	(198.68')
L3	S60° 16' 07"W	97.21'
(L3)	(N61° 32' 10"E)	(97.21')
L4	N25° 04' 09"W	148.76'
(L4)	(S23° 47' 29"E)	(148.35')

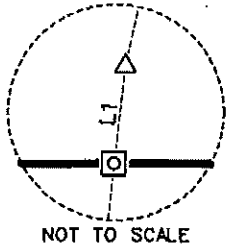
HAROLD L. DOWDY SR. AND
JOHNNIE T. DOWDY
CALLED 10.557 ACRES
DOC. NO. 1998046183
O.R.W.C.TX.

PROPOSED R.O.W. LINE

P.O.B. 210+52.54
200.00' LT
S25° 46' 20"E
136.86'

211+89.40
200.00' LT

DETAIL "A"



U.S. 183 ENGINEER'S CENTERLINE
S 25° 46' 20.07" E 1,549.49

N70° 32' 39"E
259.57'
(S71° 59' W 286.67')

0.811 ACRES

SOUTH SAN GABRIEL RIVER
CENTER LINE

EXISTING R.O.W. LINE

U.S. 183
(VARIABLE WIDTH R.O.W.)

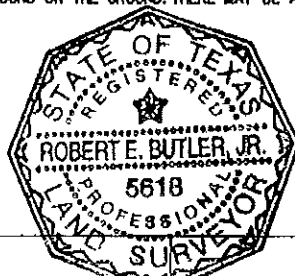
NOTES:

1. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
2. ALL COORDINATES AND BEARINGS ARE BASED UPON NAD 83/93 (HARN) STATE PLANE COORDINATES ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.00012.
3. IMPROVEMENTS SHOWN HEREON ARE BASED UPON SAM, INC. AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.
4. VISIBLE UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES THAT ARE NOT SHOWN.
5. PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ROBERT E. BUTLER, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5618, STATE OF TEXAS

06/26/08
DATE



PAGE 3 OF 3
REF. FIELD NOTE NO. 4595



5508 West Highway 290, Building 800
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029

RIGHT-OF-WAY SKETCH
PARCEL
24
WILLIAMSON COUNTY, TEXAS

Interlocal Agreement for CR 269

Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing the County Judge to execute an Interlocal Agreement with the City of Leander for the construction, operation and maintenance of the extension of CR 269.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Interlocal Agreement for CR 269](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 10/08/2009 09:44 AM
Final Approval Date: 10/08/2009

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this 19th day of February, 2009, by and between WILLIAMSON COUNTY, (the "County") and the CITY OF LEANDER, (the "City") , political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the County and the City desire to participate in the construction, operation and maintenance of the extension of CR 269, a major arterial, from US 183 at Old 2243 eastbound to the current terminus of CR 269, east of 183A, (the "Project"); and

WHEREAS, the County has entered into a Development Agreement with Transit Village, Ltd. ("Developer"), the owner of adjacent land, under which the Developer agrees to design and acquire all right-of-way for the Project and the County agrees to construct the Project as designed; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I.

FINDINGS

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by each party.

2. **Project.** The County and Developer have entered into a Development Agreement wherein Developer will design, to the American Association of State Highway and Transportation Officials (AASHTO) roadway design specifications, a four-lane, curbed-and-guttered arterial, at the location

shown on Exhibit "A", attached hereto and incorporated herein . After the City has approved the design of the Project, the County will construct said Project pursuant to said AASHTO standards.

II.

Party Responsibilities

1. **Engineering Plans and Specifications.** The County, in concert with the Developer, will be responsible for contracting with qualified engineering firms to obtain the engineering design, plans and specifications for the Project. The Developer will coordinate and be responsible for the provision of all rights-of-entry, drainage easements, and other appurtenances necessary for the Project within its properties.
2. **City Responsibility.** The City shall be responsible for operating and maintaining the Project after the Project is complete. All rights-of-way and related easements shall be conveyed to the City prior to the City's acceptance of the Project.
3. **County Responsibility.** The County shall be responsible for the construction of four-lane, curbed-and guttered roadway, designed pursuant to the American Association of State Highway and Transportation Officials (AASHTO) roadway design specifications at the location shown on Exhibit "A". The County agrees to assign any and all warranties related to the Project to the City when the City assumes operation and maintenance of the Project.

III.

Term of Agreement and Renewal

Term of Agreement. The term of this Agreement shall begin as of the date the last party signs this Agreement, and extend for five years or until the Project is accepted by the City.

IV.

General and Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and Williamson County regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between

the Parties.

2. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein.

3. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither the City nor Williamson County waives, modifies, or alters 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.

4. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.

5. **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 their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

6. **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.

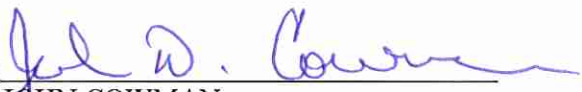
7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

WILLIAMSON COUNTY

By: _____
DAN A. GATTIS
County Judge
Williamson County, Texas

CITY OF LEANDER

By:  _____
JOHN COWMAN
MAYOR

Real Estate Contract for CR 313

Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Alfonso Gonzalez for ROW needed on CR 313.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [CR 313 Real Estate Contract](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 10/08/2009 09:47 AM
Final Approval Date: 10/08/2009

REAL ESTATE CONTRACT
CR 313 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by ALFONSO GONZALEZ (referred to in this Contract as "Seller") and the COUNTY OF WILLIAMSON, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.466 acre tract of land, more or less, out of the Isaac Bunker Survey, Abstract No. 54, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property, and compensation for any damages to the remaining property of Seller, shall be the sum of SEVEN THOUSAND THREE HUNDRED FORTY and 00/100 Dollars (\$7,340.00).

2.01.1. As Additional Compensation Purchaser shall pay the amount of ONE THOUSAND EIGHT HUNDRED and 00/100 Dollars (\$1,800.00) for the replacement or relocation of any fencing on the property and as compensation for any additional damages to the remaining property of Seller

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation, if any, shall be payable in cash at the closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before September 28, 2009, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title or other property interest in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."

(3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided in Article IX hereof. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

**ARTICLE VIII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

**ARTICLE IX
MISCELLANEOUS
Notice**

9.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

9.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

9.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

9.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

9.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

9.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

9.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

9.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

SELLER:



Alfonso Gonzales

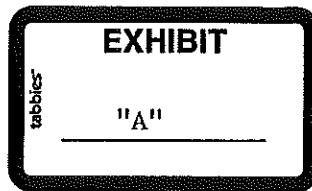
Address: 1601 County Rd 313
Jarrell Tx 78741

Date: 10-04-2005

PURCHASER:

County of Williamson, Texas

By: _____
Dan A. Gattis, County Judge
Date: _____



METES AND BOUNDS DESCRIPTION

FOR A 0.466 ACRE TRACT OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 2.00-ACRE TRACT OF LAND CONVEYED TO ALFONSO GONZALEZ, AS DESCRIBED IN DOCUMENT NO. 2008012357 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.466-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found on the southeast corner of said 2.00-acre GONZALEZ tract, same being on the southwest corner of a called 0.224-acre tract of land (Tract 4) conveyed to WILLIAMSON COUNTY as recorded in Document No. 2007103242 of the Official Public Records of Williamson County, Texas, same being on a point in the existing northerly right-of-way line of COUNTY ROAD No. 313 (right-of-way width varies), monumenting the POINT OF BEGINNING and southeast corner hereof, BEARING BASIS: NAD-83 (1993), TEXAS CENTRAL (4203), STATE PLANE SYSTEM for this description;

THENCE with the southerly boundary line of said 2.00-acre GONZALEZ tract, same being with said existing northerly right-of-way line of COUNTY ROAD No. 313, S68°44'57"W for a distance of 296.08 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" on the southwest corner of said 2.00-acre GONZALEZ tract, same being on the southeast corner of a called 1.259-acre tract of land (Tract 3) conveyed to WILLIAMSON COUNTY as recorded in said Document No. 2007103242, monumenting the southwest corner hereof;

THENCE with the westerly boundary line of said 2.00-acre GONZALEZ tract, same being with the easterly boundary line of said 1.259-acre WILLIAMSON COUNTY tract, N25°44'06"W for a distance of 68.13 feet to a 1/2" iron rod found with cap marked "RPLS 2475" on the northeast corner of said 1.259-acre WILLIAMSON COUNTY tract, same being on the southeast corner of LOT 14, BLOCK 25, FINAL PLAT OF SONTERRA WEST SECTION 8-C, a subdivision as recorded in Cabinet EE, Slide 325 of the Plat Records of Williamson County, Texas, monumenting the northwest corner hereof, from which a 60D NAIL found in the top of a fence corner post monumenting the northwest corner of said 2.00-acre GONZALEZ tract, bears N25°44'06"W for a distance of 227.02 feet;

THENCE through the interior of said 2.00-acre GONZALEZ tract, N68°29'27"E for a distance of 295.84 feet to a 1/2" iron rod found with cap marked "RPLS 2475" on a point in the easterly boundary line of said 2.00-acre GONZALEZ tract, same being on the northwest corner of aforementioned 0.224-acre WILLIAMSON COUNTY tract, same being on the southwest corner of the remnant portion of a called 25.98-acre tract of land conveyed to THERON VAUGHAN and, ELLIE VAUGHAN as recorded in Document No. 2005041228 of the Official Public Records of Williamson County, Texas, monumenting

the northeast corner hereof, from which a 1/2" iron rod found with cap marked "RPLS 2475" monumenting the northeast corner of said 2.00-acre GONZALEZ tract, bears N25°51'13"W for a distance of 226.61 feet;

THENCE with said easterly boundary line of the 2.00-acre GONZALEZ tract, same being with the westerly boundary line of said 0.224-acre WILLIAMSON COUNTY tract, S25°51'13"E for a distance of 69.48 feet to the POINT OF BEGINNING hereof and containing 0.466 acre of land more or less.

◇ *DIAMOND SURVEYING, INC.*
P.O. BOX 1937, GEORGETOWN, TX 78627
(512) 931-3100

Sh Shafer JUNE 16, 2009
SHANE SHAFER, R.P.L.S. NO. 5281 DATE
CR 313 GONZALEZ TRACT



FOR A 0.466 ACRE TRACT OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 2.00--ACRE TRACT OF LAND CONVEYED TO ALFONSO GONZALEZ BY INSTRUMENT RECORDED IN DOCUMENT NO. 2008012357, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

1) BEARING BASIS:
NAD-83(1993), TEXAS CENTRAL (4203),
STATE PLANE.

2) ALL DOCUMENTS LISTED HEREON ARE
RECORDED IN THE OFFICE OF THE
COUNTY CLERK OF WILLIAMSON COUNTY
TEXAS.

ALFONSO GONZALEZ
(2.00 ACRES)
DOC. NO. 2008012357

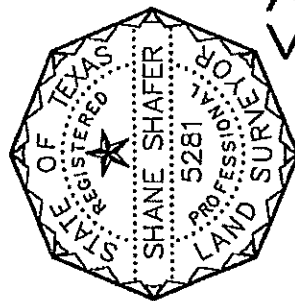
THERON VAUGHAN AND,
 ELLIE VAUGHAN
 REMNANT PORTION OF A
 CALLED 25.98 ACRES
 DOC. NO. 2005041228
 N25

FINAL PLAT OF
SONTERRA WEST
SECTION 8-C
CAB. EE, SL, 325
23
22

DOC. NO. 2007.03242
CALLED EXHIBIT 3
WILLIAMSON COUNTY
TRACT 3
3.506 AC
TRACT 5
SERECT
24242
NEW NORTHLY
OF-WAY LINE
SCALE: 1"= 100'

LEGEND

- = CAPPED IRON ROD SET
 ● = BOUNDARY MONUMENT FOUND
 ▲ = 60D NAIL FOUND IN TOP OF POST



DIAMOND SURVEYING, INC.
P.O. BOX 1937, GEORGETOWN, TX 78627
(512) 931-3100

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision, completed on June 15, 2009. At the time of this survey there were no encroachments, conflicts, or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed without benefit of title report and shows only the easements which the surveyor was aware of at the time of this survey. USE OF THIS SURVEY FOR ANY PURPOSE BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

Shaw & Shaw

JUNE 16, 2009

SHANE SHAFER, R.P.L.S. NO. 5281

DATE:

Real Estate Contract for RM 2338

Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Arlin and Catherine Thomsen for ROW needed on RM 2338.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Real Estate Contract for RM 2338](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 10/08/2009 09:50 AM
Final Approval Date: 10/08/2009

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ARLIN R. THOMSEN AND CATHERINE J. THOMSEN, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.367 acre tract of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 27); and

Waterline easement interest in and to that certain 0.200 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 27WE); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The purchase price for the Property shall be the sum of FORTY SEVEN THOUSAND FOUR HUNDRED FIVE and 00/100 Dollars (\$47,405.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before October 26, 2009, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, deliver a duly executed and acknowledged Waterline Easement to Chisholm Trail Special Utility District in and across the Property described in Exhibit "B", free and clear of any liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.
- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

The deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The waterline easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VIII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

ARTICLE IX MISCELLANEOUS

Notice

9.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

9.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

9.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

9.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

9.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

9.06. Time is of the essence in this Contract.

Gender

9.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

9.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

9.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction, upon full execution of this contract. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

[signature page follows]

SELLER:

Arlin R. Thomsen
Arlin R. Thomsen

Date: 10-2-09

Address: 105 Meadows Dr
Georgetown, TX
78633

Catherine J. Thomsen
Catherine J. Thomsen

Date: 10-2-09

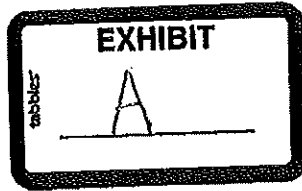
Address: 105 Meadows Dr.
Georgetown, TX 78633

PURCHASER:

County of Williamson

By: _____
Dan A. Gattis, County Judge
Date: _____

710 Main Street, Suite 101
Georgetown, Texas 78626



Page 1 of 4
PARCEL 27
March 4, 2009

County: Williamson
Parcel No.: 27
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 27

BEING 0.367 of an acre (15,995 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of Lot 4A of Resubdivision of Lot 2, Block Three, Northlake, Section E, a subdivision of record in Cabinet K, Slide 108, of the Plat Records of Williamson County, Texas, said Lot 4A having been conveyed to Arlin R. Thomsen and Catherine J. Thomsen by deed as recorded in Volume 2330, Page 189, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of January, 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found at the intersection of the Southwest line of Oakland Road and the Northwest line of Meadow Drive, marking the most easterly corner of the above-referenced Lot 4A;

THENCE, along the Southeast line of the said Lot 4A, being the Northwest line of Meadow Drive, S 40°44'15" W, 667.14 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete) on the proposed Northeast line of Ranch to Market Highway No. 2338, 124.72 feet left of station 445+99.56, for the most easterly corner and Point of BEGINNING hereof;

- 1) THENCE, along the Northwest line of Meadow Drive S 40°44'15" W, 52.82 feet to an iron pin found at the intersection of the said Northwest line of Meadow Drive and the existing Northeast line of RM 2338, for the Southeast corner hereof;
- 2) THENCE, along the said existing Northeast line of RM 2338, S 88°13'00" W, 71.93 feet to an iron pin found at the beginning of a curve to the right;
- 3) Along the said curve having a radius of 1,870.08 feet, a Central Angle of 5°58'03" and Long Chord bears N 49°08'45" W, 194.68 feet for an arc distance of 194.77 feet to a TxDOT Type I Concrete Marker found;
- 4) THENCE, N 45°08'00" W, 169.08 feet to an iron pin found marking the most westerly corner of the said Lot 4A, being the most southerly corner of Lot 3A at the said Resubdivision of Lot 2 of Block Three, Northlake, Section E, said Lot 3A having been conveyed to Brad Allen and wife, Nancy Allen, by deed recorded as Document No.

- This property description is accompanied by a separate parcel plat.

Access is permitted to the highway facility from the remainder of the abutting property.

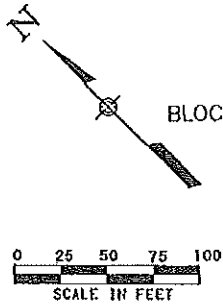
STATE OF TEXAS }
COUNTY OF WILLIAMSON } KNOW ALL MEN BY THESE PRESENTS:

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 18th day of March, 2008 A.D.

Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas



PLAT TO ACCOMPANY PARCEL DESCRIPTION



RESUBDIVISION OF LOT 2
BLOCK THREE, NORTH LAKE, SECTION E
CABINET K SLIDE 108-109

LEWIS P. DYCHES SURVEY
Abstract # 171

BASELINE CURVE DATA

PI STATION = 447+96.24
N = 10233773.60 E = 3104058.80
DELTA = 28° 23' 00" (LT)
DEGREE OF CURVE = 2° 06' 51"
TANGENT = 685.32
LENGTH = 1,342.49
RADIUS = 2,710.00
LONG CHORD = 1,328.81
CHORD BEAR = S 59° 14' 33" E
PC STATION = 441+10.92
N = 10234257.76 E = 3103573.78
PT STATION = 454+53.41
N = 10233578.20 E = 3104715.68

(25)
LOT 3A
BRAD ALLEN
and wife, NANCY ALLEN
9849794

(27)
LOT 4-A
ARLIN R THOMSEN
and CATHERINE J THOMSEN
Vol 2330 Page 189

R= 2635.00
D= 7°52'59"
A= 362.53'
C= 362.25'
S 50°14'15" E

POB
Parcel 27
445+99.56
124.72

N 49° 37' 45" E
28.28'

441+89.80
75.00
Existing Channel
Easement 476/57

(N 45° 05' W 169.26')
0.367 AC
15,995 Sq. Ft.
N 45° 08' 00" W
169.08'

(R= 1870.08)
(N 48° 06' W)
(C= 197.39')
(A= 197.49')

N 83° 00' 30" E
74.00'
445+42.66
75.00

R.M. 2338

0.172 AC
7,478 Sq. Ft.
20' Road Widening
Easement L/27

R= 1870.08
D= 5°58'03"
A= 194.77'
C= 194.68'
Ch Br= N 49° 08' 45" W

PAGE 3 OF 4

STEGEROBIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

ARLIN R. THOMSEN and
CATHERINE J. THOMSEN



© 2003 by Texas Department of Transportation
All rights reserved.

SCALE:

1"= 100'

CSJ #:

2211-01-023

PROJECT:

RM 2338

COUNTY:

WILLIAMSON

PARCEL: 27

Plat 1 of 2

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊗ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊗ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ⊕ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

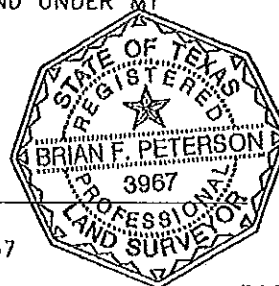
NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

[Signature]
3/16/09
BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS



PAGE 4 OF 4

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

ARLIN R. THOMSEN and
CATHEREINE J. THOMSEN



Texas Department of Transportation
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All Rights Reserved

SCALE:
1" = 100'

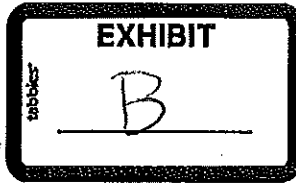
CSJ #:
2211-01-023

PROJECT:
RM 233B

COUNTY:
WILLIAMSON

PARCEL: 27
Plot 2 of 2

STATE OF TEXAS
COUNTY OF WILLIAMSON



0.200 ACRE SITUATED IN
LEWIS P. DYCHES SURVEY
ABSTRACT 171
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.200 ACRE (8,699 SQUARE FEET) TRACT SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT 171, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF LOT 4A, RESUBDIVISION OF LOT 2, BLOCK THREE, NORTHLAKE SECTION E, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN CABINET K, SLIDES 108-109 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the southeast line of said Lot 4A, same being the northwest right-of-way line of Meadow Drive, a 50-foot wide right-of-way according to the plat of North Lake Estates, a subdivision according to the plat of record in Cabinet H, Slides 354-370 of the Plat Records of Williamson County, Texas and the proposed northeast right-of-way line of Ranch to Market Road No. 2338, a proposed 150-foot wide right-of-way, and from which a 1/2-inch iron rod found for an angle point in said southeast line of Lot 4A and said northwest right-of-way line of Meadow Drive, bears S40°44'19"W a distance of 52.82 feet;

THENCE leaving said southeast line of Lot 4A and said northwest right-of-way line of Meadow Drive, crossing said Lot 4A, with said proposed northeast right-of-way line of R.M. 2338, the following two (2) courses and distances:

1. S83°00'29"W a distance of 74.00 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found for a non-tangent point of curvature to the right, and
2. with the arc of said curve to the right a distance of 362.53 feet, said curve having a radius of 2635.00 feet, a central angle of 07°52'59", and a chord bearing N50°14'14"W a distance of 362.25 feet to a point at the intersection of said proposed northeast right-of-way line of R.M. 2338 and the northwest line of said Lot 4A, same being the southeast line of Lot 3A of said Resubdivision of Lot 2, Block Three, Northlake Section E, and from which a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found bears S00°28'35"W a distance of 0.38 feet, also a 1/2-inch iron rod found in the existing northeast right-of-way line of R.M. 2338 for the west corner of said Lot 4A, same being the south corner of said Lot 3A, bears S49°37'44"W a distance of 28.28 feet;

THENCE leaving said proposed northeast right-of-way line of R.M. 2338, with said northwest line of Lot 4A and said southeast line of Lot 3A, N49°37'44"E a distance of 20.11 feet to a non-tangent point of curvature to the left;

THENCE leaving said northwest line of Lot 4A and said southeast line of Lot 3A, crossing said Lot 4A with a line being 20-feet northeast of and parallel to said proposed northeast right-of-way line of R.M. 2338 the following three (3) courses and distances:

1. with the arc of said curve to the left a distance of 349.88 feet, said curve having a radius of 2615.00 feet, a central angle of 07°39'58", and a chord bearing S50°10'28"E a distance of 349.62 feet,
2. N83°00'29"E a distance of 75.17 feet, and
3. S49°15'41"E a distance of 8.73 feet to a point in said southeast line of Lot 4A and said northwest line of Meadow Drive;

THENCE with said southeast line of Lot 4A and said northwest line of Meadow Drive, S40°44'19"W a distance of 20.13 feet to said POINT OF BEGINNING and containing 0.200 acre.

THE STATE OF TEXAS

§
§
§

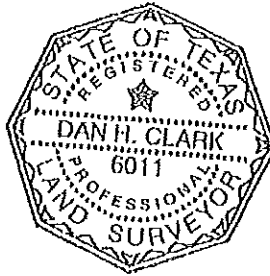
KNOW ALL MEN BY THESE PRESENTS:


COUNTY OF TRAVIS

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of July 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 28th day of August 2009, A.D.

Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759

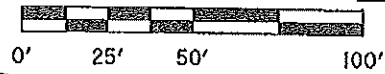


 8/28/2009
Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(27)-26424.dgn, dated August 28, 2009, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.

GRAPHIC SCALE 1"=50'



LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171

LEGEND:

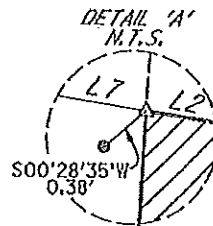
- 1/2" IRON ROD FOUND W/CAP "TX001"
- △ CALCULATED POINT
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION

EXISTING R.O.W.

R.M. 2338
C.S. 1, 2001-01-023
(PROP. 100' R.O.W.)

PROPOSED WATER
LINE ESMT.
0.200 AC.
8,699 SQ. FT.

LOT 4A



RESUBDIVISION OF LOT 2,
BLOCK THREE
NORTHLAKE SECTION E
CAB. K, SLIDES 108-109
P.R.W.C.T.

CURVE	RADIUS	DELTA	LENGTH	BEARING	DISTANCE
C1	2635.00'	07° 52' 59"	362.53'	N 50° 14' 14" W	362.25'
C2	2615.00'	07° 39' 58"	349.88'	S 50° 10' 28" E	349.62'

LINE	BEARING	DISTANCE
L1	S 83° 00' 29" W	74.00'
L2	N 49° 37' 44" E	20.11'
L3	N 83° 00' 29" E	75.17'
L4	S 49° 15' 41" E	8.73'
L5	S 40° 44' 19" W	20.13'
L6	S 40° 44' 19" W	52.82'
L7	S 49° 37' 44" W	26.28'

P.O.B.

MEADOW DRIVE
(50' R.O.W.)
CAB. H, SLIDES 354-370
P.R.W.C.T.

EXISTING R.O.W.

PROP. R.O.W.



HALFF

4039 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5350
TEL (512) 252-8184
FAX (512) 252-8141

PARCEL 27
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO:
26424

DATE:
8/28/2009

ACCOMPANYING FILE NAME:
SV-LD-P27-26424.doc

SKETCH BY:
KKH

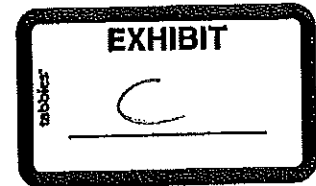
8,699 SQUARE FEET
~ 0.200 ACRE
SITUATED IN THE
LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171
WILLIAMSON COUNTY, TEXAS

AUS/2W/200908_8-5x11.plt

Design

8/28/2009 3:25:51 PM 08/21/12HALFF

I:\260000\26424\CAD\Survey\SD01-S(27)-26424.dwg



SPECIAL WARRANTY DEED
RM 2338 Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed RM 2338 improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That ARLIN R. THOMSEN AND CATHERINE J. THOMSEN, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.367 acre tract of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 27)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantors reserve all of the oil, gas and other minerals in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of RM 2338, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2009.

GRANTOR:

Arlin R. Thomsen

Catherine J. Thomsen

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2009 by Arlin R. Thomsen and Catherine J. Thomsen, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

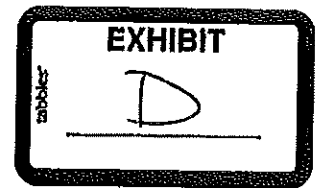
PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S ADDRESS:

Williamson County Courthouse
701 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:



WATER LINE EASEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

DATE: _____, 2009

GRANTOR: ARLIN R. THOMSEN and CATHERINE J. THOMSEN

GRANTOR'S MAILING ADDRESS: _____

GRANTEE: Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas

GRANTEE'S MAILING ADDRESS: P. O. Box 249
Florence, Texas 76527

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

GRANT: Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the "Water Line Easement") in, upon, under, over the Water Line Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

DESIGNATION OF COURSE: The "Water Line Easement Tract" is defined as a tract of land upon, across, over and under the following described real property:

Approximately 0.779 acre of land, more or less, more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes.

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all improvements, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) no subsurface utilities of any kind shall be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

Representations of Grantor: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive, unless otherwise authorized by Grantee in writing.

Habendum: To HAVE AND HOLD the Water Line Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Waterline Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2009.

GRANTOR:

Arlin R. Thomsen

Catherine J. Thomsen

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009, by Arlin R. Thomsen and Catherine J. Thomsen, in the capacity and for the purposes and consideration recited herein.

(Seal and Expiration)

Notary Public, State of Texas

After recording return to:
Chisholm Trail Special Utility District
P.O. Box 249
Florence, Texas 78727

WC Long Range Transportation Plan Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Bob Daigh
Department: Unified Road System
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider adoption of Williamson County Long Range Transportation Plan.

