NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
DECEMBER 14TH, 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 – 8)

5. Consider approving Justice of the Peace, Pct. #4, November, 2010, monthly report in compliance with code of criminal procedure 103.005(b)

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. Consider confirmation of Eric Marion Thomas as Pct. 3 Deputy Constable.

8. Consider appointing Thomas E. Nanninga to serve on the ESD No. 2 Board to fill the unexpired term of Gwen King, until Dec. 31, 2010 and then to serve a two year term beginning on Jan. 1, 2011 and ending on Dec. 31, 2013.

REGULAR AGENDA

9. Hear and update on the Public Safety Technology Program

10. Discuss and take appropriate action on road bond program.

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

12. Discuss and consider approving Bury+Partners, Inc. CR119/CR100 (US79 to Chandler Road) Professional Service Agreement (PSA).

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

14. Discuss and consider approving Alba Consulting, Inc. Supplemental #2 to their Utility Coordination Professional Service Agreement (PSA) to allow for the execution of Supplemental #2 to Work Authorization #3.

15. Discuss and consider approving HNTB Supplemental #5 to their on-call Professional Service Agreement (PSA).

16. Discuss and consider approving Halff Associates, Inc. Supplemental #5 to their RM 620 Professional Service Agreement (PSA) to allow for the execution of Work Authorization #5 PS&E for Cornerwood Dr. to Wyoming Springs Dr.

17. Discuss and consider approving the list of pre-qualified engineers (attached) from the Re-Certification of Engineering Firms for 2006 Road Bond Program - RFQ Number:10WCRFQ1011 process.

18. Discuss and consider approving MLA Labs, Inc. Professional Service Agreement (PSA) for providing geotechnical and pavement engineering services.

19. To consider and take appropriate action on the contract with Baer Engineering and Environmental Consulting, Inc., for an Asbestos Survey for the Sign Shop renovation at Road & Bridge, 3151 Inner Loop Rd., Georgetown

20. Consider and take appropriate action regarding S.W. ByPass inner-local agreement with the City of Georgetown.

21. Consider authorizing County Judge to execute a Real Estate Contract with Austin White Lime for right-of-way needed on Ronald Reagan Blvd. (P1)

22. Consider authorizing County Judge to execute a Real Estate Contract with Austin White Lime for right-of-way needed on SH 195. (P101)

23. Consider authorizing County Judge to execute a Real Estate Contract with Scott R. Wood and Shannon L. Wood for easements needed on SH 195. (P129)

24. Discuss and take appropriate action on interlocal agreement between the City of Leander and Williamson County for the extension of Lakeline Boulevard from Crystal Falls Parkway to FM 2243.

25. Discuss and take appropriate action on Possession and Use Agreement concerning CR 237 - Theon Properties Ltd.. Pct. 3

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

27. Discuss and take appropriate action concerning approval of reorganization of the County Court at Law #3.

28. Discuss and take appropriate action to appoint the staff members for Judge Doug Arnold, County Court at Law #3.

29. In accordance with Section 352.051 of the Texas Local Government Code, discuss and consider adopting an order prohibiting or restricting the sale or use of "restricted fireworks" in all of the unincorporated areas of Williamson County. "Restricted Fireworks", which means only those items classified under 49 C.F.R. Sec. 173.100(r)(2) (10-1-86 edition), as "skyrockets with sticks" and "missiles with fins."

30. To discuss and consider extending the Burn Ban in Williamson County. To include consideration for the extension through the first week of January 2011.

31. Discuss and take appropriate action on agreement with Lone Star Circle for mental health services.

32. Discuss and take sppropriate action on annual psychological testing and evaulation contract with Dr. Eric Frey

33. Discuss and take appropriate action on Rockdale Residential Treatment Center Contract Amendment

34. Discuss and take appropriate action to approve Victoria County Residential Treatment Center Amendment

35. Discuss and take appropriate action on GED Testing Contract

36. Discuss and consider pilot phase of county-wide document management system

37. Discuss and take appropriate action regarding employment of the law firm of Smith, Robertson, Elliot, Glen, Klein & Douglas, LLP to represent Williamson County in relation to legislative and regulatory initiatives relating to securing approvals for locally-funded transportation projects; exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services and authorizing the presiding officer of the court to execute an Engagement of Legal Services letter agreement that sets out the parties agreement.

38. Discuss Williamson County's legislative request letter.

39. Discuss and take action on a request by Dennis Johnson, Nadine Johnson and Jerry W. Roznovak to extend that certain Farm Lease between Williamson County and Dennis Johnson, Nadine Johnson and Jerry W. Roznovak for the lease of land adjacent to the Williamson County Landfill.

40. Consider authorizing advertising and setting date of January 19, 2011 at 3:00pm in the Purchasing Department to receive qualifications for Landscape Architectural Services for Landfill Master Plan, RFQ # 11WCRFQ1003.

41. Consider rejecting all proposals received for the Williamson County Landfill Oversight Inspector, proposal number 09WCP818.

42. Discuss and consider Professional Services Agreement with Parsons Commercial Technology Group, Inc. for Architectural/Engineering services for the Williamson County emergency services operations center (ESOC) project.

43. Consider awarding bids received for Contract Towing to the low bids meeting specifications (complete list filed with official minutes)

44. Consider authorizing advertising and setting date of February 3, 2011 at 3:00pm in the Purchasing Department to receive proposals for Williamson County Landfill Inspection Training, proposal number 11WCP1001.

45. Consider authorizing advertising and setting date of January 25, 2011 at 1:30pm in the Purchasing Department to receive qualifications for LANDSCAPE ARCHITECTURAL SERVICES FOR WILLIAMSON COUNTY BYERS TRACT PARK, RFQ number 11WCRFQ1002.

46. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367403	Park Donations	$205.00	01

47. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003670	Use of Donations	$205.00	01

48. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2010 donation dollars for the Parks Department:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003670	Use of Donations	$6,051.85	01

49. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Debt Service Fund:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0600.0000.370400	Proceeds fm Bond/Co Issuances	$12,930,000.00	01
	0600.0000.370401	Premium fm Bond/Co Issuances	$676,504.45	02

50. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Debt Service Fund:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0600.0600.004098	Pymt to Refunding Escrow Agent	$13,405,895.92	01
	0600.0600.004999	Miscellaneous	$199,775.68	02
	0600.0600.006629	'10 Ltd Tax Refunding - Int	$40,012.07	03

51. Discuss and consider approving a line item transfer for the Debt Service Fund:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0600.0600.006610	Series 2001-Interest	$61,637.50	01
From	0600.0600.006613	Series 2002A-Interest Pymts	$145,558.76	02
From	0600.0600.006620	Ser 2006 Pass-Thru Toll-Int	$401,750.00	03
To	0600.0600.006229	'10 Ltd Tax Refunding-Princ	$250,000.00	04
To	0600.0600.006629	'10 Ltd Tax Refunding-Int	$358,946.26	05

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)."

52. 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.
h) Discuss proposed acquisition of property for right-of-way on SH 29 at CR 266.
i) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.
j) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
k) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
l) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
m) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
n) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
o) Discuss proposed Northwoods Road District.
p) Discuss conveyance of University Boulevard right-of-way.
q) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.

53. 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) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
d) 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.
e) Cause No. 1:10-cv-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
f) Cause No. 1:10-cv-905; Kimberly Lee & Sharon McGuyer v. Williamson County; In

the United States District Court for the Western District of Texas, Austin Division
g) Employment related matters.
h) Other confidential attorney-client matters, including contracts.

54. Discuss and take appropriate action on real estate.

55. 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) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
d) 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.
e) Cause No. 1:10-cv-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
f) Cause No. 1:10-cv-905; Kimberly Lee & Sharon McGuyer v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
g) Employment related matters.
h) Other confidential attorney-client matters, including contracts.

56. Comments from Commissioners.

57. 1:30 p.m. Discuss and take appropriate action on draft version of the county's long range strategic plan and survey.

_____
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.

Justice of the Peace #4 November, 2010, monthly report
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Bonnie Hilton, J.P. Pct. #4
Department: J.P. Pct. #4
Agenda Category: Consent

Information

Agenda Item

Consider approving Justice of the Peace, Pct. #4, November, 2010, monthly report in compliance with code of criminal procedure 103.005(b)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: EOM Report 11/10 JP#4

Form Routing/Status

Form Started By: Bonnie Hilton
Started On: 12/02/2010 04:09 PM
Final Approval Date: 12/03/2010

IN COMPLIANCE WITH ARTICLE 1003
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of November , 2010 .

JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR

1st day of December , 2010 to certify which witness my hand and seal of office.

SHERRY MORRISON
MY COMMISSION EXPIRES
October 24, 2013

NOTARY PUBLIC in and for the State of Texas

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: CIVIL
Williamson County Justice of the Peace, Pct. 4
By Date 11/01/2010-11/30/2010

