NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
NOVEMBER 16TH, 2010
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 – 7)

5. Discuss and consider approving a line item transfer for JP#4

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0454.001100	F/T Salaries	$527.60	
TO	0100.0454.001107	Temp Labor	$527.60	

6. Consider and take appropriate action on authorizing the transfer of various items through inter-office transfer to County departments and/or auction/donation/destruction.

(Complete list filed with official minutes)

7. Discuss and consider approval of multi-way stop signs at Liberty Walk and Hill Rock.

REGULAR AGENDA

8. Discuss and take appropriate action regarding a proclamation to declare and acknowledge November 17, 2010 as National GIS Day.

9. Acknowledge the receipt of the Certificate of Achievement in Financial Reporting for Fiscal Year 2009 and the Award for Outstanding Achievement in Popular Annual Financial Reporting for Fiscal Year 2009 from the Government Finance Officers Association.

10. Discuss and take appropriate action to appoint Lt. James Carmona of the Williamson County Sheriff's Office to the county's Benefits Committee as a voting member.

11. Hear the 2010 Construction Summary Report for Road Bond and Pass Through Financing Projects.

12. Consider approving Change Order No. 12 in the amount of $230,946.86 for US 79, Section 5A, a Pass Through Financing Project in Precinct 4.

13. Discuss and consider approving K Friese & Associates, Inc. Professional Service Agreement (PSA) for CR 101 (US 79 to Chandler Rd.) Road Bond Program project.

14. Discuss and consider approving Raba-Kistner Infrastructure, Inc. Supplemental #2 to their CEI services Professional Service Agreement (PSA) to allow for the execution of Work Authorization #3 for US 79, section 3 Pass-Through project.

15. Discuss and consider approving Bury+Partners, Inc. Professional Service Agreement (PSA) for the CR 119/CR 100 (US 79 to Chandler Rd.) Road Bond Program project.

16. Consider authorizing County Judge to execute a Real Estate Contract with Daniel Dwayne Krueger for right-of-way needed on Hwy79. (40)

17. Consider authorizing the County Judge to execute a Letter Agreement with Blue Haven Partners, Inc. for an additional electric easement for Perdernales Electric Cooperative associated with the RM 2338 expansion project. (P7)

18. Consider authorizing the County Judge to execute a Letter Agreement with Gary and Lynne Newman for an additional electric easement for Pedernales Electric Cooperative associated with the RM 2338 expansion project. (P44U)

19. Consider a resolution determining the necessity and authorizing the condemnation of certain property interests required for the construction of Ronal Reagan Blvd., and take appropriate action. (Sullivan)

20. Review and consider approving resolution requesting a public sale of property acquired by the County of Williamson, Texas at a delinquent sale.

21. Consider and take appropriate action on both acquiring insurance coverage in relation to professional services provided at the Williamson County Jail and modifying or revising the employment and/or contractual relationship between Williamson County and the existing parties that provide professional services at the Williamson County Jail.

22. Consider and take appropriate action on Amendment No. 1 to Interlocal Agreement for Law Enforcement Services Between Williamson County and Block House Creek MUD.

23. Discuss and take appropriate action on the Williamson County Redistricting Committee's recommendation to select, retain and enter into an agreement with Beirne, Maynard & Parsons, L.L.P. to provide Redistricting Services for Williamson County (Williamson County RFP# 10WCP910).

24. Discuss and take possible action on Interlocal Agreement between Williamson County and the City of Leander to provide Emergency Communication Services.

25. Discuss and take appropriate action on obtaining public involvement for the county's long-range strategic plan.

26. Consider and take appropriate action regarding park damages from Tropical Storm Hermine.

27. Consider awarding bids received for Bid # 10WC821, Second Street Roadway Improvements, to the lowest and best bidder- FT Woods Construction Services, Inc.

28. Consider authorizing advertising and setting date of December 15, 2010 at 3:00pm in the Purchasing Department to receive bids for O'Conner Drive Extension, bid number 11WC906.

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

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

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

a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.

b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of

Bell County Line to IH 35.

c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.

d) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.

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

f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.

g) Discuss proposed acquisition of property for proposed SH 29 project.

j) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.

k) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.

l) Discuss proposed acquisition of property for right-of-way along Lakeline extension.

m) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.

n) Discuss proposed acquisition of property for right-of-way along SW By-Pass.

o) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.

p) Discuss proposed Northwoods Road District.

q) Discuss conveyance of University Boulevard right-of-way.

r) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.

30. Discuss economic development issues (EXECUTIVE SESSION as per VTCA Gov't Code Section 551.076 Deliberation regarding economic development project, to-wit Toppan Printing America tax abatement.)

31. 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.), including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County.

b) Status Update-Pending Cases or Claims

c) Heckman v. Williamson County, et al.

d) Voss v. Williamson County

e) Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long, Valerie Covey, and Ron Morrison County Commissioners, David Flores, County Auditor, and Ashlie Koenig, Budget Officer; In the District Court, Williamson County, Texas 368th Judicial District.

f) Employment related matters.

g) Other confidential attorney-client matters, including contracts.

32. Discuss and take appropriate action on real estate.

33. Discuss and consider authorizing County Judge to execute Tax Abatement Agreement with Toppan Printing America, Inc.

34. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County.

b) Status Update-Pending Cases or Claims

c) Heckman v. Williamson County, et al.

d) Voss v. Williamson County

e) Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long, Valerie Covey, and Ron Morrison County Commissioners, David Flores, County Auditor, and Ashlie Koenig, Budget Officer; In the District Court, Williamson County, Texas 368th Judicial District.

f) Employment related matters.

g) Other confidential attorney-client matters, including contracts.

35. 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 _____, 2010 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Line Item Transfer for JP 4
Commissioners Court - Regular Session

Date: 11/16/2010
Submitted By: Jessica Schmidt, J.P. Pct. #4
Submitted For: Jessica Schmidt
Department: J.P. Pct. #4
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for JP#4

Background

JP 4 is requesting a line item transfer to Temporary Labor to cover labor expense for Temp in Court Clerk II position. Court Clerk resigned and we have a Temp in the position on a probationary basis.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0454.001100	F/T Salaries	$527.60	
TO	0100.0454.001107	Temp Labor	$527.60	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	11/08/2010 09:56 AM	APRV
4	Budget	Ashlie Koenig	11/10/2010 07:48 AM	APRV

Form Started By: Jessica Schmidt Started On: 11/05/2010 10:55 AM

Final Approval Date: 11/10/2010

Consent Agenda
Commissioners Court - Regular Session

Date: 11/16/2010
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/destruction.
(Complete list filed with official minutes)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Asset Transfers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing (Originator)	Jonathan Harris	11/10/2010 08:21 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	11/10/2010 10:18 AM	APRV

Form Started By: Ursula Stone — Started On: 11/09/2010 04:36 PM

Final Approval Date: 11/10/2010

FrmAudASCF01 revision 8/24/09

Williamson County

Asset Status Change Form

Print Form

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

(X) 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	Tan 4-drawer file cabinet			working

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/ Authorized Staff:

Tony Hill
Print Name

Signature 11-1-10 Date

Contact Person:

Tony Hill
Print Name

943-3314
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Lydia Linden
Print Name

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
Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

1R9BSE508SL008417	210	UF9505
Vehicle Identification Number	Department	Door Number

9021397	1995	RANCO	20-40	WHITE
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☐ Accident

Attach: 1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage Hub-odometer was not install until late in life cycle est miles 250,000

☐ Not mechanically sound

☒ Other: Explain Unit has reached the end of its life cycle and its replacement has been put into service. Maintenance costs have exceeded purchase price.

3) Elected Official/Department Head/Authorized Staff

Print GREG BERGERON Signature Greg Bergeron Date 11/05/10

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)

- ◉ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation
- ○ TRADE-IN for new assets of same general type for the county
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value
- ○ OTHER _____
- ○ TRANSFER between county departments

Comments:

Receiving Department:

Elected Official/Department Head/Authorized Staff or Donee - Representative:

Print Name:

Signature and Date:

Contact name and Number:

2) ☐ Vehicle Marked for Auction and moved to Auction Yard
☐ Forward forms and reports to County Auditor's Office

Print Mike Fox II Signature [signature] Date 11-5-10

Discuss and consider approval of multi-way stop signs at Liberty Walk and Hill Rock.

Commissioners Court - Regular Session

Date: 11/16/2010
Submitted By: Joe England, Unified Road System
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approval of multi-way stop signs at Liberty Walk and Hill Rock.

Background

The results of a traffic study by Mr. Federico Mendoza, P.E. with Brown & Gay Engineers, Inc. indicate that a multi-way stop sign is warranted at the intersection of Liberty Walk and Hill Rock. A copy of this study is available at my office for review. Signs were placed at this intersection on November 8, 2010 letting the public know that this action was pending. To date for those that have called in about the signs, no one has objected to this placement; all have been in favor.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Joe England Started On: 11/10/2010 10:58 AM
Final Approval Date: 11/10/2010

Discuss and take appropriate action regarding a proclamation to declare and acknowledge November 17, 2010 as National GIS Day.

Commissioners Court - Regular Session

Date:	11/16/2010
Submitted By:	Richard Semple, Information Technology
Submitted For:	Richard Semple
Department:	Information Technology
Agenda Category:	Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding a proclamation to declare and acknowledge November 17, 2010 as National GIS Day.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: GIS Day Proclamation

Form Routing/Status

Form Started By: Richard Semple	Started On: 11/03/2010 11:34 AM
Final Approval Date: 11/03/2010	

Proclamation

NATIONAL GEOGRAPHIC INFORMATION SYSTEMS DAY

WHEREAS, Geography Awareness Week is November 14- 20; and

WHEREAS, National Geographic Information Systems (GIS) Day is November 17, 2010; and

WHEREAS, geography has played a defining role in the settlement, history, and cultural heritage of Williamson County; and,

WHEREAS an understanding of geographic concepts is crucial to maintaining efficient use of County resources, continued economic prosperity, and the general health and well-being of its citizens; and,

WHEREAS, the management, use, and exchange of geographic information is essential for effective decision-making by city, county, state and federal government and,

WHEREAS, computerized GIS technologies provide more efficient means of managing geographic information, and enable government to do more with limited resources; and

WHEREAS, Williamson County is committed to expanding the use of GIS and related technologies to County departments to improve operations in order to better serve its citizens.

NOW, THEREFORE, I, Dan Gattis, County Judge of Williamson County, Texas, do hereby proclaim November 17, 2010, as NATIONAL GIS DAY.

CAFR and PAFR Awards
Commissioners Court - Regular Session

Date: 11/16/2010
Submitted By: Julie Kiley, County Auditor
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Acknowledge the receipt of the Certificate of Achievement in Financial Reporting for Fiscal Year 2009 and the Award for Outstanding Achievement in Popular Annual Financial Reporting for Fiscal Year 2009 from the Government Finance Officers Association.

Background

This is the 19th year that the Governement Finance Officers Association has awarded the Certificate of Achievement in Financial Reporting and the 5th year for the Award for Outstanding Achievement in Popular Annual Financial Reporting. Attached are copies of the awards and announcements. We would also like to recognize the Williamson County Auditor Financial Division Staff for their role in these accomplishments.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: CAFR Award

Link: PAFR Award

Form Routing/Status

Form Started By: Julie Kiley Started On: 11/10/2010 08:04 AM

Final Approval Date: 11/10/2010

Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

October 26, 2010

David U. Flores
County Auditor
Williamson County
710 South Main Street
Suite 301
Georgetown TX 78626

Dear Mr. Flores:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended September 30, 2009, qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Each entity submitting a report to the Certificate of Achievement review process is provided with a "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements in its financial reporting techniques. Your list has been enclosed. You are strongly encouraged to implement the recommended improvements into the next report and submit it to the program. If it is unclear what must be done to implement a comment or if there appears to be a discrepancy between the comment and the information in the CAFR, please contact the Technical Services Center (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.

Certificate of Achievement program policy requires that written responses to the comments and suggestions for improvement accompany the next fiscal year's submission. Your written responses should provide detail about how you choose to address each item that is contained within this report. These responses will be provided to those Special Review Committee members participating in the review.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. As the designated individual we have enclosed your AFRA.

Your Certificate of Achievement plaque will be shipped to you under separate cover in about eight weeks. We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed. We suggest that you provide copies of it to local newspapers, radio stations and television stations. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org .

A current holder of a Certificate of Achievement may include a reproduction of the award in its immediately subsequent CAFR. A camera ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions. A Certificate of Achievement is valid for a period of one year. To continue to participate in the Certificate of Achievement Program it will be necessary for you to submit your next CAFR to our review process.

In order to expedite your submission we have enclosed a Certificate of Achievement Program application form to facilitate a timely submission of your next report. This form should be completed and sent (postmarked) with three copies of your report, three copies of your application, three copies of your written responses to the program's comments and suggestions for improvement from the prior year, and any other pertinent material with the appropriate fee by March 31, 2011.

Your continued interest in and support of the Certificate of Achievement Program is most appreciated. If we may be of any further assistance, please contact Delores Smith (dsmith@gfoa.org or (312) 578-5454).

Sincerely,
Government Finance Officers Association

Stephen J. Gauthier, Director
Technical Services Center

SJG/ds

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Williamson County

Texas

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended
September 30, 2009

A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting.

President

Executive Director

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

October 14, 2010

David U. Flores
County Auditor
Williamson County
710 S. Main Street, Suite 301
Georgetown, TX 78626

Dear Mr. Flores:

A panel of independent reviewers has completed its examination of your Popular Annual Financial Report (PAFR). We are pleased to notify you that your PAFR for the fiscal year ended September 30, 2009, has substantially met the requirements of the PAFR Program. In the absence of authoritative standards governing the presentation, these requirements were based on an evaluation of creativity, presentation, understandability and reader appeal. The report received a weighted average score of 75.00 percent or above from three of the four highest individual reviews.

The PAFR award is valid for one year. To continue your participation in the program, it will be necessary for you to submit your next PAFR to the Government Finance Officers Association within 6 months of the end of your entity's fiscal year. Enclosed is an application form to facilitate a timely submission. Four copies of this form should be submitted with four copies of your PAFR, accompanied by the appropriate fee.

Each entity submitting a report to the PAFR Program is provided with confidential comments and suggestions for possible improvements in next year's presentation. Your comments and suggestions, as well as the summary of grading sheet are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare next year's report.

Your award plaque will be mailed separately and should arrive in approximately eight weeks. A camera-ready reproduction of the award is included for your convenience and may be included in your next report.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain a well, presented PAFR. If we can be of further assistance, please contact Jim Phillips in the Technical Services Center.

Sincerely,

Stephen J. Gauthier, Director
Technical Service Center

SJG/jp
Enclosure

Award for Outstanding Achievement in Popular Annual Financial Reporting

PRESENTED TO

Williamson County
Texas

for the Fiscal Year Ended

September 30, 2009

President

Executive Director

Benefits Committee recommendation
Commissioners Court - Regular Session

Date:	11/16/2010
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 appropriate action to appoint Lt. James Carmona of the Williamson County Sheriff's Office to the county's Benefits Committee as a voting member.

Background

The commissioner's court approved as part of the 2010-2011 Budget Order, the addition of two new members to the Benefits Committee to represent the employees. Following the action, the current Benefits Committee decided to recommend that one of the new positions be designated for a law enforcement employee and one for a civilian employee. Furthermore, the committee solicited applications for the position from all employees. Only one law enforcement employee submitted an application, Lt. James Carmona. Lt. Carmona has successfully served as a non-voting member for over a year, faithfully attending meetings and training, participating in discussions and representing the law enforcement personnel that work for Williamson County.

Since he is the only applicant for the law enforcement position, Commissioner Birkman recommends approval of Lt. Carmona now so he can attend the last scheduled Benefits Committee meeting of the year, to be held on Nov. 18th, as a voting member. Lt. Carmona's application is attached.

As to the other positions, interviews will be held with the applicants and we expect to have a recommendation soon.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: JamesCarmona

Form Routing/Status

Form Started By: Mary Clark	Started On: 11/09/2010 11:08 AM
Final Approval Date: 11/09/2010	

Application for Volunteer Position
As a Member of the County's Benefits Committee
page two

Name: James D. Carmona

11-03-10A10:34 RCVD

Department: Williamson County Sheriff's Office

Title: Lieutenant

Years of work for Williamson County:

Please explain what areas of expertise you would bring to the committee and why you desire this position (use an additional page, if needed):

I feel the experience; I have gained by serving on the committee for the past year and a half as a representative of the sheriff's office has been beneficial, since I have been involved in discussion on matters involving employee and dependent. The most recent would be the change in insurance pricing, wellness issue, on-site clinics. As a supervisor I have the ability to adjust my schedule to accommodate the committee, and would be able to attend scheduled or special meetings. I also feel that I have a good working relationship with all of the current members, which benefits the employees who I am representing.

By signing this application, I affirm that I am committed to full participation in all Benefits Committee activities and to meeting the training requirements that must be completed within the first six (6) months of service should I be appointed to this volunteer position by the Commissioner's Court.

Signature of Applicant: Lt James D Carmona Date: 11/1/10

By signing this application, I affirm that I am approving my staff member's commitment to full participation in all Benefits Committee activities and to meeting the training requirements that must be completed within the first six (6) months of service should my staff member be appointed to this volunteer position by the Commissioner's Court.

Signature of Department Head or Elected Official: James R. Wilson Date:

Construction Summary Report November 2010
Commissioners Court - Regular Session

Date: 11/16/2010
Submitted By: Tiffany Mcconnell, Road Bond
Submitted For: Tiffany Mcconnell
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear the 2010 Construction Summary Report for Road Bond and Pass Through Financing Projects.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: November 2010 CSR

Form Routing/Status

Form Started By: Tiffany Mcconnell
Started On: 11/10/2010 10:35 AM
Final Approval Date: 11/10/2010

ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

WILLIAMSON COUNTY
1848

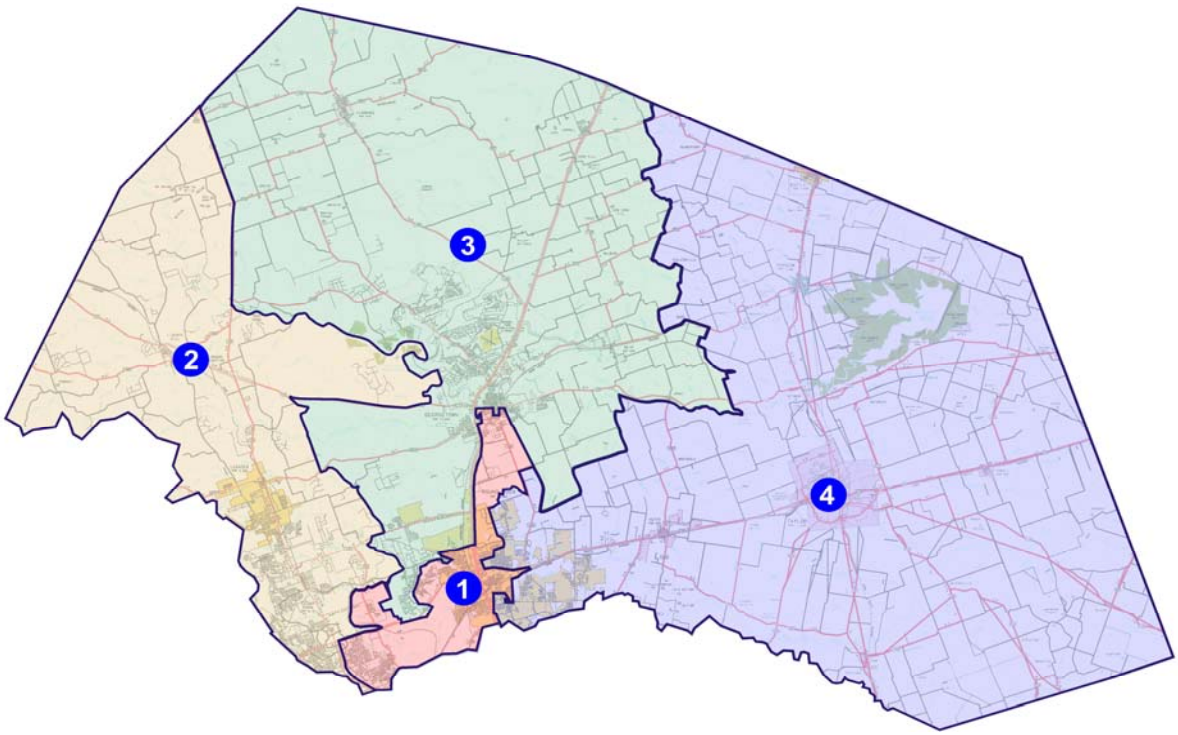
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

November 2010

WWW.ROADBOND.ORG

Volume IX - Issue No. 11



Presented By:

PRIME STRATEGIES, INC.

HNTB

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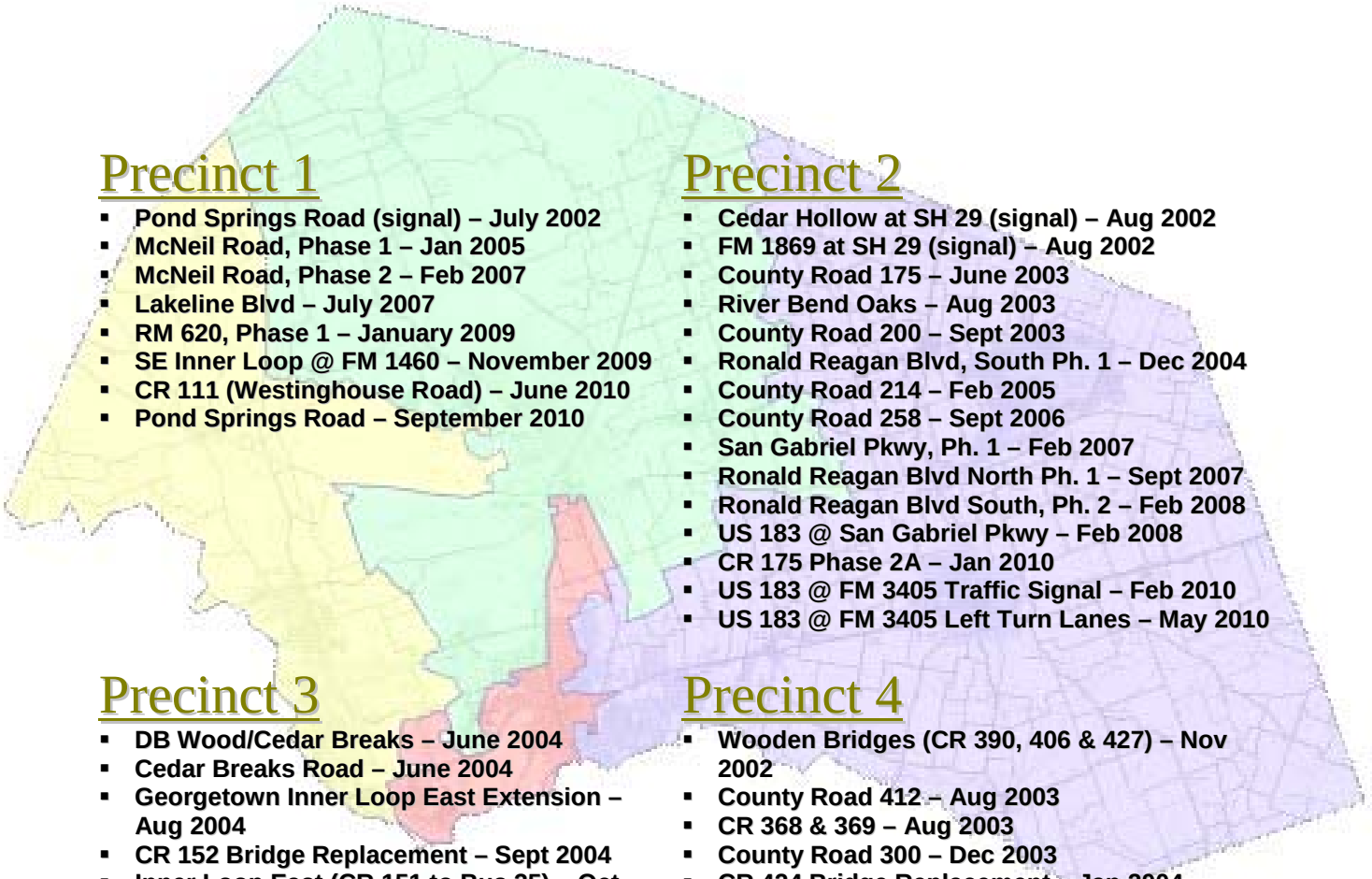
Pass Through: US 79, Section 3 (East of FM 1660 to CR 402) 36

WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

SUBSTANTIAL CONSTRUCTION COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2010



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
- SE Inner Loop @ FM 1460 – November 2009
- CR 111 (Westinghouse Road) – June 2010
- Pond Springs Road – September 2010

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
- CR 175 Phase 2A – Jan 2010
- US 183 @ FM 3405 Traffic Signal – Feb 2010
- US 183 @ FM 3405 Left Turn Lanes – May 2010

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

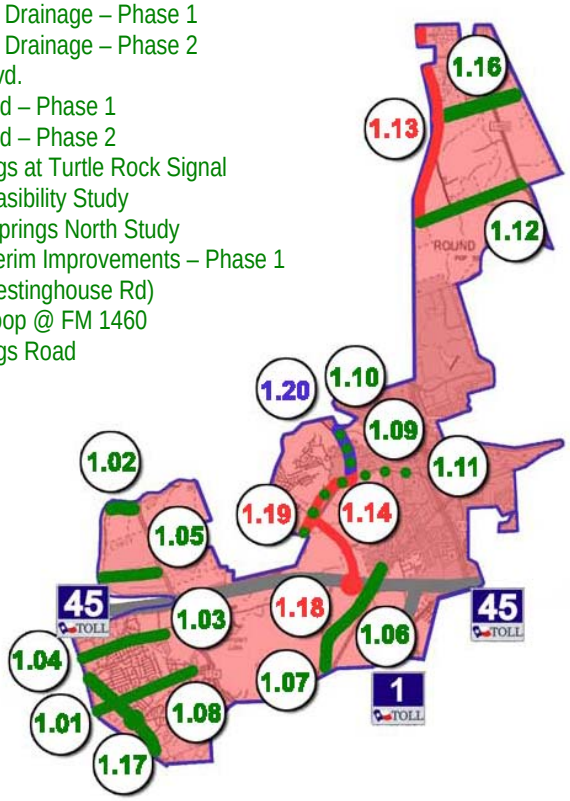
Precinct 4

- 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
- Gattis School Road – June 2010
- US 79, Section 5B – August 2010
- Chandler Rd, Ph. 3B – October 2010

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



Under Construction / Bidding

1.20 Wyoming Springs

In Design

1.13 IH-35 Northbound Frontage Rd and Ramps
1.14 O'Connor Extension
1.18 O'Connor Overpass at SH 45
1.19 RM 620: Cornerwood Dr to Wyoming Springs

CR 111 - Westinghouse Rd. (Hewlett Loop to FM 1460)
Project No. 08WC608 Original Contract Price = $5,864,053.94

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted	Total Bid Days	Days Added	Total Days
4/2/2008	4/15/2008	6/6/2008	6/16/2008	6/16/2010		730	60	790

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/16/2008	6/30/2008	15	$273,125.71	$273,125.71	$14,375.04	$14,375.04	5	2
2	7/1/2008	7/31/2008	31	$690,458.44	$963,584.15	$36,339.92	$50,714.96	17	6
3	8/1/2008	8/31/2008	31	$405,777.61	$1,369,361.76	$21,356.71	$72,071.67	25	10
4	9/1/2008	9/30/2008	30	$410,275.17	$1,779,636.93	$21,593.43	$93,665.10	31	14
5	10/1/2008	10/31/2008	31	$170,855.60	$1,950,492.53	$8,992.40	$102,657.50	34	17
6	11/1/2008	11/30/2008	30	$328,636.79	$2,279,129.32	$17,296.67	$119,954.17	40	21
7	12/1/2008	12/31/2008	31	$183,573.77	$2,462,703.09	$9,661.78	$129,615.95	43	25
8	1/1/2009	1/31/2009	31	$85,656.15	$2,548,359.24	$4,508.22	$134,124.17	45	29
9	2/1/2009	2/28/2009	28	$199,204.04	$2,747,563.28	$10,484.42	$144,608.59	48	33
10	3/1/2009	3/31/2009	31	$148,110.31	$2,895,673.59	$7,795.28	$152,403.87	51	37
11	4/1/2009	4/30/2009	30	$516,671.71	$3,412,345.30	$27,193.25	$179,597.12	60	40
12	5/1/2009	5/31/2009	31	$226,555.61	$3,638,900.91	$11,923.98	$191,521.10	65	44
13	6/1/2009	6/30/2009	30	$249,244.85	$3,888,145.76	$13,118.15	$204,639.25	69	48
14	7/1/2009	7/31/2009	31	$332,593.17	$4,220,738.93	$17,504.90	$222,144.15	75	52
15	8/1/2009	8/31/2009	31	$245,723.19	$4,466,462.12	$12,932.80	$235,076.95	79	56
16	9/1/2009	9/30/2009	30	$296,925.12	$4,763,387.24	$15,627.64	$250,704.59	84	60
17	10/1/2009	10/31/2009	31	$135,901.82	$4,899,289.06	$7,152.73	$257,857.32	78	64
18	11/1/2009	11/30/2009	30	$144,217.19	$5,043,506.25	$7,590.38	$265,447.70	80	67
19	12/1/2009	12/31/2009	31	$77,935.90	$5,121,442.15	$4,101.89	$269,549.59	81	71
20	1/1/2010	1/31/2010	31	$54,006.73	$5,175,448.88	$2,842.46	$272,392.05	82	75
21	2/1/2010	2/28/2010	28	$7,264.88	$5,182,713.76	$382.36	$272,774.41	82	79
22	3/1/2010	3/31/2010	31	$178,526.02	$5,361,239.78	$9,396.11	$282,170.52	85	83
23	4/1/2010	4/30/2010	30	$722,864.30	$6,084,104.08	$38,045.48	$320,216.00	97	87
24	5/1/2010	5/31/2010	31	$31,296.10	$6,115,400.18	$1,647.17	$321,863.17	97	91
25	6/1/2010	6/30/2010	16	$215,437.16	$6,330,837.34	-$192,662.41	$129,200.76	97	93
26	7/1/2010	8/31/2010	N/A	$16,903.14	$6,347,740.48	$344.96	$129,545.72	97	-

10/29/2010 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 5/26/2010. JC Evans has completed the final punchlist items and repairs to correct damages that were caused by the September rains. Another final walk-through was held with the City of Georgetown and they have requested additional items be adjusted.

Change Order Number	Approved	Cost This CO	Total COs
01	9/23/2008	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 owner's cows off of the ROW.

Change Order Number	Approved	Cost This CO	Total COs
02	10/7/2008	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.

Change Order Number	Approved	Cost This CO	Total COs
03	3/10/2009	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 TeraVista 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.

Change Order Number	Approved	Cost This CO	Total COs
04	3/30/2009	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.

Change Order Number	Approved	Cost This CO	Total COs
05	4/3/2009	-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.

Change Order Number	Approved	Cost This CO	Total COs
06	5/8/2009	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.

Change Order Number	Approved	Cost This CO	Total COs
07	5/8/2009	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.

Change Order Number	Approved	Cost This CO	Total COs
08	10/20/2009	686,352.92	765,207.87

3F: County Convenience. Additional work desired by the County. This Change Order accounts for additional costs associated with widening and realigning the FM 1460 Intersection at Westinghouse Rd. Sixty (60) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
09	3/4/2010	5,000.00	770,207.87

3E: County Convenience. Reduction of future maintenance. This Change Order accounts for costs associated with the constructions of an underdrain from the median nose just east of Park Central to the south side of the roadway, including a tie-in to the storm drain system.

Change Order Number	Approved	Cost This CO	Total COs
10	6/23/2010	2,696.75	772,904.62

4B: Third Party Accommodation. Third party requested work. This change order provides payment for additional work by the Contractor to build a new driveway at Sta 58+50. The County has agreed to build a dirt driveway and construct a curb cut, while the property owner will be responsible for placing base on the driveway.

Change Order Number	Approved	Cost This CO	Total COs
11	8/18/2010	1,510.00	774,414.62

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This change order provides payment for additional work by the Contractor to install a 6-strand barbed wire fence at the ROW boundary across the new driveway at Sta 66+00 EB.

Adjusted Price = $6,638,468.56

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

Original Contract Price = $889,492.48

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/1/2009	6/30/2009	30	$102,851.51	$102,851.51	$11,427.95	$11,427.95	13	18
2	7/1/2009	7/31/2009	31	$79,130.70	$181,982.21	$8,792.30	$20,220.25	23	37
3	8/1/2009	8/31/2009	31	$161,496.94	$343,479.15	$17,944.10	$38,164.35	43	56
4	9/1/2009	9/30/2009	30	$178,603.64	$522,082.79	$19,844.85	$58,009.20	65	75
5	10/1/2009	10/31/2009	31	$302,954.22	$825,037.01	-$41,171.71	$16,837.49	95	94
6	11/1/2009	11/30/2009	5	$40,139.30	$865,176.31	$819.17	$17,656.66	99	97

10/29/2010 Comments - JO'B Site Construction has gone out of business and defaulted on the remaining punch list work items. GEC is coordinating with Williamson County, who is corresponding with the bonding company.

Change Order Number	Approved	Cost This CO	Total COs
01	10/27/2009	-77.88	-77.88

2G: Differing Site Conditions. Unadjusted utility (unforeseeable): The plans originally called for 3-inch PVC Conduit. However, the proposed 3-inch PVC Conduit will not fit into the electrical service and, at the Contractor's request, is being revised to 2-inch PVC Conduit.

Adjusted Price = $889,414.60

Pond Springs Widening (McNeil Rd to US 183)
Project No. 09WC710 Original Contract Price = $3,167,595.05

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
5/6/2009	5/12/2009	6/3/2009	6/12/2009	9/23/2010			150	319	469

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/24/2009	6/30/2009	7	$152,121.44	$152,121.44	$16,902.38	$16,902.38	5	1
2	7/1/2009	7/31/2009	31	$214,799.85	$366,921.29	$23,866.65	$40,769.03	13	8
3	8/1/2009	8/31/2009	31	$218,310.42	$585,231.71	$24,256.72	$65,025.75	20	15
4	9/1/2009	9/30/2009	30	$185,674.01	$770,905.72	$20,630.44	$85,656.19	27	21
5	10/1/2009	10/31/2009	31	$77,230.62	$848,136.34	$8,581.18	$94,237.37	29	28
6	11/1/2009	11/30/2009	30	$235,853.77	$1,083,990.11	$26,205.98	$120,443.35	38	34
7	12/1/2009	12/31/2009	31	$231,299.76	$1,315,289.87	$25,699.97	$146,143.32	46	41
8	1/1/2010	1/31/2010	31	$145,428.65	$1,460,718.52	$16,158.74	$162,302.06	50	47
9	2/1/2010	2/28/2010	28	$91,170.25	$1,551,888.77	$10,130.03	$172,432.09	53	53
10	3/1/2010	3/31/2010	31	$331,511.39	$1,883,400.16	-$73,305.77	$99,126.32	61	60
11	4/1/2010	4/30/2010	30	$472,627.27	$2,356,027.43	$24,875.12	$124,001.44	75	66
12	5/1/2010	5/31/2010	31	$144,603.16	$2,500,630.59	$7,610.60	$131,612.04	79	73
13	6/1/2010	6/30/2010	30	$103,047.28	$2,603,677.87	$5,423.64	$137,035.68	72	79
14	7/1/2010	7/31/2010	31	$527,507.50	$3,131,185.37	$27,763.55	$164,799.23	84	86
15	8/1/2010	8/31/2010	31	$194,913.06	$3,326,098.43	$10,258.58	$175,057.81	89	93
16	9/1/2010	9/30/2010	23	$75,726.95	$3,401,825.38	$3,985.63	$179,043.44	91	97
17	10/1/2010	10/31/2010	N/A	$130,536.78	$3,532,362.16	-$106,954.42	$72,089.02	92	-

10/29/2010 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 8/6/2010. RGM continues to work on the final punchlist items, including the McCarty driveways.

Change Order Number	Approved	Cost This CO	Total COs
01	7/23/2009	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.

Change Order Number	Approved	Cost This CO	Total COs
02	9/11/2009	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.

Change Order Number	Approved	Cost This CO	Total COs
03	9/11/2009	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.

Change Order Number	Approved	Cost This CO	Total COs
04	9/22/2009	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.

Change Order Number	Approved	Cost This CO	Total COs
05	10/27/2009	9,428.82	154,452.45

1A: Design Error or Omission. Incorrect PS&E. Original plan and profile sheets show a Type H inlet to be installed but the PS&E did not include a line item for payment of this work. This change order accounts for all work associated with the installation of the inlet. Two (2) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
06	12/4/2009	4,296.00	158,748.45

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). In order to avoid existing and unadjusted utilities, the contractor utilized pre-fabbed pipe fittings (such as 45º and 30º angle fittings) which were not a part of the original bid documents.

Change Order Number	Approved	Cost This CO	Total COs
07	12/3/2009	(4,019.95)	154,728.50

4B: Third Party Accommodation. Third party requested work. Due to driveway slopes and culvert coverage issues, City of Austin requested that the driveway pavement design be re-worked with a more flexible material. Fifteen (15) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
08	12/3/2009	14,250.00	168,978.50

2J: Differing Site Conditions. Other. Soil Retention blankets were not included the original plans. The Design Engineer has since reevaluated their necessity and has added the blankets to reduce erosion and minimize long-term maintenance issues. This change order is for the installation of soil retention blankets throughout the project.

Change Order Number	Approved	Cost This CO	Total COs
09	12/8/2009	189,547.62	358,526.12

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). 4B: Third Party Accommodation. Third party requested work. In order to complete the project, the contractor will need to adjust and/or relocate existing City of Austin utilities in and outside the proposed roadway pavement section. The City of Austin will reimburse the County in full for the final quantities of this work.

Change Order Number	Approved	Cost This CO	Total COs
10	12/3/2009	18,800.00	377,326.12

1A: Design Error or Omission. Incorrect PS&E. 4D: Third Party Accommodation. Other. 2J: Differing Site Conditions. Other. Due to design issues, unexpected/differing site conditions, and a lengthy City of Austin review process regarding driveways, culverts, and side streets, one hundred three (103) additional days are being added to the Contract schedule to account for the delay to the Contractor.

Change Order Number	Approved	Cost This CO	Total COs
11	6/15/2010	68,992.95	446,319.07

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). Due to locations of existing COA utilities, the 5x2 box culvert had to be relocated under the pavement of the southbound lane of Pond Springs. Lane closures will be needed and will reduce production due to time restrictions of road work. 4B: Third Party Accommodation. Third party requested work. In order for COA to approve the relocation of the 5x2 box, they required a concrete trench cap be placed over the two (2) water line crossings. One hundred thirty (130) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
12	2/16/2010	2,196.50	448,515.57

1A: Design Error or Omission. Incorrect PS&E. Due to the Advance Landscape Design driveway slope being out of spec, gate adjustments are needed in order to construct a driveway past the ROW limit to meet City requirements.

Change Order Number	Approved	Cost This CO	Total COs
13	4/19/2010	21,193.00	469,708.57

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). Due to miscellaneous differences in site conditions, plans have been revised and altered in the field thus creating the need to overrun existing bid items.

Change Order Number	Approved	Cost This CO	Total COs
14	4/19/2010	13,561.87	483,270.44

1A: Design Error or Omission. Incorrect PS&E. Due to field conditions not matching the plans, the design engineer revised two driveway culvert crossings utilizing items that were not in the original plan set. The Engineer also added in the quantities for the missing pedestrian signal foundations at the Hunters Chase intersection. Two (2) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
15	5/3/2010	21,485.46	504,755.90

1A: Design Error or Omission. Incorrect PS&E. This change order adds asphalt repair and transition/surface milling on the north end of the project to accelerate the opening of Pond Springs to traffic from Anderson Mill Road north to the US 183 Frontage Road. This additional work is needed in order to complete the project and is a new item not included in the original bid set of plans. Additional asphalt testing will be required due to the asphalt repair work. Two (2) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
16	5/17/2010	23,354.76	528,110.66

1A: Design Error or Omission. Incorrect PS&E. Plan revisions added new types of railing that were not in the original contract. This change order will cover the installation of the new railing & transitions and the removal & disposal of the existing guardrail where it will not be reinstalled. Seven (7) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
17	5/17/2010	20,119.26	548,229.92

1A: Design Error or Omission. Incorrect PS&E. Transition milling is needed in order to complete the project. This item was not in the original bid set of plans and will be added. The transition milling will be at all tie-ins throughout the remainder of the project south of Anderson Mill Road. Two (2) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
18	6/18/2010	6,567.55	554,797.47

1A: Design Error or Omission. Incorrect PS&E. The original size of the proposed culvert (30") under Roxie Dr. could not be installed due to the existing elevation of the intersection. In order to install the cross drainage and minimize the amount that the roadway will have to be built up, the culvert size was revised to two 24" pipes and cement stabilized backfill material will be used in the trench to speed the construction. One (1) day was added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
19	6/18/2010	64,437.41	619,234.88

1A: Design Error or Omission. Incorrect PS&E. The headwalls (heights) that were bid on for the project's three main culverts differ from the heights shown on the culvert layout sheets as well as what was constructed in the field. This change order covers the construction of the headwall's actual height at the upstream and downstream end of each culvert. In addition, to construct the new widened roadway over the southwest corner of Culvert #2, the upstream headwall had to be lengthened, including drilling piers and additional traffic control. Five (5) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
20	7/19/2010	77,000.00	696,234.88

2A: Differing Site Conditions. Dispute Resolution (expense caused by conditions and/or resulting delay). Due to various delays, the project has been extended by 269 calendar days. The paving subcontractor is no longer able to procure asphalt at the Contract Unit Price. This Change Order partially compensates the Contractor for asphalt price escalation.

Change Order Number	Approved	Cost This CO	Total COs
21	10/4/2010	6,740.36	702,975.24

1A: Design Error or Omission. Incorrect PS&E. An additional retaining wall was needed to stabilize the proposed sidewalk near Culvert #2 due to the near vertical drop-off. 2G: Differing Site Conditions. Unadjusted utility (unforeseeable). To complete driveway construction, two new traffic bearing water valve boxes will need to be installed. 2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). Installation of a new drainage pipe with concrete ends to tie into the improved roadway drainage ditch. This resolves the drainage issue caused by the new roadway cross-slope and the extension of the Neff Rental driveway (to address the slope issues). Thirteen (13) days were added to the Contract.

Change Order Number	Approved	Cost This CO	Total COs
22	11/2/2010	58,327.13	761,302.37

2A: Differing Site Conditions. Dispute resolution (expense caused by conditions and/or resulting delay). Three redesigned driveways to the McCarty Corporation will be constructed at lower slopes and curb cuts will be installed along new curb & gutter to help drainage on the Pond Springs Business Park property. 2I. Differing Site Conditions: Additional safety needs (unforeseeable). Additional pavement markers need to be installed at specified driveways to separate driveways visually from the adjacent rip rap. Thirty-seven (37) days were added to the Contract.

Adjusted Price = $3,928,897.42

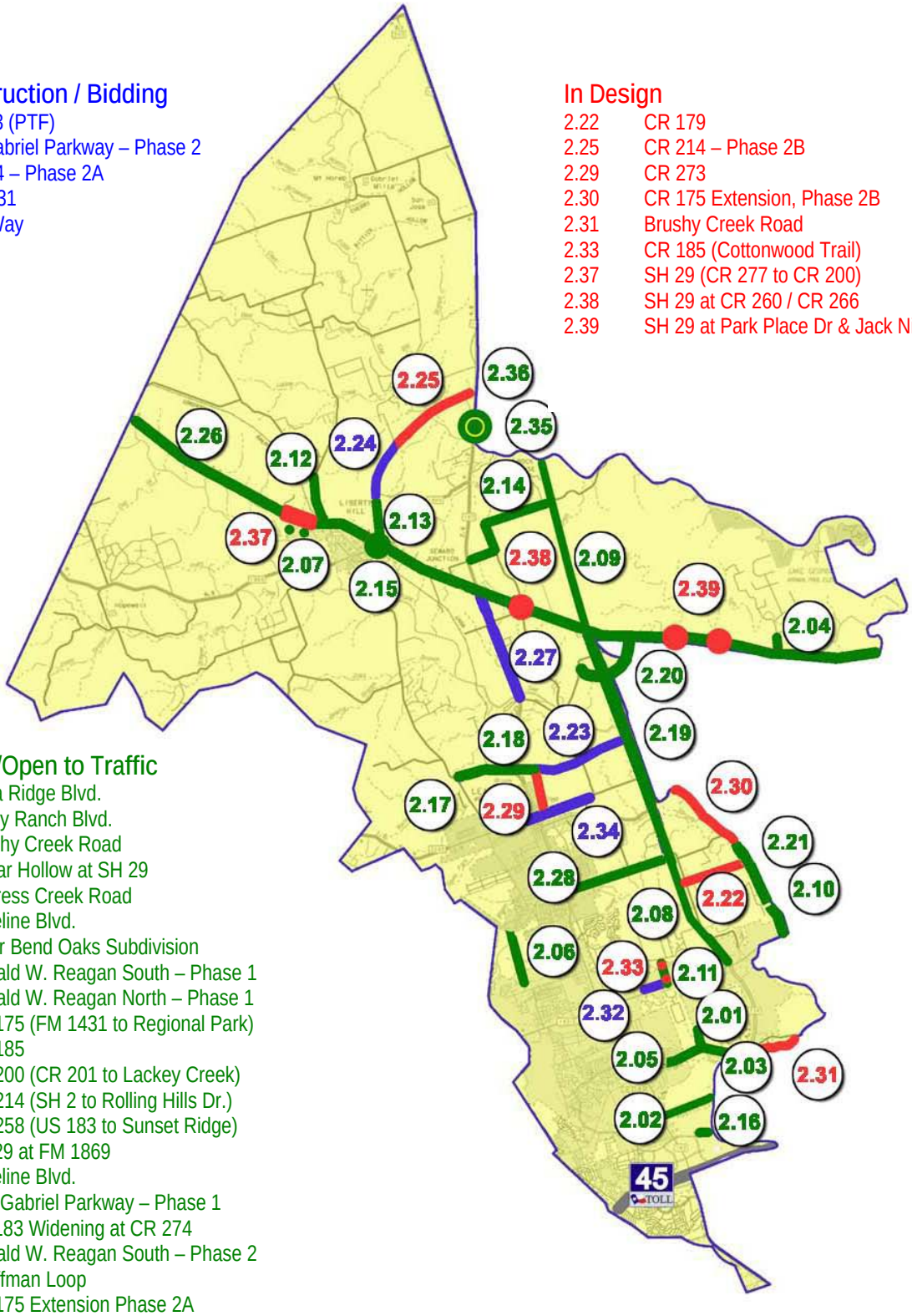
PRECINCT 2
COMMISSIONER LONG

Under Construction / Bidding

2.27 US 183 (PTF)
2.23 San Gabriel Parkway – Phase 2
2.24 CR 214 – Phase 2A
2.32 RM 1431
2.34 Hero Way

In Design

2.22 CR 179
2.25 CR 214 – Phase 2B
2.29 CR 273
2.30 CR 175 Extension, Phase 2B
2.31 Brushy Creek Road
2.33 CR 185 (Cottonwood Trail)
2.37 SH 29 (CR 277 to CR 200)
2.38 SH 29 at CR 260 / CR 266
2.39 SH 29 at Park Place Dr & Jack Nicklaus Blvd



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
2.21 CR 175 Extension Phase 2A
2.26 SH 29 Improvements Study & Schematic
2.28 CR 272
2.35 US 183 @ FM 3405 Traffic Signal
2.36 US 183 @ FM 3405 Left Turn Lanes

Ronald Reagan Blvd. South, Ph. 2 (FM 2243 to SH 29)
Project No. 05WC324 Original Contract Price = $15,857,326.54

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/1/2005	11/30/2005	0	$74,925.00	$74,925.00	$8,325.00	$8,325.00	1	0
2	12/1/2005	12/31/2005	0	$103,696.20	$178,621.20	$11,521.80	$19,846.80	1	0
3	1/1/2006	1/31/2006	9	$750,735.00	$929,356.20	$83,415.00	$103,261.80	7	1
4	2/1/2006	2/28/2006	28	$444,184.20	$1,373,540.40	$49,353.80	$152,615.60	11	5
5	3/1/2006	3/31/2006	31	$291,523.10	$1,665,063.50	$32,391.46	$185,007.06	13	9
6	4/1/2006	4/30/2006	30	$399,662.07	$2,064,725.57	$44,406.89	$229,413.95	17	13
7	5/1/2006	5/31/2006	31	$655,292.34	$2,720,017.91	$72,810.26	$302,224.21	22	17
8	6/1/2006	6/30/2006	30	$455,018.26	$3,175,036.17	$50,557.59	$352,781.80	25	21
9	7/1/2006	7/31/2006	31	$40,437.00	$3,215,473.17	$4,493.00	$357,274.80	26	25
10	8/1/2006	8/31/2006	31	$285,902.35	$3,501,375.52	$31,766.92	$389,041.72	27	29
11	9/1/2006	9/30/2006	30	$528,814.84	$4,030,190.36	$58,757.21	$447,798.93	32	33
12	10/1/2006	10/31/2006	31	$311,641.77	$4,341,832.13	$34,626.86	$482,425.79	34	38
13	11/1/2006	11/30/2006	30	$478,315.80	$4,820,147.93	$53,146.20	$535,571.99	38	41
14	12/1/2006	3/31/2007	121	$1,317,936.47	$6,138,084.40	$146,437.39	$682,009.38	48	58
15	4/1/2007	4/30/2007	30	$447,058.65	$6,585,143.05	$49,673.18	$731,682.56	51	62
16	5/1/2007	5/31/2007	31	$250,755.70	$6,835,898.75	$27,861.77	$759,544.33	53	66
17	6/1/2007	7/31/2007	61	$892,102.41	$7,728,001.16	$99,122.49	$858,666.82	60	74
18	8/1/2007	8/31/2007	31	$625,810.47	$8,353,811.63	$69,534.49	$928,201.31	65	78
19	9/1/2007	9/30/2007	30	$804,499.07	$9,158,310.70	$89,388.79	$1,017,590.10	71	82
20	10/1/2007	10/31/2007	31	$1,258,832.28	$10,417,142.98	-$469,076.61	$548,513.49	77	86
21	11/1/2007	11/30/2007	30	$785,594.47	$11,202,737.45	$41,347.08	$589,860.57	83	90
22	12/1/2007	12/31/2007	31	$453,813.77	$11,656,551.22	$23,884.94	$613,745.51	86	94
23	1/1/2008	1/31/2008	31	$701,577.47	$12,358,128.69	$36,925.13	$650,670.64	91	98
24	2/1/2008	2/29/2008	13	$789,217.12	$13,147,345.81	-$381,980.87	$268,689.77	94	100
25	3/1/2008	3/31/2008	n/a	$168,372.53	$13,315,718.34	$3,436.18	$272,125.95	95	-
26	4/1/2008	5/31/2008	n/a	$123,532.38	$13,439,250.72	$2,521.06	$274,647.01	96	-
27	6/1/2008	6/30/2008	n/a	$158,393.86	$13,597,644.58	$3,232.53	$277,879.54	97	-
28	7/1/2009	8/31/2009	n/a	$246,514.59	$13,844,159.17	$5,030.91	$282,910.45	99	-
29	9/1/2009	9/30/2009	n/a	$247,467.35	$14,091,626.52	-$141,224.56	$141,685.89	100	-
30	11/1/2009	12/3/2009	n/a	$174,653.12	$14,266,279.64	-$125,358.86	$16,327.03	100	-
31	1/1/2010	1/31/2010	n/a	$15,975.00	$14,282,254.64	$0.00	$16,327.03	100	-

10/29/2010 Comments - The Contractor is continuing to work to complete all items added under Change Order No. 24. Project Close-out will resume once the work is complete. The Record Drawings have been received from the Contractor, reviewed, and found to be complete and accurate.

Change Order Number	Approved	Cost This CO	Total COs
01	2/14/2006	-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.

Change Order Number	Approved	Cost This CO	Total COs
02	2/14/2006	-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.

Change Order Number	Approved	Cost This CO	Total COs
03	5/18/2006	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.

Change Order Number	Approved	Cost This CO	Total COs
04	7/11/2006	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.

Change Order Number	Approved	Cost This CO	Total COs
05	9/5/2006	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. Fifteen (15) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
06	8/17/2006	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.

Change Order Number	Approved	Cost This CO	Total COs
07	8/29/2006	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. Fifteen (15) days were added to the Contract

Change Order Number	Approved	Cost This CO	Total COs
08	9/5/2006	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. Thirty (30) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
09	2/7/2007	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.

Change Order Number	Approved	Cost This CO	Total COs
10	3/27/2007	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.

Change Order Number	Approved	Cost This CO	Total COs
11	3/21/2007	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.

Change Order Number	Approved	Cost This CO	Total COs
12	4/20/2007	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.

Change Order Number	Approved	Cost This CO	Total COs
13	7/5/2007	-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.

Change Order Number	Approved	Cost This CO	Total COs
14	7/12/2007	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 Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
15	9/17/2007	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.

Change Order Number	Approved	Cost This CO	Total COs
16	8/15/2007	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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
19	1/8/2008	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.

Change Order Number	Approved	Cost This CO	Total COs
20	1/30/2008	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.

Change Order Number	Approved	Cost This CO	Total COs
21	1/29/2008	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.

Change Order Number	Approved	Cost This CO	Total COs
22	7/8/2008	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.

Change Order Number	Approved	Cost This CO	Total COs
23	TBD	TBD	-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 completed.

Change Order Number	Approved	Cost This CO	Total COs
24	9/22/2009	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, Ph. 2A Extension (Regional Park to Creekside Meadows)
Project No. 09WC707

Original Contract Price = $1,854,291.16

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted	Total Bid Days	Days Added	Total Days
1/21/2009	2/3/2009	4/20/2009	7/6/2009	1/28/2010		180	319	499

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/20/2009	5/12/2009	0	$43,970.99	$43,970.99	$4,885.67	$4,885.67	3	0
2	5/12/2009	6/30/2009	0	$396,055.07	$440,026.06	$44,006.11	$48,891.78	26	0
3	7/1/2009	7/31/2009	26	$213,429.04	$653,455.10	$23,714.34	$72,606.12	39	5
4	8/1/2009	8/31/2009	31	$250,681.21	$904,136.31	$27,853.47	$100,459.59	54	11
5	9/1/2009	9/30/2009	30	$162,098.59	$1,066,234.90	-$44,341.96	$56,117.63	60	17
6	10/1/2009	10/31/2009	31	$53,846.74	$1,120,081.64	$2,834.03	$58,951.66	63	24
7	11/1/2009	11/30/2009	30	$244,706.53	$1,364,788.17	$12,879.30	$71,830.96	77	30
8	12/1/2009	12/31/2009	31	$55,411.74	$1,420,199.91	$2,916.40	$74,747.36	80	36
9	1/1/2010	1/31/2010	27	$344,508.49	$1,764,708.40	-$38,732.90	$36,014.46	96	41
10	5/1/2010	5/31/2010	n/a	$6,335.11	$1,771,043.51	$129.28	$36,143.74	96	0
11	7/1/2010	7/31/2010	n/a	$20,359.00	$1,791,402.51	$415.49	$36,559.23	98	41
12	8/1/2010	8/31/2010	n/a	$1,491.17	$1,792,893.68	$30.43	$36,589.66	98	0

10/29/2010 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 2/12/2010. All punch list items are complete except grass growth. RGM is pricing a change order to repair ditch and slope damages caused by the September rains.

Change Order Number	Approved	Cost This CO	Total COs
01	7/23/2009	-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.

Change Order Number	Approved	Cost This CO	Total COs
02	7/23/2009	17,615.43	13,586.19

4B: Third Party Accommodation. Third party requested work: Adding six (6) 4-inch conduits at a total of 1,320 LF for PEC, AT&T, and Time Warner.

Change Order Number	Approved	Cost This CO	Total COs
03	9/11/2009	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.

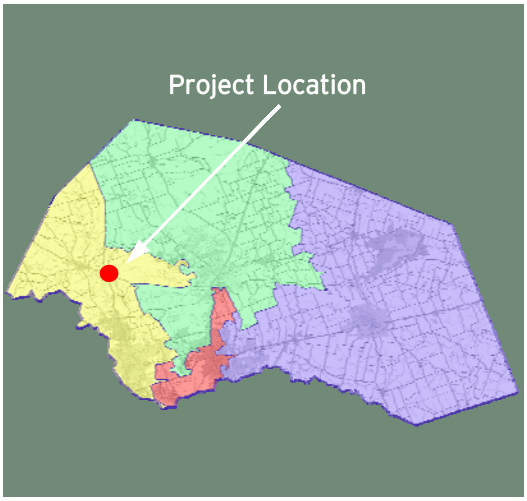
Change Order Number	Approved	Cost This CO	Total COs
04	10/27/2009	1,881.40	18,167.59

4B: Third Party Accommodation. Third party requested work: This Change Order accounts for costs associated with the installation 300 feet of 4-inch PVC sleeves for future irrigation for the Parkside subdivision.

Change Order Number	Approved	Cost This CO	Total COs
05	3/23/2010	1,947.84	20,115.43

1A: Design Error or Omission. Incorrect PS&E. A signal head was added at the intersection of CR 175 and Perry Mayfield for the northbound traffic. Twenty-seven (27) days were added to the Contract schedule to account for the delay encountered while the Engineer developed a solution for the lack of cover over Culverts #1 and #2 on the northbound lanes.

Adjusted Price = $1,874,406.59



PASS THROUGH FINANCING PROJECT
US 183

(Riva Ridge Road to SH 29)

Project Length: 4.3 Miles
Roadway Classification: Principal Arterial
Roadway Section: Four-lane divided with shoulders and a wide median for future transportation corridor
Structures: Two four-lane bridges and bridge class culverts

Project Schedule: December 2009 - December 2012
Estimated Construction Cost: $14.8 Million

OCTOBER 2010 IN REVIEW

10/08/2010: Dan Williams Co. is continuing to excavate the ditch along the west ROW, to build subgrade in Parcel #4 for the southbound lanes, and to place embankment over Structures 5A and 6 for the northbound lanes and the crossover. The contractor continues to place rip rap between Structures 5A and 6. DWCO completed waterlines H and H1 this week.

10/15/2010: DWCO is continuing to process flex base in Parcel 4, to place embankment over Structure 5A, and to place rip rap between Structures 5A and 6. The contractor is setting the final pieces of coping to complete Wall C. DWCO is compacting subgrade over Structure 6 and excavating Riva Ridge.

10/22/2010: DWCO began processing first course flex base over Structure 5A and 6 and completed the rip rap between Structures 5A and 6. The contractor continues to excavate Riva Ridge. DWCO closed the outside northbound lane on US 183 on 10/25/10, which will remain closed for approximately 45 days.

10/29/2010: DWCO is working subgrade from Riva Ridge to south of South Gabriel Dr. on the northbound lanes. The contractor continues to work on excavation of Riva Ridge and the widening of US 183 at Riva Ridge for the northbound lanes. DWCO began work on the Hazmat trap at abutment 1 on the northbound bridge and completed installation of the MBGF at the bridge.

Design Engineer: Dannenbaum
Contractor: Dan Williams Company
Construction Inspection: HDR

Williamson County
Pass Through Financing Program

HNTB

PRIME STRATEGIES, INC.

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

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
8/24/2009	8/25/2009	12/21/2009	12/23/2009	12/18/2012		627	0	627

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	12/21/2010	12/31/2010	0	$135,503.26	$135,503.26	1	0
2	1/1/2010	1/31/2010	0	$519,553.82	$655,057.08	4	0
3	2/1/2010	2/28/2010	0	$336,428.93	$991,486.01	7	0
4	3/1/2010	3/31/2010	0	$1,038,867.35	$2,030,353.36	14	0
5	4/1/2010	4/30/2010	0	$1,182,431.16	$3,212,784.52	22	0
6	5/1/2010	5/31/2010	0	$524,006.54	$3,736,791.06	25	0
7	6/1/2010	6/30/2010	8	$488,883.31	$4,225,674.37	28	1
8	7/1/2010	7/31/2010	21	$531,298.23	$4,756,972.60	32	5
9	8/1/2010	8/31/2010	22	$1,365,257.56	$6,122,230.16	41	8
10	9/1/2010	9/30/2010	21	$668,797.43	$6,791,027.59	46	11
11	10/1/2010	10/31/2010	22	$431,568.09	$7,222,595.68	49	15

Change Order Number	Approved	Cost This CO	Total COs
01	5/4/2010	$39,057.66	39,057.66

1B: Design Error or Omission. Other. Existing water lines have been identified at nine locations requiring relocation from newly acquired ROW to private property. The lines are required to be cased when crossing under the proposed new roadway. Additionally, the existing meters will need to be relocated onto private property. In the existing condition the water meters are inside the right of way with private waterlines above ditch lines or within the pavement section.

Change Order Number	Approved	Cost This CO	Total COs
02	4/19/2010	$1,250.00	40,307.66

1B: Design Error or Omission. Other. Plans required 5 foot long core holes in each Abutment and Bent location of the two bridges to confirm bearing materials (Sheet No. S of the General Notes). Payment is set by Standard Specifications, Item 416.5.C at $125 each. No bid item was included for this activity.

Change Order Number	Approved	Cost This CO	Total COs
03	5/17/2010	$25,000.00	65,307.66

3F: County Convenience. Additional work desired by the County. Revising safety work/measures desired by the County. This change order will add a bid item to cover expenses associated with reimbursement for Law Enforcement when required by the Construction Inspector during certain construction activities. Payment for this bid item will be made based on actual invoices prepared by Law Enforcement agencies plus a 5% markup as allowed by TxDOT specifications.

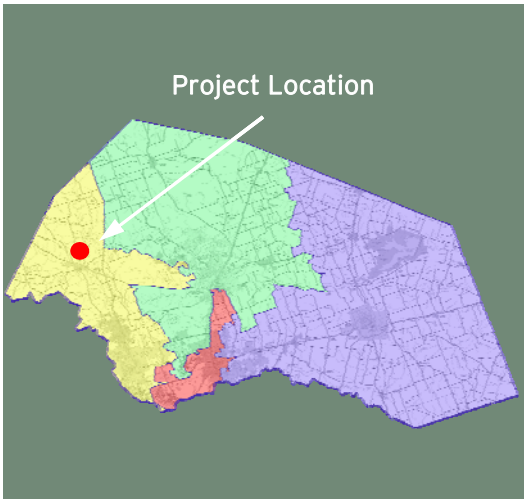
Change Order Number	Approved	Cost This CO	Total COs
04	6/23/2010	$25,000.00	90,307.66

1A: Design Error or Omission. Incorrect PS&E. This change order provides payment to reimburse the contractor for maintenance, repair, or reinstallation of erosion control devices and features which are not subsidiary to pertinent items. No bid item(s) was included for these activities. The change order is as described in the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, Item 506.6 Temporary Erosion, Sedimentation, and Environmental Controls, Payment, and Article 9.5, Force Account.

Change Order Number	Approved	Cost This CO	Total COs
05	7/1/2010	$78,417.60	168,725.26

1A: Design Error or Omission. Incorrect PS&E. 4D: Third Party Accommodation. Other. This change order provides payment to reimburse the contractor for costs associated with constructing the revised Retaining Wall C (Rock Nailed/Facia) located at the southern terminus of the project limits. New design details and additional components typically supplied by TxDOT were added to the design of the Rock Nail Wall. This redesign will require the pre-cast facia panel fabricator to redesign the wall panel layout and recast new panels to replace those that are unusable. Quantities of rock nails, Class C miscellaneous concrete and anti-graffiti coating are being adjusted per the reduction overall square footage of the wall.

Adjusted Price = $14,846,453.10



CR 214, PHASE 2A
(Rolling Hills to San Gabriel Ranch Road)

Project Length: 1.3 Miles
Roadway Classification: Rural Collector
Roadway Section: Two-lane undivided with shoulders

Project Schedule: December 2009 - February 2011
Estimated Construction Cost: $1.2 Million

October 2010 IN REVIEW

10/08/10: FT Woods is processing first course flex base from south of the Wilco driveway to Culvert A-2 on the southbound lanes. The contractor is also finishing subgrade from Culvert A-2 to the north tie-in. FT Woods poured the footing for the headwall and the wingwalls on the upstream side of Culvert A-2 and is forming SETs for the driveways along the southbound lanes.

10/15/2010: FT Woods continues to process flex base from Culvert A-2 to the north tie-in and is processing subgrade from the south tie-in to the Wilco driveway. The contractor is continuing to excavate the ditchline from the cemetery to the Wilco driveway along the east side of the roadway. FT Woods poured the headwall and the wingwalls on the upstream side of Culvert A-2.

10/22/2010: FT Woods is processing final course flex base on the southbound lanes from the gas line to the detour, placing first course flex base from the south tie-in to just south of the Wilco driveway on the northbound lanes, and processing first course flex base from the gas line to the north tie-in on the southbound lanes. FT Woods poured SETs on cross culverts and driveways.

10/29/2010: FT Woods is processing the final course of flex base on the southbound lanes from the gas line to the north tie-in. The contractor is also processing and placing flex base on the west side driveways.

Design Engineer: Rogers Design
Contractor: FT Woods Constructors
Construction Observation:
Kenneth Marak, Williamson County

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

CR 214 Phase 2A (Rolling Hills to San Gabriel Ranch Road)
Project No. 09WC723

Original Contract Price = $1,183,999.03

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
9/30/2009	10/13/2009	12/8/2009	12/8/2009	2/6/2011		227	0	227

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/1/2009	11/30/2009	0	$2,126.46	$2,126.46	$236.27	$236.27	0	0
2	12/1/2009	12/31/2009	0	$10,980.83	$13,107.29	$1,220.10	$1,456.37	1	0
3	1/1/2010	1/31/2010	0	$36,651.83	$49,759.12	$4,072.42	$5,528.79	5	0
4	2/1/2010	2/28/2010	0	$86,671.56	$136,430.68	$9,630.17	$15,158.96	13	0
5	3/1/2010	3/31/2010	0	$96,350.11	$232,780.79	$10,705.57	$25,864.53	22	0
6	4/1/2010	4/30/2010	0	$88,166.92	$320,947.71	$9,796.33	$35,660.86	31	0
7	5/1/2010	5/31/2010	0	$97,359.40	$418,307.11	$10,817.71	$46,478.57	34	0
8	6/1/2010	7/31/2010	37	$121,881.81	$540,188.92	$13,542.42	$60,020.99	49	16
9	8/1/2010	8/31/2010	31	$87,795.45	$627,984.37	$9,755.05	$69,776.04	57	30
10	9/1/2010	9/30/2010	30	$90,230.70	$718,215.07	$10,025.63	$79,801.67	59	43
11	10/1/2010	10/31/2010	31	$99,855.94	$818,071.01	$11,095.11	$90,896.78	67	57

Change Order Number	Approved	Cost This CO	Total COs
01	2/16/2010	-16,500.00	-16,500.00

5E: Contractor Convenience. Other. 3H: County Convenience. Cost savings opportunity discovered during construction. The Contractor requested to use temporary sediment control fence instead of biodegradable erosion control logs in various locations on the Project. Due to the significant savings, the County agreed.