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: Nickey Lawrence
Started On: 10/08/2009 11:51 AM
Final Approval Date: 10/08/2009

Discuss Right Of Way Acquisition with TXDOT & Williamson County Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Lydia Linden, Unified Road System
Department: Unified Road System
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss Right Of Way Acquisition Project FM 112, Brushy Creek Relief, agreement between Williamson County and TXDOT

Background

This is a contract agreement with TXDOT and Williamson County to purchase Right Of Way for FM 112 Bridge, Brushy Creek Relief. The agreement being that Williamson County pay 10% of the cost of ROW Purchase. Total to Williamson County being \$8520.70

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [TXDOT ROW Acquisition](#)

Form Routing/Status

Form Started By: Lydia Linden Started On: 10/07/2009 09:31 AM
Final Approval Date: 10/07/2009

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09/11/2008

WILLIAMSON COUNTY UNIFIED ROAD
SYSTEM 1295310
3151 SE INNER LOOP STE B
GEORGETOWN 78626-6343

#G18710984

(1) CATERPILLAR INC CS54 SOIL SMOOTH DRUM COMPACTOR

MACHINE SPECIFICATIONS

Description
CS54 VIBRATORY COMPACTOR
FREQUENCY, DUAL
DRUM, SMOOTH
SCRAPER, STEEL, FRONT + REAR
PLATFORM, ROPS/FOPS
SEAT, SUSPENSION, VINYL
OIL, HYDR, FACTORY FILLED
INSTRUCTIONS, ENGLISH
TIRES, FLOTATION, 8PR
GAUGE, VIBRATIONS PER MINUTE
INLAND FREIGHT
DOMESTIC TRUCK
PRODUCT LINK, PL321

BuyBoard Sales Price

USD \$ 109,191

Includes:

Manuals – Service & Maint.
Delivery
12 months no Charge Field Service
Beacon

Optional Warranty (STD Warranty 6 months unlimited hours)

12 months Total Machine and 36 months / 5000 Powertrain & Hydraulics - \$1,525.00
6 months Total Machine and 60 months/5000 hours Powertrain & Hydraulics- \$3,111.00
60 months Total Machine ~~\$3,855.00~~

Repurchase Agreement

36 months or 5,000 hours - \$45,750.00
60 months or 7,500 hours - \$32,650.00

\$ 113,046.00

Delivery – December/January ARO

Your Caterpillar dealer from the Red River to the Rio Grande
Call 1-800-275-4658 for the HOLT CAT store nearest you, or visit our website
WWW.HOLTCAT.COM

Compact Equipment

Machines

- » Articulated Trucks
- » Backhoe Loaders
- » Cold Planers
- » Compactors
- » Feller Bunchers
- » Forest Machines
- » Forwarders
- » Harvesters
- » Hydraulic Excavators
- » Industrial Loaders
- » Knuckleboom Loaders
- » Lift Trucks
- » Material Handlers
- » Motor Graders
- » Multi Terrain Loaders
- » Off-Highway Tractors
- » Off-Highway Trucks
- » Paving Equipment
- » Pipelayers
- » Road Reclaimers
- » Scrapers
- » Skidders
- » Skid Steer Loaders
- » Telehandlers
- » Track Loaders
- » Track-Type Tractors
- » Underground Mining
- » Wheel Dozers
- » Wheel Excavators
- » Wheel Loaders

Work Tools

Engines

Power Generation

Rental Power

Turbines

Parts

Used Equipment

Electronics

Technology

OEM Solutions

Gifts & Apparel

CS54 VIBRATORY SOIL COMPACTOR

Overview

Specifications

Benefits & Features

Optional Equipment

SPECIFICATIONS

Units: **US** | Metric

Weights

Operating Weight w/ROPS/FOPS	23120 lb
Weight at Drum w/ROPS/FOPS	12280 lb
Operating Weight without ROPS/FOPS	22635 lb
Weight at Drum without ROPS/FOPS	12148 lb
Shipping weight w/ROPS/FOPS	22945 lb
Shipping weight without ROPS/FOPS	22460 lb

Operating Specifications

Drum Width	84 in
Travel Speed (Maximum)	6.9 mph
Turning Radius Inside Drum Edge	145 in
Turning Radius Outside Drum Edge	229 in
Ground Clearance	20.3 in
Curb Clearance	20.3 in

Engine

Gross Power	130 hp
Engine Model	Cat C4.4 with ACERT Technology
Net Power - EEC 80/1269	121.6 hp
Net Power - ISO 9249	121.6 hp
Net Power - SAEJ1349	120.3 hp
Bore	4.13 in
Stroke	5 in

Dimensions

Drum Diameter - Over Drum	60.4 in
Overall Length	219 in
Overall Width	90 in
Height w/ROPS/FOPS	121 in.
Wheelbase	114 in

Tires

Tires	23.1" x 26" 8-ply flotation
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Service Refill Capacities

Fuel Tank Capacity	53 gal
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BUILD & QUOTE

Configure your machine and get price estimate

» Launch Application

Locate Your Dealer

Get in touch with your local dealer for more information.

» Locate Your Dealer

Vibratory System

Nominal Amplitude - High	.071 in
Nominal Amplitude - Low	.033 in
Centrifugal Force Maximum	52600 lb
Centrifugal Force Minimum	30000 lb

Participation Agreement for Wyoming Springs Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Gary Boyd, Parks
Submitted For: Gary Boyd
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action on Participation Agreement for the Williamson County Road Bond Program for mitigation on Wyoming Springs expansion project; this project is in conjunction with the City of Round Rock.

Background

This is a modification of an earlier Participation Agreement that included the extension of Creek Bend. The application to participate in the county's 10(a) permit was scaled back to include only the Wyoming Springs part of the project. This is due to complications created by inclusion of federal funds for the Creek Bend portion. The Creek Bend project will come back as a separate application.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Wyoming Springs Participation Agreement](#)

Form Routing/Status

Form Started By: Gary Boyd Started On: 10/02/2009 09:56 AM
 Final Approval Date: 10/06/2009



WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN

PARTICIPATION AGREEMENT

This **WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN PARTICIPATION AGREEMENT** (this "Participation Agreement") dated _____, 2009 is entered into by the City of Round Rock, Texas and the Williamson County Road Bond Program (the "Participant"), and the **WILLIAMSON COUNTY CONSERVATION FOUNDATION**, a Texas non-profit corporation (the "Foundation").

BACKGROUND

Williamson County, Texas, and the Foundation are the permittees under federal Endangered Species Act incidental take permit number TE-181840-0 dated October 21, 2008 (the "Permit"). The Permit authorizes "take" of certain listed species of wildlife occurring in Williamson County in exchange for implementation of the Williamson County Regional Habitat Conservation Plan (the "Plan"). The Foundation/Williamson County administers the Plan, which includes granting participation rights to applicants who enter into participation agreements. Through participation in the Plan, a participant receives authority for incidental "take" of listed species covered by the Permit, in accordance with the terms and conditions of the Permit and this Participation Agreement. Incidental take means take that results from, but is not the purpose of, carrying out an otherwise lawful activity. Participant is the owner of a tract or tracts of land (the "Property") located in Williamson County, Texas, and described on Exhibit "A" to this Participation Agreement.

AGREEMENT

1. **Grant Of Participation Rights And Obligations Of Participant.** The Foundation hereby grants to the Participant the right to participate in the Plan with respect to the Participant's proposed activities on the Property. Exhibit "B" to this Participation Agreement describes the Participant's proposed activities and the species to be covered under this Participation Agreement. The Participant represents and warrants that the activities proposed to be covered under this Participation Agreement will be carried out in full compliance with all applicable laws and regulations. This Participation Agreement covers only those activities described on Exhibit "B". The Participant shall consult with the Foundation before deviating in any material respect from the described activities. This Participation Agreement is entered into subject to all terms and conditions of the Permit, the Plan, and applicable law and regulations, and the Participant assumes and agrees to be bound by all of such terms and conditions, including without limitation those described on Exhibit "C" to this Participation Agreement.

2. **Participation Fee.** The Participant has paid to the Foundation the total sum of \$401,300.00 (Four hundred one thousand three hundred and no hundredths Dollars) as the

Participant's fee to participate in the Plan with respect to the Participant's proposed activities on the Property.

3. **Right To Inspect.** The Foundation, the County, and the U.S. Fish and Wildlife Service shall have the right to inspect the Property in order to ensure compliance with the terms of this Participation Agreement.

4. **Breach By Participant.** The Foundation shall provide Participant written notice specifying any breach of the terms of this Participation Agreement, and Participant shall have seven (7) days thereafter, or such other length of time the Foundation agrees in writing, to cure said breach. The Foundation, at its sole discretion and for good cause, including without limitation Participant's failure to cure any breach within the applicable timeframe, may terminate this Participation Agreement. Notification of breach and termination of participation rights shall be made by the Foundation to the Participant in writing at the address provided in Section 11.

5. **Participant's Sole Recourse .** In the event that this Participation Agreement is (i) ineffective or deficient with respect to the Property or Participant's proposed activities for any reason, or (ii) terminated in accordance with the terms and provisions of this Participation Agreement, Participant's sole recourse shall be to recover from the Foundation an amount not to exceed the total sum referenced in Section 2 of this Participation Agreement, upon surrender and termination of this Participation Agreement by Participant in writing to the Foundation; provided, Participant shall not be entitled to recover administrative fees from the Foundation.

6. **Covenants Run With The Land; Recordation.** Participant agrees that the covenants provided herein are intended to be binding upon any heirs, successors, and assigns in interest to the Property. Upon any transfer of any ownership interests to all or part of the Property, this Participation Agreement shall not terminate as to the Property, but rather shall continue in full force and effect and shall be fully binding upon any heirs, successors, and assigns in interest to the Property, or any portion thereof. Upon execution of this Participation Agreement by the Foundation and Participant, a Memorandum of Participation Agreement in form substantially the same as "Exhibit D" attached hereto and incorporated herein for all purposes, shall be signed, acknowledged, and recorded by the Participant in the Official Public Records of Williamson County, Texas. The Participant shall promptly provide a copy of the recorded Memorandum of Participation Agreement to the Foundation.

7. **Venue And Choice Of Law.** The obligations and undertakings of each of the parties to this Participation Agreement shall be performable in Williamson County, Texas, and this Participation Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Texas.

8. **Entirety Of Agreement And Modification.** This instrument constitutes the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Participation Agreement are of no force or effect. Any oral representations or modifications concerning this Participation Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly approved by an authorized representative of such party.

9. **Non-Assignment .** Participant shall not sell, transfer, or assign all or any part of this Participation Agreement to a party other than a successive owner of all or a portion of the Property without prior written consent of the Foundation.

10. **Successors And Assigns.** This Participation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, as and where authorized pursuant to this Participation Agreement.

11. **Notice.** All notices under this Participation Agreement shall be in writing and shall be deemed to have been properly given, delivered and received (a) as of the date of delivery if personally delivered, or (b) as of the date of deposit in the mail system if sent by United States certified mail, return receipt requested, postage prepaid. For purposes of notices, the addresses of the parties are as follows

PARTICIPANT:

City of Round Rock, Texas
c/o City of Round Rock Administration Department
221 East Main Street
Round Rock, Texas 78664

AND

Williamson County Road Bond Program
c/o Williamson County
710 Main, Ste. 101
Georgetown, Texas 78626
Attn: Foundation Application File No. 20090319
Fax: (512) 943-1662

FOUNDATION:

Williamson County Regional Habitat Conservation Plan
Plan Administrator
350 Discovery Boulevard #207
Cedar Park, Texas 78613
Attn: Foundation Application File No. 20090319
Fax: (512) 260-4237

or to such other address as hereafter shall be designated in writing by the applicable party.

12. **Term Of Participation Agreement.** This Participation Agreement shall terminate upon the expiration or termination of the Permit.

13. **Headings.** The headings at the beginning of the various provisions of this Participation Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Participation Agreement.

14. **Number And Gender Defined.** As used in this Participation Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

EXECUTED AS OF THE LAST DAY SET FORTH BELOW.

FOUNDATION:

By: _____
Print Name: _____
Title: _____
Date: _____

PARTICIPANTS:

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Exhibit List:

Exhibit "A" – Description of Participant's Property, including, as available, GPS coordinates/points

Exhibit "B" – Covered Species and Participant's Proposed Activities Relative to Participation Agreement

Exhibit "C" – Special Terms and Conditions in Connection with 10(a) Permit #TE - 181840

Exhibit "D" – Williamson County Regional Habitat Conservation Plan Memorandum of Participation Agreement Relative to U.S. Fish and Wildlife Service Permit

**EXHIBIT “A”
TO PARTICIPATION AGREEMENT**

Description of Participant’s Property, including GPS coordinates/points

Property is identified as a 120-foot wide Right-of-Way for Wyoming Springs between RM 620 and Brightwater Road, Round Rock, Williamson County, Texas. Files outlining the limits of the project are also held in WCCF offices, Williamson County, Texas and are available in shape file format (*.shp) in the offices of Williamson County GIS. Identifying GPS points are a part of files in the WCCF office.

EXHIBIT “B”
TO PARTICIPATION AGREEMENT

Covered Species and Participant’s Proposed Activities Relative to Participation Agreement

Provide a summary describing the scope and nature of the proposed activities and uses of the Property. This summary should provide details regarding the proposed development plan, including square footage or acreage of limit of construction (limit of construction is any area within which any type of construction or land disturbance will occur, i.e., area for erosion controls, driveway, utilities). Attach conceptual plan that identifies the foregoing items.

Property is identified as a 120-foot wide Right-of-Way for Wyoming Springs between RM 620 and Brightwater Road, Round Rock, Williamson County, Texas. Files outlining the limits of the project are also held in WCCF offices, Williamson County, Texas and are available in shape file format (*.shp) in the offices of Williamson County GIS and identifying GPS points are in the files of the WCCF.

The City of Round Rock, in cooperation with the County of Williamson, is developing a project to widen Wyoming Springs Drive from RM 620 to Brightwater Boulevard in southern Williamson County. The proposed improvements would widen the existing two-lane roadway to the ultimate four-lane major arterial divided (MAD-4) roadway. The proposed improvements would include constructing within the existing rights-of-way the final two lanes of the four-lane divided roadway, raised medians, curb and gutter, safety improvements at Fern Bluff Elementary School, sidewalks, bicycle accommodations and drainage. The proposed improvements are intended to increase capacity of an existing roadway and reduce congestion. The area of disturbance is approximately 12.9 acres. The project was developed in accordance with all applicable rules and regulations.

Identify which of the following species are covered by this Participation Agreement.

<input type="checkbox"/> Yes	<input type="checkbox"/> No	Golden-cheeked warbler
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Black-capped vireo
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Bone Cave harvestman
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Coffin Cave mold beetle

**EXHIBIT “C”
TO PARTICIPATION AGREEMENT**

**Special Terms and Conditions in Connection
with 10(a) Permit #TE - 181840**

1. On property covered by this Participation Agreement, vegetation clearing activities within 300 feet of habitat will be conducted outside the GCWA or BCVI breeding seasons, as applicable, unless breeding season surveys performed by an Endangered Species Act section 10(a)(1)(A)-permitted biologist indicate that no GCWA or BCVI are present within 300 feet of the desired activity, or as otherwise approved on a case-by-case basis by the Service. The breeding season for the GCWA is March 1 to August 1. The breeding season for the BCVI is March 15 to September 1.
2. Construction activities within, or within 300 feet of, GCWA or BCVI habitat may be conducted year round as long as such construction follows permitted clearing, as referenced above, in a reasonably prompt and expeditious manner indicating continuous activity.
3. Clearing and construction activities authorized under the Permit shall be consistent with the current practices recommended by the Texas Forest Service to prevent the spread of oak wilt.
4. Upon locating a dead, injured, or sick GCWA or BCVI or any other endangered or threatened species in connection with road construction and other activities conducted by Participant that are covered by the Permit, Participant is required to contact the U.S. Fish and Wildlife Service’s Law Enforcement Office, in Georgetown, Texas, (512) 863-5972, for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, Participant and their contractor/subcontractor have the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.

WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN

**MEMORANDUM OF PARTICIPATION AGREEMENT RELATIVE TO
U.S. FISH AND WILDLIFE SERVICE PERMIT (Permit No. TE-181840-0)**

STATE OF TEXAS

§
§
§
§
§

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF WILLIAMSON

This **WILLIAMSON COUNTY REGIONAL HABITAT CONSERVATION PLAN MEMORANDUM OF PARTICIPATION AGREEMENT RELATIVE TO U.S. FISH AND WILDLIFE SERVICE PERMIT (Permit No. TE-181840-0)** (this “Memorandum”) is made and executed by the City of Round Rock, Texas and the Williamson County Road Bond Program (“Participant”), effective as of the _____ day of _____ 2009.

WITNESSETH:

1. **Permit.** Williamson County, Texas, and the Foundation are the permittees under federal Endangered Species Act incidental take permit number TE-181840-0 dated October 21, 2008 (the “Permit”). The Permit authorizes “take” of certain listed species of wildlife occurring in Williamson County in exchange for implementation of the Williamson County Regional Habitat Conservation Plan (the “Plan”). The Foundation/Williamson County administers the Plan, which includes granting participation rights to applicants who enter into participation agreements. Through participation in the Plan, a participant receives authority for incidental “take” of listed species covered by the Permit, in accordance with the terms and conditions of the Permit and the participation agreement entered into by the participant.
2. **Participation Agreement; Grant of Participation Rights and Obligations of Participant.** Participant is the owner of a tract or tracts of land (the “Property”) located in Williamson County, Texas, and described on Exhibit “B” to this Memorandum. Participant and the Foundation entered into the Williamson County Regional Habitat Conservation Plan Participation Agreement dated _____, 2009 (“Participation Agreement,” Foundation Application File No. 20090319). Under the Participation Agreement, the Foundation granted to the Participant the right to participate in the Plan with respect to the Participant’s proposed activities on the Property. The Participation Agreement describes the Participant’s proposed activities and the species to be covered under the Participation Agreement. The Participant also agreed under the Participation Agreement to assume and agree to be bound by all terms and conditions of the Permit, the Plan, and all applicable laws and regulations, including without limitation those terms and conditions specifically set forth as an exhibit to the Participation Agreement.

3. **Notice.** Participant desires to execute this Memorandum and to have it filed of record in the Official Public Records of Williamson County, Texas, providing public and record notice to all persons as to the existence of the Participation Agreement. Further information regarding the Participation Agreement may be obtained by contacting the following:

PARTICIPANT:

Attn: Foundation Application File No. 20090319

Phone: (512) _____

FOUNDATION:

Williamson County Regional Habitat Conservation Plan
Plan Administrator
350 Discovery Boulevard #207
Cedar Park, Texas 78613
Attn: Foundation Application File No. 20090319
Phone: (512) 260-4226

[Remainder of page intentionally blank]

EXECUTED as of the effective date first written above.

PARTICIPANT:

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF §
 §

This instrument was acknowledged before me on _____, 20__, by _____
_____, _____ of _____, a _____
_____, on behalf of said _____.

NOTARY PUBLIC, State of Texas

Print Name: _____

My Commission Expires:

PARTICIPANT:

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF §
 §

This instrument was acknowledged before me on _____, 20__, by _____
_____, _____ of _____, a _____
_____, on behalf of said _____.

NOTARY PUBLIC, State of Texas

Print Name: _____

My Commission Expires:

Exhibits:

“A” -- U.S. Fish and Wildlife Service Permit No. TE-181840-0

“B” -- Description of Participant’s Property

After Recording, Return To:

Williamson County Regional Habitat Conservation Plan
Plan Administrator
350 Discovery Boulevard #207
Cedar Park, Texas 78613

EXHIBIT A
TO MEMORANDUM OF PARTICIPATION AGREEMENT

U.S. Fish and Wildlife Service Permit No. TE-181840-0

(Four pages following.)

EXHIBIT B
TO MEMORANDUM OF PARTICIPATION AGREEMENT

Description of Participant's Property

Property is identified as a 120-foot wide Right-of-Way for Wyoming Springs between RM 620 and Brightwater Road, Round Rock, Williamson County, Texas. Files outlining the limits of the project are also held in WCCF offices, Williamson County, Texas and are available in shape file format (*.shp) in the offices of Williamson County GIS.

Discuss and take appropriate action regarding Interlocal Agreement between the County and City of Liberty Hill on small community park assistance.

Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding Interlocal Agreement between the County and City of Liberty Hill on small community park assistance.

Background

This Interlocal Agreement between the County and the City of Liberty Hill is intended to provide \$200,000 in assistance to facilitate the construction of the planned park facilities. Liberty Hill City Park is located adjacent to County Road 200. The city has completed its Parks Master Plan and has applied for an Outdoor Recreation Grant from the Texas Parks and Wildlife Department. The Court approved the funding in the December 23, 2008 meeting outlining park bond expenditures. The Interlocal agreement was approved by the Liberty Hill city council on September 28, 2009. The agreement drafted by the county attorney's office outlines requirements of the funding effort

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Liberty Hill interlocal](#)

Form Routing/Status

Form Started By: Jim Rodgers
 Started On: 10/06/2009 07:53 AM
 Final Approval Date: 10/06/2009

**INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND CITY OF LIBERTY HILL
FOR FUNDING FOR LIBERTY HILL PARK PROJECTS**

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS:

CITY OF LIBERTY HILL

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as the "County") and the CITY OF LIBERTY HILL, TEXAS, a Type A General Municipality of the State of Texas (hereinafter referred to as the "City").

WHEREAS, the City and its citizens desires to have a park system and is presently pursuing the development of Liberty Hill City Park located adjacent to County Road 200 (the "Project").

WHEREAS, the County desires to fund small community park projects with money obtained through the issuance for park bonds entitled "Williamson County, Texas, Limited Tax bonds, Series 2007A" in order to facilitate the development of such projects within its boundaries; and

WHEREAS, the City is developing a master park plan and will apply for grant funding from Texas Parks and Wildlife Department for the Project, and

WHEREAS, for adequate mutual consideration which the parties hereby acknowledge as sufficient, the parties desire to set forth in writing the agreed terms and conditions for the use of funds related to park projects;

NOW, THEREFORE, the County and the City hereby agree as follows:

1. **Project Funding.** Subject to and in accordance with the terms and conditions of this Agreement, the County hereby agrees to provide City with funding in the amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for the Project. The City agrees to use such funding solely for expenses and costs directly related to the Project.
2. **City's Duties and Responsibilities.** The parties agree that the City shall:
 - (a) Utilize a statutorily-allowable delivery method for construction of the Project;

- (b) In the development and construction of the Project, comply with all federal and state laws and regulations;
- (c) Post a sign at the construction site during construction of the Project identifying the County as one of the funding sources;
- (d) Provide the County with any and all documentation or information that the County may reasonably require or request pursuant to this Agreement or the Project;
- (e) Provide the County with a quarterly report of the progress of the Project, including any documentation necessary to conduct a Project audit, i.e. construction contracts, supply invoices, time sheets, and the like;
- (f) Inform the County in a timely manner of any substantial delays or alterations in the scope of work of the Project;
- (g) Provide overall project management and contract administration to supervise and control the day-to-day activities any construction, and monitor the activities of the contractor to ensure the timely and efficient completion of the project in accordance with the plans and specifications and construction schedule subject to unforeseen delays;
- (h) Upon completion or substantial completion of any park projects, provide detailed reports to support project costs;
- (i) Provide the County with photographic record(s) of any completed projects;
- (j) In the event the City determines, in its sole discretion, that fees and costs are of such an amount that completion of the project is no longer monetarily feasible, the City shall have the right to terminate this Agreement and decline funding from the County; provided, however, if the County has already extended funding to the City as of the date on which the City terminates this Agreement, then and in that event the City shall immediately reimburse and return all such funding to the County;
- (k) In the event that any of County's funding is not exhausted upon final completion of the Project, the City shall return the unused funds to County;
- (l) In the event the City constructs an informational sign or dedication sign following completion of the project, the City shall identify the County as one of the funding sources; and
- (m) City shall take all steps necessary to apply for grant funding from the Texas Parks and Wildlife Department for the Project. Such grant funding shall be applied to the costs and expenses of the Project

that are over and above the Project funding provided by the City, County and any other funding sources available to the City.

3. Payment of Funds.

- (a) Phase I Funding: Following the complete execution of this Agreement, County shall tender approximately \$10,000.00 to the City upon receipt of an invoice from City for Project master planning and grant writing services (the "Phase I Funding").
- (b) Phase II Funding: Upon the outcome of the City's grant application process with the Texas Parks and Wildlife Department and following County's payment of the Phase I Funding, the county shall tender the remaining funds to the City for the costs and expenses directly associated with the construction of the Project (the "Phase II Funding"). The Phase II Funding shall be tendered in the form of partial payments upon presentation of an invoice for applicable labor and construction materials, supplies and services purchased by the City from the Project construction contractor. County shall tender said partial payments within 30 days of its receipt of City's invoices.
- (c) In no event shall the County be obligated to provide City with any funding in excess of the \$200,000.00 described herein.

4. Term And Termination.

- (a) Term. This Agreement shall be effective from and after the date of the last party to sign ("Effective Date"), shall automatically renew for successive one year periods until the Project is completed, unless previously terminated pursuant to the provision below.
- (b) Termination for Default. If either party defaults in the performance of any of the terms or conditions of this Agreement, the non-defaulting party shall deliver written notice of such default to the defaulting party. Such notice must specify the nature of the default and inform the defaulting party that unless the default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting party begins a good faith attempt to cure the default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by the non-defaulting party, so long as the defaulting party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the default. If, in the opinion of the non-defaulting party, the defaulting party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the default, the defaulting party shall be deemed to be in default and the non-defaulting party may, in addition to seeking any other remedies available at law or in equity, terminate this Agreement.

5. **General Provisions.** The following general provisions shall apply to this Agreement:
- (a) **Interlocal Cooperation.** The County and the City agrees to cooperate with each other in good faith at all times to effectuate the purposes and intent of this Agreement.
 - (b) **Payment from Current Revenues.** Pursuant to Chapter 791, Texas Government Code, each party paying for governmental services hereunder does hereby provide for payment of same from current revenues or other funds of said party lawfully available for such purpose.
 - (c) **County's Right to Audit.** City 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 City which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. City agrees that County shall have access during normal working hours to all necessary City 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 City reasonable advance notice of intended audits.
 - (d) **Amendments.** Any amendment hereof must be in writing and signed by the authorized representative(s) for each party.
 - (e) **Interpretation and Authority.** The parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law including the authority conferred in V.T.C.A. Government Code, Chapter 791 ("Interlocal Cooperation Contracts"). Except as set forth herein, this Agreement shall not be construed so as to modify, supplement or otherwise alter the provisions of any other agreement between the County and the City.
 - (f) **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas.
 - (g) **Assignment.** Neither party may assign its rights and obligation under this Agreement.
 - (h) **Other Necessary Actions and Instruments.** The parties agree that each will take such other and further actions and execute such other and further consents, authorizations, instruments or

documents as are necessary or incidental to effectuate the purposes of this Agreement.

- (i) **No Third Party Beneficiaries.** Except as set forth herein, nothing herein shall be construed to confer upon any person or entity other than the parties hereto any rights, benefits or remedies under or by reason of this Agreement.
- (j) **No Joint Venture, Partnership, or Agency.** This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties hereto.
- (k) **Venue.** Venue for any suit arising hereunder shall be in Williamson County, Texas.
- (l) **Duplicate Originals.** This Agreement may be executed in duplicate originals, each of equal dignity.
- (n) **Effective Date.** This Agreement shall be effective from and after the date of due approval hereof by the respective governing bodies of the County and the City, and due execution hereof by their respective authorized representative(s).
- (o) **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.

IN WITNESS WHEREOF, the authorized representative(s) of the County and the City have executed this Interlocal Agreement on the dates set forth below.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, Williamson County Judge

Date Signed: _____

CITY OF LIBERTY HILL, TEXAS

By: _____

Date Signed: _____

FOR CITY, ATTEST:

By: _____

Date Signed: _____

FOR CITY, APPROVED AS TO FORM:

By: _____
City Attorney

Date Signed: _____

Jester Annex Commissioners Court - Regular Session

Date: 10/13/2009
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: 10/02/2009 04:42 PM
Final Approval Date: 10/06/2009

Pooled Vehicle Policy Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving the Pooled Vehicle Policy

Background

This is a new program to Williamson County that would allow county employees to "check out" a vehicle to be used in lieu of a rental for travel both to and from training, conferences, etc.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Pooled Vehicle](#)

Form Routing/Status

Form Started By: Ashlie Koenig
Started On: 10/08/2009 11:31 AM
Final Approval Date: 10/08/2009

WILLIAMSON COUNTY MOTOR POOL/VEHICLE RENTAL POLICY

GENERAL PROVISIONS

Williamson County maintains a limited number of pooled vehicles for use by all Williamson County employees for the purpose of travel on official county business. This travel will be limited to training, continuing education, and county meetings as approved by the official or department head.

These vehicles must be used for official county business only and not for personal use.

All vehicles checked out must go through Fleet Services for approval. Only authorized or approved drivers are to be operating the vehicle at any time. Vehicles shall not be loaned out for personal use or used to transport family/friends while on official County business.

Each passenger as well as the driver must wear a seatbelt at all times.

The operator/driver must report all accidents, minor or serious, to the Fleet Services Department as soon as possible

All pooled vehicles are considered “non-smoking” vehicles. Alcohol and/or drugs must never be used while operating County vehicles.

The operator/driver of the vehicle shall operate the vehicle in accordance with all state and local laws.

The operator/driver of the vehicle assumes all responsibility for fines and/or traffic violations while operating a County owned vehicle

When a vehicle is in use, it is to be parked in a secured parking area. When vehicle is left unattended, keys must be removed and vehicle should be locked at all times.

Fueling of vehicle will be provided by a County on site fuel card and a Fuelman card for offsite fueling. Instructions on using this fuel card will be provided when the vehicle is picked up.

Employees who misuse vehicles will be subject to disciplinary action, up to and including dismissal, depending on the nature of the misuse. “Misuse” includes a) violations of traffic laws b) careless operation resulting in damage to the vehicle or injury to persons or property c) use of a vehicle for personal business or unauthorized commuting purposes and d) use of a vehicle contrary to the provisions of this policy.

All fleet vehicle policies and provisions should be followed in accordance with the County Budget Order. Proper documentation/back up shall be provided for check out of a county vehicle as required in section XVII Travel Policy of the Budget Order.

All vehicle users must read and follow the rules and procedures set forth in the County Vehicle Management and /Use Policy.

Vehicle operators shall not give rides to any person unless directly related to conducting County business.

Vehicle operators shall not tow, push, or start other vehicles.