Date Printed: 11/30/2010
Time Printed: 6:03:51PM

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPOR TE	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
11361	11/01/2010	EV100725	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
JEFF CLAWSON															
11362	11/01/2010	EV100726	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
PATRICK LIN															
11363	11/01/2010	EV100727	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
CATHERINE ROMAIN															
11364	11/01/2010	EV100728	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
BLOUNT PROPERTY INVESTMENTS															
11365	11/01/2010	JC100121	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ISRAEL ET AL															
11366	11/01/2010	JC100122	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ISRAEL ET AL															
11367	11/01/2010	JC100123	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ISRAEL ET AL															
11368	11/01/2010	JC100125	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ISRAEL ET AL															
11369	11/01/2010	JC100126	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ISRAEL ET AL															
11370	11/01/2010	JC100127	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ISRAEL ET AL															
11371	11/01/2010	JC100124	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ISRAEL ET AL															
11372	11/01/2010	JC100128	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ISRAEL ET AL															
11373	11/01/2010	JC100129	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ISRAEL ET AL															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPOR TE	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
11374	11/01/2010	JC100130	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ISRAEL ET AL															
11375	11/01/2010	JC100131	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ISRAEL ET AL															
11376	11/01/2010	JC100132	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ISRAEL ET AL															
11377	11/01/2010	JC100133	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ISRAEL ET AL															
11378	11/02/2010	EV100564	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	$155.00
TRAMOR PROPERTIES															
11379	11/02/2010	EV100645	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	$155.00
MANSIONS AT STAR RANCH															
11380	11/03/2010	JC100134	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
CONN APPLIANCES DBA CONN'S															
11381	11/03/2010	EV100590	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$5.00
A-TX PROPERTY MGMT															
11382	11/03/2010	IN100104	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	$5.00
STEPHANIE A. OQUIST															
11383	11/03/2010	JC080049	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$0.25
AUBYN K.SHETTLE, JR.															
11384	11/03/2010	EV100729	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
SETTLEPOU															
11385	11/04/2010	EV100730	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
THOMAS & MELODY WIER															
11386	11/04/2010	IN100106	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	$5.00
RIKI LAMBRIGHT															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTRAC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORTE	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
11387	11/05/2010	EV100731	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
AMRIK HEYER INVESTMENTS															
11388	11/05/2010	EV100732	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
MARCIA HAGLER															
11389	11/05/2010	JC100135	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ET AL															
11390	11/05/2010	JC100136	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ET AL															
11391	11/05/2010	JC100137	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ET AL															
11392	11/05/2010	JC100138	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ET AL															
11393	11/05/2010	JC100139	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ET AL															
11394	11/05/2010	JC100140	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ET AL															
11395	11/05/2010	JC100141	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ET AL															
11396	11/05/2010	SC100070	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
MARCIA VAN NORMAN															
11397	11/08/2010	EV100733	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
BLOUNT PROPERTY INVESTMENTS															
11398	11/08/2010	IN090128	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	$5.00
TRAVISCO.PARENTALREPRESENTATION															
11399	11/08/2010	JC100002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	0.00	0.00	0.00	0.00	$70.00
RAUSCH STURM ISRAEL ET AL															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPOR TE	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
11400	11/08/2010	IN100124	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	$5.00
BERTHA CULP															
11401	11/08/2010	EV100734	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
METRO RENTS															
11402	11/08/2010	EV100735	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
METRO RENTS															
11403	11/08/2010	SC100057	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$5.00
STOUT RV PARK															
11404	11/09/2010	SC100071	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
HUTTO YOUTH SPORTS															
11405	11/12/2010	EV100736	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
NATHAN L. KENNEDY															
11406	11/12/2010	EV100737	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
REYES BARTOLOMEI BROWNE															
11407	11/12/2010	JC100142	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
MCCLESKEY HARRIGER ET AL															
11408	11/12/2010	JC100143	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ET AL															
11409	11/12/2010	JC100144	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
CONN APPLIANCES DBA CONN'S															
11410	11/12/2010	EV100738	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
DONALD HARRIS															
11411	11/12/2010	EV100739	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
LISA ANN GOLDEN															
11412	11/12/2010	SC100067	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	$5.00
BAIN LAW FIRM															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPOR TE	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
11413	11/12/2010	EV100740	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
BARRETT DAFFIN															
11414	11/12/2010	EV100675	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	$155.00
GODWIN ENWEREKOWE															
11415	11/12/2010	EV100741	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
COLONIAL VILLAGE AT SIERRA VISTA															
11416	11/12/2010	EV100742	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
COLONIAL VILLAGE AT SIERRA VISTA															
11417	11/12/2010	EV100743	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
SUNCHASE APARTMENTS															
11418	11/12/2010	EV100744	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
SUNCHASE APARTMENTS															
11419	11/12/2010	EV100745	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
SUNCHASE APARTMENTS															
11420	11/12/2010	EV100746	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
SUNCHASE APARTMENTS															
11421	11/12/2010	EV100749	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
TRAMOR PROPERTIES															
11422	11/12/2010	EV100750	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
TRAMOR PROPERTIES															
11423	11/12/2010	EV100751	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
SUMMERSET APARTMENTS															
11424	11/12/2010	EV100752	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
SUMMERSET APARTMENTS															
11425	11/12/2010	EV100753	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
SUMMERSET APARTMENTS															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPOR TE	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
11426	11/12/2010	EV100754	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
SUMMERSET APARTMENTS															
11427	11/12/2010	EV100755	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
SUMMERSET APARTMENTS															
11428	11/12/2010	EV100756	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
SUMMERSET APARTMENTS															
11429	11/12/2010	EV100757	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
SUMMERSET APARTMENTS															
11430	11/12/2010	EV100686	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	$155.00
TRAMOR PROPERTIES															
11431	11/12/2010	EV100758	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
ALEXAN PALM VALLEY															