Change Order Number	Approved	Cost This CO	Total COs
02	5/17/2010	31,143.71	14,643.71

3: County Convenience. 3M: Other. 3E: Reduction of future maintenance. The waterline relocation quantities are being increased to move the existing waterline from under the proposed pavement.

Change Order Number	Approved	Cost This CO	Total COs
03	6/15/2010	18,762.45	33,406.16

2J: Differing Site Conditions (unforeseeable). Other. This change order accounts for costs associated with the loading and hauling of 18 to 24-inch County-provided rock to the project site. The material was required to stabilize areas that were unsuitable for construction under the proposed roadway and multiple box culvert.

Adjusted Price = $1,217,405.19

US 183 at FM 3405 Intersection Improvements
Project No. 10WC805

Original Contract Price = $379,185.10

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted	Total Bid Days	Days Added	Total Days
11/19/2009	12/1/2009	3/1/2010	3/11/2010	5/25/2010		90	319	409

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	3/1/2010	3/31/2010	21	$70,319.79	$70,319.79	$7,813.31	$7,813.31	20	5
2	4/1/2010	6/15/2010	55	$298,405.71	$368,725.50	-$288.30	$7,525.01	98	19

10/29/2010 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 6/2/2010. Aaron Concrete redistributed the topsoil and reseeded various areas because the heavy mid-September rainfall eroded all of the seed and topsoil placed in early September.

Change Order Number	Approved	Cost This CO	Total COs
01	7/15/2010	6,698.85	6,698.85

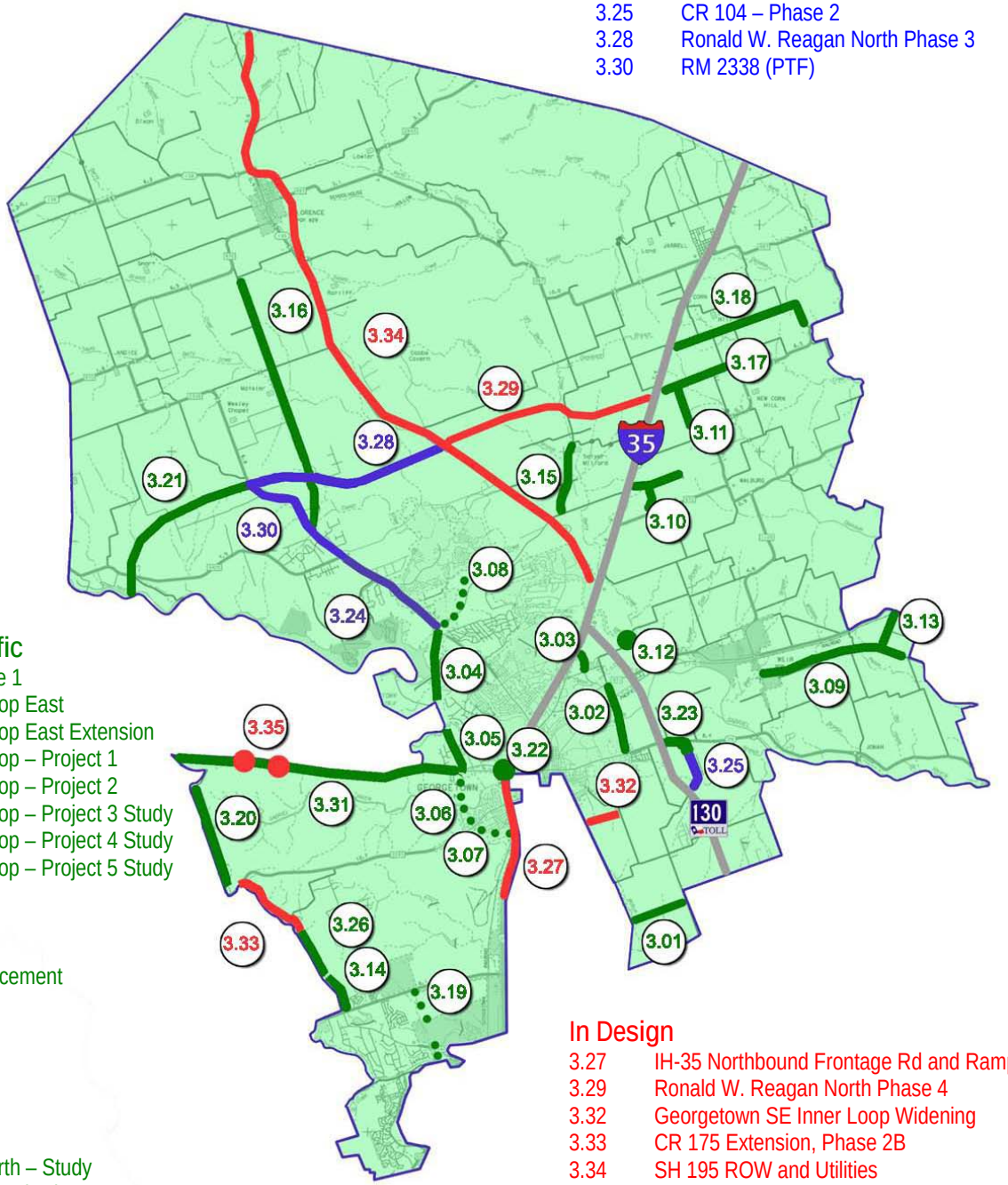
2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable) (Item 9). This change order provides payment for additional work by the Contractor to mill existing patches on US 183 because the elevations of the patches were higher than the proposed finished roadway grades.

Adjusted Price = $385,883.95

PRECINCT 3
COMMISSIONER COVEY

Under Construction / Bidding

3.24 Williams Drive (RM 2338)
3.25 CR 104 – Phase 2
3.28 Ronald W. Reagan North Phase 3
3.30 RM 2338 (PTF)

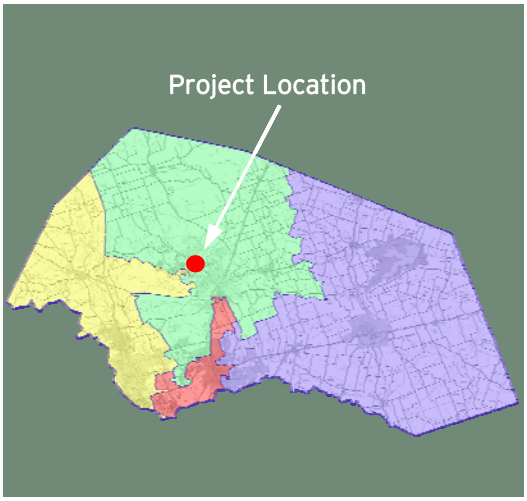


Completed/Open to Traffic

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
3.26 CR 175 Extension Phase 2A
3.31 SH 29 Improvements Study & Schematic

In Design

3.27 IH-35 Northbound Frontage Rd and Ramps
3.29 Ronald W. Reagan North Phase 4
3.32 Georgetown SE Inner Loop Widening
3.33 CR 175 Extension, Phase 2B
3.34 SH 195 ROW and Utilities
3.35 SH 29 at Park Place Dr & Jack Nicklaus Blvd



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 - November 2010
Estimated Construction Cost: $12.3 Million

OCTOBER 2010 IN REVIEW

10/08/10: JC Evans completed the installation of the 24 in waterline pipe and is processing flex base between Jim Hogg and Casa Loma E on the eastbound lanes and on the new FM 3405. The contractor is installing concrete rip rap on the slopes from Wildwood to DB Wood and from HEB to Bank of America.

10/15/2010: JC Evans is cleaning up the waterline easement. The contractor continues to process flex base between Jim Hogg and Casa Loma E on the eastbound lanes and on the new FM 3405. JC Evans is placing topsoil and seeding on the areas adjacent to the completed rip rap and MBGF. Paving subcontractor AB&R is paving in various locations along the westbound lanes.

10/22/2010: AB&R paved the intersection of Jim Hogg and Williams Dr, the additional right turn lane on Jim Hogg, and between Casa Loma E to Del Webb. AB&R completed paving the widening from Penny Ln to Sedro and primed the finished flex base between Casa Loma E to Jim Hogg. JC Evans is adjusting waterline valves and installing the fire hydrants to finished grade.

10/29/2010: AB&R is placing hot mix from Jim Hogg to Casa Loma E on the eastbound lanes. JC Evans is finishing the second course of flex base on the proposed 3405. JC Evans is continuing to form and pour the mow strip in various locations at the MBGF.

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

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Williams Drive (DB Wood Rd to FM 3405)
Project No. 09WC706 Original Contract Price = $11,464,068.41

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
12/17/2008	1/20/2009	3/2/2009	3/16/2009	11/14/2010		570	33	603

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	3/1/2009	3/31/2009	16	$409,766.45	$409,766.45	3	3
2	4/1/2009	4/30/2009	30	$275,352.93	$685,119.38	6	8
3	5/1/2009	5/31/2009	30	$780,300.96	$1,465,420.34	12	13
4	6/1/2009	6/30/2009	30	$409,988.45	$1,875,408.79	13	18
5	7/1/2009	7/31/2009	30	$439,814.28	$2,315,223.07	16	23
6	8/1/2009	8/31/2009	31	$748,866.19	$3,064,089.26	20	28
7	9/1/2009	9/30/2009	30	$1,044,554.30	$4,108,643.56	27	33
8	10/1/2009	10/31/2009	31	$560,440.65	$4,669,084.21	36	38
9	11/1/2009	11/30/2009	28	$489,651.00	$5,158,735.21	41	42
10	12/1/2009	12/31/2009	30	$347,909.60	$5,506,644.81	45	47
11	1/1/2010	1/31/2010	30	$236,560.28	$5,743,205.09	48	52
12	2/1/2010	2/28/2010	28	$255,322.06	$5,998,527.15	50	57
13	3/1/2010	3/31/2010	31	$258,010.86	$6,256,538.01	54	62
14	4/1/2010	4/30/2010	30	$212,301.25	$6,468,839.26	56	67
15	5/1/2010	5/31/2010	30	$417,038.91	$6,885,878.17	58	72
16	6/1/2010	6/30/2010	30	$528,804.07	$7,414,682.24	61	77
17	7/1/2010	7/30/2010	30	$252,045.70	$7,666,727.94	63	82
18	8/1/2010	8/31/2010	31	$849,838.78	$8,516,566.72	70	87
19	9/1/2010	9/30/2010	29	$726,706.61	$9,243,273.33	75	92
20	10/1/2010	10/31/2010	31	$974,180.24	$10,217,453.57	83	97

Change Order Number	Approved	Cost This CO	Total COs
01	6/9/2009	-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.

Change Order Number	Approved	Cost This CO	Total COs
02	9/15/2009	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 (CTSUD) waterline (Segments A and C) from an 18" waterline to a 24" waterline. This will be funded in full by CTSUD. Thirty-three (33) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
03	10/27/2009	6,018.38	802,153.40

4B: Third Party Accommodation. Third party requested work. 6C: Untimely ROW/Utilities. Utilities not clear. This change order pays the contractor for various items of extra work necessary to install the Chisholm Trail Special Utility District (CTSUD) waterline and for one day of idle equipment due to a request by CTSUD not to work on in the vicinity of their waterline.

Change Order Number	Approved	Cost This CO	Total COs
04	3/9/2010	-243,410.00	558,743.40

3H: County Convenience. Cost savings opportunity discovered during construction. This change order documents the revisions to the pay quantities due to a change in the method of installation of the waterline encasement pipe and adjustment of quantities to meet field conditions. Encasement pipe installation was changed from a bore to an open cut at various locations.

Change Order Number	Approved	Cost This CO	Total COs
05	3/4/2010	6,191.26	564,934.66

6C: Untimely ROW/Utilities. Utilities Not Clear. This Change Order sets up a force account item for contractor payment. Verizon telephone conduits were in conflict with CTSUD Waterline D. Lowering the profile of waterline D was the solution. This extra work was due to additional excavation required.

Change Order Number	Approved	Cost This CO	Total COs
06	3/9/2010	126,046.65	690,981.31

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). 3F: County Convenience. Additional work desired by the County. 1A: Design Error or Omission. Incorrect PS&E. This change order documents changes to the driveway pay items, adds a pay item for Concrete Driveways, adds culvert pipe bypasses at electrical poles and telephone manholes and changes the slope on pipe culverts that are parallel to the roadway from 3:1 to 6:1.

Change Order Number	Approved	Cost This CO	Total COs
07	3/23/2010	18,759.00	709,740.31

4B: Third Party Accommodation. Third party requested work. This change order adds a 24" gate valve to the project at the request of Chisholm Trail Special Utility District on Waterline D at Sta. 8+20.

Change Order Number	Approved	Cost This CO	Total COs
08	3/23/2010	6,427.15	716,167.46

2: Differing Site Conditions. 2D: Environmental remediation 2G: Unadjusted utility (unforeseeable). This change order adds items to pay for work necessary to clear existing features for installation of the CTSUD 24" Waterline C. The waterline installation encountered an unknown geological feature at Sta. 559+00 Right, and an abandoned City wastewater manhole and City waterline vault near Sta. 601+00 at Woodlake Drive.

Change Order Number	Approved	Cost This CO	Total COs
09	3/23/2010	2,307.03	718,474.49

6C: Untimely ROW/Utilities. Utilities not clear. This change order adds a pay item for backfilling holes in the new roadway alignment (in the future shoulder) that were left behind when the telephone poles were removed.

Change Order Number	Approved	Cost This CO	Total COs
10	7/1/2010	8,051.71	726,526.20

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for additional work to excavate and backfill an existing trench that is in conflict with the proposed 24" waterline assignment of Waterline C from Sta. 92+00 to 96+00. CTSUD has approved and agreed to pay for this work.

Change Order Number	Approved	Cost This CO	Total COs
11	8/18/2010	9,165.00	735,691.20

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). and 3L. County Convenience. Revising safety work/measures desired by the County. This change order adds the removal of existing concrete valley gutters at the intersections of: (1) Williams Drive and Woodlake Drive and (2) Williams Drive and Wildwood Drive.

Change Order Number	Approved	Cost This CO	Total COs
12	9/13/2010	24,846.25	760,537.45

4B. Third Party Accommodation. Third party requested work. The change order establishes a force account pay item for installation of landscape pavers in the center medians of four (4) driveways at the request of the City of Georgetown. The change order also changes the construction material of the HEB and Bank of America driveways from asphalt to concrete at the request of the City of Georgetown.

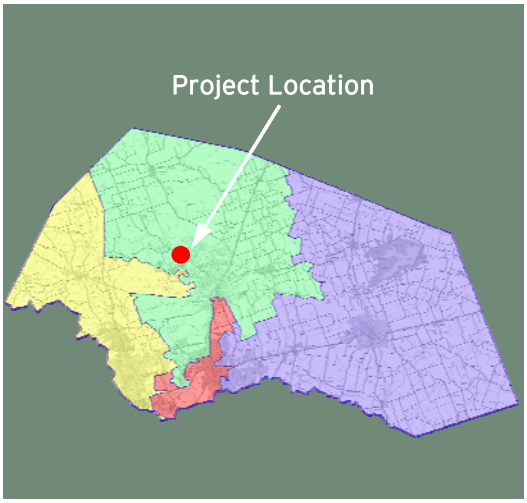
Change Order Number	Approved	Cost This CO	Total COs
13	9/13/2010	24,200.00	784,737.45

3E. County Convenience. Reduction of future maintenance. This change order adds a pay item for a soil retention blanket, including the grass seed, to control erosion along the side of the roadway and to facilitate grass establishment. The amount of drill seeding is reduced by the same area of added blanket.

Change Order Number	Approved	Cost This CO	Total COs
14	9/13/2010	3,600.00	788,337.45

4B. Third Party Accommodation. Third party requested work. This change order adds a pay item to haul Portable Concrete Traffic Barrier from the project to the TxDOT storage yard located at IH 35 and Parmer instead of the yard at IH 35 and Westinghouse Road. TXDOT requested the PCTB be delivered for storage to the Parmer location after use.

Adjusted Price = $12,252,405.86



PASS THROUGH FINANCING PROJECT
RM 2338 PHASE 2
(FM 3405 to Ronald Reagan Blvd)

Project Length: 3.5 Miles
Roadway Classification: Rural Minor Arterial
Roadway Section: Four-lane w/ center two-way turn lane and shoulders

Project Schedule: June 2010 - May 2012
Estimated Construction Cost: $8.7 Million

October 2010 IN REVIEW

10/08/10: Joe Bland is continuing to excavate to subgrade in various locations throughout the project and to place embankment on the proposed mainlanes from the west tie-in to Culvert 2. The contractor placed the concrete for the deck on Culvert 8 and set the boxes for the culvert at Ronald Reagan. Joe Bland completed the bores under RM 2338 near E Ridgewood.

10/15/2010: Joe Bland is continuing to excavate from W Ridgewood to CR 245 and to place embankment from the west tie-in to Culvert 2 on the proposed mainlanes. The contractor is excavating and forming for the north extension of Culvert 8 and is beginning to open cut Meadow Ln for the new waterline.

10/22/2010: Joe Bland completed the pre-trenching for the open cut installation of the new waterline at the intersections of CR 245, E Ridgewood, and at Meadow Ln. The contractor is excavating for the installation of the waterline encasement west of CR 245 across from Gabriel Woods Dr.

10/29/2010: Joe Bland is continuing to excavate along the south side between W Ridgewood to CR 245 and to prepare subgrade on the proposed mainlanes from the west tie-in to Culvert 2. The contractor completed the waterline bore west of CR 245. Joe Bland is installing the 24" waterline west of CR 245 and installing the driveway culverts along the north side.

Design Engineer: Steger Bizzell
Contractor: Joe Bland Construction
Construction Inspection: PBS&J

Williamson County
Pass Through Financing Program

HNTB

PRIME STRATEGIES, INC.

PASS THROUGH FINANCING: RM 2338 Phase 2 (FM 3405 to Ronald Reagan Blvd)

Project No. 09WC722A TxDOT CSJ: 2211-01-023 Original Contract Price = $8,700,198.56

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
1/13/2010	2/2/2010	5/18/2010	6/1/2010	5/6/2012		540	0	540

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	3/1/2010	3/31/2010	0	$511,354.80	$511,354.80	6	0
2	4/1/2010	6/30/2010	0	$311,911.32	$823,266.12	9	0
3	7/1/2010	7/31/2010	0	$205,969.16	$1,029,235.28	12	0
4	8/1/2010	8/31/2010	0	$296,658.56	$1,325,893.84	15	0
5	9/1/2010	9/30/2010	0	$268,149.71	$1,594,043.55	18	0
6	10/1/2010	10/31/2010	31	$387,430.62	$1,981,474.17	23	6

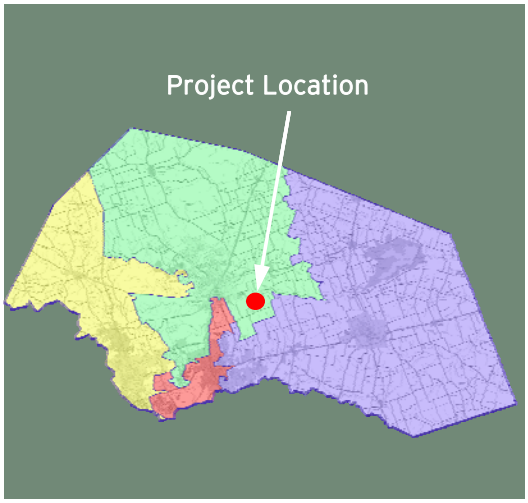
Change Order Number	Approved	Cost This CO	Total COs
01	8/18/2010	7,115.24	7,115.24

1A: Design Error or Omission. Incorrect PS&E. This change order changes the angle of the box culvert extension of Box Culvert #2 to match the adjacent drainage area.

Change Order Number	Approved	Cost This CO	Total COs
02	9/16/2010	21,080.00	28,195.24

3F. County Convenience. Additional work desired by the County. This change order adds driveways at new locations and revises drainage items related to the driveways that have been added or changed due to right-of-way acquisition negotiations.

Adjusted Price = $8,728,393.80



CR 104 Phase 2 Improvements
(South of SH 29 to SH 130)

Project Length: 1.1 Miles
Roadway Classification: Urban Collector
Roadway Section: Two-lane Divided with Continuous Center Turn Lane
Structures: Two Bridge Replacements

Project Schedule: September 2010 - September 2011
Estimated Construction Cost: $2.2 Million

OCTOBER 2010 IN REVIEW

10/08/10: Subcontractor AFS is continuing to install erosion control devices. Chasco is continuing to clear the ROW, strip and stockpile topsoil, and mulch the vegetation removed by the clearing operations.

10/15/2010: Chasco closed the roadway to thru traffic from south of Ronald Rd to the SH 130 frontage road. The contractor began excavation and embankment operations for the headers at Mankins Branch and at the north end of the project. Chasco is preparing for drilling operations at the Mankins Branch bridge. The contractor is continuing to strip and stockpile topsoil.

10/22/2010: Chasco is placing embankment to subgrade from the north tie-in to north of Mankins Branch. The contractor and subcontractor Beaird Drilling are completing preparations to start drilling shafts for the Mankins Branch bridge on 10/25/2010. Chasco is tying steel for all of the drill shaft cages.

10/29/2010: Chasco is removing the old roadway from Mankins Tributary to the SH 130 frontage road. Beaird Drilling has completed drilling the 5 shafts on Bent 3 and began drilling the shafts on Bent 2. The contractor continued tying steel for the drill shaft cages. Chasco began excavating and installing the 42" RCP for Line A from the outfall at Mankins Branch to the north.

Design Engineer: Steger Bizzell
Contractor: Chasco Contracting
Construction Inspection: Huitt~Zollars
Construction Observation:
Jerry Jansen, Williamson County

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

CR 104 Phase 2 Improvements (South of SH 29 to SH 130)
Project No. 10WC812 TxDOT CSJ: 0914-05-141

Original Contract Price = $2,247,002.60

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	Days Added	Total Days
5/19/2010	7/29/2010	9/2/2010	9/17/2010	9/16/2011			365	0	365

	Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
	1	9/17/2010	9/30/2010	14	$95,914.20	$95,914.20	4	4
	2	10/1/2010	10/31/2010	31	$175,088.14	$271,002.34	12	12

Adjusted Price = $2,247,002.60

PRECINCT 4
COMMISSIONER MORRISON

Completed/Open to Traffic

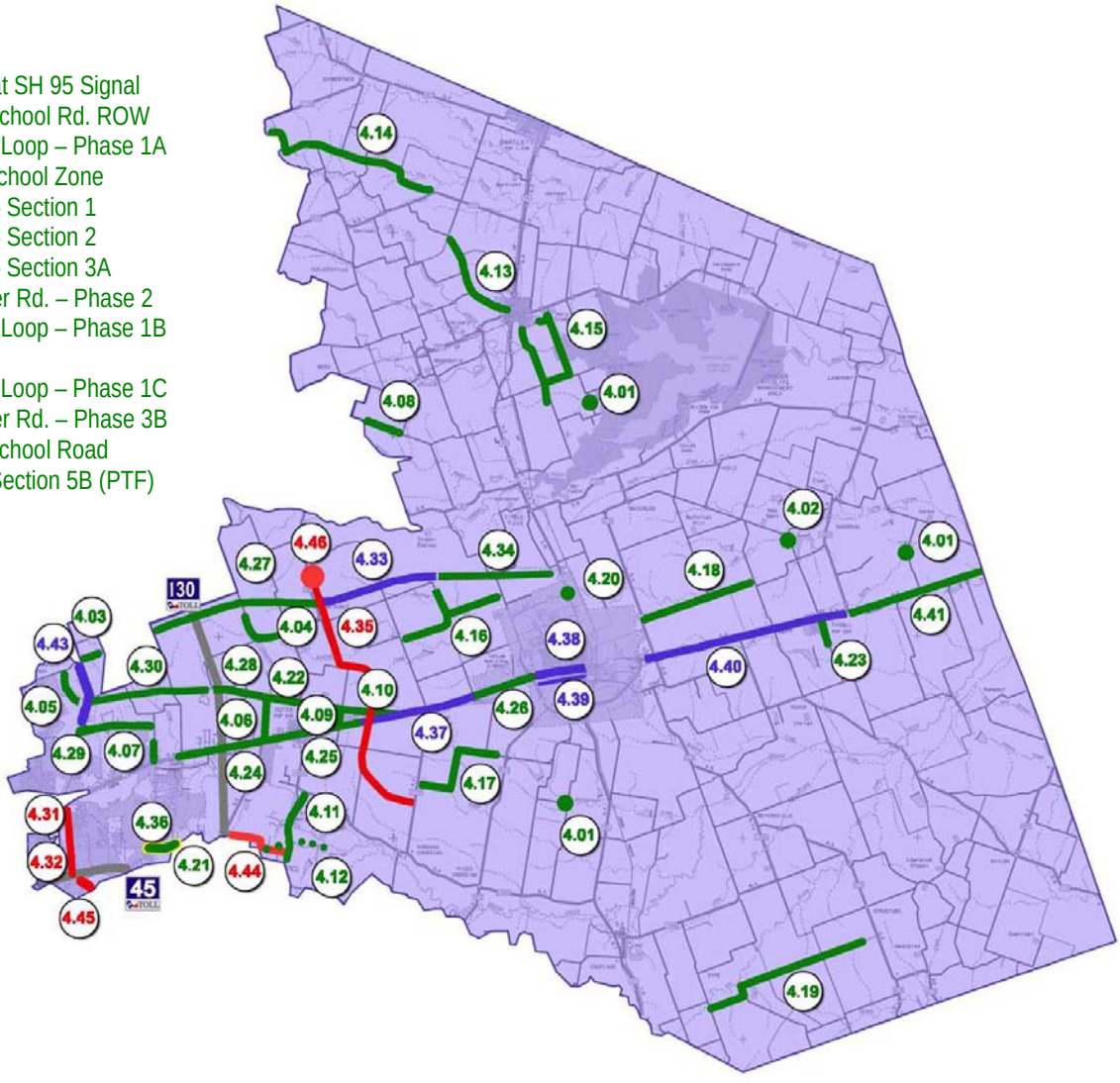
4.01 Bridge Replacements Phase 1 (CR 406, CR 390, CR 427)
4.02 Bridge Replacements Ph. 2A (CR 424)
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 37 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop – Phase 1A
4.23 Thrall School Zone
4.24 US 79 – Section 1
4.25 US 79 – Section 2
4.26 US 79 – Section 3A
4.27 Chandler Rd. – Phase 2
4.28 Limmer Loop – Phase 1B
4.29 CR 113
4.30 Limmer Loop – Phase 1C
4.34 Chandler Rd. – Phase 3B
4.36 Gattis School Road
4.41 US 79 Section 5B (PTF)

Under Construction/Bidding

4.40 US 79 Section 5A (PTF)
4.33 Chandler Rd. – Phase 3A
4.37 US 79 Section 3 (PTF)
4.38 2nd Street Improvements
4.39 BUS 79 Drainage Improvements
4.43 FM 1460 Section 2

In Design

4.31 Arterial A – Phase 1
4.32 Arterial A – Phase 2
4.35 FM 1660 (PTF)
4.44 CR 138
4.45 CR 170
4.46 FM 1660 at Landfill Rd (CR 128)



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

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted	Total Bid Days	Days Added	Total Days
4//16/08	4/28/2008	7/11/2008	7/23/2008	8/7/2010		499	55	554

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	7/23/2008	7/31/2008	9	$57,547.25	$57,547.25	0	2
2	8/1/2008	8/31/2008	23	$1,486,551.50	$1,544,098.75	9	6
3	9/1/2008	9/30/2008	24	$321,941.62	$1,866,040.37	11	10
4	10/1/2008	10/31/2008	23	$308,687.50	$2,174,727.87	13	14
5	11/1/2008	11/30/2008	20	$473,119.00	$2,647,846.87	16	18
6	12/1/2008	12/31/2008	24	$147,566.05	$2,795,412.92	16	22
7	1/1/2009	1/31/2009	26	$502,757.37	$3,298,170.29	19	27
8	2/1/2009	2/28/2009	24	$1,005,695.63	$4,303,865.92	25	31
9	3/1/2009	3/31/2009	25	$227,189.19	$4,531,055.11	27	36
10	4/1/2009	4/30/2009	24	$349,811.28	$4,880,866.39	29	40
11	5/1/2009	5/31/2009	23	$2,262,161.67	$7,143,028.06	43	44
12	6/1/2009	6/30/2009	24	$383,195.52	$7,526,223.58	44	49
13	7/1/2009	7/31/2009	23	$230,817.15	$7,757,040.73	46	53
14	8/1/2009	8/31/2009	22	$289,357.32	$8,046,398.05	47	57
15	9/1/2009	9/30/2009	21	$691,746.05	$8,738,144.10	51	60
16	10/1/2009	10/31/2009	23	$203,663.89	$8,941,807.99	53	65
17	11/1/2009	11/30/2009	19	$106,411.20	$9,048,219.19	53	68
18	12/1/2009	12/31/2009	22	$76,843.68	$9,125,062.87	54	72
19	1/1/2010	1/31/2010	20	$323,448.24	$9,448,511.11	56	76
20	2/1/2010	2/28/2010	22	$800,246.87	$10,248,757.98	60	80
21	3/1/2010	3/31/2010	24	$1,183,033.64	$11,431,791.62	67	84
22	4/1/2010	4/30/2010	22	$1,014,648.68	$12,446,440.30	75	88
23	5/1/2010	5/31/2010	20	$190,119.03	$12,636,559.33	76	92
24	6/1/2010	6/30/2010	22	$1,257,084.37	$13,893,643.70	86	95
25	7/1/2010	7/31/2010	22	$1,406,498.61	$15,300,142.31	94	99
26	8/1/2010	8/31/2010	7	$230,786.73	$15,530,929.04	96	100
27	9/1/2010	9/30/2010	0	$40,686.85	$15,571,615.89	96	-
28	10/1/2010	10/31/2010	0	$63,281.64	$15,634,897.53	96	-

10/29/2010 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 8/13/2010. JC Evans continues to work on punchlist items.

Change Order Number	Approved	Cost This CO	Total COs
01	01/23/09	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).

Change Order Number	Approved	Cost This CO	Total COs
02	6/9/2009	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.

Change Order Number	Approved	Cost This CO	Total COs
03	7/9/2009	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.

Change Order Number	Approved	Cost This CO	Total COs
04	7/21/2009	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.

Change Order Number	Approved	Cost This CO	Total COs
05	7/21/2009	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 rip rap is being added in ditches and on slopes to reduce erosion.

Change Order Number	Approved	Cost This CO	Total COs
06	9/11/2009	-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.

Change Order Number	Approved	Cost This CO	Total COs
07	3/23/2010	18,892.33	-173,353.77

3M: County Convenience. Other. A County approved work method deleting 8" of lime treated subgrade was later rejected by TxDOT. Flexible base placed without the lime treated subgrade was removed and replaced after the subgrade was processed with lime. This change order provides payment for the extra work.

Change Order Number	Approved	Cost This CO	Total COs
08	5/3/2010	-352,437.79	-525,791.56

3H: County Convenience. Cost savings opportunity discovered during construction. A majority of the full-depth reconstruction of eastbound lanes will be eliminated and replaced with an asphalt overlay. This change results in a considerable cost savings to Williamson County.

Change Order Number	Approved	Cost This CO	Total COs
09	6/18/2010	4,600.00	-521,191.56

4B: Third Party Accommodation. Third party requested work. TxDOT requested that Culvert #11 be replaced or repaired 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 or repaired rather than just extended at each end. This change order adds fifty-five (55) additional working days and additional traffic handling costs to the contract due to revisions made to the construction of Culvert #11.

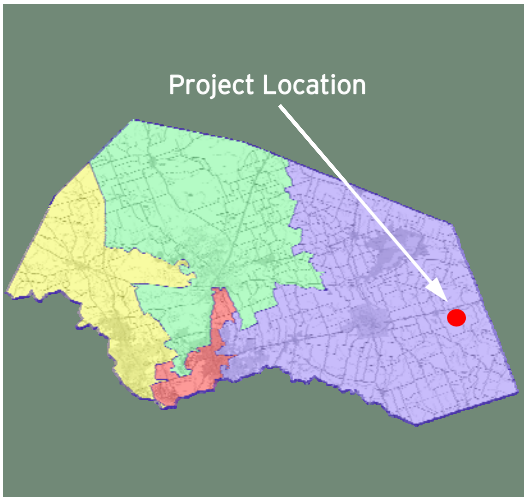
Change Order Number	Approved	Cost This CO	Total COs
10	7/1/2010	-242,271.50	-763,463.06

3H: County Convenience. Cost savings opportunity discovered during construction. This change order replaces the Stone-Matrix Asphalt (SMA) paving with a Permeable Friction Course (PFC) pavement which creates a cost savings to the project. The PFC increases visibility during wet weather by reducing the amount of water on the roadway surface.

Change Order Number	Approved	Cost This CO	Total COs
11	9/23/2010	36,608.76	-726,854.30

3F: County Convenience. Additional work desired by the county. This change order provides for the installation of a permanent traffic counter to quantify traffic on US 79 for Williamson County reimbursement in accordance with the Pass Through Financing Agreement with TxDOT.

Adjusted Price = $16,259,199.19



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: $19.7 Million

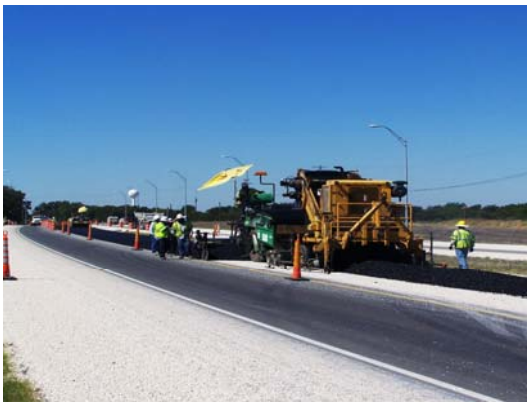
OCTOBER 2010 IN REVIEW

10/08/10: Hunter continues to place the final surface course PFC pavement on the eastbound lanes.

10/15/2010: The final surface course PFC pavement is complete on the eastbound lanes. Hunter switched eastbound traffic to the final configuration and began placing the chip seal treatment on the westbound lanes.

10/22/2010: Hunter continues to place the chip seal treatment on the westbound lanes. Following behind the chip seal operations, Hunter is placing the final surface course PFC pavement.

10/29/2010: Hunter has completed the PFC pavement placement on the westbound lanes. Subcontractor DIJ completed the temporary final striping. Hunter began paving the final Type C asphalt surface course through Thrall.



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

Williamson County
Pass Through Financing Program

HNTB

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

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
10/29/2008	11/18/2008	1/12/2009	1/27/2009	5/16/2011		593	0	593

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	1/27/2009	1/31/2009	4	$1,072,701.94	$1,072,701.94	5	1
2	2/1/2009	2/28/2009	20	$1,522,944.68	$2,595,646.62	13	4
3	3/1/2009	3/31/2009	22	$788,518.66	$3,384,165.28	17	8
4	4/1/2009	4/30/2009	21	$502,872.77	$3,887,038.05	19	11
5	5/1/2009	5/31/2009	22	$757,178.89	$4,644,216.94	23	15
6	6/1/2009	6/30/2009	22	$711,613.42	$5,355,830.36	27	19
7	7/1/2009	7/31/2009	22	$635,205.99	$5,991,036.35	30	22
8	8/1/2009	8/31/2009	21	$1,677,078.01	$7,668,114.36	38	26
9	9/1/2009	9/30/2009	21	$1,431,729.03	$9,099,843.39	45	30
10	10/1/2009	10/31/2009	22	$538,454.63	$9,638,298.02	48	33
11	11/1/2009	11/30/2009	19	$1,169,970.14	$10,808,268.16	54	36
12	12/1/2009	12/31/2009	21	$535,790.54	$11,344,058.70	57	40
13	1/1/2010	1/31/2010	21	$545,272.91	$11,889,331.61	59	44
14	2/1/2010	2/28/2010	22	$390,830.34	$12,280,161.95	61	47
15	3/1/2010	3/31/2010	23	$136,256.55	$12,416,418.50	62	51
16	4/1/2010	4/30/2010	22	$716,717.16	$13,133,135.66	66	55
17	5/1/2010	5/31/2010	20	$302,046.40	$13,435,182.06	67	58
18	6/1/2010	6/30/2010	23	$1,386,857.06	$14,822,039.12	75	62
19	7/1/2010	7/31/2010	22	$470,458.44	$15,292,497.56	78	66
20	8/1/2010	8/31/2010	22	$1,300,111.42	$16,592,608.98	84	69
21	9/1/2010	9/30/2010	23	$1,232,191.75	$17,824,800.73	90	73
22	10/1/2010	10/31/2010	24	$1,888,643.93	$19,713,444.66	100	77

Change Order Number	Approved	Cost This CO	Total COs
01	6/9/2009	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.

Change Order Number	Approved	Cost This CO	Total COs
02	7/28/2009	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.

Change Order Number	Approved	Cost This CO	Total COs
03	7/13/2009	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.

Change Order Number	Approved	Cost This CO	Total COs
04	9/30/2009	-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.

Change Order Number	Approved	Cost This CO	Total COs
05	9/30/2009	-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.

Change Order Number	Approved	Cost This CO	Total COs
06	9/30/2009	-48,155.70	-465,228.01

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

Change Order Number	Approved	Cost This CO	Total COs
07	10/27/2009	3,000.00	-462,228.01

3L: County Convenience. Revising safety work/measures desired by the County. Allows the contractor to use off-duty police officers or other traffic safety measures to assist in traffic safety during traffic switches, night work, etc.

Change Order Number	Approved	Cost This CO	Total COs
08	5/3/2010	17,071.56	-445,156.45

1B: Design Error or Omission. Other. Mailbox turnout construction was omitted from the original plans. 2I: Differing Site Conditions. Additional safety needs (unforeseeable). FM 619 needed to be reconstructed an additional 100 LF beyond the original plan limits to provide safer sight distance at the intersection with US 79.

Change Order Number	Approved	Cost This CO	Total COs
09	6/23/2010	75,147.83	-370,008.62

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.

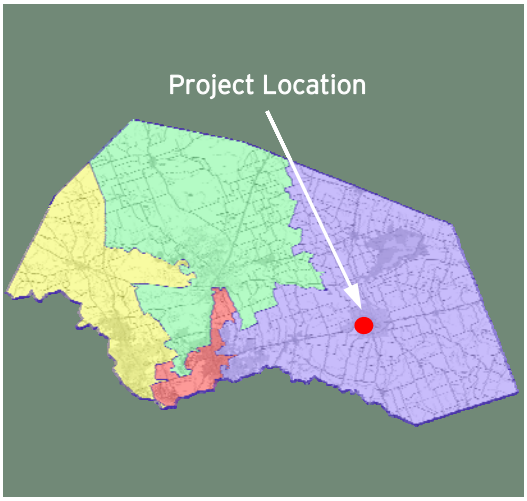
Change Order Number	Approved	Cost This CO	Total COs
10	8/23/2010	6,967.32	-363,041.30

2J: Differing Site Conditions (unforeseeable). Other. Additional work required to repair a drilled shaft which was damaged by an errant driver.

Change Order Number	Approved	Cost This CO	Total COs
11	9/16/2010	54,792.33	-308,248.97

2F: Differing Site Conditions (unforseeable). Site conditions altered by an act of nature. Adding concrete riprap to prevent erosion of ditches. 3L: County Convenience. Revising safety work/measures desired by the County. An existing overhead sign was relocated during Phase 2 construction. 1B: Design Error or Omission. Other. TxDOT requested repairs to existing culvert headwalls which were not included in the PS&E.

Adjusted Price = $19,713,444.95



BUSINESS 79 DRAINAGE IMPROVEMENTS

Project Description: Drainage improvements consisting of culverts, channel grading, and drainage structures

Project Schedule: April 2010 - March 2011
Estimated Construction Cost: $4.5 Million

OCTOBER 2010 IN REVIEW

10/08/10: Subcontractor Bryant & Frey received the remainder of the material needed to resume work on Culvert Crossing 1 next week.

10/15/2010: Bryant & Frey mobilized and re-dug the bore pit to the Creek Crossing 1 and is scheduled to begin hand digging operations on Monday, 10/18/2010.

10/22/2010: Bryant & Frey has resumed hand digging operations on Barrel 5 of Creek Crossing 1. This week, the contractor was able to excavate 20 LF into the 91 LF long tunnel.

10/29/2010: Bryant & Frey continues hand digging and pumping grout for Barrel 5 of Creek Crossing 1. At the end of this week, the contractor completed 40 LF into the 91 LF long tunnel.

Design Engineer: Halff Associates
Contractor: Austin Engineering
Construction Observation:
Ryan Rivera, HNTB Corporation
Dennis Kleppe, City of Taylor

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Business 79 Drainage Improvements
Project No. 09WC712

Original Contract Price = $3,735,873.35

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
11/19/2009	12/15/2009	3/26/2010	4/7/2010	3/6/2011		304	30	334

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/7/2010	4/30/2010	24	$153,536.40	$153,536.40	$17,059.60	$17,059.60	4	8
2	5/1/2010	5/31/2010	31	$315,654.07	$469,190.47	$35,072.67	$52,132.27	14	18
3	6/1/2010	6/30/2010	30	$446,515.20	$915,705.67	$49,612.80	$101,745.07	27	28
4	7/1/2010	7/31/2010	31	$516,644.68	$1,432,350.35	$57,404.97	$159,150.04	42	38
5	8/1/2010	8/31/2010	31	$129,021.10	$1,561,371.45	$14,335.68	$173,485.72	46	40
6	9/1/2010	9/30/2010	30	$20,700.00	$1,582,071.45	$2,300.00	$175,785.72	39	53
7	10/1/2010	10/31/2010	31	$198,775.56	$1,780,847.01	$22,989.84	$198,775.56	44	62

Change Order Number	Approved	Cost This CO	Total COs
01	8/13/2010	26,034.75	26,034.75

2I: Differing Site Conditions. Additional safety needs (unforeseeable). 4B. Third Party Accommodation. Third party requested work. To address Union Pacific Railroad's safety concerns for their employees, the Line F bore was required to be lengthened under the UPRR rail yard service road and water barriers were added as additional safety devices. When the bore was lengthened, the run of 8x5 boxes was shortened and the quantity of trench protection required was decreased.

Change Order Number	Approved	Cost This CO	Total COs
02	8/31/2010	41,083.24	67,117.99

4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested additional work (see attached) to be added the contract. This additional work will be paid for by the City of Taylor as part of the ILA with Williamson County. Thirty (30) days were added to the Contract.

Change Order Number	Approved	Cost This CO	Total COs
03	9/8/2010	20,005.78	87,123.77

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). Due to debris found during the Line F bore causing an adjustment in alignment of the second run of pipe, the contractor will have to install two 60" RCP bends to realign the pipe outside the limits of the bore to meet the original design. In addition, Junction Box F-2 must be widened to accommodate the realigned pipe. 2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). The contractor had to core into the proposed Line F drainage culvert in order to connect an additional existing drainage pipe. 4B: Third Party Accommodation. Third party requested work. Extra asphalt was placed along Sturgis in order to repair the entire width instead of leaving a 5' wide stretch of old asphalt along the whole length of Sturgis Street.

Change Order Number	Approved	Cost This CO	Total COs
04	9/9/2010	667,610.00	754,733.77

2E. Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). Due to settlement issues of the railroad ballast caused by boring through debris encountered during the Line F bore and the trestle bridge bent encountered during the first Culvert #1 bore, Union Pacific Railroad suspended the boring operations under the railroad tracks. This change order compensates the contractor for additional work to purchase and install tunnel liner plates, to add grout between the liner plates and the RCP, and for daily grouting between the liner plates and the exposed earth (as opposed to grouting the whole line once the bore was completed).

Adjusted Price = $4,490,607.12

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

Original Contract Price = $5,649,034.60

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/1/2009	10/31/2009	31	$78,713.10	$78,713.10	$8,745.90	$8,745.90	2	8
2	11/1/2009	11/30/2009	30	$82,998.00	$161,711.10	$9,222.00	$17,967.90	3	17
3	12/1/2010	12/31/2010	31	$844,282.66	$1,005,993.76	$93,809.18	$111,777.08	20	25
4	1/1/2010	1/31/2010	31	$208,681.20	$1,214,674.96	$23,186.80	$134,963.88	24	34
5	2/1/2010	2/28/2010	28	$293,546.88	$1,508,221.84	$32,616.32	$167,580.20	30	41
6	3/1/2010	3/31/2010	31	$418,017.69	$1,926,239.53	$46,446.41	$214,026.61	28	50
7	4/1/2010	4/30/2010	30	$439,833.24	$2,366,072.77	$48,870.36	$262,896.97	47	58
8	5/1/2010	5/31/2010	31	$718,109.87	$3,084,182.64	$79,789.99	$342,686.96	61	67
8A	5/31/2010	5/31/2010	0	$171,386.23	$3,255,568.87	-$171,341.23	$171,345.73	61	67
9	6/1/2010	6/30/2010	30	$251,031.73	$3,506,600.60	$13,212.20	$184,557.93	66	75
10	7/1/2010	7/31/2010	31	$221,050.23	$3,727,650.83	$11,634.22	$196,192.15	70	83
11	8/1/2010	8/31/2010	31	$555,139.92	$4,282,790.75	$29,217.89	$225,410.04	80	92

10/29/2010 Comments - Ribbon Cutting Ceremony was held on 10/1/2010. Chasco continues to work on punchlist items.

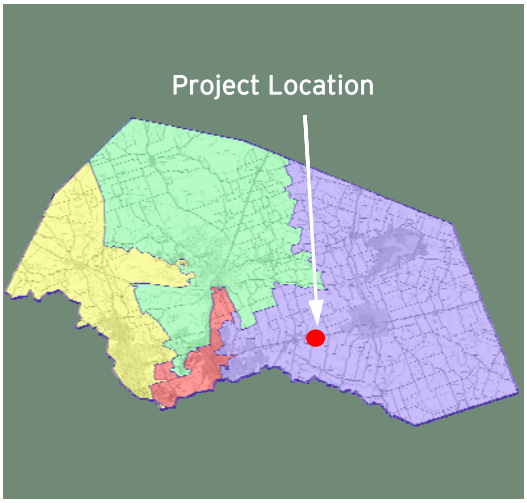
Change Order Number	Approved	Cost This CO	Total COs
01	9/28/2010	-44,128.25	-44,128.25

3C: County Convenience. Implementation of a Value Engineering finding. The decision was made to restructure the size of drainage channel by installing new cross culverts to eliminate a large section of concrete riprap. Also, through the utilization of precast box culverts in lieu of cast-in-place boxes and installing the boxes under traffic with appropriate traffic controls, the Contractor will be able to eliminate the road closure and detour for CR 366 on the north end of project designated to occur in Phase II construction. 3F: County Convenience. Additional work desired by the County. The County is obligated to furnish two driveways on the Walther property and a pipe encasement crossing the new ROW on the Wolbrueck property in accordance with the ROW agreements. 2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). Further testing of subgrade material indicated a need to increase lime treatment from 6% to 8%.

Change Order Number	Approved	Cost This CO	Total COs
02	10/25/2010	900.00	-43,228.25

3F: County Convenience. Additional work desired by the County. Williamson County has requested additional Bermuda seed be added to the contract seeding mix to achieve sufficient vegetative coverage throughout the project.

Adjusted Price = $5,605,806.35



US 79 SECTION 3
(East of FM 1660 to CR 402)

Project Length: 3.4 Miles
Roadway Classification: Rural/Suburban Arterial
Roadway Section: 4-Lane Divided

Project Schedule: September 2010 - December 2011
Estimated Construction Cost: $11.5 Million

OCTOBER 2010 IN REVIEW

10/08/10: Subcontractor DNT Construction continues stripping & stockpiling topsoil, demolishing existing structures, and grading for culvert work at CR 101. The contractor has also excavated for the realigned CR 101 tie in at US 79.

10/15/2010: DNT has begun excavation and embankment operations on the westbound lanes at the east end of the project. Concrete subcontractor Greater Austin began forming for the footing and floor of Culvert D.

10/22/2010: DNT continues excavation and embankment operations on the westbound lanes at the east end of the project. Greater Austin poured the footing and floor of Culvert D and began forming for the walls.

10/29/2010: DNT continues excavation and embankment operations on the proposed westbound lanes from the east end of the project to CR 136. Greater Austin poured the first two sections of walls on Culvert D this week and will complete the final section next week. A DNT utility crew has mobilized and begun driveway pipe installation from CR 136 to the east end of the project.

Design Engineer: Klotz
Contractor: JD Ramming
Construction Inspection: Raba Kistner

Williamson County
Pass Through Financing Program

HNTB

PRIME STRATEGIES, INC.

PASS THROUGH FINANCING: US 79 Section 3 (East of FM 1660 to CR 402)
Project No. 10WC817 TxDOT CSJ: 0204-02-027 Original Contract Price = $11,500,547.03

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	Days Added	Total Days
6/30/2010	7/30/2010	9/13/2010	9/27/2010	12/2011			455	319	774

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	9/15/2010	9/30/2010	2	$95,914.20	$95,914.20	1	0
2	10/1/2010	10/31/2010	31	$715,593.21	$811,507.41	7	4

Change Order Number	Approved	Cost This CO	Total COs
01	8/25/2010	0.00	0.00

1A. Design Error or Omission. Incorrect PS&E. In the release of Addendum #3, the Engineer inadvertently added a bid item back in for Vegetative Watering, which had been changed to be a subsidiary cost in Addendum #2. This change order deletes the Vegetative Watering bid item and moves that cost to mobilization.

Adjusted Price = $11,500,547.03

US 79 Section 5A Change Order No 12
Commissioners Court - Regular Session

Date: 11/16/2010
Submitted By: Tiffany Mcconnell, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving Change Order No. 12 in the amount of $230,946.86 for US 79, Section 5A, a Pass Through Financing Project in Precinct 4.

Background

Upon analyzing the proposed pavement grades of the eastbound (EB) lanes, it was determined that the original plans did not provide adequate quantities to maintain a minimum depth of 1.5” for the Type B level-up asphalt. The necessary additional quantities are included in this change order.

In addition, this change order recognizes a cost savings to the County by replacing the Stone-Matrix Asphalt (SMA) pavement with a Permeable Friction Course (PFC) pavement. The PFC pavement provides a safer ride for motorists since it is a more porous pavement which allows for infiltration of storm water thus reducing the amount of water on the roadway surface. This reduction of surface water reduces the amount of spray from vehicle tires during rain events, which in turn improves wet weather visibility. TxDOT prefers this type of riding surface and has approved this substitution. The new items needed to implement this change are shown below.

Also, there were several locations where it was impractical to construct the lime treated subgrade as shown on the plans. The contractor proposed and TxDOT approved adding additional flexible base material and/or using asphalt millings mixed into the subgrade in lieu of the lime. This change order accounts for the additional flex base that was used, as well as the additional cost savings due to the lime which was not needed.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: US 79 Section 5A CO 12

Form Routing/Status

Form Started By: Tiffany Mcconnell
Started On: 11/09/2010 03:55 PM
Final Approval Date: 11/09/2010

Received
OCT 14 2010

Received
NOV 3 2010
HNTB Corporation
Round Rock

Hulitt Zollars, Inc.
OCT 14 2010 7:28 AM

RECEIVED
OCT 29 2010
BY: PST

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 12

HNTB Corporation
Round Rock

1. CONTRACTOR: Hunter Industries, LTD

2. Change Order Work Limits: Sta. 1052+00 to Sta. 1375+00

3. Type of Change(on federal-aid non-exempt projects): Major (Major/Minor)

4. Reasons: 1B, 3H, 5B (3 Max. - In order of importance - Primary first)

Project:	*08WC619*
Roadway:	*US 79 Section 5A*
CSJ Number:	*0204-04-040*

5. Describe the work being revised:

1B: Design Error or Omission. Other. The original plans did not include adequate quantities for the Type B level-up asphalt. **3H: County Convenience. Cost savings opportunity discovered during construction.** This change order replaces the Stone-Matrix Asphalt (SMA) pavement with a Permeable Friction Course (PFC) pavement, which creates a cost savings to the project. The PFC increases visibility during wet weather by reducing the amount of water on the roadway surface. **5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work.** The contractor requested to use additional flex base in lieu of lime stabilized subgrade on certain areas of the project, which created a cost savings to the project.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 10/13/10

By Bruce Bayless P.E.

Typed/Printed Name Bruce Bayless

Typed/Printed Title Engineer

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: $230,946.86

For TxDOT use only:

Days FHWA non-participating: _____

CO portion FHWA non-participating: _____

CO portion financed by 3rd party funding: _____

RECOMMENDED FOR EXECUTION:

James D Kyle P.E. 10/19/10

Project Manager
Construction Observer — Date

N/A

Design Engineer Signature & Seal — Date

11/4/10 10/29/2010

Program Manager — Date

APPROVED:

County Judge — Date

Reviewed and **APPROVED** for State Participation:

Texas Department of Transportation — Date

Print Name

APPROVED:

Federal Highway Administration — Date

Print Name

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 12 *Project # 08WC619*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
247-2044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	CY	$28.12	90,732.00	$2,551,383.84	3,910.77	94,642.77	$2,661,354.69	$109,970.85
260-2027	LIME TRT (EXST MATL)(8")	SY	$1.25	210,172.00	$262,715.00	(51,147.12)	159,024.88	$198,781.10	($63,933.90)
260-2033	LIME (HYD OR COM)(SLURRY) OR QK (DRY)	TON	$126.00	5,046.00	$635,796.00	(1,960.77)	3,085.23	$388,738.98	($247,057.02)
316-2005	ASPH (AC-15P)	GAL	$3.57	0.00	$0.00	88,303.00	88,303.00	$315,241.71	$315,241.71
316-2190	AGGR (TY-D GR-4 SAC-B)	CY	$51.02	0.00	$0.00	2,100.00	2,100.00	$107,142.00	$107,142.00
340-2011	D-GR HMA(METH) TY-B PG64-22	TON	$70.02	11,430.00	$800,328.60	19,570.30	31,000.30	$2,170,641.01	$1,370,312.41
341-2011	D-GR HMA(QCQA) TY-B PG64-22	TON	$70.02	42,911.00	$3,004,628.22	(8,574.51)	34,336.49	$2,404,241.03	($600,387.19)
342-2002	PFC (ASPHALT) PG76-22	TON	$58.85	0.00	$0.00	1,591.00	1,591.00	$93,630.35	$93,630.35
342-2006	PFC (AGGREGATE) (PG76 MIX) SAC-A	TON	$58.85	0.00	$0.00	24,072.00	24,072.00	$1,416,637.20	$1,416,637.20
346-2002	STONE-MTRX-ASPH SMA-C SAC-A PG76-22	TON	$58.85	43,104.00	2,536,670.40	(43,104.00)	0.00	$0.00	($2,536,670.40)
9341-2050	D-GR HMA(QCQA) TY-C PG70-22 (THRALL)	TON	$58.85	0.00	$0.00	4,521.00	4,521.00	$266,060.85	$266,060.85
TOTALS					$9,791,522.06			$10,022,468.92	$230,946.86

Williamson County Pass Through Financing

US 79, Section 5A
Williamson County Project No. 08WC619

Change Order No. 12

Reason for Change

Upon analyzing the proposed pavement grades of the eastbound (EB) lanes, it was determined that the original plans did not provide adequate quantities to maintain a minimum depth of 1.5" for the Type B level-up asphalt. The necessary additional quantities are included in this change order.

In addition, this change order recognizes a cost savings to the County by replacing the Stone-Matrix Asphalt (SMA) pavement with a Permeable Friction Course (PFC) pavement. The PFC pavement provides a safer ride for motorists since it is a more porous pavement which allows for infiltration of storm water thus reducing the amount of water on the roadway surface. This reduction of surface water reduces the amount of spray from vehicle tires during rain events, which in turn improves wet weather visibility. TxDOT prefers this type of riding surface and has approved this substitution. The new items needed to implement this change are shown below.

Also, there were several locations where it was impractical to construct the lime treated subgrade as shown on the plans. The contractor proposed and TxDOT approved adding additional flexible base material and/or using asphalt millings mixed into the subgrade in lieu of the lime. This change order accounts for the additional flex base that was used, as well as the additional cost savings due to the lime which was not needed.

Following is a summary of the new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
316-2005	ASPH (AC-15P)	88,303	GAL
316-2190	AGGR (TY-D GR-4 SAC-B)	2,100	CY
342-2002	PFC (ASPHALT) PG76-22	1,591	TON
342-2006	PFC (AGGREGATE) (PG76 MIX) SAC-A	24,072	TON
9341-2050	D-GR HMA(QCQA) TY-C PG70-22 (THRALL)	4,521	TON

This Change Order results in a net increase of $230,946.86 to the Contract amount, for an adjusted total Contract amount of $19,944,391.81. The original Contract amount was $20,021,693.92. As a result of this and all Change Orders to date, $77,302.11 has been deducted from the Contract, resulting in a 0.39% net decrease in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Huitt~Zollars, Inc.
Kenneth L. 'Zeke' Zieschang, P.E.

US 79 - Section 5A

PFC Price Comparison

Change Order #12

8/19/2010

Hunter Pricing

Hunter Industries agreed to place the PFC asphalt at the same price as they bid the SMA.

PFC = SMA = $58.85/TN

Statewide Bid Average

		Quantity		AVG Bid		
ITEM 342-2002 PFC (ASPHALT) PG76-22		12,249.96 TN	@	$318.54	=	$3,902,102.26
ITEM 342-2006 PFC (AGGREGATE) (PG76 MIX) SAC-A		177,097.66 TN	@	$66.62	=	$11,798,246.11
	TOTALS	189,347.62 TN				$15,700,348.37

$$\frac{\$15,700,348.37}{189,347.62} = \$82.92 \text{ /TN}$$

Final surface paving through Thrall

Since PFC asphalt cannot be placed adjacent to curb inlets due to drainage concerns, TxDOT agreed to place TY C asphalt as the final driving surface through Thrall. Hunter agreed to place this TY C asphalt at the same price as the PFC asphalt.

PFC = ITEM 9341-2050 D-GR HMA(QCQA) TY-C PG70-22 (THRALL) = $58.85/TN

Original contract price for TY C asphalt:

ITEM 341-2050 D-GR HMA(QCQA) TY-C PG70-22 = $80.52/TN

Zieschang, Zeke

From: Danny Reininger [danny@hunterind.com]
Sent: Monday, June 07, 2010 3:24 PM
To: Kessler, Kenneth
Cc: Zieschang, Zeke; Gary Tackert; Carter Stone; Bruce Bayless
Subject: RE: PFC Unit prices

Follow Up Flag: Follow up
Flag Status: Flagged

Kenneth,

The prices requested below are as follows:

Item 316-2005 ASPH (AC-15P) = $3.57 / GAL.
Item 316-2190 AGGR (TY-D GR-4 SAC-B) = $51.02 / CY
Item 342-2002 PFC (ASPH) PG 76-22 = $58.85 / TON
Item 342-2006 PFC (AGGREGATE) (PG76 MIX) SAC-A = $58.85 / TON

If there are any questions, please call.

Thanks You.
Danny

From: Kessler, Kenneth [mailto:kkessler@Huitt-Zollars.com]
Sent: Thursday, May 27, 2010 12:34 PM
To: Gary Tackert
Cc: Zieschang, Zeke; Danny Reininger
Subject: PFC Unit prices

Gary,

As discussed at the weekly progress meeting TxDOT has approved the substitution of SMA with PFC. The following are the rates that were discussed at the weekly progress meeting that need to be used for pricing. Also, please provide unit prices for the items specified on the attached spreadsheet.

Item 342 – PFC

2" of PFC with 76-22 Binder and SAC-A Aggregate

See Attached Spreadsheet for Bid Items and Units

Item 316 - Surface Treatments (will include Unit Prices for Asphalt and Aggregate as specified on the attached spreadsheet)

Unit Price for: Either Grade 4 or Grade 5 aggregate may be used ; See Attached Spreadsheet for Bid Items and Units

RATES:

Grade 4 – 1 CY /115 SY of Aggregate, AC-15P oil at .32 gals/SY

Grade 5 – 1 CY /165 SY of Aggregate, AC-15P oil at .28 gals/SY

Please call with any questions or comments. Thank you.

Shorty Kessler
Lead Field Inspector
P.O. Box 369
Thrall, TX 76578

Cell -- 512.844.5736
Off -- 512.898.2791
Fax -- 512.898-2913
kkessler@huitt-zollars.com

US 79 - Section 5A

PFC Price Comparison

Change Order #12

8/19/2010

Hunter Pricing

Hunter Industries agreed to place the PFC asphalt at the same price as they bid the SMA.

PFC = SMA = $58.85/TN

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		Quantity		AVG Bid		
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ITEM 342-2006 PFC (AGGREGATE) (PG76 MIX) SAC-A		177,097.66 TN	@	$66.62	=	$11,798,246.11
	TOTALS	189,347.62 TN				$15,700,348.37

$$\frac{\$15,700,348.37}{189,347.62} = \$82.92 \text{ /TN}$$

Final surface paving through Thrall

Since PFC asphalt cannot be placed adjacent to curb inlets due to drainage concerns, TxDOT agreed to place TY C asphalt as the final driving surface through Thrall. Hunter agreed to place this TY C asphalt at the same price as the PFC asphalt.