VEHICLE MAINTENANCE

Fleet Services shall be responsible for performing vehicle maintenance services such as oil changes, brake checks, etc and shall perform these checks as required according to vehicle mileage and/or age of vehicle.

Should the operator have a major repair or breakdown during use of a pooled vehicle, the operator must contact his or her immediate supervisor and the Fleet Services Director or his designated representative as soon as possible.

Pooled vehicles will be auctioned, transferred or back up vehicles at the recommendation of the Fleet Services Director.

FUNDING

Budgeting for the repairs and maintenance of pooled vehicles will be handled through the Budget Office each year during the budget process.

All maintenance related expenditures will be covered through our general fund budget in Non Departmental. These costs include but are not limited to vehicle repairs, engine failure, brake repairs, tune ups, oil changes, tire maintenance, registration and inspection costs.

The expense (daily rental fee and fuel) for the operation of a Williamson County pooled car/van is born by the user's department. Budgeting for pooled vehicle check out by the official or department head should include not only the cost of the daily rental but fuel in the appropriate line items to and from the point of destination.

Daily rental for a four-door standard vehicle will be \$42.00 per day. Daily rental for a passenger van is \$60.00 per day with unlimited mileage; a day is considered midnight to midnight. Any portion of that time used will be billed as a "full day"

These rates cover standard wear and tear on the vehicle itself as well as comprehensive insurance coverage.

Travel expenses related to the operation of a motor pool vehicle, such as tolls and parking fees, may be reimbursed in accordance with the Williamson County Budget Order Policy. All receipts should be kept for backup/justification.

CHECK OUT PROCEDURE

- 1.) Before entering the vehicle perform a “walk around” inspection of the vehicle to determine general condition. Any body damage noted should be immediately reported to the Dispatcher.
- 2.) Write down the vehicles beginning mileage.

Driver must maintain a current, valid driver’s license and be at least 21 years of age. Driver must provide this form of identification upon each check out, no exceptions are allowed with this requirement.

Driver must contact Fleet Services to reserve a vehicle. Driver must fill out a “Pooled Vehicle Check Out” form (Attachment A) complete with Department Head approval approved by Fleet Services as an authorized driver as well. Driver must have a Vehicle Use Driver Acknowledgment Form on file with the human Resources office showing a clear driving record (Attachment C). Forms must be submitted no less than three days prior to your check out date. Forms may be faxed to 943-3398. Vehicles will be loaned out on a first come, first serve basis. The Fleet department is open from 7:00AM to 3:30PM Monday through Friday for the pick up and return of all loaner vehicles. Vehicles not being used for out-of-town trips must be returned to the Fleet Department parking lot each night; however, vehicles returning from out-of-town trips after 5:00 p.m. may be parked overnight at the driver’s residence and returned promptly the next morning. Failure to pick up a vehicle before 3:30 p.m. means that the vehicle will not be available until the next morning on a scheduled work day. Any vehicle brought back after 4pm on a Friday will be charged for the weekend unless prior approval by the Fleet supervisor has been given.

ACCIDENTS

If an accident does occur, whether your fault or others, you must:

- 1) Get immediate medical attention if injured and stay calm
- 2) Make no statements regarding guilt or fault
- 3) Notify local or state police
- 4) Record as much information about the accident as possible to include witnesses’ contact information. Record insurance company’s name/number as well as license plate numbers, date/time of accident, vehicle descriptions and any other relevant information
- 5) Never agree to make any type of payment for the accident
- 6) Complete a “Pooled Vehicle Accident” form (Attachment B). A copy of this form should be forwarded to driver’s immediate supervisor and Risk Coordinator as soon as possible.
- 7) Refer all questions from lawyers, the other party to the accident and anyone else to the Risk Coordinator and/or insurance company at all times

- 8) The County's insurance is liability only with a \$1,000 deductible. Departments will be required to pay the repair cost to the other vehicle or property up to the deductible. When a county employee is at fault the damage incurred to the county vehicle will be at the County's expense and the expense of the user's department. (or total repair cost if less than the deductible) toward the repair of damage to a vehicle.

FLEET SERVICES

Fleet Services assumes responsibility for pooled vehicles, to include the following:

- a) Verifying that proper forms are completed and approved prior to a pooled vehicle leaving County property
- b) Verifying that scheduled maintenance has occurred
- c) Disposing of pooled vehicles
- d) Tracking warranties and repairs
- e) Updating and recording maintenance log or database on pooled vehicles
- f) Regularly review and inspect all service records, maintenance and registration requirements
- g) Assisting Risk Coordinator and insurance company during accident investigation or in obtaining information related to

CHECK IN PROCEDURE

- 1.) Write down ending mileage.
- 2.) Vehicle operators shall remove all personal items from the vehicle including food wrappers and drink containers, leaving the vehicle clean and litter free.
- 3.) Vehicle should be returned with a full tank of fuel.
- 4.) Return the keys and rental form to Fleet Maintenance.

(ATTACHMENT 'A')

MOTOR POOL/VEHICLE RENTAL REQUEST FORM

Name: _____ **Department:** _____

Extension: _____ **Email Address:** _____

List all Driver's Name(s) and Driver's License number(s) below:

1. _____ 2. _____

3. _____ 4. _____

Person above responsible for the vehicle _____

- You will be required to show a valid driver's license when you pick up the vehicle
- Vehicles must be used for OFFICIAL WILLIAMSON COUNTY BUSINESS ONLY
- Vehicle must be returned with a full tank of gas; if not, driver's/department's line item will be charged at the current Fuelman rate per gallon

Type of Vehicle Requested: Car _____ Passenger Van _____

Pick Up Date: _____ Pick Up Time: _____

Return Date: _____ Return Time: _____

Destination(s): _____

Purpose of Travel: _____

Line Item or Department to Charge Vehicle Rental Fee to: __01-XXXX-XXXX-004232

TX Plate No _____ VIN _____

Approved By: _____

Department Head

Fleet Representative

Please email this form to rrodgers@wilco.org and cc roanderson@wilco.org and rschneider@wilco.org or fax to Fleet Services at (512) 943-3398.

(ATTACHMENT 'B')

MOTOR POOL/VEHICLE TRIP FORM

Name:	Dept:	Date:
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Unit #	Make	Model	Year	VIN

Pre-trip

- 1) I have read and understand the WILLIAMSON COUNTY MOTOR POOL/VEHICLE RENTAL POLICY.
- 2) I understand that I lose the privilege of operating a motor pool vehicle should my licenses be suspended or revoked.
- 3) I realize that failure to follow the driver responsibilities outlined in this policy may subject me to disciplinary action.
- 4) I have a Valid Texas Drivers License.
- 5) Perform a pre trip inspection using the provided form.
- 6) Receive instructions on fuel cards.
- 7) Fleet will provide information and location of liability insurance card and vehicle incident crash vandalism report.
- 8) Please advise fleet if you are leaving Williamson County. Fleet will provide you with approved fueling site information in your travel area.

Pick up Date: / /	Pick up Time:	Beginning Mileage:
Gas Tank Full: YES NO	Vehicle Clean: YES NO	Vehicle Damage:

Print Name (Operator)

Operators Signature

Date

Department Head

Fleet Representative

Post-trip

- 1) Return vehicle with a full tank of fuel.
- 2) Remove all personal items and trash from the vehicle.
- 3) Perform a post trip inspection using the provided form.
- 4) Return fuel cards and keys to Fleet Services.
- 5) Report any vehicle problems to Fleet Services.

Return Date: / /	Return Time:	Ending Mileage:
Gas Tank Full: YES NO	Vehicle Clean: YES NO	Vehicle Damage:

Daytime Fleet Services Phone number: (512) 943-3349

After hours Emergency Fleet contact: Rex Schneider cell (512)970-0697 or home (512) 309-4255

(ATTACHMENT 'C')

**Williamson County
Vehicle Use Driver Acknowledgement Form**

I have read this policy and appendices and understand my responsibilities to be a (check all that apply):

- ☐ County-owned or leased vehicle/equipment operator
- ☐ Driver of a personal vehicle on county business
- ☐ County emergency vehicle driver

I agree to comply with the policy and understand that failure to comply may result in disciplinary action up to and including termination. If County emergency vehicle driver is checked, I agree to comply with Chapter 546 of the Texas Transportation Code which defines operation of an authorized emergency vehicle and certain other vehicles.

I hereby authorize Williamson County, at the county's discretion, to obtain a copy of my driving record and may use the driving record to qualify me as a driver of a county vehicle or personal vehicle used on county business as indicated above.

Name (please print):

Driver's License #:

DOB:

Department Name:

Signed:

Date:

The signed copy of this program will become part of your personnel file.

Discuss and take appropriate action regarding appointment of members to the Capital Metro Board.

Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding appointment of members to the Capital Metro Board.

Background

From: Kirk Watson [mailto:Kirk.Watson@senate.state.tx.us]
 Sent: Fri 10/2/2009 4:08 PM
 Subject: FW: Capital Metro Board Appointments

Dear friends,

I'm excited to report that a number of very qualified individuals have been seeking information about serving on Capital Metro's board. However, as they say, the proof is in the pudding, so be sure anyone you know that is interested gets their application turned in. As a reminder, CAMPO is accepting applications through Oct 14th.

The small city mayors met yesterday to set their process. They will meet Oct 15 in the Leander City Council Chambers at 3pm to consider candidates. Any mayors or council members from the seven cities, other than Austin, served by Capital Metro are eligible for the appointment. Interested elected officials should submit their resume to the mayors in advance of the meeting either directly via email or through Andrea Lofye andrea.lofye@capmetro.org at Capital Metro, whose role is simply providing administrative support.

As the City of Austin, Travis County and Williamson County set their processes, I encourage them to share that information with this list directly or through my office so we can share that information with inquiring constituents.

Have a great weekend,
 Kirk

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: Peggy
Vasquez

Started On: 10/05/2009 09:32
AM

Final Approval Date: 10/06/2009

Establishing a local data advisory board Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding the establishing a local data advisory board in accordance with HB2730, Article 21, Section 21.001, Chapter 60.

Background

HB 2730, Article 21, Section 21.001, Chapter 60 states that the Commissioner's Court shall establish a local data advisory board not later than November 1, 2009. Will include (1) Sheriff or sheriff's designee, (2) any attorney who represents the state in the district courts of the county, (3) attorney who represents the state in the county courts, (4) clerk for the district courts or designee (5) clerk for the county court or clerk designee (6) police chief of municipality or chief's designee (7) representative of the county's automated data processing services (if county performs those services) (8) representative of any entity with whom the county contracts for automated data processing services (if the county contracts those services). And they must prepare a Data Reporting Improvement Plan.

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: Peggy Vasquez
 Started On: 10/05/2009 10:10 AM
 Final Approval Date: 10/06/2009

Awarding Bid # 09WC723, CR 214 Phase 2A Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Patrick Strittmatter
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding bids received for Bid # 09WC723, CR 214 Phase 2A, Rolling Hills Rd to San Gabriel Ranch Rd, to the lowest and best bidder meeting specifications- FT Woods Construction Services, Inc.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Recommendation](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 10/07/2009 11:39 AM
 Final Approval Date: 10/07/2009

October 7, 2009

Williamson County Purchasing Department
301 S.E. Inner Loop, Suite 106
Georgetown, Texas 78626



Attention: Jonathan Harris
Assistant Purchasing Agent

Re: Williamson County Road Bond Program
CR 214 Phase 2A
Williamson County Project No. 09WC723
Recommendation of Contractor Award

Dear Mr. Harris,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and adjusted for correctness. Corrections were necessary to FT Woods Construction, Aaron Concrete, and Champion Site Prep's bids. The errors were due to summation or rounding errors in the bidders' spreadsheets. The corrections did not change the status of the low bidder. The revised bids are therefore accepted as hereby submitted, with FT Woods Construction Services, Inc. being the low bidder. Following is a summary of the bid totals:

1. FT Woods Construction	\$ 1,183,999.03
2. Joe Bland Construction	\$ 1,313,929.98
3. Ranger Excavating	\$ 1,460,627.18
4. Chasco Constructors	\$ 1,467,059.81
5. Capital Excavation	\$ 1,472,011.61
6. Smith Contracting	\$ 1,496,988.73
7. Cash Construction	\$ 1,507,677.00
8. Austin Bridge & Road	\$ 1,559,183.01
9. Dan Williams Co.	\$ 1,659,968.93
10. RGM Constructors	\$ 1,764,052.11
11. Aaron Concrete	\$ 1,838,510.57
12. Champion Site Prep	\$ 2,042,456.35
13. Hunter Industries	\$ 2,054,359.36

The Contractor's low bid is \$854,077.11 under the Engineer's estimated cost of construction. This represents an approximate 42% savings to the County.

In addition to meeting the bid qualifications subject to being low bidder FT Woods Construction successfully completed the CR 424 Bridge Replacement project under the Williamson County Road Bond Program. FT Woods Construction has also been recommended highly by all contacted references. We therefore concur with the recommendation of the Design Engineer, Rogers Design Service, for award of the CR 214 Phase 2A construction contract to FT Woods Construction Services, Inc in the contract amount of \$1,183,999.03.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



James D. Klotz, P.E.

VIA E-MAIL ONLY

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation

Cc: Judge Gattis, Williamson County Judge
Commissioner Birkman, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Morrison, Williamson County, Pct. 4
Bob Daigh, Williamson County
Joe England, Williamson County
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation
Dan Rogers, RDS
Project File



October 6, 2009

HNTB Corporation
14 Galloping Road
Round Rock, TX 78681
Attention: James Klotz, P.E.

RE: CR 214 Phase 2A Bid Review

I have reviewed the bids submitted for the CR 214 Project. The apparent low bidder (FT Woods) did have a minor error in the bid. Item 400-2003 was bid at a rate of \$7.25 per CY with an estimated quantity of 324.5 CY. This yields a cost for this item of \$2,352.63. They entered a total of \$2,353.60 for the item. This is an overestimation of \$0.98. In addition, the Aaron Concrete bid had an error. All bid prices and extensions were correct, but the summation of the individual prices was \$102,294.00 below the correct summation.

There was no widespread and repeated error to indicate that there was an error in the bidding documents. In addition, the error in the FT Woods bid is so small as to not warrant consideration. Accordingly, I recommend that FT Woods as apparent low bidder be selected for this project.

Please contact me if you have any questions.

A handwritten signature in blue ink that reads "Dan Rogers, P.E.".

Dan Rogers, P.E.

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
FT WOODS CONSTRUCTION	\$ 1,183,999.03	1	\$ (854,077.11)	-41.91%	-	-
JOE BLAND CONSTRUCTION	\$ 1,313,929.98	2	\$ (724,146.16)	-35.53%	\$ 129,930.95	10.97%
RANGER EXCAVATING	\$ 1,460,627.18	3	\$ (577,448.96)	-28.3%	\$ 276,628.15	23.4%
CHASCO CONSTRUCTORS	\$ 1,467,059.81	4	\$ (571,016.33)	-28.0%	\$ 283,060.78	23.9%
CAPITAL EXCAVATION	\$ 1,472,011.61	5	\$ (566,064.53)	-27.8%	\$ 288,012.58	24.3%
SMITH CONTRACTING	\$ 1,496,988.73	6	\$ (541,087.41)	-26.5%	\$ 312,989.70	26.4%
CASH CONSTRUCTION	\$ 1,507,677.00	7	\$ (530,399.14)	-26.0%	\$ 323,677.97	27.3%
AUSTIN BRIDGE & ROAD	\$ 1,559,183.01	8	\$ (478,893.13)	-23.5%	\$ 375,183.98	31.7%
DAN WILLIAMS CO.	\$ 1,659,968.93	9	\$ (378,107.21)	-18.55%	\$ 475,969.90	40.2%
RGM CONSTRUCTORS	\$ 1,764,052.11	10	\$ (274,024.03)	-13.45%	\$ 580,053.08	49.0%
AARON CONCRETE	\$ 1,838,510.57	11	\$ (199,565.57)	-9.8%	\$ 654,511.54	55.3%
CHAMPION SITE PREP	\$ 2,042,456.35	12	\$ 4,380.21	0.21%	\$ 858,457.32	72.5%
HUNTER INDUSTRIES	\$ 2,054,359.36	13	\$ 16,283.22	0.8%	\$ 870,360.33	73.5%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	ENGINEER'S ESTIMATE		FT WOODS CONSTRUCTION		JOE BLAND CONSTRUCTION		RANGER EXCAVATING	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-2002	PREPARING ROW	71.6	STA	\$1,000.00	\$71,600.00	\$425.00	\$30,430.00	\$570.00	\$40,812.00	\$650.00	\$46,540.00
2	105-2020	REMOV STAB BASE AND ASPHALT (PAV)	8,858	SY	\$3.50	\$31,003.00	\$0.50	\$4,429.00	\$1.75	\$15,501.50	\$1.00	\$8,858.00
3	110-2001	EXCAVATION (RDWY)	16,487	CY	\$8.00	\$131,896.00	\$1.75	\$28,852.25	\$3.30	\$54,407.10	\$5.11	\$84,248.57
4	110-2002	EXCAVATION (CHAN)	703.7	CY	\$20.00	\$14,074.00	\$4.25	\$2,990.73	\$1.90	\$1,337.03	\$5.11	\$3,595.91
5	132-2004	EMBANK (FINAL) (DENS CONT) (TY B)	34,691	CY	\$7.00	\$242,837.00	\$3.60	\$124,887.60	\$4.80	\$166,516.80	\$3.97	\$137,723.27
6	160-2003	FURNISHING AND PLACING TOPSOIL (4")	44,767	SY	\$1.75	\$78,342.25	\$0.45	\$20,145.15	\$1.15	\$51,482.05	\$0.50	\$22,383.50
7	164	BROADCAST SEED (TEMP) (WARM OR COOL)	22,384	SY	\$0.25	\$5,596.00	\$0.09	\$2,014.56	\$0.11	\$2,462.24	\$0.27	\$6,043.68
8	164-2035	DRILL SEEDING (PERM) (RURAL) (CLAY)	44,767	SY	\$0.35	\$15,668.45	\$0.09	\$4,029.03	\$0.12	\$5,372.04	\$0.32	\$14,325.44
9	169-2001	SOIL RETENTION BLANKETS (CL1) (TYA)	455	SY	\$1.50	\$682.50	\$0.80	\$364.00	\$1.40	\$637.00	\$0.98	\$445.90
10	247-244	FL BS (CMP IN PLC) (TY A GR 4) (FINAL POS)	11,743	CY	\$22.00	\$258,346.00	\$18.50	\$217,245.50	\$17.25	\$202,566.75	\$25.23	\$296,275.89
11	310-2001	PRIME COAT (MC-30)	6,154	GAL	\$4.00	\$24,616.00	\$3.24	\$19,938.96	\$3.06	\$18,831.24	\$2.99	\$18,400.46
12	341-2034	D-GR HMA(QCQA) TY-C PG64-22	3,386	TON	\$60.00	\$203,160.00	\$47.00	\$159,142.00	\$48.00	\$162,528.00	\$50.19	\$169,943.34
13	341-2006	D-GR HMA(QCQA) TY-D PG64-22	2,539	TON	\$70.00	\$177,730.00	\$47.00	\$119,333.00	\$47.40	\$120,348.60	\$51.08	\$129,692.12
14	354-2051	PLANE ASPH CONC PAV (0" TO 1 1/2")	345.3	SY	\$7.44	\$2,569.03	\$9.00	\$3,107.70	\$1.61	\$555.93	\$15.64	\$5,400.49
15	400-2002	STRUCT EXCAV (BOX)	76.3	CY	\$61.40	\$4,684.82	\$15.25	\$1,163.58	\$5.00	\$381.50	\$10.20	\$778.26
16	400-2003	STRUCT EXCAV (PIPE)	324.5	CY	\$7.31	\$2,372.10	\$7.25	\$2,352.63	\$3.00	\$973.50	\$10.20	\$3,309.90
17	432-2002	RIPRAP (CONC)(5IN)	27.66	CY	\$275.00	\$7,606.50	\$216.00	\$5,974.56	\$225.00	\$6,223.50	\$331.50	\$9,169.29
18	432-2005	RIPRAP (STONE TY R) (DRY) (6 IN)	50.96	CY	\$10.00	\$509.60	\$15.00	\$764.40	\$50.65	\$2,581.12	\$95.00	\$4,841.20
19	432-2040	RIPRAP (MOW STRIP) (5 IN)	5.47	CY	\$400.00	\$2,188.00	\$470.00	\$2,570.90	\$250.00	\$1,367.50	\$433.50	\$2,371.25
20	460-2003	CMP (GAL STL 18 IN)	191.8	LF	\$37.76	\$7,242.37	\$34.00	\$6,521.20	\$31.00	\$5,945.80	\$38.76	\$7,434.17
21	460-2004	CMP (GAL STL 24 IN)	55.1	LF	\$48.86	\$2,692.19	\$47.00	\$2,589.70	\$39.00	\$2,148.90	\$40.80	\$2,248.08
22	460-2005	CMP (GAL STL 30 IN)	21.2	LF	\$55.00	\$1,166.00	\$60.00	\$1,272.00	\$44.00	\$932.80	\$53.04	\$1,124.45
23	462-2010	CONC BOX CULVERT (6FT x 3FT)	304	LF	\$330.00	\$100,320.00	\$174.00	\$52,896.00	\$160.00	\$48,640.00	\$193.80	\$58,915.20
24	464-2003	RC PIPE (CL III) (18 IN)	45	LF	\$65.00	\$2,925.00	\$22.00	\$990.00	\$24.10	\$1,084.50	\$36.72	\$1,652.40
25	464-2005	RC PIPE (CL III) (24 IN)	374	LF	\$90.00	\$33,660.00	\$28.00	\$10,472.00	\$41.00	\$15,334.00	\$40.80	\$15,259.20
26	464-2007	RC PIPE CL III) (30 IN)	294	LF	\$95.00	\$27,930.00	\$38.00	\$11,172.00	\$50.00	\$14,700.00	\$51.00	\$14,994.00
27	464-2009	RC PIPE (CL III) (36 IN)	219	LF	\$105.00	\$22,995.00	\$48.00	\$10,512.00	\$70.00	\$15,330.00	\$61.20	\$13,402.80
28	466-2035	WINGWALL (FW-S)(HW=5FT)	1	EA	\$8,000.00	\$8,000.00	\$8,200.00	\$8,200.00	\$6,600.00	\$6,600.00	\$8,568.00	\$8,568.00
29	466-2036	WINGWALL (FW-S)(HW=67FT)	1	EA	\$8,000.00	\$8,000.00	\$9,500.00	\$9,500.00	\$9,000.00	\$9,000.00	\$9,180.00	\$9,180.00
30	467-2209	SET (TY II) (18 IN) (RCP) (3:1) C	1	EA	\$2,250.00	\$2,250.00	\$795.00	\$795.00	\$1,100.00	\$1,100.00	\$1,071.00	\$1,071.00
31	467-2211	SET (TY II) (24 IN) (RCP) (3:1) C	5	EA	\$2,250.00	\$11,250.00	\$1,075.00	\$5,375.00	\$1,230.00	\$6,150.00	\$1,122.00	\$5,610.00
32	467-2213	SET (TY II) (30 IN) (RCP) (3:1) C	8	EA	\$2,750.00	\$22,000.00	\$1,675.00	\$13,400.00	\$1,490.00	\$11,920.00	\$1,581.00	\$12,648.00
33	467-2215	SET (TY II) (36 IN) (RCP) (3:1) C	3	EA	\$3,000.00	\$9,000.00	\$2,050.00	\$6,150.00	\$1,674.60	\$5,023.80	\$2,193.00	\$6,579.00
34	467-2222	SET (TY II) (18 IN) (RCP) (4:1) C	1	EA	\$2,500.00	\$2,500.00	\$795.00	\$795.00	\$1,153.10	\$1,153.10	\$1,122.00	\$1,122.00
35	467-2224	SET (TY II) (24 IN) (RCP) (4:1) C	5	EA	\$2,750.00	\$13,750.00	\$1,075.00	\$5,375.00	\$1,385.66	\$6,928.30	\$1,479.00	\$7,395.00
36	467-2227	SET (TY II) (36 IN) (RCP) (4:1) C	3	EA	\$3,000.00	\$9,000.00	\$2,050.00	\$6,150.00	\$1,886.04	\$5,658.12	\$2,244.00	\$6,732.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	ENGINEER'S ESTIMATE		FT WOODS CONSTRUCTION		JOE BLAND CONSTRUCTION		RANGER EXCAVATING	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
37	467-2301	SET (TY II) (18 IN) (CMP) (6:1) P	12	EA	\$1,000.00	\$12,000.00	\$800.00	\$9,600.00	\$1,071.34	\$12,856.08	\$1,224.00	\$14,688.00
38	467-2303	SET (TY II) (24 IN) (CMP) (6:1) P	4	EA	\$1,050.00	\$4,200.00	\$1,075.00	\$4,300.00	\$1,354.96	\$5,419.84	\$1,377.00	\$5,508.00
39	467-2305	SET (TY II) (30 IN) (CMP) (6:1) P	2	EA	\$1,100.00	\$2,200.00	\$1,500.00	\$3,000.00	\$1,717.50	\$3,435.00	\$1,632.00	\$3,264.00
40	496-2016	REM STR (PIPE)	6	EA	\$250.00	\$1,500.00	\$250.00	\$1,500.00	\$467.13	\$2,802.78	\$714.00	\$4,284.00
41	500-2001	MOBILIZATION	1	LS	\$190,000.00	\$190,000.00	\$23,627.30	\$23,627.30	\$70,000.00	\$70,000.00	\$80,000.00	\$80,000.00
42	502-2001	BARRICADES, SIGNS AND TRAF HANDLING	9	MO	\$2,500.00	\$22,500.00	\$2,750.00	\$24,750.00	\$1,834.51	\$16,510.59	\$1,734.70	\$15,612.30
43	506-2001	ROCK FILTER DAMS (INSTALL) (TY 1)	420	LF	\$36.00	\$15,120.00	\$10.35	\$4,347.00	\$19.88	\$8,349.60	\$10.93	\$4,590.60
44	506-2003	ROCK FILTER DAMS (INSTALL) (TY 3)	20	LF	\$45.70	\$914.00	\$36.00	\$720.00	\$29.55	\$591.00	\$27.31	\$546.20
45	506-2009	ROCK FILTER DAMS (REMOVE)	440	LF	\$10.90	\$4,796.00	\$4.25	\$1,870.00	\$9.40	\$4,136.00	\$3.45	\$1,518.00
46	506-2016	CONSTRUCTION EXITS (INSTALL) (TY 1)	156	SY	\$13.13	\$2,048.28	\$6.85	\$1,068.60	\$11.28	\$1,759.68	\$6.90	\$1,076.40
47	506-2019	CONSTRUCTION EXITS (REMOVE)	156	SY	\$6.80	\$1,060.80	\$4.75	\$741.00	\$6.45	\$1,006.20	\$3.45	\$538.20
48	506-2035	BIODEGRADABLE EROSION CONTROL LOGS (18 IN)	8,132	LF	\$4.50	\$36,594.00	\$5.50	\$44,726.00	\$5.91	\$48,060.12	\$4.26	\$34,642.32
49	508-2001	CONSTRUCTING DETOURS	6.5	STA	\$2,000.00	\$13,000.00	\$875.00	\$5,687.50	\$2,604.76	\$16,930.94	\$2,700.00	\$17,550.00
50	530-2011	DRIVEWAYS (ACP)	1,393	SY	\$25.00	\$34,825.00	\$17.75	\$24,725.75	\$11.03	\$15,364.79	\$17.56	\$24,461.08
51	540-2001	MTL W - BEAM GD FEN (TIM POST)	314.76	LF	\$20.00	\$6,295.20	\$21.00	\$6,609.96	\$20.15	\$6,342.41	\$19.43	\$6,115.79
52	540-2002	MTL W - BEAM GD FEN (STEEL POST)	85.24	LF	\$20.00	\$1,704.80	\$42.00	\$3,580.08	\$40.30	\$3,435.17	\$29.40	\$2,506.06
53	540-2005	TERMINAL ANCHOR SECTION	2	EA	\$500.00	\$1,000.00	\$515.00	\$1,030.00	\$456.75	\$913.50	\$420.00	\$840.00
54	544-2001	GUARDRAIL END TREATMENT (INSTALL)	2	EA	\$1,800.00	\$3,600.00	\$2,400.00	\$4,800.00	\$2,203.15	\$4,406.30	\$1,890.00	\$3,780.00
55	560-2001	MAILBOX INSTALLATION (SINGLE)	1	EA	\$200.00	\$200.00	\$170.00	\$170.00	\$128.96	\$128.96	\$160.50	\$160.50
56	644-2001	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	6	EA	\$375.00	\$2,250.00	\$460.00	\$2,760.00	\$381.52	\$2,289.12	\$428.00	\$2,568.00
57	658-2240	INSTL DEL ASSM (D-SW) SZ 1 (FLX) GF-2	12	EA	\$45.00	\$540.00	\$51.00	\$612.00	\$25.79	\$309.48	\$48.15	\$577.80
58	658-2275	INSTL DEL ASSM (D-SY) SZ 2 (WC) GND	16	EA	\$35.00	\$560.00	\$74.00	\$1,184.00	\$25.79	\$412.64	\$69.55	\$1,112.80
59	658-2315	INSTL OM ASSM (OM-2Y) (WC) GND	4	EA	\$50.00	\$200.00	\$55.00	\$220.00	\$34.39	\$137.56	\$51.90	\$207.60
60	662-2004	WRK ZN PAV MRK NON-REMOV (W) (4") (SLD)	10,872	LF	\$0.20	\$2,174.40	\$0.20	\$2,174.40	\$0.18	\$1,956.96	\$0.29	\$3,152.88
61	662-2032	WRK ZN PAV MRK NON-REMOV (Y) (4")(SLD)	10,872	LF	\$0.20	\$2,174.40	\$0.20	\$2,174.40	\$0.18	\$1,956.96	\$0.29	\$3,152.88
62	666-2012	REFL PAV MRK TY I (W) (4") (SLD)	13,796	LF	\$0.20	\$2,759.20	\$0.30	\$4,138.80	\$0.27	\$3,724.92	\$0.32	\$4,414.72
63	666-2157	REFL PAV MRK TY I (W) (24") (SLD)	20	LF	\$5.00	\$100.00	\$23.00	\$460.00	\$21.49	\$429.80	\$12.84	\$256.80
64	666-5178	REFL PAV MRK TY I (Y) (4") (SLD)	14,038	LF	\$0.25	\$3,509.50	\$0.28	\$3,930.64	\$0.27	\$3,790.26	\$0.34	\$4,772.92
65	672-2015	REFL PAV MRKR TYI I-A-A	181	EA	\$2.75	\$497.75	\$3.75	\$678.75	\$3.60	\$651.60	\$5.08	\$919.48
66	677-2001	ELIM EXT PAV MRK & MRKS (4")	1,200	LF	\$0.30	\$360.00	\$0.55	\$660.00	\$0.48	\$576.00	\$0.80	\$960.00
67	400-XXXX	CUT & RESTORE PAVEMENT (DRIVEWAY)	7	SY	\$50.00	\$350.00	\$83.00	\$581.00	\$34.71	\$242.97	\$280.50	\$1,963.50
68	505S-B	18" STEEL ENCASEMENT PIPE (OPEN CUT) (3/8" THICK)	65	LF	\$160.00	\$10,400.00	\$48.00	\$3,120.00	\$52.48	\$3,411.20	\$69.36	\$4,508.40
69	505S-B	18" STEEL ENCASEMENT PIPE (BORE) (3/8" THICK)	35	LF	\$380.00	\$13,300.00	\$215.00	\$7,525.00	\$263.65	\$9,227.75	\$351.90	\$12,316.50
70	509S-1	TRENCH SAFETY SYSTEMS	1,362	LF	\$2.50	\$3,405.00	\$1.10	\$1,498.20	\$1.07	\$1,457.34	\$0.10	\$136.20
71	510-AW	8" PVC WATER PIPE (C-900 DR14), INCLUDING TRACER WIRE	1,362	LF	\$38.00	\$51,756.00	\$28.50	\$38,817.00	\$21.32	\$29,037.84	\$28.56	\$38,898.72