11432	11/12/2010	EV100759	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
ALEXAN PALM VALLEY															
11433	11/15/2010	EV100747	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
BRYANT PROPERTIES															
11434	11/15/2010	EV100748	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
BARBARA J. WILSON															
11435	11/15/2010	EV100760	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
GDAA PROPERTY MGMT															
11436	11/15/2010	EV100761	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
GOODWIN MANAGEMENT															
11437	11/15/2010	EV100762	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
BILLY EVANS															
11438	11/15/2010	EV100763	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
THE LODGE AT WARNER RANCH															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPOR TE	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
11439	11/16/2010	EV100764	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
BARRETT DAFFIN															
11440	11/16/2010	EV100765	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
BARRETT DAFFIN															
11441	11/16/2010	EV100766	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
BARRETT DAFFIN															
11442	11/16/2010	EV100767	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
LONNIE JONES															
11443	11/16/2010	EV100615	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	$155.00
BARRETT DAFFIN															
11444	11/16/2010	JC100145	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ET AL															
11445	11/16/2010	JC100146	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
MHBG															
11446	11/16/2010	EV100768	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
AMBASSADOR PROPERTY MANAGEMENT															
11447	11/16/2010	EV100769	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
MANSIONS AT STAR RANCH															
11448	11/16/2010	EV100770	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
MANSIONS AT STAR RANCH															
11449	11/16/2010	EV100771	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
MANSIONS AT STAR RANCH															
11450	11/16/2010	EV100710	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	$155.00
MANSIONS AT STAR RANCH															
11451	11/16/2010	EV100772	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
COLONIAL GRAND AT ROUND ROCK															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPOR TE	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
11452	11/16/2010	EV100773	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
COLONIAL GRAND AT ROUND ROCK															
11453	11/16/2010	EV100774	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
COLONIAL GRAND AT ROUND ROCK															
11454	11/16/2010	EV100775	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
MARCIA HAGLER															
11455	11/16/2010	EV100776	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
MARCIA HAGLER															
11456	11/18/2010	EV100777	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
GREEN VALLEY APT HOMES THE MANSIONS															
11457	11/18/2010	EV100778	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
GREEN VALLEY APT HOMES THE MANSIONS															
11458	11/18/2010	EV100779	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
GREEN VALLEY APT HOMES THE MANSIONS															
11459	11/18/2010	EV100780	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
GREEN VALLEY APT HOMES/ THE MANSIONS															
11460	11/18/2010	EV100781	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
STONEHAVEN AT ROUND ROCK															
11461	11/18/2010	EV100782	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
STONEHAVEN AT ROUND ROCK															
11462	11/18/2010	EV100783	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
STONEHAVEN AT ROUND ROCK															
11463	11/18/2010	EV100784	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
BOWMAN'S WALK APARTMENTS															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPOR TE	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
11464	11/18/2010	EV100785	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
BOWMAN'S WALK APARTMENT															
11465	11/18/2010	EV100786	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
BOWMAN'S WALK APARTMENTS															
11466	11/18/2010	EV100573	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	$155.00
BOWMAN'S WALK APARTMENTS															
11467	11/18/2010	SC100072	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
GINGPLUMBING, LP DBA WAYNE'S PLUMBING															
11468	11/18/2010	EV100787	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
GREG LOVELIDGE															
11469	11/18/2010	EV100788	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
ATX PROPERTY															
11470	11/18/2010	EV100789	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
BARRETT DAFFIN															
11471	11/18/2010	JC100147	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
MICHAEL J. SCOTT															
11472	11/19/2010	EV100790	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
BARRETT DAFFIN															
11473	11/19/2010	EV100791	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
PETER KOPELS															
11474	11/19/2010	EV100792	25.00	0.00	0.00	0.00	0.00	0.00	6.00	210.00	0.00	0.00	0.00	0.00	$241.00
THE MANSIONS AT STAR RANCH															
11475	11/22/2010	EV100793	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
FAIRWAY KNOLL AT TERRAVISTA															
11476	11/22/2010	EV100794	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
FAIRWAY KNOLL AT TERAVISTA															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPOR TE	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
11477	11/22/2010	EV100795	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
FAIRWAY KNOLL AST TERAVISTA															
11478	11/22/2010	EV100796	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
FAIRWAY KNOLL AT TERAVISTA															
11479	11/22/2010	EV100797	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
MIGNON DACKO															
11480	11/22/2010	JC100148	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
TOM CARR															
11481	11/22/2010	EV100798	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
WELLS FARGO BANK															
11482	11/22/2010	JC100149	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
rausch sturm et al															
11483	11/22/2010	EV100799	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
ARBORS OF TAYLOR															
11484	11/23/2010	EV100800	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
SUSAN CONTRERAS															
11485	11/23/2010	EV100801	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
HERITAGE OAKS APARTMENTS															
11486	11/23/2010	EV100802	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
METRO RENTS															
11487	11/23/2010	EV100803	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
MICHAEL NEUMAN															
11488	11/29/2010	JC090110	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	$5.00
NATIONWIDE ACCEPTANCE															
11489	11/29/2010	EV100804	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
BARRETT DAFFIN															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPOR TE	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
11490	11/29/2010	EV100805	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
JACK O'BOYLE & ASSOC															
11491	11/29/2010	EV100806	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
MESA RIDGE APARTMENTS															
11492	11/29/2010	JC100150	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM ET AL															
11493	11/29/2010	EV100807	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
MESA RIDGE APARTMENTS															
11494	11/29/2010	JC100151	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	$31.00
RAUSCH STURM															
11495	11/29/2010	EV100808	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
TAYLOR SQUARE APARTMENTS															
11496	11/30/2010	EV100809	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	$101.00
SARAH X CHANG															
11497	11/30/2010	EV100811	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
ALICE CHAMBERS															
11498	11/30/2010	EV100732	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	$155.00
MARCIA HAGLER															
11499	11/30/2010	IN100150	0.00	0.00	0.00	0.00	21.00	0.00	0.00	0.00	0.00	0.00	0.00	56.00	$77.00
COOK WALDEN F.H.															
11500	11/30/2010	EV100811	(25.00)	0.00	0.00	0.00	0.00	0.00	(6.00)	(140.00)	0.00	0.00	0.00	0.00	($171.00)
ALICE CHAMBERS															
11501	11/30/2010	EV100811	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	$171.00
ALICE CHAMBERS															
														0.00	$0.00
CUMULATIVE TOTALS :			3,000.00	15.00	40.00	0.00	21.25	0.00	720.00	8,970.00	0.00	0.00	0.00	81.00	$12,847.25