PFC = ITEM 9341-2050 D-GR HMA(QCQA) TY-C PG70-22 (THRALL) = $58.85/TN

Original contract price for TY C asphalt:

ITEM 341-2050 D-GR HMA(QCQA) TY-C PG70-22 = $80.52/TN

310 2021	PRIME COAT (MC - 30, AE - P OR SS - 1)	GAL			13,337.000	3.50000	1
310 2022	PRIME COAT (MS - 2 OR SS - 1)	GAL			7,710.000	3.98567	2
314 2001	EMULS ASPH (BS OR SUBGR TRT) (SS - 1)	GAL			31,837.000	3.04189	2
314 2004	EMULS ASPH (BS OR SUBGR TRT) (CSS - 1H)	GAL			20,441.000	3.14000	1
314 2008	EMULS ASPH (BS - SUBGR TRT) (SS - OR CSS - 1H	GAL	9,484.000	2.40000	57,734.000	2.43027	8
314 2009	EMULS ASPH (BS - SUBGR TRT) (SS - 1 OR MS - 2)	GAL	4,140.000	4.27000	88,435.000	3.64797	6
314 2010	EMULS ASPH (EROSN CONT) (SS - 1)	GAL			12,310.000	2.75046	7
314 2013	EMULS ASPH (EROSN CONT) (CSS - 1H)	GAL			2,803.000	2.40000	1
314 2014	EMULS ASPH (EROSN CONT) (MS - 2)	GAL			164.000	7.35000	1
314 2018	EMULS ASPH (PRIME) (AE - P)	GAL			58,326.000	2.29161	2
314 2022	EMULS ASPH (EROSN CONT) (MS - 2 OR SS - 1)	GAL			44,059.000	3.32348	5
314 2025	EMULSASPH (BS OR SUBGRTRT) MS - 2 OR CSS - 1	GAL			1,104.000	3.00000	1
314 2030	EMULS ASPH TREAT (PRIME COAT) (CSS - 1H)	GAL			841.000	4.00000	1
315 2004	FOG SEAL (CSS - 1H)	GAL			27,475.000	1.61424	2
315 2005	FOG SEAL (SS - 1 OR CSS - 1)	GAL	4,140.000	3.62000	4,140.000	3.62000	1
315 2010	FOG SEAL (TRMSS)	GAL	74.000	25.00000	135,915.000	3.92783	5
316 2001	ASPH (AC - 5)	GAL			13,748.000	3.01489	2
316 2002	ASPH (AC - 10)	GAL			973,777.000	2.46254	9
316 2004	ASPH (AC - 10 W / 2% SBR)	GAL			10,105.000	2.65000	1
316 2005	ASPH (AC - 15P)	GAL			810,895.980	3.48403	14
316 2006	ASPH (AC - 20 - 5TR)	GAL	153,418.000	3.53955	6,528,361.360	2.94841	47
316 2008	ASPH (HFRS - 2P)	GAL			20,900.000	3.21344	3
316 2010	ASPH (CRS - 2)	GAL	686.630	3.00000	746,861.630	2.65790	30
316 2011	ASPH (CRS - 2P)	GAL			69,923.980	3.81546	6
316 2014	ASPH (CRS - 1P)	GAL			307,641.000	1.91493	2
316 2015	ASPH (RC - 250)	GAL	15,613.000	3.55000	277,464.000	3.34384	25
316 2020	ASPH (AC - 5 OR AC - 10)	GAL			7,782.000	2.41000	1
316 2025	ASPH (CRS - 2P OR CRS - 1P)	GAL	109,566.000	3.05618	389,809.000	3.00350	8
316 2027	ASPH (CRS - 2 OR CRS - 2H)	GAL			142,356.000	2.93144	5
316 2028	ASPH (AC - 5 OR 10, CRS / HFRS - 2, RS / CRS - 1P)	GAL			2,092.000	3.75000	1
316 2029	ASPH (AC - 15P OR AC -	GAL			4,344,271.000	2.63513	10

316 2028	ASPH (AC - 5 OR 10, CRS / HFRS - 2, RS / CRS - 1P)	GAL	22,696.110	4.00000	22,696.110	4.00000	1
316 2029	ASPH (AC - 15P OR AC - 20 - 5TR)	GAL	76,771.580	3.00000	4,418,422.580	2.65547	11
316 2036	ASPH (AC - 15P)	TON			3,225.667	636.16410	2
316 2037	ASPH (AC - 20 - 5TR)	TON			24,179.650	666.35940	14
316 2042	ASPH (CRS - 2P)	TON			5,980.790	640.01514	4
316 2051	ASPH (AC - 5 OR AC - 10)	TON			9.740	1,150.00000	1
316 2058	ASPH (CRS - 2 OR CRS - 2H)	TON			7,662.400	473.65000	1
316 2074	AGGR (TY - B GR - 3 SAC - A)	CY	25.000	98.69000	2,166.000	38.71954	3
316 2076	AGGR (TY - B GR - 4 SAC - A)	CY			7,237.000	52.65612	6
316 2078	AGGR (TY - B GR - 5 SAC - A)	CY			3,060.000	47.58651	2
316 2092	AGGR (TY - D GR - 4 SAC - A)	CY	499.000	41.80000	499.000	41.80000	1
316 2123	AGGR (TY - PB GR - 3 SAC - A)	CY			29,462.667	56.69117	5
316 2125	AGGR (TY - PB GR - 4 SAC - A)	CY			8,765.000	66.14228	6
316 2156	AGGR (TY - PL GR - 3LW SAC - A)	CY			17,867.000	65.29802	4
316 2164	AGGR (TY - A GR - 3 SAC - B)	CY			151.000	55.00000	1
316 2172	AGGR (TY - B GR - 3 SAC - B)	CY	1,572.000	67.92048	6,130.000	61.23116	13
316 2173	AGGR (TY - B GR - 4S SAC - B)	CY			310.000	63.25000	1
316 2174	AGGR (TY - B GR - 4 SAC - B)	CY	2,093.700	56.24986	32,492.190	49.57880	32
316 2176	AGGR (TY - B GR - 5 SAC - B)	CY	3,201.280	80.17637	6,164.480	61.97492	10
316 2190	AGGR (TY - D GR - 4 SAC - B)	CY			5,546.200	49.87598	13
316 2192	AGGR (TY - D GR - 5 SAC - B)	CY	2,369.000	50.40819	4,035.000	49.67565	8
316 2199	AGGR (TY - E GR - 4 SAC - B)	CY			1,332.000	60.00000	1
316 2201	AGGR (TY - E GR - 5 SAC - B)	CY	83.000	100.00000	1,742.540	61.97952	6
316 2207	AGGR (TY - L GR - 4 SAC - B)	CY			40.000	56.20000	1
316 2219	AGGR (TY - PB GR - 2 SAC - B)	CY			719.000	76.00000	1
316 2220	AGGR (TY - PB GR - 3S SAC - B)	CY	210.000	125.00000	210.000	125.00000	1
316 2221	AGGR (TY - PB GR - 3 SAC - B)	CY	500.280	72.53578	92,561.280	50.83074	27

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	PG70 - 28						
341 2207	D - GR HMA (QCQA) TY - F SAC - A PG76 - 22	TON			1,934.000	80.00000	1
341 2238	D - GR HMA (QCQA) TY - B PG70 - 28	TON			52,147.000	82.38963	2
341 2241	D - GR HMA (QCQA) TY - C SAC - B PG70 - 22S	TON			3,855.000	51.75000	1
341 2243	D - GR HMA (QCQA) TY - B SAC - B PG76 - 22	TON			122,274.000	53.59779	6
341 2245	D - GR HMA (QCQA) TY - B PG64 - 22	TON			6,862.000	52.00000	1
341 2251	D - GR HMA (QCQA) TY - C PG76 - 22 (LEVEL - UP)	TON			1,108.000	63.93000	1
341 2252	D - GR HMA (QCQA) TY - D PG64 - 22 (LEVEL - UP)	TON	12,385.000	52.10125	91,289.900	52.98877	17
341 2253	D - GR HMA (QCQA) TY - C PG64 - 22 (LEVEL UP)	TON			5,253.000	56.00000	1
341 2254	D - GR HMA (QCQA) TY - D PG 70 - 22 (LEVEL - UP	TON	1,336.000	84.25000	21,522.000	55.60846	6
341 2256	D - GR HMA (QCQA) TY - C PG70 - 22 (LEVEL - UP)	TON			576.000	61.46314	2
341 2257	D - GR HMA (QCQA) TY - B PG76 - 22	TON			38,282.000	55.22000	1
341 2260	D - GR HMA (QCQA) TY - B SAC - B PG64 - 22	TON			197,210.000	78.67531	6
341 2265	D - GR HMA (QCQA) TY - B PG64 - 22 (LEVEL - UP)	TON			4,623.000	52.80000	1
342 2002	PFC (ASPHALT) PG76 - 22	TON	516.000	88.00000	12,249.960	318.54000	20
342 2005	PFC (ASPHALT) A - R - BNDR	TON	1,425.000	698.00000	2,425.000	667.89691	2
342 2006	PFC (AGGREGATE) (PG76 MIX) SAC - A	TON	25,098.000	60.52534	177,097.660	66.61557	22
342 2007	PFC (AGGREGATE) (A - R MIX) SAC - A	TON			11,222.000	40.00000	1
342 2008	PFC (AGGREGATE) (PG76 MIX) SAC - B	TON			37,149.000	57.21927	3
342 2012	PFC (ASPHALT) PG 76 - 22 TR	TON			2,416.000	528.17334	4
344 2011	PRF - DSGN - MX SP - B PG64 - 22	TON			17,962.000	61.15132	4
344 2048	PRF - DSGN - MX SP - C SAC - B PG70 - 22	TON	11,925.000	72.00000	35,118.000	73.35261	4
344 2050	PRF - DSGN - MX SP - C PG70 - 22	TON			26,641.000	74.29721	2
344 2063	PRF - DSGN - MX SP - C SAC - A PG76 - 22	TON			38,770.350	59.00000	1
344 2120	PRF - DSGN - MX SP - D SAC - B PG70 - 22	TON	4,229.000	65.00000	84,241.000	70.00953	10
344 2122	PRF - DSGN - MX SP - D PG70 - 22	TON			22,295.000	62.00000	1
344 2176	PRF - DSGN - MX SP - D - RBL PG64 - 22	TON			20,499.000	69.66573	2
344 2181	PRF - DSGN - MX SP - D - RBL PG70 - 28	TON			4,343.000	86.30000	1
344 2184	PRF - DSGN - MX SP - D -	TON			8,983.710	64.00000	1

K Friese & Associates CR 101 (US 79 to Chandler Rd.) PSA
Commissioners Court - Regular Session

Date: 11/16/2010
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Contract Oversight:
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving K Friese & Associates, Inc. Professional Service Agreement (PSA) for CR 101 (US 79 to Chandler Rd.) Road Bond Program project.

Background

This is the same contract/Professional Service Agreement (PSA) that appeared on the March 30, 2010 Commissioners Court Agenda and was pulled. No changes have been made to the document.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Link: CR 101 K Friese PSA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	11/10/2010 09:49 AM	APRV
2	Jim Gilger	Jim Gilger	11/10/2010 10:22 AM	APRV
3	County Judge Exec Asst.	Wendy Coco	11/10/2010 01:32 PM	APRV

Form Started By: Marie Walters — Started On: 11/09/2010 03:19 PM

Final Approval Date: 11/10/2010

Contract No. CR 101 (US 79 to Chandler Rd.)

RECEIVED
MAR 15 2010
BY: PSI

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:_____
- ☐ Contractors Qualification Statement – Appendix B pre-qualified - interview/selection process
- ☐ Insurance
  - ○ Worker's Compensation
  - ○ Commercial General Liability Insurance
  - ○ Automobile Liability Insurance
  - ○ Professional Liability Errors and Omissions Insurance
  - ○ Self Insurance Documentation
  - ○ Insurance Certificates for Subcontractors and/or Sub-consultants
  - ○ Approval of Insurance by County

Course of Work

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

Notices (as applicable)

Contract No. _____

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

Documentation for Payment

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

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Professional Services Agreement (**the "Agreement"**) is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (***the "County"***) and K Friese & Associates, Inc. (***the "Engineer"***).

WHEREAS, ***County*** proposes to construct a 3.6-mile roadway widening project for County Road 101:

WHEREAS, ***County*** desires to obtain professional services for engineering design, plans, specifications and estimates (***the "Project"***);

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

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

Section I
Employment of the Engineer

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

Section II
Basic Services of the Engineer

A. In consideration of the compensation herein provided, ***Engineer*** shall perform professional engineering services for the ***Project***, which are acceptable to the ***County Judge***, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. ***Engineer*** shall also serve as ***County's*** professional engineer in those phases of the ***Project*** to which this Agreement applies and will consult with and give advice to ***County*** during the performance of ***Engineer's*** services.

B. ***Engineer*** shall not commence work until ***Engineer*** has been thoroughly briefed on the scope of the ***Project*** and has been notified in writing by the ***County Judge*** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

C. ***County*** shall provide ***Engineer*** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular ***Project*** at no cost to ***Engineer***; however, any and all such information shall remain the property of ***County*** and shall be returned, if the ***County Judge*** so instructs ***Engineer***.

D. ***Engineer*** shall perform the following Basic Scope of Services:

1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the ***Project***, including any Public Hearings, satisfactory to the ***County Judge*** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

2. The following documents shall be used in the development of the ***Project***:

   a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
   b. Texas Department of Transportation Construction Manual, latest edition
   c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
   d. National Environmental Policy Act (NEPA)
   e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
   f. Americans with Disabilities Act (ADA) Regulations
   g. U.S. Army Corps Regulations
   h. Southern Building Code, latest edition
   i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
   j. National Electrical Code, latest edition
   k. Williamson County Design Criteria & Project Development Manual, latest edition
   l. TxDOT Bridge Division Foundation Manual, latest edition

3. Design Criteria Order of Precedence: Design Criteria for the ***Project*** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.

4. As part of the Scope of Services, ***Engineer*** shall submit its work products to ***County*** for review at regular intervals.

5. The detailed Scope of Services for the ***Project*** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III
Fee schedule

A. For and in consideration of the performance by ***Engineer*** of the work described in the Scope of Services, ***County*** shall pay and ***Engineer*** shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by ***Engineer*** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.

B. For the performance of services not specifically described in the Scope of Services ***Engineer*** shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of ***Engineer's*** services as basic or additional services under this agreement, the decision of the ***County Judge*** shall be final and binding on ***Engineer***.

Section IV
Period of Service

A. ***Engineer*** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.

B. This Agreement shall become effective upon the date approved by ***County*** and will remain in full force and effect for the period required for the design, construction contract award and construction of the ***Project***, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. ***Engineer*** shall complete all design work as described in the Scope of Services within 365 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 SectionVI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages

H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V
Coordination with the County

A. The ***County Judge*** will act on behalf of ***County*** with respect to the work to be performed under this Agreement. The ***County Judge*** shall have complete authority to interpret and define ***County's*** policies and decisions with respect to ***Engineer's*** services. The ***County Judge*** may designate representatives to transmit instructions and receive information.

B. ***Engineer*** shall not commence work on any phase of the ***Project*** until a thorough briefing on the scope of the ***Project*** is received and a written Work Authorization is issued by the ***County Judge*** in substantially the form of Attachment A to Exhibit I.

C. ***Engineer*** shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that ***Engineer*** shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.

D. ***Engineer*** shall have the responsibility at all times under the terms of this Agreement to advise ***County*** whether in ***Engineer's*** judgment it is feasible to proceed with the recommendations given any constraints affecting the ***Project***.

E. ***Engineer*** shall cooperate and coordinate with ***County's*** staff, and other engineers and contractors as reasonable and necessary and as required by the ***County Judge***.

Section VI
Review of Work Product

A. ***Engineer's*** engineering work product will be reviewed by ***County*** under its applicable technical requirements and procedures.

B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by ***Engineer*** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product submitted to ***County*** shall be determined by ***County*** within thirty (30) days of such submittal and ***County*** shall notify ***Engineer*** in writing within such 30-day period if such work product has been found to be incomplete.

C. If the submission is complete, ***County*** shall notify ***Engineer*** and ***County's*** technical review process will begin.

D. If the submission is incomplete, ***County*** shall notify ***Engineer***, who shall perform such professional services as are required to complete the work and resubmit it to ***County***. This process shall be repeated until a submission is complete.

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

F. After acceptance, ***Engineer*** shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the ***County Judge***. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

G. After approval of final engineering work products, ***Engineer*** shall without additional compensation perform any work required as a result of ***Engineer's*** development of the products which is found to be in error or omission due to ***Engineer's*** negligence. However, any work required or occasioned for the convenience of ***County*** after approval of a final product shall be paid for as Additional Services.

H. In the event of any dispute over the classification of ***Engineer's*** work products as complete, accepted, or approved under this Agreement, the decision of the ***County Judge*** shall be final and binding on ***Engineer,*** subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII
Revision to Work Product

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

Section VIII
Engineer's Responsibility and Liability

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

B. ***Engineer*** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the ***County Judge*** regarding county permitting or similar requirements properly waivable by the ***County Judge***.

C. Acceptance and approval of the final plans by ***County*** shall not release ***Engineer*** of any

responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by ***County*** shall be an assumption of responsibility or liability by ***County*** for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by ***Engineer***.

D. **_ENGINEER_ SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS _COUNTY_, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF _ENGINEER_ OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, _ENGINEER_ SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**

E. ***Engineer's*** opinions of probable ***Project*** cost or construction cost represent ***Engineer's*** professional judgment as a design professional familiar with the construction industry, but ***Engineer*** does not guarantee that proposals, bids, or the construction cost, itself, will not vary from ***Engineer's*** opinions of probable cost.

F. ***Engineer*** shall perform all services and responsibilities required of ***Engineer*** under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.

G. ***Engineer*** represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that ***Engineer*** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of ***County***, to perform the services when and as required and without delays. It is understood that ***County*** will approve assignment and release of all key ***Engineer*** and professional personnel.

H. All employees of ***Engineer*** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of ***Engineer***, who in the opinion of ***County*** is incompetent or whose conduct becomes detrimental to the work or coordination with ***County***, shall upon ***County's*** and/or ***County Judge's*** request be immediately removed from association with the ***Project***.

I. ***Engineer*** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

J. ***Engineer*** shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to ***County***, as required by law.

K. ***Engineer*** is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of ***Engineer*** shall be classified as an employee of ***County***.

Section IX
Ownership of Documents

A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by ***Engineer*** are the property of ***County*** and upon completion of the work or termination of this Agreement or as otherwise instructed by ***County*** and/or ***County Judge,*** shall be delivered to ***County*** in an organized fashion with ***Engineer*** retaining a copy.

B. Any reuse by ***Engineer*** of any such documents described in subsection A above, without the specific written consent of ***County*** shall be at ***Engineer's*** sole risk and without liability or legal exposure to ***County***. Should ***Engineer*** be terminated, ***Engineer*** shall not be liable for ***County's*** use of partially completed designs, plans, or specifications on this ***Project*** or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by ***Engineer***, or Surveyor, as applicable, as specified by professional standards.

C. ***Engineer*** will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and ***County's*** respective engineers and contractors, without the specific written consent of ***Engineer***. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X
Maintenance of and Right of Access to Records

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

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

C. ***Engineer*** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that ***County*** shall, until the expiration of three (3) years

after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that ***County*** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. ***County*** shall give sub-consultant reasonable advance notice of intended audits.

D. ***Engineer*** and sub-consultant agree to photocopy such documents as may be requested by ***County***. ***County*** agrees to reimburse ***Engineer*** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI
Miscellaneous

A. ***Severability.*** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

B. ***Venue and Governing Law.*** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

C. ***Equal Opportunity in Employment. Engineer*** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.

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

(1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for ***Engineer***) to solicit or secure the work provided by the Agreement.

(2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.

(3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for ***Engineer***) any fee, contribution, donation, or

consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER:	K Friese & Associates, Inc. Karen Friese, P.E. – President 1120 S. Capital of Texas Hwy. The Setting II, Suite 100 Austin, Texas 78746
COUNTY:	Williamson County Judge Dan Gattis (or successor) 710 Main Street, Ste. 101 Georgetown, Texas 78626
with copy to:	Williamson County Attorney Jana Duty (or successor) 405 M.L.K. St., Box #7 Georgetown, Texas 78626 Attn: File No. _____
and to:	Prime Strategies, Inc. 1508 South Lamar Blvd. Austin, Texas 78704 Attn: Michael Weaver
and to:	HNTB 14 Galloping Road Round Rock, Texas 78681 Attn: James Klotz, P.E.
and to:	Williamson County Director of Infrastructure 3151 S.E. Inner Loop, Suite B Georgetown, Texas 78626 Attn: Robert B. Daigh, P.E.
and to:	_____ _____ _____

F. ***Insurance Requirements.*** ***Engineer*** agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.

G. ***Property Taxes.*** Notwithstanding anything to the contrary herein, to the extent ***County*** becomes aware that ***Engineer*** is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, ***Engineer*** hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, ***County*** shall not have an affirmative duty to determine if ***Engineer*** is delinquent in the payment of property taxes.

H. ***Successors and Assigns.*** This Agreement shall be binding upon and inure to the benefit of ***County*** and ***Engineer*** and their respective successors, executors, administrators, and assigns. Neither ***County*** nor ***Engineer*** may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

I. ***Bidding Exemption.*** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

J. ***Taxpayer Identification.*** ***Engineer*** shall provide to ***County Judge*** upon submittal of ***Engineer's*** initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.

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

L. ***Reports of Accidents.*** Within 24 hours after ***Engineer*** becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the ***Engineer***), whether or not it results from or involves any action or failure to act by the ***Engineer*** or any employee or agent of the ***Engineer*** and which arises in any manner from the performance of this Agreement, the ***Engineer*** shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The ***Engineer*** shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the ***Engineer***, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the

Engineer's performance of work under this Agreement.

M. ***Definition of Engineer.*** The term "***Engineer***" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

N. ***Gender, Number and Headings.*** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.

P. ***Entity Status.*** By my signature below, I certify that ***Engineer*** is a 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.

EXECUTED this_____ day of _____, 2010.

THE ENGINEER:

K Friese & Asssociates

BY:_____

Printed Name:_Karen A. Friese, P.E._____

Title:____President_____

WILLIAMSON COUNTY:

BY:_____

_____

Williamson County Judge

Reviewed as to Form By: _____

Assistant County Attorney

Funds Verified By: _____

County Contract Auditor

OK
MM 3/18/010

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

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

SECTION 1 - BASIS FOR COMPENSATION

1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of **$742,583.46**.

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 **$900,000.00**, 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.***

5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at www.wilco.org.

EXHIBIT II

HOURLY RATES

1. Principal.....	$185.00
2. Project Manager.....	$178.00
3. Senior Engineer.....	$178.00
4. Project Engineer	$128.00
5. EIT.....	$ 81.00
6. Sr. Engineering Technician.....	$ 91.00
7. Engineering Technician.....	$ 83.00
8. CADD Technician.....	$52.00
9. Administration/Clerical.....	$64.00

OK
3/18/2010

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ***Engineer*** for the work described in the Basic Scope of Services of the Agreement.

2. For the performance of work not described in the Basic Scope of Services of the Agreement, ***County*** shall pay and ***Engineer*** shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.

3. The performance of any additional services must be authorized in writing in advance by the ***County Judge***.

4. In the event of any dispute over the classification of ***Engineer's*** services as either basic or additional services, the decision of the ***County Judge*** shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

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

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

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for ***Engineer*** to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, ***Engineer*** shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, ***Engineer*** shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.

2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to ***County*** as a pre-condition to final payment.

3. Upon the above conditions being met, ***County*** shall pay ***Engineer*** for approved services actually performed under this Agreement, less previous payments.

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

Procedures for ***Engineer*** to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, ***Engineer*** shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to ***County***, but shall be retained by ***Engineer*** unless requested by ***County***.

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

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

1. In the event that ***Engineer*** exercises such right to terminate, within thirty (30) days after receipt by ***County*** of ***Engineer's*** Notice of Termination, ***Engineer*** shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to ***County*** as a pre-condition to final payment. Upon the above conditions being met, ***County*** shall pay ***Engineer*** for approved services actually performed under this Agreement, less previous payments.

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

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

A. ***Engineer*** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. ***Engineer*** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. ***Engineer*** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

B. ***Engineer*** will, in all solicitations or advertisements for employees placed by or on behalf of ***Engineer***, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. ***Engineer*** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of ***Engineer's*** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. ***Engineer*** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the ***Project***, ***Engineer*** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the ***County*** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.

E. ***Engineer*** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of ***Engineer's*** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and ***Engineer*** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

EXHIBIT VII

INSURANCE REQUIREMENTS

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

A. Worker's Compensation in accordance with statutory requirements.

B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000 per occurrence and $2,000,000 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $1,000,000 per occurrence and $1,000,000 in the aggregate. ***Engineer*** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

D. Professional Liability Errors and Omissions Insurance in the amount of $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 he has obtained all required insurance and such insurance or self-insurance has been approved by ***County***. ***Engineer*** shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by ***County*** shall not relieve or decrease the liability of ***Engineer*** hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. ***Engineer*** shall furnish ***County*** with a certification of coverage issued by the insurer. ***Engineer*** shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR 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.

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

Exhibit A – Services to be provided by County

The ***County*** will provide the following services:

I. Environmental Documentation – The County will be responsible for obtaining required Environmental Approval for construction; tasks will include:

A. USACE Jurisdictional Waters Delineation
B. Archaeological Investigations
C. Phase I Environmental Site Assessment
D. Threatened and Endangered Species Assessment

II. Pavement Thickness Recommendation – The County will provide KFA with a pavement design recommendation.

Exhibit B – Services to be provided by the Engineer

The ***Engineer*** will provide the following engineering services:

COUNTY ROAD 101

Project Limits: From SH 79 to Chandler Road

Proposed Action: Develop Plans, Specifications and Estimates for the widening of the existing CR 101. County Road 101 will ultimately be a four lane undivided rural facility. The interim facility will be a two lane undivided facility with shoulders. The proposed ROW will be 100'.

Scope of Services: This project will be a Williamson County road. All design work will be completed according to the requirements outlined in the latest version of the Williamson County design manual. This project shall be developed with TxDOT 2004 Standard Specifications. Services will include:

I. Project Management – During the course of the project, the Engineer will maintain communication with the County, the County's GEC, Utility companies (in order to assist with relocation efforts), and other agencies as necessary to ensure that project progress is maintained. Project management will also be necessary to ensure that the multi-discipline team is responsive to any changes in scope or process while maintaining project schedule and budget. As part of the Project Management, Quality Assurance/Quality Control will be performed on geometrics, drainage, cross sections, miscellaneous elements as well as the Project Manual. In addition, all required permits will be secured.

II. Construction Plans – Design tasks will include the tasks detailed in this scope of services for the development the Plans, Specifications and Estimates (PS&E) generally following Williamson County and or TxDOT standards for the referenced project including:

A. Overall Sheets
    1. Title Sheet
    2. Index of Sheets
    3. General Notes
    4. Summaries
    5. Project Layouts
    6. Survey Data
    7. Horizontal Alignment Data
    8. Table of Cross-Slopes
    9. Ditch Grade Summary

B. Traffic Control Sheets
    1. Traffic Control Notes and Construction Sequence
    2. Traffic Control Plans
    3. Traffic Control Standards and Details

C. Roadway Sheets
    1. Existing Typical Sections
    2. Proposed Typical Sections

3. Plan and Profiles
4. Intersection Layouts
5. Driveway Plan and Profiles
6. Driveway Details
7. Roadway Standards and Details
8. Cross Section Design (utilities included in cross sections)

D. Bridge Sheets
1. Bridge Layout Sheets
2. Structural Rating for Existing Little Mustang Creek Bridge
3. Bridge Geometry Sheets
4. Estimated Quantities and Bearing Seat Elevations
5. Bridge Scour Sheets
6. Abutment Sheets
7. Wingwall Stabilization Anchor and Details
8. Bridge Interior Bent Sheets
9. Bridge Span Sheets
10. Misc Slab Details
11. Foundation Design
12. Bridge Misc Details

E. Drainage Sheets
1. Overall Drainage Area Map
2. Ditch Drainage Area Maps
3. Hydrology Data Sheets
4. Bridge Hydraulic Calculations
5. Drainage Standards and Details

F. Traffic Sheets
1. Signing and Marking Layout Sheets
2. Sign Details
3. Future signal conduit sheets

G. Erosion Control Sheets
1. Storm Water Pollution Prevention Plan (SWPPP)
2. Erosion Control Plans
3. Erosion Control Standards and Details

H. Utility Sheets
1. Existing and proposed utility layouts

- All work will be prepared in English units
- Copies of all electronic files will be submitted to the county at the conclusion of the PS&E Development

III. Miscellaneous Services - tasks will include the tasks detailed in this scope of services for additional services including:

A. Project Manual Development
B. Drainage Report
C. FEMA Conditional Letter of Map Revision (CLOMR)
D. Construction Cost Estimate
E. Bidding / Letting services
F. Permitting – Preparation and submittal of TxDOT permit for U.S. Hwy 79 intersection and Williamson County and Cities Health District (WCCHD) Floodplain Development Permit

IV. Surveying – Surveying Tasks will include:

A. Design Survey
B. Right of Way Surveys (estimated 42 ROW tracts) and Parcel Maps

V. Geotechnical Investigations/Engineer – Geotechnical Investigations/Engineering Tasks will include:

A. Geotechnical Soil Borings for Bridge Design
B. Laboratory Investigation
C. Geotechnical Report
D. Geotechnical Engineering for Bridge Design

Subcontracted Tasks – Several tasks will be subcontracted in part or in whole. All subcontracted work will comply with the requirements outlined in this Scope of Services. Subcontracted tasks include:

- Environmental Documentation
- Surveying
- Bridge Design
- Geotechnical investigations for bridge design

Deliverables:

All contract documents, including hard copies and electronic files shall be turned over to the County at the completion of the project. Contract Documents shall be posted on the County's Internet project management database as requested during the project development and / or at the completion of the project. Plan sheets will be 11"X17".

All submittals will include 3 hard copies and Adobe .pdf files uploaded to Project Wise. Deliverables will include 30%, 60%, 90%, and 100% (Final) submittals as detailed:

1. 30% submittal will include:

- Title Sheet
- Project Layout
- Typical Sections
- General Notes
- Survey Data
- Quantity Sheets

- Roadway Plan and Profile Sheets
- Drainage Area Maps
- Bridge Layout Sheets
- Bridge Typical Sections
- Preliminary drainage calculations report
- Preliminary culvert layouts
- Roll plot layout of TCP phases
- Preliminary Bridge Layout and Typical Section
- Six copies of roll plot (color) displaying Schematic Alignment and ROW information including boundaries, owner names, parcel and easement numbers, stationing, and an aerial background
- Special Provision Forms
- Geotechnical Report
- Initial Construction Time Duration
- Initial Construction Cost Estimate
- Updated Design Schedule

2. 60% submittal will include:
   - Title Sheet
   - Project Layout Sheet
   - Typical Sections
   - General Notes
   - Survey Data
   - Quantity Sheets
   - Traffic Control Plans
   - All Roadway plan / profile sheets developed
   - Bridge Sheets
   - Cross Sections
   - All drainage sheets developed
   - Final drainage report
   - FEMA CLOMR application package
   - Erosion Control sheets
   - TCP sheets
   - Signing and Striping layouts
   - List of Standards
   - Updated Design Schedule
   - Updated Special Provision Forms
   - 30% Review Comment Responses
   - Updated Drainage Report

3. 90% submittal will include:
   - Title Sheet
   - Project Layout Sheet
   - Typical Sections
   - General Notes
   - Survey Data

- Quantity Sheets
- Traffic Control Plans
- All Roadway plan / profile sheets developed
- Bridge Sheets
- All drainage sheets developed
- Final drainage report
- FEMA CLOMR application package
- Erosion Control sheets
- TCP sheets
- Signing and Striping layouts
- List of Standards
- Updated Design Schedule
- Updated Special Provision Forms
- 60% Review Comment Responses
- Updated Drainage Report
- Full set of plan sheets with quantities and Standards
- Final Cross Sections and Earthwork Calculations
- Project Manual
- Geotechnical Report with boring logs will be included in Project Manual as an appendix
- Updated construction duration
- Updated Construction Cost Estimate
- CAD Design Files (.zip)

4. 100% submittal will include:
   - All items of 90% submittal with corrections from 90% review
   - Final Construction Cost Estimate
   - Estimated construction duration

Bidding Phase services will include:

- Distribute bid packages to contractors and maintain planholders list.
- Attend pre-bid meeting and furnish construction documents to prospective bidders
- Respond to bidder's questions during the bid period
- Prepare and distribute project addenda during bid period
- Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder
- Furnish construction documents to awarded contractor
- Attend pre-construction conference

Tasks Not Included– The following tasks and items are not included:

- Rights of Entry
- Cross Sections for construction phasing
- Construction services including inspection, testing, pay estimates, etc.
- Public Meeting attendance or exhibit development
- Utility relocation design

- Environmental mitigation or remediation
- Section 106 cultural resource survey
- Traffic projections
- Traffic signal warrant studies
- Traffic signal design
- Illumination design
- Geotechnical borings for pavement design

Exhibit C – Work Schedule

Notice To Proceed:	April 1, 2010
30% Submittal	July 1, 2010
60% Submittal	October 1, 2010
90% Submittal	December 1, 2010
100% Submittal	February 1, 2011

Exhibit D – Fee Schedule

COUNTY ROAD 101
Williamson County
Exhibit D

TASK K Friese & Associates, Inc.	KFA	HDR	SAM INC	FUGRO	Total Labor Cost	Total Labor Cost
I. Project Management						$ 46,008.00
A. Project Management (12 months)	$ 31,456.00	$ 14,552.00	$ -	$ -	$ 46,008.00	
II. Construction Plans						$ 386,400.00
A.1. Title Sheet	$ 1,182.00	$ -	$ -	$ -	$ 1,182.00	
A.2. Index of Sheets	$ 854.00	$ -	$ -	$ -	$ 854.00	
A.3 General Notes	$ 7,544.00	$ -	$ -	$ -	$ 7,544.00	
A.4. Summaries	$ 18,168.00	$ -	$ -	$ -	$ 18,168.00	
A.5. Project Layouts	$ 2,696.00	$ -	$ -	$ -	$ 2,696.00	
A.6. Survey Data	$ 1,020.00	$ -	$ -	$ -	$ 1,020.00	
A.7. Horizontal Alignment Data	$ 4,288.00	$ -	$ -	$ -	$ 4,288.00	
A.8. Table of Cross-Slopes	$ 4,464.00	$ -	$ -	$ -	$ 4,464.00	
A.9. Ditch Grade Summary	$ 3,240.00	$ -	$ -	$ -	$ 3,240.00	
B.1. Traffic Control Notes and Construction Sequence	$ 1,860.00	$ -	$ -	$ -	$ 1,860.00	
B.2. Traffic Control Plans	$ 35,208.00	$ -	$ -	$ -	$ 35,208.00	
B.3. Traffic Control Standards and Details	$ 12,376.00	$ -	$ -	$ -	$ 12,376.00	
C.1. Existing Typical Sections	$ 2,328.00	$ -	$ -	$ -	$ 2,328.00	
C.2. Proposed Typical Sections	$ 6,488.00	$ -	$ -	$ -	$ 6,488.00	
C.3. Plan and Profile Sheets	$ 41,874.00	$ -	$ -	$ -	$ 41,874.00	
C.4. Intersection Layouts (2 per Sheet)	$ 7,192.00	$ -	$ -	$ -	$ 7,192.00	
C.5. Driveway Plan and Profiles (2 per sheet)	$ 27,332.00	$ -	$ -	$ -	$ 27,332.00	
C.6. Driveway Details Sheets	$ 1,894.00	$ -	$ -	$ -	$ 1,894.00	
C.7. Roadway Standards and Details	$ 9,448.00	$ -	$ -	$ -	$ 9,448.00	
C.8. Cross-Section Sheets (191 Sections, 3 per Sheet)	$ 36,512.00	$ -	$ -	$ -	$ 36,512.00	
D.1. Bridge Layouts	$ -	$ 16,208.00	$ -	$ -	$ 16,208.00	
D.2. Structural Rating for Existing Little Mustange Cr. Bridge	$ -	$ 2,000.00	$ -	$ -	$ 2,000.00	
D.3. Bridge Geometry Sheets	$ -	$ 2,388.00	$ -	$ -	$ 2,388.00	
D.4. Estimated Quantities and Bearing Seat Elevations	$ -	$ 3,448.00	$ -	$ -	$ 3,448.00	
D.5. Bridge Scour Sheets	$ 6,744.00	$ -	$ -	$ -	$ 6,744.00	
D.6. Abutment Sheets	$ -	$ 15,232.00	$ -	$ -	$ 15,232.00	
D.7. Wingwall Stabilization Anchor and Details	$ -	$ 10,392.00	$ -	$ -	$ 10,392.00	
D.8. Bridge Interior Bent Sheets	$ -	$ 10,300.00	$ -	$ -	$ 10,300.00	
D.9. Bridge Span Sheets	$ -	$ 9,512.00	$ -	$ -	$ 9,512.00	
D.10. Misc Slab Details	$ -	$ 4,374.00	$ -	$ -	$ 4,374.00	
D.11. Foundation Design	$ -	$ 3,004.00	$ -	$ -	$ 3,004.00	
D.12. Bridge Misc Details	$ -	$ 1,654.00	$ -	$ -	$ 1,654.00	
E.1. Overall Drainage Area Map	$ 4,312.00	$ -	$ -	$ -	$ 4,312.00	
E.2. Ditch Drainage Area Maps	$ 12,656.00	$ -	$ -	$ -	$ 12,656.00	
E.3. Hydrology Data Sheets	$ 7,472.00	$ -	$ -	$ -	$ 7,472.00	
E.4. Bridge Hydraulic Calculations	$ 6,808.00	$ -	$ -	$ -	$ 6,808.00	
E.5. Drainage Standards and Details	$ 4,300.00	$ -	$ -	$ -	$ 4,300.00	
F.1. Signing and Marking Layout Sheets	$ 9,704.00	$ -	$ -	$ -	$ 9,704.00	
F.2. Signing and Marking Details	$ 2,844.00	$ -	$ -	$ -	$ 2,844.00	
F.3. Future Signal Conduit Sheets	$ 2,180.00	$ -	$ -	$ -	$ 2,180.00	
G.1. Stormwater Pollution Prevention Plan (SWPPP)	$ 3,596.00	$ -	$ -	$ -	$ 3,596.00	
G.2. Erosion Control Plans	$ 12,088.00	$ -	$ -	$ -	$ 12,088.00	
G.3. Erosion Control Standards and Details	$ 2,328.00	$ -	$ -	$ -	$ 2,328.00	
H.1 Existing and Proposed Utility Layouts	$ 6,888.00	$ -	$ -	$ -	$ 6,888.00	
III. Miscellaneous Services						$ 53,920.00
A. Project Manual Development	$ 7,736.00	$ -	$ -	$ -	$ 7,736.00	
B. Drainage Report	$ 9,480.00	$ -	$ -	$ -	$ 9,480.00	
C. FEMA CLOMR	$ 10,736.00	$ -	$ -	$ -	$ 10,736.00	
D. Construction Cost Estimate	$ 8,568.00	$ 2,672.00	$ -	$ -	$ 11,240.00	
E. Bidding/Letting Services	$ 11,496.00	$ -	$ -	$ -	$ 11,496.00	
F. Permitting (TxDOT/WCCHD)	$ 3,232.00	$ -	$ -	$ -	$ 3,232.00	
IV. Surveying - SAM, Inc.						$ 177,775.00
A. Design Survey	$ -	$ -	$ 39,830.00	$ -	$ 39,830.00	
B. Right of Way Surveys	$ -	$ -	$ 137,945.00	$ -	$ 137,945.00	
V. Geotechnical Investigations/Engineer - Fugro Consultants						$ 17,440.00
A. Geotechnical Soil Borings	$ -	$ -	$ -	$ 4,760.00	$ 4,760.00	
B. Laboratory Investigation	$ -	$ -	$ -	$ 2,160.00	$ 2,160.00	
C. Geotechnical Report	$ -	$ -	$ -	$ 2,500.00	$ 2,500.00	
D. Geotechnical Engineering for Bridge Design	$ -	$ -	$ -	$ 8,020.00	$ 8,020.00	
					$ -	
LABOR COST:	$ 390,592.00	$ 95,736.00	$ 177,775.00	$ 17,440.00	$ 681,543.00	$ 681,543.00

TOTAL DIRECT EXPENSES COST:	$ 10,740.00	$ 220.00	$ 29,130.46	$ 20,950.00	$ 61,040.46	
TOTAL PROJECT COST:	$ 401,332.00	$ 95,956.00	$ 206,905.46	$ 38,390.00	$ 742,583.46	

COUNTY ROAD 101
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TASK Hourly Rate: K Friese & Associates, Inc.	SHEETS/ UNITS	PRINCIPAL $ 185.00	PROJECT MANAGER $178.00	SENIOR ENGINEER $178.00	ENGINEER $128.00	EIT $81.00 Hours	SR. ENGR. TECH. $91.00	ENGR. TECH. $83.00	CADD TECH $52.00	CLERICAL $64.00	Sub Total Hours	Hr/Unit	KFA Labor Cost
I. Project Management													
A. Project Management (12 months)	12	32	96		36					60	224	18.7	$ 31,456.00
II. Construction Plans													
A.1. Title Sheet	1		1			4	2	6			13	13.0	$ 1,182.00
A.2. Index of Sheets	1		1			2	2	4			9	9.0	$ 854.00
A.3 General Notes	4		8			24	24	24			80	20.0	$ 7,544.00
A.4. Summaries	10		24			120	24	24			192	19.2	$ 18,168.00
A.5. Project Layouts	2		2			8	4	16			30	15.0	$ 2,696.00
A.6. Survey Data	1		1			2	2	6			11	11.0	$ 1,020.00
A.7. Horizontal Alignment Data	2		4		12	8	8	8			40	20.0	$ 4,288.00
A.8. Table of Cross-Slopes	2		4		8	12	12	8			44	22.0	$ 4,464.00
A.9. Ditch Grade Summary	1		2		4	8	8	12			34	34.0	$ 3,240.00
B.1. Traffic Control Notes and Construction Sequence	1		1		4	4	2	8			19	19.0	$ 1,860.00
B.2. Traffic Control Plans	36		16		40	60	100	160			376	10.4	$ 35,208.00
B.3. Traffic Control Standards and Details	15		2		12	32	32	60			138	9.2	$ 12,376.00
C.1. Existing Typical Sections	1		2		2	4	8	8			24	24.0	$ 2,328.00
C.2. Proposed Typical Sections	3		12		2	8	16	24			62	20.7	$ 6,488.00
C.3. Plan and Profile Sheets	18		45		45	72	128	128			418	23.2	$ 41,874.00
C.4. Intersection Layouts (2 per Sheet)	3		8		8	16	16	24			72	24.0	$ 7,192.00
C.5. Driveway Plan and Profiles (2 per sheet)	13		18		52	104	52	52			278	21.4	$ 27,332.00
C.6. Driveway Details Sheets	1		1			4	8	8			21	21.0	$ 1,894.00
C.7. Roadway Standards and Details	8		8		16	32	8	32			96	12.0	$ 9,448.00
C.8. Cross-Section Sheets (191 Sections, 3 per Sheet)	64		16			128	256				400	6.3	$ 36,512.00
D.1. Bridge Layouts													$ -
D.2. Structural Rating for Existing Little Mustange Cr. Bridge													$ -
D.3. Bridge Geometry Sheets													$ -
D.4. Estimated Quantities and Bearing Seat Elevations													$ -
D.5. Bridge Scour Analysis & Sheets	2		8		16	24		16			64	32.0	$ 6,744.00
D.6. Abutment Sheets													$ -
D.7. Wingwall Stabilization Anchor and Details													$ -
D.8. Bridge Interior Bent Sheets													$ -
D.9. Bridge Span Sheets													$ -
D.10. Misc Slab Details													$ -
D.11. Foundation Design													$ -
D.12. Bridge Misc Details													$ -
E.1. Overall Drainage Area Map	1		4		12	12	12				40	40.0	$ 4,312.00
E.2. Ditch Drainage Area Maps	8		8		24	32	32	32			128	16.0	$ 12,656.00
E.3. Hydrology Data Sheets	2		8		16	24	8	16			72	36.0	$ 7,472.00
E.4. Bridge Hydraulic Data Sheets	2		8		16	24	8	8			64	32.0	$ 6,808.00
E.5. Drainage Standards and Details	5		2		4	8	16	16			46	9.2	$ 4,300.00
F.1. Signing and Marking Layout Sheets	8		8		16		32	40			96	12.0	$ 9,704.00
F.2. Signing and Marking Details and Standards	16		2		4	8		16			30	1.9	$ 2,844.00
F.3. Future Signal Conduit Layout Sheets	2		2		4	8		8			22	11.0	$ 2,180.00
G.1. Stormwater Pollution Prevention Plan (SWPPP)	1		2		4	12	12	8			38	38.0	$ 3,596.00
G.2. Erosion Control Plans	8		12		24	40	40				116	14.5	$ 12,088.00
G.3. Erosion Control Standards and Details	2		2		2	4	8	8			24	12.0	$ 2,328.00
H.1 Existing and Proposed Utility Layouts	8		4		16	24	24				68	8.5	$ 6,888.00
III. Miscellaneous Services													
A. Project Manual Development			8		16	40				16	80		$ 7,736.00
B. Drainage Report			12		16	40	8	16			92		$ 9,480.00
C. FEMA CLOMR			12		40	24				24	100		$ 10,736.00
D. Construction Cost Estimate			8		8	24	24	24			88		$ 8,568.00
E. Bidding/Letting Services			32		8	40				24	104		$ 11,496.00

COUNTY ROAD 101
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F. Permitting (TxDOT/WCCHD)			8			16				8	32		$ 3,232.00
IV. Surveying - SAM, Inc.													
A. Design Survey													$ -
B. Right of Way Surveys													$ -
V. Geotechnical Investigations/Engineer - Fugro Consultants													
A. Geotechnical Soil Borings													$ -
B. Laboratory Investigation													$ -
C. Geotechnical Report													$ -
D. Geotechnical Engineering for Bridge Design													$ -
TOTAL NUMBER OF SHEETS:											Column Total = 3,885		
HOURS:		**32**	**422**		**487**	**1056**	**936**	**820**		**132**	Row Total = 3,885		
LABOR COST:		**$ 5,920**	**$ 75,116**	**$ -**	**$ 62,336**	**$ 85,536**	**$ 85,176**	**$ 68,060**		**$ 8,448**			**$ 390,592.00**
		0.8%	**10.9%**		**12.5%**	**27.2%**	**24.1%**	**21.1%**		**3.4%**			**$ 390,592.00**

DIRECT EXPENSES:						
	Travel:					
	Mileage	4000	miles		$0.49 per mile	$1,940.00
	Per diem		days		$25.00 per day	
	Lodging		nights		$100.00 per night	
	Copies:					
	Reproduction	15000	copies		$0.20 per copy	$3,000.00
	Media (mylar)	400	sheets		$1.50 per sheet	$600.00
	Misc Expenses:					
	Express delivery	20	each		$20.00 per each	$400.00
	Research Materials					
	CLOMR Application Fee				$4,400.00 flat fee	$4,400.00
	FEMA Data acquisition fee				$400.00 at cost	$400.00
TOTAL DIRECT COST:						**$ 10,740**
TOTAL PROJECT COST:						**$ 401,332**

COUNTY ROAD 101
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Exhibit D

TASK Hourly Rate: HDR, Inc.	SHEETS/ UNITS	PROJECT MANAGER $200.00	PROJECT ENGINEER $166.00	DESIGN ENGINEER $142.00	SR. STRUCT. TECH $123.00 Hours	SENIOR TECH/EIT $112.00	CADD TECH $83.00	ADMIN / CLERICAL $68.00	Sub Total Hours	Hr/Unit	HDR Labor Cost
I. Project Management											
A. Project Management		64	4					16	84		$ 14,552.00
III. Construction Plans											
D.1. Bridge Layouts	2	6	16	40		24	48		134	67.0	$ 16,208.00
D.2. Structural Rating for Existing Little Mustange Cr. Bridge		1	4	8					13		$ 2,000.00
D.3. Bridge Geometry Sheets		2		14					16		$ 2,388.00
D.4. Estimated Quantities and Bearing Seat Elevations	2			8	8		16		32	16.0	$ 3,448.00
D.6. Abutment Sheets	5	4		32	48		48		132	26.4	$ 15,232.00
D.7. Wingwall Stabilization Anchor and Details	3	4	8	24	16	8	24		84	28.0	$ 10,392.00
D.8. Bridge Interior Bent Sheets	2	4	4	16	28	16	16		84	42.0	$ 10,300.00
D.9. Bridge Span Sheets	3	4	6	12	20	8	32		82	27.3	$ 9,512.00
D.10. Misc Slab Details	2	1	4	12	2	8	8		35	17.5	$ 4,374.00
D.11. Foundation Design		2		16			4		22		$ 3,004.00
D.12. Bridge Misc Details	21	1		5	2		6		14	0.7	$ 1,654.00
IV. Miscellaneous Services											
D. Construction Cost Estimate		2		16					18		$ 2,672.00
TOTAL NUMBER OF SHEETS: **HOURS:**		95	46	203	124	64	202	16	Column Total = 750 Row Total = 750		
LABOR COST:		$ 19,000	$ 7,636	$ 28,826	$ 15,252	$ 7,168	$ 16,766	$ 1,088			$ 95,736.00
		12.7%	6.1%	27.1%	16.5%	8.5%	26.9%	2.1%			

DIRECT EXPENSES:						
	Travel:					
	Mileage	120	miles		$0.55 per mile	$66.00
	Per diem					
	Lodging					
	Copies:					
	8.5" x 11" Printing	500	copies		$0.05 per copy	$25.00
	11" x 17" Printing	90	sheets		$0.10 per sheet	$9.00
	Mylars	30	sheets		$2.00	$60.00
	Misc Expenses:					
	Express delivery	3	each		$20.00 per each	$60.00
TOTAL DIRECT COST:						$ 220
TOTAL PROJECT COST:						$ 95,956.00

0.50 p.r IRS

TASK Hourly Rate: Surveying and Mapping, Inc.	SHEETS/ UNITS	2-Man Field Crew $130.00	3-Man Field Crew $150.00	Mobile Mapping Technician $120.00	Mobile Mapping Sr. Manager $165.00	Mobile Mapping Project Manager $140.00	Sr. Project Manager $145.00	Senior Tech $85.00	Survey Tech $75.00	Project Manager $125.00	Staff Surveyor $110.00	Clerical Support $50.00	Field Coordinator $85.00	Sub Total Hours	Hr/Unit	SAM Inc Labor Cost
		Hours														
I. Project Management																
A. Project Management																$ -
II. Construction Plans																
A.1. Title Sheet																$ -
A.2. Index of Sheets																$ -
A.3. General Notes																$ -
A.4. Summaries																$ -
A.5. Project Layouts																$ -
A.6. Survey Data																$ -
A.7. Horizontal Alignment Data																$ -
A.8. Table of Cross-Slopes																$ -
A.9. Ditch Grade Summary																$ -
B.1. Traffic Control Notes and Construction Sequence																$ -
B.2. Traffic Control Plans																$ -
B.3. Traffic Control Standards and Details																$ -
C.1. Existing Typical Sections																$ -
C.2. Proposed Typical Sections																$ -
C.3. Plan and Profile Sheets																$ -
C.4. Intersection Layouts (2 per Sheet)																$ -
C.5. Driveway Plan and Profiles (2 per sheet)																$ -
C.6. Driveway Details Sheets																$ -
C.7. Roadway Standards and Details																$ -
C.8. Cross-Section Sheets (191 Sections, 3 per Sheet)																$ -
D.1. Bridge Layouts																$ -
D.2. Structural Rating for Existing Little Mustange Cr. Bridge																$ -
D.3. Bridge Geometry Sheets																$ -
D.4. Estimated Quantities and Bearing Seat Elevations																$ -
D.5. Bridge Scour Sheets																$ -
D.6. Abutment Sheets																$ -
D.7. Wingwall Stabilization Anchor and Details																$ -
D.8. Bridge Interior Bent Sheets																$ -
D.9. Bridge Span Sheets																$ -
D.10. Misc Slab Details																$ -
D.11. Foundation Design																$ -
D.12. Bridge Misc Details																$ -
E.1. Overall Drainage Area Map																$ -
E.2. Ditch Drainage Area Maps																$ -
E.3. Hydrology Data Sheets																$ -
E.4. Bridge Hydraulic Data Sheets																$ -
E.5. Drainage Standards and Details																$ -
F.1. Signing and Marking Layout Sheets																$ -
F.2. Signing and Marking Details																$ -
F.3. Future Signal Conduit Layout Sheets																$ -
G.1. Stormwater Pollution Prevention Plan (SWPPP)																$ -
G.1. Stormwater Pollution Prevention Plan (SWPPP)																$ -
G.2. Erosion Control Plans																$ -
G.3. Erosion Control Standards and Details																$ -
H.1. Existing and Proposed Utility Layouts																$ -
III. Miscellaneous Services																
A. Project Manual Development																$ -
B. Drainage Report																$ -
C. FEMA CLOMR																$ -
D. Construction Cost Estimate																$ -
E. Bidding/Letting Services																$ -
F. Permitting (TxDOT/WCTHD)																$ -
G. Traffic Signal Warrant Study																$ -
IV. Surveying - SAM, Inc.																
A. Design Survey		38	36	146	3	8	2	24	14	14	44	6	1	336		$ 39,830.00
B. Right of Way Surveys		200	104				34	480	476	26	90	3	19	1,432		$ 137,945.00
V. Geotechnical Investigations/Engineer - Fugro Consultants																
A. Geotechnical Soil Borings																$ -
B. Laboratory Investigation																$ -
C. Geotechnical Report																$ -
D. Geotechnical Engineering for Bridge Design																$ -
																$ -
TOTAL NUMBER OF SHEETS: HOURS:		238	140	146	3	8	36	504	490	40	134	9	20	Column Total = 1,768 Row Total = 1,975		
LABOR COST:		$ 30,940	$ 21,000	$ 17,520	$ 495	$ 1,120	$ 5,220	$ 42,840	$ 36,750	$ 5,000	$ 14,740	$ 450	$ 1,700			$ 177,775.00
		22.1%	13.0%	13.6%	0.3%	0.7%	3.3%	46.9%	45.6%	3.7%	12.5%	0.8%	1.9%			

DIRECT EXPENSES:					
Travel:					
Mileage	4000	miles	$0.50	per mile	$ 2,000.00
Per diem		days	$25.00	per day	$ -
Lodging		nights	$100.00	per night	$ -
Copies:					
Copies of Deeds and Plats	1	at Cost	$750.00	total	$ 750.00
Misc Expenses:					
Mobile Mapping System	1	Day	$6,000.00	per Day	$ 6,000.00
GPS Receivers	360	Hours	$25.00	per Hour	$ 9,000.00
TOTAL DIRECT COST:				$	17,750.00
Tax on ROW Services		8.25%			$11,380.46
TOTAL PROJECT COST:				$	**206,905.46**

TASK Hourly Rate: Fugro Consultants, Inc.	SHEETS/ UNITS	Project Principal $155.00 Hours	Project Manager $145.00	Project Engineer $120.00	Geologist $95.00	Graduate Engineer $90.00	CADD $60.00	Clerical $50.00	Sub Total Hours	Hr/Unit	Fugro Labor Cost
I. Project Management											
A. Project Management											$ -
II. Construction Plans											
A.1. Title Sheet											$ -
A.2. Index of Sheets											$ -
A.3. General Notes											$ -
A.4. Summaries											$ -
A.5. Project Layouts											$ -
A.6. Survey Data											$ -
A.7. Horizontal Alignment Data											$ -
A.8. Table of Cross-Slopes											$ -
A.9. Ditch Grade Summary											$ -
B.1. Traffic Control Notes and Construction Sequence											$ -
B.2. Traffic Control Plans											$ -
B.3. Traffic Control Standards and Details											$ -
C.1. Existing Typical Sections											$ -
C.2. Proposed Typical Sections											$ -
C.3. Plan and Profile Sheets											$ -
C.4. Intersection Layouts (2 per Sheet)											$ -
C.5. Driveway Plan and Profiles (2 per sheet)											$ -
C.6. Driveway Details Sheets											$ -
C.7. Roadway Standards and Details											$ -
C.8. Cross-Section Sheets (191 Sections, 3 per Sheet)											$ -
D.1. Bridge Layouts											$ -
D.2. Structural Rating for Existing Little Mustange Cr. Bridge											$ -
D.3. Bridge Geometry Sheets											$ -
D.4. Estimated Quantities and Bearing Seat Elevations											$ -
D.5. Bridge Scour Sheets											$ -
D.6. Abutment Sheets											$ -
D.7. Wingwall Stabilization Anchor and Details											$ -
D.8. Bridge Interior Bent Sheets											$ -
D.9. Bridge Span Sheets											$ -
D.10. Misc Slab Details											$ -
D.11. Foundation Design											$ -
D.12. Bridge Misc Details											$ -
E.1. Overall Drainage Area Map											$ -
E.2. Ditch Drainage Area Maps											$ -
E.3. Hydrology Data Sheets											$ -
E.4. Bridge Hydraulic Data Sheets											$ -
E.5. Drainage Standards and Details											$ -
F.1. Signing and Marking Layout Sheets											$ -
F.2. Signing and Marking Details											$ -
F.3. Future Signal Conduit Layout Sheets											$ -
G.1. Stormwater Pollution Prevention Plan (SWPPP)											$ -
G.2. Erosion Control Plans											$ -
G.3. Erosion Control Standards and Details											$ -
H.1. Existing and Proposed Utility Layouts											$ -
III. Miscellaneous Services											
A. Project Manual Development											$ -
B. Drainage Report											$ -
C. FEMA CLOMR											$ -
D. Construction Cost Estimate											$ -
E. Bidding/Letting Services											$ -
F. Permitting (TxDOT/WCCHD)											$ -
G. Traffic Signal Warrant Study											$ -
IV. Surveying - SAM, Inc.											
A. Design Survey											$ -
B. Right of Way Surveys											$ -
V. Geotechnical Investigation/Engineer - Fugro Consultants											
A. Geotechnical Soil Borings				8	40				48		$ 4,760.00
B. Laboratory Investigation				6		16			22		$ 2,160.00
C. Geotechnical Report				8	8		8	6	24		$ 2,500.00
D. Geotechnical Engineering for Bridge Design		4	20			50			74		$ 8,020.00
											$ -
TOTAL NUMBER OF SHEETS: HOURS:		4	20	22	48	66	8	6	Column Total = 168 Row Total = 168		
LABOR COST:		$ 620	$ 2,900	$ 2,640	$ 4,560	$ 5,940	$ 480	$ 300			$ 17,440.00
		2.4%	11.9%	13.1%	28.6%	39.3%	4.8%	3.6%			

DIRECT EXPENSES:					
Travel:					
Mileage/Mobilization	100	miles	$ 4.00		$400.00
Logger Transportation	4	days	$ 75.00		$300.00
Soil Borings					
Drilling and Field Testing					$11,535.00
Traffic Control	3	days	$ 900.00	per Day	$2,700.00
Laboratory Investigation					
Lab Tests					$6,015.00
TOTAL DIRECT COST:					$ 20,950
TOTAL PROJECT COST:					$ 38,390.00

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT

Raba-Kistner Supplemental #2 to US79, sect.3 PSA
Commissioners Court - Regular Session

Date: 11/16/2010
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Raba-Kistner Infrastructure, Inc. Supplemental #2 to their CEI services Professional Service Agreement (PSA) to allow for the execution of Work Authorization #3 for US 79, section 3 Pass-Through project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Raba-Kistner Supp.#2 to US79, sect.3 PSA

Link: Raba-Kistner WA3 US79-sect.3 CEI

Form Routing/Status

Form Started By: Marie Walters — Started On: 11/09/2010 06:27 PM

Final Approval Date: 11/10/2010

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BY: PSI

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Williamson County, Texas, a political subdivision of the State of Texas, *(the "County")* and Raba-Kistner Infrastructure, Inc. *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on March 18, 2008; and Supplemental Agreement #1 on 6/17/2008

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 limits the agreement to $1,000,000.00; and,

WHEREAS, the "***Compensation Cap***" in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to $1,000,000.00; and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:

I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1. I is hereby increased from $1,000,000.00 to $1,420,509.55.
II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from $1,000,000.00 to $1,420,509.55.
III. The hourly Rates in the original Exhibit III are hereby amended as shown in the attached revised Exhibit III (must be attached).

All other provisions are unchanged and remain in full force and effect.

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

ENGINEER:

By: John A. Roberts
Signature

John A. Roberts
Printed Name

Vice President
Title

October 29, 2010
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

OK
11/01/2010

EXHIBIT III

	Position	Unit	2008 On-Site	2008 Off-Site	2009 On-Site	2009 Off-Site	2010 On-Site	2010 Off-Site
1.	Project Manager	/hr.		$217		$224.60		$232.46
2.	Resident Engineer	/hr.	$110	$139	$113.85	$143.87	117.83	148.90
3.	Senior Inspector	/hr.	$70	$87	$72.45	$90.05	$74.99	$93.20
4.	Inspector	/hr.	$63	$77	$65.21	$79.70	$67.49	$82.48
5.	Junior Inspector	/hr.	$49	$60	$50.72	$62.10	$52.49	$64.27
6.	Records Keeper	/hr.	$45	$55	$46.58	$56.93	$48.21	$58.92
7.	Administrative Coordinator	/hr.		$56		$57.96		$59.99
8.	Environmental Quality Specialist	/hr.						$163.00(1)

	SUBCONTRACTOR 1				
1.	Project Manager	/hr.	$140.00	$144.90	$149.97
2.	Surveyor (RPLS)	/hr.	$125.00	$129.38	$133.90
3.	Survey Tech	/hr.	$85.00	$87.98	$91.05
4.	2-Person Crew	/hr.	$125.00	$129.38	$133.90
5.	2-Person GPS Crew	/hr.	$175.00	$181.13	$187.46
6.	3-Person Crew	/hr.	$145.00	$150.08	$155.33
7.	Clerk	/hr.	$50.00	$51.75	$53.56

	MATERIAL TESTING	Unit	2008	2009	2010
1.	**Field Technician (2 hr. minimum)**				
1.1	Junior Soil Technician	hr	$46.20	$47.82	$49.49
1.2	Senior Technician (Soils or Concrete)	hr	$52.50	$54.34	$56.24
1.3	Concrete Technician (ACI Grade I)	hr	$46.20	$47.82	$49.49
1.4	Asphalt Technician				
1.4.1	TxDOT Certified Technician (Level IA and IB)	hr	$46.20	$47.82	$49.49
1.4.2	TxDOT Certified Technician (Level II)	hr	$52.50	$54.34	$56.24
2.	**Field Testing Equipment (2 hr. minimum, technician time not included)**				
2.1*	Vehicle	mi	$0.505	$0.505	$0.50
2.2	Concrete/Asphalt Coring Equipment	hr	$31.50	$32.60	$33.74
2.2.1	Core Bit Charges				
2.2.1.1	3 Inch Diameter Core	ea	$3.70	$3.83	$3.96
2.2.1.2	4 Inch Diameter Core	ea	$4.70	$4.86	$5.03
2.2.1.3	6 Inch Diameter Core	ea	$6.30	$6.52	$6.75

EXHIBIT III

	MATERIAL TESTING	Unit	2008	2009	2010
3.	**Testing of Soils and Base Materials**				
3.1	Sampling	hr	$46.20	$47.82	$49.49
3.2	Field Nuclear Density (TEX-115-E)	ea	$33.60	$34.78	$35.99
3.3	Sample Preparation (TEX-101-E)	ea	$49.40	$51.13	$52.92
3.4	Natural Moisture Content (TEX-103-E)	ea	$16.80	$17.39	$18.00
3.5	Sieve Analysis (TEX-110-E)	ea	$60.90	$63.03	$65.24
3.6	Atterberg Limits (Liquid & Plastic Limits) (TEX-104-E,TEX-105-E,TEX-106-E)	ea	$60.90	$63.03	$65.24
3.7	Percent Passing No. 200 Sieve (TEX-111-E)	ea	$38.90	$40.26	$41.67
3.8	Bar Linear Shrinkage of Soils (TEX-107-E) if required by spec	ea	$49.40	$51.13	$52.92
3.9	Moisture Density Relationship (TEX-113-E) Compaction Test	ea	$220.50	$228.22	$236.21
3.10	Moisture Density Relationship (TEX-114-E, Part I) Compaction Test	ea	$220.50	$228.22	$236.21
3.11	Moisture Density Relationship (TEX-114-E, Part II) Compaction Test	ea	$241.50	$249.95	$258.70
3.12	Texas Triaxial Compression Test on Base Material TEX-117-E, Part II; Including the following:	ea	$1,736.70	$1,797.48	$1,860.40
3.13	Molding, Curing, and Testing 8 Specimens	ea	$1,102.50	$1,141.09	$1,181.03
3.3	Sample Preparation (TEX-101-E)	ea	$49.40	$51.13	$52.92
3.5	Sieve Analysis (TEX-110-E)	ea	$60.90	$63.03	$65.24
3.6	Atterberg Limits (Liquid and Plasitc Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	ea	$60.90	$63.03	$65.24
3.8	Bar Linear Shrinkage of Soils (TEX-107-E)	ea	$49.40	$51.13	$52.92
3.9	Moisture Density Relationship (TEX-113-E) Compaction Test	ea	$220.50	$228.22	$236.21
3.14	Wet Ball Mill (TEX-116-E)	ea	$193.20	$199.96	$206.96
3.15	Soil Specific Gravity (TEX-108-E)	ea	$57.80	$59.82	$61.92
3.16	Soil Lime Compression Test (TEX-121-E)	ea	$63.00	$65.21	$67.49
3.17	Resistivity of Soils (TEX-129-E)	ea	$84.00	$86.94	$89.98
3.18	Lime Series Curve (TEX-112-E)	point	$84.00	$86.94	$89.98
3.19	pH of Soil (TEX-128-E)	ea	$75.00	$77.63	$80.34
3.20	Thickness (TEX-140-E)	ea			$45.00(1)
3.21	Determining Sulfate Content in Soils (TEX-401-A)	ea			$80.30(1)
4.	**Testing of Concrete**				
4.1	Sampling	hr	$46.20	$47.82	$49.49
4.2	Aggregate Gradation Analysis (TEX-401-A)	ea	$60.90	$63.03	$65.24
4.3	Specific Gravity of Aggregate (TEX-403-A) (Includes Absorption)	ea	$47.30	$48.96	$50.67
4.4	Unit Weight of Aggregate	ea	$31.50	$32.60	$33.74
4.5	Abrasion Test (TEX-410-A)	ea	$210.00	$217.35	$224.96
4.6	Decantation (TEX-406-A)	ea	$26.30	$27.22	$28.17
4.7	Organic Impurities (TEX-408-A)	ea	$42.00	$43.47	$44.99
4.8	Soundness, Sodium, or Magnesium (TEX-411-A)	cyc	$60.90	$63.03	$65.24

EXHIBIT III

	MATERIAL TESTING	Unit	2008	2009	2010
4.9	Concrete Cylinder Compressive Strength (TEX-418-E)	ea	$21.00	$21.74	$22.50
4.10	Beam Flexural Strength (TEX-420-A or TEX-448-A)	ea	$33.60	$34.78	$35.99
4.11	Coarse Aggregate Angularity (Superpave)	ea	$63.00	$65.21	$67.49
4.12	Fine Aggregate Angularity (Superpave)	ea	$63.00	$65.21	$67.49
4.13	Flat, Elongated Particles (TEX-224-F)	ea	$63.00	$65.21	$67.49
4.14	Deleterious materials (Clay Lumps/Friable Part I) (TEX-413-A)	ea	$55.70	$57.65	$59.67
4.15	Sand Equivalent (Clay Content) (TEX-203-A)	ea	$50.00	$51.75	$53.56
5	**Testing of HMAC (Testing Performed at OVR Lab)**				
5.1	Sampling	hr	$46.20	$47.82	$49.49
5.2	Specimen Molding, Bulk Density (3 per set)	ea	$58.00	$60.03	$62.13
5.3	Gradation and Asphalt Content (TEX-236-F)	ea	$194.30	$201.10	$208.14
5.4	Maximum Theoretical Specific Gravity, Rice Method (TEX-227-F)	ea	$42.00	$43.47	$44.99
5.5	Specific Gravity, Bulk	ea	$21.00	$21.74	$22.50
5.6	Sand Equivalent (TEX-203-F)	ea	$50.00	$51.75	$53.56
5.7	Fineness Modulus	ea			$11.00(1)
5.8	Voids in Mineral Aggr. (VMA)(TEX-207-F) (Calc. only)	ea			$15.00(1)
5.9	Moisture Content (TEX-212-F)	ea			$20.00(1)
5.10	Hamburg Wheel Track (TEX-207-F)	ea			$575.00(1)
5.11	In-Place Air Voids (TEX-207-F)	ea			$30.00(1)
6	**Engineering Consultation**				
6.1	Senior Consultant/Project Principal	hr	$126.00	$130.41	$134.97
	Other Direct Costs				
**	Miscellaneous Expenses	NTE			$5,000.00(1)

Notes: Fees subject to 3.5% escalation on January 1st of each year starting January 1, 2009.
>> Minimum call-out charge for technician and equipment is 2 hours. Charges are accrued portal to portal. Technician time over 2 hours shall be documented on the daily report.
>> Transportation charges are applicable for all field testing assignments including sample pick up.
* IRS allowable mileage rate shown effective 1/1/2008. Actual rate to reflect the maximum IRS allowable rate each year.
** Rate shown is an estimate. Invoices will be based on actual costs incurred as demonstrated by submitted receipts.
(1) New Rate

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EXHIBIT II

WORK AUTHORIZATION NO. 3

This Work Authorization is made pursuant to the terms and conditions of the Professional Services Agreement ("Agreement") entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (***the "County"***) and Raba-Kistner Infrastructure, Inc. (***the "Engineer"***) executed on March 18, 2008.

Part1. The ***Engineer*** will provide the following engineering services: Professional Engineering Services for US 79 Section 3 Pass Through Finance project (***the "Project"***):

Professional Engineering Construction Management

- Manage the Request for Information (RFI) process.
- Negotiate and make recommendations for Change Orders. Prepare Change Orders for execution.
- Evaluate and recommend acceptance of contractor's CPM schedules.
- Maintain a current approved set of construction contract documents at the project site.
- Review and provide recommendation of acceptance to the County on the Contractor's monthly pay estimate.
- Manage Contractor receipt and dispersal of Contractor submittals to the *GEC*, then back to the Contractor.
- Revise or update the storm water pollution prevention plan in accordance with TPDES Permit TXR150000 Part III Section E.
- Identify construction issues that arise and advise the County in the resolution of those issues.
- Provide advice to the County in dispute negotiations and claim resolutions.
- Monitor utility relocation/adjustments for compliance with approved plans for the *Project*.
- Monitor Compliance with DBE requirements of construction contract provisions.
- Provide vehicles, communication devices (i.e cell phones, radios), computers, office supplies and internet service.
- Review and provide recommendation to the County on the acceptance of As-built drawings provided by the Contractor.
- Review Contractors final punchlist of incomplete and noncompliant construction items and perform final inspections of items prior to completion of the work and recommendation of acceptance, including coordination of walkthroughs with County and TxDOT.
- Assist County and TxDOT on audit reviews as required.
- As-built Final Plans will be signed and sealed by CEI engineer stating that the construction is in substantial compliance with the final as-built plans and specifications.
- Approve subcontractor agreements.
- Provide certification of material used at the end of the project.
- Obtain test reports from TxDOT for pre-approved material sources (such as box culverts), as required.