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	ENGINEER'S ESTIMATE		FT WOODS CONSTRUCTION		JOE BLAND CONSTRUCTION		RANGER EXCAVATING	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
72	510-A-8" Dia RW	D.I. RESTRAINTS FOR 8" PVC WATER PIPE	348	LF	\$15.00	\$5,220.00	\$8.15	\$2,836.20	\$24.81	\$8,633.88	\$6.12	\$2,129.76
73	510-BW	RECONNECT EXISTING WATER SERVICE	3	EA	\$2,000.00	\$6,000.00	\$1,350.00	\$4,050.00	\$949.62	\$2,848.86	\$1,836.00	\$5,508.00
74	510-JW	WET CONNECTION	3	EA	\$1,000.00	\$3,000.00	\$1,425.00	\$4,275.00	\$1,032.89	\$3,098.67	\$1,836.00	\$5,508.00
75	510-KW	8" D.I. FITTINGS	11	EA	\$1,000.00	\$11,000.00	\$2,750.00	\$30,250.00	\$34.19	\$376.09	\$357.00	\$3,927.00
76	511S-A	8" RESILIENT WEDGE GATE VALVE	3	EA	\$1,600.00	\$4,800.00	\$1,100.00	\$3,300.00	\$1,458.80	\$4,376.40	\$1,224.00	\$3,672.00
TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS						\$2,038,076.14	\$1,183,999.03		\$1,313,929.98		\$1,460,627.18	
ACTUAL BASE BID PROPOSAL						\$9,772,570.90	\$1,184,000.00		\$1,313,929.98		\$1,460,627.18	
ADJUSTMENT DIFFERENCE							-\$0.97		\$0.00		\$0.00	
Acknowledgement of Addenda:												
Addendum No. 1							Yes		Yes		Yes	
Bid Bond							Yes		Yes		Yes	
Conflict of Interest Statement							Yes		Yes		Yes	
References (Mimimum of three)							Yes		Yes		Yes	

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	CHASCO CONSTRUCTORS		CAPITAL EXCAVATION		SMITH CONTRACTING		CASH CONSTRUCTION	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-2002	PREPARING ROW	71.6	STA	\$982.00	\$70,311.20	\$600.00	\$42,960.00	\$500.00	\$35,800.00	\$600.00	\$42,960.00
2	105-2020	REMOV STAB BASE AND ASPHALT (PAV)	8,858	SY	\$0.85	\$7,529.30	\$1.00	\$8,858.00	\$2.00	\$17,716.00	\$0.80	\$7,086.40
3	110-2001	EXCAVATION (RDWY)	16,487	CY	\$3.80	\$62,650.60	\$4.70	\$77,488.90	\$4.00	\$65,948.00	\$4.00	\$65,948.00
4	110-2002	EXCAVATION (CHAN)	703.7	CY	\$3.00	\$2,111.10	\$5.00	\$3,518.50	\$5.00	\$3,518.50	\$5.00	\$3,518.50
5	132-2004	EMBANK (FINAL) (DENS CONT) (TY B)	34,691	CY	\$5.50	\$190,800.50	\$3.50	\$121,418.50	\$7.00	\$242,837.00	\$5.00	\$173,455.00
6	160-2003	FURNISHING AND PLACING TOPSOIL (4")	44,767	SY	\$0.60	\$26,860.20	\$0.70	\$31,336.90	\$1.25	\$55,958.75	\$1.00	\$44,767.00
7	164	BROADCAST SEED (TEMP) (WARM OR COOL)	22,384	SY	\$0.30	\$6,715.20	\$0.30	\$6,715.20	\$0.15	\$3,357.60	\$0.10	\$2,238.40
8	164-2035	DRILL SEEDING (PERM) (RURAL) (CLAY)	44,767	SY	\$0.55	\$24,621.85	\$0.35	\$15,668.45	\$0.20	\$8,953.40	\$0.10	\$4,476.70
9	169-2001	SOIL RETENTION BLANKETS (CL1) (TYA)	455	SY	\$1.35	\$614.25	\$1.00	\$455.00	\$3.00	\$1,365.00	\$1.20	\$546.00
10	247-244	FL BS (CMP IN PLC) (TY A GR 4) (FINAL POS)	11,743	CY	\$22.40	\$263,043.20	\$23.00	\$270,089.00	\$22.00	\$258,346.00	\$27.00	\$317,061.00
11	310-2001	PRIME COAT (MC-30)	6,154	GAL	\$2.95	\$18,154.30	\$3.00	\$18,462.00	\$3.00	\$18,462.00	\$3.00	\$18,462.00
12	341-2034	D-GR HMA(QCQA) TY-C PG64-22	3,386	TON	\$49.20	\$166,591.20	\$49.00	\$165,914.00	\$55.00	\$186,230.00	\$47.00	\$159,142.00
13	341-2006	D-GR HMA(QCQA) TY-D PG64-22	2,539	TON	\$48.75	\$123,776.25	\$48.00	\$121,872.00	\$55.00	\$139,645.00	\$48.00	\$121,872.00
14	354-2051	PLANE ASPH CONC PAV (0" TO 1 1/2")	345.3	SY	\$14.00	\$4,834.20	\$18.00	\$6,215.40	\$15.00	\$5,179.50	\$60.00	\$20,718.00
15	400-2002	STRUCT EXCAV (BOX)	76.3	CY	\$11.20	\$854.56	\$1.00	\$76.30	\$10.00	\$763.00	\$10.00	\$763.00
16	400-2003	STRUCT EXCAV (PIPE)	324.5	CY	\$1.00	\$324.50	\$1.00	\$324.50	\$10.00	\$3,245.00	\$10.00	\$3,245.00
17	432-2002	RIPRAP (CONC)(5IN)	27.66	CY	\$225.00	\$6,223.50	\$400.00	\$11,064.00	\$250.00	\$6,915.00	\$250.00	\$6,915.00
18	432-2005	RIPRAP (STONE TY R) (DRY) (6 IN)	50.96	CY	\$62.00	\$3,159.52	\$75.00	\$3,822.00	\$50.00	\$2,548.00	\$50.00	\$2,548.00
19	432-2040	RIPRAP (MOW STRIP) (5 IN)	5.47	CY	\$279.00	\$1,526.13	\$420.00	\$2,297.40	\$350.00	\$1,914.50	\$400.00	\$2,188.00
20	460-2003	CMP (GAL STL 18 IN)	191.8	LF	\$30.73	\$5,894.01	\$40.00	\$7,672.00	\$30.00	\$5,754.00	\$35.00	\$6,713.00
21	460-2004	CMP (GAL STL 24 IN)	55.1	LF	\$36.00	\$1,983.60	\$50.00	\$2,755.00	\$42.00	\$2,314.20	\$40.00	\$2,204.00
22	460-2005	CMP (GAL STL 30 IN)	21.2	LF	\$45.00	\$954.00	\$60.00	\$1,272.00	\$50.00	\$1,060.00	\$44.00	\$932.80
23	462-2010	CONC BOX CULVERT (6FT x 3FT)	304	LF	\$181.00	\$55,024.00	\$210.00	\$63,840.00	\$264.00	\$80,256.00	\$170.00	\$51,680.00
24	464-2003	RC PIPE (CL III) (18 IN)	45	LF	\$38.00	\$1,710.00	\$50.00	\$2,250.00	\$24.00	\$1,080.00	\$26.00	\$1,170.00
25	464-2005	RC PIPE (CL III) (24 IN)	374	LF	\$46.00	\$17,204.00	\$50.00	\$18,700.00	\$36.00	\$13,464.00	\$33.00	\$12,342.00
26	464-2007	RC PIPE CL III) (30 IN)	294	LF	\$61.00	\$17,934.00	\$60.00	\$17,640.00	\$47.00	\$13,818.00	\$43.00	\$12,642.00
27	464-2009	RC PIPE (CL III) (36 IN)	219	LF	\$66.00	\$14,454.00	\$80.00	\$17,520.00	\$60.00	\$13,140.00	\$53.00	\$11,607.00
28	466-2035	WINGWALL (FW-S)(HW=5FT)	1	EA	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00	\$19,000.00	\$19,000.00
29	466-2036	WINGWALL (FW-S)(HW=67FT)	1	EA	\$6,600.00	\$6,600.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
30	467-2209	SET (TY II) (18 IN) (RCP) (3:1) C	1	EA	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$1,200.00	\$1,200.00
31	467-2211	SET (TY II) (24 IN) (RCP) (3:1) C	5	EA	\$1,750.00	\$8,750.00	\$1,000.00	\$5,000.00	\$850.00	\$4,250.00	\$1,400.00	\$7,000.00
32	467-2213	SET (TY II) (30 IN) (RCP) (3:1) C	8	EA	\$2,000.00	\$16,000.00	\$1,000.00	\$8,000.00	\$1,050.00	\$8,400.00	\$2,000.00	\$16,000.00
33	467-2215	SET (TY II) (36 IN) (RCP) (3:1) C	3	EA	\$3,000.00	\$9,000.00	\$2,000.00	\$6,000.00	\$1,100.00	\$3,300.00	\$2,000.00	\$6,000.00
34	467-2222	SET (TY II) (18 IN) (RCP) (4:1) C	1	EA	\$1,400.00	\$1,400.00	\$1,000.00	\$1,000.00	\$850.00	\$850.00	\$1,200.00	\$1,200.00
35	467-2224	SET (TY II) (24 IN) (RCP) (4:1) C	5	EA	\$2,000.00	\$10,000.00	\$1,000.00	\$5,000.00	\$950.00	\$4,750.00	\$1,500.00	\$7,500.00
36	467-2227	SET (TY II) (36 IN) (RCP) (4:1) C	3	EA	\$3,300.00	\$9,900.00	\$2,000.00	\$6,000.00	\$1,200.00	\$3,600.00	\$3,000.00	\$9,000.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	CHASCO CONSTRUCTORS		CAPITAL EXCAVATION		SMITH CONTRACTING		CASH CONSTRUCTION	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
37	467-2301	SET (TY II) (18 IN) (CMP) (6:1) P	12	EA	\$725.00	\$8,700.00	\$800.00	\$9,600.00	\$750.00	\$9,000.00	\$1,600.00	\$19,200.00
38	467-2303	SET (TY II) (24 IN) (CMP) (6:1) P	4	EA	\$954.00	\$3,816.00	\$1,000.00	\$4,000.00	\$850.00	\$3,400.00	\$2,100.00	\$8,400.00
39	467-2305	SET (TY II) (30 IN) (CMP) (6:1) P	2	EA	\$1,300.00	\$2,600.00	\$1,500.00	\$3,000.00	\$950.00	\$1,900.00	\$2,600.00	\$5,200.00
40	496-2016	REM STR (PIPE)	6	EA	\$112.00	\$672.00	\$100.00	\$600.00	\$200.00	\$1,200.00	\$600.00	\$3,600.00
41	500-2001	MOBILIZATION	1	LS	\$79,000.00	\$79,000.00	\$140,000.00	\$140,000.00	\$50,000.00	\$50,000.00	\$57,500.32	\$57,500.32
42	502-2001	BARRICADES, SIGNS AND TRAF HANDLING	9	MO	\$3,040.00	\$27,360.00	\$2,000.00	\$18,000.00	\$2,500.00	\$22,500.00	\$2,000.00	\$18,000.00
43	506-2001	ROCK FILTER DAMS (INSTALL) (TY 1)	420	LF	\$10.80	\$4,536.00	\$17.00	\$7,140.00	\$12.00	\$5,040.00	\$15.00	\$6,300.00
44	506-2003	ROCK FILTER DAMS (INSTALL) (TY 3)	20	LF	\$19.10	\$382.00	\$30.00	\$600.00	\$40.00	\$800.00	\$22.00	\$440.00
45	506-2009	ROCK FILTER DAMS (REMOVE)	440	LF	\$2.60	\$1,144.00	\$7.00	\$3,080.00	\$5.00	\$2,200.00	\$2.00	\$880.00
46	506-2016	CONSTRUCTION EXITS (INSTALL) (TY 1)	156	SY	\$5.50	\$858.00	\$7.00	\$1,092.00	\$12.00	\$1,872.00	\$8.00	\$1,248.00
47	506-2019	CONSTRUCTION EXITS (REMOVE)	156	SY	\$2.55	\$397.80	\$4.00	\$624.00	\$5.00	\$780.00	\$2.00	\$312.00
48	506-2035	BIODEGRADABLE EROSION CONTROL LOGS (18 IN)	8,132	LF	\$3.85	\$31,308.20	\$4.00	\$32,528.00	\$4.00	\$32,528.00	\$4.00	\$32,528.00
49	508-2001	CONSTRUCTING DETOURS	6.5	STA	\$1,600.00	\$10,400.00	\$3,000.00	\$19,500.00	\$1,200.00	\$7,800.00	\$2,500.00	\$16,250.00
50	530-2011	DRIVEWAYS (ACP)	1,393	SY	\$18.00	\$25,074.00	\$26.00	\$36,218.00	\$14.00	\$19,502.00	\$26.00	\$36,218.00
51	540-2001	MTL W - BEAM GD FEN (TIM POST)	314.76	LF	\$19.00	\$5,980.44	\$19.00	\$5,980.44	\$15.00	\$4,721.40	\$18.00	\$5,665.68
52	540-2002	MTL W - BEAM GD FEN (STEEL POST)	85.24	LF	\$29.00	\$2,471.96	\$28.00	\$2,386.72	\$40.00	\$3,409.60	\$30.00	\$2,557.20
53	540-2005	TERMINAL ANCHOR SECTION	2	EA	\$415.00	\$830.00	\$400.00	\$800.00	\$450.00	\$900.00	\$400.00	\$800.00
54	544-2001	GUARDRAIL END TREATMENT (INSTALL)	2	EA	\$1,850.00	\$3,700.00	\$1,800.00	\$3,600.00	\$2,400.00	\$4,800.00	\$2,000.00	\$4,000.00
55	560-2001	MAILBOX INSTALLATION (SINGLE)	1	EA	\$155.00	\$155.00	\$120.00	\$120.00	\$200.00	\$200.00	\$150.00	\$150.00
56	644-2001	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	6	EA	\$410.00	\$2,460.00	\$400.00	\$2,400.00	\$500.00	\$3,000.00	\$400.00	\$2,400.00
57	658-2240	INSTL DEL ASSM (D-SW) SZ 1 (FLX) GF-2	12	EA	\$46.50	\$558.00	\$24.00	\$288.00	\$100.00	\$1,200.00	\$40.00	\$480.00
58	658-2275	INSTL DEL ASSM (D-SY) SZ 2 (WC) GND	16	EA	\$67.00	\$1,072.00	\$29.00	\$464.00	\$100.00	\$1,600.00	\$70.00	\$1,120.00
59	658-2315	INSTL OM ASSM (OM-2Y) (WC) GND	4	EA	\$50.00	\$200.00	\$32.00	\$128.00	\$100.00	\$400.00	\$50.00	\$200.00
60	662-2004	WRK ZN PAV MRK NON-REMOV (W) (4") (SLD)	10,872	LF	\$0.20	\$2,174.40	\$0.30	\$3,261.60	\$0.22	\$2,391.84	\$0.20	\$2,174.40
61	662-2032	WRK ZN PAV MRK NON-REMOV (Y) (4")(SLD)	10,872	LF	\$0.20	\$2,174.40	\$0.30	\$3,261.60	\$0.22	\$2,391.84	\$0.20	\$2,174.40
62	666-2012	REFL PAV MRK TY I (W) (4") (SLD)	13,796	LF	\$0.26	\$3,586.96	\$0.30	\$4,138.80	\$0.40	\$5,518.40	\$0.30	\$4,138.80
63	666-2157	REFL PAV MRK TY I (W) (24") (SLD)	20	LF	\$21.00	\$420.00	\$12.00	\$240.00	\$15.00	\$300.00	\$10.00	\$200.00
64	666-5178	REFL PAV MRK TY I (Y) (4") (SLD)	14,038	LF	\$0.26	\$3,649.88	\$0.30	\$4,211.40	\$0.40	\$5,615.20	\$0.30	\$4,211.40
65	672-2015	REFL PAV MRKR TYI I-A-A	181	EA	\$3.40	\$615.40	\$5.00	\$905.00	\$6.00	\$1,086.00	\$5.00	\$905.00
66	677-2001	ELIM EXT PAV MRK & MRKS (4")	1,200	LF	\$0.50	\$600.00	\$1.00	\$1,200.00	\$1.00	\$1,200.00	\$0.70	\$840.00
67	400-XXXX	CUT & RESTORE PAVEMENT (DRIVEWAY)	7	SY	\$279.00	\$1,953.00	\$100.00	\$700.00	\$200.00	\$1,400.00	\$40.00	\$280.00
68	505S-B	18" STEEL ENCASEMENT PIPE (OPEN CUT) (3/8" THICK)	65	LF	\$95.00	\$6,175.00	\$57.00	\$3,705.00	\$80.00	\$5,200.00	\$100.00	\$6,500.00
69	505S-B	18" STEEL ENCASEMENT PIPE (BORE) (3/8" THICK)	35	LF	\$374.00	\$13,090.00	\$300.00	\$10,500.00	\$274.00	\$9,590.00	\$540.00	\$18,900.00
70	509S-1	TRENCH SAFETY SYSTEMS	1,362	LF	\$0.80	\$1,089.60	\$1.00	\$1,362.00	\$1.00	\$1,362.00	\$0.50	\$681.00
71	510-AW	8" PVC WATER PIPE (C-900 DR14), INCLUDING TRACER WIRE	1,362	LF	\$25.00	\$34,050.00	\$28.00	\$38,136.00	\$18.00	\$24,516.00	\$32.00	\$43,584.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	CHASCO CONSTRUCTORS		CAPITAL EXCAVATION		SMITH CONTRACTING		CASH CONSTRUCTION	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
72	510-A-8" Dia RW	D.I. RESTRAINTS FOR 8" PVC WATER PIPE	348	LF	\$4.20	\$1,461.60	\$7.00	\$2,436.00	\$12.00	\$4,176.00	\$6.00	\$2,088.00
73	510-BW	RECONNECT EXISTING WATER SERVICE	3	EA	\$2,100.00	\$6,300.00	\$900.00	\$2,700.00	\$1,500.00	\$4,500.00	\$700.00	\$2,100.00
74	510-JW	WET CONNECTION	3	EA	\$2,000.00	\$6,000.00	\$3,000.00	\$9,000.00	\$2,000.00	\$6,000.00	\$1,500.00	\$4,500.00
75	510-KW	8" D.I. FITTINGS	11	EA	\$230.00	\$2,530.00	\$300.00	\$3,300.00	\$500.00	\$5,500.00	\$350.00	\$3,850.00
76	511S-A	8" RESILIENT WEDGE GATE VALVE	3	EA	\$1,235.00	\$3,705.00	\$1,200.00	\$3,600.00	\$1,500.00	\$4,500.00	\$1,000.00	\$3,000.00
TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS					\$1,467,059.81		\$1,472,011.61		\$1,496,988.73		\$1,507,677.00	
ACTUAL BASE BID PROPOSAL					\$1,467,059.81		\$1,472,011.61		\$1,496,988.73		\$1,507,677.00	
ADJUSTMENT DIFFERENCE					\$0.00		\$0.00		\$0.00		\$0.00	
Acknowledgement of Addenda:												
Addendum No. 1					Yes		Yes		Yes		Yes	
Bid Bond					Yes		Yes		Yes		Yes	
Conflict of Interest Statement					Yes		Yes		Yes		Yes	
References (Mimimum of three)					Yes		Yes		Yes		Yes	