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4

Date Printed: 11/30/2010
Time Printed: 6:03:51PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	3	15.00	15.00	5.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
COPIES	COPIES	1	0.25	0.25	0.00	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	1	21.00	21.00	0.00	21.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
EVICTION	EVICTION FILING FEE	88	2,150.00	2,150.00	675.00	1,225.00	125.00	0.00	125.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	122	720.00	720.00	168.00	486.00	30.00	0.00	36.00	0.00	0.00	0.00	0399-0000-208822
JUSTICE	JUSTICE CIVIL FILING FEE	31	775.00	775.00	0.00	775.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
SERVE 4	CONSTABLE PRECINCT 4 SEF	115	7,770.00	7,770.00	2,800.00	3,990.00	490.00	0.00	490.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	3	75.00	75.00	25.00	25.00	0.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	8	40.00	40.00	10.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	8	1,200.00	1,200.00	300.00	900.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341904

***** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column*****

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	4	20.00	20.00	10.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	1	56.00	56.00	0.00	56.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
JURY FEE	JURY TRIAL FEE	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY	386	12,847.25	12,847.25	3,993.00	7,533.25	645.00	0.00	676.00	$0.00	0.00	0.00

Direct Deposit	$0.00						
Cash	$3,993.00				**CSR Credit**	$0.00	
Checks	$7,533.25				**Jail Credit**	$0.00	**Post for Refund** $0.00
Money Orders	$645.00						**Over Payments** $0.00
Credit Cards :	$676.00	**Escrow Payments**	$0.00	**Transaction Fee**	$0.00	**Non-Monetary**	$0.00

TOTAL CURRENCY	$12,847.25	ESCROW PAID	$0.00	TRAN. FEES	$0.00	TOTAL	$0.00	TOTAL PAID	$0.00

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4

Date Printed: 11/30/2010
Time Printed: 6:03:51PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	TOTALS
0100-0000-341804		3,007.25	150.00	0.00	0.00	3,157.25
0100-0000-341904		8,480.00	490.00	0.00	0.00	8,970.00
0399-0000-208822		684.00	36.00	0.00	0.00	720.00
TOTALS :		12,171.25	676.00	0.00	0.00	12,847.25

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: OLDREP
Williamson County Justice of the Peace, Pct. 4
By Date 11/01/2010-11/30/2010