Provide Reports of Construction Activities

- Perform a review of the construction of the *Project* to monitor compliance with the *Designer's* plans and specifications and document construction activities using daily reports, journal, logs, or other, as necessary.
- Perform inspections in accordance with the environmental provisions of the PS&E, relating to the SW3P and provide reports to the County containing the results of the inspection.
- Perform inspections of the implemented Traffic Control Plan of the PS&E and provide inspection reports to the County.
- Provide advice to the County on modifications to the Traffic Control Plans to be provided by *the Designer*.
- Develop project progress meeting minutes and distribute to attendees.
- Provide weekly report of the construction project progress to the County and the GEC.
- Provide reports of the results of tests performed on materials used in construction in accordance with the QAP as required.
- Provide reports of Contractor compliance with DBE provisions of construction contract at the end of the project.
- Provide reports of Contractor compliance with Wage Rate provisions of construction contract at the end of the project.
- Provide notification of lane closures to TxDOT, GEC and the County received from the Contractor.
- Provide report of accidents in accordance with Section XI L. of the Agreement.

Meetings and Record Keeping

- Attend Pre-Bid and Pre-Construction Conferences.
- Attend project progress meetings.
- Maintain all records as detailed in the QAP for delivery to the County at project completion.
- Maintain a status report of change orders, RFIs, barricade inspection reports, schedule updates, shop drawing review and time extensions.
- Maintain current set of plans and specifications at project completion.
- Maintain list of contact information of stakeholders including County, TxDOT, cities, law enforcement, schools and emergency personnel.
- Provide weekly pictures of construction progress to be transmitted to the County with weekly progress report.

Materials Testing

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

Survey

- As requested by the GEC, review the data supplied by the County, check the horizontal and vertical control in the field, and compare the results with the supplied data. Provide compliance/non-compliance report to the County.
- Provide a field crew to check the contractor horizontal and vertical results of constructed facilities periodically for the *Project*. Provide compliance/non-compliance report to the County.

* The Engineer will perform Additional Services consisting of Engineering Construction Management tasks, other than those identified above, as requested by the County. Engineer shall perform these Additional Services within the maximum amount payable, as set forth in Part 2

below. However, to the extent that such Additional Services cause the maximum amount payable, as identified in Part 2 below to be exceeded, the County agrees to increase the maximum amount payable in the amount of no more than the total of all such Additional Services.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $1,186,379.00.

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

Part 5. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2011, unless extended by a Supplemental Work Authorization.

Part 6. 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 _____, 2010.

ENGINEER:
Raba-Kistner Infrastructure, Inc.

By: John A. Roberts
Signature

John A. Roberts
Printed Name

Vice President
Title

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

ok
my 11/01/2010

Task	Position/Service Description	Unit	2010 Rate	2011 Rate	Sep-10		Oct-10		Nov-10		Dec-10		Jan-11		Feb-11		Mar-11		Apr-11		May-11		Jun-11		Jul-11		Aug-11		Sep-11		Oct-11		Nov-11		Dec-11		Total
	CONSTRUCTION MANAGEMENT				Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	
P.E.S.	Project Manager	hr	$232.46	$240.59	45	$10,460.51	100	$23,245.58	100	$23,245.58	90	$20,921.02	100	$24,059.18	32	$7,698.94	32	$7,698.94	40	$9,623.67	32	$7,698.94	32	$7,698.94	32	$7,698.94	32	$7,698.94	16	$3,849.47	16	$3,849.47	16	$3,849.47	8	$1,924.73	$171,222.31
P.E.S.	Resident Engineer	hr	$117.83	$121.96	25	$2,945.87	225	$26,512.82	180	$21,210.26	180	$21,210.26	225	$27,440.77	180	$21,952.61	180	$21,952.61	225	$27,440.77	180	$21,952.61	180	$21,952.61	225	$27,440.77	180	$21,952.61	180	$21,952.61	225	$27,440.77	160	$19,513.43	160	$19,513.43	$352,384.82
P.E.S.	Senior Inspector	hr	$74.99	$77.61			225	$16,871.79	180	$13,497.44	180	$13,497.44	225	$17,462.31	180	$13,969.85	180	$13,969.85	225	$17,462.31	180	$13,969.85	180	$13,969.85	225	$17,462.31	180	$13,969.85	180	$13,969.85	225	$17,462.31	160	$12,417.64	160	$12,417.64	$222,370.24
P.E.S.	Inspector	hr	$82.45	$85.37	9	$742.32	100	$8,248.00	80	$6,598.40	80	$6,598.40	100	$8,536.68	80	$6,829.34	80	$6,829.34	100	$8,536.68	80	$6,829.34	80	$6,829.34	100	$8,536.68	80	$6,829.34	80	$6,829.34	100	$8,536.68	80	$6,829.34	80	$6,829.34	$110,968.59
P.E.S.	Junior Inspector	hr	$64.27	$66.52																																
P.E.S.	Records Keeper	hr	$58.92	$60.98	5	$294.59	100	$5,891.74	80	$4,713.39	80	$4,713.39	100	$6,097.95	80	$4,878.36	80	$4,878.36	100	$6,097.95	80	$4,878.36	80	$4,878.36	100	$6,097.95	80	$4,878.36	80	$4,878.36	100	$6,097.95	80	$4,878.36	80	$4,878.36	$79,031.77
P.E.S.	Administrative Technician	hr	$59.99	$62.09																																
P.E.S.	Environmental Quality Specialist	hr	$163.00	$168.71	9	$1,467.00	16	$2,608.00	16	$2,608.00	16	$2,608.00	8	$1,349.64					8	$1,349.64											8	$1,349.64					$14,689.56
	Subtotal Construction Management					$15,910.29		$83,377.93		$71,873.06		$69,548.50		$84,946.52		$55,329.10		$55,329.10		$70,611.01		$55,329.10		$55,329.10		$68,686.28		$55,329.10		$51,479.63		$64,736.81		$47,488.25		$45,563.51	$950,667.29
	MATERIAL TESTING																																			
1	**Field Technician (2 hr. minimum)**																																			
1.1	Junior Soil Technician	hr	$49.49	$51.22			50	$2,474.53	50	$2,474.53	50	$2,474.53	40	$2,048.91	20	$1,024.46																					$10,496.96
1.2	Senior Technician (Soils or Concrete)	hr	$56.24	$58.21			31	$1,743.42	31	$1,743.42	31	$1,743.42	31	$1,804.44	31	$1,804.44	31	$1,804.44	31	$1,804.44	31	$1,804.44	31	$1,804.44	31	$1,804.44	31	$1,804.44	31	$1,804.44	31	$1,804.44					$23,274.64
1.3	Concrete Technician (ACI Grade I)	hr	$49.49	$51.22			6	$296.94	6	$296.94	6	$296.94	6	$307.34	6	$307.34	6	$307.34	4	$204.89																	$2,017.73
1.4	**Asphalt Technician**																																			
1.4.1	TxDOT Certified Technician (Level IA and IB)	hr	$49.49	$51.22					64	$3,167.40	72	$3,563.32	88	$4,507.60	88	$4,507.60	88	$4,507.60	88	$4,507.60	88	$4,507.60	160	$8,195.64	32	$1,639.13											$39,103.51
1.4.2	TxDOT Certified Technician (Level II)	hr	$56.24	$58.21					10	$562.39	10	$562.39	12	$698.49	12	$698.49	12	$698.49	12	$698.49	12	$698.49	12	$698.49	10	$582.08											$5,897.82
2	**Field Testing Equipment (2 hr. minimum, technician time not included)**																																			
2.1	Vehicle	mi	$0.50	$0.50	4787	$2,393.50	4787	$2,393.50	4787	$2,393.50	4787	$2,393.50	4787	$2,393.50	4787	$2,393.50	4787	$2,393.50	4787	$2,393.50	4787	$2,393.50	4787	$2,393.50	4787	$2,393.50	4787	$2,393.50	4787	$2,393.50	4787	$2,393.50	4787	$2,393.50	4787	$2,393.50	$38,296.00
2.2	Concrete/Asphalt Coring Equipment	hr	$33.74	$34.92							3	$101.23	3	$104.77	3	$104.77	3	$104.77	3	$104.77	3	$104.77	3	$104.77	3	$104.77											$834.65
2.2.1	Core Bit Charges																																			
2.2.1.1	3 Inch Diameter Core	ea	$3.96	$4.10																																
2.2.1.2	4 Inch Diameter Core	ea	$5.03	$5.21																																
2.2.1.3	6 Inch Diameter Core	ea	$6.75	$6.99					4	$26.99	8	$53.99	8	$55.88	8	$55.88	4	$27.94	4	$27.94	4	$27.94	4	$27.94	4	$27.94											$332.44
3	**Testing of Soils and Base Materials**																																			
3.1	Sampling	hr	$49.49	$51.22																																
3.2	Field Nuclear Density (TEX-115-E)	ea	$35.99	$37.25			16	$575.89	16	$575.89	16	$575.89	16	$596.05	16	$596.05	16	$596.05	16	$596.05	16	$596.05	16	$596.05	16	$596.05											$5,800.00
3.3	Sample Preparation (TEX-101-E)	ea	$52.92	$54.77			8	$423.35	8	$423.35	8	$423.35	8	$438.17	8	$438.17	4	$219.08	4	$219.08	4	$219.08	4	$219.08	4	$219.08											$3,460.87
3.4	Natural Moisture Content (TEX-103-E)	ea	$18.00	$18.63			8	$143.97	8	$143.97	8	$143.97	6	$111.76	2	$37.25																					$580.93
3.5	Sieve Analysis (TEX-110-E)	ea	$65.24	$67.52			4	$260.95	4	$260.95	4	$260.95	4	$270.08	4	$270.08																					$1,323.02
3.6	Atterberg Limits (Liquid & Plastic Limits) (TEX-104-E,TEX-105-E,TEX-106-E)	ea	$65.24	$67.52			4	$260.95	4	$260.95	4	$260.95	4	$270.08	4	$270.08																					$1,323.02
3.7	Percent Passing No. 200 Sieve (TEX-111-E)	ea	$41.67	$43.13			4	$166.68	4	$166.68	4	$166.68	4	$172.52	4	$172.52																					$845.08
3.8	Bar Linear Shrinkage of Soils (TEX-107-E) if required by spec	ea	$52.92	$54.77																																
3.9	Moisture Density Relationship (TEX-113-E) Compaction Test	ea	$236.21	$244.47			1	$236.21	1	$236.21	1	$236.21	1	$244.47	1	$244.47	1	$244.47																				$1,442.03
3.10	Moisture Density Relationship (TEX-114-E, Part I) Compaction Test	ea	$236.21	$244.47																																
3.11	Moisture Density Relationship (TEX-114-E, Part II) Compaction Test	ea	$258.70	$267.76																																
3.12	Texas Triaxial Compression Test on Base Material TEX-117-E, Part II: Including the following:	ea	$1,660.40	$1,925.51																																
3.13	Molding, Curing, and Testing 8 Specimens	ea	$1,181.03	$1,222.36																																
3.3	Sample Preparation (TEX-101-E)	ea	$52.92	$54.77																																
3.5	Sieve Analysis (TEX-110-E)	ea	$65.24	$67.52																																
3.6	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	ea	$65.24	$67.52																																
3.8	Bar Linear Shrinkage of Soils (TEX-107-E)	ea	$52.92	$54.77																																
3.9	Moisture Density Relationship (TEX-113-E) Compaction Test	ea	$236.21	$244.47																																
3.14	Wet Ball Mill (TEX-116-E)	ea	$206.96	$214.20																																
3.15	Soil Specific Gravity (TEX-108-E)	ea	$61.92	$64.08																																-
3.16	Soil Lime Compression Test (TEX-121-E)	ea	$67.49	$69.85																																
3.17	Resistivity of Soils (TEX-129-E)	ea	$89.98	$93.13																																
3.18	Lime Series Curve (TEX-112-E)	point	$89.98	$93.13			4	$359.93	4	$359.93	4	$359.93	2	$186.26	2	$186.26																					$1,452.32
3.19	pH of Soil (TEX-128-E)	ea	$80.34	$83.15																																
	Thickness (TEX-140-E)	ea	$45.00	$46.58			5	$225.00	5	$225.00	5	$225.00	5	$232.88	5	$232.88	5	$232.88																				$1,373.63
	Determining Sulfate Content in Soils (TEX-145-E)	ea	$80.30	$83.11			20	$1,606.00	20	$1,606.00	20	$1,606.00	20	$1,662.21																							$5,480.21
4	**Testing of Concrete**																																			
4.1	Sampling	hr	$49.49	$51.22																																
4.2	Aggregate Gradation Analysis (TEX-401-A)	ea	$65.24	$67.52			1	$65.24	1	$65.24	1	$65.24	1	$67.52	1	$67.52	1	$67.52																				$398.28
4.3	Specific Gravity of Aggregate (TEX-403-A) (Includes Absorption)	ea	$50.67	$52.44			1	$50.67	1	$50.67	1	$50.67	1	$52.44	1	$52.44	1	$52.44																				$309.33
4.4	Unit Weight of Aggregate	ea	$33.74	$34.92			1	$33.74	1	$33.74	1	$33.74																										$101.23
4.5	Abrasion Test (TEX-410-A)	ea	$224.96	$232.83																																
4.6	Decantation (TEX-406-A)	ea	$28.17	$29.15			1	$28.17	1	$28.17			1	$29.16																								$85.51
4.7	Organic Impurities (TEX-408-A)	ea	$44.99	$46.57			1	$44.99			1	$44.99			1	$46.57																						$136.55
4.8	Soundness, Sodium, or Magnesium (TEX-411-A)	cyc	$65.24	$67.52																																
4.9	Concrete Cylinder Compressive Strength (TEX-418-E)	ea	$22.50	$23.28			4	$89.98	4	$89.98	4	$89.98	4	$93.13	4	$93.13	4	$93.13																				$549.35
4.10	Beam Flexural Strength (TEX-420-A or TEX-448-A)	ea	$35.99	$37.25																																
4.11	Coarse Aggregate Angularity (Superpave)	ea	$67.49	$69.85																																
4.12	Fine Aggregate Angularity (Superpave)	ea	$67.49	$69.85																																
4.13	Flat, Elongated Particles (TEX-224-F)	ea	$67.49	$69.85																																
4.14	Deleterious materials (Clay Lumps/Friable Part I) (TEX-413-A)	ea	$59.67	$61.76			1	$59.67																												$59.67
4.15	Sand Equivalent (Clay Content) (TEX-203-A)	ea	$53.56	$55.44			1	$53.56																												$53.56
5	**Testing of HMAC (Testing Performed at OVR Lab)**																																			
5.1	Sampling	hr	$49.49	$51.22																																
5.2	Specimen Molding, Bulk Density (3 per set)	ea	$62.13	$64.31					21	$1,304.75	21	$1,304.75	21	$1,350.42	21	$1,350.42	21	$1,350.42	21	$1,350.42	21	$1,350.42	21	$1,350.42	21	$1,350.42	3	$192.92									$12,255.35
5.3	Gradation and Asphalt Content (TEX-236-F)	ea	$208.14	$215.42					6	$1,248.83	6	$1,248.83	6	$1,292.54	6	$1,292.54	5	$1,077.12	5	$1,077.12	5	$1,077.12	5	$1,077.12	5	$1,077.12	4	$861.70									$10,252.93
5.4	Maximum Theoretical Specific Gravity, Rice Method (TEX-227-F)	ea	$44.99	$46.57					21	$944.82	21	$944.82	21	$977.89	21	$977.89	21	$977.89	21	$977.89	21	$977.89	21	$977.89	21	$977.89	3	$139.70									$8,874.56
5.5	Specific Gravity, Bulk	ea	$22.50	$23.28					21	$472.41	21	$472.41	21	$488.94	21	$488.94	21	$488.94	21	$488.94	21	$488.94	21	$488.94	21	$488.94	3	$69.85									$4,437.28
5.6	Sand Equivalent (TEX-203-F)	ea	$53.56	$55.44																																
	Fineness Modulus	ea	$11.00	$11.39			1	$11.00																												$11.00
	Voids in Mineral Aggr. (VMA) (TEX-207-F) (Calc. only)	ea	$15.00	$15.53					21	$315.00	21	$315.00	21	$326.03	21	$326.03	21	$326.03	21	$326.03	21	$326.03	21	$326.03	21	$326.03	3	$46.58									$2,958.76
	Moisture Content (TEX-212-F)	ea	$20.00	$20.70					1	$20.00																										$20.00
	Hamburg Wheel Tracke (TEX-242-F)	ea	$575.00	$595.13					3	$1,725.00																										$1,725.00
	In-Place Air Voids (TEX-207-F)	ea	$30.00	$31.05					21	$630.00	21	$630.00	21	$652.05	21	$652.05	21	$652.05	21	$652.05	21	$652.05	21	$652.05	21	$652.05	3	$93.15									$5,917.50
6	**Engineering Consultation**																																			
6.1	Senior Consultant/Project Principal	hr	$134.97	$139.70					8	$1,079.79	8	$1,079.79																									$2,159.59
	Subtotal Materials Testing					$2,393.50		$11,604.35		$22,932.53		$21,728.60		$21,435.54		$18,691.77		$16,441.19		$15,429.21		$15,224.32		$18,912.36		$12,024.01		$4,740.13		$4,197.94		$4,197.94		$2,393.50		$2,393.50	$194,740.28
	SURVEY CONSTRUCTION QA - Subcontractor (SAM, Inc)																																			
Survey	Project Manager	hr	$149.97	$155.22	3	$449.91	3	$449.91					3	$465.66	3	$465.66					3	$465.66	3	$465.66					3	$465.66	3	$465.66					$3,693.80
Survey	Surveyor (RPLS)	hr	$133.90	$138.59																																
Survey	Survey Tech	hr	$91.05	$94.24	4	$364.22							4	$376.96							4	$376.96							4	$376.96						$1,495.11
Survey	Clerk	hr	$53.56	$55.44																																
Survey	2-Person GPS Crew	hr	$187.46	$194.03	40	$7,498.58							40	$7,761.03							40	$7,761.03							40	$7,761.03						$30,781.65
Survey	2-Person Crew	hr	$133.90	$138.59																																
Survey	3-Person Crew	hr	$155.33	$160.76																																
	Subtotal Survey Construction QA					$8,312.71		$449.91						$8,603.65		$465.66						$8,603.65		$465.66						$8,603.65		$465.66				$35,970.56
	TOTAL COST					**$26,616.49**		**$95,432.20**		**$94,805.59**		**$91,277.00**		**$114,985.71**		**$74,486.53**		**$71,770.28**		**$85,940.23**		**$79,167.07**		**$74,707.12**		**$80,610.29**		**$60,069.23**		**$64,281.22**		**$69,400.41**		**$49,881.75**		**$47,957.01**	**$1,181,379**

Bury+Partners CR 119/CR 100 (US 79 to Chandler Rd.) PSA
Commissioners Court - Regular Session

Date: 11/16/2010
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Contract Oversight:
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Bury+Partners, Inc. Professional Service Agreement (PSA) for the CR 119/CR 100 (US 79 to Chandler Rd.) Road Bond Program project.

Background

This is the same contract/Professional Service Agreement (PSA) that appeared on the March 30, 2010 Commissioners Court Agenda and was pulled. No changes have been made to the document.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Link: CR 119 Bury+Partners PSA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	11/10/2010 09:49 AM	APRV
2	Jim Gilger	Jim Gilger	11/10/2010 10:22 AM	APRV
3	County Judge Exec Asst.	Wendy Coco	11/10/2010 01:32 PM	APRV

Form Started By: Marie Walters — Started On: 11/09/2010 02:52 PM

Final Approval Date: 11/10/2010

Bury+Partners
ENGINEERING SOLUTIONS

February 12, 2010
Revised March 9, 2010
Revised March 19, 2010

Proposal No. 10-046A

Mr. Robert B. Daigh, P.E.
Senior Director of Infrastructure
Williamson County
3151 S.E. Inner Loop
Georgetown, Texas 78676

RE: Proposal for Professional Engineering and Surveying Services
County Road 119 from U.S. 79 to Chandler Road
Williamson County, District 4
Hutto, Williamson County, Texas

Dear Mr. Daigh:

We appreciate the opportunity to submit this proposal for professional engineering and surveying services associated with the design and construction of County Road (CR) 119 from U.S. 79 to Chandler Road located in Williamson County, District 4 in Hutto, Williamson County, Texas. The project consists of design for 3.1 miles of two (2) lanes (36 feet of pavement) with shoulders, utilizing AutoCAD Civil 3D Software.

ASSUMPTIONS

In preparing this proposal, we have made the following assumptions:

- We will prepare all electronic files utilizing **AutoCAD Civil 3D Software**.
- There are no boundary problems, disputes or lawsuits associated with the tract, which would affect completion of the survey.
- The County will provide ROE.
- The County will provide necessary title work.
- Surveyor's standard certification is acceptable.
- No Federal Emergency Management Agency flood plan modification is required.
- No construction phase surveying services are included.
- Soil boring stake out is not included.

BURY+PARTNERS, INC.
221 West Sixth Street, Suite 600
Austin, Texas 78701

TEL (512) 328-0011
FAX (512) 328-0325

www.burypartners.com

- Any covenants, restrictions or any other similar documents will be prepared by your attorney.
- This project will not encounter significant opposition from City, County, or State review agencies, neighborhood groups, environmental groups, etc.

Sub-consultants

The following services are excluded unless specifically included in this proposal.

- Geotechnical engineering, pavement design, materials testing, soil borings or analysis.
- Environmental site assessments, wetlands, endangered species, jurisdictional boundaries, and KARST feature investigations will be provided by the County.
- Design franchise utility services for electricity, gas, cable, telephone, etc.

We appreciate the opportunity to submit this proposal and look forward to assisting you in the development of this project. Upon your review of this proposal, please call if you have any questions.

Sincerely,

Chris Randazzo, P.E., LEED AP
Senior Associate/Senior Project Manager

Charles E. Fowler, Jr., P.E.
Principal

Contract No. CR 119 - Bury & Partners

RECEIVED
MAR 2 2 2010
BY: PSI

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: _____
- ☑ Contractors Qualification Statement – Appendix B pre-qualified - short list interview selection
- ☑ Insurance
  - ○ Worker's Compensation
  - ○ Commercial General Liability Insurance
  - ○ Automobile Liability Insurance
  - ○ Professional Liability Errors and Omissions Insurance
  - ○ Self Insurance Documentation
  - ○ Insurance Certificates for Subcontractors and/or Sub-consultants
  - ○ Approval of Insurance by County

Course of Work

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

Contract No. _____

Notices (as applicable)

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

Documentation for Payment

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

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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Contract No. _____

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Professional Services Agreement (**the "Agreement"**) is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (***the "County"***) and Bury+Partners, Inc. (***the "Engineer"***).

WHEREAS, ***County*** proposes to construct a roadway as part of the 2006 Road Bond Program;

WHEREAS, ***County*** desires to obtain professional services for engineering design of various roadways under the 2006 Road Bond Program including CR 119/CR 100 from existing CR 119 to U.S. 79 to Chandler Road (***the "Project"***);

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

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

Section I
Employment of the Engineer

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

Section II
Basic Services of the Engineer

A. In consideration of the compensation herein provided, ***Engineer*** shall perform professional engineering services for the ***Project***, which are acceptable to the ***County Judge***, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. ***Engineer*** shall also serve as ***County's*** professional engineer in those phases of the ***Project*** to which this Agreement applies and will consult with and give advice to ***County*** during the performance of ***Engineer's*** services.

B. ***Engineer*** shall not commence work until ***Engineer*** has been thoroughly briefed on the scope of the ***Project*** and has been notified in writing by the ***County Judge*** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

C. ***County*** shall provide ***Engineer*** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular ***Project*** at no cost to ***Engineer***; however, any and all such information shall remain the property of ***County*** and shall be returned, if the ***County Judge*** so instructs ***Engineer***.

D. ***Engineer*** shall perform the following Basic Scope of Services:

1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the ***Project***, including any Public Hearings, satisfactory to the ***County Judge*** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

2. The following documents shall be used in the development of the ***Project***:

   a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
   b. Texas Department of Transportation Construction Manual, latest edition
   c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
   d. National Environmental Policy Act (NEPA)
   e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
   f. Americans with Disabilities Act (ADA) Regulations
   g. U.S. Army Corps Regulations
   h. Southern Building Code, latest edition
   i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
   j. National Electrical Code, latest edition
   k. Williamson County Design Criteria & Project Development Manual, latest edition
   l. TxDOT Bridge Division Foundation Manual, latest edition

3. Design Criteria Order of Precedence: Design Criteria for the ***Project*** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.

4. As part of the Scope of Services, ***Engineer*** shall submit its work products to ***County*** for review at regular intervals.

5. The detailed Scope of Services for the ***Project*** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III
Fee schedule

A. For and in consideration of the performance by ***Engineer*** of the work described in the Scope of Services, ***County*** shall pay and ***Engineer*** shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by ***Engineer*** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.

B. For the performance of services not specifically described in the Scope of Services ***Engineer*** shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of ***Engineer's*** services as basic or additional services under this agreement, the decision of the ***County Judge*** shall be final and binding on ***Engineer***.

Section IV
Period of Service

A. ***Engineer*** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.

B. This Agreement shall become effective upon the date approved by ***County*** and will remain in full force and effect for the period required for the design, construction contract award and construction of the ***Project***, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. ***Engineer*** shall complete all design work as described in the Scope of Services within 365 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 SectionVI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages

H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V
Coordination with the County

A. The ***County Judge*** will act on behalf of ***County*** with respect to the work to be performed under this Agreement. The ***County Judge*** shall have complete authority to interpret and define ***County's*** policies and decisions with respect to ***Engineer's*** services. The ***County Judge*** may designate representatives to transmit instructions and receive information.

B. ***Engineer*** shall not commence work on any phase of the ***Project*** until a thorough briefing on the scope of the ***Project*** is received and a written Work Authorization is issued by the ***County Judge*** in substantially the form of Attachment A to Exhibit I.

C. ***Engineer*** shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that ***Engineer*** shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.

D. ***Engineer*** shall have the responsibility at all times under the terms of this Agreement to advise ***County*** whether in ***Engineer's*** judgment it is feasible to proceed with the recommendations given any constraints affecting the ***Project***.

E. ***Engineer*** shall cooperate and coordinate with ***County's*** staff, and other engineers and contractors as reasonable and necessary and as required by the ***County Judge***.

Section VI
Review of Work Product

A. ***Engineer's*** engineering work product will be reviewed by ***County*** under its applicable technical requirements and procedures.

B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by ***Engineer*** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product submitted to ***County*** shall be determined by ***County*** within thirty (30) days of such submittal and ***County*** shall notify ***Engineer*** in writing within such 30-day period if such work product has been found to be incomplete.

C. If the submission is complete, ***County*** shall notify ***Engineer*** and ***County's*** technical review process will begin.

D. If the submission is incomplete, ***County*** shall notify ***Engineer***, who shall perform such professional services as are required to complete the work and resubmit it to ***County***. This process shall be repeated until a submission is complete.

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

F. After acceptance, ***Engineer*** shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the ***County Judge***. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

G. After approval of final engineering work products, ***Engineer*** shall without additional compensation perform any work required as a result of ***Engineer's*** development of the products which is found to be in error or omission due to ***Engineer's*** negligence. However, any work required or occasioned for the convenience of ***County*** after approval of a final product shall be paid for as Additional Services.

H. In the event of any dispute over the classification of ***Engineer's*** work products as complete, accepted, or approved under this Agreement, the decision of the ***County Judge*** shall be final and binding on ***Engineer,*** subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII
Revision to Work Product

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

Section VIII
Engineer's Responsibility and Liability

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

B. ***Engineer*** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the ***County Judge*** regarding county permitting or similar requirements properly waivable by the ***County Judge***.

C. Acceptance and approval of the final plans by ***County*** shall not release ***Engineer*** of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by ***County*** shall be an assumption of responsibility or liability by ***County*** for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by ***Engineer***.

D. **_ENGINEER_ SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS _COUNTY_, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF _ENGINEER_ OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, _ENGINEER_ SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**

E. ***Engineer's*** opinions of probable ***Project*** cost or construction cost represent ***Engineer's*** professional judgment as a design professional familiar with the construction industry, but ***Engineer*** does not guarantee that proposals, bids, or the construction cost, itself, will not vary from ***Engineer's*** opinions of probable cost.

F. ***Engineer*** shall perform all services and responsibilities required of ***Engineer*** under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.

G. ***Engineer*** represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that ***Engineer*** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of ***County***, to perform the services when and as required and without delays. It is understood that ***County*** will approve assignment and release of all key ***Engineer*** and professional personnel.

H. All employees of ***Engineer*** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of ***Engineer***, who in the opinion of ***County*** is incompetent or whose conduct becomes detrimental to the work or coordination with ***County***, shall upon ***County's*** and/or ***County Judge's*** request be immediately removed from association with the ***Project***.

I. ***Engineer*** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

J. ***Engineer*** shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to ***County***, as required by law.

K. ***Engineer*** is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of ***Engineer*** shall be classified as an employee of ***County***.

Section IX
Ownership of Documents

A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by ***Engineer*** are the property of ***County*** and upon completion of the work or termination of this Agreement or as otherwise instructed by ***County*** and/or ***County Judge,*** shall be delivered to ***County*** in an organized fashion with ***Engineer*** retaining a copy.

B. Any reuse by ***Engineer*** of any such documents described in subsection A above, without the specific written consent of ***County*** shall be at ***Engineer's*** sole risk and without liability or legal exposure to ***County***. Should ***Engineer*** be terminated, ***Engineer*** shall not be liable for ***County's*** use of partially completed designs, plans, or specifications on this ***Project*** or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by ***Engineer***, or Surveyor, as applicable, as specified by professional standards.

C. ***Engineer*** will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and ***County's*** respective engineers and contractors, without the specific written consent of ***Engineer***. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X
Maintenance of and Right of Access to Records

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

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

C. ***Engineer*** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that ***County*** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that ***County*** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. ***County*** shall give sub-consultant reasonable advance notice of intended audits.

D. ***Engineer*** and sub-consultant agree to photocopy such documents as may be requested by ***County***. ***County*** agrees to reimburse ***Engineer*** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI
Miscellaneous

A. ***Severability.*** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

B. ***Venue and Governing Law.*** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

C. ***Equal Opportunity in Employment. Engineer*** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.

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

(1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for ***Engineer***) to solicit or secure the work provided by the Agreement.

(2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.

(3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for ***Engineer***) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER: Bury+Partners, Inc.
221 West Sixth Street, Suite 600
Austin, Texas 78701

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

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

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

ok

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

and to: Williamson County Director of Infrastructure
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
Attn: Robert B. Daigh, P.E.

and to: _____
_____
_____

F. ***Insurance Requirements.*** ***Engineer*** agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.

G. ***Property Taxes.*** Notwithstanding anything to the contrary herein, to the extent ***County*** becomes aware that ***Engineer*** is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, ***Engineer*** hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, ***County*** shall not have an affirmative duty to determine if ***Engineer*** is delinquent in the payment of property taxes.

H. ***Successors and Assigns.*** This Agreement shall be binding upon and inure to the benefit of ***County*** and ***Engineer*** and their respective successors, executors, administrators, and assigns. Neither ***County*** nor ***Engineer*** may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

I. ***Bidding Exemption.*** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

J. ***Taxpayer Identification.*** ***Engineer*** shall provide to ***County Judge*** upon submittal of ***Engineer's*** initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.

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

L. ***Reports of Accidents.*** Within 24 hours after ***Engineer*** becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the ***Engineer***), whether or not it results from or involves any action or failure to act by the ***Engineer*** or any employee or agent of the ***Engineer*** and which arises in any manner from the performance of this Agreement, the ***Engineer*** shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The ***Engineer*** shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the ***Engineer***, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the ***Engineer***'s performance of work under this Agreement.

M. ***Definition of Engineer.*** The term "***Engineer***" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

N. ***Gender, Number and Headings.*** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.

P. ***Entity Status.*** By my signature below, I certify that ***Engineer*** is a 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.

EXECUTED this_____ day of _____, 2010.

THE ENGINEER:
BURY+PARTNERS, INC.

WILLIAMSON COUNTY:

BY: _____ BY: _____

Printed Name: Charles E. Fowler, Jr., P.E.

Title: Principal

_____
Williamson County Judge

Reviewed as to Form By: _____
Assistant County Attorney

Funds Verified By: _____
County Contract Auditor

OK

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

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

SECTION 1 - BASIS FOR COMPENSATION

1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of $778,632.50.

1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.

1.3 ***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 $856,495.75 , 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.***

5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at www.wilco.org.

ATTACHMENT A

WORK AUTHORIZATION NO. 1

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

Part1. The ***Engineer*** will provide the following engineering services:

A. Preliminary Engineering
B. Drainage Study
C. Design Survey
D. Construction Documents (with 30%, 60%, 90% and 100% submittals)
E. Structural Drainage Crossings (two (2) max)
F. Project Meetings
G. Bidding Services
H. Geotechnical for Structures
I. Right-of-Way Descriptions (50 max)
J. Reimbursables

Part 2. The maximum amount payable for services under this Work Authorization without modification is $778,632.50.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on March 23, 2011, 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 _____, 2010.

ENGINEER:
Bury+Partners, Inc.

By:_____
Signature

CHARLES FULLER JR
Printed Name

PRINCIPAL
Title

COUNTY:
Williamson County, Texas

By:_____
Signature

_____
Printed Name

County Judge
Title

ok

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT A
"Services to be provided by the County"

1. County will provide and secure right-of-entry for all proposed right-of-way (ROW) acquisitions. The County will also provide an agent to secure the proposed ROW.

2. County will provide all necessary title work on properties to be acquired for ROW.

3. County will provide an environmental assessment of the existing and proposed ROW, identifying and locating jurisdictional and archeological features.

4. County will provide a geotechnical report and pavement recommendation for the proposed roadway.

EXHIBIT B
"Services to be provided by the Engineer"

A. Preliminary Engineering/Alignments Study

In this phase, we will meet with local jurisdiction and utility providers to gather information about easements, utilities, and right-of-way's (ROWs) within the area. With this information we will develop up to three (3) routes to serve the proposed 120 feet of ROW and develop the proposed roadway.

1. Based on these alignments, Bury+Partners, Inc. will prepare a conceptual estimate and number of parcels required for ROW.

B. Drainage Study

Several culvert crossings and potentially two (2) bridge structures will be required for this roadway. A drainage analysis will be necessary to design these crossings and bridge structures.

1. Prepare a HEC-HMS hydrologic model to develop the required stormwater hydrograph(s) to be routed using the HEC-RAS model.

2. Perform topographic surveys, as required, to develop channel cross-section and related information needed for input to run a HEC-HMS model.

3. Bury+Partners, Inc. will recommend locations for drainage easements, as needed.

4. Submit this preliminary study to the Williamson County engineer for review and comment.

5. Incorporate the client's comments into the final report.

C. Design Survey

1. Route Design Verification of County Provided Topography

Bury+Partners, Inc. will provide an on-the-ground survey. The topographic survey will be based on an on-the-ground survey and will be produced at a one (1)-foot contour interval. We will prepare a list of owners and addresses of each affected property. Williamson County will prepare and secure Right-of-Entry (ROE) letters.

D. Public Paving and Drainage Construction Documents

We will prepare engineering construction documents for this roadway and associated drainage system for review and approval by Williamson County (**Utilizing AutoCAD Civil 3D Software**). The design section and length of roadway are 36 feet of pavement 3.1 miles in length and providing for 120 feet of ROW. These documents will include plan/profile, details, and other Williamson County required items for review and approval. We have assumed that no utilities (other than drainage) will be required in the roadway. The drawings will be prepared at a scale of 1" = 100' Horizontal and 1" = 10' vertical. We will produce drawings a 30%, 60%, 90%, and 100% completion for your review and approval.

1. **(Conceptual Design)** - The key function of the conceptual design phase is to define key project elements such as horizontal and vertical alignment sufficient to verify their adherence to project design criteria. During the conceptual design phase we will conduct the following:

   - Define project design criteria.
   - Collect existing data (maps, reports, soil-date, property ownerships, etc.).
   - Conduct field reconnaissance once ROE has been secured by Williamson County.
   - Establish centerline geometry in the field and plot.
   - Establish schematic alignment and profile from existing data and field investigations.
   - Determine ROW and easement requirements, road section, and utility requirements.

   The conclusion of this phase will be the preparation of a concept design report that summarizes the information, design recommendations, design schematics and cost estimates for this phase.

2. **(Preliminary Design, 30% completion)** - Bury+Partners, Inc. will submit 30% plans, specifications and estimates with the information outlined and required by Chapter 7 of the Williamson County Criteria Manual.

3. **(Preliminary, 60% completion)** - Bury+Partners, Inc. will submit 60% plans, specifications and estimates with the information outlined and required by Chapter 7 of the Williamson County Criteria Manual.

4. **(Final Design Plan, 90% completion)** - Bury+Partners, Inc. will submit 90% plans, specifications and estimates with the information outlined and required by Chapter 7 of the Williamson County Criteria Manual. Bury+Partners, Inc. will prepare and submit Texas Department of Transportation driveway permit for connection to U.S. 79.

5. **(Final Construction Documents, 100% completion)** - Bury+Partners, Inc. will submit 100% plans, specifications and estimates with the information outlined and required by Chapter 7 of the Williamson County Criteria Manual. Bury+Partners, Inc. will prepare the Project Construction Manual using the template provided by Williamson County.

E. Proposed Bridge - Structural Design

The following tasks will be necessary to design one or possibly two (2) bridge structures across Cottonwood Creek:

1. Bridge Design and Details (FC 170)

   a. Bury+Partners, Inc., or our sub-consultant will submit a Preliminary Engineering Report that briefly discusses the selected bridge type and the findings of the preliminary engineering investigation. The Preliminary Engineering Report will also contain estimated probable costs for the recommended bridges.

   b. Bury+Partners, Inc., or our sub-consultant will create bridge layout sheets for each bridge. The bridge layout sheets will include the bridge plan, profiles, proposed structure types, existing topographic and utility information, stream flow information, design and peak year high water elevations and hydraulic information. Bridge layout sheets will have the same horizontal and vertical scale and will follow TxDOT Bridge Division policies, specifications, and procedures.

   c. Bury+Partners, Inc., or our sub-consultant will submit the preliminary bridge layouts to the County for review and approval prior to final design.

   d. Bury+Partners, Inc., or our sub-consultant will complete final bridge layout sheets and incorporate County comments made during the preliminary bridge layout review.

   e. Bury+Partners, Inc., or our sub-consultant will design and prepare custom detail sheets for the abutments, interior bents, and spans. The Engineer will also develop any miscellaneous custom detail sheets necessary for items that are not covered by TxDOT standard drawings.

   f. Bury+Partners, Inc., or our sub-consultant will use TxDOT statewide standard drawings to the greatest extent possible. The Engineer will not redraw these standards and will not transfer his title block to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title.

   g. Bury+Partners, Inc., or our sub-consultant will calculate necessary bridge quantities and produce a detail sheet summarizing these quantities for each bridge.

h. Bury+Partners, Inc., or our sub-consultant will review the geotechnical report, determine the final foundation configuration, and design the foundations.

i. Bury+Partners, Inc. or our sub-consultant will submit the bridge detail sheets at the intermediate phase submittal to the County for their review.

j. Bury+Partners, Inc. or our sub-consultant will complete the final bridge details which incorporate County comments made during the intermediate engineering phase review.

F. Project Meetings

1. Depending on desires of the client and architect and nature of the project, the amount of project meeting time can vary drastically. We have assumed time for a nominal number of meetings in Austin (may be in Round Rock, Georgetown, or Taylor) based upon our prior experience with similar projects.

   We have budgeted one (1) project meeting two (2) hours in length per week, for a six (6) month design and approval time period, for a total of approximately 52 hours.

G. Public Bidding Services

1. Bury+Partners, Inc. will assist Williamson County by overseeing the bidding process, to include distributing the bid packages to contractors maintaining the plan holders list and attending a pre-bid conference to answer contractor questions about the construction documents. Prepare and distribute addenda as needed.

2. Assist the Williamson County with bid tabulation and prepare a letter of recommendation Williamson County regarding a recommendation of Contract Award and the apparent low bidder.

H. Geotechnical Provided by Sub-consultant

1. We will provide geotechnical investigation and recommendation, through a sub-consultant, as required for bridge and structural elements of the project design.

I. ROW Parcels - Strip Map (Up to 50 Parcels) – Field Note Preparation

1. This project will require the preparation of property descriptions (parcels) to be dedicated as ROW. These legal descriptions (fieldnotes) will be sealed by a Registered Professional Land Surveyor. A sketch will accompany each legal description.

2. Bury+Partners, Inc. will prepare filednotes for permanent easements that may be required (such as drainage easements).

3. Bury+Partners, Inc. will place pins at p4roperty corners, PC's and PT's.

4. A composite drawing will be prepared from the surveys. This composite will be prepared at a scale for approximately 1" = 100'. This information will be utilized for preparation of a final base map to prepare the roadway plan and profile.

5. Prepare fieldnotes, or easements, or description documents for conveyance of stormwater runoff.

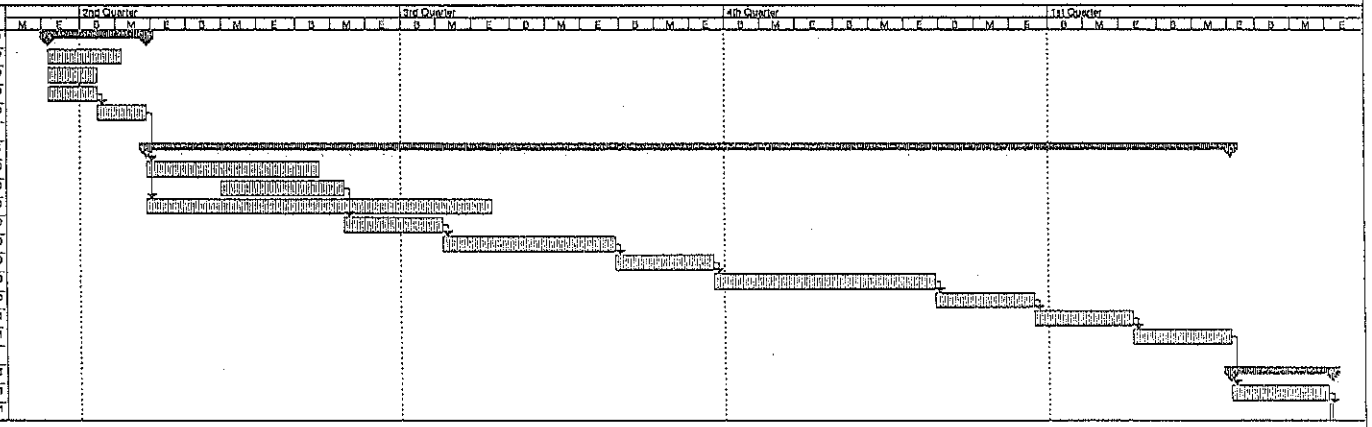
J. Reimbursables/Reproductions

Reproduction, courier and delivery services will be provided for this project and billed in accordance to our expenses will be reimbursed at actual cost. In addition, minor out-of-pocket expenses for outside reproduction, courier and review agency

EXHIBIT C
"Work Schedule"

WILLIAMSON COUNTY ROAD 119 PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**Preliminary Engineering and Surveying Process**	29 days	Tue 3/23/10	Mon 4/19/10
2	Preliminary Survey and Alignment Study	15 days	Tue 3/23/10	Mon 4/12/10
3	Preliminary Structural Report	10 days	Tue 3/23/10	Mon 4/5/10
4	Environmental Assessment (provided by County)	10 days	Tue 3/23/10	Mon 4/5/10
5	County Review and Route Selection	10 days	Tue 4/6/10	Mon 4/19/10
6				
7	**Design Process**	229 days	Tue 4/20/10	Mon 2/21/11
8	Design Survey	35 days	Tue 4/20/10	Mon 6/7/10
9	30% Design Documents	25 days	Tue 5/11/10	Mon 6/14/10
10	ROW Parcel	70 days	Tue 4/20/10	Mon 7/26/10
11	County Review	20 days	Tue 6/15/10	Mon 7/12/10
12	60% Design Documents	35 days	Tue 7/13/10	Mon 8/30/10
13	County Review	20 days	Tue 8/31/10	Mon 9/27/10
14	90% Design Documents	45 days	Tue 9/28/10	Mon 11/29/10
15	County Review	20 days	Tue 11/30/10	Mon 12/27/10
16	100% Design Documents	20 days	Tue 12/28/10	Mon 1/24/11
17	County Review	20 days	Tue 1/25/11	Mon 2/21/11
18				
19	**Bidding Process**	21 days	Tue 2/22/11	Tue 3/22/11
20	Advertise for Bid	20 days	Tue 2/22/11	Mon 3/21/11
21	Award Bid	1 day	Tue 3/22/11	Tue 3/22/11



Project: Williamson County Road 119
Date: Mon 3/8/10

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone

EXHIBIT D

We propose to provide the specific services described in the attached Professional Fee Schedule on an hourly fee basis.

Please note that the fees are based on a smooth project implementation and have assumed no major changes to the Williamson County -approved roadway plan.

FEE ESTIMATE
BPI

Exhibit "D" - Professional Fees

PROJECT:	PROJECT NO.:
Williamson County Road 119	*PROPOSAL*

			EMPLOYEES												
			MANAGING PRINCIPAL	PRINCIPAL	SENIOR ASSOCIATE	SENIOR PROJECT MANAGER	PROJECT ENGINEER VII	ENGINEER ASSOC. III	CADD DESIGNER III	CADD DESIGNER I	RPLS III	SENIOR SURVEY TECH	3-MAN SURVEY CREW	2-MAN SURVEY CREW	SUBCONSULTANT
ITEM	DESCRIPTION	ITEM COST	$192.50	$187.50	$172.50	$167.50	$142.50	$117.50	$107.50	$97.50	$144.50	$109.50	$167.50	$142.50	
A	Preliminary Engineering/ Alignment Study	$29,997.50	2	6	8	16	28	56	50	87					
B	Drainage Study	$10,025.00	2	3	4	7	16	42							
C	Design Survey	$101,947.50	2	2	6	22	16	5			102	188	108	282	
D	Public Paving and Drainage Construction Documents														
1	Conceptual Design	$26,595.00	2	6	12	24	48	22	60	32					
2	Preliminary Design (30% P,S, & E)	$42,535.00	4	16	24	40	88	44	66	32					
3	Preliminary Design (60% P,S, & E)	$99,005.00	20	44	72	120	135	82	182	61					
4	Final Design (90% P,S,& E)	$69,812.50	12	24	42	96	84	54	118	89					
5	Final Construction Documents (100% P,S,&E)	$58,350.00	8	16	32	48	76	82	126	64					
E	Proposed Drainage Crossing (Subconsultant CP&Y- See Attached)														$16,992.00
	Preliminary Structural Report with Alignment Study	$16,992.00													$46,354.00
	First Standard (60' Span) Structure	$46,354.00													$46,354.00
	Second Standard (60' Span) Structure	$46,354.00													
F	Project Meetings	$9,680.00	4	6	12	20	10	8							
G	Bidding Services	$11,800.00	4	8	16	26	12	6							
H	Geotechnical Services (for Structure)	$9,750.00													$9,750.00
	(Subconsultant Estimate)														
I	Right of Way - Parcel Descriptions and Easements	$17,740.00	2	2	12	24	20				28	12	16		
	SAM, Inc. Subconsultant	$172,695.00													$172,695.00
	(includes up to 50 individual parcel descriptions)														
J	Reimbursables Estimate (reimbursed on actual cost)														
	Printing and binding	$4,500.00													
	Mileage	$3,000.00													
	Postage and overnight delivery	$1,500.00													
	Subtotal Total:	$778,632.50													
	COMPENSATION CAP: (HOURLY TOTAL + 10%)	$856,495.75	62	133	240	443	533	401	602	365	130	200	124	282	
	TOTAL HOURS	3515.0													
	DISTRIBUTION		2%	4%	7%	13%	15%	11%	17%	10%	4%	6%	4%	8%	0%
	INDIVIDUAL COSTS		$11,935	$24,938	$41,400	$74,203	$75,953	$47,118	$64,715	$35,588	$18,785	$21,900	$20,770	$40,185	$292,145

Total Maximum Compensation (Current Fee +10%) **$856,496**

Note:

1. Fees shown above are for services as described in our March 8, 2010 proposal.
2. BPI reserves the right to self perform items currently identified as subconsulant work effort at the same cost identified based on our hourly rates and actual time incurred.

PROVIDER NAME: CP&Y, INC.

PROJECT NAME: Extension of County Road 119

FUNC	TASK DESCRIPTION	No. of Sheets	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	E.I.T.	SENIOR CADD TECH	ADMIN/ CLERICAL	TOTAL LABOR HRS.	TOTAL LABOR COSTS
164	**PROJECT MANAGEMENT**									
	Schedules, Invoices and Progress Reports		8					6	14	$2,140.00
	Plan Review Meetings - 60%, 90%		6		6				12	$2,070.00
	Project Closeout		2		2			2	6	$830.00
	Hydraulic Coordination		4		12				16	$2,420.00
	Preliminary Engineering Report		12	8	32	16			68	$9,532.00
	SUB-TOTAL								**116**	**$16,992.00**
170	**BRIDGE DESIGN**									
	CROSSING 1									
	Bridge Layout (includes RDS)	1	8	2	24	10	36		80	$10,050.00
	Bridge Typical Section	1	4	2	12	4	12		34	$4,438.00
	Bridge Quantities and Summary Sheet	1	2	1	6	8	4		21	$2,551.00
	Foundation Layout (includes fdn design)	1	2	4	8	0	8		22	$3,010.00
	Abutment No. 1 - Plan, Elevation and Detail	1	2	1	4	6	16		29	$3,427.00
	Abutment No. 4 - Plan, Elevation and Detail	1	2	1	4	6	16		29	$3,427.00
	Common Abutment Details	1	1	1	4	0	12		18	$2,220.00
	Bent Nos. 2 & 3 - Plan, Elevation and Details	1	2	2	6	12	20		42	$4,844.00
	Slab Plan and Details	2	6	2	10	16	32		66	$7,912.00
	Misc. Span Details	1	1	2	8	0	16		27	$3,345.00
	BRIDGE STANDARDS	6	2	0	2	0	4		8	$1,130.00
	SUB-TOTAL								**190**	**$46,354.00**
	CROSSING 2									
	Bridge Layout (includes RDS)	1	8	2	24	10	36		80	$10,050.00
	Bridge Typical Section	1	4	2	12	4	12		34	$4,438.00
	Bridge Quantities and Summary Sheet	1	2	1	6	8	4		21	$2,551.00
	Foundation Layout (includes fdn design)	1	2	4	8	0	8		22	$3,010.00
	Abutment No. 1 - Plan, Elevation and Detail	1	2	1	4	6	16		29	$3,427.00
	Abutment No. 4 - Plan, Elevation and Detail	1	2	1	4	6	16		29	$3,427.00
	Common Abutment Details	1	1	1	4	0	12		18	$2,220.00
	Bent Nos. 2 & 3 - Plan, Elevation and Details	1	2	2	6	12	20		42	$4,844.00
	Slab Plan and Details	2	6	2	10	16	32		66	$7,912.00
	Misc. Span Details	1	1	2	8	0	16		27	$3,345.00
	BRIDGE STANDARDS	6	2	0	2	0	4		8	$1,130.00
	SUB-TOTAL								**190**	**$46,354.00**
	SUB-TOTAL								**868**	**$109,700.00**
	GRAND TOTAL		**96**	**44**	**228**	**140**	**352**	**8**	**868**	
	CONTRACT RATE		$215.00	$165.00	$130.00	$92.00	$110.00	$70.00		
	TOTAL LABOR COSTS		$20,640.00	$7,260.00	$29,640.00	$12,880.00	$38,720.00	$560.00	$109,700.00	
	SUBTOTAL							**SUB-TOTAL LABOR**	**$109,700.00**	

Other Direct Expenses	Contract Rate	Unit	Quantity	Amount
Digital Ortho Plotting	$2.00	LF		$0.00
11"x17" Mylar	$1.00	Sheet	28	$28.00
8 1/2"x11" B/W Paper Copies	$0.10	Sheet	100	$10.00
11"x17" B/W Paper Copies	$0.15	Sheet	200	$30.00
8 1/2"x11" Color Paper Copies	$1.00	Sheet	20	$20.00
11"x17" Color Paper Copies	$1.80	Sheet	10	$18.00
Standard Postage	$0.39	Letter	6	$2.34
Overnight express-letter size	$15.00	Each		$0.00
Overnight express-oversized box	$30.00	Each		$0.00
Local Deliveries/Courier	$25.00	Each	3	$75.00
Mileage (Current Rate)	$0.550	Per Mile		$0.000

SUB-TOTAL OTHER DIRECT EXPENSES		**$183.34**
SUB-TOTAL LABOR		**$109,700.00**
TOTAL COST	**TOTAL FEE**	**$109,883.34**

Roadway: CR 119
Limits: From US 79 to Chandler Rd.

Time Materials Basis of Payment

CR 119 ROW Acquisition					Bury + Partners			GWV			
PROJECT					*CLIENT*			*BY*			
P2010-00060					Williamson			2/9/2010			
PROPOSAL NUMBER					*COUNTY*			*DATE*			
Task	Comments	2-Man Field Crew @ $130.00/hr	3-Man Field Crew @ $150.00/hr	Sr. Project Manager @$145.00/hr	Senior Tech @$85.00	Survey Tech @$75.00	Project Manager @$125.00/hr	Staff Surveyor @ $110.00/hr	Clerical Support @$50.00/hr	Field Coordinator @$85.00/hr	Fees
Ownership/Deed Research	WCAD/current recorded deeds & plats	0.0	0.0	3.0	40.0	40.0	5.0	9.0	3.0	0.0	$8,600.00
ROW Surveys, prepare base map, calc parcels	Includes add. control, locative surveys & deed plots	189.0	36.0	7.0	152.0	98.0	7.0	26.0	0.0	10.0	$55,840.00
Prepare ROW property descriptions and parcel plats	Up to 50 parcels	0.0	0.0	9.0	240.0	260.0	9.0	44.0	0.0	0.0	$47,170.00
Prepare ROW map roll plot		0.0	0.0	5.0	32.0	32.0	5.0	18.0	0.0	0.0	$8,450.00
Set iron rods on prop. ROW at parcel corners, PIs, etc.		60.0	48.0	3.0	12.0	12.0	5.0	5.0	0.0	4.0	$18,870.00
QA/QC, Prepare final deliverables	Includes field check & reading of parcel descriptions	0.0	0.0	11.0	78.0	118.0	11.0	54.0	7.0	0.0	$24,740.00
Total Hours		249.0	84.0	38.0	554.0	560.0	42.0	156.0	10.0	14.0	
Subtotal Labor Fees		$32,370.00	$12,600.00	$5,510.00	$47,090.00	$42,000.00	$5,250.00	$17,160.00	$500.00	$1,190.00	$163,670.00
Mileage	3600 mi. @ 0.50/mi.										$1,800.00
Copies of current deeds and plats	At cost										$750.00
GPS Receivers	259 hr @ $25/hr.										$6,475.00
Subtotal - Expenses											$9,025.00
SAM, Inc. Budget											$172,695.00

Note: Resources may be allocated differently during the course of the work, however, the overall budget will not be exceeded without written authorization from Bury.

EXHIBIT II

HOURLY RATES

ok
3/22/2010

BURY+PARTNERS-AUSTIN, INC.
STANDARD RATE SCHEDULE

EFFECTIVE AUGUST 1, 2009 THE FOLLOWING RATES ARE FOR WORK PERFORMED ON AN HOURLY CHARGE BASIS. RATES INCLUDE COMPANY OVERHEAD AND PROFIT FOR SERVICES ACCOMPLISHED DURING REGULAR WORKING HOURS.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

Classification	Rate
Managing Principal	$ 192.50 per hour
Principal	$ 187.50 per hour
Sr. Vice President	$ 182.50 per hour
Vice President	$ 177.50 per hour
Sr. Associate	$ 172.50 per hour
Associate	$ 170.50 per hour
Senior Project Manager	$ 167.50 per hour
Project Manager	$ 157.50 per hour
Project Director	$ 142.50 per hour
Senior Mechanical Designer	$ 145.00 per hour
Project Engineer VII	$ 142.50 per hour
Project Engineer VI	$ 137.50 per hour
Project Engineer V	$ 132.50 per hour
Engineer Associate VII	$ 127.50 per hour
Engineer Associate VI	$ 125.50 per hour
Engineer Associate V	$ 122.50 per hour
Engineer Associate IV	$ 120.50 per hour
Engineer Associate III	$ 117.50 per hour
Engineer Associate II	$ 114.50 per hour
Engineer Associate I	$ 109.50 per hour
Land Planner	$ 107.50 per hour
Land Planner II/Business Development	$ 112.50 per hour
Environmental Scientist I	$ 72.50 per hour
Environmental Scientist II	$ 82.50 per hour
Environmental Scientist III	$ 97.50 per hour
Senior Engineering Technician III	$ 127.50 per hour
Senior Engineering Technician II	$ 122.50 per hour
Senior Engineering Technician I	$ 117.50 per hour
Engineering Technician III	$ 107.50 per hour
Engineering Technician II	$ 102.50 per hour
Engineering Technician I	$ 97.50 per hour
Engineering Assistant II	$ 74.50 per hour
Engineering Assistant I	$ 72.50 per hour
Graphic Designer	$ 122.50 per hour
CAD Designer III	$ 107.50 per hour
CAD Designer II	$ 102.50 per hour
CAD Designer I	$ 97.50 per hour
CAD Operator III	$ 92.50 per hour
CAD Operator II	$ 87.50 per hour
CAD Operator I	$ 82.50 per hour
Registered Professional Land Surveyor III	$ 144.50 per hour
Registered Professional Land Surveyor II	$ 129.50 per hour
Registered Professional Land Surveyor I	$ 119.50 per hour

Survey/Technical Coordinator	$ 114.50 per hour
Senior Survey Technician	$ 109.50 per hour
Survey Technician III	$ 102.50 per hour
Survey Technician II	$ 97.50 per hour
Survey Technician I	$ 92.50 per hour
Administrative Assistant III	$ 77.50 per hour
Administrative Assistant II	$ 74.50 per hour
Administrative Assistant I	$ 70.50 per hour
Secretary III	$ 65.50 per hour
Secretary II	$ 60.50 per hour
Secretary I	$ 57.50 per hour
Courier	$ 60.00 per hour
Construction Observer	$ 102.50 per hour
Expert Witness	$ 325.00 per hour
Structural Project Manager	$ 215.00 per hour

FIELD PARTY SERVICES

2-Man Field Party	$ 142.50 per hour
3-Man Field Party	$ 167.50 per hour
4-Man Field Party	$ 192.50 per hour

DIRECT EXPENSES

Transportation:

By Firm's Passenger Vehicles	$ 0.75 per mile
By Firm's Survey Trucks	$ 0.75 per mile

Subsistence for Out-of-City Work (Survey Field Crew) Prevailing IRS approved rates for survey locale

Survey Stakes, Lathes, Iron Rods and other Direct Expenses	Our cost
In-House Courier & Delivery Services	< 15 Miles at ¼ hr Billing
In-House Courier & Delivery Services	> 15 Miles at ½ hr Billing
In-House Reproduction & Printing by Firm	Prevailing commercial rates
Outside Reproductions, Couriers and other Direct Expenses	Our cost

NOTES:

1. Field Party rates include a charge for normal equipment, normal supplies and survey vehicles. Abnormal use of stakes, lathes, etc. used (such as during the construction phase of a project) will be charged as indicated. A mileage charge will be billed for projects exceeding a 50 mile radius of the base office.

2. A minimum of two (2) hours Field Party time charge will be made for show up time and return to office, resulting from inclement weather conditions, etc.

3. Field Party stand-by time will be charged for at the appropriate rates shown above.

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ***Engineer*** for the work described in the Basic Scope of Services of the Agreement.

2. For the performance of work not described in the Basic Scope of Services of the Agreement, ***County*** shall pay and ***Engineer*** shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.

3. The performance of any additional services must be authorized in writing in advance by the ***County Judge***.

4. In the event of any dispute over the classification of ***Engineer's*** services as either basic or additional services, the decision of the ***County Judge*** shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

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

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

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for ***Engineer*** to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, ***Engineer*** shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, ***Engineer*** shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.

2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to ***County*** as a pre-condition to final payment.

3. Upon the above conditions being met, ***County*** shall pay ***Engineer*** for approved services actually performed under this Agreement, less previous payments.

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

Procedures for ***Engineer*** to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, ***Engineer*** shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to ***County***, but shall be retained by ***Engineer*** unless requested by ***County***.

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

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

1. In the event that ***Engineer*** exercises such right to terminate, within thirty (30) days after receipt by ***County*** of ***Engineer's*** Notice of Termination, ***Engineer*** shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to ***County*** as a pre-condition to final payment. Upon the above conditions being met, ***County*** shall pay ***Engineer*** for approved services actually performed under this Agreement, less previous payments.

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

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

A. ***Engineer*** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. ***Engineer*** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. ***Engineer*** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

B. ***Engineer*** will, in all solicitations or advertisements for employees placed by or on behalf of ***Engineer***, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. ***Engineer*** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of ***Engineer's*** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. ***Engineer*** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the ***Project***, ***Engineer*** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the ***County*** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.

E. ***Engineer*** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of ***Engineer's*** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and ***Engineer*** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

EXHIBIT VII

INSURANCE REQUIREMENTS

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

A. Worker's Compensation in accordance with statutory requirements.

B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000 per occurrence and $2,000,000 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $1,000,000 per occurrence and $1,000,000 in the aggregate. ***Engineer*** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

D. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000

E. In the event ***Engineer*** is self-insured in connection with any or all of the above-required insurance policies, ***Engineer*** shall submit proof of such self-insurance and all financial statements as reasonably required by the ***County*** in order to determine the acceptability of such self-insurance.

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

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. ***Engineer*** shall furnish ***County*** with a certification of coverage issued by the insurer. ***Engineer*** shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR 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.

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

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/28/2010

PRODUCER
Ted Heaton State Farm Insurance
3933 Steck Avenue, Suite B-111
Austin, TX 78759

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

INSURED
Bury and Partners, Inc.
221 West 6th Street
Austin, TX 78701
RMIS Vendor ID: 147440

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Lloyds 43419	
INSURER B: State Farm Mutual Auto Insurance Company 25178	
INSURER C: State Farm Fire and Casualty Company 25143	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC	90-GX-8796-7	01/01/10	01/01/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Fleet	F70-0774-E01-53K-9ZZ	01/01/10	01/01/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
		GARAGE LIABILITY ANY AUTO				AUTO ONLY – EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C	X	EXCESS/UMBRELLA LIABILITY X OCCUR [ ] CLAIMS MADE DEDUCTIBLE RETENTION $	90-EX-1164-7	01/01/10	01/01/11	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

The registration notices indicate ownership of the marks by their respective owners ©ACORD CORPORATION 1988, 2007 All rights reserved

IMPORTANT

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

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

DISCLAIMER

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

Client#: 162673 BURYPART

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/25/09

PRODUCER
USI Southwest
7600 B N. Cap of Tx Hwy. #200
Austin, Texas 78731

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: XL Specialty Insurance Company	37885
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Bury + Partners, Inc.
221 West Sixth St., Suite 600
Austin, TX 78701

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional Liability	DPR9680891	08/15/09	08/15/10	$2,000,000 per claim $5,000,000 annl aggr.	

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

** Supplemental Name **
Bury + Partners, Inc.
Bury + Partners- Holdings, Inc.
Bury + Partners- Virginia, Inc.
(See Attached Descriptions)

CERTIFICATE HOLDER

Bury + Partners, Inc.
221 West 6th St., Suite 600
Austin, TX 78701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
James E. Sommerman

© ACORD CORPORATION 1988

IMPORTANT

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

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

DISCLAIMER

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

DESCRIPTIONS (Continued from Page 1)

Bury + Partners- San Antonio, Inc.
Bury + Partners- DFW, Inc.
Bury + Partners- Houston, Inc.
Land Design Partners, Inc.
Bury+Partners-Public Works, Inc.
Land Design Partners - DFW, Inc.
Bury+Partners-Virginia, Inc.
Bury + Partners-Virginia, Inc.
Bury + Partners-Public Works, Inc.
BPI-HS&A
Land Design Partners San Antonio, Inc.

*Except in the event of non payment of premium.

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CC BURYP-1 | DATE (MM/DD/YYYY) 03/11/09

PRODUCER

Frost Insurance - Austin
401 Congress Ave. Ste 1400
Austin TX 78701
Phone: 512-473-4520 Fax: 512-473-4555

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

INSURED

Bury + Partners, Inc.
221 W. 6th St., Ste. 600
Austin TX 78701

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Underwriters Ins	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	65WEPH4505	02/01/09	02/01/10	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

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

Proof of Workers Compensation Insurance Only.

CERTIFICATE HOLDER

INSUR-1

Insured Copy

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dennis Northington

© ACORD CORPORATION 1988

IMPORTANT

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

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

DISCLAIMER

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

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Bury + Partners, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
221 West Sixth Street, Suite 600

Requester's name and address (optional)

City, state, and ZIP code
Austin, Texas 78701

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–		–			

or

Employer identification number
7	4	–	2	3	3	6	5	4	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Sylvia M. Collins Date ▶ 1-29-10

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Kreuger Real Estate Contract - Hwy 79 (P40)
Commissioners Court - Regular Session

Date: 11/16/2010
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 Daniel Dwayne Krueger for right-of-way needed on Hwy79. (40)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Kreuger RE Contract Hwy 79 P40

Form Routing/Status

Form Started By: Charlie Crossfield	Started On: 11/10/2010 09:49 AM
Final Approval Date: 11/10/2010	

REAL ESTATE CONTRACT
US79 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between DANIEL DWAYNE KRUEGER, (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 1.428 acre tract of land, more or less, out of the J. J. Stubblefield Survey, Abstract No. 567, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 40).

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 and any improvements thereon, and for any damage to or reconfiguration or curative measures for the remaining property of Seller, shall be the sum of TWO HUNDRED SEVENTY FIVE THOUSAND and 00/100 Dollars ($275,000.00).