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	AUSTIN BRIDGE & ROAD		DAN WILLIAMS CO.		RGM CONSTRUCTORS		AARON CONCRETE	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-2002	PREPARING ROW	71.6	STA	\$615.00	\$44,034.00	\$700.00	\$50,120.00	\$1,875.00	\$134,250.00	\$1,200.00	\$85,920.00
2	105-2020	REMOV STAB BASE AND ASPHALT (PAV)	8,858	SY	\$2.00	\$17,716.00	\$2.00	\$17,716.00	\$1.60	\$14,172.80	\$2.50	\$22,145.00
3	110-2001	EXCAVATION (RDWY)	16,487	CY	\$6.00	\$98,922.00	\$4.50	\$74,191.50	\$4.00	\$65,948.00	\$8.00	\$131,896.00
4	110-2002	EXCAVATION (CHAN)	703.7	CY	\$6.00	\$4,222.20	\$9.00	\$6,333.30	\$9.00	\$6,333.30	\$15.00	\$10,555.50
5	132-2004	EMBANK (FINAL) (DENS CONT) (TY B)	34,691	CY	\$6.00	\$208,146.00	\$8.00	\$277,528.00	\$3.50	\$121,418.50	\$8.00	\$277,528.00
6	160-2003	FURNISHING AND PLACING TOPSOIL (4")	44,767	SY	\$1.80	\$80,580.60	\$0.75	\$33,575.25	\$4.00	\$179,068.00	\$2.15	\$96,249.05
7	164	BROADCAST SEED (TEMP) (WARM OR COOL)	22,384	SY	\$0.09	\$2,014.56	\$0.25	\$5,596.00	\$0.04	\$895.36	\$0.04	\$895.36
8	164-2035	DRILL SEEDING (PERM) (RURAL) (CLAY)	44,767	SY	\$0.20	\$8,953.40	\$0.50	\$22,383.50	\$0.05	\$2,238.35	\$0.05	\$2,238.35
9	169-2001	SOIL RETENTION BLANKETS (CL1) (TYA)	455	SY	\$2.00	\$910.00	\$1.40	\$637.00	\$1.40	\$637.00	\$1.35	\$614.25
10	247-244	FL BS (CMP IN PLC) (TY A GR 4) (FINAL POS)	11,743	CY	\$27.25	\$319,996.75	\$23.00	\$270,089.00	\$22.00	\$258,346.00	\$27.15	\$318,822.45
11	310-2001	PRIME COAT (MC-30)	6,154	GAL	\$5.00	\$30,770.00	\$3.00	\$18,462.00	\$3.00	\$18,462.00	\$2.85	\$17,538.90
12	341-2034	D-GR HMA(QCQA) TY-C PG64-22	3,386	TON	\$55.00	\$186,230.00	\$51.00	\$172,686.00	\$51.50	\$174,379.00	\$50.00	\$169,300.00
13	341-2006	D-GR HMA(QCQA) TY-D PG64-22	2,539	TON	\$55.00	\$139,645.00	\$50.00	\$126,950.00	\$51.00	\$129,489.00	\$49.00	\$124,411.00
14	354-2051	PLANE ASPH CONC PAV (0" TO 1 1/2")	345.3	SY	\$15.00	\$5,179.50	\$14.00	\$4,834.20	\$14.00	\$4,834.20	\$25.00	\$8,632.50
15	400-2002	STRUCT EXCAV (BOX)	76.3	CY	\$8.00	\$610.40	\$1.00	\$76.30	\$6.00	\$457.80	\$25.00	\$1,907.50
16	400-2003	STRUCT EXCAV (PIPE)	324.5	CY	\$8.00	\$2,596.00	\$1.00	\$324.50	\$8.00	\$2,596.00	\$15.00	\$4,867.50
17	432-2002	RIPRAP (CONC)(5IN)	27.66	CY	\$320.00	\$8,851.20	\$250.00	\$6,915.00	\$300.00	\$8,298.00	\$280.00	\$7,744.80
18	432-2005	RIPRAP (STONE TY R) (DRY) (6 IN)	50.96	CY	\$75.00	\$3,822.00	\$80.00	\$4,076.80	\$145.00	\$7,389.20	\$75.00	\$3,822.00
19	432-2040	RIPRAP (MOW STRIP) (5 IN)	5.47	CY	\$450.00	\$2,461.50	\$320.00	\$1,750.40	\$500.00	\$2,735.00	\$425.00	\$2,324.75
20	460-2003	CMP (GAL STL 18 IN)	191.8	LF	\$30.00	\$5,754.00	\$28.00	\$5,370.40	\$30.00	\$5,754.00	\$44.00	\$8,439.20
21	460-2004	CMP (GAL STL 24 IN)	55.1	LF	\$35.00	\$1,928.50	\$36.00	\$1,983.60	\$40.00	\$2,204.00	\$45.00	\$2,479.50
22	460-2005	CMP (GAL STL 30 IN)	21.2	LF	\$44.00	\$932.80	\$42.00	\$890.40	\$45.00	\$954.00	\$75.00	\$1,590.00
23	462-2010	CONC BOX CULVERT (6FT x 3FT)	304	LF	\$150.00	\$45,600.00	\$200.00	\$60,800.00	\$375.00	\$114,000.00	\$209.00	\$63,536.00
24	464-2003	RC PIPE (CL III) (18 IN)	45	LF	\$30.00	\$1,350.00	\$60.00	\$2,700.00	\$28.00	\$1,260.00	\$44.00	\$1,980.00
25	464-2005	RC PIPE (CL III) (24 IN)	374	LF	\$35.00	\$13,090.00	\$72.00	\$26,928.00	\$33.00	\$12,342.00	\$45.00	\$16,830.00
26	464-2007	RC PIPE CL III) (30 IN)	294	LF	\$50.00	\$14,700.00	\$90.00	\$26,460.00	\$37.00	\$10,878.00	\$50.00	\$14,700.00
27	464-2009	RC PIPE (CL III) (36 IN)	219	LF	\$65.00	\$14,235.00	\$100.00	\$21,900.00	\$55.00	\$12,045.00	\$68.00	\$14,892.00
28	466-2035	WINGWALL (FW-S)(HW=5FT)	1	EA	\$12,000.00	\$12,000.00	\$5,200.00	\$5,200.00	\$12,000.00	\$12,000.00	\$7,500.00	\$7,500.00
29	466-2036	WINGWALL (FW-S)(HW=67FT)	1	EA	\$15,000.00	\$15,000.00	\$6,500.00	\$6,500.00	\$13,000.00	\$13,000.00	\$9,000.00	\$9,000.00
30	467-2209	SET (TY II) (18 IN) (RCP) (3:1) C	1	EA	\$600.00	\$600.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$750.00	\$750.00
31	467-2211	SET (TY II) (24 IN) (RCP) (3:1) C	5	EA	\$1,050.00	\$5,250.00	\$1,500.00	\$7,500.00	\$3,000.00	\$15,000.00	\$850.00	\$4,250.00
32	467-2213	SET (TY II) (30 IN) (RCP) (3:1) C	8	EA	\$1,100.00	\$8,800.00	\$1,600.00	\$12,800.00	\$2,500.00	\$20,000.00	\$1,000.00	\$8,000.00
33	467-2215	SET (TY II) (36 IN) (RCP) (3:1) C	3	EA	\$1,600.00	\$4,800.00	\$2,100.00	\$6,300.00	\$3,200.00	\$9,600.00	\$1,500.00	\$4,500.00
34	467-2222	SET (TY II) (18 IN) (RCP) (4:1) C	1	EA	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00	\$750.00	\$750.00
35	467-2224	SET (TY II) (24 IN) (RCP) (4:1) C	5	EA	\$1,100.00	\$5,500.00	\$1,700.00	\$8,500.00	\$2,500.00	\$12,500.00	\$900.00	\$4,500.00
36	467-2227	SET (TY II) (36 IN) (RCP) (4:1) C	3	EA	\$1,700.00	\$5,100.00	\$2,400.00	\$7,200.00	\$3,300.00	\$9,900.00	\$1,500.00	\$4,500.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	AUSTIN BRIDGE & ROAD		DAN WILLIAMS CO.		RGM CONSTRUCTORS		AARON CONCRETE	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
37	467-2301	SET (TY II) (18 IN) (CMP) (6:1) P	12	EA	\$900.00	\$10,800.00	\$700.00	\$8,400.00	\$1,000.00	\$12,000.00	\$730.00	\$8,760.00
38	467-2303	SET (TY II) (24 IN) (CMP) (6:1) P	4	EA	\$1,100.00	\$4,400.00	\$800.00	\$3,200.00	\$1,200.00	\$4,800.00	\$850.00	\$3,400.00
39	467-2305	SET (TY II) (30 IN) (CMP) (6:1) P	2	EA	\$1,700.00	\$3,400.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00
40	496-2016	REM STR (PIPE)	6	EA	\$400.00	\$2,400.00	\$400.00	\$2,400.00	\$250.00	\$1,500.00	\$500.00	\$3,000.00
41	500-2001	MOBILIZATION	1	LS	\$5,000.00	\$5,000.00	\$95,000.00	\$95,000.00	\$70,000.00	\$70,000.00	\$145,000.00	\$145,000.00
42	502-2001	BARRICADES, SIGNS AND TRAF HANDLING	9	MO	\$1,600.00	\$14,400.00	\$5,500.00	\$49,500.00	\$1,800.00	\$16,200.00	\$1,050.00	\$9,450.00
43	506-2001	ROCK FILTER DAMS (INSTALL) (TY 1)	420	LF	\$20.00	\$8,400.00	\$11.00	\$4,620.00	\$17.00	\$7,140.00	\$16.75	\$7,035.00
44	506-2003	ROCK FILTER DAMS (INSTALL) (TY 3)	20	LF	\$30.00	\$600.00	\$26.00	\$520.00	\$24.00	\$480.00	\$24.00	\$480.00
45	506-2009	ROCK FILTER DAMS (REMOVE)	440	LF	\$8.00	\$3,520.00	\$7.50	\$3,300.00	\$7.30	\$3,212.00	\$7.00	\$3,080.00
46	506-2016	CONSTRUCTION EXITS (INSTALL) (TY 1)	156	SY	\$7.50	\$1,170.00	\$7.00	\$1,092.00	\$7.80	\$1,216.80	\$7.50	\$1,170.00
47	506-2019	CONSTRUCTION EXITS (REMOVE)	156	SY	\$5.00	\$780.00	\$4.50	\$702.00	\$4.20	\$655.20	\$4.00	\$624.00
48	506-2035	BIODEGRADABLE EROSION CONTROL LOGS (18 IN)	8,132	LF	\$4.50	\$36,594.00	\$5.00	\$40,660.00	\$3.90	\$31,714.80	\$3.70	\$30,088.40
49	508-2001	CONSTRUCTING DETOURS	6.5	STA	\$2,500.00	\$16,250.00	\$1,700.00	\$11,050.00	\$5,000.00	\$32,500.00	\$1,700.00	\$11,050.00
50	530-2011	DRIVEWAYS (ACP)	1,393	SY	\$25.00	\$34,825.00	\$21.00	\$29,253.00	\$35.00	\$48,755.00	\$16.00	\$22,288.00
51	540-2001	MTL W - BEAM GD FEN (TIM POST)	314.76	LF	\$20.00	\$6,295.20	\$19.00	\$5,980.44	\$19.00	\$5,980.44	\$18.25	\$5,744.37
52	540-2002	MTL W - BEAM GD FEN (STEEL POST)	85.24	LF	\$35.00	\$2,983.40	\$29.00	\$2,471.96	\$35.00	\$2,983.40	\$34.00	\$2,898.16
53	540-2005	TERMINAL ANCHOR SECTION	2	EA	\$350.00	\$700.00	\$450.00	\$900.00	\$330.00	\$660.00	\$315.00	\$630.00
54	544-2001	GUARDRAIL END TREATMENT (INSTALL)	2	EA	\$2,000.00	\$4,000.00	\$1,900.00	\$3,800.00	\$1,950.00	\$3,900.00	\$1,895.00	\$3,790.00
55	560-2001	MAILBOX INSTALLATION (SINGLE)	1	EA	\$150.00	\$150.00	\$160.00	\$160.00	\$157.00	\$157.00	\$120.00	\$120.00
56	644-2001	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	6	EA	\$400.00	\$2,400.00	\$400.00	\$2,400.00	\$420.00	\$2,520.00	\$400.00	\$2,400.00
57	658-2240	INSTL DEL ASSM (D-SW) SZ 1 (FLX) GF-2	12	EA	\$30.00	\$360.00	\$48.00	\$576.00	\$47.00	\$564.00	\$24.00	\$288.00
58	658-2275	INSTL DEL ASSM (D-SY) SZ 2 (WC) GND	16	EA	\$34.00	\$544.00	\$55.00	\$880.00	\$68.00	\$1,088.00	\$29.00	\$464.00
59	658-2315	INSTL OM ASSM (OM-2Y) (WC) GND	4	EA	\$38.00	\$152.00	\$55.00	\$220.00	\$50.00	\$200.00	\$32.00	\$128.00
60	662-2004	WRK ZN PAV MRK NON-REMOV (W) (4") (SLD)	10,872	LF	\$0.20	\$2,174.40	\$0.17	\$1,848.24	\$0.28	\$3,044.16	\$0.28	\$3,044.16
61	662-2032	WRK ZN PAV MRK NON-REMOV (Y) (4")(SLD)	10,872	LF	\$0.20	\$2,174.40	\$0.17	\$1,848.24	\$0.28	\$3,044.16	\$0.28	\$3,044.16
62	666-2012	REFL PAV MRK TY I (W) (4") (SLD)	13,796	LF	\$0.30	\$4,138.80	\$0.25	\$3,449.00	\$0.32	\$4,414.72	\$0.30	\$4,138.80
63	666-2157	REFL PAV MRK TY I (W) (24") (SLD)	20	LF	\$20.00	\$400.00	\$21.00	\$420.00	\$12.50	\$250.00	\$12.00	\$240.00
64	666-5178	REFL PAV MRK TY I (Y) (4") (SLD)	14,038	LF	\$0.30	\$4,211.40	\$0.25	\$3,509.50	\$0.34	\$4,772.92	\$0.32	\$4,492.16
65	672-2015	REFL PAV MRKR TYI I-A-A	181	EA	\$4.00	\$724.00	\$3.40	\$615.40	\$5.00	\$905.00	\$4.75	\$859.75
66	677-2001	ELIM EXT PAV MRK & MRKS (4")	1,200	LF	\$0.50	\$600.00	\$0.46	\$552.00	\$0.80	\$960.00	\$0.75	\$900.00
67	400-XXXX	CUT & RESTORE PAVEMENT (DRIVEWAY)	7	SY	\$45.00	\$315.00	\$20.00	\$140.00	\$350.00	\$2,450.00	\$150.00	\$1,050.00
68	505S-B	18" STEEL ENCASEMENT PIPE (OPEN CUT) (3/8" THICK)	65	LF	\$90.00	\$5,850.00	\$110.00	\$7,150.00	\$85.00	\$5,525.00	\$140.00	\$9,100.00
69	505S-B	18" STEEL ENCASEMENT PIPE (BORE) (3/8" THICK)	35	LF	\$200.00	\$7,000.00	\$350.00	\$12,250.00	\$475.00	\$16,625.00	\$320.00	\$11,200.00
70	509S-1	TRENCH SAFETY SYSTEMS	1,362	LF	\$1.00	\$1,362.00	\$2.00	\$2,724.00	\$1.00	\$1,362.00	\$2.00	\$2,724.00
71	510-AW	8" PVC WATER PIPE (C-900 DR14), INCLUDING TRACER WIRE	1,362	LF	\$27.00	\$36,774.00	\$30.00	\$40,860.00	\$34.00	\$46,308.00	\$30.00	\$40,860.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	AUSTIN BRIDGE & ROAD		DAN WILLIAMS CO.		RGM CONSTRUCTORS		AARON CONCRETE	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
72	510-A-8" Dia RW	D.I. RESTRAINTS FOR 8" PVC WATER PIPE	348	LF	\$8.00	\$2,784.00	\$5.00	\$1,740.00	\$60.00	\$20,880.00	\$45.00	\$15,660.00
73	510-BW	RECONNECT EXISTING WATER SERVICE	3	EA	\$475.00	\$1,425.00	\$800.00	\$2,400.00	\$700.00	\$2,100.00	\$2,500.00	\$7,500.00
74	510-JW	WET CONNECTION	3	EA	\$525.00	\$1,575.00	\$2,400.00	\$7,200.00	\$2,400.00	\$7,200.00	\$1,500.00	\$4,500.00
75	510-KW	8" D.I. FITTINGS	11	EA	\$325.00	\$3,575.00	\$300.00	\$3,300.00	\$300.00	\$3,300.00	\$500.00	\$5,500.00
76	511S-A	8" RESILIENT WEDGE GATE VALVE	3	EA	\$1,025.00	\$3,075.00	\$900.00	\$2,700.00	\$1,200.00	\$3,600.00	\$1,400.00	\$4,200.00
TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS					\$1,559,183.01		\$1,659,968.93		\$1,764,052.11		\$1,838,510.57	
ACTUAL BASE BID PROPOSAL					\$1,559,183.01		\$1,659,968.93		\$1,764,052.11		\$1,736,216.57	
ADJUSTMENT DIFFERENCE					\$0.00		\$0.00		\$0.00		\$102,294.00	
Acknowledgement of Addenda:												
Addendum No. 1					Yes		Yes		Yes		Yes	
Bid Bond					Yes		Yes		Yes		Yes	
Conflict of Interest Statement					Yes		Yes		Yes		Yes	
References (Mimimum of three)					Yes		Yes		Yes		Yes	

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	CHAMPION SITE PREP		HUNTER INDUSTRIES	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-2002	PREPARING ROW	71.6	STA	\$965.00	\$69,094.00	\$1,432.50	\$102,567.00
2	105-2020	REMOV STAB BASE AND ASPHALT (PAV)	8,858	SY	\$2.06	\$18,247.48	\$6.75	\$59,791.50
3	110-2001	EXCAVATION (RDWY)	16,487	CY	\$7.12	\$117,387.44	\$12.72	\$209,714.64
4	110-2002	EXCAVATION (CHAN)	703.7	CY	\$23.31	\$16,403.25	\$21.66	\$15,242.14
5	132-2004	EMBANK (FINAL) (DENS CONT) (TY B)	34,691	CY	\$11.24	\$389,926.84	\$7.01	\$243,183.91
6	160-2003	FURNISHING AND PLACING TOPSOIL (4")	44,767	SY	\$1.67	\$74,760.89	\$1.99	\$89,086.33
7	164	BROADCAST SEED (TEMP) (WARM OR COOL)	22,384	SY	\$0.27	\$6,043.68	\$0.04	\$895.36
8	164-2035	DRILL SEEDING (PERM) (RURAL) (CLAY)	44,767	SY	\$0.48	\$21,488.16	\$0.05	\$2,238.35
9	169-2001	SOIL RETENTION BLANKETS (CL1) (TYA)	455	SY	\$1.46	\$664.30	\$1.35	\$614.25
10	247-244	FL BS (CMP IN PLC) (TY A GR 4) (FINAL POS)	11,743	CY	\$29.06	\$341,251.58	\$24.20	\$284,180.60
11	310-2001	PRIME COAT (MC-30)	6,154	GAL	\$3.64	\$22,400.56	\$4.29	\$26,400.66
12	341-2034	D-GR HMA(QCQA) TY-C PG64-22	3,386	TON	\$51.25	\$173,532.50	\$55.41	\$187,618.26
13	341-2006	D-GR HMA(QCQA) TY-D PG64-22	2,539	TON	\$52.30	\$132,789.70	\$56.46	\$143,351.94
14	354-2051	PLANE ASPH CONC PAV (0" TO 1 1/2")	345.3	SY	\$16.50	\$5,697.45	\$10.68	\$3,687.80
15	400-2002	STRUCT EXCAV (BOX)	76.3	CY	\$19.00	\$1,449.70	\$19.79	\$1,509.98
16	400-2003	STRUCT EXCAV (PIPE)	324.5	CY	\$15.40	\$4,997.30	\$14.85	\$4,818.83
17	432-2002	RIPRAP (CONC)(5IN)	27.66	CY	\$220.00	\$6,085.20	\$313.11	\$8,660.62
18	432-2005	RIPRAP (STONE TY R) (DRY) (6 IN)	50.96	CY	\$67.00	\$3,414.32	\$77.85	\$3,967.24
19	432-2040	RIPRAP (MOW STRIP) (5 IN)	5.47	CY	\$127.00	\$694.69	\$351.24	\$1,921.28
20	460-2003	CMP (GAL STL 18 IN)	191.8	LF	\$38.00	\$7,288.40	\$39.90	\$7,652.82
21	460-2004	CMP (GAL STL 24 IN)	55.1	LF	\$52.00	\$2,865.20	\$47.25	\$2,603.48
22	460-2005	CMP (GAL STL 30 IN)	21.2	LF	\$72.00	\$1,526.40	\$54.60	\$1,157.52
23	462-2010	CONC BOX CULVERT (6FT x 3FT)	304	LF	\$216.00	\$65,664.00	\$299.23	\$90,965.92
24	464-2003	RC PIPE (CL III) (18 IN)	45	LF	\$36.00	\$1,620.00	\$47.25	\$2,126.25
25	464-2005	RC PIPE (CL III) (24 IN)	374	LF	\$49.00	\$18,326.00	\$52.50	\$19,635.00
26	464-2007	RC PIPE CL III) (30 IN)	294	LF	\$75.00	\$22,050.00	\$68.25	\$20,065.50
27	464-2009	RC PIPE (CL III) (36 IN)	219	LF	\$94.00	\$20,586.00	\$94.49	\$20,693.31
28	466-2035	WINGWALL (FW-S)(HW=5FT)	1	EA	\$19,992.00	\$19,992.00	\$7,586.51	\$7,586.51
29	466-2036	WINGWALL (FW-S)(HW=67FT)	1	EA	\$23,716.00	\$23,716.00	\$9,782.94	\$9,782.94
30	467-2209	SET (TY II) (18 IN) (RCP) (3:1) C	1	EA	\$1,366.00	\$1,366.00	\$656.21	\$656.21
31	467-2211	SET (TY II) (24 IN) (RCP) (3:1) C	5	EA	\$1,639.00	\$8,195.00	\$787.46	\$3,937.30
32	467-2213	SET (TY II) (30 IN) (RCP) (3:1) C	8	EA	\$2,716.00	\$21,728.00	\$1,574.91	\$12,599.28
33	467-2215	SET (TY II) (36 IN) (RCP) (3:1) C	3	EA	\$3,690.00	\$11,070.00	\$2,309.87	\$6,929.61
34	467-2222	SET (TY II) (18 IN) (RCP) (4:1) C	1	EA	\$1,507.00	\$1,507.00	\$734.96	\$734.96
35	467-2224	SET (TY II) (24 IN) (RCP) (4:1) C	5	EA	\$1,780.00	\$8,900.00	\$866.20	\$4,331.00
36	467-2227	SET (TY II) (36 IN) (RCP) (4:1) C	3	EA	\$4,004.00	\$12,012.00	\$2,624.85	\$7,874.55

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	CHAMPION SITE PREP		HUNTER INDUSTRIES	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
37	467-2301	SET (TY II) (18 IN) (CMP) (6:1) P	12	EA	\$1,843.00	\$22,116.00	\$944.95	\$11,339.40
38	467-2303	SET (TY II) (24 IN) (CMP) (6:1) P	4	EA	\$2,452.00	\$9,808.00	\$1,154.94	\$4,619.76
39	467-2305	SET (TY II) (30 IN) (CMP) (6:1) P	2	EA	\$3,287.00	\$6,574.00	\$2,729.85	\$5,459.70
40	496-2016	REM STR (PIPE)	6	EA	\$500.00	\$3,000.00	\$367.48	\$2,204.88
41	500-2001	MOBILIZATION	1	LS	\$98,250.00	\$98,250.00	\$155,558.70	\$155,558.70
42	502-2001	BARRICADES, SIGNS AND TRAF HANDLING	9	MO	\$3,991.00	\$35,919.00	\$4,398.97	\$39,590.73
43	506-2001	ROCK FILTER DAMS (INSTALL) (TY 1)	420	LF	\$11.75	\$4,935.00	\$16.75	\$7,035.00
44	506-2003	ROCK FILTER DAMS (INSTALL) (TY 3)	20	LF	\$20.75	\$415.00	\$23.35	\$467.00
45	506-2009	ROCK FILTER DAMS (REMOVE)	440	LF	\$2.80	\$1,232.00	\$7.00	\$3,080.00
46	506-2016	CONSTRUCTION EXITS (INSTALL) (TY 1)	156	SY	\$6.00	\$936.00	\$7.50	\$1,170.00
47	506-2019	CONSTRUCTION EXITS (REMOVE)	156	SY	\$2.88	\$449.28	\$4.00	\$624.00
48	506-2035	BIODEGRADABLE EROSION CONTROL LOGS (18 IN)	8,132	LF	\$4.31	\$35,048.92	\$3.70	\$30,088.40
49	508-2001	CONSTRUCTING DETOURS	6.5	STA	\$5,700.00	\$37,050.00	\$2,190.00	\$14,235.00
50	530-2011	DRIVEWAYS (ACP)	1,393	SY	\$21.20	\$29,531.60	\$28.56	\$39,784.08
51	540-2001	MTL W - BEAM GD FEN (TIM POST)	314.76	LF	\$9.84	\$3,097.24	\$18.25	\$5,744.37
52	540-2002	MTL W - BEAM GD FEN (STEEL POST)	85.24	LF	\$20.58	\$1,754.24	\$34.00	\$2,898.16
53	540-2005	TERMINAL ANCHOR SECTION	2	EA	\$213.00	\$426.00	\$315.00	\$630.00
54	544-2001	GUARDRAIL END TREATMENT (INSTALL)	2	EA	\$1,283.00	\$2,566.00	\$1,895.00	\$3,790.00
55	560-2001	MAILBOX INSTALLATION (SINGLE)	1	EA	\$250.00	\$250.00	\$120.00	\$120.00
56	644-2001	INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	6	EA	\$448.00	\$2,688.00	\$400.00	\$2,400.00
57	658-2240	INSTL DEL ASSM (D-SW) SZ 1 (FLX) GF-2	12	EA	\$51.00	\$612.00	\$24.00	\$288.00
58	658-2275	INSTL DEL ASSM (D-SY) SZ 2 (WC) GND	16	EA	\$72.00	\$1,152.00	\$29.00	\$464.00
59	658-2315	INSTL OM ASSM (OM-2Y) (WC) GND	4	EA	\$55.00	\$220.00	\$32.00	\$128.00
60	662-2004	WRK ZN PAV MRK NON-REMOV (W) (4") (SLD)	10,872	LF	\$0.20	\$2,174.40	\$0.17	\$1,848.24
61	662-2032	WRK ZN PAV MRK NON-REMOV (Y) (4")(SLD)	10,872	LF	\$0.20	\$2,174.40	\$0.17	\$1,848.24
62	666-2012	REFL PAV MRK TY I (W) (4") (SLD)	13,796	LF	\$0.28	\$3,862.88	\$0.25	\$3,449.00
63	666-2157	REFL PAV MRK TY I (W) (24") (SLD)	20	LF	\$23.00	\$460.00	\$20.00	\$400.00
64	666-5178	REFL PAV MRK TY I (Y) (4") (SLD)	14,038	LF	\$0.30	\$4,211.40	\$0.25	\$3,509.50
65	672-2015	REFL PAV MRKR TYI I-A-A	181	EA	\$3.75	\$678.75	\$3.35	\$606.35
66	677-2001	ELIM EXT PAV MRK & MRKS (4")	1,200	LF	\$0.51	\$612.00	\$0.45	\$540.00
67	400-XXXX	CUT & RESTORE PAVEMENT (DRIVEWAY)	7	SY	\$40.00	\$280.00	\$250.00	\$1,750.00
68	505S-B	18" STEEL ENCASEMENT PIPE (OPEN CUT) (3/8" THICK)	65	LF	\$68.00	\$4,420.00	\$128.00	\$8,320.00
69	505S-B	18" STEEL ENCASEMENT PIPE (BORE) (3/8" THICK)	35	LF	\$224.00	\$7,840.00	\$450.00	\$15,750.00
70	509S-1	TRENCH SAFETY SYSTEMS	1,362	LF	\$1.00	\$1,362.00	\$1.00	\$1,362.00
71	510-AW	8" PVC WATER PIPE (C-900 DR14), INCLUDING TRACER WIRE	1,362	LF	\$31.00	\$42,222.00	\$45.00	\$61,290.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	CHAMPION SITE PREP		HUNTER INDUSTRIES	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
72	510-A-8" Dia RW	D.I. RESTRAINTS FOR 8" PVC WATER PIPE	348	LF	\$8.40	\$2,923.20	\$8.00	\$2,784.00
73	510-BW	RECONNECT EXISTING WATER SERVICE	3	EA	\$1,344.00	\$4,032.00	\$1,250.00	\$3,750.00
74	510-JW	WET CONNECTION	3	EA	\$1,064.00	\$3,192.00	\$750.00	\$2,250.00
75	510-KW	8" D.I. FITTINGS	11	EA	\$504.00	\$5,544.00	\$100.00	\$1,100.00
76	511S-A	8" RESILIENT WEDGE GATE VALVE	3	EA	\$1,232.00	\$3,696.00	\$1,100.00	\$3,300.00
TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS					\$2,042,456.35		\$2,054,359.36	
ACTUAL BASE BID PROPOSAL					\$2,042,456.34		\$2,054,359.36	
ADJUSTMENT DIFFERENCE					\$0.01		\$0.00	
Acknowledgement of Addenda:								
Addendum No. 1					Yes		Yes	
Bid Bond					Yes		Yes	
Conflict of Interest Statement					Yes		Yes	
References (Mimimum of three)					Yes		Yes	

Contract award for Civil Engineering Services for the Williamson County Tax Office

Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Jonathan Harris, Purchasing
Submitted For: Jonathan Harris
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding proposals received for Civil Engineering Services for the Williamson County Tax Office (Proposal #09WCRFQ909) to the proposal best meeting specification-Steger Bizzell, with a not to exceed amount of \$6000.00.

Background

Consider awarding proposals received for Civil Engineering Services for the Williamson County Tax Office (Proposal #09WCRFQ909) to the proposal best meeting specification-Steger Bizzell, with a not to exceed amount of \$6000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [PSA for civil engineer](#)

Form Routing/Status

Form Started By: Jonathan Harris Started On: 10/07/2009 03:37 PM
 Final Approval Date: 10/08/2009

Contract No. _____

Checklist

Prior to Initiation of Work

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

Course of Work

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

Notices (as applicable)

- ☐ Notice of Suspension

Contract No. _____

- ☐ 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

TABLE OF CONTENTS

<u>SECTION:</u>	<u>TITLE:</u>	<u>PAGE</u>
I.	<i>Employment of the Engineer</i>	1
II.	<i>Basic Services of the Engineer</i>	1
III.	<i>Fee Schedule</i>	3
IV.	<i>Period of Service</i>	3
V.	<i>Coordination with the County</i>	4
VI.	<i>Review of Work Product</i>	5
VII.	<i>Revision to Work Product</i>	6
VIII.	<i>Engineer's Responsibility and Liability</i>	6
IX.	<i>Ownership of Documents</i>	8
X.	<i>Maintenance of and Right of Access to Records</i>	8
XI.	<i>Miscellaneous:</i>	
A.	Severability	9
B.	Venue and Governing Law	9
C.	Equal Opportunity in Employment	9
D.	Certificate of Engineer	9
E.	Notice	10
F.	Insurance Requirements	11
G.	Property Taxes	11
H.	Successors and Assigns	11
I.	Bidding Exemption	11
J.	Taxpayer Identification	11
K.	Compliance with Laws	11
L.	Reports of Accidents	11
M.	Definition of Engineer	12
N.	Gender, Number and Headings	12
O.	Incorporation of Attachments	12
P.	Entity Status	12
Q.	Construction	12
R.	Independent Contractor	12
S.	No Waiver of Immunities	12
T.	Interest and Late Payments	13
U.	Texas Public Information Act	13
V.	Acknowledgement	13
W.	Governing Terms and conditions	13
X.	Entire Agreement	14
	Signature Page	14

Contract No. _____

TABLE OF CONTENTS (cont'd)

EXHIBIT I	<i>Compensation for Professional Services</i>	15
	Attachment A – Work Authorization	17
EXHIBIT II	<i>Hourly Rates</i>	19
EXHIBIT III	<i>Compensation for Additional Professional Services</i>	20
EXHIBIT IV	<i>Production Schedule</i>	21
EXHIBIT V	<i>Procedures for Termination or Suspension</i>	22
EXHIBIT VI	<i>Equal Opportunity in Employment</i>	24
EXHIBIT VII	<i>Insurance Requirements</i>	26
APPENDIX A	<i>Scope of Services</i>	28
APPENDIX B	<i>Engineer's Qualification Statement</i>	29

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 Steger & Bizzell Engineering, Inc. (**the "Engineer"**).

WHEREAS, **County** desires to obtain civil engineering and surveying services for site improvements and renovations to the Williamson County Tax Assessor/Collector Building located at 909 S. Austin Ave. and 904 S. Main St., Georgetown, Texas. (*the "Project"*);

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

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

Section I

Employment of the Engineer

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

Section II

Basic Services of the Engineer

- A. In consideration of the compensation herein provided, **Engineer** shall perform professional engineering services for the **Project**, which are acceptable to the **County Judge**, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. **Engineer** shall also serve as **County's** professional engineer in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **Engineer's** services.
- B. **Engineer** shall not commence work until **Engineer** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County Judge** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

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

Section III Fee schedule

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

Section IV Period of Service

- A. **Engineer** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Engineer** shall complete all design work as described in the Scope of Services within 120 calendar days from receipt by **Engineer** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither **Engineer** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Engineer's** or **County's** reasonable control. Upon the discovery of such an event, **Engineer** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Judge**.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Engineer** of written Notice of Reinstatement from **County**. **Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Engineer's** services

hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

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

Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.

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

Section VI Review of Work Product

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

requirements of this Agreement has been achieved.

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

Section VII Revision to Work Product

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

Section VIII Engineer's Responsibility and Liability

- A. **Engineer** covenants to undertake no task in which a professional license or certificate is required unless it or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, **Engineer** shall inform **County** of such event within five working days.
- B. **Engineer** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the **County Judge** regarding county permitting or similar requirements properly waivable

by the *County Judge*.

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

operations under this Agreement.

- J. **Engineer** shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to **County**, as required by law.
- K. **Engineer** is an independent contractor under this Agreement. Neither it nor any officer, agent or employee of **Engineer** shall be classified as an employee of **County**.
- L. Perry Steger, President, will be the only authorized representative of **Engineer** to participate in any negotiation that may arise between **County** and Main Street Baptist Church in matters involving monetary compensation or long term commitments between these two entities.

Section IX Ownership of Documents

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

Section X Maintenance of and Right of Access to Records

- A. **Engineer** agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the **Project**, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. **Engineer** further agrees that **County** or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the

right to examine and photocopy any and all books, documents, papers and records of **Engineer**, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Engineer** agrees that **County** shall have access during normal working hours to all necessary **Engineer** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. **County** shall give **Engineer** reasonable advance notice of intended audits.