Date Printed: 11/30/2010
Time Printed: 6:07:57PM

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137288	11/01/2010	TR090608	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	95.00	$153.00
MAGNO R ARAUJO																			
137289	11/01/2010	TR103735	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	$150.00
ELENA G HERNANDEZ																			
137290	11/01/2010	TR103736	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
ELENA G HERNANDEZ																			
137291	11/01/2010	TR093537	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	$100.00
CHERYL TEITELBAUM HEJL																			
137292	11/01/2010	TR102053	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	150.00	$190.00
JONATHAN AGUILAR																			
137293	11/01/2010	TR102054	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	150.10	$235.00
JONATHAN AGUILAR																			
137294	11/01/2010	TR102850	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	$620.00
JONATHAN AGUILAR																			
137295	11/01/2010	TR101934	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148.00	0.00	$148.00
ASHLEY MICHELLE CARTER																			
137296	11/01/2010	TR103023	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	26.90	115.10	$150.00
MARIO ALEJANDRO SELVERA																			
137297	11/01/2010	LW100270	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	499.90	90.10	$598.00
MARTIN GOMEZ RAMIREZ																			
137298	11/01/2010	LW090235	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.00	25.00	$74.00
GREG H DURAN																			
137299	11/01/2010	LW090235	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	$50.00
GREG H DURAN																			
137300	11/01/2010	TR103584	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	90.10	$250.00
MARSHALL A GULLEY																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137301	11/01/2010	LW100272	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	300.00	60.00	$365.00
TOMAS RUBINOS																			
137302	11/01/2010	TR102146	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199.90	0.00	$199.90
LEONARD CARL SCHUELKE																			
137303	11/01/2010	TR102680	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	292.00	0.00	$292.00
KENNETH RAY TIEMAN																			
137304	11/01/2010	TR103609	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
TERESA THOMAS MILLER																			
137305	11/01/2010	TR103535	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
PATRICIA LOUISE MCCUTCHAN																			
137306	11/01/2010	TR101094	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	115.00	0.00	$115.00
MARK ANTHONY GUTIERREZ																			
137307	11/01/2010	TR102555	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	165.00	0.00	$165.00
MARK ANTHONY GUTIERREZ																			
137308	11/01/2010	TR074297	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	175.00	25.00	$200.00
STEVEN DION HARRIS																			
137309	11/01/2010	JV100068	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148.00	25.00	$173.00
JOSHUA A MORENO																			
137310	11/01/2010	TR095863	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59.00	0.00	$59.00
KIMBERLY M MITCHELL																			
137311	11/01/2010	NT100294	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120.00	25.00	$145.00
AMANDA LIN DALTON																			
137312	11/01/2010	TW100080	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	146.00	60.00	$206.00
AMBER MICHELLE LIVELY																			
137313	11/01/2010	TR103594	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
ANKIT LOYA																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137314	11/01/2010	TR103747	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$610.00
JOSEPH ERVIN BRADFORD																			
137315	11/01/2010	TR103120	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	199.90	140.10	$348.00
JOSEPH ERVIN BRADFORD																			
137316	11/01/2010	TR103083	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	$108.00
KEESIE KOTHMANN																			
137317	11/01/2010	TR103089	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	110.10	$310.00
ANDRES MENDEZ MARTINEZ																			
137318	11/01/2010	TR103744	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$610.00
ANDRES MENDEZ MARTINEZ																			
137319	11/01/2010	NT100204	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	85.00	0.00	$85.00
TIMOTHY RYAN WHITE																			
137320	11/01/2010	TR100718	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	232.00	0.00	$232.00
FAITH SHONTA BRASS																			
137321	11/01/2010	TR095287	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	220.00	0.00	$220.00
FAITH SHONTA BRASS																			
137322	11/01/2010	TR095286	0.00	0.00	0.00	0.00	0.00	0.00	0.39	0.00	0.00	0.00	0.00	0.00	0.65	0.00	52.00	22.96	$76.00
FAITH SHONTA BRASS																			
137323	11/01/2010	TR095286	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	$100.00
FAITH SHONTA BRASS																			
137324	11/01/2010	TW100062	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	83.00	0.00	$83.00
JAMIE LEE VILLARREAL																			
137325	11/01/2010	TR100718	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	0.00	$25.00
FAITH SHONTA BRASS																			
137326	11/01/2010	TR103402	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	$130.00
JENNIFER RENAE THOMAS																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137327	11/01/2010	TR102201	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	$150.00
ALICIA HERNANDEZ LITTLECALF																			
137328	11/01/2010	TR101169	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	140.00	$175.00
MARIA JESSENICA ARIAS																			
137329	11/01/2010	TR103013	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	350.00	110.00	$465.00
ANGEL LUIS OTERO																			
137330	11/02/2010	TR103763	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
HEATHER MICHELLE WHITLOCK																			
137331	11/02/2010	TR094630	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	95.00	$104.00
LANCE ALTON SUCHOMEL																			
137332	11/02/2010	TR102167	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	190.00	0.00	$190.00
FELICIA ANNE BAZAN																			
137333	11/02/2010	TR103718	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.90	90.10	$100.00
LARRY EUGENE RICHTER																			
137334	11/02/2010	TR103546	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	$130.00
JEANETTE M PASSALAQUA																			
137335	11/02/2010	TR103701	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	90.10	$250.00
JAMES MICHAEL MOGONYE																			
137336	11/02/2010	TR102567	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120.00	0.00	$120.00
CHANDRA MONIKA BLANE																			
137337	11/02/2010	TR102955	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	64.90	60.10	$130.00
KAYE-LEIGH HAMRAH																			
137338	11/02/2010	TR102956	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	90.00	$99.00
BOBBY DARRELL SYBERT																			
137339	11/02/2010	TR102515	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.90	0.00	$51.90
ADRIAN LOPEZ-FUENTES																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137340	11/02/2010	TR103368	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	196.90	90.10	$295.00
HUNTER JAMES WHITE																			
137341	11/02/2010	TR101863	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.00	25.00	$130.00
DEMETRA ANN ARNOLD																			
137342	11/02/2010	TR103284	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	115.10	$275.00
MARCO ANTONI NAVARRO-SALAZAR																			
137343	11/02/2010	LW100236	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	203.00	0.00	$203.00
ARIEL NURQUE-GONZALEZ																			
137344	11/02/2010	TR103506	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	101.90	90.10	$200.00
LINDA KAY PHILLIPS																			
137345	11/02/2010	TR102878	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	104.00	25.00	$129.00
EMMANUEL RAY SCOTT																			
137346	11/02/2010	TR103563	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.90	90.10	$99.00
BEN EARL MITCHELL																			
137347	11/02/2010	TR103394	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	$150.00
BENJAMIN ALEXANDER TOVAR																			
137348	11/02/2010	NT080349	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00	$500.00
NICOLE LEIGH THOMAS																			
137349	11/02/2010	TR095122	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.08	149.92	$159.00
CLEVELAND BYRON WOODS																			
137350	11/02/2010	TR103121	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	40.00	110.00	$155.00
SERGIO MIGUEL OLGUIN																			
137351	11/02/2010	NT100312	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	$60.00
JOSHUA RYAN FOXWORTH																			
137352	11/02/2010	TR103602	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
NANA ASABEA AIKINS-KUMI																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137353	11/02/2010	JV100017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	133.00	0.00	$133.00
DAMIAN J RINKER																			
137354	11/02/2010	JV100030	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	$100.00
FALON LYNETTE RINKER																			
137355	11/02/2010	JV100156	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	$75.00
EMILY MARIE HALL																			
137356	11/02/2010	TR103163	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	$200.00
GEORGE STEFAN BROOKS																			
137357	11/02/2010	JV100155	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	$75.00
BRITTANY ELIZABETH GOVELLA																			
137358	11/02/2010	HC090008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	155.00	$655.00
JUAN RUBIO																			
137359	11/02/2010	TR103479	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
JAMES KYLE WALKER																			
137360	11/02/2010	TR102263	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	152.00	0.00	$152.00
JORDAN DEREK DEAPEN																			