Pursuant to the terms of a Possession and Use Agreement recorded in Document No. 2010045315, Purchaser has previously paid to Seller the amount of $225,461.70 for which Purchaser shall receive a credit herein, leaving a remaining purchase price to be paid at the closing of this transaction of **FORTY NINE THOUSAND FIVE HUNDRED THIRTY EIGHT and 00/100 Dollars ($49,538.30).**

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 November 30, 2010, 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 herein, 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.

(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 "B" 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 Grantee's favor in the full amount of the purchase price, insuring Grantee'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.

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
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 VII
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, if any, 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. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. 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

8.02. 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

8.03. 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

8.04. 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

8.05. 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

8.06. Time is of the essence in this Contract.

Gender

8.07. 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

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

Compliance

8.09 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

8.10 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

8.11 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.

[signature page follows]

SELLER:

Daniel Dwayne Krueger

Daniel Dwayne Krueger

Date: 11-4-2010

Address: P.O. Box 667
Hutto Tx. 78634

PURCHASER:

COUNTY OF WILLIAMSON

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

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT
A

County: Williamson
Parcel No.: 40
Highway: US 79
Limits: US 79 from East of Hutto City Limit to CR 402
CSJ:

PROPERTY DESCRIPTION FOR PARCEL 40

DESCRIPTION OF A 1.428 ACRE (62,194 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY ABSTRACT NO. 567, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 6.2200 ACRE TRACT OF LAND CONVEYED TO DANIEL DWAYNE KRUEGER, ALSO KNOWN AS DANIEL D. KRUGER, BY INSTRUMENTS RECORED IN DOCUMENT NO. 2000010169 AND DOCUMENT NO. 2000008516 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.428 ACRE (62,194 SQUARE FOOT) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a found iron rod in the southerly boundary line of a 135.209 acre remainder of that called 145.59 acre tract described in Vol. 479 Pg. 343 of the Deed Records of Williamson County, Texas, said 135.209 acre tract being conveyed to Trona T. Blaha formerly known as Trona T. Krueger, Daniel Dwayne Kruger also known Daniel D. Krueger and Treila Latrelle Kruger Aery formerly known as Treila Latrelle Krueger by Cause No. 14,882 in the County Court at Law No. 2 of Williamson County, Texas, same being the most northwesterly corner of said 6.2200 acre tract, 429.23 feet left of proposed U.S. 79 baseline station 691+98.70;

THENCE, with the common boundary of said 135.209 acre tract and said 6.2200 acre tract, **S 14°31'58" E** for a distance of **315.20** feet to a set ½" iron rod with Texas Department of Transportation (TXDOT) aluminum cap in the proposed northerly right-of-way of U.S. 79, 114.19 feet left of proposed U.S. 79 baseline station 692+08.90, same being the most northwesterly corner of the herein described tract and the **POINT OF BEGINNING** hereof;

1. **THENCE**, departing the southerly boundary line of said 135.209 acre tract, with the proposed northerly right-of-way line of U.S. 79, through the interior of said 6.2200 acre tract, **N 77°19'11" E** for a distance of **656.62** feet to a set ½" iron rod with TXDOT aluminum cap in the easterly boundary line of said 6.2200 acre tract, same being the southerly boundary line of said 135.209 acre tract, 114.20 feet left of proposed U.S. 79 baseline station 698+65.52, being the most northeasterly corner of the herein described tract;

2. **THENCE**, departing the proposed northerly right-of-way line of U.S. 79, with the southerly boundary line of said 135.209 acre tract, same being the easterly boundary line of said 6.2200 acre tract, **S 12°11'27" E** for a distance of **95.00** feet to a calculated point in the existing northerly right-of-way line of U.S. 79 (120' right-of-way width), being an angle point in the southerly boundary line of said 135.209 acre tract and the most southeasterly corner of said 6.2200 acre tract, and being the most southeasterly corner of the herein described tract, from which a found iron rod bears S 63°17'15" W, a distance of 0.27 feet;

3. **THENCE**, with the existing northerly right-of-way line of U.S. 79, same being the southerly boundary line of said 6.2200 acre tract, **S 77°19'11" W** for a distance of **652.74** feet to a calculated point, being the most southwesterly corner of said 6.2200 acre tract and the most southwesterly corner of the herein described tract;

4. **THENCE**, departing said existing northerly right-of-way line of U.S. 79, with the southerly boundary line of said 135.209 acre tract, same being the westerly boundary line of said 6.2200 acre tract, **N 14°31'58" W**, passing at a distance of 0.60 feet, a found ½' iron rod, and continuing for a total distance of **95.05** feet to the **POINT OF BEGINNING** and containing 1.428 acres (62,194 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

That I, M. Stephen Truesdale, 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 Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 30 APR '07

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LP
1504 Chisholm Trail Rd., Ste. 101
Round Rock, TX. 78681

79par40.doc

EXHIBIT "___"

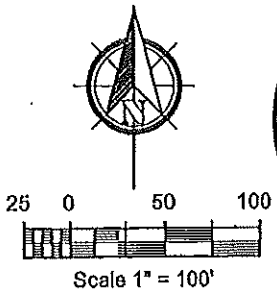
4/30/07

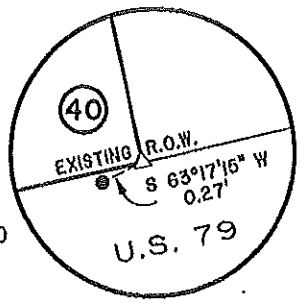
PLAT TO ACCOMPANY DESCRIPTION

LEGEND

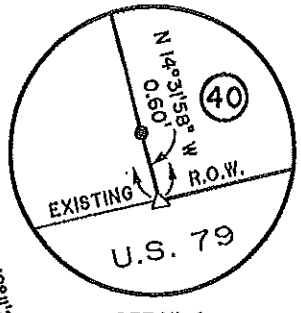
- ■ TXDOT TYPE I CONCRETE MONUMENT FOUND
- ⊡ TXDOT TYPE II MONUMENT SET
- ⊡ TXDOT TYPE II MONUMENT FOUND
- ◉ 1/2 " IRON PIPE FOUND UNLESS NOTED
- ○ 1/2 " IRON ROD SET W/TXDOT ALUMINUM CAP UNLESS NOTED
- ● 1/2 " IRON ROD FOUND UNLESS NOTED
- ▲ 60 D NAIL SET UNLESS NOTED
- ▲ 60 D NAIL FOUND UNLESS NOTED
- △ CALCULATED POINT
- ○ FENCE POST
- ℄ PROPERTY LINE
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENT
- —x— FENCE
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- LINE BREAK

TRONA T. BLAHA
F/K/A/ TRONA T. KRUEGER
DANIEL DWAYNE KRUEGER
A/K/A DANIEL D. KRUEGER
TREILA LATRELLE KRUEGER AERY
F/K/A/ TREILA LATRELLE KRUEGER
CAUSE NO. 14,882
COUNTY COURT AT LAW NO. 2
WILLIAMSON COUNTY, TEXAS
VOL. 301, PG. 309, D.R.W.C.T.
(135.209 AC. REMAINDER OF
145.59 AC. DESCRIBED IN
VOL. 479, PG. 343, D.R.W.C.T.





DETAIL 1
NOT TO SCALE



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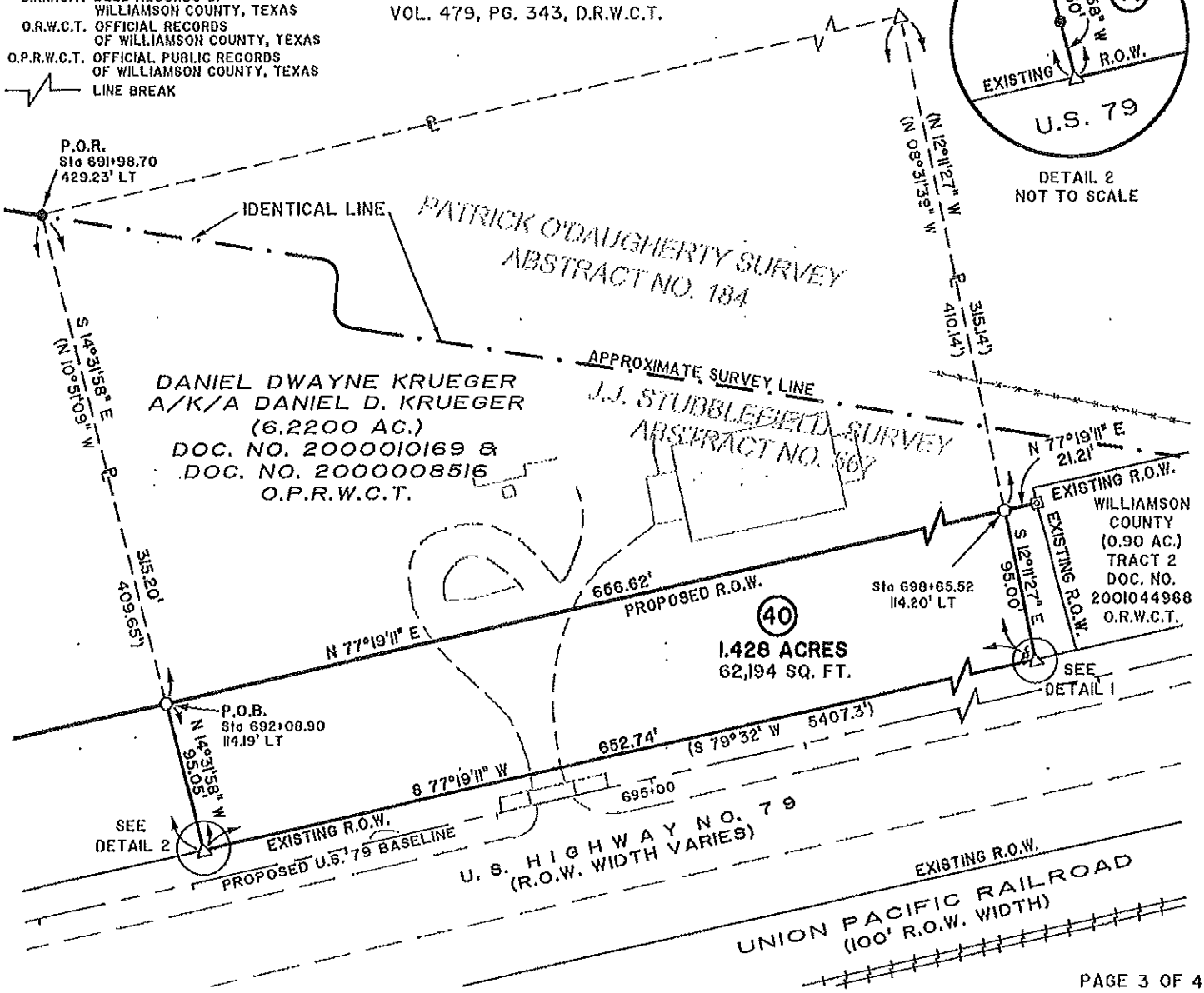
NOT TO SCALE



INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF
DANIEL DWAYNE KRUEGER

Texas Department of Transportation
© 2003

SCALE	CSJ #	PROJECT	COUNTY
1" = 100'		U.S. 79	WILLIAMSON

PARCEL 40

4/30/07

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) THE EASEMENTS SHOWN OR NOTED AND ADDRESSED ON THIS SURVEY ARE THOSE LISTED ON SCHEDULE B OF THE TITLE REPORT, G.F. NO. 801-06-1449, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, DATED DECEMBER 1, 2006.

2) THE TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 238, PAGE 550 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, IS INSUFFICIENTLY DESCRIBED IN SAID DOCUMENT AND CANNOT BE PLACED OR LOCATED HEREON.

3) THE ELECTRIC AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 239, PAGE 83 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, IS INSUFFICIENTLY DESCRIBED IN SAID DOCUMENT AND CANNOT BE PLACED OR LOCATED HEREON.

4) THE ELECTRIC AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 307, PAGE 65 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, IS INSUFFICIENTLY DESCRIBED IN SAID DOCUMENT AND CANNOT BE PLACED OR LOCATED HEREON.

5) THIS PARCEL IS SUBJECT TO A 15 FOOT WIDE, BLANKET TYPE, WATER PIPE LINE EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. BY INSTRUMENT RECORDED IN VOLUME 563, PAGE 716 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING 7.5 FEET ON EITHER SIDE ON THE PIPE AS INSTALLED.

6) THIS PARCEL IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN NOTICE OF RESOLUTION CONCERNING THE EXTRA TERRITRORIAL JURISDICTION OF THE CITY OF HUTTO, RECORDED IN DOCUMENT NO. 2006045188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

7) THIS PARCEL IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN GROUND LEASE RECORDED IN DOCUMENT NO. 2006035187 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

8) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARINGS. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83, USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011.

9) IMPROVEMENTS SHOWN HEREON ARE BASED UPON AERIAL SURVEY DIGITAL FILES PROVIDED BY OTHERS AND SUPPLEMENTED BY ON THE GROUND SURVEYING PERFORMED BY INLAND GEODETICS, L.P.

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

M. Stephen Truesdale 30APR07

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, L.P.
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 79681

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

DANIEL DWAYNE KRUEGER

Texas Department of Transportation

© 2003

SCALE	CSJ #	PROJECT	COUNTY
1" = 100'		U.S. 79	WILLIAMSON

PARCEL 40

EXHIBIT
B

SPECIAL WARRANTY DEED
US 79 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 US Highway 79 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 DANIEL DWAYNE KRUEGER, 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 1.428 acre tract of land, more or less, being out of the J. J. Stubblefield Survey, Abstract No. 567, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 40)

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 US 79, 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, acting by and through the Texas Transportation Commission, 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, acting by and through the Texas Transportation Commission 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 4 day of November, 2010.

GRANTOR:

Daniel Dwayne Krueger

Daniel Dwayne Krueger

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2010 by Daniel Dwayne Krueger, 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

GRANTEE'S MAILING ADDRESS:

Texas Department of Transportation
Attn: Right of Way Administrator
7901 N. IH 35, Building A
Austin, Texas 78761

AFTER RECORDING RETURN TO:

Blue Haven Partners, Inc. Letter of Agreement - RM 2338 (P7)
Commissioners Court - Regular Session

Date: 11/16/2010
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 a Letter Agreement with Blue Haven Partners, Inc. for an additional electric easement for Perdernales Electric Cooperative associated with the RM 2338 expansion project. (P7)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Blue Haven Partners, Inc. Letter Agreement RM 2338 P7

Form Routing/Status

Form Started By: Charlie Crossfield	Started On: 11/10/2010 09:57 AM
Final Approval Date: 11/10/2010	

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

November 10, 2010

Blue Haven Partners, Ltd.
c/o B. Kinney
1612 Thornridge
Austin, Texas 78758

Re: RM 2338 expansion project
PEC electric easement

Dear Ms. Kinney:

Please allow this letter to set out my understanding regarding our agreement for the purchase of an additional electric easement area for Pedernales Electric Cooperative due to recent design changes associated with the RM 2338 improvement project.

In return for granting an electric easement in and to approximately 399 square feet, Williamson County will pay the sum of $628.43 (399SF x $3.15/SF x 50% of rights). The form of the easement will be as shown in Exhibit "A" attached.

If this meets with your understanding please have execute this letter on behalf of Blue Haven, and we will have this signed by the judge and process this for payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs
Sheets & Crossfield, P.C.

AGREED:

BLUE HAVEN PARTNERS, LTD.

By:_____

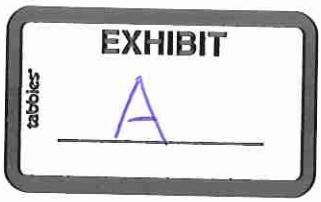
Its:_____

Date:_____

WILLIAMSON COUNTY, TEXAS

_____
Dan A. Gattis
County Judge

Date:_____



ELECTRIC UTILITY EASEMENT

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

THAT BLUE HAVEN PARTNERS, LTD., Grantor, for and in consideration of ONE DOLLAR ($1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, guy wires and/or down wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

> All of that certain 0.009 acre (399 square feet) of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (Parcel 7(U2).

Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way, but only to the extent that ingress or egress is not available or adequate from a public right of way, for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this _____ day of _____, 2010.

[signature page follows]

GRANTOR:

BLUE HAVEN PARTNERS, LTD.

By:_____

Its;_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2010 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

EXHIBIT ____

County: Williamson
Parcel No.: 7(U2)
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 7(U2)

BEING 0.009 of an acre (399 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of that certain tract of land, called 91.929 acres, as conveyed to Blue Haven Partners, Ltd., by deed recorded as Document No. 2000007405 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of November, 2010, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the relocated east line of Ranch to Market Highway No. 2338, being on the north line of the said 91.929 acre Blue Haven Partners, Ltd., tract, being the south line of that certain tract of land, called 3.00 acres, as conveyed to Somerset Hills, Ltd., by deed recorded as Document No. 2007045252 of the Official Public Records of Williamson County, Texas, marking the most northerly corner of that certain tract of land, called 4.486 acres, as conveyed to the State of Texas, by deed recorded as Document No. 2010000623 of the Official Public Records of Williamson County, Texas, being the Southeast corner of that certain tract of land, called 0.456 of an acre, as conveyed to the State of Texas by deed recorded as Document No. 2010033821 of the Official Public Records of Williamson County, Texas, for the most westerly corner hereof;

THENCE, along the said north line of the 91.929 acre Blue Haven Partners, Ltd., tract, being the south line of the said 3.00 acre Somerset Hills, Ltd., tract, N 53°31'00" E, 48.73 feet to a point for the most northerly corner hereof;

THENCE, S 36°33'15" E, 1.85 feet to a point for the most easterly corner hereof;

THENCE, S 53°26'45" W, 33.69 feet to a point; S 21°02'00" E, 10.74 feet to a point;
S 68°58'00" W, 10.00 feet to a point; and S 21°02'00" E, 35.46 feet to a point for the Southeast corner hereof;

THENCE, S 68°58'00" W, 5.00 feet to a point on the east line of the said 4.486 acre State of Texas tract, being on the relocated east line of Ranch to Market Highway No. 2338 for the most southerly corner hereof;

THENCE, along the said relocated east line of Ranch to Market Highway No. 2338, N 21°02'00" W, 44.01 feet to the Place of BEGINNING and containing 0.009 of an acre (399 Square Feet) of land.

STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON }

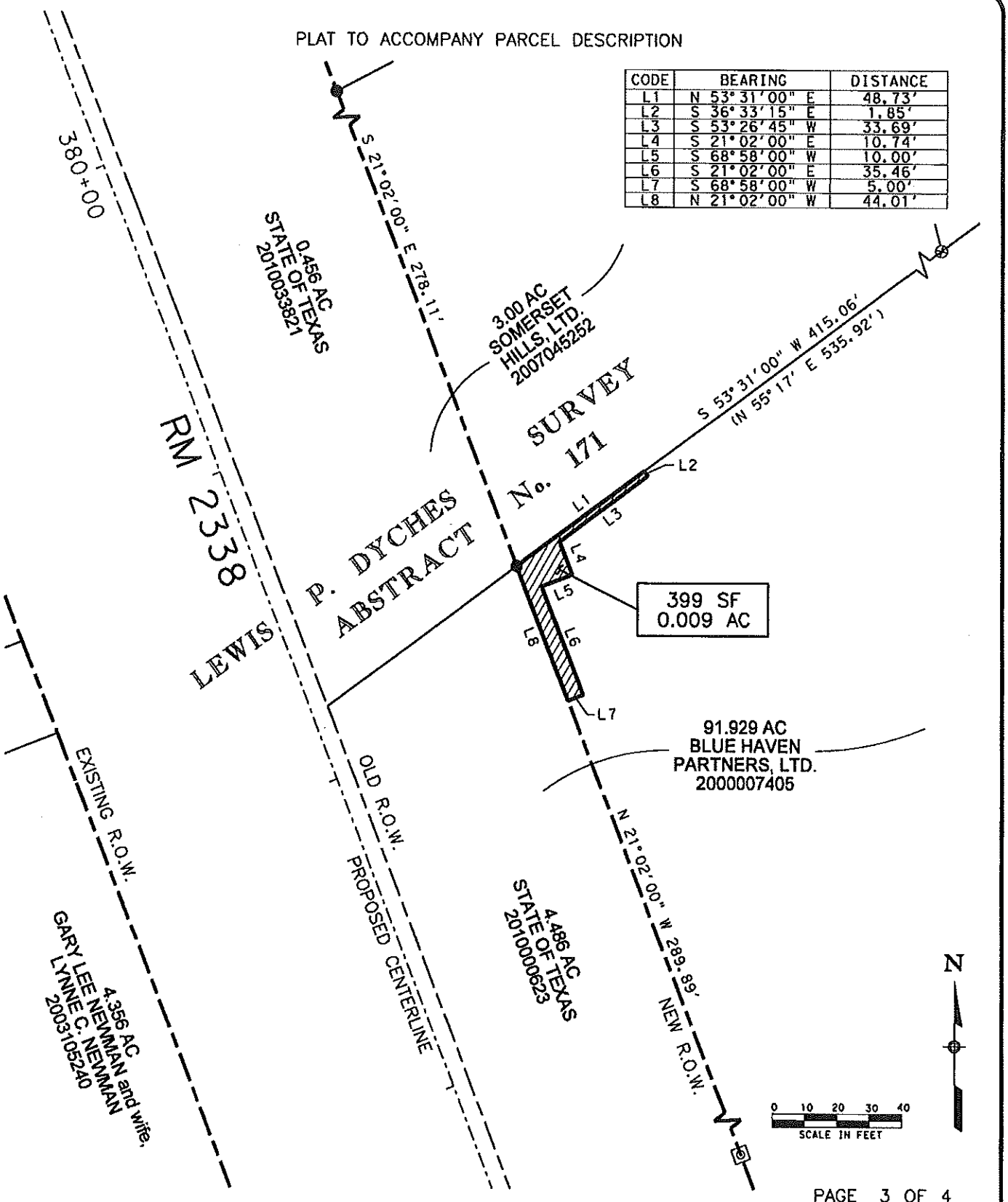
I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 4th day of November, 2010, A.D.

Brian F. Peterson
Registered Professional Land Surveyor, No. 3697

PLAT TO ACCOMPANY PARCEL DESCRIPTION

CODE	BEARING	DISTANCE
L1	N 53° 31' 00" E	48.73'
L2	S 36° 33' 15" E	1.85'
L3	S 53° 26' 45" W	33.69'
L4	S 21° 02' 00" E	10.74'
L5	S 68° 58' 00" W	10.00'
L6	S 21° 02' 00" E	35.46'
L7	S 68° 58' 00" W	5.00'
L8	N 21° 02' 00" W	44.01'



STEGER BIZZELL
1979 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
512.930.9412 | FAX 512.930.9415 | WEB STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
BLUE HAVEN PARTNERS, LTD.

Texas Department of Transportation
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SCALE:	CSJ #:	PROJECT:	COUNTY:	PARCEL:
1"= 40'	2211-01-023	RM 2338	WILLIAMSON	7(U2)

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
P_L	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.

11/4/10

BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
BRIAN F. PETERSON
3967
PROFESSIONAL
LAND SURVEYOR

STEGER BIZZELL
1979 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
512.930.9412 | 512.930.9418 | STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
BLUE HAVEN PARTNERS, LTD.

Texas Department of Transportation
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All rights reserved.

SCALE:	CSJ:	PROJECT:	COUNTY:	PARCEL:
1" = 40'	2211-01-023	RM 2338	WILLIAMSON	7(U2)

Newman Letter Agreement - RM 2338 (P44U)
Commissioners Court - Regular Session

Date: 11/16/2010
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 a Letter Agreement with Gary and Lynne Newman for an additional electric easement for Pedernales Electric Cooperative associated with the RM 2338 expansion project. (P44U)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Newman Letter Agreement RM 2338 P44U

Form Routing/Status

Form Started By: Charlie Crossfield	Started On: 11/10/2010 10:15 AM
Final Approval Date: 11/10/2010	

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

November 9, 2010

via e-mail gnewman1@gmail.com
Gary Newman
Lynne C. Newman
c/o Waterstone Development
3310 N. Capital of Texas Highway, Suite 200
Austin, Texas 78646

Re: RM 2338 expansion project
PEC electric easement

Dear Mr. & Mrs. Newman:

Please allow this letter to set out my understanding regarding our agreement for the purchase of an additional electric easement area for Pedernales Electric Cooperative due to recent design changes associated with the RM 2338 improvement project.

In return for granting an electric easement in and to approximately 243 square feet, Williamson County will pay the sum of $328.05 (243SF x $2.70/SF x 50% of rights). The form of the easement will be as shown in Exhibit "A" attached.

If this meets with your understanding please have execute this letter where indicated below and return it to me, and we will have this signed by the judge and process this for payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs
Sheets & Crossfield, P.C.

AGREED:

_____
Gary Newman

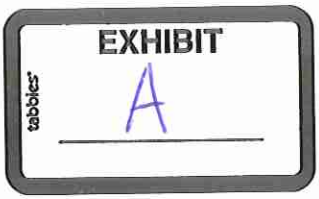
_____
Lynne C. Newman

Date:_____

WILLIAMSON COUNTY, TEXAS

_____
Dan A. Gattis
County Judge

Date:_____



ELECTRIC UTILITY EASEMENT

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

THAT GARY LEE NEWMAN and wife LYNNE C. NEWMAN, Grantor, for and in consideration of ONE DOLLAR ($1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, guy wires and/or down wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

> All of that certain 243 square foot acre of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (Parcel 44(U).

Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way, but only to the extent that ingress or egress is not available or adequate from a public right of way, for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this _____ day of _____, 2010.

[signature page follows]

GRANTOR:

_____
Gary Lee Newman

_____
Lynne C. Newman

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2010 by Gary Lee Newman and Lynn C. Newman, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

EXHIBIT ____

County: Williamson
Parcel No.: 44(U)
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 44(U)

BEING 0.006 of an acre (243 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of that certain tract of land, called 4.356 acres, as conveyed to Gary Lee Newman and wife, Lynne C. Newman, by deed recorded as Document No. 2003105240 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of November, 2010, 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 on the west line of Ranch to Market Highway No. 2338, marking the most northerly corner of the above-referenced 4.356 acre Newman tract, being the most easterly corner of that certain tract of land, called 40.229 acre, as conveyed to Gary Lee Newman and wife, Lynne C. Newman, by deed recorded as Document No. 2001070391 of the Official Public Records of Williamson County, Texas;

THENCE, along the said west line of Ranch to Market Highway No. 2338, being the east line of the said 4.356 acre Newman tract, S 21°01'30" E, 40.90 feet to a point for the most northerly corner and Point of BEGINNING hereof;

THENCE, along the said west line of Ranch to Market Highway No. 2338, S 21°01'30" E, 5.19 feet to a point for the most easterly corner hereof;

THENCE, S 53°26'45" W, 47.87 feet to a point for the most southerly corner hereof;

THENCE, N 36°33'15" W, 5.00 feet to a point for the most westerly corner hereof;

THENCE, N 53°26'45" E, 49.26 feet to the Place of BEGINNING and containing 0.006 of an acre (243 Square Feet) of land.

STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS

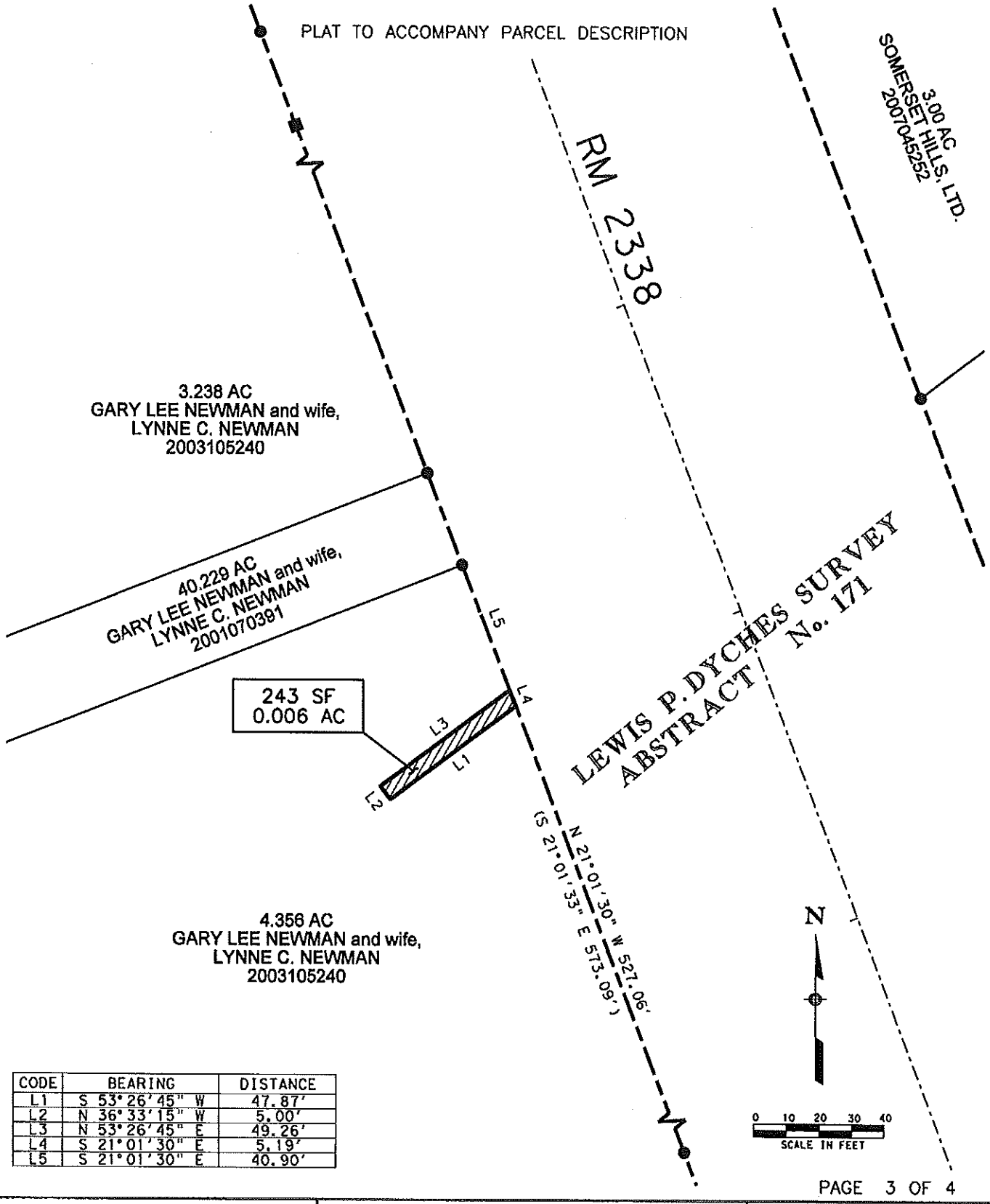
COUNTY OF WILLIAMSON }

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 4th day of November, 2010, A.D.

Brian F. Peterson
Registered Professional Land Surveyor, No. 3697

PLAT TO ACCOMPANY PARCEL DESCRIPTION



CODE	BEARING	DISTANCE
L1	S 53°26'45" W	47.87'
L2	N 36°33'15" W	5.00'
L3	N 53°26'45" E	49.26'
L4	S 21°01'30" E	5.19'
L5	S 21°01'30" E	40.90'

STEGER BIZZELL

1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
512.930.9412 | FAX 512.930.9418 | WEB STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
GARY LEE NEWMAN and wife,
LYNNE C. NEWMAN

Texas Department of Transportation
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SCALE:	CSJ #:	PROJECT:	COUNTY:	PARCEL:
1"= 40 '	2211-01-023	RM 2338	WILLIAMSON	44(U)

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
P_L	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.

11/4/10

BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5967
STATE OF TEXAS

STATE OF TEXAS · REGISTERED · BRIAN F. PETERSON · 5967 · PROFESSIONAL · LAND SURVEYOR

STEGER BIZZELL
1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
512.930.9412 | FAX 512.930.9418 | WEB STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
GARY LEE NEWMAN and wife,
LYNNE C. NEWMAN

Texas Department of Transportation
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SCALE:	CSJ:	PROJECT:	COUNTY:	PARCEL:
1" = 40'	2211-01-023	RM 2338	WILLIAMSON	44(U)

Sullivan Resolution for Condemnation - Ronald Reagan (P2)
Commissioners Court - Regular Session

Date: 11/16/2010
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 Ronal Reagan Blvd., and take appropriate action. (Sullivan)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Sullivan Resolution for Condemnation Ronad Reagan Blvd P2

Form Routing/Status

Form Started By: Charlie Crossfield	Started On: 11/10/2010 10:21 AM
Final Approval Date: 11/10/2010	

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 and the roadways of the State of Texas, public necessity requires acquisition of fee simple title to 49.80 acre (Parcel 2), described by metes and bounds in Exhibit "A", owned by WILLIAM SLADE SULLIVAN, INDEPENDENT ADMINISTRATOR OF THE ESTATE OF HERBERT FREIDRICH SULLIVAN, DECEASED for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of the Ronald Reagan Phase IV project ("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 _____, 2010.

_____
Dan A. Gattis
Williamson County Judge

FIELD NOTES
JOB NO: 40051-03
DATE: January 29, 2010
PAGE: 5 of 6
PARCEL 2 - SULLIVAN R012199-R010613
Revision 1/10

49.80 ACRES

BEING 49.80 acres out of the Lemuel S. Walters Survey, Abstract No.653, Williamson County, Texas and being a portion of that First Tract - 133 acres, Second Tract - 120 acres and Third Tract - 250 acres described in a Warranty Deed to Irene Friedrich Sullivan, et vir, dated March 3, 1953 and recorded as Volume 387, Page 513 of the Deed Records of Williamson County, Texas and described by metes and bounds as follows:

BEGINNING at a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD" in the south margin of County Road 239 and the north line of said Sullivan tract being the most easterly corner of this tract from which a ½" iron pin found bears N68°57'03"E 9.06 feet being the most northerly northeast corner of said Sullivan tract and the northwest corner of that tract described as 3.00 acres of land in a Warranty Deed with Vendor's Lien to Douglas Gibbs dated June 20, 2006 and recorded as Doc. #2006053409 of the Official Public Records of Williamson County, Texas;

THENCE: across said Sullivan tract with the south line of this tract the following seven (7) courses:

1. 129.52 feet along a curve to the left, (Δ=04°40'55", r=1585.00 feet, lc bears S61°40'58"W 129.48 feet to a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD",
2. S 59°20'31"W 1053.55 feet to a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD",
3. 300.87 feet along a curve to the right, (Δ=09°23'39", r=1835.00 feet, lc bears S 64°02'20"W 300.53 feet), to a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD",
4. S68°44'10"W 3182.59 feet to a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD",
5. 835.86 feet along a curve to the left, (Δ=30°12'55", r=1585.00 feet, lc bears S53°37'42"W 826.21 feet), to a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD",
6. S38°31'15"W 1129.33 feet to a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD",
7. 974.40 feet along a curve to the right, (Δ=30°25'28", r=1835.00 feet, lc bears S53°43'59"W 962.99 feet), to a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD" in the north line of that tract described as 1441.49 acres in a Special Warranty Deed to Austin White Lime Company dated February 2, 1979 and recorded as Volume 771, Page 65 of said deed records;

THENCE: continuing with the north line of said Austin White Lime tract and the south line of said Sullivan tract and this tract the following two (2) courses:

1. S68°56'42"W 1524.22 feet to a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD",
2. S68°57'36"W 1196.15 feet to a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD" for the most westerly corner of this tract;

FIELD NOTES
JOB NO: 40051-03
DATE: January 29, 2010
PAGE: 6 of 6
PARCEL 2 - SULLIVAN R012199-R010613
Revision 11/09

THENCE: Across said Sullivan tract with the north line of this tract in the following six (6) courses:

1. 1230.60 feet along a curve to the right, (Δ=23°34'59", r=2989.79 feet, lc bears N57°09'13"E 1221.93 feet to a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD",
2. N68°56'43"E 1524.22 feet to a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD",
3. 841.65 feet along a curve to the left, (Δ=30°25'28", r=1585.00 feet, lc bears N53°43'59"E 831.79 feet), to a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD",
4. N38°31'15"E 1129.33 feet to a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD";
5. 435.01 feet along a curve to the right, (Δ=13°34'58", r=1835.00 feet, lc bears N45°18'44"E 433.99 feet), to a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD;
6. N37°53'47"W 39.33 feet to a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD" in the south margin of said County Road 239 and the north line of said Sullivan tract;

THENCE: with the south margin of said Country Road 239 and the north line of said Sullivan tract and this tract in the following six (6) courses:

1. N68°02'15"E 19.06 feet to a ½" iron pin set with a yellow plastic cap inscribed "CS,LTD";
2. N68°34'21"E 457.32 feet to a fence corner post,
3. N68°37'05"E 2630.05 feet to a fence corner post,
4. N68°20'53"E 82.02 feet to a fence corner post,
5. N68°44'41"E 430.18 feet to a fence corner post,
6. N68°57'03"E 1567.91 feet to the POINT OF BEGINNING.

Bearings cited hereon based on Texas State Plane Coordinate System, Central Zone NAD 83(93)

1/29/10

Clyde C. Castleberry Jr., R.P.L.S. No. 4835
Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

CCC/tcp

STATE OF TEXAS
REGISTERED
CLYDE C. CASTLEBERRY JR.
4835
PROFESSIONAL
LAND SURVEYOR

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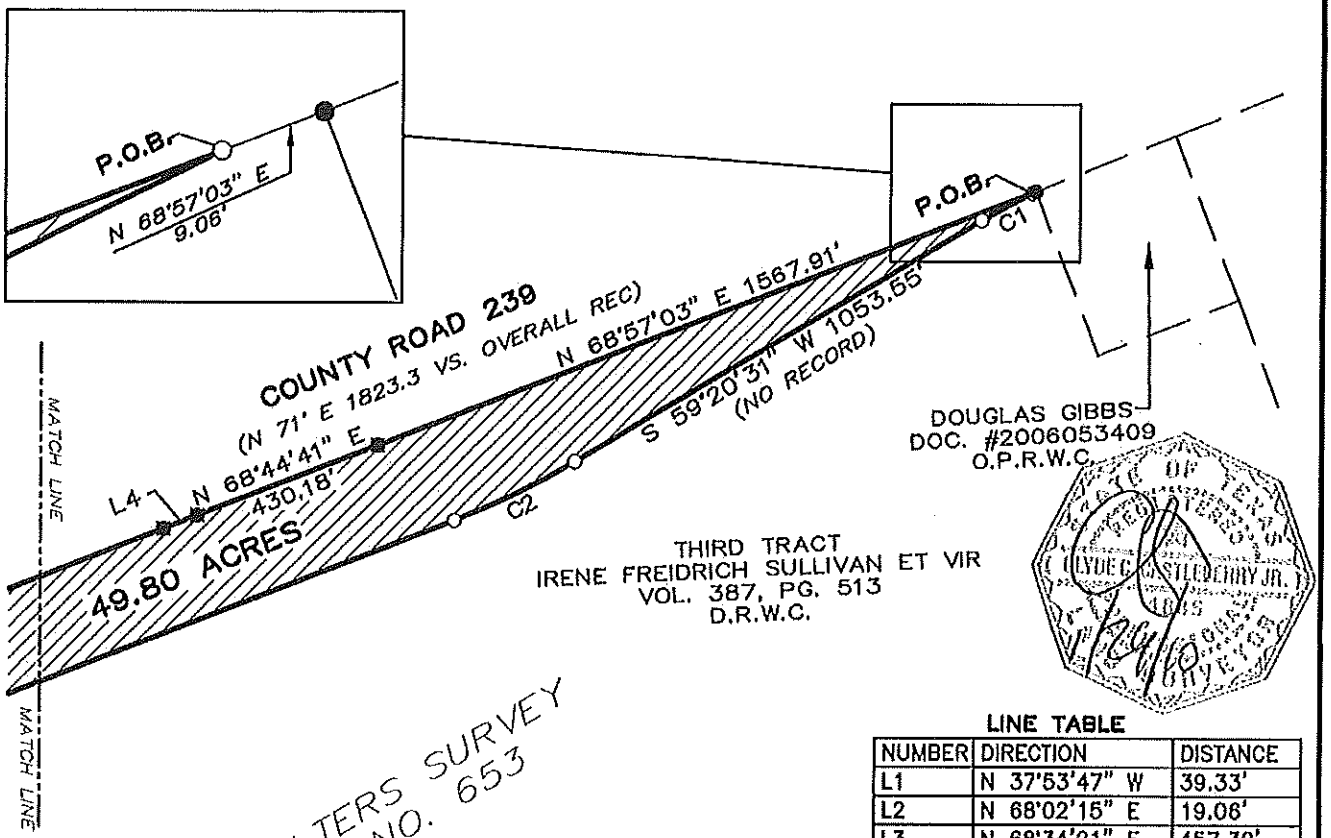
EXHIBIT TO ACCOMPANY FIELD NOTES FOR

49.80 ACRES OUT OF THE LEMUEL WALTERS SURVEY, ABSTRACT NO. 653, IN WILLIAMSON COUNTY, TEXAS

LEGEND	
●	1/2" IRON PIN FOUND NO CAP
O	1/2" IRON PIN SET YELLOW CAP, CS,LTD
⊠	FENCE POST
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO.
D.R.W.C.	OFFICIAL RECORDS WILLIAMSON CO.

Scale: 1"=400'

BEARINGS CITED HEREON BASED ON GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83(93).



LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 37°53'47" W	39.33'
L2	N 68°02'15" E	19.06'
L3	N 68°34'21" E	457.32'
L4	N 68°20'53" E	82.02'

CURVE TABLE

NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	04°40'55"	1585.00	129.52	129.48	S 61°40'58" W
C2	09°23'39"	1835.00	300.87	300.53	S 64°02'20" W
C3	30°12'55"	1585.00	835.86	826.21	S 53°37'42" W
C4	30°25'28"	1835.00	974.40	962.99	S 53°43'59" W
C5	23°34'59"	2989.79	1230.60	1221.93	N 57°09'13" E
C6	30°25'28"	1585.00	841.65	831.79	N 53°43'59" E
C7	13°34'58"	1835.00	435.01	433.99	N 45°18'44" E

PARCEL 2

SULLIVAN R012199 – R010613

REV 1/10

Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.castleberrysurveying.com

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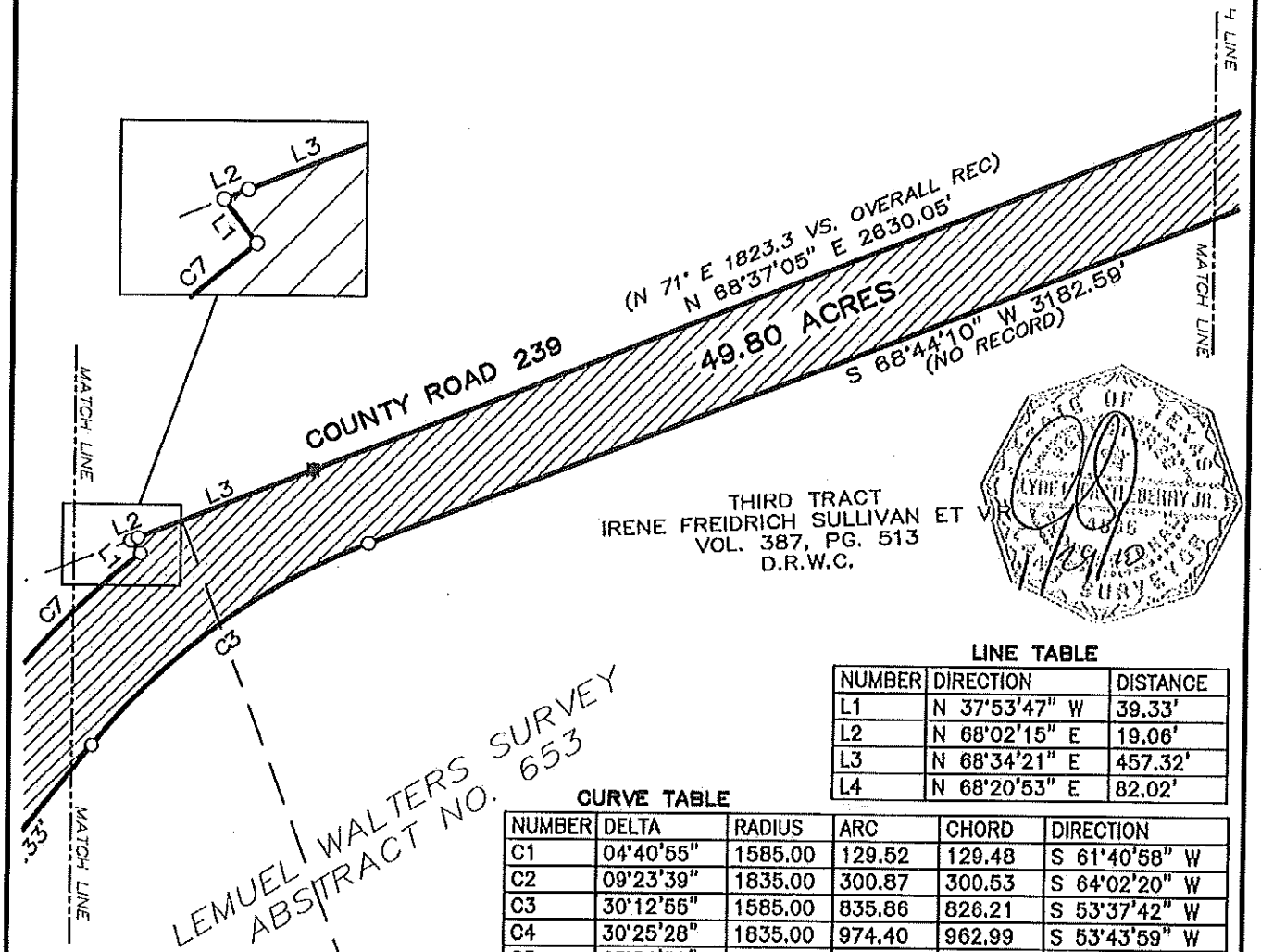

THIRD TRACT
IRENE FREIDRICH SULLIVAN ET VIR
VOL. 387, PG. 513
D.R.W.C.

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SULLIVAN R012199 – R010613

REV 1/10

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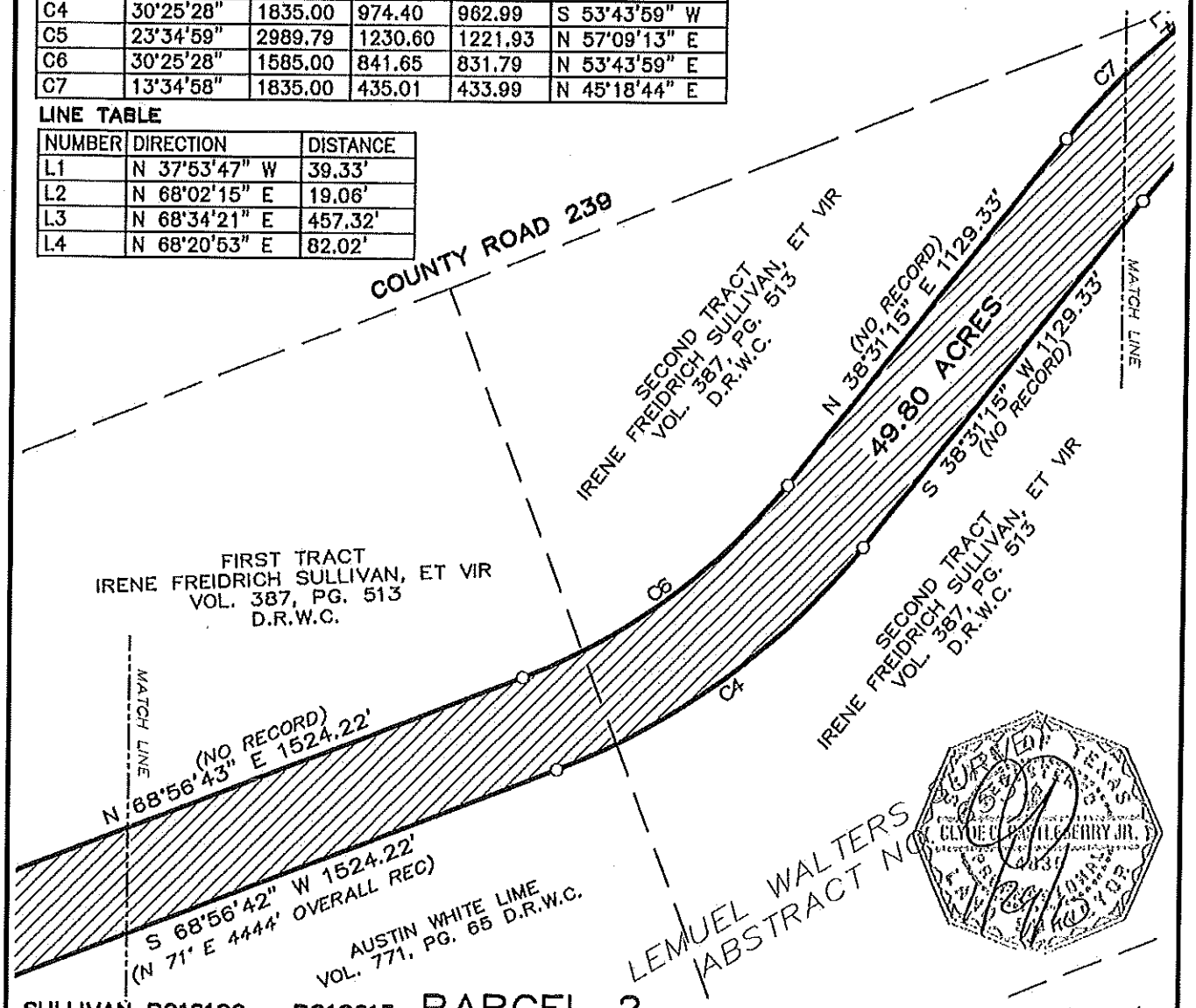

SULLIVAN R012199 – R010613 PARCEL 2

REV 1/10

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SHEET 3 OF 6

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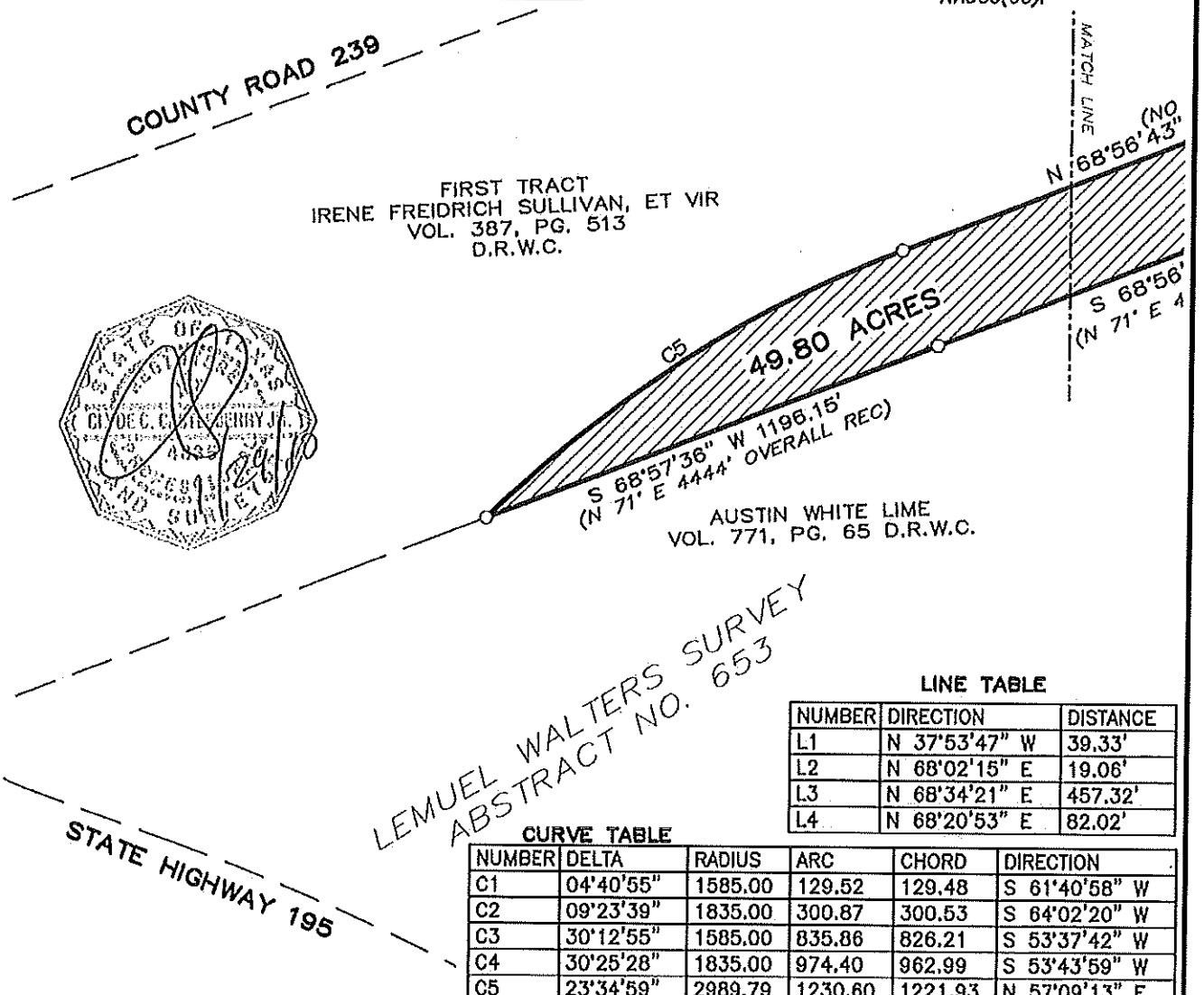

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PARCEL 2

SULLIVAN R012199 – R010613

REV 1/10

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Review and consider approving resolution requesting a public sale of property acquired by the County of Williamson, Texas at a delinquent sale.

Commissioners Court - Regular Session

Date: 11/16/2010
Submitted By: Kathryn Morehouse, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Regular Agenda Items

Information

Agenda Item

Review and consider approving resolution requesting a public sale of property acquired by the County of Williamson, Texas at a delinquent sale.

Background

Properties (see attachment) were offered for sale by the Constable of Williamson County at public auctions pursuant to judgments of foreclosure for delinquent taxes by Williamson County. The following described properties (see attachment) did not receive sufficient bids as set by law and were struck off to The County of Williamson, Texas, Trustee, for the use and benefit of itself and the other taxing units which levied taxes on the properties, pursuant to Section 34.01 (j) Texas Tax Code. The County of Williamson, Texas, does hereby request the Constable of Williamson County, Texas to conduct a public sale in the manner prescribed by the Texas Rules of Civil Procedure and 34.05 (c) and (d) of the Texas Tax Code and sell the following described properties to the highest bidder for cash with a minimum bid of $250.00 for each property.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Public Sale of Property Nov 10

Form Routing/Status

Form Started By: Kathryn Morehouse
Started On: 10/26/2010 08:46 AM
Final Approval Date: 10/27/2010

STATE OF TEXAS

COUNTY OF WILLIAMSON

RESOLUTION REQUESTING A PUBLIC SALE OF PROPERTY ACQUIRED BY THE COUNTY OF WILLIAMSON, TEXAS AT A DELINQUENT TAX SALE

WHEREAS, the following described properties were offered for sale by the Constable of Williamson County, Texas at public auctions pursuant to judgments of foreclosure for delinquent taxes by the District Courts of Williamson County; and

WHEREAS, the following described properties did not receive sufficient bids as set by law and were struck off to The County of Williamson, Texas, Trustee, for the use and benefit of itself and the other taxing units which levied taxes on the properties, pursuant to Section 34.01 (j) Texas Tax Code; and

WHEREAS, TEX. TAX CODE § 34.05 (c) and (d) provides that a taxing unit may request that the Constable sell properties at a public sale to the highest bidder with no minimum bid required,

THEREFORE, BE IT HEREBY RESOLVED that The County of Williamson, Texas, does hereby request the Constable of Williamson County, Texas to conduct a public sale in the manner prescribed by the Texas Rules of Civil Procedure and § 34.05 (c) and (d) of the Texas Tax Code and sell the following described properties to the highest bidder for cash with a minimum bid of $250.00 for each property.

Properties to be sold:

Tax Account #R015797, Lot 8, Block 114, City of Taylor, Williamson County, Texas being that property more particularly described in Volume 511, Page 274 and Volume 440, Page 686 of the Deed Records and Document #2009083132 of the Official Public Records, Williamson County, Texas (approximate situs address: 603 W. Oak Street, Taylor, Texas)

Tax Account #R038924, .53 Acre, more or less, out of Abstract 50 of the T. W. Anderson Survey, Georgetown, Williamson County, Texas being that property more particularly described in Document #2009083133of the Official Public Records, Williamson County, Texas (approximate situs address: 101 PR 915, Georgetown, Texas)

Tax Account #R043175, Lot 2, Block 23, Lord Addition to the City of Georgetown, Williamson County, Texas being that property more particularly described in Document #2010053468 of the Official Public Records, Williamson County, Texas (approximate situs address: 608 19th Street, Georgetown, Texas)

Tax Account #R018264, Lot 18, Block E, Steger Addition to the City of Taylor, Williamson County, Texas being that property more particularly described in Document 2006037869 and Document # 2010053467 of the Official Public Records, Williamson County, Texas (approximate situs address: 510 A/B Lenora Drive, Taylor, Texas)

Tax Account #R018274, Lot 1, Block F, Steger Addition to the City of Taylor, Williamson County, Texas being that property more particularly described in Document #2001074404 and Document #2010046333 of the Official Public Records, Williamson County, Texas (approximate situs address: 402 Stacy Drive, Taylor, Williamson County, Texas)

Tax Account #R006258, 0.75 Acre, more or less, out of a 2 ¼ Acre tract, being a Lot 30' by 100', out of Abstract 268 of the R. Green Survey AKA Tract 23, Wilson Addition, an unrecorded subdivision, City of Thrall, Williamson County, Texas, being that property more particularly described in Volume 336, Page 240 of the Deed Records, Williamson County, Texas (approximate situs address: Taylor Road, Thrall, Texas)

Tax Account #R012846, Lot 14, Block 10, Original Townsite to the City of Granger, Williamson County, Texas being that property more particularly described in Volume 487, Page 535; Volume 117, Page 486 of the Deed Records and Plat Record Volume 34, Page 90 of the Plat Records, Williamson County, Texas and Document #2010046336 of the Official Public Records, Williamson County, Texas (approximate situs address: Highway 95, Granger, Texas)

Tax Account #R012845, Lots 12 and 13, Block 10, Original Townsite to the City of Granger, Williamson County, Texas being that property more particularly described in Volume 487, Page 535; Volume 330, Page 85 and Volume 117, Page 259 of the Deed Records and Plat Record Volume 34, Page 90 of the Plat Records, Williamson County, Texas and Document #2010046335 of the Official Public Records, Williamson County, Texas (approximate situs address: North Commerce Street, Granger, Texas)

Tax Account #R015690, Lot 2, Block 104, City of Taylor, Williamson County, Texas being that property more particularly described in Volume 518, Page 543 of the Deed Records, Williamson County, Texas and Document # 2010070249 of the Official Public Records, Williamson County, Texas (approximate situs address: 408 Sturgis Street, Taylor, Texas)

Tax Account #R012619, Lots 5, 6, 7, 8 and 9, Block 27, Original Townsite of the City of Granger, Williamson County, Texas being a part of that property described in Volume 408, Page 586 and all of that land more particularly described in Volume 868, Page 514 of the Deed Records, Williamson County, Texas and Document # 2010070254 of the Official Public Records, Williamson County, Texas (approximate situs address: Pecan Street, Granger, Texas)

Tax Account #R012620 All of Lots 11, 12, 13, 14, 15, 16 and 17 and the South 40 feet of Lots 18, 19 and 20, Block 27, Original Townsite of the City of Granger, Williamson County, Texas being that property more particularly described in Volume 259, Page 4 and a part of that tract of land more particularly described in Volume 408, Page 586 of the Deed Records, Williamson County, Texas and Document # 2010070250 of the Official Public Records, Williamson County, Texas (approximate situs address: Willis Street, Georgetown, Texas)

Tax Account #R015434, Lot 7, Block 76, City of Taylor, Williamson County, Texas being that property more particularly described in Volume 315 Page 166 of the Deed Records, Williamson County, Texas and Document # 2010070253 of the Official Public Records, Williamson County, Texas (approximate situs address: 806 Center Street, Taylor, Texas 76574

Tax Account #R015491, Lot 10, Block 84, City of Taylor, Williamson County, Texas being that property more particularly described in Volume 313, Page 532 of the Deed Records, Williamson County, Texas and Document # 2010070251 of the Official Public Records, Williamson County, Texas (approximate situs address: 415 Talley Street, Taylor, Texas)

Tax Account #R018445, Lot 13, Block 5, Washington Heights Addition to the City of Taylor, Williamson County, Texas being a part of that property more particularly described in Volume 339, Page 152 of the Deed Records, Williamson County, Texas and Document # 2010070252 of the Official Public Records, Williamson County, Texas (approximate situs address: Mustang Street, Taylor, Texas)

Tax Account #R015707, Lot 10, Block 106, City of Taylor, Williamson County, Texas being that property more particularly described in Volume 532, Page 455 and Document #2009052449 of the Deed Records and Document # 2010070255 of the Official Public Records, Williamson County, Texas (approximate situs address: 311 Symes Street, Taylor, Texas)

Tax Account #R375611, Tract 26, Block 319 out of Abstract 131 of the P. Coursey Survey, City of Taylor, Williamson County, Texas being that property more particularly described in Volume 55, Page 395 and Volume 71, Page 343 of the Deed Records, Williamson County, Texas and Document # 2010070256 of the Official Public Records, Williamson County, Texas (approximate situs address: 3rd Street, Taylor, Texas)

Tax Account #R375602, Tract 22, Block 319 out of Abstract 131 of the P. Coursey Survey, City of Taylor, Williamson County, Texas being that property more particularly described in Volume 20, Page 398 of the Deed Records, Williamson County, Texas and Document # 2010070257 of the Official Public Records, Williamson County, Texas

BE IT FURTHER RESOLVED that the County Judge of Williamson County, Texas, is authorized to execute any deed necessary to convey the property sold pursuant to this Resolution.

THIS RESOLUTION WAS ADOPTED this _____ day of _____, 2010 by the Commissioners Court of Williamson County, Texas.

_____
County Judge

_____
Attested: County Clerk

Amendment No. 1 to Law Enforcement Services - Block House Creek MUD
Commissioners Court - Regular Session

Date: 11/16/2010
Submitted By: Hal Hawes, County Attorney
Submitted For: Sheriff's Office
Department: County Attorney
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action on Amendment No. 1 to Interlocal Agreement for Law Enforcement Services Between Williamson County and Block House Creek MUD.

Background

The requested amendment addresses the number of hours worked currently listed at 182 in the existing agreement to be reduced to 175 hours. Additionally, the amendment eliminates the $455 monthly coordinator fee and provides for compensation for the coordinator to be done as a component of hours worked. Hal Hawes, Legal Advisor to the Commissioners Court, has reviewed the propose amendment and approved it as to form.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Amd No. 1 to Law Enforcement Services Agreement

Form Routing/Status

Form Started By: Hal Hawes Started On: 11/05/2010 11:22 AM

Final Approval Date: 11/08/2010

AMENDMENT NO. 1 TO
INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN WILLIAMSON COUNTY, TEXAS
AND
BLOCK HOUSE MUNICIPAL UTILITY DISTRICT

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This Amendment No. 1 to Interlocal Agreement for Law Enforcement Services (this "*Amendment*") is entered into effective _____, 2010, between **Block House Municipal Utility District** (the "*District*") and **Williamson County, Texas** (the "*County*"). The District and the County are referred to collectively in this Amendment as the "*Parties*".

RECITALS

WHEREAS, the Parties previously entered into an Interlocal Agreement for Law Enforcement Services dated effective March 1, 2010 ("*Agreement*"); and

WHEREAS, the Parties now mutually desire to amend the Agreement as provided in this Amendment;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Amendment to Section 3.1. The first sentence of Section 3.1 of the Agreement is amended to read as follows:

> The total hours spent by (i) the peace officers providing services under this Agreement working in the service Area and (ii) the County's coordinator on coordinating and managing the services provided under this Agreement will be approximately 175 hours per month .

2. Amendment to Section 4.2. Section 4.2 of the Agreement is amended to read as follows:

> The District shall not be required to pay a separate monthly coordinator scheduling fee to compensate the County for the time spent by the County's coordinator on coordinating and managing the service that are being provided hereunder; however, the time expended by the County's coordinator will be included in the calculation of the total hours under Section 3.1 and, therefore, the fee for coordination services will be absorbed in the hourly rates paid to peace officers for performing services for the District hereunder.

3. Prior Agreements Superseded. The Parties confirm that the Agreement, as amended by this Amendment, supersedes and replaces any previous agreements between the District and the County regarding security patrol services, including (i) the Off-Duty Security Agreement dated effective November 24, 2008, and (ii) the Agreement to Schedule and Provide Security Patrols dated effective June 1, 2008, which agreements were of no further force or effect as of the effective date of the Agreement.

4. Definitions. Capitalized terms used in this Amendment and not otherwise defined have the meanings set forth in the Agreement.

5. Ratification; Conflict. Except as expressly modified by this Amendment, the Agreement continues in full force and effect. If there is any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment will control.

Executed on the date or dates set forth below, to be effective as of the _____ day of _____, 2010.

BLOCK HOUSE MUNICIPAL UTILITY DISTRICT

Date: 10/27/10

By: _____
Terence Davis, President,
Board of Directors

WILLIAMSON COUNTY, TEXAS

Date: _____

By: _____
Dan A. Gattis, County Judge

Redistricting
Commissioners Court - Regular Session

Date:	11/16/2010
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 appropriate action on the Williamson County Redistricting Committee's recommendation to select, retain and enter into an agreement with Beirne, Maynard & Parsons, L.L.P. to provide Redistricting Services for Williamson County (Williamson County RFP# 10WCP910).