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

Section XI Miscellaneous

- A. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- B. **Venue and Governing Law.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** **Engineer** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** **Engineer** certifies that neither **Engineer** nor any members of

Engineer's firm has:

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

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

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

ENGINEER: Steger Bizzell
Perry C. Steger, President
1978 S. Austin Ave.
Georgetown, TX 78626

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

with copy to: Williamson County Attorney
Jana Duty (or successor)
405 M.L.K. St., Box #7
Georgetown, Texas 78626

and to: Joe Latteo, Director Facilities Maintenance
Williamson County
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The *Engineer* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Engineer*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Engineer's* performance of work under this Agreement.

- M. **Definition of Engineer.** The term “**Engineer**” as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that **Engineer** is a Texas Registered Engineering Firm F-181 and Texas corporation, duly authorized to transact and do business in the State of Texas.
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. **Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to **County**, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. **County** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. **Interest and Late Payments.** **County’s** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor’s receipt of an invoice. Interest charges for any late payments shall be paid by **County** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of **County’s** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent

(1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, **County** shall notify the party requesting payment of such an invoice of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- U. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **County**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to **County** as to whether or not the same are available to the public. It is further understood that **County's** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that **County**, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to **County** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- V. **Acknowledgement.** As a duly authorized representative of **Engineer**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Engineer** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- W. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.
- X. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **Engineer** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both **County** and **Engineer**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

Contract No. _____

14 of 27 Pages

EXECUTED this 7th day of OCT, 2009.

THE ENGINEER:

STEGER & BIZZELL ENGINEERING, INC.

BY: _____

Printed Name: Perry C. Steger

Title: President

WILLIAMSON COUNTY:

BY: _____

Dan A. Gattis,
Williamson County Judge

Reviewed as to Form By: _____

County Attorney

County Auditor

EXHIBIT I**COMPENSATION FOR PROFESSIONAL SERVICES****ACTUAL COST OF SERVICES METHOD****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 \$6,000.00.
- 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 II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a

written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The **Engineer** shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Engineer** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Engineer** shall not be compensated for work made necessary by **Engineer's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$6,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, **Engineer** shall provide **County Judge** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to **County Judge** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by **Engineer**.

Contract No. _____

17 of 27 Pages

ATTACHMENT A

WORK AUTHORIZATION NO. _____

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 Steger Bizzell (*the "Engineer"*).

Part 1. The *Engineer* will provide the engineering services set forth in the attached Exhibit "B."

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

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, 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 _____, 200__.

ENGINEER:
Steger & Bizzell Engineering, Inc.

COUNTY:
Williamson County, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Contract No. _____

18 of 27 Pages

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County (if applicable

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

EXHIBIT II
HOURLY RATES

Rate Schedule
Effective June 26, 2008

(All Rates Per Hour)

Engineer (Principal)	\$175.00
Engineer (P.E.)	\$132.00
Registered Surveyor	\$110.00
Project Specialist-2	\$160.00
Project Manager	\$105.00
GIS Technician	\$ 90.00
Senior Technician	\$105.00
Engineer in Training (E.I.T.)	\$105.00
Graduate Engineer	\$100.00
Surveyor in Training (S.I.T.)	\$ 88.00
Geologist	\$110.00
CADD Technician/Draftsman	\$ 87.00
Clerical	\$ 65.00
Field Inspector	\$ 65.00
1 Man Survey	\$110.00
2 Man Survey Party	\$120.00
3 Man Survey Party	\$140.00
4 Man Survey Party	\$165.00
GPS Survey Party	\$160.00
Technician	\$ 95.00

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

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

EXHIBIT IV

PRODUCTION SCHEDULE

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

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

EXHIBIT V**PROCEDURES FOR TERMINATION OR SUSPENSION**

Procedures for **Engineer** to follow upon receipt of Notice of Termination:

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

Procedures for **Engineer** to follow upon receipt of Notice of Suspension:

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

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

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

EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Engineer** will send to the labor union representative or workers with which 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 VII
INSURANCE REQUIREMENTS

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

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. *Engineer* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.
- E. In the event *Engineer* is self-insured in connection with any or all of the above-required insurance policies, *Engineer* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

Engineer shall not commence any field work under this Agreement until 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 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.

APPENDIX A**SCOPE OF SERVICES**

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

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

Scope of Services – Preliminary Assessment to Correct Drainage Problems

Initial Scope of Services to include the following:

- 1) **Problem Definition** Identify the specific areas around the perimeter of the building that do not have positive drainage away from the building. Perform field surveying sufficient to determine the extent of the problems and to develop grade profiles for potential solutions.
- 2) **Conceptual Solution** Based on the problems discovered during the Problem Definition phase, develop an economical solution to ensure that all storm water has a positive path the flow away from the building and is safely transported off-site. Storm water includes all water entering from adjacent properties, and subject property, including roof downspouts.
- 3) **Engineer's Estimate of Probable Costs** Develop an preliminary Engineer's estimate of probable costs to construct necessary improvements to resolve drainage issues.

ENGINEER: STEGER BIZZELL

Date: October 2, 2009

EXHIBIT A / ESTIMATED PROJECT FEES (SCOPE)

Williamson County Tax Assessor/Collector Building
City of Georgetown, Texas

TASK AND DESCRIPTION	Engineer (Principal)	Engineer (PE)	Registered Surveyor	Project Manager	Senior Technician	Engineer In Training	CADD Technician	Clerical	3-Man Survey	GPS Survey	Total Fees
Hourly Rate:	175	132	110	105	105	105	67	65	140	160	
Field Surveying											
1. Locate building envelope/adjacent structures									5		700
Subtotal Hours:									5		
Subtotal Fees:									700		700
Site Evaluation											
1. Site visit and evaluation				2							210
2. CADD Tech							4				348
3. Prepare design schematic layout				16							1,680
4. Drainage analysis and proposed improvements				16							1,680
5. Develop engineer's estimate for proposed drainage improvements				4							420
Subtotal Hours:				38			4				
Subtotal Fees:				3,990			348				4,338
Total Hours:				38			4		5		
Total Fees:				3,990			348		700		5,038

Advertising request for Landfill Monitor RFP Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Jonathan Harris, Purchasing
Submitted For: Jonathan Harris
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of November 4, 2009 at 2:00pm in the Purchasing Department to receive proposals for Williamson County Landfill Monitoring Services.

Background

Consider authorizing advertising and setting date of November 4, 2009 at 2:00pm in the Purchasing Department to receive proposals for Williamson County Landfill Monitoring Services as stated in Waste Management Contract.

Fiscal Impact

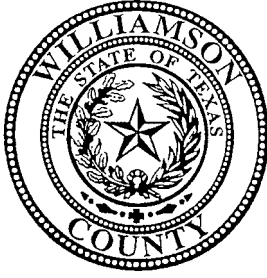
From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Landfill Oversight Monitor RFP](#)

Form Routing/Status

Form Started By: Jonathan Harris Started On: 10/08/2009 09:24 AM
Final Approval Date: 10/08/2009



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

<http://www.williamson-county.org/Purchasing>

REQUEST FOR PROPOSAL

Williamson County Landfill Monitoring Services PROPOSAL NUMBER: 09WCP818

PROPOSALS MUST BE RECEIVED AT OR BEFORE: November 4, 2009 – 2:00 PM

PROPOSALS WILL BE PUBLICLY OPENED: November 4, 2009 – 2:00 PM

PROPOSAL SUBMISSION

DEADLINE: Proposals must be received in the Williamson County Purchasing Department **at or before Wednesday, November 4, 2009 at 2:00 PM**. Proposals will be publicly opened at 2:00 pm or soon thereafter in the Williamson County Purchasing Department.

METHODS: Sealed proposals may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Jonathan Harris, 301 SE Inner Loop, Suite 106, Georgetown, Texas 78626*.

LOCATION DIRECTIONS: Please see page 13 of this document for a map and directions to the Williamson County Inner Loop Annex.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

PROPOSAL REQUIREMENTS

PRE-PROPOSAL MEETING: All vendors interested in submitting a proposal are invited to attend the non-mandatory pre-proposal meeting at **2:00pm on Wednesday, October 21, 2009**, at the Williamson County Human Resources Department, located at 301 SE Inner Loop Annex, Suite 108, Georgetown, TX 78626. At this time, vendors will be able to find out more about the project and ask any questions in reference to the RFP. Although in-person attendance is preferred, the County will also provide a conference phone for vendors to call in and attend the meeting remotely. **If you plan on attending via telephone, please contact Jonathan Harris in Purchasing (512-943-1692) at least one (1) day prior to the meeting, to obtain conference telephone information.**

SUBMITTAL: One (1) original proposal and three (3) copies must be submitted and consist of the COMPLETED AND SIGNED Proposal Form and any other required documentation. **All copies must have the same attachments as the original.**

SEALED: All proposals must be returned in a sealed envelope with the proposal name, number, opening date and time clearly marked on the outside. If an overnight delivery service is used, the proposal name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County requires proposer to supply with this proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number, and name of representative.

LEGIBILITY: Proposals must be legible and of a quality that can be reproduced.

FORMS: All proposals must be submitted on the forms provided in this Request for Proposal. Changes to forms made by proposer shall disqualify their proposal. Proposals cannot be altered or amended after submission deadline.

LATE PROPOSAL: Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: A prospective proposer must affirmatively demonstrate responsibility and must meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required lease payment;
- c) have a satisfactory record of performance in agriculture;
- d) be otherwise qualified and eligible to receive an award of said land lease.

Williamson County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

AWARD

THIRTY DAYS: Awards should be made approximately thirty (30) days after the proposal opening date. Results may be obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE:

No more than one proposal will be awarded for any item, single department or area. Proposals may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in this proposal request, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

CONTRACT: This Proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful Proposer and Williamson County.

The successful proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

CONTRACT ADMINISTRATION: Under the Contract, Bob Daigh, Williamson County Director of Infrastructure, shall be the contract administrator with designated responsibility to ensure compliance with the requirements of the Agreement, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners' Court and the successful Proposer.

CONTRACT PERIOD: The Initial Term of the Contract shall commence on the Date of Award and continue for twenty-four (24) months thereafter. The Contract Agreement may be reviewed on an annual basis and

may be renewed as described and set forth under "CONTRACT EXTENSIONS" below.

CONTRACT EXTENSIONS: On or before the Termination Date, the Williamson County Commissioners Court reserves the right to extend the Agreement, by mutual agreement of both parties, as it deems, in its sole discretion, to be in the best interest of Williamson County. Any such extensions will be in twelve (12) month increments for up to two (2) additional years, with the terms, covenants and conditions of the Contract Agreement remaining the same for any extension. Each new extension of the Agreement is contingent upon the approval of Williamson County Commissioners Court for each extended term in question. The County and the proposer agree that termination shall be the proposer's sole remedy if the Williamson County Commissioners Court decides not to extend the Agreement for additional term(s), as set forth above.

PROPOSAL CONTACTS

Any questions, clarifications or requests for general information should be directed to the contact listed below. Question submittals must be made via email, and are **due by 5:00 PM CST on Monday, November 2, 2009**. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

All submitted questions with their answers will be posted and updated on a daily basis to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>

PURCHASING CONTACT:

Jonathan Harris
Assistant Purchasing Agent
301 SE Inner Loop, Suite 106
Georgetown, TX 78626
joharris@wilco.org

MISCELLANEOUS

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Request for Proposal. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

FIRM PRICING: The price must be good from the date of proposal opening for a fixed period of time. Unless the proposal expressly states otherwise, this period shall be until the end of the initial term. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may

award a Contract for the period implied or expressly stated in the best proposal.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal.

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2009 thru September 30, 2010 fiscal year.

SALES TAX: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

DELIVERY: The delivery time and location for the commodity and/or service covered by this proposal shall be as stated in the various proposal packages.

PURCHASE ORDER: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful proposer for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, (512) 943-1558.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: <http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

The Williamson County Conflict of Interest Statement is located on Page 11 of this RFP. This form must be completed, signed, and submitted with your Proposal.

ETHICS: The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Proposer shall provide with this response, all documentation required by this request for proposal. Failure to provide this information may result in rejection of the proposal.

TERMINATION FOR CAUSE: In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Proposer may be given a reasonable opportunity to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

TERMINATION FOR CONVENIENCE: Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, for convenience and without cause or further liability, upon thirty (30) days written notice to Proposer. In the event Williamson County exercises its right to terminate without

cause, it is understood and agreed that only the amounts due to Proposer for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

PROPRIETARY INFORMATION: All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

WORKER'S COMPENSATION

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

Purpose

Williamson County seeks proposals in response to this Request for Proposal (RFP) from qualified and experienced consultants to provide landfill oversight services for the County. The primary role of the landfill oversight inspector is to oversee Williamson County's Municipal Solid Waste (MSW) contractor, provide regular reports to the Williamson County Commissioners Court, and monitor contract activities related to compliance with Texas Commission on Environmental Quality (TCEQ) requirements and the contract between Williamson County and its contractor, Waste Management. This will initially be a 2-year contract, with the ability to renew in twelve (12) month increments for up to two (2) additional years.

Requirements

Deadline for submission – RFPs must be submitted prior to **Wednesday, November 4, 2009 at 2:00 pm**. RFPs must be submitted to the Williamson County Purchasing Department, which is located at 301 SE Inner Loop, Suite 106, Georgetown, TX 78628. Responses may either be mailed or hand delivered in a sealed envelope. Responses should be clearly labeled with RFP #09WCP818 on the front of the envelope.

Evaluation/Selection Criteria

All responses received by the designated date and time will be evaluated based on the vendor responses to the specific criteria listed under Selection Criteria. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the requested services.

Selection Process

Firms are advised that the selection committee, at its option, may recommend a contract strictly on the basis of the initial RFP responses, or in addition, may have interviews with individuals or firms to determine its final recommendation. The selection committee will present its recommendation to the Williamson County Commissioners Court for approval.

Contract Award

A recommendation for Contract Award will be made to the Williamson County Commissioners Court after the best offer is determined. The best offer may be determined from the initial offer or after any contract negotiations have been concluded.

Submission Documents

Respondents should include the following items in their response to this RFP:

- a) Responses to **Selection Criteria** for providing requested services (**Starting on Page 5**)
- b) Resume(s) for the individual(s) that will be providing the requested services
- c) Signed and completed **Williamson County Proposal Form (Page 12)**
- d) Signed and completed **Williamson County Conflict of Interest Statement (Page 11)**
- e) At least three (3) references where like services have been supplied by you or your firm

Selection Criteria

Selection will be based on the respondents' experience, qualifications, references, history of providing like services related to the criteria listed below, and price. Please provide your response to the following listed criteria. You should include sufficient information that will reveal the experience, background, references, education, etc. of the individual(s) that will be performing the required services.

Please note the following:

If the information you are submitting exceeds the space provided, you may attach additional sheets. Additional sheets should be clearly marked to reference the specific numbered criteria.

- 1) Previous regulatory experience in Municipal Solid Waste (MSW). The County is expecting that this experience will be used in providing oversight inspection services at the Williamson County Landfill and will also be utilized in monitoring specific requirements of the County's Landfill contract. ***(Directly below, please respond to this criteria)***

- 2) Previous experience in monitoring of monthly activities and providing regular reports to a governing body, such as the Williamson County Commissioners Court. Examples of landfill contractor provided reports to be monitored and reviewed are:
 - a. tonnage received at the landfill for disposal
 - b. recycling and diversion
 - c. total revenue received from user fees, or other revenue sources
 - d. tip fees, special handling fees, and pass through charges charged to landfill users
 - e. any other pertinent details of the landfill operation***(Directly below, please respond to the criteria)***

- 3) Previous experience in monitoring contract activities and administering contracts. Examples of contract terms include verification of reports, payments, operating procedures, operating hours, complaint resolution, etc.

(Directly below, please respond to this criteria)

- 4) Previous experience of monitoring contract activities related to compliance with Texas Commission on Environmental Quality (TCEQ) requirements.

(Directly below, please respond to this criteria)

- 5) Previous experience keeping a governing body (such as the Williamson County Commissioners Court) updated on condition of contracts which you have administered. These updates would likely have included such areas as:
- a. the status of compliance of contracts
 - b. complaints that are submitted to contractor, along with the contractor's response, and corrective action plan if required
 - c. extraordinary occurrences affecting contractor's performance;
 - d. documentation of unacceptable activity that is not in compliance with the existing contract
- (Directly below, please respond to this criteria)***

- 6) Experience providing services for municipal and governmental inquiries, for individuals, agencies, political subdivisions and/or community groups/associations that have business with an organization under the terms of an existing contract.
- (Directly below, please respond to this criteria)***

- 7) Other knowledge and/or services that the Proposer has provided:
- a. Texas Pollutant Discharge Elimination System (TPDES) multi-sector storm water permitting and MSW air permitting
 - b. Texas recycling rules and current national, state, and local trends
 - c. Knowledge of functions of state, county and city governments and their policies and procedures
 - d. Ability to interpret statutory, regulatory and procedural requirements
 - e. Effective communication with engineers, contractors, lawyers, department heads, elected officials, community leaders and County personnel, which is expected to be both verbally and in writing
 - f. Public presentations – (this type of service may be required from time to time)
 - g. Problem solving, making plans and following through to completion of goal
 - h. Attending evening, weekend, and/or holiday meetings
- (Directly below, please respond to this criteria)***

- 8) Educational background and skills in either public administration, business administration or other related field. ***(Directly below, please respond to this criteria)***

- 9) Costs or fees to provide services under this RFP.
(Directly below, please respond to this criteria)



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:

Name of Company:

Date:

Signature of person submitting form:

Notarized:

**Sworn and subscribed before me
by:** _____

on _____
(date)

WILLIAMSON COUNTY PROPOSAL FORM
Williamson County Landfill Monitoring Services

PROPOSAL NUMBER: 09WCP818

NAME OF PROPOSER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

Signature of Person Authorized to Sign Proposal

Date: _____

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

Williamson County Inner Loop Annex

Address:

**301 SE Inner Loop
Georgetown, TX 78626**

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

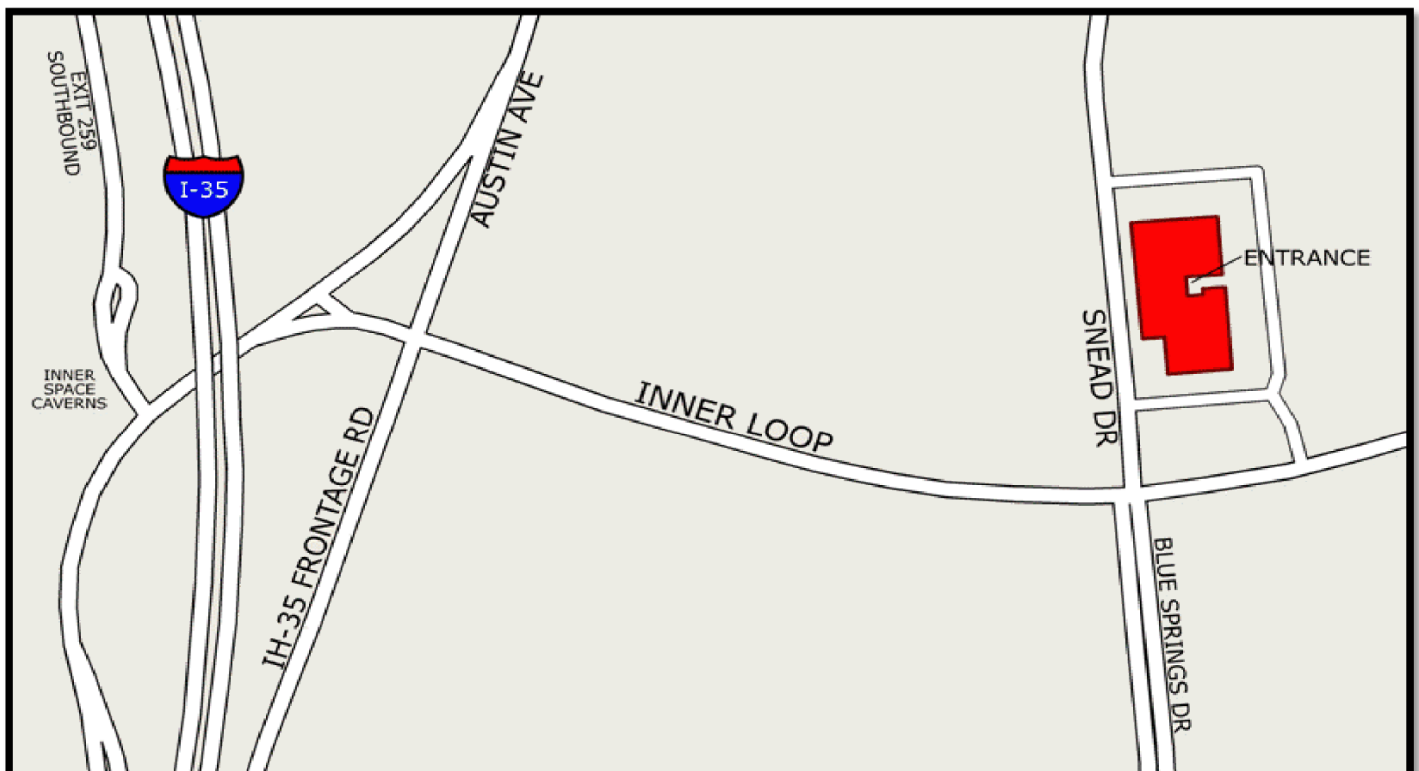
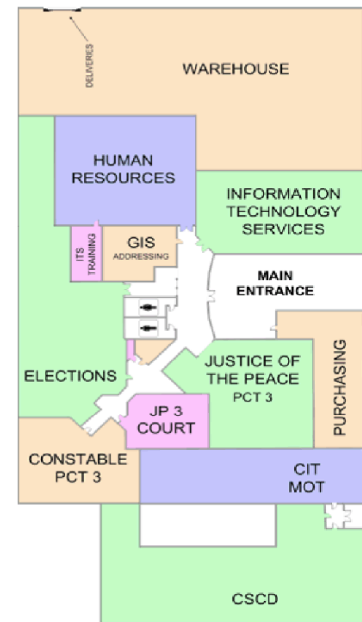
At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

INNER LOOP ANNEX FLOOR PLAN



Award of Road Base Contract

Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Barry Becker, Purchasing
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding bids received for Road Base Materials to the low bids meeting specifications.

Killeen Crushed Stone

Superior Stone

RTI Hot Mix

JAG Trucking

Central Crushers

Capital Aggregates (Georgetown)

Texas Crushed Stone

Butler Materials

Capital Aggregates (Manor)

Texas Aggregates (Bastrop)

Background

Fiscal Impact

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

Attachments

Link: [Zone Map for Item # 1](#)

Link: [Zone Map for Item # 3](#)

Link: [Zone Map for Item # 4](#)

Link: [Zone Map for Item # 5](#)

Link: [Zone Map for Item # 6](#)

Link: [Zone Map for Item # 7](#)

Link: [Zone Map for Item # 8](#)

Link: [Zone Map for Item # 9](#)

Link: [Zone Map for Item # 10](#)

Link: [Zone Map for Item # 11](#)

Link: [Zone Map for Item # 12](#)

Link: [Zone Map for Item # 13](#)

Link: [Zone Map for Item # 14](#)

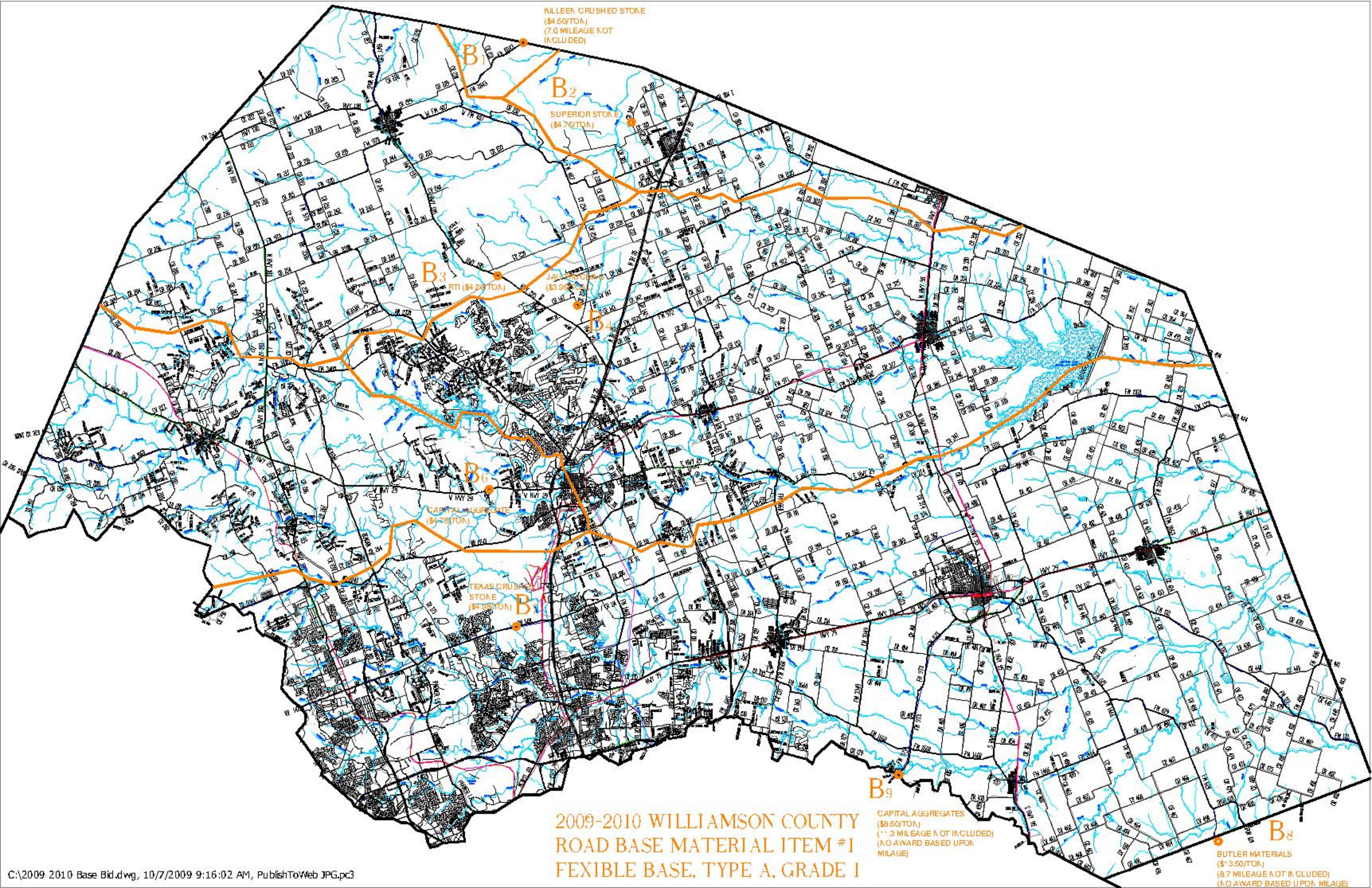
...