137361	11/02/2010	JV100157	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
LAUREN MICHELLE DEANDA																			
137362	11/02/2010	TR103454	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	175.00	90.10	$273.10
ALEXANDRA RAE REED																			
137363	11/02/2010	TR103545	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
CONNOR PARNELL JONES																			
137364	11/02/2010	TR090826	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	115.00	$320.00
LAURA LEIGH WILLIAMS																			
137365	11/03/2010	TW100110	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	$65.00
ENRIQUE MARTINEZ																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137366	11/03/2010	TW100092	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	$65.00
ANDREA RENE BOSMA																			
137367	11/03/2010	TW100093	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	160.60	$410.60
ANDREA RENE BOSMA																			
137368	11/03/2010	TR094095	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	0.00	$125.00
MATTHEW ALLEN KRAUSER																			
137369	11/03/2010	TW100055	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	$250.00
ALYSON MELANCON																			
137370	11/03/2010	TW100119	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	$65.00
DAVID JOHN MIRES																			
137371	11/03/2010	TW100120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	160.90	$410.90
DAVID JOHN MIRES																			
137372	11/03/2010	TR103598	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
JAMES TRENTON PELKEY																			
137373	11/03/2010	TW100089	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450.00	$450.00
CHARLES J ACKRIDGE																			
137374	11/03/2010	TW100090	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450.00	$450.00
CHARLES J ACKRIDGE																			
137375	11/03/2010	TW100091	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450.00	$450.00
CHARLES J ACKRIDGE																			
137376	11/03/2010	TW100143	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	$65.00
HOWARD EDWARD CREBO																			
137377	11/03/2010	TW100144	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	160.90	$410.90
HOWARD EDWARD CREBO																			
137378	11/03/2010	TW100137	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	$65.00
ALLEN N MILLER																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137379	11/03/2010	TW100140	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	$65.00
KENDRA KNOBLOCK																			
137380	11/03/2010	TW100141	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	160.90	$410.90
KENDRA KNOBLOCK																			
137381	11/03/2010	LW100276	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	150.00	60.00	$215.00
ENRIQUE RUBIO																			
137382	11/03/2010	TR101268	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	95.10	$303.10
ACACIO DASILVEIRA																			
137383	11/03/2010	TW100138	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102.00	60.00	$162.00
ALLEN N MILLER																			
137384	11/03/2010	TR102388	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199.90	0.00	$199.90
JAVIER DIAZ																			
137385	11/03/2010	LW100125	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111.00	0.00	$111.00
ROBERT TROY HEARSE																			
137386	11/03/2010	TR103371	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	96.90	90.10	$195.00
CAROLINA CELEST HERNANDEZ																			
137387	11/03/2010	NT100306	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	499.00	25.00	$524.00
CAROLINE R LOVE																			
137388	11/03/2010	TR103617	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	90.10	$250.00
KEVIN LOUIS REINARTZ																			
137389	11/03/2010	TW100049	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	$250.00
LAURA ANNE GREGORY																			
137390	11/03/2010	TR100380	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	95.10	$303.10
SONIA ANNETTE HERRON																			
137391	11/03/2010	TR103899	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
JAMES C HARGIS																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137392	11/03/2010	TR103883	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	$148.00
ERIC RAYMOND KLEIN																			
137393	11/03/2010	TR103896	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
ANTHONY AARON BOATMAN																			
137394	11/03/2010	TR103878	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
NATHAN DAVID WIED																			
137395	11/03/2010	TR103900	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
FELICIA ANN REYES																			
137396	11/03/2010	TR103895	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
THOMAS FRANK BEST																			
137397	11/03/2010	TR103664	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
BRANDI DIANNE MARTIN																			
137398	11/03/2010	TR103639	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
JEFFREY JOHN MYERS																			
137399	11/03/2010	TR103554	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.90	90.10	$100.00
TERREL MICHAEL LECESNE																			
137400	11/03/2010	TR102042	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199.90	145.10	$348.00
CRISTINA ROSE SPOLNICK																			
137401	11/03/2010	TR103028	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	140.00	$180.00
ERICH C GUEDENEY																			
137402	11/03/2010	JV100169	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	$85.00
JOSE AGUILAR																			
137403	11/03/2010	JV100164	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	$75.00
ALEXANDRIA NICOLE MARTINEZ																			
137404	11/03/2010	JV100161	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	$75.00
COLTON LUKE BALLARD																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137405	11/03/2010	JV100160	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	$75.00
HERNAN ABEL +																			
137406	11/03/2010	TR080215	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	205.00	$705.00
ERICKA F JACKSON																			
137407	11/04/2010	NT100318	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	65.00	$185.00
HORTENCIA LEYENDECKER																			
137408	11/04/2010	TR080811	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	145.00	$353.00
MARICELA NORMA LUJAN																			
137409	11/04/2010	TR103828	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	$108.00
SISTO MARTIN GONZALES																			
137410	11/04/2010	TR103487	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
MICHAEL ANTHONY MARTINEZ																			
137411	11/04/2010	TR102954	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	$108.00
JOHN WINSTON CARTER																			
137412	11/04/2010	TR103760	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
ARMIN KARDUMOVIC																			
137413	11/04/2010	NT100344	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	60.00	$65.00
DENNIS RAYMOND MESSEX																			
137414	11/04/2010	TR103686	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	2.00	90.00	$100.00
OLIVIA MARINA ORELLANA																			
137415	11/04/2010	TR103686	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00	0.00	$30.00
OLIVIA MARINA ORELLANA																			
137416	11/04/2010	TR092761	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	100.00	65.00	$170.00
HOWARD JAMES LEE																			
137417	11/04/2010	TR100577	00	0.00	0.00	0.00	0.00	0.00	2.37	0.00	0.00	0.00	3.95	0.00	0.00	0.00	0.00	178.68	$185.00
ANSELMO GOMEZ																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137418	11/04/2010	TR100577	00	0.00	0.00	0.00	0.00	0.00	0.63	0.00	0.00	0.00	1.05	0.00	0.00	0.00	51.90	46.42	$100.00
ANSELMO GOMEZ																			
137419	11/04/2010	TR101694	00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00	195.00	$545.00
ANSELMO GOMEZ																			
137420	11/04/2010	TR101694	00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	$50.00
ANSELMO GOMEZ																			
137421	11/04/2010	TR101694	00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	$100.00
ANSELMO GOMEZ																			
137422	11/04/2010	TR103583	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
GUILLERNO ADOLFO IRAHOLA																			
137423	11/04/2010	TR103597	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
JUSTIN WILLIAM WILSON																			
137424	11/04/2010	TR103580	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
BENJAMIN TYLER MCLELLAN																			
137425	11/04/2010	TR103781	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
AMY ELIZABETH FAIRES																			
137426	11/04/2010	TR102247	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	0.00	$250.00
MONICA ELAINE CAMPOS																			
137427	11/04/2010	TR103357	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	90.10	$298.10
ROSA M MARTICORENA																			
137428	11/04/2010	TR103358	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	24.90	90.25	$123.15
ROSA M MARTICORENA																			
137429	11/04/2010	NT090350	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.00	0.00	$105.00
ALFONSO GALINDO																			
137430	11/04/2010	NT090463	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199.00	0.00	$199.00
ANDREW MILLER																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137431	11/04/2010	TR103801	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	$150.00
RANDY LEE MINZENMAYER																			
137432	11/04/2010	TR103816	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	$150.00
HARVEY RAY LAAKE																			
137433	11/04/2010	TR103522	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
HARRY MILLER																			
137434	11/04/2010	TR103787	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
YAN-HAOW PAUL TAN																			
137435	11/04/2010	TR103786	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	$130.00
YAN-HAOW PAUL TAN																			
137436	11/04/2010	TR103158	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
ALEXANDER J RODRIGUEZ																			