Background

On June 29th, a request for proposals was issued by the Williamson County Commissioners Court On July 21, 2010 – at 2:00 p.m. the proposals were opened at the 3151 S. E. Inner Loop. We received proposals from the following 6 firms: Knight & Partners, Rolando Rios, Barrett & Smith, Bickerstaff Heath Delgado Acosta, Beirn Maynard & Parsons, and Federal Compliance Consulting. On Sept. 20, 2010, The committee, consisting of Commissioners Birkman and Covey, Hank Prejean, Mary Clark, Richard Semple, Rick Barron and Candi Zaccheus, interviewed 3 finalists: Knight & Partners, Beirne, Maynard & Parsons, L.L.P. and Bickerstaff Heath Delgado Acosta, L.L.P

The firms were ranked by all committee members on a 100 point scale:
o Basic Qualifications (10 Points)
o Ability to Preform (10 Points)
o Geographic Proximity (10 Points)
o Performance History / References (10 Points)
o Proposed Project Approach & Scope of Services to be Provided (50 Points)

The highest ranking firm was Beirne, Maynard & Parsons, L.L.P.

Today the committee is making the recommendation that the Williamson County Commissioners Court enter into an agreement with Beirne, Maynard & Parsons, L.L.P. to provide "Redistricting Services" for Williamson County. The firm proposes a blended hourly rate for all lawyers of $365 per hour, with a project not to exceed amount of $50,000, inclusive of reimbursement expenses for their attorneys, from initial assessment through Department of Justice and/or U.S. District Court pre-clearance filing. The firm will provide an initial assessment for a flat fee of $2,500. If it is necessary for the county to prepare new plans based upon the U.S. Census information, the fee will be included in the project not-to-exceed amount. The bid does not include litigation. If litigation ensues,

the firm will defend the county at the blended rate of $365/hour, plus expenses. The funds for this service will come out of professional services in the general fund. Line item 01-0100-0409-004100.

Attached is a copy of the proposal as well as a memo documenting the procedure.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Redistricting Memo

Link: BeirneProposal

Form Routing/Status

Form Started By: Mary Clark	Started On: 11/10/2010 09:23 AM
Final Approval Date: 11/10/2010	

MEMORANDUM

To: Williamson County Commissioners Court
From: Mary Clark, Executive Assistant
Date: November 10, 2010
Subject: Redistricting

- Commissioner Birkman and Commissioner Covey will co-chair the committee:
  Other committee members:
  - Mary Clark, Executive Assistant – Commissioner, Pct. 1
  - Hank Prejean, County Attorney's Office
  - Richard Semple, Director - GIS & 911 Addressing
  - Rick Barron, Director - Elections
  - Candi Zaccheus, GIS Analyst - Elections

- June 29th, a request for proposals was issued by the court

- July 21, 2010 – at 2:00 p.m., opened the requests for proposal
  - We received proposals from the following firms:
    - Knight & Partners
    - Rolando Rios
    - Barrett & Smith
    - Bickerstaff Heath Delgado Acosta, LLP
    - Beirne, Maynard & Parsons, L.L.P.
    - Federal Compliance Consulting LLC

- Sept. 20, 2010
  - The committee interviewed 3 finalists:
    - Knight & Partners
    - Beirne, Maynard & Parsons, L.L.P.
    - Bickerstaff Heath Delgado Acosta, L.L.P

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  - Ability to Preform (10 Points)
  - Geographic Proximity (10 Points)

- Performance History / References (10 Points)
- Proposed Project Approach & Scope of Services to be Provided (50 Points)

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- November 10th, 2010 – Agenda item submitted:

On June 29th, a request for proposals was issued by the Williamson County Commissioners Court On July 21, 2010 – at 2:00 p.m. the proposals were opened at the 3151 S. E. Inner Loop. We received proposals from the following 6 firms: Knight & Partners, Rolando Rios, Barrett & Smith, Bickerstaff Heath Delgado Acosta, Beirn Maynard & Parsons, and Federal Compliance Consulting. On Sept. 20, 2010, The committee, consisting of Commissioners Birkman and Covey, Hank Prejean, Mary Clark, Richard Semple, Rick Barron and Candi Zaccheus, interviewed 3 finalists: Knight & Partners, Beirne, Maynard & Parsons, L.L.P. and Bickerstaff Heath Delgado Acosta, L.L.P

The firms were ranked by all committee members on a 100 point scale:
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o Performance History / References (10 Points)
o Proposed Project Approach & Scope of Services to be Provided (50 Points)

The highest ranking firm was Beirne, Maynard & Parsons, L.L.P.

Today the committee is making the recommendation that the Williamson County Commissioners Court enter into an agreement with Beirne, Maynard & Parsons, L.L.P. to provide “Redistricting Services” for Williamson County. The firm proposes a blended hourly rate for all lawyers of $365 per hour, with a project not to exceed amount of $50,000, inclusive of reimbursement expenses for their attorneys, from initial assessment through Department of Justice and/or U.S. District Court pre-clearance filing. The firm will provide an initial assessment for a flat fee of $2,500. If it is necessary for the county to prepare new plans based upon the U.S. Census information, the fee will be included in the project not-to-exceed amount. The bid does not include litigation. If litigation ensues, the firm will defend the county at the blended rate of $365/hour, plus expenses.
The funds for this service will come out of professional services in the general fund.
Line item 01-0100-0409-004100.

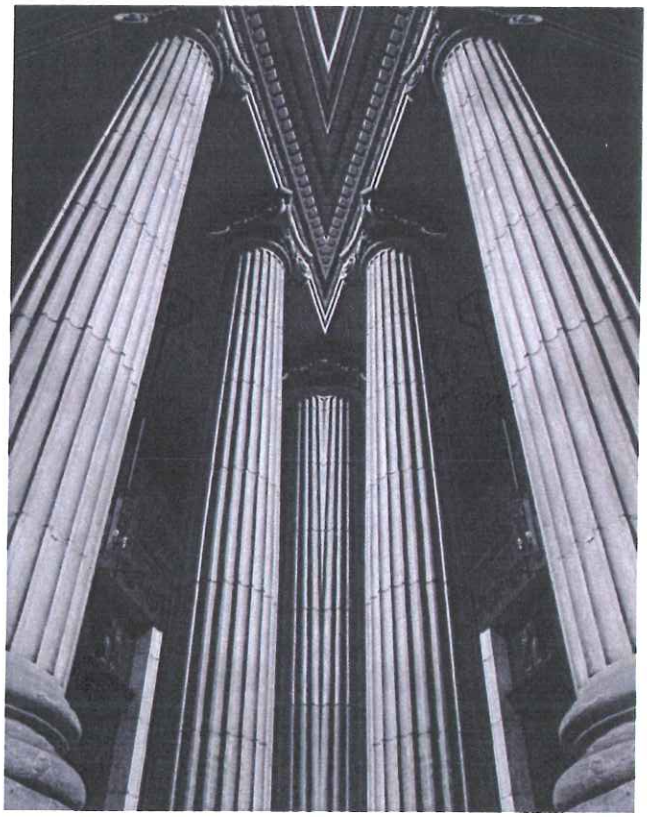
Attached is a copy of the proposal as well as a memo documenting the procedure.

9/20/10
10 A.M.
Trey Trainor
left message
5/26
4 pm

BEIRNE, MAYNARD & PARSONS, L.L.P.

Beirne, Maynard & Parsons, L.L.P.

Response Williamson County
Request for Proposal
RFP #10WCP910



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- Trey Trainor
- Dale Oldham

BEIRNE, MAYNARD & PARSONS, L.L.P.
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JOSEPH NIXON
BOARD CERTIFIED
CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL
SPECIALIZATION

DIRECT DIAL (713) 871-6809
EMAIL: JNIXON@BMPLLP.COM

July 30, 2010

Jonathan Harris, Asst. Purchasing Agent
Williamson County Purchasing Department
301 SE Inner Loop, Suite 106
Georgetown, Texas 78626

Re: RFP Number 10WCP910

Dear Mr. Harris:

The firm of Beirne, Maynard & Parsons, L.L.P. is pleased to express its interest in Williamson County's RFP Number 10WCP910 and with this letter includes Attachment A, the resumes for the individuals providing the service, a signed and completed Williamson County Conflict of Interest Statement and a signed and completed Williamson County Proposal Form. The responses to the questions in Attachment A also include the required references.

Beirne, Maynard & Parsons is a Houston-based law firm with additional offices in Dallas, Austin and New Orleans. For the last twenty years, our natural arena has been the highly structured conflict which is the civil trial and appeal reflected in a client roster which encompasses many industries and covers all areas of dispute resolution/civil litigation in nearly every legal forum in the country, including Election Law.

Our Election Law team includes a former state representative, a former general counsel to the Texas Secretary of State who also served as former counsel to the Chairman of the House Committee on Regulated Industries, and a former general counsel to a Federal Elections Commission Commissioner. In our responses to Attachment A, you will learn that our team has been involved in redistricting, as lawyers and/or legislators, since 1990.

If there is any additional information you require, please do not hesitate to ask.

Very truly yours,

Joseph M. Nixon

JMN/ljs
Enclosures

II. Attachment A

A. Basic Qualifications (10 points)

Provide a brief profile of you, your firm or team, relative to size, history, personnel, and areas of expertise. References to applicable awards, associations, etc. may also be included.

The best way to produce fair and legal maps is to have a thorough understanding of the legal issues and personal experience in drafting maps from initial assessment to map drawing to pre-clearance to trial to appeal in the United States Supreme Court. Our team does.

We are civil trial lawyers, and our natural arena is the highly structured conflict which is a civil trial. Some may go to great lengths to stay out of the courtroom. Not so at Beirne, Maynard & Parsons. We prepare and play to win. That said, we are sensitive to the costs of litigation – the monetary cost, the time and opportunity cost, the emotional cost. Thus, we strive to resolve your litigation, arbitration, or other proceeding in the most innovative, economical, and expeditious way possible.

Beirne, Maynard & Parsons is unique because:

- Unlike the trial or litigation departments of large, multi-practice law firms, we are litigation-only. This means we are able to devote all of our resources to the things that enable us to win for our clients time and time again, such as hiring the best young and experienced trial lawyers, trial-focused training, state-of-the-art technology for litigation support, and much more.
- As one of the largest litigation-only law firms in Texas, we have the depth of firepower to provide our clients with unparalleled service. The chances are that whatever the particular issues in a matter might be, we have attorneys on the team who have handled cases just like it and know exactly how to proceed.
- Further, we look at your litigation strategically, as a business process that must be handled successfully and within the context of your overall business objectives. But if in unusual circumstances the matter is an emergency and the press is circling, we have a great deal of experience in handling that sort of problem for clients, too.

Our Election Law Practice

The legal framework governing public policy advocacy and political activity has become increasingly complicated for businesses, candidates, political action committees, and other organizations. In the wake of recent federal court rulings, and as campaigns for public office have become more litigious, it is now necessary for those who seriously engage in the political process to obtain experienced legal counsel. Our firm has the relevant experience and extensive understanding of the litigation process to help you succeed in today's political landscape.

Redistricting. Our firm is experienced and prepared to help governmental entities with the politically charged and legally complex issues related to redrawing districts. Our comprehensive approach to the redistricting process involves a focused effort on public input, use of the most up-to-date software for map drawing, litigation avoidance counseling, and careful preparation of submissions in compliance with the Federal Voting Rights Act.

Our attorneys have served in the legislative branch of government and been intimately involved in the process of drawing districts, and successfully debating, defending and passing redistricting legislation. Moreover, our lawyers have been involved in landmark redistricting litigation such as *Larios v. Cox*, *LULAC v. Perry*, and *Bartlett v. Strickland*.

If the redistricting process involves litigation, our firm has a full array of trial and appellate advocates, with extensive state and federal level representation experience.

Campaign Finance Compliance Consulting. The attorneys in our Election Law practice have successfully represented clients in contested matters before the Federal Election Commission (FEC) and state level campaign finance regulators. However, one key goal is sanction avoidance: tailoring guidance and steps that avoid contested matter triggers. We achieve this by actively informing our clients of the laws and agency regulations which govern involvement in public policy advocacy and political activity.

Election-Related Litigation. Whether facing a recount or an election contest, ballot eligibility or ballot access, our firm is prepared to litigate. The attorneys in our Election Law practice have been involved in all aspects of election related litigation, including:

- Redistricting
- Challenging a candidate's eligibility to seek public office
- Replacing candidates on the ballot
- Recounts
- Election Contests

Joseph M. Nixon. He has been Board Certified in Civil Trial Law for nineteen years, and has twenty-eight years of experience in complex litigation. With 12 years experience as a state representative, four years prior experience serving as General Counsel to the Harris County Republican Party, and a leadership role in the 2001 and 2003 redistricting efforts including assistance in drawing lines for state house and congressional districts, Mr. Nixon is well versed in the election process. He delivers a rare combination of legislative, legal, and political experience on behalf of his clients.

In addition to his active commercial practice, Mr. Nixon has represented the Republican Party and several candidates in election contests, and has represented a statewide candidate before the Texas Supreme Court. He has also served as Special Counsel to the Texas Republican Party in several matters.

Dale Oldham has acted as Redistricting Counsel for the Republican National Committee during the 2000 redistricting cycle. He has also served as Associate Counsel for the Republican National Committee during the 1990 redistricting cycle and Counsel for the Congressionally Appointed members of the United States Census Monitoring Board.

Mr. Oldham has been involved in nearly all of the legislative and congressional redistricting litigation in both the 1990 and 2000 redistricting cycles, representing clients from county to congressional levels in a wide variety of litigation postures. He served as Counsel to a member of the Federal Election Commission, where he helped write FEC regulations and rulings.

Mr. Oldham has appeared on panels and provided lectures or presented papers to such diverse groups as the ACLU, the National Conference of State Legislatures, and the American Bar Association. His paper on decennial census adjustments was published by the ABA along with other papers presented at the symposium Race, Sex, and Money by the Numbers: the Impact of Census 2000 on State and Local Government. Oldham is a graduate of the University of South Carolina School of Law.

Trey Trainor A former General Counsel to the Texas Secretary of State, and Chief Committee Clerk to a major committee in the Texas House of Representatives, Mr. Trainor focuses primarily on election law and government relations.

Mr. Trainor has been intimately involved in Texas redistricting, helping to design the Texas House legislative districts adopted for the 2002 elections. During the third-called Special Session of 2003, he coordinated the maps and legal aspects of passage and Department of Justice pre-clearance of HB 3, the new congressional maps adopted for the 2004 elections.

Mr. Trainor advises numerous elected officials and political organizations on compliance with state and federal election regulations. Additionally, he has served as lead counsel on several election recounts and contests.

* Please see Appendix A for team-member resumes

B. Ability to Perform (10 points)

Provide an overview of you, your firm or team's specific experience on similar redistricting projects and provide a project schedule of all described activities.

As one of Texas' largest all litigation/dispute resolution firms with offices in Houston, Dallas, Austin, and New Orleans, Beirne, Maynard & Parsons, L.L.P. is experienced and prepared to help governmental entities with the politically charged and legally complex issues relating to redrawing county, justice of the peace, and precinct districts. Our firm applies a comprehensive approach to the redistricting process. We utilize public input, the most up to date software for map drawing, litigation avoidance counseling, and careful preparation of submissions in compliance with the Federal Voting Rights Act. Our goal is to provide the Williamson County with fair and legal maps and assist county officials in meeting their redistricting obligations.

The firm utilizes Maptitude 6.0 software, which has been upgraded to take "communities of interest" as defined by the Department of Justice into account. This is the same software utilized by the Department of Justice and the maps may be submitted seamlessly to the Department of Justice as part of the Voting Rights Act and pre-clearance compliance. The firm's lawyers have utilized this software since 1999 and, previously, utilized the GIS Systems software.

The firm is also prepared, if the need arises, to litigate from trial to final appeal the maps selected by the Commissioner's Court. The responsibilities of Mr. Nixon and Mr. Trainor will be to assist Williamson County in public hearings and map drawing to comply with the Voting Rights Act. Mr. Oldham will coordinate map drawing and Department of Justice pre-clearance filings for map approval. These three attorneys intend to work as a team on this project.

Your team is skilled in the use of the Maptitude redistricting software as well as other competitive GIS systems. Our experience with the demographic and political sensitivities of redistricting give us a unique ability to correlate these concerns with the requirements of redistricting law in order to produce the most legally defensible plan possible and still meet the policy goals of the jurisdiction.

The firm will work with Williamson County Commissioner's court and its designated representatives to ensure that the appropriate information is taken into account, the necessary statutes and regulations are followed, and Voting Rights Act submission is timely made. The goal is the timely submission to the Department of Justice and/or the three judge panel of fair and legal maps for which future elections may be held, while minimizing costs and delay for the County.

It is anticipated that the State of Texas will receive the 2010 Census information by late February or early April 2011. Until then, the firm has the latest available demographic and statistical information in its software files with which preliminary maps may be prepared. It is possible, if the commissioner's court requires, to begin the process of preparing preliminary maps and conducting public hearings as soon as the bid is awarded in order to facilitate a smooth and timely Voting Rights Act preclearance submittal.

The firm is prepared to be present at all relevant public hearings held by the Williamson County Commissioner's Court, prepare the Voting Rights Act submittal and submit maps to both the Secretary of State, and the Department of Justice and have the filing done no later than August 31, 2011.

It is anticipated that a legal strategy for quick federal approval may require that the submission also be made to a panel of three federal judges in Washington, D.C. The firm is prepared to make that filing, either alternatively or additionally, as part of this bid. The firm will be available telephonically as needed, and in person for all commissioners' court hearings and as the court and project require.

Should litigation ensue based upon your approved maps, the firm is prepared to defend Williamson County. The firm's bid includes a bid for this possible work separate from the hourly rate (not-to-exceed price) included in this

proposal. More detailed information regarding the firms litigation and appellate experience are listed in section IX, Staffing Levels and Operating Procedures.

Projects of note with which our attorneys in our team have been involved are:

(1) Texas House of Representatives, State Representative Phil King, District 61 - Attorneys currently with the firm served as legal counsel to Rep. King who was the primary author of HB3 during the 3rd Called Session of the 78th Legislature relating to the composition of the districts for the election of members of the United State House of Representatives from the State of Texas (Congressional redistricting bill). As counsel, members of the firm were involved in the public hearing, map drawing, Department of Justice administrative preclearance, and litigation activities surrounding the implementation of new Congressional districts for the State of Texas.

(2) Roger Williams, 105th Texas Secretary of State - Attorneys currently with the firm served as legal counsel for the Office of the Secretary of State during litigation surrounding the Congressional redistricting legislation passed in 2003. The Office of the Secretary of State was a named party in the *LULAC v. Perry* litigation before the U.S. Supreme Court and a coordinated legal effort by all state party litigants was managed through the Office of the Attorney General

(3) South Carolina Speaker of the House, David Wilkins, resulting in *Campbell v Theadore,* 508 U.S. 969 (1993) and *Able v Beasley*, 3:96-0003-17 (April 28, 2997)

(4) Republican National Committee – Attorney was principal author of all redistricting briefs produced by the RNC, assisted local counsel in all 50 states, and produced manual and instructed local counsel during 2000 redistricting cycle.

(5) Georgia Republican Congressional Delegation, resulting in *Johnson v Miller*, 922 F. Sup 1552 (S.D. GA 1995)

(6) GOPAC – Texas – Currently advising on regulatory and redistricting issues for Texas House members

(7) Richland County Republican Counsel Members, resulting in *Elliott v Richland County Democratic Party*, 472 S.E. 2d 256 (S.C. Sup Ct, 1996) and 489 S.E. 2d 529 (S.C. Sup Ct 1997) (County Counsel redistricting).

C. Geographic Proximity (10 points)

Consideration will be given to where your, your firm's or team's main office is located and how that may, or may not, affect the timely delivery of services.

Beirne, Maynard & Parsons, L.L.P. has offices in Houston, Austin, Dallas and New Orleans. This project will be facilitated from its offices in Austin.

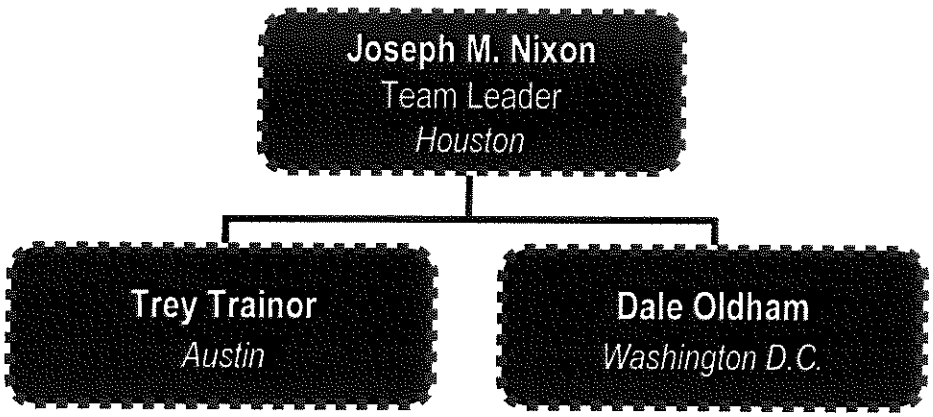
The firm has Maptitude 6.0 with all the current demographic information available from the U.S. Census Bureau and the State of Texas. This is the same software used by the U.S. Department of Justice and allows us to seamlessly file the county's plans with the Department of Justice.

Additionally, this software allows us to download the county's plan for review in any of our offices.

Finally, Mr. Oldham is stationed in Washington, D.C. He is able to facilitate the firms filings with the Department of Justice, meet with Department of Justice lawyers and make appearances with the U.S. District Court for the D.C. Circuit.

D. Technical Capabilities (10 points)

Provide a narrative description of your, your firm's or team's resources and ability to deliver services required for the project. Provide resumes of all key personnel to be used, including project experience, specific areas of expertise, relevant educational backgrounds and certifications. Specify who will be the team leader and primary contact and/or work person. Identify associates who will be involved and their roles.



The resumes of Messrs. Nixon, Trainor and Oldham are attached. Mr. Nixon will be the team leader and primary contact. This team's abilities have been detailed in answers in prior sections. The team has prepared state representative and U.S. Congressional district maps in Texas and county, state house and senate and U.S. Congressional maps in other states. Additionally, the team has been involved in litigation and appeal of most major redistricting cases since 1990. The best way to draw fair and legal maps is to have an intimate knowledge of what courts will and will not approve. The team's goal is to assist the county in the preparation of fair and legal maps.

Finally, the team is skilled in the use of Maptitude 6.0.

E. Performance History/References (10 points)

List a minimum of three (3) clients with redistricting projects for which you, your firm or team provided redistricting services. The list should include:

- **Name of agency/client, contact person, phone number and e-mail address**
- **Year service was provided**
- **Type of project and scope of services provided**

The Hon. Phil King
State Representative, District 61
P.O. Box 2910
Austin, TX 78768
(512) 463-0738

Served as legal counsel for Rep. King who authored the Texas Congressional Redistricting bill that was passed by the Texas Legislature in 2003. (2001-2003)

John L. Ryder
Partner
Harris Shelton Hanover Walsh, PLLC
One Commerce Square
Suite 700
Memphis, TN 38103
(901) 526-1455

Dale Oldham prepared plans and legal briefs in conjunction with assisting the Republican National Committee and consulting with Mr. Ryder on behalf of his clients. (present)

The Hon. Roger Williams
Former Texas Secretary of State
P.O. Box 1504
Austin, TX 78767
(888) 797-6437

Served as legal counsel to one of the named parties (Secretary of State Roger Williams) in the *LULAC v. Perry* litigation surrounding the 2003 Congressional Redistricting map. (2003-2004)

Thomas B. Hofeller, Ph.D.
Redistricting Coordinator
Republican National Committee
310 First Street, S.E.
Washington, D.C., 20003
(202) 863-8816

Dale Oldham was principal author of all redistricting briefs produced by the Republican National Committee as well as assisted local counsel in all 50 states. (1990-present)

Additionally, Mr. Nixon served as state representative during the 2001 and 2003 redistricting efforts in the Texas House of Representatives and was very involved in the actual preparation of the proposed maps for state representatives (2001) and U. S. Congress (2003).

F. Proposed Project Approach & Scope of Services to be Provided (50 points)

- **Provide a short narrative that conveys an understanding of the project goals and objectives**
- **Demonstrate your, your firm's or team's capabilities, innovative approaches and/or special methodologies to accomplish the project**
- **Describe and provide a systematic and methodical description of the scope of work, how it will be accomplished in a format that could be included in a consulting contract**
- **Identify key personnel to be used and their areas of responsibility**
- **Provide a breakdown of staff by work activity (personnel identified in the proposal must be the same personnel that will work on the project. Personnel changes after contract/agreement execution must be approved by Williamson County)**
- **Provide a projected timeline listing duties, tasks, and milestones for this project**
- **Provide a detailed price, including a not to exceed amount as well as an attached hourly rate sheet for all personnel, including reimbursable expenses. The "not to exceed amount" shall be the total amount of fees, costs, and reimbursable expenses that Respondent will agree to provide all services subject to this RFP. By responding to the RFP, the Respondent understands and acknowledges that the "not to exceed amount" shall not be considered a total guaranteed lump sum amount that is to be paid by County. Should the actual fees, costs, and reimbursable expenses be less than the not to exceed amount, the successful Respondent shall receive only the amount of actual fees, costs and reimbursable expenses necessary to complete the services subject of the RFP.**

Beirne, Maynard & Parsons, L.L.P. (the Firm) understands the goal of the project to be the fair and legal redrawing of the single member districts that encompass the county government of Williamson County. The Firm also understands the objective of the project to be the accomplishment of the goal, by working in conjunction with legal experts in the redistricting field, in a manner that minimizes any burden on the financial and personnel resources of Williamson County.

Our approach to this project would be to act as legal advisors to augment the in-house map drawing and public policy decisions that will be undertaken by Williamson County. Specifically, the Firm will meet with the personnel designated by Williamson County to undertake the redistricting process, at the outset of the project, to ensure that they have a clear and concise understanding of the legal criteria that will need to be taken into consideration.

Systematically, the Firm will conduct a preliminary planning meeting with Williamson County wherein we will discuss population projections, important demographic and geographic considerations specific to the County, and the current legal criteria that will need to be incorporated into any redistricting plan. Next, the Firm will make staff available to assist County personnel in the map drawing process, understanding that County personnel will be primarily responsible for such activity and the Firm is only providing legal analysis as requested or necessary.

Upon the County personnel's completion of a redistricting plan, we will upload the proposal onto the Firm's GIS software system and undertake a legal evaluation of the plan. We will then meet with Williamson County to discuss our findings and make recommendations, if necessary. Obviously, this process may be repeated several times until the County officials reach a final map with which they are comfortable and accomplishes the goal of the project.

Once the new redistricting map is completed and approved by the Williamson County Commissioners Court, the Firm will prepare the map for preclearance as required by the Voting Rights Act. Moreover, the Firm will, based upon the most cost effective and economical means recommend which method of preclearance will be most bene-

ficial to the County. The Firm will submit the map for preclearance and manage, with the assistance of Williamson County, any supplemental filings.

The Firm has assigned Mr. Nixon as the project manager for the Williamson County Redistricting Plan. Mr. Nixon will be the primary point of contact with the Firm and he will be assisted on the project by Mr. Trey Trainor and Mr. Dale Oldham. Mr. Trainor and Mr. Oldham will jointly undertake the legal criteria briefing and analysis on the project. Mr. Oldham, primarily, and Mr. Trainor in assistance will be responsible for the drafting and preclearance submission of the County plan.

Recognizing that the timeframe from when official Census data will be made available to the County to the initial filing deadline for the 2012 elections is very short, especially considering the preclearance hurdle, the Firm is prepared to work quickly and efficiently on the project. Upon completion of the contract, the Firm would propose meeting with County personnel for a preliminary discussion of population projections, important demographic and geographic considerations specific to the County, and the current legal criteria that will need to be incorporated into any plan so the County can start drawing maps as soon as practicable.

The Firm envisions a process wherein the County has a preliminary map based on preliminary data that we can evaluate prior to the release of official Census data. Once the Census data is released, the County and Firm can update the preliminary plan and hopefully begin the finalization map drawing process within a few weeks after official data is released. This approach will allow the maximum amount of time for preclearance submissions and County administrative activities to prepare for the 2011 and 2012 elections.

III. Williamson County Conflict of Interest Statement

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: Martin D. Beirne
Name of Company: Beirne, Maynard & Parsons, L.L.P.
Date: July 29th 2010
Signature of person submitting form: Martin D Beirne

Notarized:

Sworn and subscribed before me by: Wandah Arnold

on August 2, 2010 **(date)**

WANDAH ARNOLD
Notary Public, State of Texas
My Commission Expires 02-27-2012

IV. Williamson County Proposal Form

WILLIAMSON COUNTY PROPOSAL FORM

Williamson County Redistricting Plan

RFP NUMBER: 10WCP910

NAME OF RESPONDENT: Martin D. Beirne
Beirne, Maynard & Parsons, L.L.P.

Mailing Address: 1300 Post Oak, Blvd. Suite 2500

City: Houston State: TX Zip: 77056

Email Address: mbeirne@bmpllp.com

Telephone: (713) 960-7301 Fax: (713) 960-1527

The undersigned, by his/her signature, represents that he/she is authorized to bind the Respondent to fully comply with the terms and conditions of the attached RFP, 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.

Martin D. Beirne Date: 7/29/10

Signature of Person Authorized to Sign PROPOSAL

Printed Name and Title of Signer: Martin D. Beirne, Managing Partner

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

V. Hourly Rates

Williamson County has requested a price based on an hourly rate with a not-to-exceed an overall project price, including reimbursement of expenses.

The firm proposes a blended hourly rate for all lawyers of $365 per hour, with a project not to exceed amount of $50,000, inclusive of reimbursement expenses for our attorneys, from initial assessment through Department of Justice and/or U.S. District Court pre-clearance filing.

The firm will provide an initial assessment for a flat fee of $2,500. If it is necessary for the county to prepare new plans based upon the U.S. Census information, that fee will be included in the project not-to-exceed amount.

This bid does not include litigation. If litigation ensues, the firm will defend the county at the blended rate of $365/hour, plus expenses.

VI. Resumes

- Joseph M. Nixon
- Trey Trainor
- Dale Oldham

Interlocal Agreement Between City of Leander and Williamson County For Emergency Communications

Commissioners Court - Regular Session

Date: 11/16/2010
Submitted By: Gene Smith, Emergency Communications
Submitted For: Patrick Cobb
Department: Emergency Communications
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take possible action on Interlocal Agreement between Williamson County and the City of Leander to provide Emergency Communication Services.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: ILA Leander

Form Routing/Status

Form Started By: Gene Smith Started On: 11/09/2010 03:12 PM

Final Approval Date: 11/09/2010

INTERLOCAL AGREEMENT
BETWEEN CITY OF LEANDER AND WILLIAMSON COUNTY FOR
EMERGENCY COMMUNICATIONS SERVICES

THE STATE OF TEXAS '
' **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON '

This Interlocal Agreement (the "Agreement") is made and entered into by and between WILLIAMSON COUNTY and the CITY OF LEANDER, sometimes referred to herein singularly as the "party" or collectively as the "parties", both of which are local governments and political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code, Chapter 791, Section 791.011(a) and Section 791.011(c)(2) provides that local governments may contract with other local governments to perform governmental functions and services that each party to the contract is authorized to perform individually; and

WHEREAS, mutual-aid and automatic-aid providers for the Leander Fire Department are serviced by Williamson County Emergency Communications; and

WHEREAS, Williamson County is currently installing new public safety technology programs such as computer aided dispatch, fire records management, automatic vehicle locators (AVL), and mobile data services; and

WHEREAS, Williamson County is extending these services to the Leander Fire Department if served by the County; and

WHEREAS, representatives of the parties have met periodically with other political subdivisions located within Williamson County, all of which share common interests in the continued improvement of emergency communications, and all of which desire to participate in the Williamson County Public Safety Technology Program, receive emergency communications services; and

WHEREAS, the parties have reached agreement on certain areas of common concern, including the need for the Leander Fire Department to continue to receive emergency communications services from Williamson County; and

WHEREAS, the Leander Fire Department desires to contract in this Agreement for the continuation of emergency communications services from the County at no cost; and

WHEREAS, Williamson County desires to contract in this Agreement for the provision of comprehensive emergency communications services to the Leander Fire Department at no cost; and

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

SECTION 1
DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

Overarching Definition: Williamson County Emergency Communications is recognized by the State of Texas as the Primary Warning Point for county emergency communications and provides public safety communications services to the majority of law enforcement, fire services, and emergency medical providers within the County. In addition, the department plays an integral role in emergency management operations both within the County and the Capital Region.

1. **Advisory Board** - The "Advisory Board" shall mean the Williamson County Fire Chief's Association "Communications Committee" body that provides recommendations to the County Emergency Communications Director/Williamson County as to issues relating to the overall services of the Williamson County Radio Communications System (RCS), management and operations issues, system issues, and other issues relating to areas delineated in this Agreement in Section 6.

2. **Comprehensive Emergency Communications Services** - shall mean the receiving of 911 telephone calls for County service area and as established in Exhibit A, Standard Operating Guidelines, non-emergency telephone calls for services, radio requests for services, primary dispatch center for fire response, monitoring of all fire services radio traffic, System Status Management (SSM) of fire resources, computer aided dispatch, mobile data services, automatic vehicle locators (AVL), mutual/automatic aid resource management, fire records management system, and other services typically offered by an emergency communications center to a customer fire- rescue services organization. These typical services also include subscriber unit (radio) services, maintenance, alias database management, installations, removals, remounts, technical services, programming, and interoperability coordination.

3. **Agency-specific Equipment** - "Agency-specific Equipment" shall mean equipment purchased by the City of Leander for emergency voice and data communications including, but not limited to; radio and paging subscriber units such as pagers, mobile radios, portable radios, base station radios, antenna systems, vehicle intercom and headset systems, mobile computer devices, GPS units, and internet connectivity devices.

4. **City** - "City" shall mean and include the City of Leander, Texas. Any reference in this Agreement to any such City or Cities shall include the respective officers, agents, employees and departments of such City or Cities.

5. **Day** - "Day" shall mean a calendar day.

6. **Employee** - "Employee" shall mean a person holding a position listed in the RCS Budget.

7. **FCC** - The "FCC" shall mean the Federal Communications Commission.

8. **Fiscal Year**- "Fiscal Year" shall mean the fiscal year (as adopted by the Program Manager/Williamson County) which begins on each October 1st and ends on each September 30th of the following year.

9. **Party-owned Enhancement** - A "Party-owned Enhancement" shall mean any addition to the RCS,, such addition being owned by an RCS Party or Associate, that does not necessarily benefit all RCS Parties and Associates, including the installation of IR Sites purchased and implemented by an RCS Party or Associate that serve to enhance a specific geographic coverage area but that are not designed to benefit all RCS Parties and/or Associates under normal daily operations; station antenna systems, station alerting systems, etc.

10. **Program Manager** - The "Program Manager" shall mean Williamson County, Texas, and its designated entity or person employed to perform specified functions.

11. **PSAP** - "PSAP" shall mean "Public Safety Answering Point" which is a communications center that answers 911 telephone calls.

12. **RCS Associate** - "RCS Associate" shall mean an entity that is a user of the RCS, that is eligible to use the licensed frequencies under FCC rules and regulations, but that is not a full RCS Party as defined herein and, as such, has no membership right or eligibility to the RCS Advisory Board. In addition to the other requirements set forth herein, each RCS Associate shall be required to execute an interlocal agreement with Williamson County prior to becoming a user of the RCS. Such interlocal agreement shall serve as evidence that the RCS Associate has agreed to be bound by the terms and conditions of this Agreement. When such entities are referred to herein in the plural, they shall be termed "RCS Associates". Associates are all entities using the RCS other than those specifically defined as "RCS Parties" defined herein.

13. **RCS Infrastructure** - "RCS Infrastructure" shall mean all system hardware and software necessary for the normal operation of both the RCS and RCS Infrastructure Equipment. The term "RCS Infrastructure" does not include Party-owned Enhancements, Subscriber Equipment and Agency-specific Equipment.

14. RCS Infrastructure Equipment - "RCS Infrastructure Equipment" shall mean all critical system equipment necessary to operate the RCS including but not limited to RCS tower sites, RCS Prime Site Controller, and connectivity devices utilized between the RCS Prime Site or Backup Site and the City of Austin. The term "RCS Infrastructure Equipment" does not include Subscriber Units, Party-owned Enhancements, Agency-specific Equipment, or connectivity devices between each PSAP and the RCS Prime Site, Backup Site or the City of Austin.

15. RCS Party - "RCS Party" shall mean and include Williamson County, the City of Georgetown, the City of Round Rock, the City of Cedar Park, and the City of Hutto / ESD #3, all of which made significant capital investments in the former CWICS system and were CWICS parties. When such entities are referred to herein in the plural, they shall be termed "RCS Parties."

16. RCS Remaining Parties - "Remaining Parties" shall mean the parties to this Agreement who remain contractually committed to the RCS and this Agreement after the withdrawal of any RCS Party.

17. RCS System Capacity - "RCS System Capacity" shall mean the quantity of available trunked radio channel resources that are operated by the RCS and that are accessible by RCS Parties and Associates. The capacity of the system shall be such that the system supports the stated traffic loading, as delineated in Section 10, which is derived by periodic traffic monitoring.

18. RCS System Load - "RCS System Load" shall mean the amount of trunked radio traffic generated by the RCS Parties and Associates determined by radio traffic monitoring, and identified as a Grade of Service (GOS), where GOS is the probability of a user being "blocked" or delayed access to a trunked radio channel resource for more than a specified time interval as measured during a peak traffic time period defined as the "busy hour."

19. Simulcast System - The "Simulcast System" shall mean the 800MHz trunked simulcast system linked into the Austin-Travis County Regional Radio System. The term "Simulcast System" does not include dispatch, mobile or portable radios, radio phones, agency-specific equipment or PSAP connection devices to the Simulcast System that are solely owned and maintained by each RCS Party or Associate.

20. Subscriber Equipment - "Subscriber Equipment" shall mean and include, but shall not be limited to, portable radios, mobile radios, control station radios and radio consoles owned and operated by the RCS Parties and Associates.

21. Subscriber Unit - "Subscriber Unit" shall mean a portable or fixed radio communications device such as a mobile vehicle radio, portable hand-held radio, or fixed control station within a communications center.

22. **Support Vendor** - "Support Vendor" shall mean a vendor properly selected (in accordance with applicable state laws) to provide maintenance, repair, troubleshooting, and/or related services for the RCS.

23. **System-owned Enhancement** - A "System-owned Enhancement" shall mean any addition to the RCS, such addition being owned by the RCS itself, that benefits RCS Parties and Associates overall, including but not limited to system-wide software upgrades, installation of new tower sites, or replacement of existing RCS Infrastructure Equipment.

24. **System Manager** - The "System Manager" shall mean the entity designated by Program Manager/Williamson County to perform duties under this Agreement at the direction of Program Manager/Williamson County, such duties to include day-to-day technical operations of the RCS as such relate to the RCS's inter-connectivity to the Austin-Travis County Regional Radio System.

25. **Williamson County** - "Williamson County" shall mean Williamson County, Texas. Any reference in this Agreement to Williamson County shall include the respective officers, agents, employees and departments of Williamson County.

26. **Williamson County Radio Communications System (the "RCS")** - The "RCS" shall mean the Williamson County digital radio communications system serving all RCS Parties and Associates.

SECTION 2
PURPOSE

The general purpose of this Agreement is to the continuation of comprehensive emergency communications services from Williamson County, Texas to the City of Leander Fire Department.

The parties to this Agreement have developed initial service level objectives attached hereto as Exhibit "A" and incorporated herein by reference for all appropriate purposes, and the parties to this Agreement have developed system performance measurements and call processing guidelines attached hereto as Exhibit "B" and incorporated herein by reference for all appropriate purposes.

SECTION 3
TERM OF AGREEMENT; AND EFFECTIVE DATE

This Agreement shall commence on and be deemed to be effective as of seven o'clock on the morning of November 1, 2010 (0700hrs, 11/1/2010). The initial term of this Agreement is for one year ending October 31, 2011 (the "Initial Term"), subject to the rights of withdrawal and termination as contained herein. From and after the Initial Term, this Agreement shall renew and extend automatically under the terms and conditions then in effect and for the consideration as indicated in this Agreement for successive one year periods.

SECTION 4
ADVISORY BOARD

Subsection 4.01: General Purpose. The parties hereto expressly acknowledge that the Advisory Board shall be advisory in nature. Notwithstanding anything contained herein to the contrary, the parties hereto expressly acknowledge that the Advisory Board shall have no authority to obligate the Emergency Communications Director/Williamson County in any financial way, nor shall the Advisory Board have the authority to make expenditures of funds.

The organizational structure of the Advisory Board is voluntary in nature and composed of interested parties of the Williamson County Fire Chief's Association. This Advisory Board is informal and meets ad hoc as necessary to discuss emergency communications needs or services. The Advisory Board is an established body, managed by, and subordinate to the Williamson County Fire Chief's Association.

Subsection 4.02: Composition. The parties hereto expressly acknowledge that the Advisory Board shall consist of only Williamson County Fire Chief's Association members. There are no term limits and membership is open to those interested in participation.

Subsection 4.03: Duties. The Advisory Board's duties and authority shall be as follows:

1. Annually review local, regional, and state radio interoperability communications plans as needed. Continuously review and revise existing emergency communications policies and procedures as needed; discuss mutual/automatic aid communications plans to include in/out of county fire-rescue-incident management responses; review radio system coverage and discuss improvements when needed.

2. Review and make recommendations to the Emergency Communications Director/Williamson County regarding the operating policies and procedures for the RCS or emergency communications center, including policies relating to radio resource management, training of communications and field personnel, system security, fleet mapping management, alias database management, capacity management, FCC compliance, and interoperability among Williamson County agencies and with other radio systems;

3. Regularly review the service level objectives and system performance measurements for emergency communications services and recommend actions to ensure reliable performance;

4. Develop and recommend System-owned Enhancements to the Emergency Communications Director/Williamson County, if and as needed, to ensure desired functionality and performance.

Subsection 4.04: Terms. The term of each Advisory Board Member is unlimited.

Subsection 4.05: Attendance Requirements. NONE

Subsection 4.06: Procedures for Advisory Board Meetings. The Advisory Board shall meet at the discretion of Williamson County or at the request of the Williamson County Fire Chief's Association. The Williamson County Fire Chief's Association (WCFCA) shall preside at each Board Meeting. The entity requesting the Board Meeting shall provide all parties with at least ten (10) days notice of proposed dates for regular meetings. The Emergency Communications Director/Williamson County and/or any Advisory Board Member may place an item on the Advisory Board's meeting agenda by submitting the item to the WCFCA at least five (5) days prior to the next scheduled meeting. The WCFCA shall submit the official agenda to the Advisory Board Members by the time that it is posted. There are no requirements to follow the Texas Open Meetings Act, but in any event not later than seventy-two (72) hours prior to the scheduled meeting.

SECTION 5
AMENDMENTS

Subsection 5.01: Proposal of Amendment. Either party to this Agreement may propose an amendment to this Agreement to the other party. Both parties shall consider the proposed amendment and make a recommendation to their respective governing bodies. The Emergency Communications Director/Williamson County shall review such proposed amendment and decide to accept or deny the proposed amendment, and shall thereafter notify the other party and Associate, in writing, of its decision to accept or deny the proposed amendment.

Subsection 5.02: Adoption of Amendment. An amendment to this Agreement shall be effective when adopted by the governing bodies of the parties. A party whose governing body does not adopt such amendment may withdraw from participation in the Agreement as provided herein. Each amendment to this Agreement shall be formalized in a written document and shall be signed by all parties. All amendments that are proposed and adopted shall be binding on each party.

SECTION 6
STAFFING AND OPERATIONS

Subsection 6.01: Emergency Communications Duties. The County shall provide personnel to perform all required duties for the provision of comprehensive emergency communications including, but not limited to, the day-to-day technical operations of the emergency communications system as such relate to the services provided to the City of Leander Fire Department. All actions of the Emergency Communications Center shall be performed under the direction of the Emergency Communications Director/Williamson County.

Subsection 6.02: Emergency Communications Director Duties and Responsibilities. At a minimum, the Emergency Communications Director shall have the following duties and responsibilities:

1. *Minutes*. Assign a designee to maintain minutes of the Advisory Board meetings;

2. *Operations Authority and Recommendations.* Have operational authority of the system for daily operations, and consider recommendations from the Advisory Board on standard operating procedures and maintenance of the system;

3. *Supervision.* Supervise and oversee the personnel that are provided by Williamson County to support the system;

4. *Dispute Resolution.* Provide the first level of administrative dispute resolution to the parties as such disputes relate to the operation of the system;

5. *Retention of System Related Documents and Agreements.* Maintain a current copy of this Agreement, any amendments to this Agreement, the most current version of all exhibits made a part of this Agreement, all program records of the system. Such documentation shall be kept in the Emergency Communications Director's Office and be made available for inspection by the parties;

6. *Template Control.* Maintain a current copy of each Subscriber Unit and template used on Agency-specific consoles operating on the RCS. Each RCS Party and Associate is responsible for updating its respective templates and providing said copies to Williamson County. The Emergency Communications Director/Williamson County shall make templates available to all RCS Parties and Associates upon request. The Emergency Communications Director/Williamson County shall also maintain a copy of all Template Interlocal Agreements, Memorandums of Understanding, and written agreements between RCS Parties, Associates, and other agencies authorizing the sharing, programming, and usage of any channels on the RCS. The Emergency Communications Director/Williamson County will coordinate subscriber unit templates and fleet mapping to ensure that interoperability requirements are met between all users of the RCS and the Greater Austin/ Travis County Regional Radio System (GATRRS);

7. *Performance Reports.* Quarterly, or more frequently if specifically requested by the Advisory Board, provide the Advisory Board with at least one report of System performance measures, as included in the Annual System Assessment described herein;

8. *Standard Operating Procedures.* Develop, distribute, and revise current standard operating procedures for the System(s);

9. *Annual System Assessment.* Annually, or more frequently if specifically requested by the Advisory Board, provide the Advisory Board with a system assessment as to the capacity, coverage, and utilization of the RCS;

10. *RCS Availability.* Assist the RCS Parties and Associates in working to ensure operational and technical availability of RCS features to all RCS Parties and Associates which support interactions and communications with other public safety systems.

SECTION 7
LEVEL OF SERVICES

The Emergency Communications Director/Williamson County shall provide the City of Leander Fire Department with a level of service which is, at a minimum, in compliance with the service level objectives and system performance measurements attached hereto as Exhibit "A" and Exhibit "B" respectively.

SECTION 8
WILLIAMSON COUNTY RADIO COMMUNICATIONS SYSTEM "RCS"

The RCS is owned and managed by the County. The RCS is utilized by Partners and Associates as defined in the Agreement. The Williamson County RCS Interlocal Agreement, of which the City of Leander is an Associate, is attached hereto as Exhibit "D". The RCS Interlocal Agreement remains in full force upon the execution of this Agreement.

SECTION 9
COSTS

This Agreement between Williamson County and the City of Leander is a No-Cost Agreement. Each party shall satisfy the party's respective financial obligations, if any, under this Agreement from current revenue funds. Williamson County agrees to provide comprehensive emergency communications services as defined herein to the City of Leander Fire Department. This includes participation in the Public Safety Technology Program (PSTP). The PSTP is still under development. As the project develops, additional Agreements will be required and appended to this Agreement for access, participation, and service level definitions.

SECTION 10
COMPLIANCE AND GOOD FAITH DEALING

The parties to this Agreement shall provide and receive services in a manner consistent with the Standard Operating Procedures of the Williamson County Emergency Communications Center, in compliance with all applicable FCC Rules and Regulations, and in compliance with all applicable federal, state, and local laws.

When dealing with emergency communications related problems or issues, parties shall utilize the Emergency Communications Director as the primary point of contact. Parties shall work in good faith with the Emergency Communications Director/Williamson County to attempt to resolve problems relating to emergency communications. Parties shall be solely financially responsible for any FCC penalties or fines or any other type of financial encumbrance caused by the actions of that specific party.

SECTION 11
WITHDRAWAL; BREACH AND TERMINATION

Subsection 11.01: Right to Withdraw. Either party has the right to withdraw from this Agreement by providing express written notice of its decision to withdraw to the Advisory Board, and the Emergency Communications Director/Williamson County, at least one hundred eighty (180) days prior to its projected withdrawal date. Any withdrawing party shall remain obligated to pay all costs and fees which were lawfully incurred by such party prior to the date of its withdrawal.

Subsection 11.02: Incidents of Breach. A breach of this Agreement shall include, but not be limited to, the following:

1. *Substantive or Knowing Violation of FCC Rules.* Any substantive or knowing violation of FCC rules and regulations by a Party, as determined by the FCC and/or the Emergency Communications Director/Williamson County;

2. *Violation of Standard Operating Procedures.* Egregious or repeated violations of the Standard Operating Procedures by a Party, as determined by the Emergency Communications Director/Williamson County. For purposes of this Agreement, egregious or repeated violations shall be deemed to have occurred when a Party violates, on three (3) separate occasions, the same or similar Standard Operating Procedure;

3. *Inappropriate Use.* Use of the emergency communications system by a Party, which use is determined to be inappropriate by the Emergency Communications Director/Williamson County and/or the Advisory Board;

4. *Failure to Make Penalty Payment.* Failure of a Party to pay FCC penalties or fines legally attributable to it, which fines resulted solely from its actions;

5. *Adverse Impact.* Any other substantial action or omission that has a material adverse impact on the operation and maintenance of the emergency communications system, as determined by the Emergency Communications Director/Williamson County and/or the Advisory Board; and/or

6. *Non-compliance with Terms and Conditions of this Agreement.* The knowing failure of a Party to substantially comply with the terms and conditions of this Agreement and/or any subsequent adopted amendments to this Agreement.

Subsection 11.03: Notice of Breach and Termination. The decision to exercise the rights and remedies granted by this Section must be approved in writing, in advance, by the Williamson County Commissioner's Court. If a Party commits a breach as delineated herein, the Emergency Communications Director/Williamson County shall deliver written notice of such breach to the breaching Party. Such notice must specify the nature of the breach and inform the breaching Party or Associate that unless the breach is cured within thirty (30) days

of receipt of the notice, additional steps may be taken to terminate the breaching Party under this Section. If the breaching Party begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by the Emergency Communications Director/Williamson County, so long as the breaching Party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. If, in the opinion of the Emergency Communications Director/Williamson County, the breaching Party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, the breaching Party shall be deemed to be in breach and the Emergency Communications Director/Williamson County may deliver written notice to the breaching Party which specifies the following:

1. Nature and description of the breach;

2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Party;

3. Notice of any financial responsibility incurred by the County due to the acts of the breaching Party;

4. Description of the failure of the breaching Party to cure timely;

5. Statement that the Party's use of the emergency communications system shall be terminated; and

6. Effective date of the termination of the Party.

Following the effective date of termination of a Party, such terminated Party shall immediately cease and desist from acts contemplated herein, and the County will cease to provide emergency communications services to the terminated Party. The terminated Party may be subject to "System Lock-out" whereby its use of certain technologies such as computer aided dispatch (CAD) shall be restricted. The Emergency Communications Director/Williamson County and the remaining Parties shall not be liable for any damages that may arise due to the locking out of a terminated Party. A terminated Party shall remain obligated to pay all costs and fees that were lawfully incurred by such Party prior to the date of its termination.

Section 11.04: Failure to Ratify. In the event that a governing body of a Party fails to ratify and execute this Agreement or any subsequent amendments that are adopted in accordance with the terms of this Agreement, such Party may, at the discretion of the Emergency Communications Director/Williamson County, be restricted or suspended from receiving emergency communications services until such time as approval and/or ratification is obtained.

SECTION 12
LIMITATION OF LIABILITY

IN NO EVENT SHALL THE EMERGENCY COMMUNICATIONS DIRECTOR OR WILLIAMSON COUNTY, INCLUDING THEIR AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES, BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE ATTRIBUTABLE TO THE ACTS, OMISSIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR MISREPRESENTATIONS BY ANY PARTY, OR THEIR DIRECTORS, EMPLOYEES OR AGENTS. IN NO EVENT SHALL THE EMERGENCY COMMUNICATIONS DIRECTOR OR WILLIAMSON COUNTY BE LIABLE TO ANY PARTY, BY REASON OF ANY ACT OR OMISSION RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER A CLAIM BE IN TORT, CONTRACT OR OTHERWISE; FOR ANY CONSEQUENTIAL, INDIRECT, LOST PROFIT, PUNITIVE, SPECIAL OR SIMILAR DAMAGES RELATING TO OR ARISING FROM THE SERVICES; OR IN ANY EVENT, IN THE AGGREGATE, FOR ANY AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY ANY PARTY UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT DETERMINED TO HAVE RESULTED FROM THE EMERGENCY COMMUNICATIONS DIRECTOR'S OR WILLIAMSON COUNTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT ACTS RELATING TO THE SERVICES PROVIDED FOR HEREUNDER.

SECTION 13
MISCELLANEOUS PROVISIONS

Subsection 13.01: 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 obligations of all parties shall be construed and enforced in accordance therewith. All 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 valid and enforceable.

Subsection 13.02: Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

Subsection 13.03: Incorporation of Exhibits and Attachments. All of the exhibits and attachments referred to in this Agreement are incorporated by reference as if set forth herein verbatim.

Subsection 13.04: 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 any Party, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each Party 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.

Subsection 13.05: Choice of Law; Jurisdiction and Venue. This Agreement shall be performable in Williamson County, Texas. This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without reference to its conflicts of law provisions. Williamson County shall be the sole place of jurisdiction and venue for any legal action arising from or related to this Agreement.

Subsection 13.06: Assignment. Except as otherwise provided in this Agreement, the rights and duties of the Emergency Communications Director, Williamson County and the Parties may not be assigned or delegated without the prior written consent of all the Parties. Any authorized assignment or delegation of such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

Subsection 13.07: No Personal Benefit. No party to this Agreement intends to (1) benefit any person who is not either named as a Party; (2) assume any special duty to supervise the operations of another Party; (3) provide for the safety of any specific person; or (4) assume any other duty other than that imposed by this Agreement and general law.

Subsection 13.08: Notice. Any notice given hereunder shall be in writing, and shall be delivered by personal delivery, or by registered or certified mail, with return receipt requested, at the address of the respective parties indicated below:

Williamson County
c/o: Emergency Communications Director
508 South Rock Street
Georgetown, Texas 78626

Williamson County
c/o Williamson County Judge
710 South Main Street
Georgetown, Texas 78626

The above addresses for notice may be changed at any time by delivering written notice of change to the Emergency Communications Director/Williamson County in accordance with the notice requirements contained herein.

Subsection 13.09: 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.

Subsection 13.10: Attorneys Fees. In any lawsuit concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party, plus out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

Subsection 13.11: Compliance with Applicable Laws. All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority. Nothing in this Agreement is intended to conflict with any Party's zoning, franchise, or health and safety authority.

Subsection 13.12: Dispute Resolution. Should dispute arise between any parties to this Agreement concerning the terms of this Agreement, the dispute shall be first presented for resolution to the Emergency Communications Director. If the Emergency Communications Director cannot timely resolve the issue, the Emergency Communications Director or the Party shall then recommend that the issue be referred to the Williamson County Senior Director of Emergency Services. If an amicable resolution cannot be reached, Williamson County will retain a certified mediator to attempt to mediate a resolution to the conflict. Any costs of mediation will be shared equally by parties involved in the dispute subject of the mediation. If a resolution cannot be obtained through such mediation, the parties may then litigate the dispute in a court of competent jurisdiction.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

Subsection 13.13: Abatement of Costs. Parties and Associates shall not be entitled to any damages, nor to any abatement or reduction of any fees for any repairs, alterations, additions or temporary failures of the emergency communications system.

Subsection 13.14: Independent Relationships. The Parties shall act in individual capacities 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 any other party for any purposes whatsoever.

Subsection 13.15: Execution in Multiple Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all Parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.

Subsection 13.16: Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all other oral and/or written negotiations, agreements, and understandings of every kind. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands on this _____ day of _____, 2010.

WILLIAMSON COUNTY

By: _____
DAN A. GATTIS,
Williamson County Judge

ATTEST:

By: _____
NANCY RISTER,
Williamson County Clerk

By: _____
JOHN SNEED
Senior Director of Emergency Services

By: _____
PATRICK COBB
Director of Emergency Communications

CITY OF LEANDER

By: _____

Subsection 13.16: Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all other oral and/or written negotiations, agreements, and understandings of every kind. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands on this _____ day of _____, 2010.

WILLIAMSON COUNTY

By: _____
DAN A. GATTIS,
Williamson County Judge

ATTEST:

By: _____
NANCY RISTER,
Williamson County Clerk

By: _____
JOHN SNEED
Senior Director of Emergency Services

By: _____
PATRICK COBB
Director of Emergency Communications

CITY OF LEANDER

By: John D. Colman

EXHIBIT A

STANDARD OPERATING GUIDELINES

HISTORY

The City of Leander Police Department is the 9-1-1 PSAP for the City of Leander. The City PSAP receives all 9-1-1 calls made within the city limits.

PURPOSE

To ensure all 9-1-1 calls or non-emergency calls for service received from within the City requiring fire department or emergency medical services response receives prompt transfer to Williamson County Emergency Communications for processing and emergency services dispatching.

PROCEDURE

1. The CITY PSAP will receive initial 9-1-1 or non-emergency telephone calls for service requiring fire department or emergency medical services.
2. The CITY PSAP will triage these calls following established internal guidelines.
3. When a 9-1-1 call(s) has been determined to require fire department or emergency medical services, the CITY PSAP will promptly transfer the caller to Williamson County Emergency Communications via the 9-1-1 PLANT/CML equipment.
4. When a non-emergency call for service is received by CITY PSAP, the CITY PSAP will transfer the non-emergency caller to the COUNTY PSAP via traditional non-emergency circuits; or notify the COUNTY PSAP via telephone.
5. The CITY PSAP will identify themselves to Williamson County Emergency Communications during the call transfer process and announce to COUNTY that they are transferring a fire or medical call.
6. The COUNTY PSAP will process the transferred call following internal guidelines and dispatch the appropriate fire department resources.
7. The CITY PSAP may remain on the line or disconnect from the live call after the transfer has successfully occurred and the COUNTY PSAP has made contact with the caller.

Exhibit B – Initial Service Level Objectives

The Williamson County Emergency Communications System (RCS) has been designed and engineered to provide an extremely high level of service to users. System reliability, coverage, availability, implementation, and maintenance will continue to be focused on providing high quality, public safety grade service to all users.

System loading is one key characteristic of measuring a system's effectiveness as well as the need to plan for expansion should loading and traffic patterns suggest that the system infrastructure is approaching a saturation point. System loading encompasses several different components including, but not limited to; non-emergency telephone traffic, emergency telephone traffic, case number generation, radio system utilization, etc.

Radio system measurement of loading is done by a Grade of Service, where Grade of Service is the probability of a user being "blocked" or delayed access to a trunked radio channel resource for more than a specified time interval measured. The "Busy Hour" is defined as the hour within a 24 hour period that has the highest average traffic load, averaged over a statistically significant number of days.

Non- radio measurement of loading to monitor telephone and CAD transactions are also defined by a Grade of Service, where Grade of Service is the probability of a user receiving a specific service within an agreed upon parameter such as number of telephone rings before answering, number of radio calls before answering during a specified time interval measured. The "Busy Hour" is defined as the hour within a 24 hour period that has the highest average traffic load, averaged over a statistically significant number of days.

Through advance, long-range planning and ongoing assessment of current system loading, forecasted growth in population, call volume, and technological developments, the Emergency Communications Director will responsibly and methodically plan for keeping the emergency communications system functioning at a level that will continually meet or exceed the reasonably foreseeable demands of the system and the users that it supports.

If the collected traffic data on the various elements, plotted on a monthly basis, indicates a trend where the GOS exceeds 1% and the queue (wait for a channel grant, telephone rings, etc.) time exceeds 1 second over a period of three consecutive months, steps shall be taken to increase capacity once any potential anomalous occurrences or conditions have been examined and explained. Clearly, it is desirable that *no* busy signals will be received by a public safety user at any point for radio services; or, continuous extended telephone rings for telephone services and it is equally clear that no system can be designed that will assure that no busy signal or extended telephone rings will ever be received during an extraordinary event.

As such, the Emergency Communications Director will continuously and proactively monitor system performance, actual measured growth and system demand over time, and anticipated growth in users and population, and all other known factors affecting system loading and performance. This monitoring will be an integral part of system planning, and plans will be in place well in advance of need for system expansion, to allow for orderly funding processes and

lead time for development of system expansion, be it for equipment acquisition and construction to any needed land acquisition and development, increase in communications staff or other factors.

Funding needs and availability will be identified and communicated in a timely manner to allow Williamson County to have adequate time for identifying and securing funding, and to identify any potential funding impacts on Parties. Additionally, the Emergency Communications Director will maintain awareness of obsolescence or dates for manufacturer abandonment of support of infrastructure components and subscriber equipment, and will advise all Parties of any such dates in order to provide adequate advance notice to Parties for anticipated financial obligations on their parts for subscriber equipment or any other user-owned equipment.

Service measurements will continue to be honed through the system life-cycle, based upon recommendations from the Advisory Board to the Emergency Communications Director. Ongoing monitoring of system performance measurements and adoption of baseline data will allow the management of system capacity and performance to be defined to a more granular level and more precisely monitored and measured throughout the life of the system.

Service measurements also include standards and policy compliance for all Parties. Williamson County Emergency Communications has adopted and abides by the emergency communications standards published by the National Academy of Emergency Dispatch (NAED). All fire-rescue/EMS communications professionals are certified Emergency Fire and Emergency Medical Telecommunicators by the NAED. As such, the County follows stringent quality control/assurance procedures established by NAED.

Williamson County Emergency Communications is NIMS compliant adhering to the Incident Command System as doctrine relates to operability, interoperability, emergency communications, and information management.

No unconditional guarantees of operability are implied or provided. Furthermore, no unconditional guarantees of funding availability are implied or can be provided.

Exhibit C – System Performance Measurements

The Williamson County Emergency Communications System is measured as to effectiveness and capacity on an ongoing basis. Optimal service and capacity levels will continue to be refined through the life of the system, as defined by the Emergency Communications Director, based upon his/her expertise and experience, and with the advice and recommendations of the Advisory Board.

Radio Measurement factors will include:

Measured Item	Metric
System busy signals	• Number of busy signals received by hour/day
Subscriber units	• Total number, and number per channel pair
Coverage	• Signal strength measurements • Propagation modeling • Population density overlays
System Loading	• Percentage of time per hour that a radio transmission (base or mobile) is taking place per radio frequency pair • By hour, by day

Other measurements will likely be identified as appropriate throughout the life-cycle of the system, and will be adopted as appropriate by the County with the advice of the Advisory Board, and refined as appropriate.

Communications Center Services Measurement factors will include:

Measured Item	Metric
Non-Emergency Telephone	• Number of rings per call
Emergency Telephone	• Length of time and number of rings per call
Redundant Call-Back	• Percentage of time per hour that a field unit must repeat radio calls to County • By hour, by day

Long-Range Strategic Plan
Commissioners Court - Regular Session

Date: 11/16/2010
Submitted By: Connie Watson, County Judge
Submitted For: Connie Watson
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on obtaining public involvement for the county's long-range strategic plan.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Connie Watson	Started On: 11/04/2010 03:17 PM
Final Approval Date: 11/08/2010	

Consider and take appropriate action regarding park damages from Tropical Storm Hermine.

Commissioners Court - Regular Session

Date: 11/16/2010
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider and take appropriate action regarding park damages from Tropical Storm Hermine.

Background

Williamson County parks suffered damage during Tropical Storm Hermine. Some repairs have been made, but others are still pending funding. The attached list (Tropical Storm Hermine Damage Assessment/Estimate) indicates all damages incurred as a result of the storm. The items in green have been repaired; the items in yellow are still remain to be repaired. The yet to be repaired items total $61,310. This total may be reduced by approximately $12,000 if farm income from the Byers tract is applied to repairs. If we are able to use farm income for some repairs, then the adjusted total request for oustanding repairs would be $49,310.
This total however does not include several items: A section of the Brushy Creek Regional Trail that could be repaired in granite gravel for $ 8,000 or replaced by poured concrete for about $60,000; both of these prices are approximate pending direction. Another item concerns the damaged emergency call boxes along the trail and the philosophy of having such call boxes in light of widespread public use of personal cell phones. Reliability has also been a continuing problem with the emergency phones. The final item is the replacement of the dam at Berry Springs Park. Prices to replace the dam have been suggested by engineers to be as high as $375,000. Staff continues to gather information and data on the dam repairs.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Damage list

Form Routing/Status

Form Started By: Jim Rodgers
Started On: 11/09/2010 01:19 PM
Final Approval Date: 11/10/2010

November 9, 2010 (revised)
Tropical Storm Hermine Damage Assessment/Estimate
Williamson County Parks & Recreation

Berry Springs Park and Preserve			**Actual to date / Remaining Needs / Unknown**
Roads		29,795	Road and Bridge cleaned asphalt/placed caliche`
Trails			
	Granite Trail	15,300	14,500 (12,000 labor / 2,500 material)
	Mulch Trail	12,200	??
Bridge Decking		2,500	(see 12,000 labor cost above)
Fencing			
	Slick Wire Fence	5,520	11,060 (T-posts; cedar posts; west side)
	Stack Rail Fence	9,230	(see fence bid above)
	Rock Columns	12,000	3,000
Barrier Posts and Cable		2,500	2,500
Dam Repairs (engineering and labor)		375,000	130,000-375,000
Playground			
	Engineered Wood Fiber	8,000	9,537.38 (6,087.38 materials 3,450 labor)
Campground			
	Fire Rings/lantern posts	1,800	150 (one lantern post)
	Septic System	Unknown	435.00 (box)
	Picnic Tables	5,000	3,500
	Tent Pads		
	Granite	10,000	1,000 materials (in house / volunteer labor)
Clean up and debris removal		10,000	387.00 tools (labor in house and volunteer)
	Subtotal	**$498,845**	**11,359.38**
Champion Park			
Playgrounds			
	Sand	5,000	1320.00
	Engineered Wood Fiber	5,000	2618.37
Connecting Trails		5,160	(in house labor)
	Subtotal	**$15,160**	**3938.37**
Southwest Regional Park			
Trail Repairs			
	Granite	13,464	7,054.04 material (in house labor)
	Mulch	24,000	??
Irrigation Dam		1,600	1,600
	Subtotal	**$47,064**	**7,054.04**
Brushy Creek Regional Trail			
Granite /		70,000	2684.68 material/213.56/Sweeper/10,700 labor
Extensive blow out areas			Need bid for concrete repairs or other permanent fixes
Emergency Phones		40,000	??
	Subtotal	**$110,000**	**2684.68**
Twin Lakes Park			
Bridge/erosion	**Subtotal**	**5,000**	**5,000**
Lake Creek Trail			
None	**Subtotal**	**0**	
Williams Tract			
None	**Subtotal**	**0**	
Byer's Tract			
Fencing (4,500')	**Subtotal**	**16,000**	**12,000**
Erosion overall	**Subtotal**	**8,000**	**8,000 (12.00/yard chocolate loam)**
	Initial Grand Total	**$692,069**	**25,036.47 (spent to date)**
			61,310 (remaining needs - excluding dam)
			436,310 (remaining needs - including dam)

Second Street Roadway Improvements
Commissioners Court - Regular Session

Date: 11/16/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Jonathan Harris
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding bids received for Bid # 10WC821, Second Street Roadway Improvements, to the lowest and best bidder- FT Woods Construction Services, Inc.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: HNTB Recommendation
Link: Halff Recommendation
Link: Bid Analysis

Form Routing/Status

Form Started By: Patrick Strittmatter	Started On: 11/04/2010 07:34 AM
Final Approval Date: 11/10/2010	

HNTB Corporation
Engineers Architects Planners

14 Galloping Road
Round Rock, Texas 78681

Telephone (512) 744-9082
Facsimile (512) 248-9940
www.hntb.com

November 10, 2010

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
Second Street Roadway
Williamson County Project No. 10WC821
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 four bids due to minor rounding errors. The corrections resulted in no changes to the bid rankings, and did not change the status of the low bidder. The bid proposals for the project included an alternate bid for an alternate pavement section with additional flexible base in lieu lime and a contract time reduction of 2 months. The alternate bids are therefore accepted as hereby submitted, with FTWoods Construction Services, Inc. being the low bidder.