Link: [Bid Tab](#)

Link: [Zone Map for Item # 2](#)

Form Routing/Status

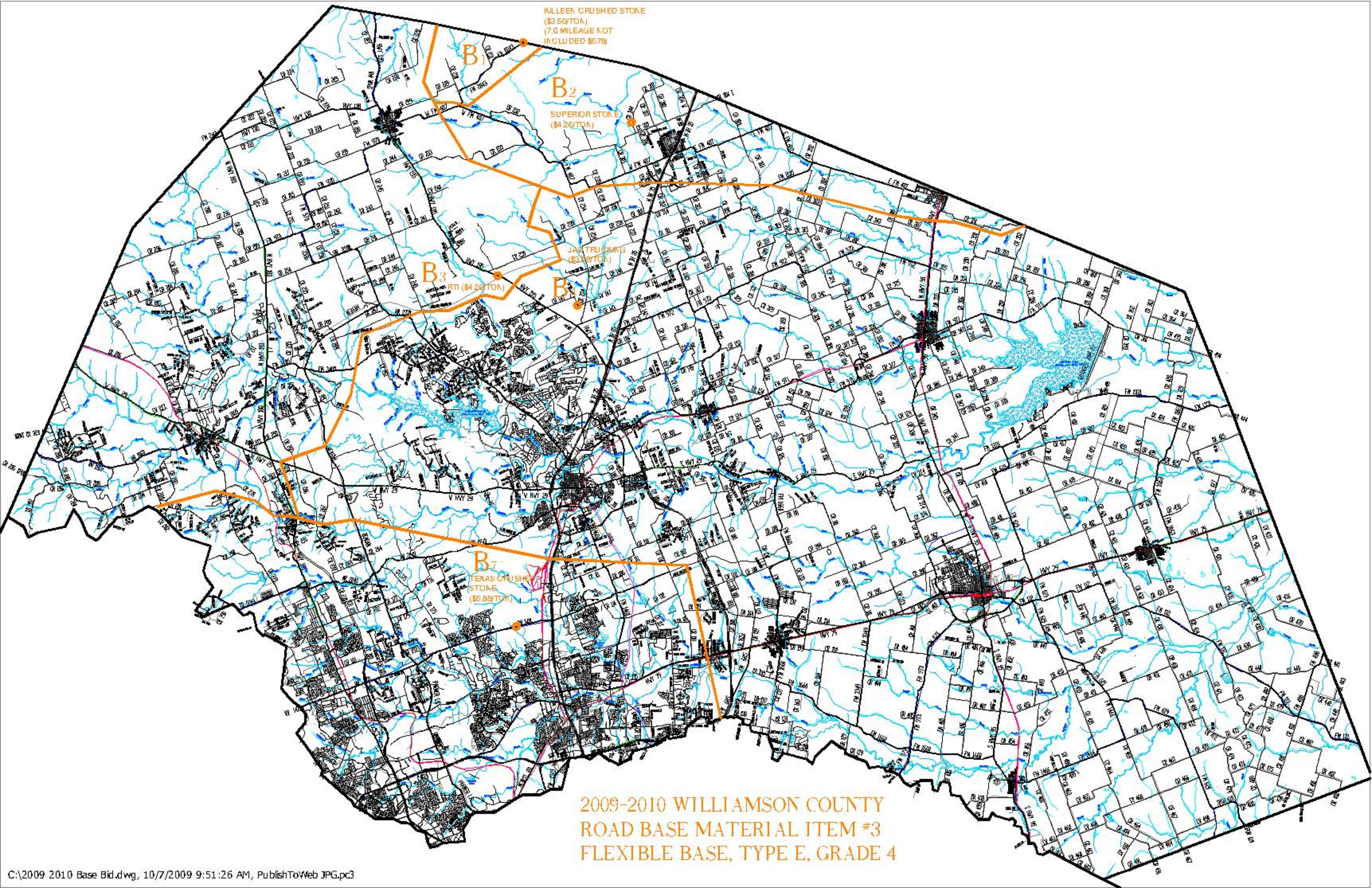
Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	10/08/2009 10:49 AM	APRV
4	Purchasing (Originator)	Bob Space	10/08/2009 11:46 AM	APRV
Form Started By: Barry Becker			Started On: 10/08/2009 10:06 AM	
Final Approval Date: 10/08/2009				



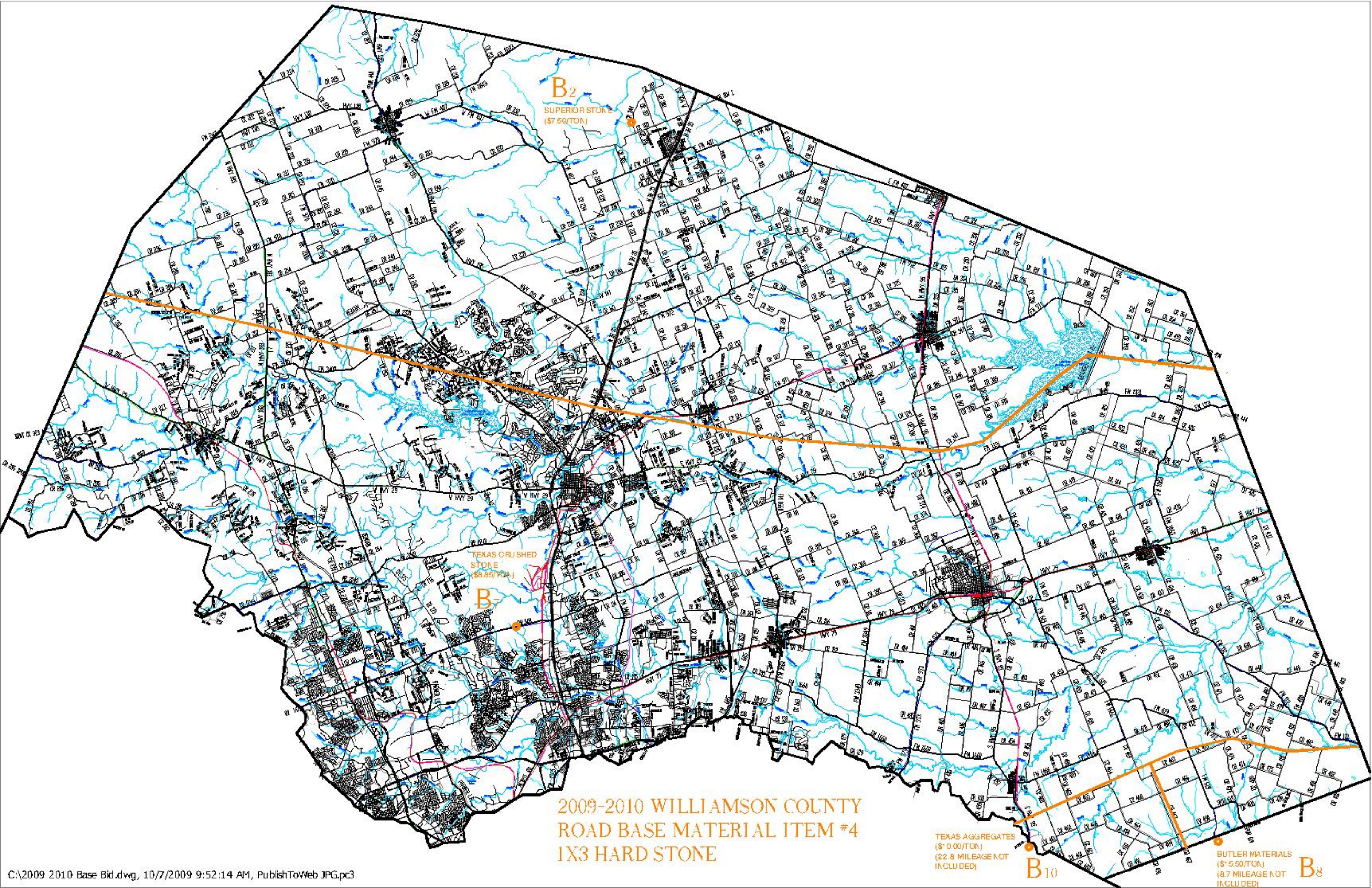
2009-2010 WILLIAMSON COUNTY
ROAD BASE MATERIAL ITEM #1
FEXIBLE BASE, TYPE A, GRADE 1

CAPITAL AGGREGATES
(\$9.50/TON)
(11.3 MILEAGE NOT INCLUDED)
(NO AWARD BASED UPON
MILEAGE)

BUTLER MATERIALS
(\$7.35/TON)
(8.7 MILEAGE NOT INCLUDED)
(NO AWARD BASED UPON MILEAGE)



2009-2010 WILLIAMSON COUNTY
ROAD BASE MATERIAL ITEM #3
FLEXIBLE BASE, TYPE E, GRADE 4



B₂

SUPERIOR STONE
(\$7.50/TON)

TEXAS CRUSHED
STONE
(\$9.85/TON)

B

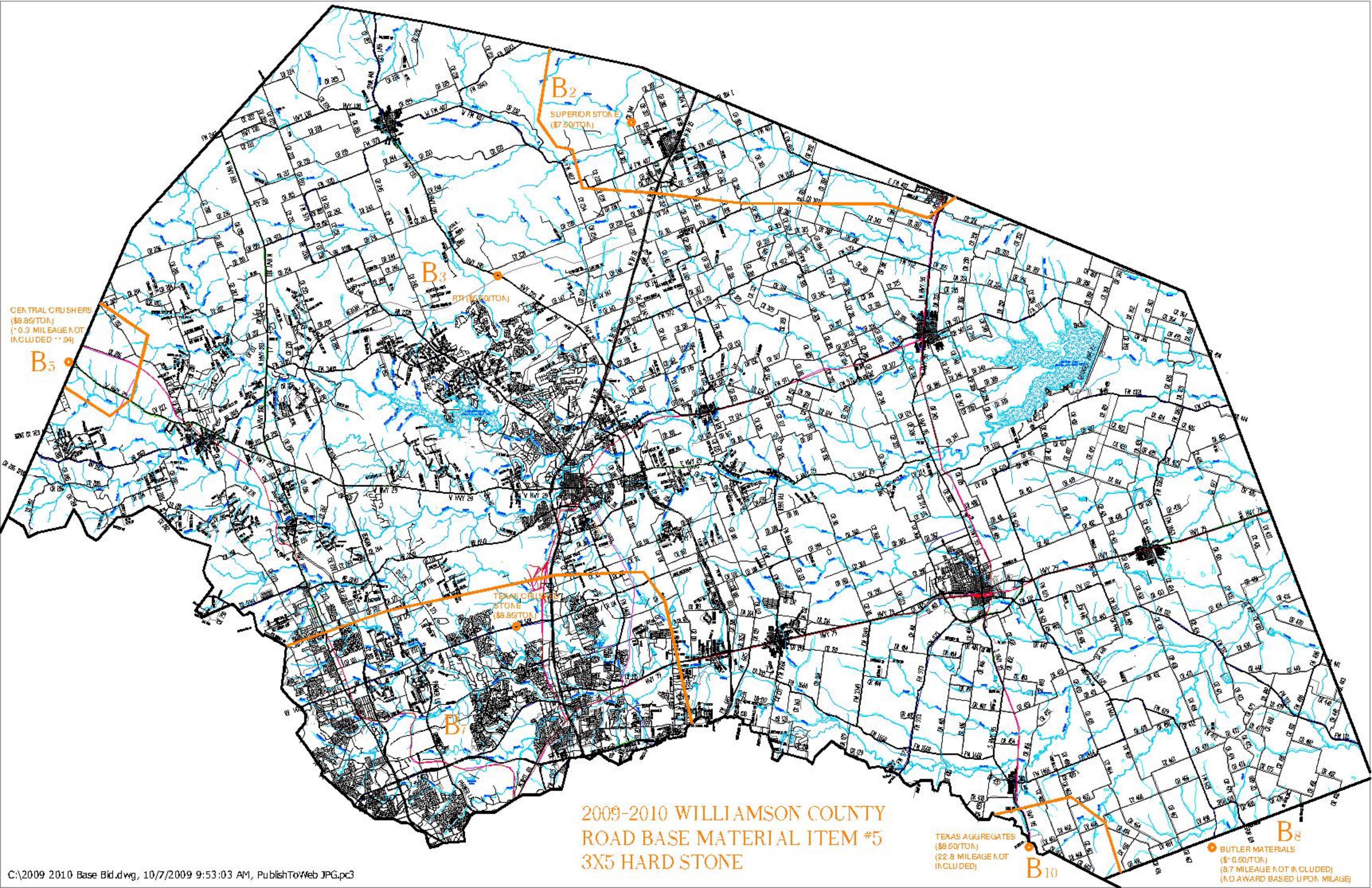
2009-2010 WILLIAMSON COUNTY
ROAD BASE MATERIAL ITEM #4
1X3 HARD STONE

TEXAS AGGREGATES
(\$7.00/TON)
(22.8 MILEAGE NOT
INCLUDED)

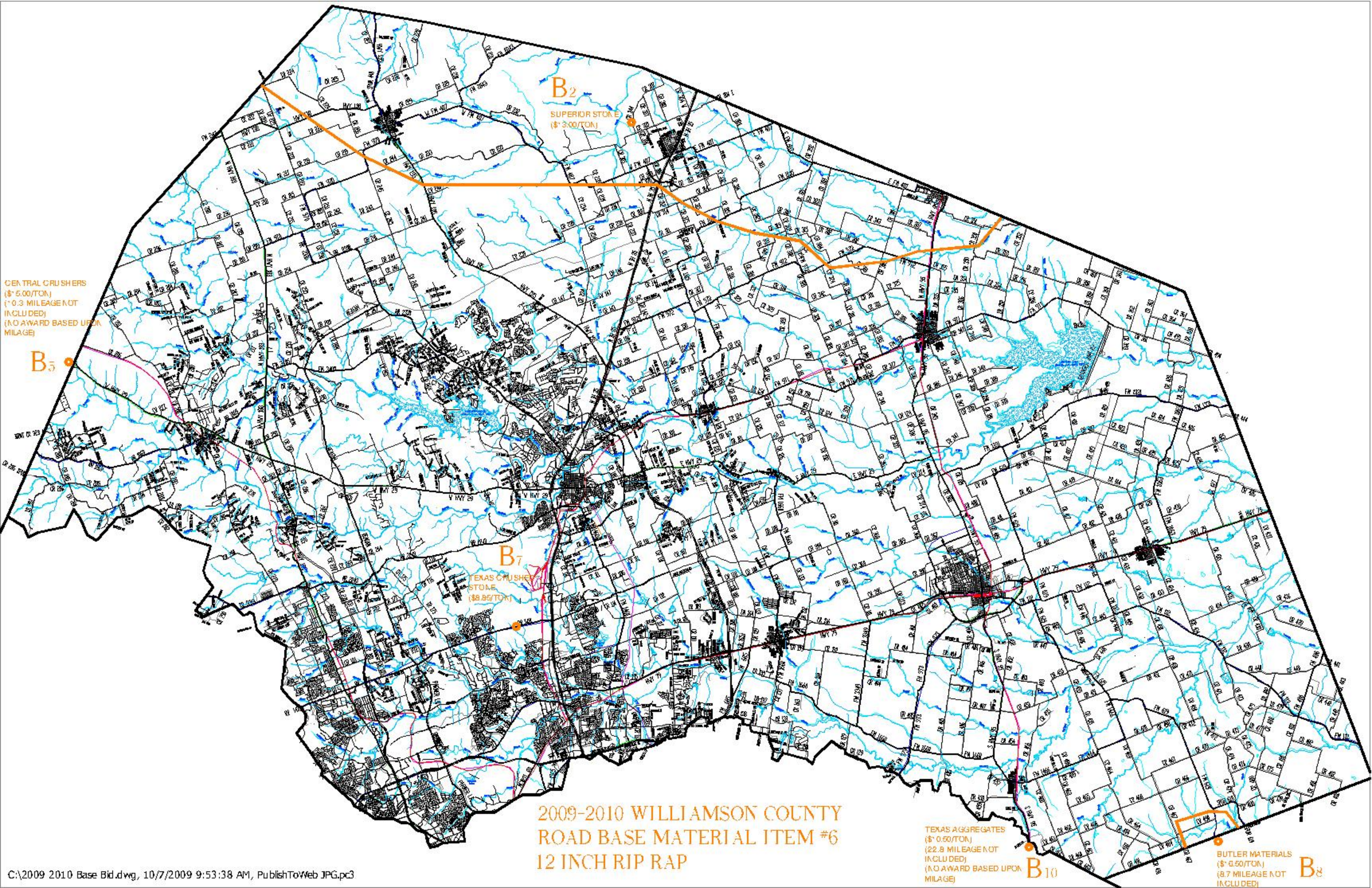
B₁₀

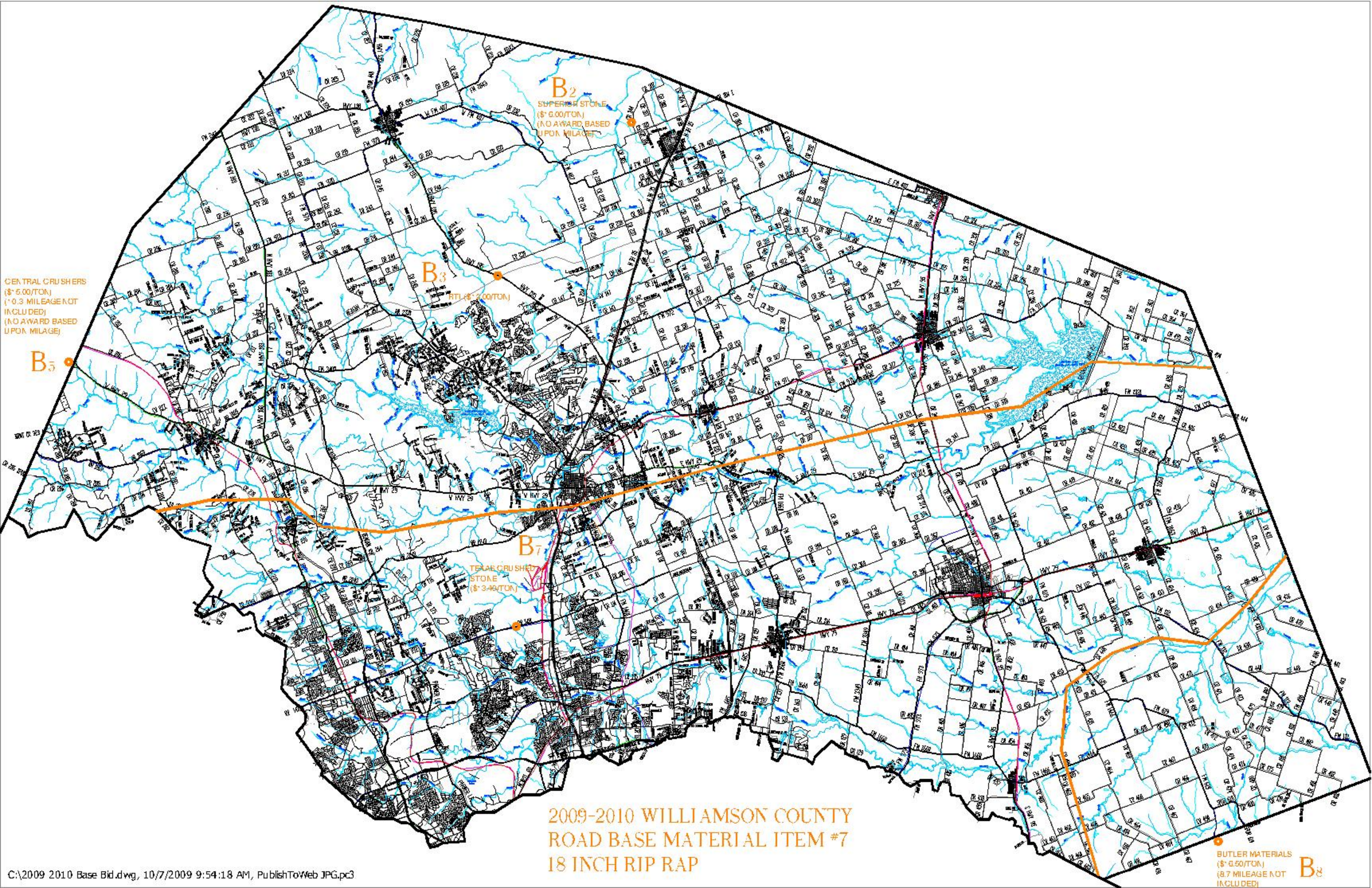
BUTLER MATERIALS
(\$7.50/TON)
(8.7 MILEAGE NOT
INCLUDED)

B₈



2009-2010 WILLIAMSON COUNTY
ROAD BASE MATERIAL ITEM #5
3X5 HARD STONE





CENTRAL CRUSHERS
(\$5.00/TON)
(+0.3 MILEAGE NOT
INCLUDED)
(NO AWARD BASED
UPON MILEAGE)

B₅

B₂
SUPERIOR STONE
(\$6.00/TON)
(NO AWARD BASED
UPON MILEAGE)

B₃
HTI (\$7.00/TON)

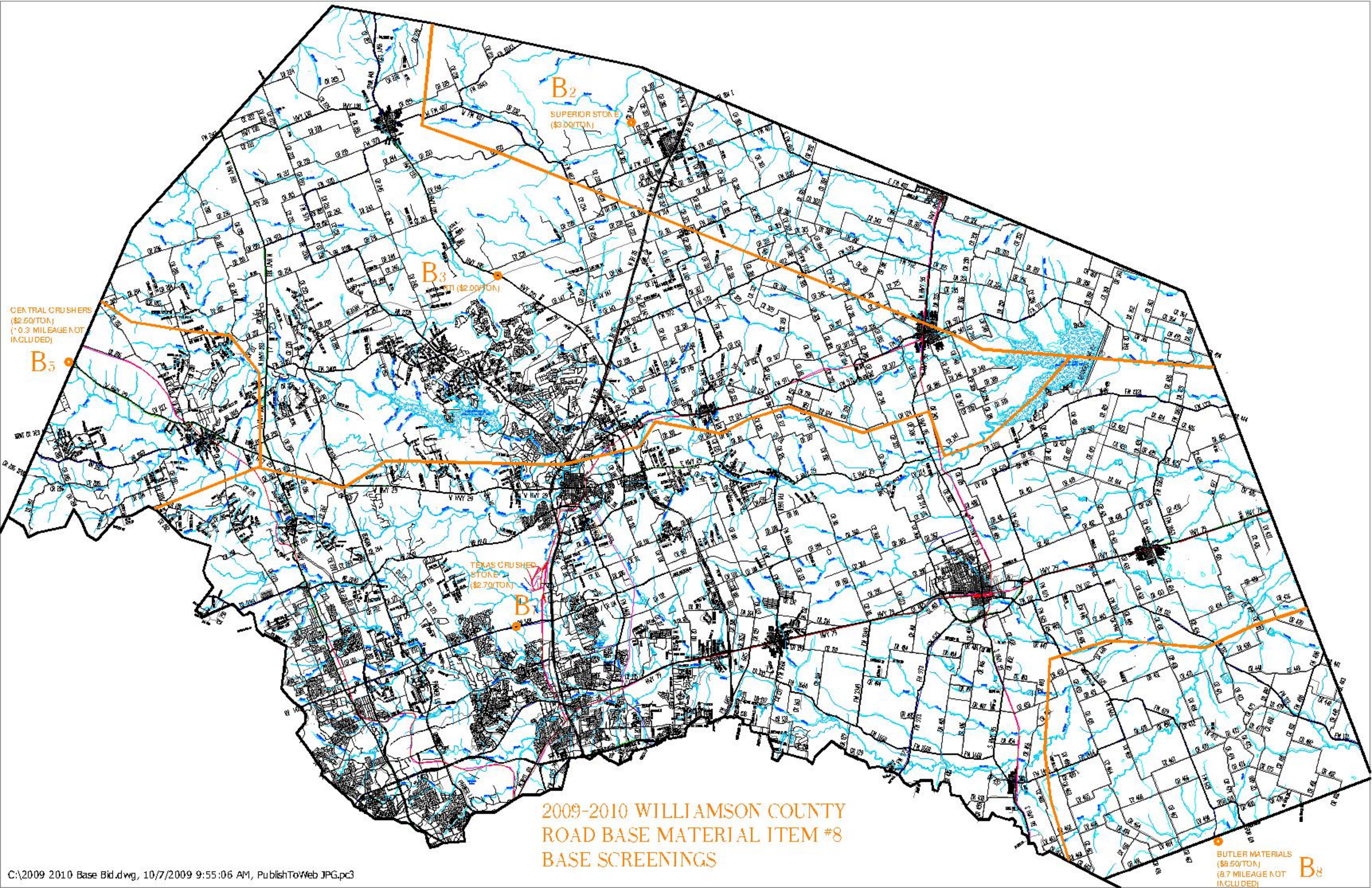
B₇

TEXAS CRUSHED
STONE
(\$3.46/TON)

2009-2010 WILLIAMSON COUNTY
ROAD BASE MATERIAL ITEM #7
18 INCH RIP RAP

BUTLER MATERIALS
(\$6.50/TON)
(+0.7 MILEAGE NOT
INCLUDED)

B₈



2009-2010 WILLIAMSON COUNTY
ROAD BASE MATERIAL ITEM #8
BASE SCREENINGS

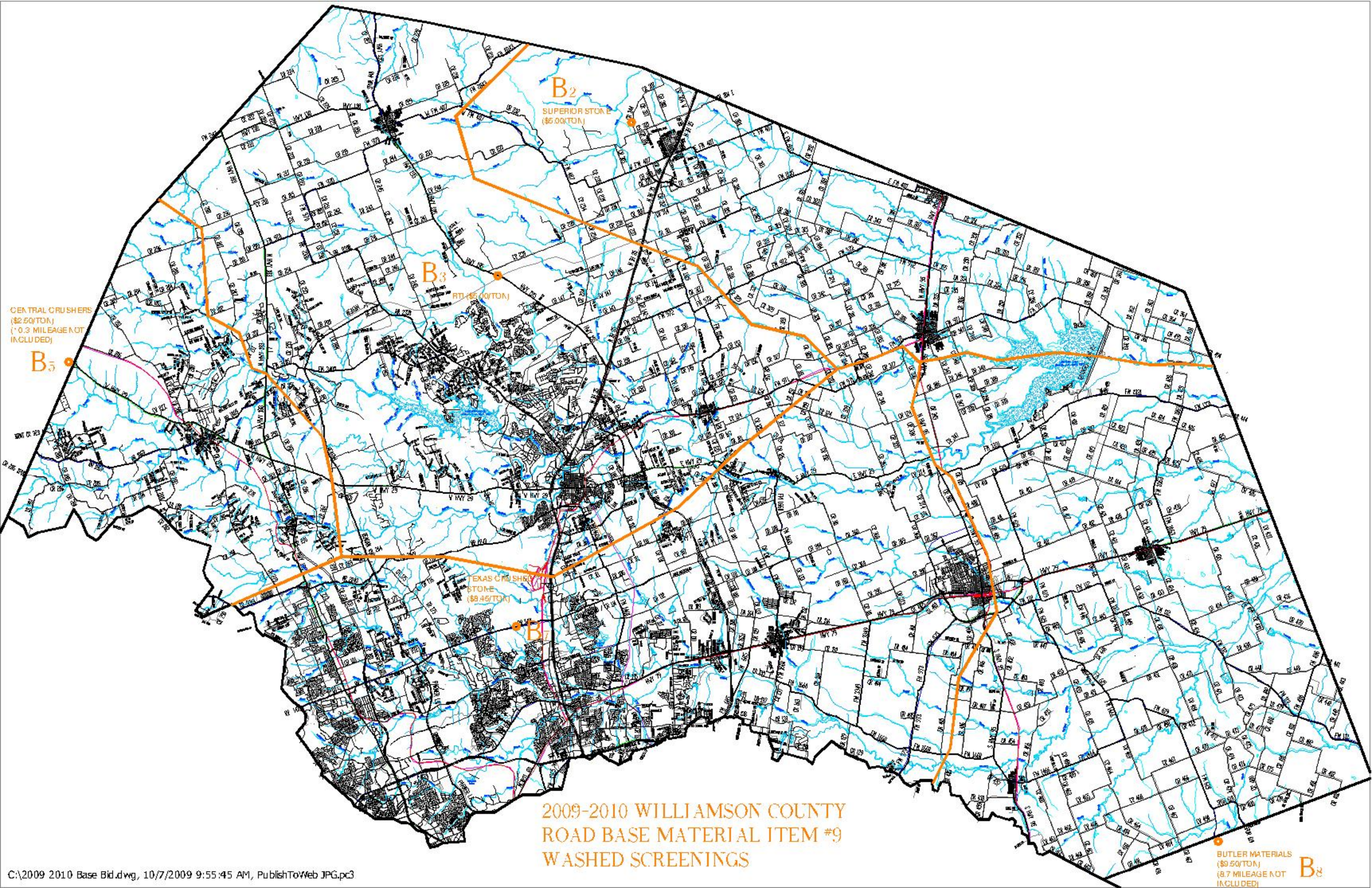
B₅
CENTRAL CRUSHERS
(\$2.50/TON)
(0.3 MILEAGE NOT
INCLUDED)

B₂
SUPERIOR STONE
(\$3.00/TON)

B₃
(\$2.00/TON)

B₄
TEXAS CRUSHED
STONE
(\$2.70/TON)

B₈
BUTLER MATERIALS
(\$8.50/TON)
(8.7 MILEAGE NOT
INCLUDED)



2009-2010 WILLIAMSON COUNTY
ROAD BASE MATERIAL ITEM #9
WASHED SCREENINGS

CENTRAL CRUSHERS
(\$2.50/TON)
(*0.3 MILEAGE NOT
INCLUDED)

B₅

B₂

SUPERIOR STONE
(\$5.00/TON)