Following is a summary of the alternate bid totals:

1.	FTWoods Construction	$8,973,072.80
2.	Hunter Industries	$9,443,856.81
3.	Cash Construction	$9,598,520.00
4.	JC Evans Construction	$9,777,905.66
5.	Austin Engineering	$10,053,646.37
6.	RGM Constructors	$10,114,712.68
7.	Austin Bridge & Road	$10,525,283.99
8.	Capital Excavation	$10,834,329.01

The Contractor's low bid is $1,338,010.66 over the Engineer's estimated cost of construction. This represents an approximate 17.4% increase over the estimated cost; however, it is still within the original project budget.

In addition to meeting the bid qualifications subject to being low bidder, FT Woods is currently the prime contractor on the CR 214 Phase 2A project, and has been recommended by all references contacted. We therefore concur with the recommendation of the Design Engineer, Halff Associates, for award of the Second Street Roadway project to FTWoods Construction Services, Inc. in the contract amount of $8,973,072.80.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

James D. Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation

Cc: Judge Gattis, Williamson County Judge
Commissioner Birkman, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Morrison, Williamson County, Pct. 4
Robert Daigh, Williamson County
Joe England, Williamson County
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation

HALFF

4030 West Braker Lane
Suite 450
Austin, Texas 78759-5356
(512) 252-8184
Fax (512) 252-8141

To: James Klotz, P.E.
HNTB Corporation
14 Galloping Road
Round Rock, TX 78681

Date: 10/29/2010

Subject: **2nd Street Roadway Improvements (Bid No. 10WC821) –Award Recommendation**

The County opened bids for 2nd Street Roadway Improvements (No. 10WC821) on Tuesday October 26, 2010 at 9 a.m. from the following eight (8) contractors:

1) FT Woods Construction Services, Inc.
2) Hunter Industries, Ltd.
3) Cash Construction Co., Inc.
4) J.C. Evans Construction Co., LP
5) Austin Engineering Co., Inc.
6) RGM Constructors, LP
7) Austin Bridge & Road, LP
8) Capitol Excavation Co.

The low bidder, for both the base bid and the alternate bid, is FT Woods Construction Services, Inc. and based on an evaluation of the bid tabulation, we recommend award to FT Woods Construction Services, Inc.

If you have any questions regarding the bids or this letter, please let me know.

Sincerely,
Halff Associates, Inc.

Eric J. Ratzman, P.E.
Project Manager

cc: Jim Dunaway (City of Taylor)
Christen Eschberger (HNTB)

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Williamson County Road Bond Program
10WC821 - Second Street Roadway
HNTB Bid Tabulation
November 2, 2010

Bid Comparison

Bidder	Base Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
FTWoods Construction	$8,885,600.01	1	$ 1,250,537.87	16.4%	-	-
Hunter Industries	$9,378,902.84	2	$ 1,743,840.70	22.8%	$ 493,302.83	5.6%
Cash Construction	$9,539,240.00	3	$ 1,904,177.86	24.9%	$ 653,639.99	7.4%
JC Evans Construction	$9,646,232.56	4	$ 2,011,170.42	26.3%	$ 760,632.55	8.6%
Austin Engineering	$9,842,121.37	5	$ 2,207,059.23	28.9%	$ 956,521.36	10.8%
RGM Constructors	$9,975,487.78	6	$ 2,340,425.64	30.7%	$ 1,089,887.77	12.3%
Austin Bridge & Road	$10,237,010.74	7	$ 2,601,948.60	34.1%	$ 1,351,410.73	15.2%
Capital Excavation	$10,721,473.26	8	$ 3,086,411.12	40.4%	$ 1,835,873.25	20.7%

Bidder	Alternate 1 Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
FTWoods Construction	$8,973,072.80	1	$ 1,338,010.66	17.4%	-	-
Hunter Industries	$9,443,856.81	2	$ 1,808,794.67	23.5%	$ 558,256.80	6.3%
Cash Construction	$9,598,520.00	3	$ 1,963,457.86	25.5%	$ 712,919.99	8.0%
JC Evans Construction	$9,777,905.66	4	$ 2,142,843.52	27.9%	$ 892,305.65	10.0%
Austin Engineering	$10,053,646.37	5	$ 2,418,584.23	31.4%	$ 1,168,046.36	13.1%
RGM Constructors	$10,114,712.68	6	$ 2,479,650.54	32.2%	$ 1,229,112.67	13.8%
Austin Bridge & Road	$10,525,283.99	7	$ 2,890,221.85	37.6%	$ 1,639,683.98	18.5%
Capital Excavation	$10,834,329.01	8	$ 3,199,266.87	41.6%	$ 1,948,729.00	21.9%

Williamson County Road Bond Program
10WC821 - 2nd Street Roadway
HNTB Bid Tabulation
November 2, 2010

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		FTWoods Construction		Hunter Industries		Cash Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-2001	PREPARING ROW	2.2	AC	$ 3,000.00	$ 6,600.00	$2,550.00	$5,610.00	$11,175.00	$24,585.00	$2,000.00	$4,400.00
2	100-2002	PREPARING ROW	75.4	STA	$ 1,200.00	$ 90,480.00	$415.00	$31,291.00	$2,628.00	$198,151.20	$2,000.00	$150,800.00
3	104-2001	REMOVING CONC (PAV)	1,714	SY	$ 6.00	$ 10,284.00	$11.05	$18,939.70	$19.26	$33,011.64	$5.00	$8,570.00
4	104-2009	REMOVING CONC (RIPRAP)	2,337	SY	$ 8.50	$ 19,864.50	$10.05	$23,486.85	$8.44	$19,724.28	$5.00	$11,685.00
5	104-2015	REMOVING CONC (SIDEWALKS)	462	SY	$ 10.00	$ 4,620.00	$10.00	$4,620.00	$6.66	$3,076.92	$5.00	$2,310.00
6	104-2022	REMOVING CONC (CURB AND GUTTER)	6,972	LF	$ 3.50	$ 24,402.00	$3.00	$20,916.00	$3.75	$26,145.00	$4.00	$27,888.00
7	105-2069	REMOVING STAB BASE & ASPH PAV (4"-6")	60,668	SY	$ 2.00	$ 121,336.00	$1.80	$109,202.40	$2.90	$175,937.20	$2.50	$151,670.00
8	110-2001	EXCAVATION (ROADWAY)	47,767	CY	$ 7.00	$ 334,369.00	$7.35	$351,087.45	$8.76	$418,438.92	$7.00	$334,369.00
9	110-2002	EXCAVATION (CHANNEL)	3,027	CY	$ 10.00	$ 30,270.00	$11.75	$35,567.25	$13.23	$40,047.21	$8.00	$24,216.00
10	132-2004	EMBANKMENT (FINAL) (DENS CONT) (TY B)	2,588	CY	$ 5.50	$ 14,234.00	$6.10	$15,786.80	$6.84	$17,701.92	$5.00	$12,940.00
11	160-2003	FURNISHING AND PLACING TOPSOIL (4")	20,697	CY	$ 1.00	$ 20,697.00	$2.50	$51,742.50	$1.65	$34,150.05	$2.00	$41,394.00
12	162-2002	BLOCK SODDING	5,595	SY	$ 3.00	$ 16,785.00	$3.05	$17,064.75	$2.95	$16,505.25	$4.00	$22,380.00
13	164-2007	BROADCAST SEED (PERM) (URBAN) (CLAY)	15,107	SY	$ 1.00	$ 15,107.00	$0.15	$2,266.05	$0.10	$1,510.70	$0.20	$3,021.40
14	164-2009	BROADCAST SEED (TEMP) (WARM)	7,553.5	SY	$ 0.25	$ 1,888.38	$0.15	$1,133.03	$0.10	$755.35	$0.20	$1,510.70
15	164-2011	BROADCAST SEED (TEMP) (COOL)	7,553.5	SY	$ 0.25	$ 1,888.38	$0.15	$1,133.03	$0.10	$755.35	$0.20	$1,510.70
16	169-2001	SOIL RETENTION BLANKETS (CL 1) (TY A)	3,773	SY	$ 1.00	$ 3,773.00	$1.55	$5,848.15	$1.45	$5,470.85	$1.20	$4,527.60
17	247-2366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	25,738	CY	$ 22.00	$ 566,236.00	$31.50	$810,747.00	$26.55	$683,343.90	$37.00	$952,306.00
18	310-2005	PRIME COAT (MC-30 OR AE-P)	10,069	GAL	$ 3.50	$ 35,241.50	$4.00	$40,276.00	$3.62	$36,449.78	$3.50	$35,241.50
19	341-2034	D-GR HMA (QCQA) TY-C PG64-22	5,540	TON	$ 50.00	$ 277,000.00	$60.00	$332,400.00	$54.92	$304,256.80	$68.00	$376,720.00
20	341-2048	D-GR HMA(QCQA) TY-C SAC-B PG70-22	5,567	TON	$ 60.00	$ 334,020.00	$60.00	$334,020.00	$58.70	$326,782.90	$71.00	$395,257.00
21	354-2045	PLANE ASPH CONC PAV (2")	230	SY	$ 1.25	$ 287.50	$12.50	$2,875.00	$5.43	$1,248.90	$30.00	$6,900.00
22	400-2005	CEM STABIL BKFL	120	CY	$ 32.00	$ 3,840.00	$100.00	$12,000.00	$89.25	$10,710.00	$70.00	$8,400.00
23	400-2006	CUT & RESTORING PAV	3,419	SY	$ 40.00	$ 136,760.00	$63.00	$215,397.00	$33.75	$115,391.25	$60.00	$205,140.00
24	400-2008	CUT & RESTORING PAV (ASPH)	3,622	SY	$ 22.00	$ 79,684.00	$62.50	$226,375.00	$33.75	$122,242.50	$60.00	$217,320.00
25	400-2009	CUT & RESTORING PAV (CONC)	16	SY	$ 35.00	$ 560.00	$121.00	$1,936.00	$157.50	$2,520.00	$120.00	$1,920.00
26	402-2001	TRENCH EXCAVATION PROTECTION	11,684	LF	$ 1.50	$ 17,526.00	$1.05	$12,268.20	$1.00	$11,684.00	$1.00	$11,684.00
27	416-2030	DRILL SHAFT (TRF SIG POLE) (24 IN)	6	LF	$ 123.83	$ 742.98	$140.00	$840.00	$100.00	$600.00	$150.00	$900.00
28	416-2031	DRILL SHAFT (TRF SIG POLE) (30 IN)	22	LF	$ 141.72	$ 3,117.84	$181.00	$3,982.00	$140.00	$3,080.00	$180.00	$3,960.00
29	416-2032	DRILL SHAFT (TRF SIG POLE) (36 IN)	26	LF	$ 174.92	$ 4,547.92	$207.00	$5,382.00	$160.00	$4,160.00	$200.00	$5,200.00
30	416-9000	DRILL SHAFT (RDWY ILL POLE) (24 IN) (ONCOR)	648	LF	$ 99.41	$ 64,417.68	$165.00	$106,920.00	$180.00	$116,640.00	$180.00	$116,640.00
31	423-2006	RETAINING WALL (CONC BLOCK)	53	SF	$ 25.00	$ 1,325.00	$37.00	$1,961.00	$54.27	$2,876.31	$22.00	$1,166.00
32	432-2002	RIPRAP (CONC) (5 IN)	128.8	CY	$ 280.00	$ 36,064.00	$304.00	$39,155.20	$350.00	$45,080.00	$300.00	$38,640.00
33	432-2028	BEDDING MATERIAL (6 IN)	97	CY	$ 85.00	$ 8,245.00	$49.00	$4,753.00	$20.00	$1,940.00	$33.00	$3,201.00
34	432-2071	RIPRAP (STONE COMMON) (DRY) (24 IN)	392	CY	$ 100.00	$ 39,200.00	$99.00	$38,808.00	$157.50	$61,740.00	$45.00	$17,640.00
35	432-2073	RAIL (HANDRAIL) (TY B)	65	LF	$ 80.00	$ 5,200.00	$59.50	$3,867.50	$60.16	$3,910.40	$100.00	$6,500.00
36	450-2077	RAIL (HANDRAIL) (TY F)	27	LF	$ 80.00	$ 2,160.00	$91.50	$2,470.50	$92.27	$2,491.29	$140.00	$3,780.00
37	462-2001	CONC BOX CULV (3 FT X 2 FT)	180	LF	$ 105.00	$ 18,900.00	$120.00	$21,600.00	$123.00	$22,140.00	$130.00	$23,400.00
38	462-2003	CONC BOX CULV (4 FT X 2 FT)	692	LF	$ 120.00	$ 83,040.00	$134.00	$92,728.00	$119.00	$82,348.00	$140.00	$96,880.00
39	462-2005	CONC BOX CULV (4 FT X 4 FT)	218	LF	$ 130.00	$ 28,340.00	$154.00	$33,572.00	$179.00	$39,022.00	$158.00	$34,444.00
40	462-2007	CONC BOX CULV (5 FT X 3 FT)	286	LF	$ 140.00	$ 40,040.00	$189.00	$54,054.00	$134.00	$38,324.00	$180.00	$51,480.00
41	462-2008	CONC BOX CULV (5 FT X 4 FT)	1,471	LF	$ 150.00	$ 220,650.00	$215.00	$316,265.00	$156.00	$229,476.00	$190.00	$279,490.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		FTWoods Construction		Hunter Industries		Cash Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
42	462-2009	CONC BOX CULV (5 FT X 5 FT)	146	LF	$ 175.00	$ 25,550.00	$240.00	$35,040.00	$163.00	$23,798.00	$210.00	$30,660.00
43	462-2012	CONC BOX CULV (6 FT X 5 FT)	781	LF	$ 200.00	$ 156,200.00	$340.00	$265,540.00	$200.00	$156,200.00	$250.00	$195,250.00
44	462-2019	CONC BOX CULV (8 FT X 4 FT)	254	LF	$ 245.00	$ 62,230.00	$615.00	$156,210.00	$296.00	$75,184.00	$310.00	$78,740.00
45	462-2025	CONC BOX CULV (9 FT X 6 FT)	192	LF	$ 315.00	$ 60,480.00	$760.00	$145,920.00	$356.00	$68,352.00	$420.00	$80,640.00
46	464-2003	RC PIPE (CL III) (18 IN)	4,357	LF	$ 30.00	$ 130,710.00	$29.50	$128,531.50	$42.00	$182,994.00	$59.00	$257,063.00
47	464-2005	RC PIPE (CL III) (24 IN)	499	LF	$ 40.00	$ 19,960.00	$37.25	$18,587.75	$55.00	$27,445.00	$70.00	$34,930.00
48	464-2007	RC PIPE (CL III) (30 IN)	629	LF	$ 55.00	$ 34,595.00	$51.00	$32,079.00	$55.00	$34,595.00	$85.00	$53,465.00
49	464-2009	RC PIPE (CL III) (36 IN)	407	LF	$ 60.00	$ 24,420.00	$69.75	$28,388.25	$77.00	$31,339.00	$95.00	$38,665.00
50	464-2010	RC PIPE (CL III) (42 IN)	1,099	LF	$ 80.00	$ 87,920.00	$87.00	$95,613.00	$75.00	$82,425.00	$111.00	$121,989.00
51	464-2011	RC PIPE (CL III) (48 IN)	709	LF	$ 90.00	$ 63,810.00	$125.25	$88,802.25	$88.00	$62,392.00	$130.00	$92,170.00
52	464-2012	RC PIPE (CL III) (54 IN)	260	LF	$ 100.00	$ 26,000.00	$171.00	$44,460.00	$104.00	$27,040.00	$160.00	$41,600.00
53	464-2013	RC PIPE (CL III) (60 IN)	1,562	LF	$ 145.00	$ 226,490.00	$182.00	$284,284.00	$122.00	$190,564.00	$171.00	$267,102.00
54	464-2044	RC PIPE (CL V) (60 IN)	54	LF	$ 200.00	$ 10,800.00	$252.00	$13,608.00	$243.00	$13,122.00	$200.00	$10,800.00
55	465-2001	INLET (COMPL) (TY C)	71	EA	$ 2,600.00	$ 184,600.00	$1,935.00	$137,385.00	$2,300.00	$163,300.00	$2,800.00	$198,800.00
56	465-2003	INLET (COMPL) (TY H)	20	EA	$ 2,450.00	$ 49,000.00	$2,440.00	$48,800.00	$2,600.00	$52,000.00	$5,000.00	$100,000.00
57	465-2005	MANH (COMPL) (TY M)	27	EA	$ 2,850.00	$ 76,950.00	$2,950.00	$79,650.00	$5,600.00	$151,200.00	$6,000.00	$162,000.00
58	465-2008	INLET EXT (TY E)	64	EA	$ 795.00	$ 50,880.00	$1,565.00	$100,160.00	$1,000.00	$64,000.00	$600.00	$38,400.00
59	465-2010	INLET (COMPL) (TY AAD)	7	EA	$ 2,775.00	$ 19,425.00	$3,720.00	$26,040.00	$2,950.00	$20,650.00	$4,500.00	$31,500.00
60	465-2011	INLET (COMPL) (TY AD)	2	EA	$ 2,175.00	$ 4,350.00	$2,735.00	$5,470.00	$2,000.00	$4,000.00	$2,800.00	$5,600.00
61	465-2014	MANH (COMPL) (JUNCT BOX)	1	EA	$ 12,000.00	$ 12,000.00	$5,435.00	$5,435.00	$8,350.00	$8,350.00	$10,000.00	$10,000.00
62	465-2021	INLET (COMPL) (CURB) (TY IIR) (10')	15	EA	$ 3,000.00	$ 45,000.00	$6,350.00	$95,250.00	$7,000.00	$105,000.00	$5,000.00	$75,000.00
63	465-2152	MANH (COMPL) (RISER ONLY)	4	EA	$ 2,100.00	$ 8,400.00	$275.00	$1,100.00	$2,600.00	$10,400.00	$600.00	$2,400.00
64	465-2160	INLET (COMPL) (TY H) (SPL)	18	EA	$ 2,800.00	$ 50,400.00	$4,160.00	$74,880.00	$3,900.00	$70,200.00	$3,500.00	$63,000.00
65	465-2215	INLET (COMPL) (TY H) (SPL)	1	EA	$ 3,500.00	$ 3,500.00	$3,875.00	$3,875.00	$3,700.00	$3,700.00	$5,200.00	$5,200.00
66	465-2271	INLET (COMP) (CURB) (TY IR) (10')	1	EA	$ 3,000.00	$ 3,000.00	$5,950.00	$5,950.00	$6,500.00	$6,500.00	$5,000.00	$5,000.00
67	466-2010	WINGWALL (SW-0) (HW=8FT)	1	EA	$ 4,500.00	$ 4,500.00	$8,325.00	$8,325.00	$25,550.00	$25,550.00	$15,000.00	$15,000.00
68	466-2021	WINGWALL (FW-0) (HW=5FT)	1	EA	$ 5,000.00	$ 5,000.00	$6,235.00	$6,235.00	$5,130.00	$5,130.00	$8,000.00	$8,000.00
69	466-2024	WINGWALL (FW-0) (HW=8FT)	1	EA	$ 8,800.00	$ 8,800.00	$9,875.00	$9,875.00	$7,340.00	$7,340.00	$16,000.00	$16,000.00
70	466-2049	WINGWALL (PW)(HW=5FT)	1	EA	$ 6,000.00	$ 6,000.00	$5,510.00	$5,510.00	$3,500.00	$3,500.00	$7,500.00	$7,500.00
71	466-2052	WINGWALL (PW)(HW=8FT)	1	EA	$ 12,500.00	$ 12,500.00	$10,375.00	$10,375.00	$8,150.00	$8,150.00	$15,000.00	$15,000.00
72	496-2002	REMOV STR (INLET)	34	EA	$ 510.00	$ 17,340.00	$380.00	$12,920.00	$400.00	$13,600.00	$300.00	$10,200.00
73	496-2003	REMOV STR (MANHOLE)	4	EA	$ 600.00	$ 2,400.00	$475.00	$1,900.00	$600.00	$2,400.00	$300.00	$1,200.00
74	496-2004	REMOV STR (SET)	1	EA	$ 290.00	$ 290.00	$365.00	$365.00	$200.00	$200.00	$200.00	$200.00
75	496-2005	REMOV STR (WINGWALL)	14	EA	$ 800.00	$ 11,200.00	$550.00	$7,700.00	$750.00	$10,500.00	$500.00	$7,000.00
76	496-2006	REMOV STIL (HEADWALL)	22	EA	$ 800.00	$ 17,600.00	$420.00	$9,240.00	$200.00	$4,400.00	$500.00	$11,000.00
77	496-2007	REMOV OLD STR (PIPE)	6,319	LF	$ 9.50	$ 60,030.50	$4.35	$27,487.65	$8.00	$50,552.00	$25.00	$157,975.00
78	496-2008	REMOV STR (BOX CULVERT)	738	LF	$ 28.00	$ 20,664.00	$32.00	$23,616.00	$12.00	$8,856.00	$55.00	$40,590.00
79	496-2043	REMOV STR (SMALL FENCE)	128	LF	$ 2.00	$ 256.00	$9.00	$1,152.00	$2.50	$320.00	$5.00	$640.00
80	500-2001	MOBILIZATION	1	LS	$ 398,494.00	$ 398,494.00	$570,250.55	$570,250.55	$1,115,655.36	$1,115,655.36	$100,000.90	$100,000.90
81	502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	20	MO	$ 3,500.00	$ 70,000.00	$5,650.00	$113,000.00	$12,630.48	$252,609.60	$4,000.00	$80,000.00
82	506-2003	ROCK FILTER DAMS (INSTALL) (TY 3)	185	LF	$ 28.00	$ 5,180.00	$36.25	$6,706.25	$35.00	$6,475.00	$20.00	$3,700.00

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					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
83	506-2009	ROCK FILTER DAMS (REMOVE)	185	LF	$ 6.50	$ 1,202.50	$15.50	$2,867.50	$15.00	$2,775.00	$2.00	$370.00
84	506-2034	TEMPORARY SEDIMENT CONTROL FENCE	3,734	LF	$ 2.00	$ 7,468.00	$2.25	$8,401.50	$2.25	$8,401.50	$2.00	$7,468.00
85	508-2002	CONSTRUCTION DETOURS	1,099	SY	$ 40.00	$ 43,960.00	$24.00	$26,376.00	$34.86	$38,311.14	$55.00	$60,445.00
86	528-2004	LANDSCAPE PAVERS	298	SY	$ 40.00	$ 11,920.00	$220.00	$65,560.00	$56.58	$16,860.84	$50.00	$14,900.00
87	529-2003	CONC CURB & GUTTER (TY I)	465	LF	$ 10.00	$ 4,650.00	$16.25	$7,556.25	$13.35	$6,207.75	$10.00	$4,650.00
88	529-2004	CONC CURB & GUTTER (TY II)	14,157	LF	$ 9.50	$ 134,491.50	$8.25	$116,795.25	$10.98	$155,443.86	$10.00	$141,570.00
89	529-2017	CONC CURB & GUTTER (VALLEY GUTTER)	2,169	LF	$ 35.00	$ 75,915.00	$17.00	$36,873.00	$15.61	$33,858.09	$25.00	$54,225.00
90	530-2010	DRIVEWAYS (CONC)	5,953	SY	$ 42.00	$ 250,026.00	$30.00	$178,590.00	$41.97	$249,847.41	$45.00	$267,885.00
91	531-2005	CURB RAMPS (TY 1)	9	EA	$ 1,150.00	$ 10,350.00	$1,300.00	$11,700.00	$1,192.46	$10,732.14	$900.00	$8,100.00
92	531-2008	CURB RAMPS (TY 4)	3	EA	$ 1,270.00	$ 3,810.00	$1,100.00	$3,300.00	$1,192.46	$3,577.38	$1,000.00	$3,000.00
93	531-2010	CURB RAMPS (TY 7)	51	EA	$ 1,025.00	$ 52,275.00	$985.00	$50,235.00	$1,192.46	$60,815.46	$800.00	$40,800.00
94	531-2018	CURB RAMPS (SPECIAL)	2	EA	$ 2,200.00	$ 4,400.00	$1,250.00	$2,500.00	$1,192.46	$2,384.92	$1,000.00	$2,000.00
95	531-2031	CONCRETE SIDEWALKS (4")	4,521	SY	$ 26.00	$ 117,546.00	$27.25	$123,197.25	$18.62	$84,181.02	$30.00	$135,630.00
96	540-2001	MTL W-BEAM GD FEN (TIM POST)	75	LF	$ 15.00	$ 1,125.00	$24.00	$1,800.00	$22.96	$1,722.00	$20.00	$1,500.00
97	540-2005	TERMINAL ANCHOR SECTION	1	EA	$ 450.00	$ 450.00	$480.00	$480.00	$458.00	$458.00	$450.00	$450.00
98	542-2001	REMOVING METAL BEAM GUARD FENCE	679	LF	$ 1.25	$ 848.75	$1.05	$712.95	$1.00	$679.00	$2.00	$1,358.00
99	542-2002	REMOVING TERMINAL ANCHOR SECTION	11	EA	$ 90.00	$ 990.00	$130.00	$1,430.00	$125.00	$1,375.00	$300.00	$3,300.00
100	550-2003	CHAIN LINK FENCE (REMOVE)	35	LF	$ 2.00	$ 70.00	$9.00	$315.00	$2.50	$87.50	$10.00	$350.00
101	550-2006	GATE (REMOVE)	1	EA	$ 205.00	$ 205.00	$500.00	$500.00	$50.00	$50.00	$200.00	$200.00
102	550-2027	CHAIN LINK FENCE (INSTALL) (8') (BARB TOP)	35	LF	$ 20.00	$ 700.00	$10.50	$367.50	$20.00	$700.00	$55.00	$1,925.00
103	550-2012	GATE (SPECIAL)	1	EA	$ 700.00	$ 700.00	$1,250.00	$1,250.00	$150.00	$150.00	$2,000.00	$2,000.00
104	556-2008	PIPE UNDERDRAINS (TY 8) (6")	500	LF	$ 19.00	$ 9,500.00	$36.00	$18,000.00	$20.00	$10,000.00	$33.00	$16,500.00
105	560-2001	MAILBOX INSTALLATION (SINGLE)	21	EA	$ 135.00	$ 2,835.00	$325.00	$6,825.00	$160.00	$3,360.00	$180.00	$3,780.00
106	560-2002	MAILBOX INSTALLATION (DOUBLE)	2	EA	$ 150.00	$ 300.00	$350.00	$700.00	$185.00	$370.00	$200.00	$400.00
107	610-2072	REMOV RDWY ILL ASSEM	13	EA	$ 280.00	$ 3,640.00	$260.00	$3,380.00	$140.00	$1,820.00	$250.00	$3,250.00
108	618-2018	CONDT (PVC) (SCHD 40) (2")	10,239	LF	$ 5.20	$ 53,242.80	$9.35	$95,734.65	$7.50	$76,792.50	$9.00	$92,151.00
109	618-2022	CONDT (PVC) (SCHD 40) (3")	865	LF	$ 9.36	$ 8,096.40	$11.45	$9,904.25	$12.00	$10,380.00	$11.00	$9,515.00
110	618-2023	CONDT (PVC) (SCHD 40) (3") (BORE)	1,452	LF	$ 19.66	$ 28,546.32	$16.50	$23,958.00	$23.00	$33,396.00	$16.00	$23,232.00
111	618-2024	CONDT (PVC) (SCHD 40) (4")	15	LF	$ 11.17	$ 167.55	$20.75	$311.25	$13.00	$195.00	$20.00	$300.00
112	618-2040	CONDT (PVC) (SCHD 40) (4") (SLEEVE)	3,351	LF	$ 9.26	$ 31,030.26	$20.75	$69,533.25	$26.00	$87,126.00	$12.00	$40,212.00
113	620-2009	ELEC CONDR (NO. 6) BARE	10	LF	$ 1.03	$ 10.30	$1.15	$11.50	$2.30	$23.00	$1.00	$10.00
114	620-2010	ELEC CONDR (NO. 6) INSULATED	20	LF	$ 1.14	$ 22.80	$1.50	$30.00	$2.45	$49.00	$1.40	$28.00
115	620-2011	ELEC CONDR (NO. 8) BARE	690	LF	$ 0.89	$ 614.10	$1.00	$690.00	$1.25	$862.50	$1.00	$690.00
116	620-2016	ELECT CONDR (NO. 12) INSULATED	540	LF	$ 0.73	$ 394.20	$1.00	$540.00	$0.90	$486.00	$1.00	$540.00
117	624-2008	GROUND BOX TY A (122311) W/ APRON	3	EA	$ 536.29	$ 1,608.87	$460.00	$1,380.00	$550.00	$1,650.00	$500.00	$1,500.00
118	624-2012	GROUND BOX TY C (162911) W/ APRON	4	EA	$ 682.66	$ 2,730.64	$570.00	$2,280.00	$670.00	$2,680.00	$600.00	$2,400.00
119	624-9000	GROUND BOX (ONCOR)	84	EA	$ 444.00	$ 37,296.00	$410.00	$34,440.00	$330.00	$27,720.00	$400.00	$33,600.00
120	628-2179	ELC SRV TY D 120/240 100 (NS) AL (E) SP (0)	1	EA	$ 3,796.80	$ 3,796.80	$5,925.00	$5,925.00	$3,500.00	$3,500.00	$6,000.00	$6,000.00
121	636-2001	ALUMINUM SIGNS (TY A)	64	SF	$ 12.97	$ 830.08	$31.00	$1,984.00	$32.00	$2,048.00	$30.00	$1,920.00
122	644-2001	INS SM RD SN SUM & AM TY 10BWG (1) SA (P)	56	EA	$ 350.00	$ 19,600.00	$465.00	$26,040.00	$382.00	$21,392.00	$400.00	$22,400.00
123	644-2056	RELOCATE SM RD SN SUP & AM TY 10BWG	22	EA	$ 300.00	$ 6,600.00	$388.00	$8,536.00	$225.00	$4,950.00	$250.00	$5,500.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		FTWoods Construction		Hunter Industries		Cash Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
124	644-2060	REMOVE SM RD SN SUP & AM	37	EA	$ 62.00	$ 2,294.00	$104.00	$3,848.00	$45.00	$1,665.00	$50.00	$1,850.00
125	658-2319	INSTL OM ASSM (OM-2Z) (RCR) WP	14	EA	$ 110.00	$ 1,540.00	$31.00	$434.00	$115.00	$1,610.00	$120.00	$1,680.00
126	658-2328	REMOV DELIN & OBJECT MARKERS ASSMS	52	EA	$ 18.00	$ 936.00	$12.50	$650.00	$15.00	$780.00	$50.00	$2,600.00
127	662-2004	WK ZN PAV MRK NON - REMOV (W) 4" (SLD)	20,089	LF	$ 0.23	$ 4,620.47	$0.35	$7,031.15	$0.30	$6,026.70	$0.50	$10,044.50
128	662-2032	WK ZN PAV MRK NON - REMOV (Y) 4" (SLD)	25,349	LF	$ 0.25	$ 6,337.25	$0.35	$8,872.15	$0.30	$7,604.70	$0.50	$12,674.50
129	662-2065	WK ZN PAV MRK REMOV (W) 4" (DOT)	182	LF	$ 1.25	$ 227.50	$2.00	$364.00	$1.90	$345.80	$1.50	$273.00
130	662-2067	WK ZN PAV MRK REMOV (W) 4" (SLD)	5,669	LF	$ 0.55	$ 3,117.95	$0.80	$4,535.20	$0.75	$4,251.75	$1.00	$5,669.00
131	662-2075	WK ZN PAV MRK REMOV (W) 8" (SLD)	68	LF	$ 1.15	$ 78.20	$1.15	$78.20	$1.10	$74.80	$2.00	$136.00
132	662-2079	WK ZN PAV MRK REMOV (W) 24" (SLD)	117	LF	$ 4.65	$ 544.05	$6.50	$760.50	$6.35	$742.95	$8.00	$936.00
133	662-2098	WK ZN PAV MRK REMOV (Y) 4" (DOT)	182	LF	$ 1.10	$ 200.20	$2.00	$364.00	$1.90	$345.80	$2.00	$364.00
134	662-2099	WK ZN PAV MRK REMOV (Y) 4" (SLD)	5,491	LF	$ 0.50	$ 2,745.50	$0.80	$4,392.80	$0.75	$4,118.25	$1.00	$5,491.00
135	666-2003	REFL PAV MRK TY I (W) 4" (BRK) (100 MIL)	3,464	LF	$ 0.30	$ 1,039.20	$0.45	$1,558.80	$0.40	$1,385.60	$0.50	$1,732.00
136	666-2012	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	2,779	LF	$ 0.30	$ 833.70	$0.45	$1,250.55	$0.40	$1,111.60	$0.50	$1,389.50
137	666-2036	REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)	1,760	LF	$ 0.60	$ 1,056.00	$0.75	$1,320.00	$0.70	$1,232.00	$1.00	$1,760.00
138	666-2042	REFL PAV MRK TY I (W) 12" (SLD) (100 MIL)	3,187	LF	$ 2.50	$ 7,967.50	$2.95	$9,401.65	$2.80	$8,923.60	$3.00	$9,561.00
139	666-2048	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	554	LF	$ 5.85	$ 3,240.90	$5.95	$3,296.30	$5.70	$3,157.80	$6.00	$3,324.00
140	666-2054	REFL PAV MRK TY I (W) (ARROW) (100 MIL)	14	EA	$ 85.00	$ 1,190.00	$78.00	$1,092.00	$75.00	$1,050.00	$100.00	$1,400.00
141	666-2096	REFL PAV MRK TY I (W) (WORD) (100 MIL)	7	EA	$ 107.00	$ 749.00	$98.75	$691.25	$95.00	$665.00	$150.00	$1,050.00
142	666-2099	REFL PAV MRK TY I (W) 18" (YLD TRI) (100 MIL)	13	EA	$ 28.00	$ 364.00	$41.50	$539.50	$40.00	$520.00	$15.00	$195.00
143	666-2108	REFL PAV MRK TY I (Y) (4") (DOT) (100 MIL)	269	LF	$ 1.00	$ 269.00	$1.75	$470.75	$1.70	$457.30	$0.50	$134.50
144	666-2111	REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	17,657	LF	$ 0.30	$ 5,297.10	$0.45	$7,945.65	$0.40	$7,062.80	$0.50	$8,828.50
145	666-2126	REFL PAV MRK TY I (Y) 12" (SLD) (100 MIL)	925	LF	$ 2.85	$ 2,636.25	$2.95	$2,728.75	$2.80	$2,590.00	$3.00	$2,775.00
146	672-2012	RAIS PAV MRK CL B (REFL) TY I-C	233	EA	$ 2.80	$ 652.40	$3.40	$792.20	$3.30	$768.90	$4.00	$932.00
147	672-2015	RAIS PAV MRK CL B (REFL) TY II-A-A	543	EA	$ 3.00	$ 1,629.00	$3.40	$1,846.20	$3.30	$1,791.90	$4.00	$2,172.00
148	677-2001	ELIM EXT PAV MRK & MRKS (4")	12,145	LF	$ 0.35	$ 4,250.75	$0.40	$4,858.00	$0.35	$4,250.75	$0.50	$6,072.50
149	677-2003	ELIM EXT PAV MRK & MRKS (8")	198	LF	$ 0.50	$ 99.00	$0.60	$118.80	$0.55	$108.90	$1.00	$198.00
150	677-2007	ELIM EXT PAV MRK & MRKS (24")	184	LF	$ 1.00	$ 184.00	$1.65	$303.60	$1.60	$294.40	$6.00	$1,104.00
151	680-2002	INSTALL HWY TRF SIG (ISOLATED)	1	EA	$ 4,082.90	$ 4,082.90	$14,550.00	$14,550.00	$22,500.00	$22,500.00	$14,000.00	$14,000.00
152	682-2014	PED SIG SEC (12 IN) LED (2 INDICATIONS)	8	EA	$ 466.54	$ 3,732.32	$505.00	$4,040.00	$610.00	$4,880.00	$500.00	$4,000.00
153	682-2022	VEH SIG SEC (12 IN) LED (GRN ARW)	2	EA	$ 223.34	$ 446.68	$250.00	$500.00	$250.00	$500.00	$250.00	$500.00
154	682-2023	VEH SIG SEC (12 IN) LED (GRN)	10	EA	$ 240.37	$ 2,403.70	$270.00	$2,700.00	$270.00	$2,700.00	$280.00	$2,800.00
155	682-2024	VEH SIG SEC (12 IN) LED (YEL ARW)	2	EA	$ 223.23	$ 446.46	$265.00	$530.00	$250.00	$500.00	$270.00	$540.00
156	682-2025	VEH SIG SEC (12 IN) LED (YEL)	10	EA	$ 247.41	$ 2,474.10	$290.00	$2,900.00	$270.00	$2,700.00	$300.00	$3,000.00
157	682-2027	VEH SIG SEC (12 IN) LED (RED)	10	EA	$ 210.19	$ 2,101.90	$235.00	$2,350.00	$240.00	$2,400.00	$250.00	$2,500.00
158	682-2045	BACK PLATE (12 IN) (3 SEC) ALUM	8	EA	$ 46.34	$ 370.72	$41.50	$332.00	$100.00	$800.00	$40.00	$320.00
159	682-2047	BACK PLATE (12 IN) (5 SEC) ALUM	2	EA	$ 80.97	$ 161.94	$57.25	$114.50	$160.00	$320.00	$60.00	$120.00
160	684-2028	TRF SIG CBL (TY A) (14 AWG) (2 CONDR)	808	LF	$ 1.13	$ 913.04	$1.15	$929.20	$0.95	$767.60	$1.20	$969.60
161	684-2030	TRF SIG CBL (TY A) (14 AWG) (4 CONDR)	201	LF	$ 1.27	$ 255.27	$1.50	$301.50	$1.30	$261.30	$1.40	$281.40
162	684-2031	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	582	LF	$ 1.28	$ 744.96	$1.55	$902.10	$1.40	$814.80	$1.60	$931.20
163	684-2033	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	655	LF	$ 1.71	$ 1,120.05	$1.90	$1,244.50	$1.70	$1,113.50	$2.00	$1,310.00
164	686-2023	INS TRF SIG PL AM(S) 1 ARM (24')	2	EA	$ 3,100.00	$ 6,200.00	$3,120.00	$6,240.00	$2,900.00	$5,800.00	$3,000.00	$6,000.00

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					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
165	686-2041	INS TRF SIG PL AM(S) 1 ARM (40') LUM	1	EA	$ 5,584.54	$ 5,584.54	$6,235.00	$6,235.00	$5,700.00	$5,700.00	$6,000.00	$6,000.00
166	686-2049	INS TRF SIG PL AM(S) 1 ARM (48') LUM	1	EA	$ 6,100.00	$ 6,100.00	$8,315.00	$8,315.00	$6,200.00	$6,200.00	$8,000.00	$8,000.00
167	687-2001	PED POLE ASSEMBLY	1	EA	$ 1,425.88	$ 1,425.88	$520.00	$520.00	$530.00	$530.00	$500.00	$500.00
168	688-2001	PED DETECT (2 INCH PUSH BTN)	8	EA	$ 193.51	$ 1,548.08	$210.00	$1,680.00	$240.00	$1,920.00	$200.00	$1,600.00
169	690-2036	INSTALL OF FND FOR GROUND MNT CABINETS	1	EA	$ 1,751.90	$ 1,751.90	$1,770.00	$1,770.00	$1,400.00	$1,400.00	$1,500.00	$1,500.00
170	6007-2001	REMOVING TRAFFIC SIGNALS	2	EA	$ 2,270.87	$ 4,541.74	$2,600.00	$5,200.00	$3,600.00	$7,200.00	$2,500.00	$5,000.00
171	6266-2002	VIVDS PROCESSOR SYSTEM	1	EA	$ 8,757.41	$ 8,757.41	$6,235.00	$6,235.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00
172	6266-2002	VIVDS CAMERA ASSEMBLY	4	EA	$ 1,220.63	$ 4,882.52	$1,350.00	$5,400.00	$1,600.00	$6,400.00	$1,200.00	$4,800.00
173	6266-2003	VIVDS SET-UP SYSTEM	1	EA	$ 591.38	$ 591.38	$550.00	$550.00	$280.00	$280.00	$550.00	$550.00
174	6266-2005	VIVDS COMMUNICATION CABLE (CO-AXIAL)	571	LF	$ 2.39	$ 1,364.69	$3.15	$1,798.65	$1.60	$913.60	$3.00	$1,713.00
175	6834-2001	PROTABLE CHANGEABLE MESSAGE SIGN	20	DAY	$ 70.00	$ 1,400.00	$260.00	$5,200.00	$270.62	$5,412.40	$150.00	$3,000.00
176	9001-2001	FENCE SALVAGE AND REPLACEMENT	1	LS	$ 2,000.00	$ 2,000.00	$2,500.00	$2,500.00	$3,500.00	$3,500.00	$10,000.00	$10,000.00
177	9002-2001	FIXED BOLLARDS	24	EA	$ 150.00	$ 3,600.00	$255.00	$6,120.00	$200.00	$4,800.00	$200.00	$4,800.00
178	COA 505S A	6" CONCRETE ENCASEMENT	79	LF	$ 30.00	$ 2,370.00	$44.00	$3,476.00	$30.00	$2,370.00	$50.00	$3,950.00
179	COA 505S B-1	16" STEEL ENCASEMENT PIPE (1/4" THICK) BY OPEN CUT	418	LF	$ 60.00	$ 25,080.00	$102.00	$42,636.00	$103.00	$43,054.00	$150.00	$62,700.00
180	COA 505S B-2	16" STEEL ENCASEMENT PIPE (1/4" THICK) BY BORE	204	LF	$ 160.00	$ 32,640.00	$210.00	$42,840.00	$260.00	$53,040.00	$260.00	$53,040.00
181	COA 505S B-3	18" PVC ASTM 3034, SDR 26 ENCASEMENT PIPE BY OPEN CUT	20	LF	$ 30.00	$ 600.00	$74.50	$1,490.00	$94.00	$1,880.00	$160.00	$3,200.00
182	COA 505S B-4	18" STEEL ENCASEMENT PIPE (3/8" THICK) BY BORE	84	LF	$ 230.00	$ 19,320.00	$226.00	$18,984.00	$305.00	$25,620.00	$270.00	$22,680.00
183	COA 505S B-5	20" STEEL ENCASEMENT PIPE (5/16" THICK) BY OPEN CUT	28	LF	$ 90.00	$ 2,520.00	$160.00	$4,480.00	$110.00	$3,080.00	$180.00	$5,040.00
184	COA 505S B-6	30" STEEL ENCASEMENT PIPE (7/16" THICK) BY BORE	160	LF	$ 350.00	$ 56,000.00	$340.00	$54,400.00	$425.00	$68,000.00	$410.00	$65,600.00
185	COA 505S B-7	PE WATER SERVICE CASING PIPE (4" ASTM 1785, SCHEDULE 40 PVC)	1,650	LF	$ 15.00	$ 24,750.00	$18.25	$30,112.50	$8.25	$13,612.50	$10.00	$16,500.00
186	COA 506 ABWW	ABANDON/REMOVE MANHOLE	29	EA	$ 1,600.00	$ 46,400.00	$650.00	$18,850.00	$1,000.00	$29,000.00	$800.00	$23,200.00
187	COA 506 D4	4 FT DIAMETER DROP MANHOLE (PRECAST BASE)	13	EA	$ 4,800.00	$ 62,400.00	$3,500.00	$45,500.00	$2,500.00	$32,500.00	$3,800.00	$49,400.00
188	COA 506 M4	4 FT DIAMETER MANHOLE (PRECAST BASE)	29	EA	$ 3,800.00	$ 110,200.00	$2,750.00	$79,750.00	$2,300.00	$66,700.00	$3,000.00	$87,000.00
189	COA 506 M5	5 FT DIAMETER MANHOLE (PRECAST BASE)	6	EA	$ 4,000.00	$ 24,000.00	$4,290.00	$25,740.00	$3,500.00	$21,000.00	$5,000.00	$30,000.00
190	COA 506 EDM4	EXTRA DEPTH 4' MANHOLE	44	VF	$ 400.00	$ 17,600.00	$265.00	$11,660.00	$225.00	$9,900.00	$140.00	$6,160.00
191	COA 506 EDM5	EXTRA DEPTH 5' MAHOLE	18	VF	$ 500.00	$ 9,000.00	$340.00	$6,120.00	$250.00	$4,500.00	$200.00	$3,600.00
192	COA 509S 1	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS	23,503	LF	$ 1.00	$ 23,503.00	$1.05	$24,678.15	$1.00	$23,503.00	$1.00	$23,503.00
193	COA 510 AW-1	POLYETHYLENE PIPE ASTM D2737, SDR-9 (1" D)	2,073	LF	$ 10.00	$ 20,730.00	$16.25	$33,686.25	$4.00	$8,292.00	$38.00	$78,774.00
194	COA 510 AW-2	POLYETHYLENE PIPE ASTM D2737, SDR-9 (2" D)	914	LF	$ 15.00	$ 13,710.00	$17.00	$15,538.00	$5.00	$4,570.00	$42.00	$38,388.00
195	COA 510 AW-6	C-900, SDR 14 PVC PIPE (6" D) INCLUDING TRACER WIRE	113	LF	$ 18.00	$ 2,034.00	$21.50	$2,429.50	$20.00	$2,260.00	$66.00	$7,458.00
196	COA 510 AW-6A	DUCTILE IRON PIPE, CLASS 350 (6" D)	252	LF	$ 28.00	$ 7,056.00	$34.50	$8,694.00	$35.00	$8,820.00	$75.00	$18,900.00

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197	COA 510 AW-8	C-900, SDR 14 PVC PIPE (8" D) INCLUDING TRACER WIRE	10,171	LF	$ 22.00	$ 223,762.00	$28.50	$289,873.50	$42.00	$427,182.00	$32.00	$325,472.00
198	COA 510 AW-12	C-900, SDR 14 PVC PIPE (12" D) INCLUDING TRACER WIRE	2,328	LF	$ 30.00	$ 69,840.00	$41.50	$96,612.00	$52.00	$121,056.00	$50.00	$116,400.00
199	COA 510 BW-1	CONNECT TO EXISTING WATER SERVICE, INCLUDING TAPPING SADDLE	29	EA	$ 700.00	$ 20,300.00	$1,575.00	$45,675.00	$750.00	$21,750.00	$780.00	$22,620.00
200	COA 510 BW-2	INSTALL WATER SERVICE, INCLUDING TAPPING SADDLE, METER BOX, AND CORPORATION STOP	42	EA	$ 1,500.00	$ 63,000.00	$905.00	$38,010.00	$850.00	$35,700.00	$1,700.00	$71,400.00
201	COA 510 IW 24"X12"	PRESSURE TAP (24"X12") INCL. TAPPING SLEEVE & 12" GATE VALVE, COMPLETE IN PLACE	1	EA	$ 4,000.00	$ 4,000.00	$13,050.00	$13,050.00	$25,000.00	$25,000.00	$14,000.00	$14,000.00
202	COA 510 JW 6"X	WET CONNECTIONS (6") INCLUDING CUT & PLUG	24	EA	$ 1,200.00	$ 28,800.00	$880.00	$21,120.00	$1,500.00	$36,000.00	$1,200.00	$28,800.00
203	COA 510 JW 8"X	WET CONNECTIONS (8") INCLUDING CUT & PLUG	5	EA	$ 1,600.00	$ 8,000.00	$1,075.00	$5,375.00	$2,000.00	$10,000.00	$1,300.00	$6,500.00
204	COA 510 JW 12"X	WET CONNECTIONS (12") INCLUDING CUT & PLUG	5	EA	$ 2,300.00	$ 11,500.00	$1,705.00	$8,525.00	$3,000.00	$15,000.00	$2,000.00	$10,000.00
205	COA 510 KW-6	C110 OR C153 DUCTILE IRON FITTINGS (6")	11	EA	$ 200.00	$ 2,200.00	$118.00	$1,298.00	$150.00	$1,650.00	$380.00	$4,180.00
206	COA 510 KW-8	C110 OR C153 DUCTILE IRON FITTINGS (8")	196	EA	$ 280.00	$ 54,880.00	$142.00	$27,832.00	$175.00	$34,300.00	$430.00	$84,280.00
207	COA 510 KW-12	C110 OR C153 DUCTILE IRON FITTINGS (12")	23	EA	$ 480.00	$ 11,040.00	$293.00	$6,739.00	$340.00	$7,820.00	$670.00	$15,410.00
208	COA 510 AWW-4	SANITARY SEWER PIPE (4" ASTM D3034, SDR-26 PVC)	12	LF	$ 16.00	$ 192.00	$24.50	$294.00	$25.00	$300.00	$170.00	$2,040.00
209	COA 510 A6WW	SANITARY SEWER PIPE (6" ASTM D3034, SDR-26 PVC)	916	LF	$ 23.00	$ 21,068.00	$29.50	$27,022.00	$47.00	$43,052.00	$52.00	$47,632.00
210	COA 510 A8WW	SANITARY SEWER PIPE (8" ASTM D3034, SDR-26 PVC)	1,739	LF	$ 35.00	$ 60,865.00	$34.00	$59,126.00	$38.00	$66,082.00	$44.00	$76,516.00
211	COA 510 A12WW	SANITARY SEWER PIPE (12" ASTM D3034, SDR-26 PVC)	7,117	LF	$ 54.00	$ 384,318.00	$37.50	$266,887.50	$45.00	$320,265.00	$60.00	$427,020.00
212	COA 510 A18WW	SANITARY SEWER PIPE (18" ASTM F679, PS-115 PVC)	1,302	LF	$ 75.00	$ 97,650.00	$58.25	$75,841.50	$57.00	$74,214.00	$80.00	$104,160.00
213	COA 510 BWW-S	CONNECT TO EXISTING WW SERVICE	33	EA	$ 1,200.00	$ 39,600.00	$1,050.00	$34,650.00	$800.00	$26,400.00	$1,500.00	$49,500.00
214	COA 510 BWW-L	CONNECT TO EXISTING WW LINE	1	EA	$ 1,200.00	$ 1,200.00	$1,610.00	$1,610.00	$800.00	$800.00	$500.00	$500.00
215	COA 510 CPWW	CUT & PLUG EXIST. WASTEWATER	17	EA	$ 1,500.00	$ 25,500.00	$765.00	$13,005.00	$200.00	$3,400.00	$500.00	$8,500.00
216	COA 511S A-6	RESILIENT WEDGE GATE VALVE (6")	26	EA	$ 900.00	$ 23,400.00	$875.00	$22,750.00	$750.00	$19,500.00	$1,000.00	$26,000.00
217	COA 511S A-8	RESILIENT WEDGE GATE VALVE (8")	29	EA	$ 1,500.00	$ 43,500.00	$1,240.00	$35,960.00	$1,100.00	$31,900.00	$1,400.00	$40,600.00
218	COA 511S A-12	RESILIENT WEDGE GATE VALVE (12")	3	EA	$ 2,000.00	$ 6,000.00	$2,020.00	$6,060.00	$2,150.00	$6,450.00	$2,300.00	$6,900.00
219	COA 511S B	FIRE HYDRANTS, INCLUDING FITTINGS COMPLETE IN PLACE	26	EA	$ 2,700.00	$ 70,200.00	$2,200.00	$57,200.00	$2,500.00	$65,000.00	$3,200.00	$83,200.00
220	COA 511S F	COMBINATION AIR/VACUUM RELEASE VALVE (1")	3	EA	$ 2,200.00	$ 6,600.00	$1,415.00	$4,245.00	$1,100.00	$3,300.00	$2,000.00	$6,000.00
		TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS				**$ 7,635,062.14**		**$8,885,600.01**		**$9,378,902.84**		**$9,539,240.00**
		ACTUAL BASE BID PROPOSAL						$8,885,600.01		$9,378,902.84		$9,539,240.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		FTWoods Construction		Hunter Industries		Cash Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
		ADJUSTMENT DIFFERENCE						$0.00		$0.00		$0.00
		ALTERNATIVE BID ITEMS										
8	110-2001	EXCAVATION (ROADWAY)	47,767	CY	$ (7.00)	$ (334,369.00)	($7.35)	-$351,087.45	($8.76)	($418,438.92)	($7.00)	($334,369.00)
8A	110-2001	EXCAVATION (ROADWAY)	42,935	CY	$ 7.00	$ 300,545.00	$7.35	$315,572.25	$9.33	$400,583.55	$7.00	$300,545.00
17	247-2366	FL BS (CMP IN PLC) (TY A GR 5) (FINAL POS)	25,738	CY	$ (22.00)	$ (566,236.00)	($31.50)	-$810,747.00	($26.55)	($683,343.90)	($37.00)	($952,306.00)
17A	247-2044	FL BS (CMP IN PLC)(TY A GR 4)(FINAL POS)	17,690	CY	$ 22.00	$ 389,180.00	$31.50	$557,235.00	$26.55	$469,669.50	$37.00	$654,530.00
19	341-2034	D - GR HMA (QCQA) TY - C PG64 - 22	5,540	TON	$ (50.00)	$ (277,000.00)	($60.00)	-$332,400.00	($54.92)	($304,256.80)	($68.00)	($376,720.00)
19A	341-2034	D - GR HMA (QCQA) TY - C PG64-22	11,080	TON	$ 50.00	$ 554,000.00	$65.00	$720,200.00	$54.92	$608,513.60	$70.00	$775,600.00
81	502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	20	MO	$ (3,500.00)	$ (70,000.00)	($5,650.00)	-$113,000.00	($12,630.48)	($252,609.60)	($4,000.00)	($80,000.00)
81A	502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	18	MO	$ 3,500.00	$ 63,000.00	$5,650.00	$101,700.00	$13,602.03	$244,836.54	$4,000.00	$72,000.00
		TOTAL COST OF BASE + ALTERNATE 1 BID ADJUSTED FOR CORRECTNESS				**$ 7,694,182.14**		**$8,973,072.81**		**$9,443,856.81**		**$9,598,520.00**
		ACTUAL BASE + ALTERNATE 1 BID PROPOSAL						$8,973,072.80		$9,443,856.81		$9,598,520.00
		ADJUSTMENT DIFFERENCE						$0.01		$0.00		$0.00
		Acknowledgment of Addenda										
		Addendum No. 1:						Yes		Yes		Yes
		BID BOND & INSURANCE						Yes		Yes		Yes
		Conflict of Interest Statement						Yes		Yes		Yes
		Disclosure of Lobbing Activities						Yes		Yes		Yes
		References (Minimum of Three)						Yes		Yes		Yes

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	JC Evans Construction		Austin Engineering		RGM Constructors		Austin Bridge & Road	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-2001	PREPARING ROW	2.2	AC	$7,500.00	$16,500.00	$10,000.00	$22,000.00	$11,000.00	$24,200.00	$720.00	$1,584.00
2	100-2002	PREPARING ROW	75.4	STA	$7,500.00	$565,500.00	$4,000.00	$301,600.00	$1,400.00	$105,560.00	$1,175.00	$88,595.00
3	104-2001	REMOVING CONC (PAV)	1,714	SY	$10.00	$17,140.00	$8.00	$13,712.00	$19.00	$32,566.00	$13.50	$23,139.00
4	104-2009	REMOVING CONC (RIPRAP)	2,337	SY	$10.00	$23,370.00	$8.00	$18,696.00	$9.50	$22,201.50	$8.30	$19,397.10
5	104-2015	REMOVING CONC (SIDEWALKS)	462	SY	$10.00	$4,620.00	$6.00	$2,772.00	$10.50	$4,851.00	$8.30	$3,834.60
6	104-2022	REMOVING CONC (CURB AND GUTTER)	6,972	LF	$10.00	$69,720.00	$5.00	$34,860.00	$7.20	$50,198.40	$5.39	$37,579.08
7	105-2069	REMOVING STAB BASE & ASPH PAV (4"-6")	60,668	SY	$3.85	$233,571.80	$2.00	$121,336.00	$2.50	$151,670.00	$1.90	$115,269.20
8	110-2001	EXCAVATION (ROADWAY)	47,767	CY	$8.00	$382,136.00	$16.00	$764,272.00	$7.85	$374,970.95	$17.50	$835,922.50
9	110-2002	EXCAVATION (CHANNEL)	3,027	CY	$6.00	$18,162.00	$16.00	$48,432.00	$8.50	$25,729.50	$8.20	$24,821.40
10	132-2004	EMBANKMENT (FINAL) (DENS CONT) (TY B)	2,588	CY	$2.00	$5,176.00	$7.00	$18,116.00	$8.75	$22,645.00	$6.60	$17,080.80
11	160-2003	FURNISHING AND PLACING TOPSOIL (4")	20,697	CY	$0.25	$5,174.25	$1.00	$20,697.00	$1.10	$22,766.70	$2.30	$47,603.10
12	162-2002	BLOCK SODDING	5,595	SY	$3.50	$19,582.50	$4.50	$25,177.50	$5.10	$28,534.50	$2.95	$16,505.25
13	164-2007	BROADCAST SEED (PERM) (URBAN) (CLAY)	15,107	SY	$0.25	$3,776.75	$0.25	$3,776.75	$0.13	$1,963.91	$0.67	$10,121.69
14	164-2009	BROADCAST SEED (TEMP) (WARM)	7,553.5	SY	$0.10	$755.35	$0.25	$1,888.38	$0.16	$1,208.56	$0.67	$5,060.85
15	164-2011	BROADCAST SEED (TEMP) (COOL)	7,553.5	SY	$0.10	$755.35	$0.25	$1,888.38	$0.16	$1,208.56	$0.67	$5,060.85
16	169-2001	SOIL RETENTION BLANKETS (CL 1) (TY A)	3,773	SY	$1.00	$3,773.00	$2.00	$7,546.00	$1.20	$4,527.60	$1.45	$5,470.85
17	247-2366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	25,738	CY	$28.95	$745,115.10	$32.00	$823,616.00	$26.55	$683,343.90	$38.00	$978,044.00
18	310-2005	PRIME COAT (MC-30 OR AE-P)	10,069	GAL	$3.25	$32,724.25	$3.88	$39,067.72	$4.00	$40,276.00	$3.25	$32,724.25
19	341-2034	D-GR HMA (QCQA) TY-C PG64-22	5,540	TON	$68.45	$379,213.00	$74.25	$411,345.00	$68.00	$376,720.00	$68.45	$379,213.00
20	341-2048	D-GR HMA(QCQA) TY-C SAC-B PG70-22	5,567	TON	$66.39	$369,593.13	$77.50	$431,442.50	$68.00	$378,556.00	$66.39	$369,593.13
21	354-2045	PLANE ASPH CONC PAV (2")	230	SY	$15.00	$3,450.00	$14.00	$3,220.00	$40.00	$9,200.00	$12.00	$2,760.00
22	400-2005	CEM STABIL BKFL	120	CY	$90.00	$10,800.00	$34.00	$4,080.00	$125.00	$15,000.00	$65.00	$7,800.00
23	400-2006	CUT & RESTORING PAV	3,419	SY	$25.00	$85,475.00	$40.00	$136,760.00	$28.00	$95,732.00	$55.00	$188,045.00
24	400-2008	CUT & RESTORING PAV (ASPH)	3,622	SY	$20.00	$72,440.00	$54.00	$195,588.00	$34.50	$124,959.00	$55.00	$199,210.00
25	400-2009	CUT & RESTORING PAV (CONC)	16	SY	$80.00	$1,280.00	$90.00	$1,440.00	$500.00	$8,000.00	$50.00	$800.00
26	402-2001	TRENCH EXCAVATION PROTECTION	11,684	LF	$1.00	$11,684.00	$3.00	$35,052.00	$2.00	$23,368.00	$1.00	$11,684.00
27	416-2030	DRILL SHAFT (TRF SIG POLE) (24 IN)	6	LF	$151.20	$907.20	$150.00	$900.00	$145.00	$870.00	$135.00	$810.00
28	416-2031	DRILL SHAFT (TRF SIG POLE) (30 IN)	22	LF	$196.00	$4,312.00	$194.00	$4,268.00	$185.00	$4,070.00	$175.00	$3,850.00
29	416-2032	DRILL SHAFT (TRF SIG POLE) (36 IN)	26	LF	$224.00	$5,824.00	$222.00	$5,772.00	$215.00	$5,590.00	$200.00	$5,200.00
30	416-9000	DRILL SHAFT (RDWY ILL POLE) (24 IN) (ONCOR)	648	LF	$120.00	$77,760.00	$177.00	$114,696.00	$170.00	$110,160.00	$160.00	$103,680.00
31	423-2006	RETAINING WALL (CONC BLOCK)	53	SF	$40.00	$2,120.00	$25.00	$1,325.00	$80.00	$4,240.00	$41.00	$2,173.00
32	432-2002	RIPRAP (CONC) (5 IN)	128.8	CY	$305.00	$39,284.00	$428.00	$55,126.40	$370.00	$47,656.00	$400.00	$51,520.00
33	432-2028	BEDDING MATERIAL (6 IN)	97	CY	$30.00	$2,910.00	$18.00	$1,746.00	$70.00	$6,790.00	$20.00	$1,940.00
34	432-2071	RIPRAP (STONE COMMON) (DRY) (24 IN)	392	CY	$20.00	$7,840.00	$70.00	$27,440.00	$85.00	$33,320.00	$63.20	$24,774.40
35	432-2073	RAIL (HANDRAIL) (TY B)	65	LF	$60.00	$3,900.00	$54.00	$3,510.00	$88.00	$5,720.00	$57.30	$3,724.50
36	450-2077	RAIL (HANDRAIL) (TY F)	27	LF	$98.00	$2,646.00	$89.00	$2,403.00	$150.00	$4,050.00	$88.00	$2,376.00
37	462-2001	CONC BOX CULV (3 FT X 2 FT)	180	LF	$118.00	$21,240.00	$84.00	$15,120.00	$115.00	$20,700.00	$103.00	$18,540.00
38	462-2003	CONC BOX CULV (4 FT X 2 FT)	692	LF	$145.00	$100,340.00	$118.00	$81,656.00	$120.00	$83,040.00	$113.00	$78,196.00
39	462-2005	CONC BOX CULV (4 FT X 4 FT)	218	LF	$174.00	$37,932.00	$150.00	$32,700.00	$145.00	$31,610.00	$132.00	$28,776.00
40	462-2007	CONC BOX CULV (5 FT X 3 FT)	286	LF	$204.00	$58,344.00	$170.00	$48,620.00	$155.00	$44,330.00	$162.00	$46,332.00
41	462-2008	CONC BOX CULV (5 FT X 4 FT)	1,471	LF	$240.00	$353,040.00	$172.00	$253,012.00	$190.00	$279,490.00	$180.00	$264,780.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	JC Evans Construction		Austin Engineering		RGM Constructors		Austin Bridge & Road	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
42	462-2009	CONC BOX CULV (5 FT X 5 FT)	146	LF	$262.00	$38,252.00	$202.00	$29,492.00	$200.00	$29,200.00	$195.00	$28,470.00
43	462-2012	CONC BOX CULV (6 FT X 5 FT)	781	LF	$306.00	$238,986.00	$246.00	$192,126.00	$235.00	$183,535.00	$235.00	$183,535.00
44	462-2019	CONC BOX CULV (8 FT X 4 FT)	254	LF	$389.00	$98,806.00	$294.00	$74,676.00	$280.00	$71,120.00	$310.00	$78,740.00
45	462-2025	CONC BOX CULV (9 FT X 6 FT)	192	LF	$434.00	$83,328.00	$391.00	$75,072.00	$395.00	$75,840.00	$475.00	$91,200.00
46	464-2003	RC PIPE (CL III) (18 IN)	4,357	LF	$37.00	$161,209.00	$31.00	$135,067.00	$40.00	$174,280.00	$30.00	$130,710.00
47	464-2005	RC PIPE (CL III) (24 IN)	499	LF	$48.00	$23,952.00	$38.00	$18,962.00	$48.00	$23,952.00	$45.00	$22,455.00
48	464-2007	RC PIPE (CL III) (30 IN)	629	LF	$68.00	$42,772.00	$50.00	$31,450.00	$69.00	$43,401.00	$58.00	$36,482.00
49	464-2009	RC PIPE (CL III) (36 IN)	407	LF	$95.00	$38,665.00	$68.00	$27,676.00	$90.00	$36,630.00	$75.00	$30,525.00
50	464-2010	RC PIPE (CL III) (42 IN)	1,099	LF	$114.00	$125,286.00	$91.00	$100,009.00	$96.00	$105,504.00	$92.00	$101,108.00
51	464-2011	RC PIPE (CL III) (48 IN)	709	LF	$134.00	$95,006.00	$120.00	$85,080.00	$122.00	$86,498.00	$110.00	$77,990.00
52	464-2012	RC PIPE (CL III) (54 IN)	260	LF	$173.00	$44,980.00	$150.00	$39,000.00	$132.00	$34,320.00	$130.00	$33,800.00
53	464-2013	RC PIPE (CL III) (60 IN)	1,562	LF	$203.00	$317,086.00	$190.00	$296,780.00	$152.00	$237,424.00	$149.00	$232,738.00
54	464-2044	RC PIPE (CL V) (60 IN)	54	LF	$245.00	$13,230.00	$225.00	$12,150.00	$250.00	$13,500.00	$195.00	$10,530.00
55	465-2001	INLET (COMPL) (TY C)	71	EA	$2,200.00	$156,200.00	$2,400.00	$170,400.00	$3,300.00	$234,300.00	$1,750.00	$124,250.00
56	465-2003	INLET (COMPL) (TY H)	20	EA	$2,300.00	$46,000.00	$3,450.00	$69,000.00	$2,900.00	$58,000.00	$2,100.00	$42,000.00
57	465-2005	MANH (COMPL) (TY M)	27	EA	$4,600.00	$124,200.00	$5,000.00	$135,000.00	$3,200.00	$86,400.00	$4,100.00	$110,700.00
58	465-2008	INLET EXT (TY E)	64	EA	$800.00	$51,200.00	$700.00	$44,800.00	$1,250.00	$80,000.00	$750.00	$48,000.00
59	465-2010	INLET (COMPL) (TY AAD)	7	EA	$3,300.00	$23,100.00	$3,500.00	$24,500.00	$3,400.00	$23,800.00	$2,950.00	$20,650.00
60	465-2011	INLET (COMPL) (TY AD)	2	EA	$2,300.00	$4,600.00	$2,400.00	$4,800.00	$2,800.00	$5,600.00	$1,975.00	$3,950.00
61	465-2014	MANH (COMPL) (JUNCT BOX)	1	EA	$8,500.00	$8,500.00	$9,200.00	$9,200.00	$9,000.00	$9,000.00	$7,700.00	$7,700.00
62	465-2021	INLET (COMPL) (CURB) (TY IIR) (10')	15	EA	$4,800.00	$72,000.00	$4,000.00	$60,000.00	$7,000.00	$105,000.00	$4,850.00	$72,750.00
63	465-2152	MANH (COMPL) (RISER ONLY)	4	EA	$1,650.00	$6,600.00	$1,200.00	$4,800.00	$900.00	$3,600.00	$750.00	$3,000.00
64	465-2160	INLET (COMPL) (TY H) (SPL)	18	EA	$4,200.00	$75,600.00	$2,800.00	$50,400.00	$4,600.00	$82,800.00	$3,150.00	$56,700.00
65	465-2215	INLET (COMPL) (TY H) (SPL)	1	EA	$4,200.00	$4,200.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$3,100.00	$3,100.00
66	465-2271	INLET (COMP) (CURB) (TY IR) (10')	1	EA	$5,700.00	$5,700.00	$4,000.00	$4,000.00	$7,800.00	$7,800.00	$4,900.00	$4,900.00
67	466-2010	WINGWALL (SW-0) (HW=8FT)	1	EA	$13,780.00	$13,780.00	$17,700.00	$17,700.00	$20,000.00	$20,000.00	$8,000.00	$8,000.00
68	466-2021	WINGWALL (FW-0) (HW=5FT)	1	EA	$8,893.00	$8,893.00	$5,600.00	$5,600.00	$8,000.00	$8,000.00	$6,500.00	$6,500.00
69	466-2024	WINGWALL (FW-0) (HW=8FT)	1	EA	$14,788.00	$14,788.00	$16,900.00	$16,900.00	$29,000.00	$29,000.00	$8,000.00	$8,000.00
70	466-2049	WINGWALL (PW)(HW=5FT)	1	EA	$6,872.00	$6,872.00	$7,000.00	$7,000.00	$12,000.00	$12,000.00	$6,500.00	$6,500.00
71	466-2052	WINGWALL (PW)(HW=8FT)	1	EA	$14,352.00	$14,352.00	$12,700.00	$12,700.00	$12,000.00	$12,000.00	$8,300.00	$8,300.00
72	496-2002	REMOV STR (INLET)	34	EA	$325.00	$11,050.00	$2,000.00	$68,000.00	$1,200.00	$40,800.00	$200.00	$6,800.00
73	496-2003	REMOV STR (MANHOLE)	4	EA	$350.00	$1,400.00	$2,000.00	$8,000.00	$1,600.00	$6,400.00	$500.00	$2,000.00
74	496-2004	REMOV STR (SET)	1	EA	$145.00	$145.00	$600.00	$600.00	$550.00	$550.00	$200.00	$200.00
75	496-2005	REMOV STR (WINGWALL)	14	EA	$475.00	$6,650.00	$1,400.00	$19,600.00	$2,000.00	$28,000.00	$400.00	$5,600.00
76	496-2006	REMOV STIL (HEADWALL)	22	EA	$500.00	$11,000.00	$1,500.00	$33,000.00	$1,200.00	$26,400.00	$350.00	$7,700.00
77	496-2007	REMOV OLD STR (PIPE)	6,319	LF	$8.00	$50,552.00	$40.00	$252,760.00	$8.50	$53,711.50	$8.00	$50,552.00
78	496-2008	REMOV STR (BOX CULVERT)	738	LF	$15.00	$11,070.00	$12.00	$8,856.00	$37.00	$27,306.00	$20.00	$14,760.00
79	496-2043	REMOV STR (SMALL FENCE)	128	LF	$2.00	$256.00	$4.00	$512.00	$9.00	$1,152.00	$20.00	$2,560.00
80	500-2001	MOBILIZATION	1	LS	$720,614.00	$720,614.00	$173,000.00	$173,000.00	$800,000.00	$800,000.00	$1,023,000.00	$1,023,000.00
81	502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	20	MO	$500.00	$10,000.00	$5,500.00	$110,000.00	$12,000.00	$240,000.00	$21,500.00	$430,000.00
82	506-2003	ROCK FILTER DAMS (INSTALL) (TY 3)	185	LF	$30.00	$5,550.00	$35.00	$6,475.00	$26.00	$4,810.00	$35.00	$6,475.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	JC Evans Construction		Austin Engineering		RGM Constructors		Austin Bridge & Road	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
83	506-2009	ROCK FILTER DAMS (REMOVE)	185	LF	$1.00	$185.00	$5.00	$925.00	$12.00	$2,220.00	$15.00	$2,775.00
84	506-2034	TEMPORARY SEDIMENT CONTROL FENCE	3,734	LF	$4.00	$14,936.00	$2.00	$7,468.00	$2.75	$10,268.50	$2.25	$8,401.50
85	508-2002	CONSTRUCTION DETOURS	1,099	SY	$5.00	$5,495.00	$55.00	$60,445.00	$45.00	$49,455.00	$49.00	$53,851.00
86	528-2004	LANDSCAPE PAVERS	298	SY	$7.00	$2,086.00	$60.00	$17,880.00	$50.00	$14,900.00	$108.00	$32,184.00
87	529-2003	CONC CURB & GUTTER (TY I)	465	LF	$7.00	$3,255.00	$13.40	$6,231.00	$7.45	$3,464.25	$12.40	$5,766.00
88	529-2004	CONC CURB & GUTTER (TY II)	14,157	LF	$7.00	$99,099.00	$9.20	$130,244.40	$7.45	$105,469.65	$10.20	$144,401.40
89	529-2017	CONC CURB & GUTTER (VALLEY GUTTER)	2,169	LF	$32.50	$70,492.50	$26.00	$56,394.00	$20.00	$43,380.00	$14.50	$31,450.50
90	530-2010	DRIVEWAYS (CONC)	5,953	SY	$49.20	$292,887.60	$60.00	$357,180.00	$53.50	$318,485.50	$53.00	$315,509.00
91	531-2005	CURB RAMPS (TY 1)	9	EA	$850.00	$7,650.00	$800.00	$7,200.00	$950.00	$8,550.00	$1,108.00	$9,972.00
92	531-2008	CURB RAMPS (TY 4)	3	EA	$850.00	$2,550.00	$1,033.00	$3,099.00	$1,000.00	$3,000.00	$1,108.00	$3,324.00
93	531-2010	CURB RAMPS (TY 7)	51	EA	$850.00	$43,350.00	$860.00	$43,860.00	$950.00	$48,450.00	$1,108.00	$56,508.00
94	531-2018	CURB RAMPS (SPECIAL)	2	EA	$850.00	$1,700.00	$1,350.00	$2,700.00	$1,200.00	$2,400.00	$1,108.00	$2,216.00
95	531-2031	CONCRETE SIDEWALKS (4")	4,521	SY	$31.00	$140,151.00	$3.30	$14,919.30	$29.00	$131,109.00	$17.30	$78,213.30
96	540-2001	MTL W-BEAM GD FEN (TIM POST)	75	LF	$20.00	$1,500.00	$25.50	$1,912.50	$26.00	$1,950.00	$23.00	$1,725.00
97	540-2005	TERMINAL ANCHOR SECTION	1	EA	$450.00	$450.00	$500.00	$500.00	$500.00	$500.00	$458.00	$458.00
98	542-2001	REMOVING METAL BEAM GUARD FENCE	679	LF	$2.00	$1,358.00	$10.00	$6,790.00	$2.75	$1,867.25	$1.00	$679.00
99	542-2002	REMOVING TERMINAL ANCHOR SECTION	11	EA	$250.00	$2,750.00	$140.00	$1,540.00	$140.00	$1,540.00	$125.00	$1,375.00
100	550-2003	CHAIN LINK FENCE (REMOVE)	35	LF	$10.00	$350.00	$15.00	$525.00	$18.00	$630.00	$6.00	$210.00
101	550-2006	GATE (REMOVE)	1	EA	$500.00	$500.00	$200.00	$200.00	$450.00	$450.00	$50.00	$50.00
102	550-2027	CHAIN LINK FENCE (INSTALL) (8') (BARB TOP)	35	LF	$25.00	$875.00	$38.00	$1,330.00	$50.00	$1,750.00	$30.00	$1,050.00
103	550-2012	GATE (SPECIAL)	1	EA	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$650.00	$650.00
104	556-2008	PIPE UNDERDRAINS (TY 8) (6")	500	LF	$23.00	$11,500.00	$40.00	$20,000.00	$25.00	$12,500.00	$40.10	$20,050.00
105	560-2001	MAILBOX INSTALLATION (SINGLE)	21	EA	$160.00	$3,360.00	$175.00	$3,675.00	$175.00	$3,675.00	$160.00	$3,360.00
106	560-2002	MAILBOX INSTALLATION (DOUBLE)	2	EA	$185.00	$370.00	$210.00	$420.00	$200.00	$400.00	$185.00	$370.00
107	610-2072	REMOV RDWY ILL ASSEM	13	EA	$490.00	$6,370.00	$275.00	$3,575.00	$265.00	$3,445.00	$250.00	$3,250.00
108	618-2018	CONDT (PVC) (SCHD 40) (2")	10,239	LF	$5.70	$58,362.30	$10.00	$102,390.00	$9.50	$97,270.50	$9.00	$92,151.00
109	618-2022	CONDT (PVC) (SCHD 40) (3")	865	LF	$16.80	$14,532.00	$12.25	$10,596.25	$12.00	$10,380.00	$11.00	$9,515.00
110	618-2023	CONDT (PVC) (SCHD 40) (3") (BORE)	1,452	LF	$27.25	$39,567.00	$17.80	$25,845.60	$17.00	$24,684.00	$16.00	$23,232.00
111	618-2024	CONDT (PVC) (SCHD 40) (4")	15	LF	$28.00	$420.00	$22.00	$330.00	$22.00	$330.00	$20.00	$300.00
112	618-2040	CONDT (PVC) (SCHD 40) (4") (SLEEVE)	3,351	LF	$6.00	$20,106.00	$28.00	$93,828.00	$13.50	$45,238.50	$30.00	$100,530.00
113	620-2009	ELEC CONDR (NO. 6) BARE	10	LF	$2.24	$22.40	$1.30	$13.00	$1.20	$12.00	$1.10	$11.00
114	620-2010	ELEC CONDR (NO. 6) INSULATED	20	LF	$3.36	$67.20	$1.60	$32.00	$1.50	$30.00	$1.40	$28.00
115	620-2011	ELEC CONDR (NO. 8) BARE	690	LF	$0.90	$621.00	$1.00	$690.00	$0.85	$586.50	$0.80	$552.00
116	620-2016	ELECT CONDR (NO. 12) INSULATED	540	LF	$0.78	$421.20	$0.82	$442.80	$0.75	$405.00	$0.70	$378.00
117	624-2008	GROUND BOX TY A (122311) W/ APRON	3	EA	$450.00	$1,350.00	$500.00	$1,500.00	$500.00	$1,500.00	$450.00	$1,350.00
118	624-2012	GROUND BOX TY C (162911) W/ APRON	4	EA	$616.00	$2,464.00	$625.00	$2,500.00	$600.00	$2,400.00	$550.00	$2,200.00
119	624-9000	GROUND BOX (ONCOR)	84	EA	$225.00	$18,900.00	$500.00	$42,000.00	$425.00	$35,700.00	$395.00	$33,180.00
120	628-2179	ELC SRV TY D 120/240 100 (NS) AL (E) SP (0)	1	EA	$6,384.00	$6,384.00	$6,300.00	$6,300.00	$6,200.00	$6,200.00	$5,700.00	$5,700.00
121	636-2001	ALUMINUM SIGNS (TY A)	64	SF	$33.60	$2,150.40	$35.00	$2,240.00	$32.00	$2,048.00	$30.00	$1,920.00
122	644-2001	INS SM RD SN SUM & AM TY 10BWG (1) SA (P)	56	EA	$382.00	$21,392.00	$425.00	$23,800.00	$405.00	$22,680.00	$382.00	$21,392.00
123	644-2056	RELOCATE SM RD SN SUP & AM TY 10BWG	22	EA	$225.00	$4,950.00	$250.00	$5,500.00	$245.00	$5,390.00	$225.00	$4,950.00

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					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
124	644-2060	REMOVE SM RD SN SUP & AM	37	EA	$100.00	$3,700.00	$15.00	$555.00	$75.00	$2,775.00	$200.00	$7,400.00
125	658-2319	INSTL OM ASSM (OM-2Z) (RCR) WP	14	EA	$115.00	$1,610.00	$130.00	$1,820.00	$125.00	$1,750.00	$115.00	$1,610.00
126	658-2328	REMOV DELIN & OBJECT MARKERS ASSMS	52	EA	$75.00	$3,900.00	$20.00	$1,040.00	$40.00	$2,080.00	$48.00	$2,496.00
127	662-2004	WK ZN PAV MRK NON - REMOV (W) 4" (SLD)	20,089	LF	$0.30	$6,026.70	$0.33	$6,629.37	$0.32	$6,428.48	$0.30	$6,026.70
128	662-2032	WK ZN PAV MRK NON - REMOV (Y) 4" (SLD)	25,349	LF	$0.30	$7,604.70	$0.33	$8,365.17	$0.32	$8,111.68	$0.30	$7,604.70
129	662-2065	WK ZN PAV MRK REMOV (W) 4" (DOT)	182	LF	$1.90	$345.80	$2.00	$364.00	$2.00	$364.00	$1.90	$345.80
130	662-2067	WK ZN PAV MRK REMOV (W) 4" (SLD)	5,669	LF	$0.75	$4,251.75	$0.85	$4,818.65	$0.80	$4,535.20	$0.75	$4,251.75
131	662-2075	WK ZN PAV MRK REMOV (W) 8" (SLD)	68	LF	$1.10	$74.80	$1.25	$85.00	$1.20	$81.60	$1.10	$74.80
132	662-2079	WK ZN PAV MRK REMOV (W) 24" (SLD)	117	LF	$6.35	$742.95	$6.80	$795.60	$7.00	$819.00	$6.35	$742.95
133	662-2098	WK ZN PAV MRK REMOV (Y) 4" (DOT)	182	LF	$1.90	$345.80	$2.25	$409.50	$2.10	$382.20	$1.90	$345.80
134	662-2099	WK ZN PAV MRK REMOV (Y) 4" (SLD)	5,491	LF	$0.75	$4,118.25	$0.83	$4,557.53	$0.80	$4,392.80	$0.75	$4,118.25
135	666-2003	REFL PAV MRK TY I (W) 4" (BRK) (100 MIL)	3,464	LF	$0.40	$1,385.60	$0.45	$1,558.80	$0.42	$1,454.88	$0.40	$1,385.60
136	666-2012	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	2,779	LF	$0.40	$1,111.60	$0.45	$1,250.55	$0.42	$1,167.18	$0.40	$1,111.60
137	666-2036	REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)	1,760	LF	$0.70	$1,232.00	$0.77	$1,355.20	$0.75	$1,320.00	$0.70	$1,232.00
138	666-2042	REFL PAV MRK TY I (W) 12" (SLD) (100 MIL)	3,187	LF	$2.80	$8,923.60	$3.00	$9,561.00	$3.00	$9,561.00	$2.80	$8,923.60
139	666-2048	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	554	LF	$5.70	$3,157.80	$6.10	$3,379.40	$6.00	$3,324.00	$5.70	$3,157.80
140	666-2054	REFL PAV MRK TY I (W) (ARROW) (100 MIL)	14	EA	$75.00	$1,050.00	$82.00	$1,148.00	$80.00	$1,120.00	$75.00	$1,050.00
141	666-2096	REFL PAV MRK TY I (W) (WORD) (100 MIL)	7	EA	$95.00	$665.00	$105.00	$735.00	$105.00	$735.00	$95.00	$665.00
142	666-2099	REFL PAV MRK TY I (W) 18" (YLD TRI) (100 MIL)	13	EA	$40.00	$520.00	$45.00	$585.00	$45.00	$585.00	$40.00	$520.00
143	666-2108	REFL PAV MRK TY I (Y) (4") (DOT) (100 MIL)	269	LF	$1.70	$457.30	$1.80	$484.20	$1.85	$497.65	$1.70	$457.30
144	666-2111	REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	17,657	LF	$0.40	$7,062.80	$0.44	$7,769.08	$0.42	$7,415.94	$0.40	$7,062.80
145	666-2126	REFL PAV MRK TY I (Y) 12" (SLD) (100 MIL)	925	LF	$2.80	$2,590.00	$3.10	$2,867.50	$3.00	$2,775.00	$2.80	$2,590.00
146	672-2012	RAIS PAV MRK CL B (REFL) TY I-C	233	EA	$3.30	$768.90	$3.55	$827.15	$3.50	$815.50	$3.30	$768.90
147	672-2015	RAIS PAV MRK CL B (REFL) TY II-A-A	543	EA	$3.30	$1,791.90	$3.55	$1,927.65	$3.50	$1,900.50	$3.30	$1,791.90
148	677-2001	ELIM EXT PAV MRK & MRKS (4")	12,145	LF	$0.35	$4,250.75	$0.38	$4,615.10	$0.37	$4,493.65	$0.35	$4,250.75
149	677-2003	ELIM EXT PAV MRK & MRKS (8")	198	LF	$0.55	$108.90	$0.62	$122.76	$0.60	$118.80	$0.55	$108.90
150	677-2007	ELIM EXT PAV MRK & MRKS (24")	184	LF	$1.60	$294.40	$1.69	$310.96	$1.75	$322.00	$1.60	$294.40
151	680-2002	INSTALL HWY TRF SIG (ISOLATED)	1	EA	$17,920.00	$17,920.00	$15,550.00	$15,550.00	$15,000.00	$15,000.00	$14,000.00	$14,000.00
152	682-2014	PED SIG SEC (12 IN) LED (2 INDICATIONS)	8	EA	$543.20	$4,345.60	$525.00	$4,200.00	$525.00	$4,200.00	$485.00	$3,880.00
153	682-2022	VEH SIG SEC (12 IN) LED (GRN ARW)	2	EA	$268.80	$537.60	$265.00	$530.00	$260.00	$520.00	$240.00	$480.00
154	682-2023	VEH SIG SEC (12 IN) LED (GRN)	10	EA	$290.08	$2,900.80	$278.00	$2,780.00	$275.00	$2,750.00	$259.00	$2,590.00
155	682-2024	VEH SIG SEC (12 IN) LED (YEL ARW)	2	EA	$285.60	$571.20	$274.00	$548.00	$275.00	$550.00	$255.00	$510.00
156	682-2025	VEH SIG SEC (12 IN) LED (YEL)	10	EA	$312.48	$3,124.80	$250.00	$2,500.00	$300.00	$3,000.00	$279.00	$2,790.00
157	682-2027	VEH SIG SEC (12 IN) LED (RED)	10	EA	$256.48	$2,564.80	$250.00	$2,500.00	$245.00	$2,450.00	$229.00	$2,290.00
158	682-2045	BACK PLATE (12 IN) (3 SEC) ALUM	8	EA	$44.80	$358.40	$44.00	$352.00	$45.00	$360.00	$40.00	$320.00
159	682-2047	BACK PLATE (12 IN) (5 SEC) ALUM	2	EA	$61.60	$123.20	$61.00	$122.00	$60.00	$120.00	$55.00	$110.00
160	684-2028	TRF SIG CBL (TY A) (14 AWG) (2 CONDR)	808	LF	$1.23	$993.84	$1.30	$1,050.40	$1.20	$969.60	$1.10	$888.80
161	684-2030	TRF SIG CBL (TY A) (14 AWG) (4 CONDR)	201	LF	$1.57	$315.57	$1.60	$321.60	$1.50	$301.50	$1.40	$281.40
162	684-2031	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	582	LF	$1.68	$977.76	$1.65	$960.30	$1.65	$960.30	$1.50	$873.00
163	684-2033	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	655	LF	$2.02	$1,323.10	$2.00	$1,310.00	$2.00	$1,310.00	$1.80	$1,179.00
164	686-2023	INS TRF SIG PL AM(S) 1 ARM (24')	2	EA	$3,360.00	$6,720.00	$3,300.00	$6,600.00	$3,200.00	$6,400.00	$3,000.00	$6,000.00

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165	686-2041	INS TRF SIG PL AM(S) 1 ARM (40') LUM	1	EA	$6,720.00	$6,720.00	$6,620.00	$6,620.00	$6,500.00	$6,500.00	$6,000.00	$6,000.00
166	686-2049	INS TRF SIG PL AM(S) 1 ARM (48') LUM	1	EA	$8,960.00	$8,960.00	$8,840.00	$8,840.00	$8,500.00	$8,500.00	$8,000.00	$8,000.00
167	687-2001	PED POLE ASSEMBLY	1	EA	$560.00	$560.00	$555.00	$555.00	$550.00	$550.00	$500.00	$500.00
168	688-2001	PED DETECT (2 INCH PUSH BTN)	8	EA	$225.12	$1,800.96	$210.00	$1,680.00	$220.00	$1,760.00	$201.00	$1,608.00
169	690-2036	INSTALL OF FND FOR GROUND MNT CABINETS	1	EA	$1,904.00	$1,904.00	$1,900.00	$1,900.00	$1,900.00	$1,900.00	$1,700.00	$1,700.00
170	6007-2001	REMOVING TRAFFIC SIGNALS	2	EA	$2,800.00	$5,600.00	$3,200.00	$6,400.00	$2,700.00	$5,400.00	$2,500.00	$5,000.00
171	6266-2002	VIVDS PROCESSOR SYSTEM	1	EA	$6,720.00	$6,720.00	$6,750.00	$6,750.00	$6,500.00	$6,500.00	$6,000.00	$6,000.00
172	6266-2002	VIVDS CAMERA ASSEMBLY	4	EA	$1,456.00	$5,824.00	$1,435.00	$5,740.00	$1,400.00	$5,600.00	$1,300.00	$5,200.00
173	6266-2003	VIVDS SET-UP SYSTEM	1	EA	$588.00	$588.00	$600.00	$600.00	$600.00	$600.00	$525.00	$525.00
174	6266-2005	VIVDS COMMUNICATION CABLE (CO-AXIAL)	571	LF	$5.60	$3,197.60	$3.33	$1,901.43	$3.25	$1,855.75	$3.00	$1,713.00
175	6834-2001	PROTABLE CHANGEABLE MESSAGE SIGN	20	DAY	$100.00	$2,000.00	$278.00	$5,560.00	$200.00	$4,000.00	$100.00	$2,000.00
176	9001-2001	FENCE SALVAGE AND REPLACEMENT	1	LS	$540.00	$540.00	$3,000.00	$3,000.00	$12,000.00	$12,000.00	$5,000.00	$5,000.00
177	9002-2001	FIXED BOLLARDS	24	EA	$350.00	$8,400.00	$400.00	$9,600.00	$650.00	$15,600.00	$200.00	$4,800.00
178	COA 505S A	6" CONCRETE ENCASEMENT	79	LF	$18.00	$1,422.00	$30.00	$2,370.00	$45.00	$3,555.00	$40.00	$3,160.00
179	COA 505S B-1	16" STEEL ENCASEMENT PIPE (1/4" THICK) BY OPEN CUT	418	LF	$92.00	$38,456.00	$95.00	$39,710.00	$92.00	$38,456.00	$95.00	$39,710.00
180	COA 505S B-2	16" STEEL ENCASEMENT PIPE (1/4" THICK) BY BORE	204	LF	$307.00	$62,628.00	$240.00	$48,960.00	$310.00	$63,240.00	$260.00	$53,040.00
181	COA 505S B-3	18" PVC ASTM 3034, SDR 26 ENCASEMENT PIPE BY OPEN CUT	20	LF	$98.00	$1,960.00	$80.00	$1,600.00	$265.00	$5,300.00	$85.00	$1,700.00
182	COA 505S B-4	18" STEEL ENCASEMENT PIPE (3/8" THICK) BY BORE	84	LF	$330.00	$27,720.00	$260.00	$21,840.00	$480.00	$40,320.00	$280.00	$23,520.00
183	COA 505S B-5	20" STEEL ENCASEMENT PIPE (5/16" THICK) BY OPEN CUT	28	LF	$120.00	$3,360.00	$120.00	$3,360.00	$300.00	$8,400.00	$125.00	$3,500.00
184	COA 505S B-6	30" STEEL ENCASEMENT PIPE (7/16" THICK) BY BORE	160	LF	$480.00	$76,800.00	$390.00	$62,400.00	$515.00	$82,400.00	$365.00	$58,400.00
185	COA 505S B-7	PE WATER SERVICE CASING PIPE (4" ASTM 1785, SCHEDULE 40 PVC)	1,650	LF	$3.00	$4,950.00	$6.00	$9,900.00	$29.00	$47,850.00	$10.00	$16,500.00
186	COA 506 ABWW	ABANDON/REMOVE MANHOLE	29	EA	$450.00	$13,050.00	$1,800.00	$52,200.00	$1,400.00	$40,600.00	$650.00	$18,850.00
187	COA 506 D4	4 FT DIAMETER DROP MANHOLE (PRECAST BASE)	13	EA	$3,800.00	$49,400.00	$2,800.00	$36,400.00	$6,200.00	$80,600.00	$4,000.00	$52,000.00
188	COA 506 M4	4 FT DIAMETER MANHOLE (PRECAST BASE)	29	EA	$3,600.00	$104,400.00	$2,800.00	$81,200.00	$4,400.00	$127,600.00	$2,900.00	$84,100.00
189	COA 506 M5	5 FT DIAMETER MANHOLE (PRECAST BASE)	6	EA	$4,800.00	$28,800.00	$4,000.00	$24,000.00	$7,600.00	$45,600.00	$4,750.00	$28,500.00
190	COA 506 EDM4	EXTRA DEPTH 4' MANHOLE	44	VF	$450.00	$19,800.00	$280.00	$12,320.00	$430.00	$18,920.00	$350.00	$15,400.00
191	COA 506 EDM5	EXTRA DEPTH 5' MAHOLE	18	VF	$575.00	$10,350.00	$380.00	$6,840.00	$525.00	$9,450.00	$400.00	$7,200.00
192	COA 509S 1	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS	23,503	LF	$1.25	$29,378.75	$1.00	$23,503.00	$0.28	$6,580.84	$1.00	$23,503.00
193	COA 510 AW-1	POLYETHYLENE PIPE ASTM D2737, SDR-9 (1" D)	2,073	LF	$24.00	$49,752.00	$18.00	$37,314.00	$27.00	$55,971.00	$15.00	$31,095.00
194	COA 510 AW-2	POLYETHYLENE PIPE ASTM D2737, SDR-9 (2" D)	914	LF	$26.00	$23,764.00	$20.00	$18,280.00	$28.00	$25,592.00	$18.00	$16,452.00
195	COA 510 AW-6	C-900, SDR 14 PVC PIPE (6" D) INCLUDING TRACER WIRE	113	LF	$38.00	$4,294.00	$42.00	$4,746.00	$55.00	$6,215.00	$25.00	$2,825.00
196	COA 510 AW-6A	DUCTILE IRON PIPE, CLASS 350 (6" D)	252	LF	$45.00	$11,340.00	$48.00	$12,096.00	$62.00	$15,624.00	$35.00	$8,820.00

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					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
197	COA 510 AW-8	C-900, SDR 14 PVC PIPE (8" D) INCLUDING TRACER WIRE	10,171	LF	$40.00	$406,840.00	$46.00	$467,866.00	$44.50	$452,609.50	$32.00	$325,472.00
198	COA 510 AW-12	C-900, SDR 14 PVC PIPE (12" D) INCLUDING TRACER WIRE	2,328	LF	$54.00	$125,712.00	$70.00	$162,960.00	$62.00	$144,336.00	$40.00	$93,120.00
199	COA 510 BW-1	CONNECT TO EXISTING WATER SERVICE, INCLUDING TAPPING SADDLE	29	EA	$475.00	$13,775.00	$170.00	$4,930.00	$900.00	$26,100.00	$750.00	$21,750.00
200	COA 510 BW-2	INSTALL WATER SERVICE, INCLUDING TAPPING SADDLE, METER BOX, AND CORPORATION STOP	42	EA	$700.00	$29,400.00	$240.00	$10,080.00	$1,200.00	$50,400.00	$1,025.00	$43,050.00
201	COA 510 IW 24"X12"	PRESSURE TAP (24"X12") INCL. TAPPING SLEEVE & 12" GATE VALVE, COMPLETE IN PLACE	1	EA	$10,500.00	$10,500.00	$15,600.00	$15,600.00	$14,500.00	$14,500.00	$12,000.00	$12,000.00
202	COA 510 JW 6"X	WET CONNECTIONS (6") INCLUDING CUT & PLUG	24	EA	$475.00	$11,400.00	$1,600.00	$38,400.00	$1,300.00	$31,200.00	$1,500.00	$36,000.00
203	COA 510 JW 8"X	WET CONNECTIONS (8") INCLUDING CUT & PLUG	5	EA	$525.00	$2,625.00	$2,000.00	$10,000.00	$1,400.00	$7,000.00	$1,900.00	$9,500.00
204	COA 510 JW 12"X	WET CONNECTIONS (12") INCLUDING CUT & PLUG	5	EA	$600.00	$3,000.00	$2,500.00	$12,500.00	$1,750.00	$8,750.00	$3,100.00	$15,500.00
205	COA 510 KW-6	C110 OR C153 DUCTILE IRON FITTINGS (6")	11	EA	$185.00	$2,035.00	$500.00	$5,500.00	$475.00	$5,225.00	$200.00	$2,200.00
206	COA 510 KW-8	C110 OR C153 DUCTILE IRON FITTINGS (8")	196	EA	$200.00	$39,200.00	$600.00	$117,600.00	$265.00	$51,940.00	$225.00	$44,100.00
207	COA 510 KW-12	C110 OR C153 DUCTILE IRON FITTINGS (12")	23	EA	$300.00	$6,900.00	$800.00	$18,400.00	$475.00	$10,925.00	$350.00	$8,050.00
208	COA 510 AWW-4	SANITARY SEWER PIPE (4" ASTM D3034, SDR-26 PVC)	12	LF	$40.00	$480.00	$31.00	$372.00	$110.00	$1,320.00	$20.00	$240.00
209	COA 510 A6WW	SANITARY SEWER PIPE (6" ASTM D3034, SDR-26 PVC)	916	LF	$42.00	$38,472.00	$32.00	$29,312.00	$40.00	$36,640.00	$30.00	$27,480.00
210	COA 510 A8WW	SANITARY SEWER PIPE (8" ASTM D3034, SDR-26 PVC)	1,739	LF	$44.00	$76,516.00	$34.00	$59,126.00	$47.00	$81,733.00	$40.00	$69,560.00
211	COA 510 A12WW	SANITARY SEWER PIPE (12" ASTM D3034, SDR-26 PVC)	7,117	LF	$54.00	$384,318.00	$49.00	$348,733.00	$56.00	$398,552.00	$50.00	$355,850.00
212	COA 510 A18WW	SANITARY SEWER PIPE (18" ASTM F679, PS-115 PVC)	1,302	LF	$78.00	$101,556.00	$58.00	$75,516.00	$65.00	$84,630.00	$65.00	$84,630.00
213	COA 510 BWW-S	CONNECT TO EXISTING WW SERVICE	33	EA	$550.00	$18,150.00	$260.00	$8,580.00	$1,100.00	$36,300.00	$800.00	$26,400.00
214	COA 510 BWW-L	CONNECT TO EXISTING WW LINE	1	EA	$750.00	$750.00	$210.00	$210.00	$650.00	$650.00	$1,500.00	$1,500.00
215	COA 510 CPWW	CUT & PLUG EXIST. WASTEWATER	17	EA	$250.00	$4,250.00	$200.00	$3,400.00	$340.00	$5,780.00	$150.00	$2,550.00
216	COA 511S A-6	RESILIENT WEDGE GATE VALVE (6")	26	EA	$1,200.00	$31,200.00	$1,060.00	$27,560.00	$1,050.00	$27,300.00	$800.00	$20,800.00
217	COA 511S A-8	RESILIENT WEDGE GATE VALVE (8")	29	EA	$1,300.00	$37,700.00	$1,350.00	$39,150.00	$1,300.00	$37,700.00	$1,100.00	$31,900.00
218	COA 511S A-12	RESILIENT WEDGE GATE VALVE (12")	3	EA	$2,400.00	$7,200.00	$2,150.00	$6,450.00	$2,300.00	$6,900.00	$2,100.00	$6,300.00
219	COA 511S B	FIRE HYDRANTS, INCLUDING FITTINGS COMPLETE IN PLACE	26	EA	$2,800.00	$72,800.00	$2,440.00	$63,440.00	$3,100.00	$80,600.00	$2,500.00	$65,000.00
220	COA 511S F	COMBINATION AIR/VACUUM RELEASE VALVE (1")	3	EA	$1,300.00	$3,900.00	$2,050.00	$6,150.00	$2,900.00	$8,700.00	$3,150.00	$9,450.00
		TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS				**$9,646,232.56**		**$9,842,121.38**		**$9,975,487.78**		**$10,237,010.75**
		ACTUAL BASE BID PROPOSAL				$9,646,232.56		$9,842,121.37		$9,975,487.78		$10,237,010.74

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	JC Evans Construction		Austin Engineering		RGM Constructors		Austin Bridge & Road	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
		ADJUSTMENT DIFFERENCE				$0.00		$0.01		$0.00		$0.01
		ALTERNATIVE BID ITEMS										
8	110-2001	EXCAVATION (ROADWAY)	47,767	CY	($8.00)	($382,136.00)	($16.00)	($764,272.00)	($7.85)	($374,970.95)	($17.50)	($835,922.50)
8A	110-2001	EXCAVATION (ROADWAY)	42,935	CY	$9.32	$400,154.20	$16.00	$686,960.00	$7.85	$337,039.75	$19.65	$843,672.75
17	247-2366	FL BS (CMP IN PLC) (TY A GR 5) (FINAL POS)	25,738	CY	($28.95)	($745,115.10)	($32.00)	($823,616.00)	($26.55)	($683,343.90)	($38.00)	($978,044.00)
17A	247-2044	FL BS (CMP IN PLC)(TY A GR 4)(FINAL POS)	17,690	CY	$28.70	$507,703.00	$38.00	$672,220.00	$28.00	$495,320.00	$50.00	$884,500.00
19	341-2034	D - GR HMA (QCQA) TY - C PG64 - 22	5,540	TON	($68.45)	($379,213.00)	($74.25)	($411,345.00)	($68.00)	($376,720.00)	($68.45)	($379,213.00)
19A	341-2034	D - GR HMA (QCQA) TY - C PG64-22	11,080	TON	$66.00	$731,280.00	$77.85	$862,578.00	$67.50	$747,900.00	$68.00	$753,440.00
81	502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	20	MO	($500.00)	($10,000.00)	($5,500.00)	($110,000.00)	($12,000.00)	($240,000.00)	($21,500.00)	($430,000.00)
81A	502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	18	MO	$500.00	$9,000.00	$5,500.00	$99,000.00	$13,000.00	$234,000.00	$23,880.00	$429,840.00
		TOTAL COST OF BASE + ALTERNATE 1 BID ADJUSTED FOR CORRECTNESS				**$9,777,905.66**		**$10,053,646.38**		**$10,114,712.68**		**$10,525,284.00**
		ACTUAL BASE + ALTERNATE 1 BID PROPOSAL				$9,777,905.66		$10,053,646.37		$10,114,712.68		$10,525,283.99
		ADJUSTMENT DIFFERENCE				$0.00		$0.01		$0.00		$0.01
		Acknowledgment of Addenda										
		Addendum No. 1:			Yes		Yes		Yes		Yes	
		BID BOND & INSURANCE			Yes		Yes		Yes		Yes	
		Conflict of Interest Statement			Yes		Yes		Yes		Yes	
		Disclosure of Lobbing Activities			Yes		Yes		Yes		Yes	
		References (Minimum of Three)			Yes		Yes		Yes		Yes	

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Capital Excavation	
					UNIT COST	AMOUNT BID
1	100-2001	PREPARING ROW	2.2	AC	$6,000.00	$13,200.00
2	100-2002	PREPARING ROW	75.4	STA	$2,700.00	$203,580.00
3	104-2001	REMOVING CONC (PAV)	1,714	SY	$10.00	$17,140.00
4	104-2009	REMOVING CONC (RIPRAP)	2,337	SY	$7.00	$16,359.00
5	104-2015	REMOVING CONC (SIDEWALKS)	462	SY	$7.00	$3,234.00
6	104-2022	REMOVING CONC (CURB AND GUTTER)	6,972	LF	$5.00	$34,860.00
7	105-2069	REMOVING STAB BASE & ASPH PAV (4"-6")	60,668	SY	$2.60	$157,736.80
8	110-2001	EXCAVATION (ROADWAY)	47,767	CY	$12.75	$609,029.25
9	110-2002	EXCAVATION (CHANNEL)	3,027	CY	$17.00	$51,459.00
10	132-2004	EMBANKMENT (FINAL) (DENS CONT) (TY B)	2,588	CY	$6.00	$15,528.00
11	160-2003	FURNISHING AND PLACING TOPSOIL (4")	20,697	CY	$3.00	$62,091.00
12	162-2002	BLOCK SODDING	5,595	SY	$3.63	$20,309.85
13	164-2007	BROADCAST SEED (PERM) (URBAN) (CLAY)	15,107	SY	$0.40	$6,042.80
14	164-2009	BROADCAST SEED (TEMP) (WARM)	7,553.5	SY	$0.43	$3,248.01
15	164-2011	BROADCAST SEED (TEMP) (COOL)	7,553.5	SY	$0.43	$3,248.01
16	169-2001	SOIL RETENTION BLANKETS (CL 1) (TY A)	3,773	SY	$1.05	$3,961.65
17	247-2366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	25,738	CY	$30.00	$772,140.00
18	310-2005	PRIME COAT (MC-30 OR AE-P)	10,069	GAL	$3.80	$38,262.20
19	341-2034	D-GR HMA (QCQA) TY-C PG64-22	5,540	TON	$65.00	$360,100.00
20	341-2048	D-GR HMA(QCQA) TY-C SAC-B PG70-22	5,567	TON	$65.00	$361,855.00
21	354-2045	PLANE ASPH CONC PAV (2")	230	SY	$12.00	$2,760.00
22	400-2005	CEM STABIL BKFL	120	CY	$95.00	$11,400.00
23	400-2006	CUT & RESTORING PAV	3,419	SY	$80.00	$273,520.00
24	400-2008	CUT & RESTORING PAV (ASPH)	3,622	SY	$60.00	$217,320.00
25	400-2009	CUT & RESTORING PAV (CONC)	16	SY	$200.00	$3,200.00
26	402-2001	TRENCH EXCAVATION PROTECTION	11,684	LF	$1.00	$11,684.00
27	416-2030	DRILL SHAFT (TRF SIG POLE) (24 IN)	6	LF	$137.06	$822.36
28	416-2031	DRILL SHAFT (TRF SIG POLE) (30 IN)	22	LF	$177.67	$3,908.74
29	416-2032	DRILL SHAFT (TRF SIG POLE) (36 IN)	26	LF	$203.05	$5,279.30
30	416-9000	DRILL SHAFT (RDWY ILL POLE) (24 IN) (ONCOR)	648	LF	$162.44	$105,261.12
31	423-2006	RETAINING WALL (CONC BLOCK)	53	SF	$70.81	$3,752.93
32	432-2002	RIPRAP (CONC) (5 IN)	128.8	CY	$333.67	$42,976.70
33	432-2028	BEDDING MATERIAL (6 IN)	97	CY	$58.71	$5,694.87
34	432-2071	RIPRAP (STONE COMMON) (DRY) (24 IN)	392	CY	$63.20	$24,774.40
35	432-2073	RAIL (HANDRAIL) (TY B)	65	LF	$104.07	$6,764.55
36	450-2077	RAIL (HANDRAIL) (TY F)	27	LF	$135.82	$3,667.14
37	462-2001	CONC BOX CULV (3 FT X 2 FT)	180	LF	$140.00	$25,200.00
38	462-2003	CONC BOX CULV (4 FT X 2 FT)	692	LF	$130.00	$89,960.00
39	462-2005	CONC BOX CULV (4 FT X 4 FT)	218	LF	$185.00	$40,330.00
40	462-2007	CONC BOX CULV (5 FT X 3 FT)	286	LF	$170.00	$48,620.00
41	462-2008	CONC BOX CULV (5 FT X 4 FT)	1,471	LF	$190.00	$279,490.00

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					UNIT COST	AMOUNT BID
42	462-2009	CONC BOX CULV (5 FT X 5 FT)	146	LF	$220.00	$32,120.00
43	462-2012	CONC BOX CULV (6 FT X 5 FT)	781	LF	$250.00	$195,250.00
44	462-2019	CONC BOX CULV (8 FT X 4 FT)	254	LF	$320.00	$81,280.00
45	462-2025	CONC BOX CULV (9 FT X 6 FT)	192	LF	$465.00	$89,280.00
46	464-2003	RC PIPE (CL III) (18 IN)	4,357	LF	$60.00	$261,420.00
47	464-2005	RC PIPE (CL III) (24 IN)	499	LF	$94.86	$47,335.14
48	464-2007	RC PIPE (CL III) (30 IN)	629	LF	$62.75	$39,469.75
49	464-2009	RC PIPE (CL III) (36 IN)	407	LF	$74.92	$30,492.44
50	464-2010	RC PIPE (CL III) (42 IN)	1,099	LF	$100.92	$110,911.08
51	464-2011	RC PIPE (CL III) (48 IN)	709	LF	$123.58	$87,618.22
52	464-2012	RC PIPE (CL III) (54 IN)	260	LF	$149.57	$38,888.20
53	464-2013	RC PIPE (CL III) (60 IN)	1,562	LF	$164.94	$257,636.28
54	464-2044	RC PIPE (CL V) (60 IN)	54	LF	$216.25	$11,677.50
55	465-2001	INLET (COMPL) (TY C)	71	EA	$3,002.49	$213,176.79
56	465-2003	INLET (COMPL) (TY H)	20	EA	$2,927.80	$58,556.00
57	465-2005	MANH (COMPL) (TY M)	27	EA	$5,681.71	$153,406.17
58	465-2008	INLET EXT (TY E)	64	EA	$1,751.76	$112,112.64
59	465-2010	INLET (COMPL) (TY AAD)	7	EA	$2,962.40	$20,736.80
60	465-2011	INLET (COMPL) (TY AD)	2	EA	$2,962.59	$5,925.18
61	465-2014	MANH (COMPL) (JUNCT BOX)	1	EA	$8,641.08	$8,641.08
62	465-2021	INLET (COMPL) (CURB) (TY IIR) (10')	15	EA	$3,661.64	$54,924.60
63	465-2152	MANH (COMPL) (RISER ONLY)	4	EA	$2,750.00	$11,000.00
64	465-2160	INLET (COMPL) (TY H) (SPL)	18	EA	$3,813.22	$68,637.96
65	465-2215	INLET (COMPL) (TY H) (SPL)	1	EA	$4,108.35	$4,108.35
66	465-2271	INLET (COMP) (CURB) (TY IR) (10')	1	EA	$3,715.93	$3,715.93
67	466-2010	WINGWALL (SW-0) (HW=8FT)	1	EA	$8,545.72	$8,545.72
68	466-2021	WINGWALL (FW-0) (HW=5FT)	1	EA	$5,013.32	$5,013.32
69	466-2024	WINGWALL (FW-0) (HW=8FT)	1	EA	$8,585.51	$8,585.51
70	466-2049	WINGWALL (PW)(HW=5FT)	1	EA	$5,272.90	$5,272.90
71	466-2052	WINGWALL (PW)(HW=8FT)	1	EA	$10,865.55	$10,865.55
72	496-2002	REMOV STR (INLET)	34	EA	$787.08	$26,760.72
73	496-2003	REMOV STR (MANHOLE)	4	EA	$1,096.74	$4,386.96
74	496-2004	REMOV STR (SET)	1	EA	$543.81	$543.81
75	496-2005	REMOV STR (WINGWALL)	14	EA	$769.26	$10,769.64
76	496-2006	REMOV STIL (HEADWALL)	22	EA	$502.68	$11,058.96
77	496-2007	REMOV OLD STR (PIPE)	6,319	LF	$8.02	$50,678.38
78	496-2008	REMOV STR (BOX CULVERT)	738	LF	$46.18	$34,080.84
79	496-2043	REMOV STR (SMALL FENCE)	128	LF	$4.00	$512.00
80	500-2001	MOBILIZATION	1	LS	$1,000,000.00	$1,000,000.00
81	502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	20	MO	$4,000.00	$80,000.00
82	506-2003	ROCK FILTER DAMS (INSTALL) (TY 3)	185	LF	$35.00	$6,475.00

Williamson County Road Bond Program
10WC821 - 2nd Street Roadway
HNTB Bid Tabulation
November 2, 2010

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Capital Excavation	
					UNIT COST	AMOUNT BID
83	506-2009	ROCK FILTER DAMS (REMOVE)	185	LF	$15.00	$2,775.00
84	506-2034	TEMPORARY SEDIMENT CONTROL FENCE	3,734	LF	$2.25	$8,401.50
85	508-2002	CONSTRUCTION DETOURS	1,099	SY	$28.51	$31,332.49
86	528-2004	LANDSCAPE PAVERS	298	SY	$58.95	$17,567.10
87	529-2003	CONC CURB & GUTTER (TY I)	465	LF	$13.00	$6,045.00
88	529-2004	CONC CURB & GUTTER (TY II)	14,157	LF	$6.75	$95,559.75
89	529-2017	CONC CURB & GUTTER (VALLEY GUTTER)	2,169	LF	$23.00	$49,887.00
90	530-2010	DRIVEWAYS (CONC)	5,953	SY	$43.00	$255,979.00
91	531-2005	CURB RAMPS (TY 1)	9	EA	$963.82	$8,674.38
92	531-2008	CURB RAMPS (TY 4)	3	EA	$2,295.90	$6,887.70
93	531-2010	CURB RAMPS (TY 7)	51	EA	$925.50	$47,200.50
94	531-2018	CURB RAMPS (SPECIAL)	2	EA	$2,723.76	$5,447.52
95	531-2031	CONCRETE SIDEWALKS (4")	4,521	SY	$26.00	$117,546.00
96	540-2001	MTL W-BEAM GD FEN (TIM POST)	75	LF	$22.95	$1,721.25
97	540-2005	TERMINAL ANCHOR SECTION	1	EA	$458.00	$458.00
98	542-2001	REMOVING METAL BEAM GUARD FENCE	679	LF	$1.00	$679.00
99	542-2002	REMOVING TERMINAL ANCHOR SECTION	11	EA	$125.00	$1,375.00
100	550-2003	CHAIN LINK FENCE (REMOVE)	35	LF	$10.00	$350.00
101	550-2006	GATE (REMOVE)	1	EA	$500.00	$500.00
102	550-2027	CHAIN LINK FENCE (INSTALL) (8') (BARB TOP)	35	LF	$25.00	$875.00
103	550-2012	GATE (SPECIAL)	1	EA	$2,000.00	$2,000.00
104	556-2008	PIPE UNDERDRAINS (TY 8) (6")	500	LF	$27.25	$13,625.00
105	560-2001	MAILBOX INSTALLATION (SINGLE)	21	EA	$160.00	$3,360.00
106	560-2002	MAILBOX INSTALLATION (DOUBLE)	2	EA	$185.00	$370.00
107	610-2072	REMOV RDWY ILL ASSEM	13	EA	$253.81	$3,299.53
108	618-2018	CONDT (PVC) (SCHD 40) (2")	10,239	LF	$9.14	$93,584.46
109	618-2022	CONDT (PVC) (SCHD 40) (3")	865	LF	$11.17	$9,662.05
110	618-2023	CONDT (PVC) (SCHD 40) (3") (BORE)	1,452	LF	$16.24	$23,580.48
111	618-2024	CONDT (PVC) (SCHD 40) (4")	15	LF	$20.30	$304.50
112	618-2040	CONDT (PVC) (SCHD 40) (4") (SLEEVE)	3,351	LF	$14.21	$47,617.71
113	620-2009	ELEC CONDR (NO. 6) BARE	10	LF	$1.12	$11.20
114	620-2010	ELEC CONDR (NO. 6) INSULATED	20	LF	$1.42	$28.40
115	620-2011	ELEC CONDR (NO. 8) BARE	690	LF	$0.81	$558.90
116	620-2016	ELECT CONDR (NO. 12) INSULATED	540	LF	$0.71	$383.40
117	624-2008	GROUND BOX TY A (122311) W/ APRON	3	EA	$456.85	$1,370.55
118	624-2012	GROUND BOX TY C (162911) W/ APRON	4	EA	$558.38	$2,233.52
119	624-9000	GROUND BOX (ONCOR)	84	EA	$401.02	$33,685.68
120	628-2179	ELC SRV TY D 120/240 100 (NS) AL (E) SP (0)	1	EA	$5,786.80	$5,786.80
121	636-2001	ALUMINUM SIGNS (TY A)	64	SF	$30.46	$1,949.44
122	644-2001	INS SM RD SN SUM & AM TY 10BWG (1) SA (P)	56	EA	$382.00	$21,392.00
123	644-2056	RELOCATE SM RD SN SUP & AM TY 10BWG	22	EA	$225.00	$4,950.00

Williamson County Road Bond Program
10WC821 - 2nd Street Roadway
HNTB Bid Tabulation
November 2, 2010

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Capital Excavation	
					UNIT COST	AMOUNT BID
124	644-2060	REMOVE SM RD SN SUP & AM	37	EA	$100.00	$3,700.00
125	658-2319	INSTL OM ASSM (OM-2Z) (RCR) WP	14	EA	$115.00	$1,610.00
126	658-2328	REMOV DELIN & OBJECT MARKERS ASSMS	52	EA	$10.00	$520.00
127	662-2004	WK ZN PAV MRK NON - REMOV (W) 4" (SLD)	20,089	LF	$0.30	$6,026.70
128	662-2032	WK ZN PAV MRK NON - REMOV (Y) 4" (SLD)	25,349	LF	$0.30	$7,604.70
129	662-2065	WK ZN PAV MRK REMOV (W) 4" (DOT)	182	LF	$1.90	$345.80
130	662-2067	WK ZN PAV MRK REMOV (W) 4" (SLD)	5,669	LF	$0.75	$4,251.75
131	662-2075	WK ZN PAV MRK REMOV (W) 8" (SLD)	68	LF	$1.10	$74.80
132	662-2079	WK ZN PAV MRK REMOV (W) 24" (SLD)	117	LF	$6.35	$742.95
133	662-2098	WK ZN PAV MRK REMOV (Y) 4" (DOT)	182	LF	$1.90	$345.80
134	662-2099	WK ZN PAV MRK REMOV (Y) 4" (SLD)	5,491	LF	$0.75	$4,118.25
135	666-2003	REFL PAV MRK TY I (W) 4" (BRK) (100 MIL)	3,464	LF	$0.40	$1,385.60
136	666-2012	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	2,779	LF	$0.40	$1,111.60
137	666-2036	REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)	1,760	LF	$0.70	$1,232.00
138	666-2042	REFL PAV MRK TY I (W) 12" (SLD) (100 MIL)	3,187	LF	$2.80	$8,923.60
139	666-2048	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	554	LF	$5.70	$3,157.80
140	666-2054	REFL PAV MRK TY I (W) (ARROW) (100 MIL)	14	EA	$75.00	$1,050.00
141	666-2096	REFL PAV MRK TY I (W) (WORD) (100 MIL)	7	EA	$95.00	$665.00
142	666-2099	REFL PAV MRK TY I (W) 18" (YLD TRI) (100 MIL)	13	EA	$40.00	$520.00
143	666-2108	REFL PAV MRK TY I (Y) (4") (DOT) (100 MIL)	269	LF	$1.70	$457.30
144	666-2111	REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	17,657	LF	$0.40	$7,062.80
145	666-2126	REFL PAV MRK TY I (Y) 12" (SLD) (100 MIL)	925	LF	$2.80	$2,590.00
146	672-2012	RAIS PAV MRK CL B (REFL) TY I-C	233	EA	$3.30	$768.90
147	672-2015	RAIS PAV MRK CL B (REFL) TY II-A-A	543	EA	$3.30	$1,791.90
148	677-2001	ELIM EXT PAV MRK & MRKS (4")	12,145	LF	$0.35	$4,250.75
149	677-2003	ELIM EXT PAV MRK & MRKS (8")	198	LF	$0.55	$108.90
150	677-2007	ELIM EXT PAV MRK & MRKS (24")	184	LF	$1.60	$294.40
151	680-2002	INSTALL HWY TRF SIG (ISOLATED)	1	EA	$14,213.20	$14,213.20
152	682-2014	PED SIG SEC (12 IN) LED (2 INDICATIONS)	8	EA	$492.39	$3,939.12
153	682-2022	VEH SIG SEC (12 IN) LED (GRN ARW)	2	EA	$243.66	$487.32
154	682-2023	VEH SIG SEC (12 IN) LED (GRN)	10	EA	$262.94	$2,629.40
155	682-2024	VEH SIG SEC (12 IN) LED (YEL ARW)	2	EA	$258.89	$517.78
156	682-2025	VEH SIG SEC (12 IN) LED (YEL)	10	EA	$283.25	$2,832.50
157	682-2027	VEH SIG SEC (12 IN) LED (RED)	10	EA	$232.49	$2,324.90
158	682-2045	BACK PLATE (12 IN) (3 SEC) ALUM	8	EA	$40.61	$324.88
159	682-2047	BACK PLATE (12 IN) (5 SEC) ALUM	2	EA	$55.84	$111.68
160	684-2028	TRF SIG CBL (TY A) (14 AWG) (2 CONDR)	808	LF	$1.12	$904.96
161	684-2030	TRF SIG CBL (TY A) (14 AWG) (4 CONDR)	201	LF	$1.42	$285.42
162	684-2031	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	582	LF	$1.52	$884.64
163	684-2033	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	655	LF	$1.83	$1,198.65
164	686-2023	INS TRF SIG PL AM(S) 1 ARM (24')	2	EA	$3,045.69	$6,091.38

Williamson County Road Bond Program
10WC821 - 2nd Street Roadway
HNTB Bid Tabulation
November 2, 2010

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Capital Excavation	
					UNIT COST	AMOUNT BID
165	686-2041	INS TRF SIG PL AM(S) 1 ARM (40') LUM	1	EA	$6,091.37	$6,091.37
166	686-2049	INS TRF SIG PL AM(S) 1 ARM (48') LUM	1	EA	$8,121.83	$8,121.83
167	687-2001	PED POLE ASSEMBLY	1	EA	$507.61	$507.61
168	688-2001	PED DETECT (2 INCH PUSH BTN)	8	EA	$204.06	$1,632.48
169	690-2036	INSTALL OF FND FOR GROUND MNT CABINETS	1	EA	$1,725.89	$1,725.89
170	6007-2001	REMOVING TRAFFIC SIGNALS	2	EA	$2,538.07	$5,076.14
171	6266-2002	VIVDS PROCESSOR SYSTEM	1	EA	$6,091.37	$6,091.37
172	6266-2002	VIVDS CAMERA ASSEMBLY	4	EA	$1,319.80	$5,279.20
173	6266-2003	VIVDS SET-UP SYSTEM	1	EA	$532.99	$532.99
174	6266-2005	VIVDS COMMUNICATION CABLE (CO-AXIAL)	571	LF	$3.05	$1,741.55
175	6834-2001	PROTABLE CHANGEABLE MESSAGE SIGN	20	DAY	$200.00	$4,000.00
176	9001-2001	FENCE SALVAGE AND REPLACEMENT	1	LS	$1,000.00	$1,000.00
177	9002-2001	FIXED BOLLARDS	24	EA	$279.82	$6,715.68
178	COA 505S A	6" CONCRETE ENCASEMENT	79	LF	$36.97	$2,920.63
179	COA 505S B-1	16" STEEL ENCASEMENT PIPE (1/4" THICK) BY OPEN CUT	418	LF	$69.86	$29,201.48
180	COA 505S B-2	16" STEEL ENCASEMENT PIPE (1/4" THICK) BY BORE	204	LF	$257.29	$52,487.16
181	COA 505S B-3	18" PVC ASTM 3034, SDR 26 ENCASEMENT PIPE BY OPEN CUT	20	LF	$77.81	$1,556.20
182	COA 505S B-4	18" STEEL ENCASEMENT PIPE (3/8" THICK) BY BORE	84	LF	$279.46	$23,474.64
183	COA 505S B-5	20" STEEL ENCASEMENT PIPE (5/16" THICK) BY OPEN CUT	28	LF	$92.50	$2,590.00
184	COA 505S B-6	30" STEEL ENCASEMENT PIPE (7/16" THICK) BY BORE	160	LF	$370.65	$59,304.00
185	COA 505S B-7	PE WATER SERVICE CASING PIPE (4" ASTM 1785, SCHEDULE 40 PVC)	1,650	LF	$3.26	$5,379.00
186	COA 506 ABWW	ABANDON/REMOVE MANHOLE	29	EA	$791.17	$22,943.93
187	COA 506 D4	4 FT DIAMETER DROP MANHOLE (PRECAST BASE)	13	EA	$5,827.78	$75,761.14
188	COA 506 M4	4 FT DIAMETER MANHOLE (PRECAST BASE)	29	EA	$3,875.21	$112,381.09
189	COA 506 M5	5 FT DIAMETER MANHOLE (PRECAST BASE)	6	EA	$5,808.60	$34,851.60
190	COA 506 EDM4	EXTRA DEPTH 4' MANHOLE	44	VF	$282.74	$12,440.56
191	COA 506 EDM5	EXTRA DEPTH 5' MAHOLE	18	VF	$380.79	$6,854.22
192	COA 509S 1	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS	23,503	LF	$2.03	$47,711.09
193	COA 510 AW-1	POLYETHYLENE PIPE ASTM D2737, SDR-9 (1" D)	2,073	LF	$35.61	$73,819.53
194	COA 510 AW-2	POLYETHYLENE PIPE ASTM D2737, SDR-9 (2" D)	914	LF	$37.18	$33,982.52
195	COA 510 AW-6	C-900, SDR 14 PVC PIPE (6" D) INCLUDING TRACER WIRE	113	LF	$69.44	$7,846.72
196	COA 510 AW-6A	DUCTILE IRON PIPE, CLASS 350 (6" D)	252	LF	$42.60	$10,735.20

Williamson County Road Bond Program
10WC821 - 2nd Street Roadway
HNTB Bid Tabulation
November 2, 2010

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Capital Excavation	
					UNIT COST	AMOUNT BID
197	COA 510 AW-8	C-900, SDR 14 PVC PIPE (8" D) INCLUDING TRACER WIRE	10,171	LF	$50.20	$510,584.20
198	COA 510 AW-12	C-900, SDR 14 PVC PIPE (12" D) INCLUDING TRACER WIRE	2,328	LF	$56.41	$131,322.48
199	COA 510 BW-1	CONNECT TO EXISTING WATER SERVICE, INCLUDING TAPPING SADDLE	29	EA	$817.38	$23,704.02
200	COA 510 BW-2	INSTALL WATER SERVICE, INCLUDING TAPPING SADDLE, METER BOX, AND CORPORATION STOP	42	EA	$535.56	$22,493.52
201	COA 510 IW 24"X12"	PRESSURE TAP (24"X12") INCL. TAPPING SLEEVE & 12" GATE VALVE, COMPLETE IN PLACE	1	EA	$16,192.97	$16,192.97
202	COA 510 JW 6"X	WET CONNECTIONS (6") INCLUDING CUT & PLUG	24	EA	$3,330.43	$79,930.32
203	COA 510 JW 8"X	WET CONNECTIONS (8") INCLUDING CUT & PLUG	5	EA	$3,347.34	$16,736.70
204	COA 510 JW 12"X	WET CONNECTIONS (12") INCLUDING CUT & PLUG	5	EA	$3,386.79	$16,933.95
205	COA 510 KW-6	C110 OR C153 DUCTILE IRON FITTINGS (6")	11	EA	$355.27	$3,907.97
206	COA 510 KW-8	C110 OR C153 DUCTILE IRON FITTINGS (8")	196	EA	$248.21	$48,649.16
207	COA 510 KW-12	C110 OR C153 DUCTILE IRON FITTINGS (12")	23	EA	$344.01	$7,912.23
208	COA 510 AWW-4	SANITARY SEWER PIPE (4" ASTM D3034, SDR-26 PVC)	12	LF	$133.77	$1,605.24
209	COA 510 A6WW	SANITARY SEWER PIPE (6" ASTM D3034, SDR-26 PVC)	916	LF	$72.45	$66,364.20
210	COA 510 A8WW	SANITARY SEWER PIPE (8" ASTM D3034, SDR-26 PVC)	1,739	LF	$52.90	$91,993.10
211	COA 510 A12WW	SANITARY SEWER PIPE (12" ASTM D3034, SDR-26 PVC)	7,117	LF	$58.32	$415,063.44
212	COA 510 A18WW	SANITARY SEWER PIPE (18" ASTM F679, PS-115 PVC)	1,302	LF	$114.95	$149,664.90
213	COA 510 BWW-S	CONNECT TO EXISTING WW SERVICE	33	EA	$781.68	$25,795.44
214	COA 510 BWW-L	CONNECT TO EXISTING WW LINE	1	EA	$1,649.95	$1,649.95
215	COA 510 CPWW	CUT & PLUG EXIST. WASTEWATER	17	EA	$976.03	$16,592.51
216	COA 511S A-6	RESILIENT WEDGE GATE VALVE (6")	26	EA	$1,152.49	$29,964.74
217	COA 511S A-8	RESILIENT WEDGE GATE VALVE (8")	29	EA	$1,372.30	$39,796.70
218	COA 511S A-12	RESILIENT WEDGE GATE VALVE (12")	3	EA	$2,071.22	$6,213.66
219	COA 511S B	FIRE HYDRANTS, INCLUDING FITTINGS COMPLETE IN PLACE	26	EA	$2,949.51	$76,687.26
220	COA 511S F	COMBINATION AIR/VACUUM RELEASE VALVE (1")	3	EA	$1,615.25	$4,845.75
		TOTAL COST OF BASE BID ADJUSTED FOR CORRECTNESS				**$10,721,473.27**
		ACTUAL BASE BID PROPOSAL				$10,721,473.26

Williamson County Road Bond Program
10WC821 - 2nd Street Roadway
HNTB Bid Tabulation
November 2, 2010

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Capital Excavation	
					UNIT COST	AMOUNT BID
		ADJUSTMENT DIFFERENCE				$0.01
		ALTERNATIVE BID ITEMS				
8	110-2001	EXCAVATION (ROADWAY)	47,767	CY	($12.75)	($609,029.25)
8A	110-2001	EXCAVATION (ROADWAY)	42,935	CY	$13.00	$558,155.00
17	247-2366	FL BS (CMP IN PLC) (TY A GR 5) (FINAL POS)	25,738	CY	($30.00)	($772,140.00)
17A	247-2044	FL BS (CMP IN PLC)(TY A GR 4)(FINAL POS)	17,690	CY	$33.00	$583,770.00
19	341-2034	D - GR HMA (QCQA) TY - C PG64 - 22	5,540	TON	($65.00)	($360,100.00)
19A	341-2034	D - GR HMA (QCQA) TY - C PG64-22	11,080	TON	$65.00	$720,200.00
81	502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	20	MO	($4,000.00)	($80,000.00)
81A	502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	18	MO	$4,000.00	$72,000.00
		TOTAL COST OF BASE + ALTERNATE 1 BID ADJUSTED FOR CORRECTNESS				**$10,834,329.02**
		ACTUAL BASE + ALTERNATE 1 BID PROPOSAL				$10,834,329.01
		ADJUSTMENT DIFFERENCE				$0.01
		Acknowledgment of Addenda				
		Addendum No. 1:				Yes
		BID BOND & INSURANCE				Yes
		Conflict of Interest Statement				Yes
		Disclosure of Lobbing Activities				Yes
		References (Minimum of Three)				Yes

O'Conner Drive Extension
Commissioners Court - Regular Session

Date: 11/16/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Patrick Strittmatter
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of December 15, 2010 at 3:00pm in the Purchasing Department to receive bids for O'Conner Drive Extension, bid number 11WC906.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter	Started On: 11/10/2010 09:30 AM
Final Approval Date: 11/10/2010	

Discuss Real Estate Matters
Commissioners Court - Regular Session

Date:	11/16/2010
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 Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

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

a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.

b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.

c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.

d) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.

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

f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.

g) Discuss proposed acquisition of property for proposed SH 29 project.

j) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.

k) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.

l) Discuss proposed acquisition of property for right-of-way along Lakeline extension.

m) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.

n) Discuss proposed acquisition of property for right-of-way along SW By-Pass.

o) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.

p) Discuss proposed Northwoods Road District.

q) Discuss conveyance of University Boulevard right-of-way.

r) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Charlie Crossfield	Started On: 11/10/2010 10:33 AM
Final Approval Date: 11/10/2010	

Economic Development - Round Rock
Commissioners Court - Regular Session

Date: 11/16/2010
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Executive Session

Information

Agenda Item

Discuss economic development issues (EXECUTIVE SESSION as per VTCA Gov't Code Section 551.076 Deliberation regarding economic development project, to-wit Toppan Printing America tax abatement.)

Background

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: 11/09/2010 03:02 PM

Final Approval Date: 11/10/2010

Economic Development - Round Rock
Commissioners Court - Regular Session

Date: 11/16/2010
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 consider authorizing County Judge to execute Tax Abatement Agreement with Toppan Printing America, Inc.

Background

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: 11/09/2010 03:07 PM

Final Approval Date: 11/10/2010