B₃

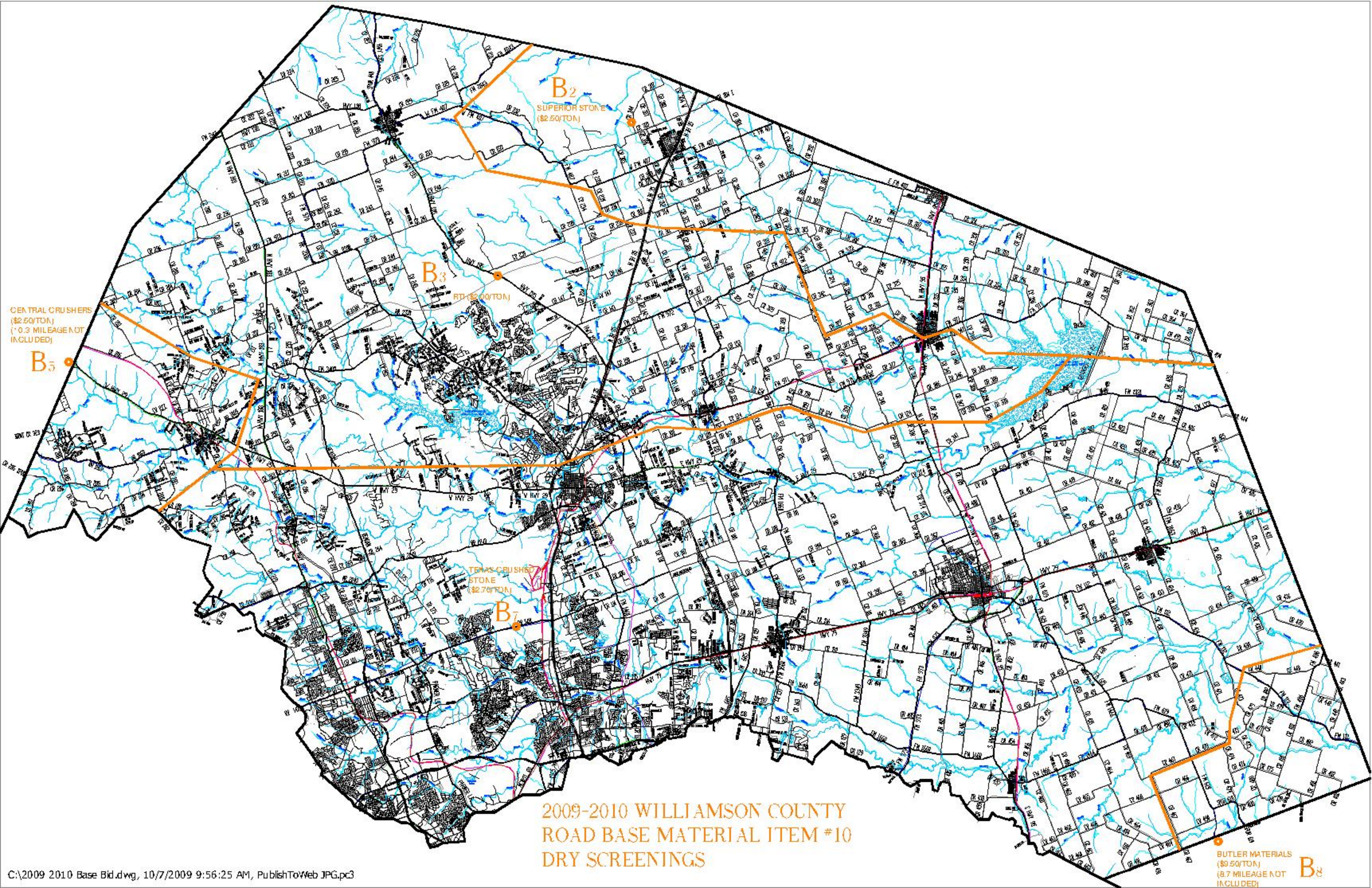
RTI (\$5.00/TON)

TEXAS CRUSHERS
STONE
(\$3.45/TON)

B₇

BUTLER MATERIALS
(\$3.50/TON)
(*0.7 MILEAGE NOT
INCLUDED)

B₈



2009-2010 WILLIAMSON COUNTY
ROAD BASE MATERIAL ITEM #10
DRY SCREENINGS

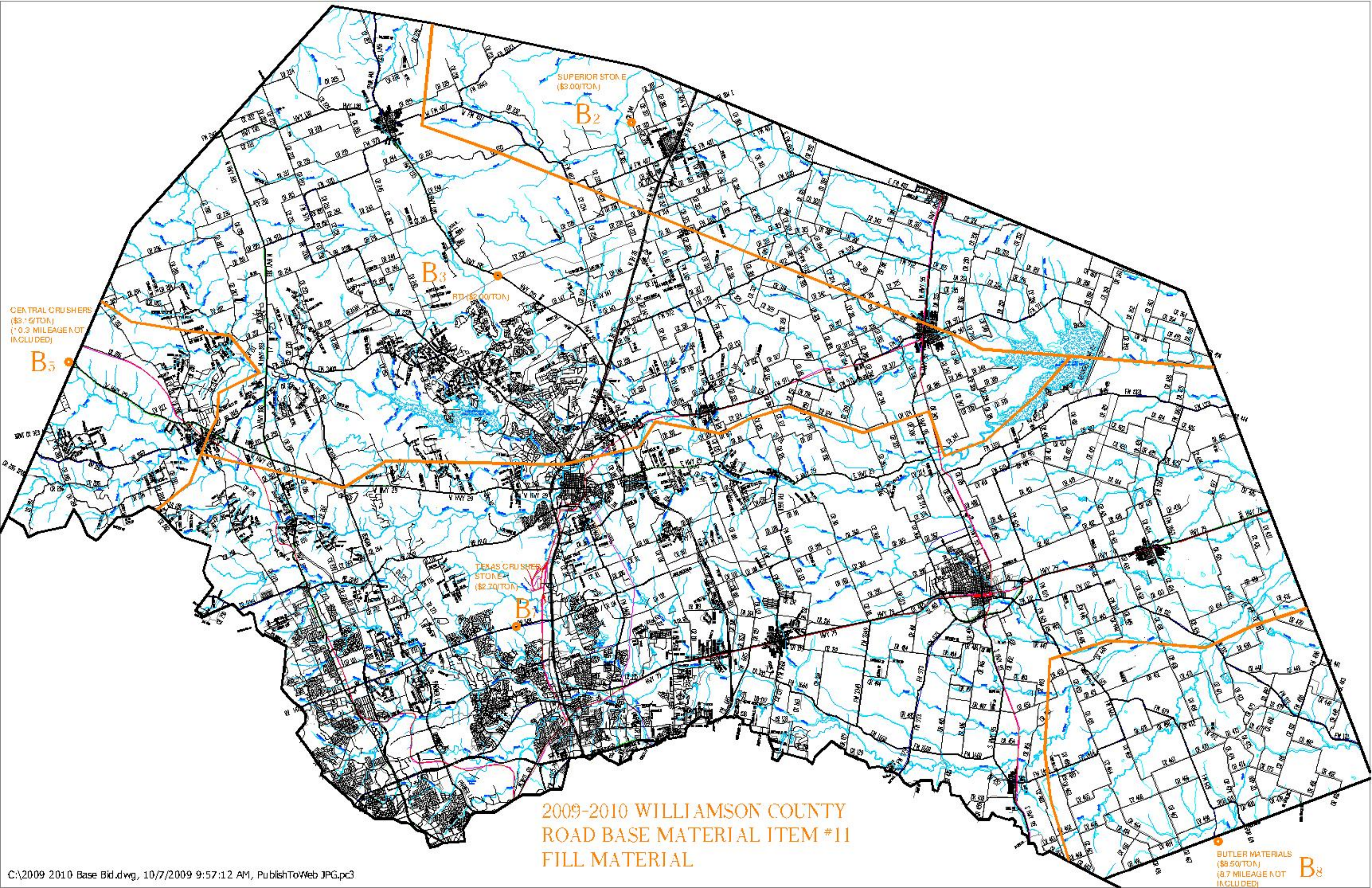
B5
CENTRAL CRUSHERS
(\$2.50/TON)
(*0.3 MILEAGE NOT
INCLUDED)

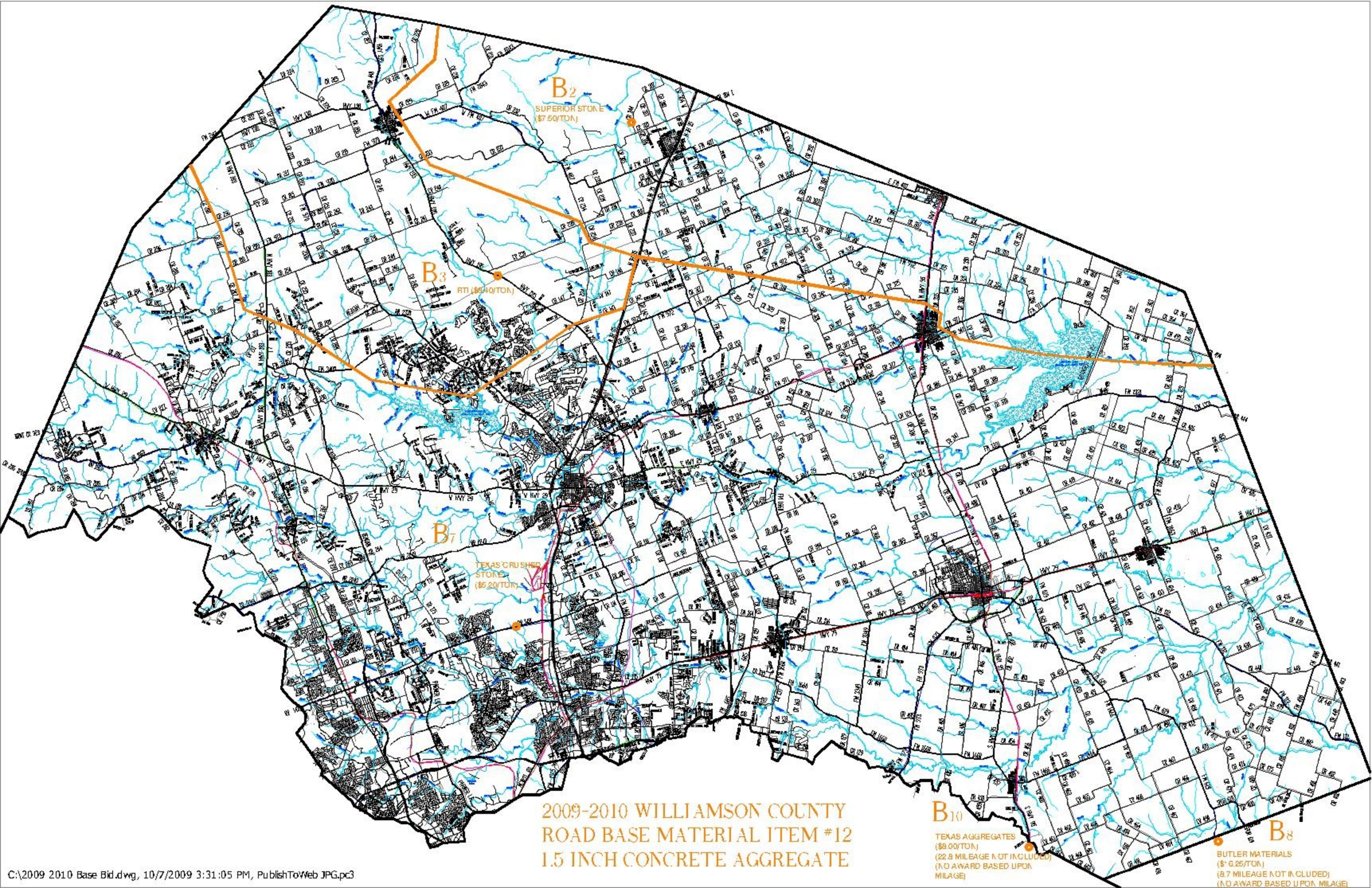
B2
SUPERIOR STONE
(\$2.50/TON)

B3
RTI (\$2.00/TON)

B7
TEXAS CRUSHED
STONE
(\$2.75/TON)

B8
BUTLER MATERIALS
(\$3.50/TON)
(8.7 MILEAGE NOT
INCLUDED)

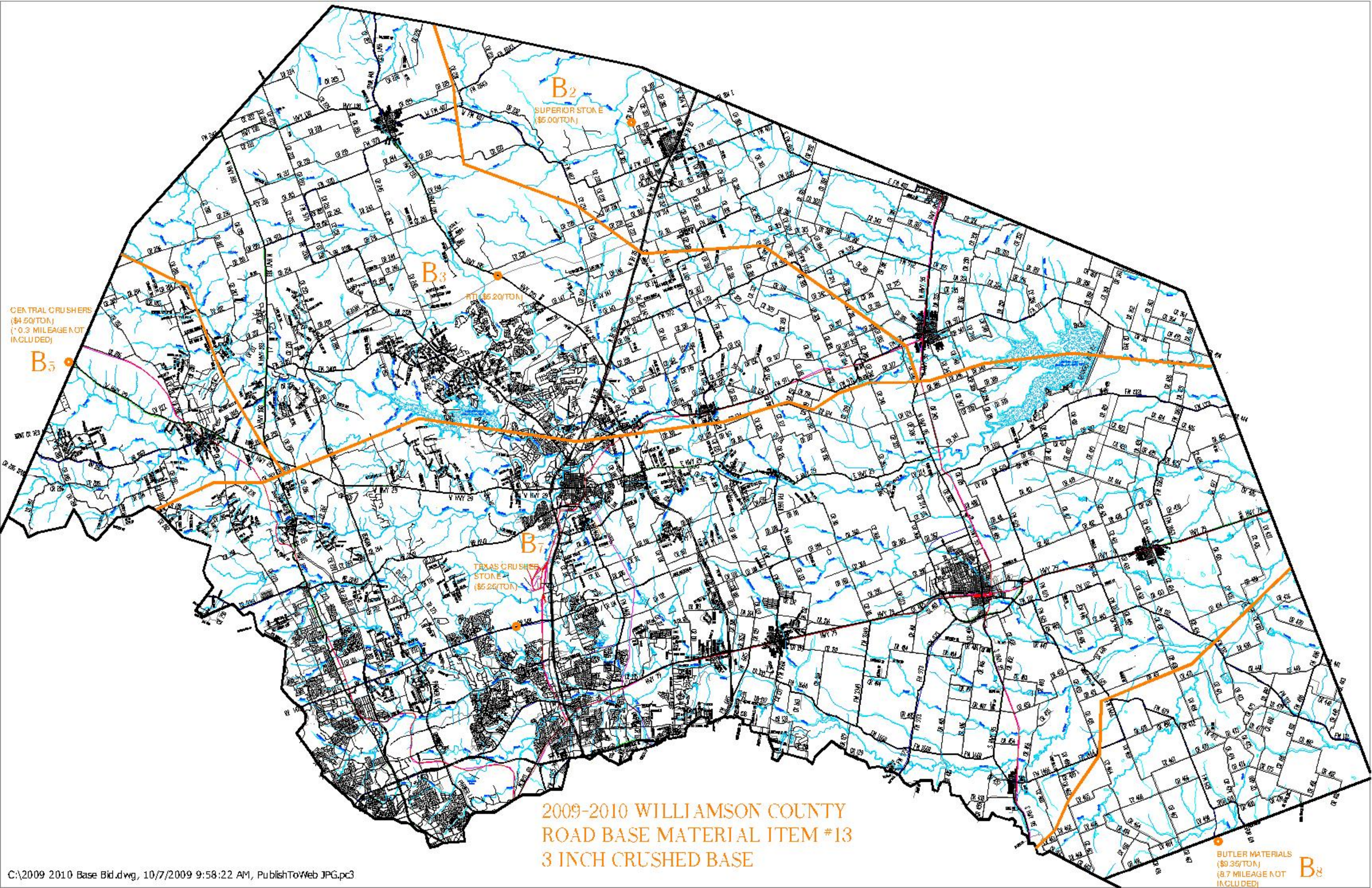




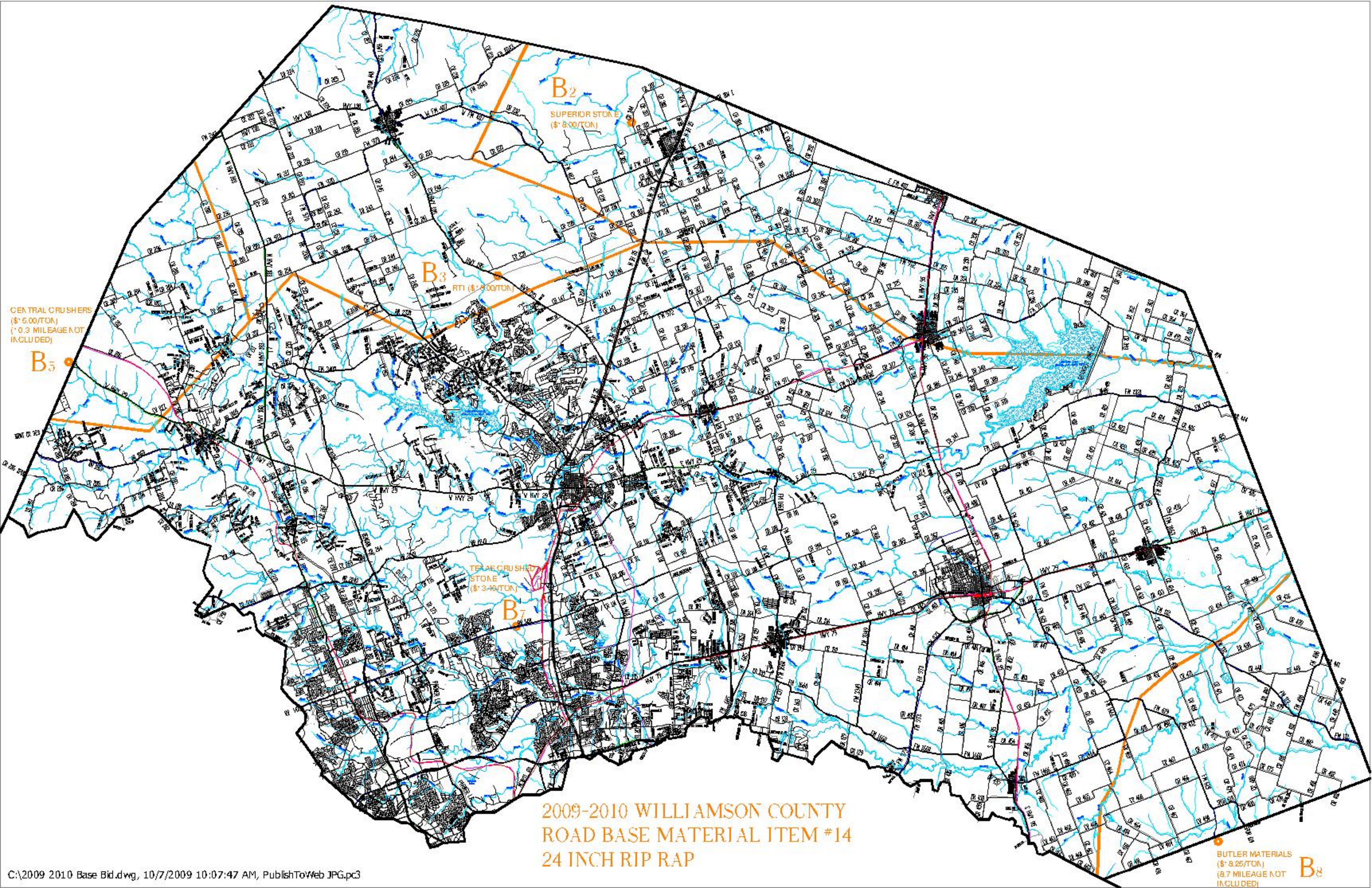
2009-2010 WILLIAMSON COUNTY
ROAD BASE MATERIAL ITEM #12
1.5 INCH CONCRETE AGGREGATE

B10
TEXAS AGGREGATES
(\$9.00/TON)
(22.8 MILEAGE NOT INCLUDED)
(NO AWARD BASED UPON
MILEAGE)

B8
BUTLER MATERIALS
(\$7.25/TON)
(8.7 MILEAGE NOT INCLUDED)
(NO AWARD BASED UPON MILEAGE)



2009-2010 WILLIAMSON COUNTY
ROAD BASE MATERIAL ITEM #13
3 INCH CRUSHED BASE



2009-2010 WILLIAMSON COUNTY
ROAD BASE MATERIAL ITEM #14
24 INCH RIP RAP

BUTLER MATERIALS
(\$8.25/TON)
(8.7 MILEAGE NOT
INCLUDED) B8

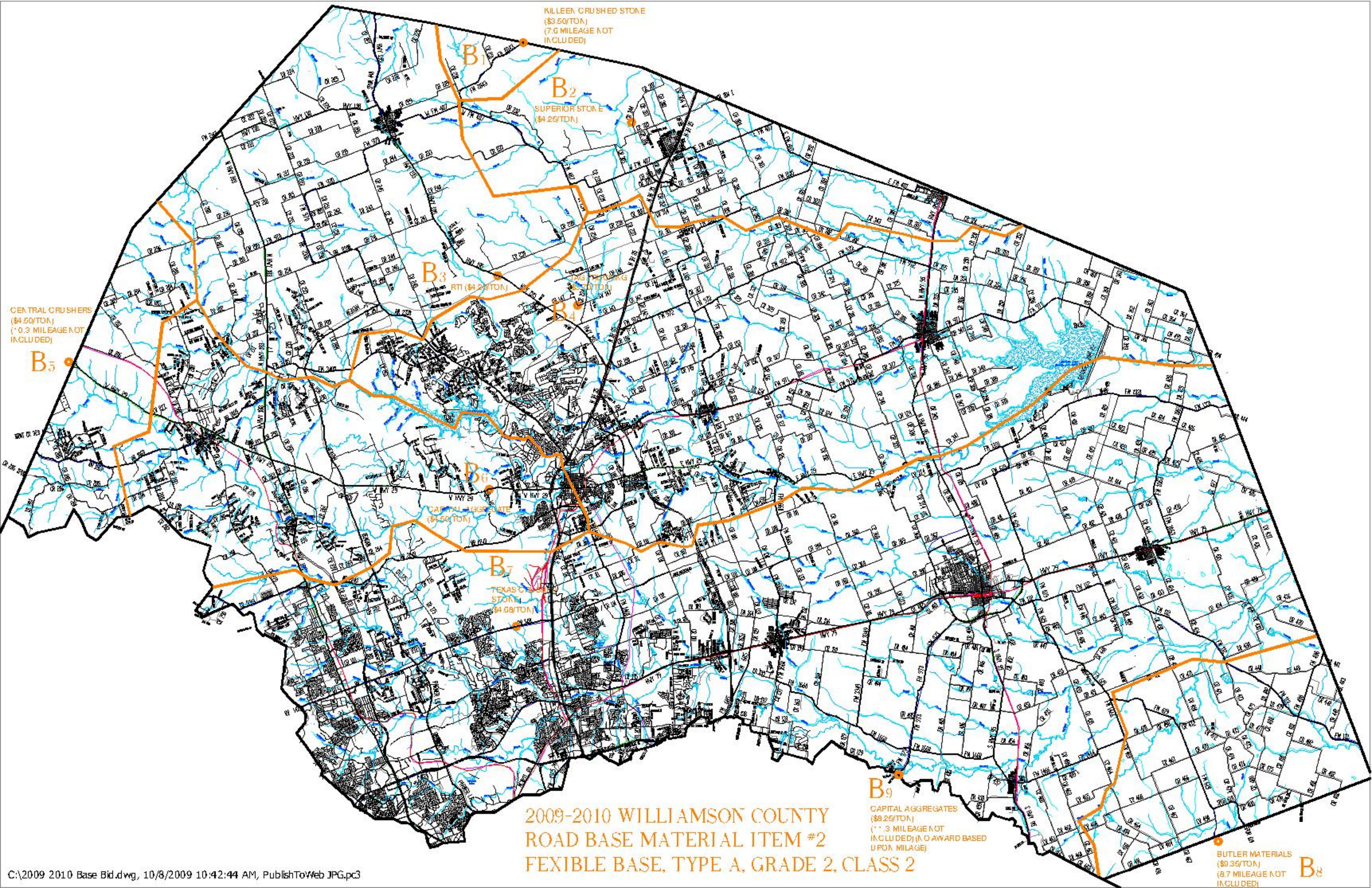
WILLIAMSON COUNTY BID TABULATION

ROAD BASE MATERIALS

BID # 10WCA027 &
10WCA027A

BIDDER	ITEM 1 ZONE	ITEM 2 ZONE	ITEM 3 ZONE	ITEM 4 ZONE	ITEM 5 ZONE	ITEM 6 ZONE	ITEM 7 ZONE	ITEM 8 ZONE	ITEM 9 ZONE	ITEM 10 ZONE	ITEM 11 ZONE	ITEM 12 ZONE	ITEM 13 ZONE	ITEM 14 ZONE
KILLEEN CRUSHED STONE	B1	B1	B1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
SUPERIOR STONE	B2	B2	B2	B2	B2	B2	•	B2	B2	B2	B2	B2	B2	B2
RTI	B3	B3	B3	No Bid	B3	No Bid	B3	B3	B3	B3	B3	B3	B3	B3
JAG TRUCKING	B4	B4	B4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CENTRAL CRUSHERS	No Bid	B5	No Bid	No Bid	B5	•	•	B5	B5	B5	B5	No Bid	B5	B5
CAPITAL AGGREGATES	B6	B6	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
TEXAS CRUSHED STONE	B7	B7	B7	B7	B7	B7	B7	B7	B7	B7	B7	B7	B7	B7
BUTLER MATERIALS	•	B8	No Bid	B8	•	B8	B8	B8	B8	B8	B8	•	B8	B8
CAPITAL AGGREGATES (MANOR)	•	•	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
TEXAS AGGREGATES (BASTROP)	No Bid	No Bid	No Bid	B10	B10	•	No Bid	No Bid	No Bid	No Bid	No Bid	•	No Bid	No Bid

• No award based on mileage



Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on cancelling court and deadline changes for the following dates: November 24th, December 22nd, and December 29th 2009.

Background

Deadline Changes:

December 1st, 2009 - The deadline for this date will be Tuesday, November 24th, 2009.

January 5th, 2010 - The deadline for this date will be Wednesday, December 31st, 2009.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Wendy Started On: 10/08/2009 02:20
Coco PM
Final Approval Date: 10/08/2009

Grant Funds from the Governor's Division of Emergency Management, B/A, 10/13/09

Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Emergency Services Department:

Background

To acknowledge and approve the use of GDEM grant funds of \$125,000.00 to be applied towards the completion of the New Mobile Command Post Vehicle and Mobile Interoperable Communications equipment. This request relates to a previous budget amendment on the 08/11/09 Commissioner's Court Agenda. This grant was not processed and finalized in time before the fiscal year end at 09/30/2009. The 20% county match (\$25,000) was not expended during the last fiscal year because of the timing of the grant finalization. The grant has now been finalized and the budget dollars for the county match should be re-established.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0583.000999	Transfer from Grants	\$25,000.00	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
 Started On: 10/08/2009 09:00 AM
 Final Approval Date: 10/08/2009

Parks Department Donations, B/A, 10/13/09

Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2009 donation dollars for the Parks Department:

Background

The Parks Department received donations throughout the year. At the end of FY2009, \$1,341.45 remained in unspent donation dollars. This amendment is to appropriate those 2009 donations to be spent in 2010.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003670	Use of Donations	\$1,341.45	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
 Started On: 10/08/2009 09:03 AM
 Final Approval Date: 10/08/2009

Grant Funds from Emergency Management Program Grant (EMPG), B/A, 10/13/09

Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Emergency Services Department:

Background

To acknowledge and approve the use of EMPG grant funds. This request relates to a previous budget amendment on the 07/21/09 Commissioner's Court Agenda. These grant dollars were received in FY2009. However, the vehicle could not be delivered before the end of FY2009. It was cost prohibitive to have it delivered by September 30th. Therefore, the grant dollars were placed in Fund Balance at the end of the year. This amendment request takes these grant monies back from Fund Balance and allows the purchase of the vehicle.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0541.005700	New Vehicles	\$15,068.50	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
 Started On: 10/08/2009 09:05 AM
 Final Approval Date: 10/08/2009

Right-of-way negotiations and acquisitions

Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.)

1. Proposed or potential purchase or lease of property by the County:

a) Discuss proposed acquisition of property for right-of-way for US 183 project from 1000 feet south of the San Gabriel River to 1000 feet north of SH 29.

b) Discuss proposed acquisition of property for right-of-way for SH 195 project from the Williamson County/Bell County line to SH 138.

c) Discuss proposed acquisition of property for right-of-way for SH 195 project from IH 35 to proposed Reagan Blvd. intersection.

d) Discuss proposed acquisition of property for right-of-way for O'Connor project .

e) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase 2project from FM 3405 to Reagan Blvd.

f) Discuss proposed acquisition of property for right-of-way for CR 104project from SH 29 to Sh 130.

g) Discuss proposed acquisition of property for right-of-way for CR313 project.

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: Charlie Crossfield Started On: 10/08/2009 09:55
AM
Final Approval Date: 10/08/2009

Executive-Litigation & Claims or Potential Claims Commissioners Court - Regular Session

Date: 10/13/2009
Submitted By: Prejean Henry, County Attorney
Submitted For: Prejean Henry
Department: County Attorney
Agenda Category: Executive Session

Information

Agenda Item

Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

1. Pending or potential litigation or claims or other confidential attorney-client matters:

a) Green Haven Plat issues

b) Voss v. Williamson County

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: Prejean Henry
 Started On: 10/08/2009 10:59 AM
 Final Approval Date: 10/08/2009