137437	11/04/2010	TR102740	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	168.00	0.00	$168.00
MICHAEL ANTHONY VELA																			
137438	11/04/2010	TR102969	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	60.10	$260.00
BRITTNEY MARIE GARCIA																			
137439	11/04/2010	LW100111	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	135.00	0.00	$135.00
JOSE FRANCISCO FERNANDEZ																			
137440	11/04/2010	TR103579	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	$150.00
JUAN PABLO MARQUEZ																			
137441	11/04/2010	TR103893	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	60.10	$260.00
GABRIELA LARA-LARA																			
137442	11/04/2010	TR103822	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	$108.00
MONICA HODDE LILES																			
137443	11/04/2010	JV100165	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.00	95.00	$119.00
DAR MICHAEL ALANIZ																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137444	11/04/2010	TR103328	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	75.00	90.10	$173.10
JOHN JOSEPH RICHARDS																			
137445	11/03/2010	TR103639	0.00	0.00	0.00	0.00	0.00	0.00	(3.00)	0.00	(9.90)	0.00	0.00	0.00	(5.00)	0.00	0.00	(90.10)	($108.00)
JEFFREY JOHN MYERS																			
137446	11/05/2010	TR103697	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.85	95.15	$99.00
CANDACE MARIE ALDERETE																			
137447	11/05/2010	TR094936	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	100.00	$308.00
KENNETH JOHN KING																			
137448	11/05/2010	TR103903	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
GABINO HERNANDEZ																			
137449	11/05/2010	TR102482	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	66.25	0.00	$66.25
MARY HUNTER BILLOUPS																			
137450	11/05/2010	TR103600	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
SAMUEL TEKLE YAKOB																			
137451	11/05/2010	TR100927	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	65.00	$270.00
JESSICA MARIE RAMIREZ																			
137452	11/05/2010	LW100220	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	215.00	$220.00
MANUEL GOMEZ MARTINEZ																			
137453	11/05/2010	TR100463	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	104.00	0.00	$104.00
JOSE ANGEL PADILLA																			
137454	11/05/2010	LW100282	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$610.00
MANUEL GUZMAN RODRIGUEZ																			
137455	11/05/2010	LW100265	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	150.00	110.00	$265.00
MANUEL GUZMAN RODRIGUEZ																			
137456	11/05/2010	TR103620	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
JONATHAN LAMONT LEMUEL																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137457	11/05/2010	TR103841	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
AMY ELIZABETH RAY																			
137458	11/05/2010	TR103840	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
AMY ELIZABETH RAY																			
137459	11/05/2010	TR103665	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
JOSHUA PHILIP SHIPP																			
137460	11/05/2010	TR102802	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	0.00	$60.00
SONYA YVETTE TERRY																			
137461	11/05/2010	NT100169	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.80	$85.00
JOHN HOLLOWAY																			
137462	11/05/2010	NT100169	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(9.20)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(75.80)	($85.00)
JOHN HOLLOWAY																			
137463	11/05/2010	TR103468	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
JENNIFER ANN GANDY																			
137464	11/05/2010	NT100169	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	$85.00
JOHN HOLLOWAY																			
137465	11/05/2010	TR080851	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	145.00	$353.00
LESLIE WAYNE HOLLOWAY																			
137466	11/05/2010	TR103792	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	110.00	$111.00
LESLIE WAYNE HOLLOWAY																			
137467	11/05/2010	TR093312	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	77.00	140.00	$225.00
BRADLEY NEAL TERWILLIGER																			
137468	11/05/2010	TR103734	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
RODOLPHE ROCHEZ																			
137469	11/05/2010	TR103733	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	$108.00
RODOLPHE ROCHEZ																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137470	11/05/2010	TR103646	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
MICHAEL CLAY LAFLER																			
137471	11/05/2010	TR103952	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
LORI LYNN WOLF																			
137472	11/05/2010	TR103955	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
GARY DON ASKINS																			
137473	11/05/2010	TR103712	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	153.90	90.10	$252.00
DEBORAH FERRIS WASSON																			
137474	11/05/2010	TR103902	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
GRANUALE D BLANDING																			
137475	11/05/2010	TR103958	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
PATTI LUCILLE YOACHUM																			
137476	11/05/2010	TR103473	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
GRIFFIN THOMAS YU																			
137477	11/05/2010	TR082261	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	25.00	$100.00
MARY A CHAPA																			
137478	11/05/2010	TW100073	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	$250.00
JOHN NATHAN BOSTON																			
137479	11/05/2010	NT100147	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	219.00	0.00	$219.00
JAMES RAY FIELDS																			
137480	11/05/2010	TR102016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	110.00	$150.00
JAMES PHILLIP MANNS																			
137481	11/05/2010	TR103433	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$610.00
ROBERT PAUL HIDROGO																			
137482	11/05/2010	TR092946	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	345.00	$353.00
ROBERT PAUL HIDROGO																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137483	11/05/2010	TR101058	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	195.00	$695.00
TREY SCOTT CHOATE																			
137484	11/08/2010	TR093971	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	100.00	$308.00
AMY LEE ZIMMERMAN																			
137485	11/08/2010	TR103722	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	$130.00
RONDA KAY CHRISTMAS																			
137486	11/08/2010	TR091388	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.00	0.00	$105.00
VERONICA BERNAL DELGADO																			
137487	11/08/2010	TR101996	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	400.00	95.10	$503.10
DAVID EDWARD HUTCHINSON																			
137488	11/08/2010	TR102796	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	400.00	95.10	$503.10
HAL DENNIS BROWN																			
137489	11/08/2010	TR100603	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	26.00	115.10	$149.10
RUBEN HERNANDEZ																			
137490	11/08/2010	TR101727	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	394.00	95.10	$497.10
GWYNN TEAL CARPENTER																			
137491	11/08/2010	TR103885	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	44.90	60.10	$110.00
EDWARD JONAH LOPEZ																			
137492	11/08/2010	PW100117	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	$165.00
JODY MICHAEL DULANEY																			
137493	11/08/2010	TR103724	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	$108.00
CARLA DEANNE SALAZAR																			
137494	11/08/2010	LW100120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	295.00	110.00	$410.00
TODD EUGENE LOUGHNER																			
137495	11/08/2010	TR103776	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	44.90	60.10	$110.00
SIMON ROBINSON																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137496	11/08/2010	TR103775	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
SIMON ROBINSON																			
137497	11/08/2010	TR101520	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	95.00	$303.00
CARLOS F FERNANDEZ																			
137498	11/08/2010	JV090303	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	131.00	35.00	$166.00
MARIA VALENTINA LOPEZ																			
137499	11/08/2010	JV090303	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(131.00)	(35.00)	($166.00)
MARIA VALENTINA LOPEZ																			
137500	11/08/2010	JV090303	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	131.00	35.00	$166.00
MARIA VALENTINA LOPEZ																			
137501	11/08/2010	TR100822	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	175.00	95.10	$278.10
MELISSA GAILE FAGLIE																			
137502	11/08/2010	TR091501	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	400.00	145.00	$553.00
RYAN CHRISTOPHER GRIMES																			
137503	11/08/2010	TR103367	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
RYAN DASAN HILL																			
137504	11/08/2010	TR103585	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	196.90	90.10	$295.00
KAUSTUBH G SHIRALKAR																			
137505	11/08/2010	TR102633	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	100.00	90.10	$198.10
JOSEPH LAWSON WILLIAMS																			
137506	11/08/2010	TR103588	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	25.00	90.00	$123.00
MARIO A HERNANDEZ																			
137507	11/08/2010	TR103766	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
TESSA JACLEEN DILDY																			
137508	11/08/2010	JV090300	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	100.00	$160.00
KAMERY WOOLDRIDGE																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137509	11/08/2010	TR084646	0.00	183.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$793.00
ARLO LANE BURGOS																			
137510	11/08/2010	TR102026	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	0.00	$125.00
CHAD AUSTIN BAILEY																			
137511	11/08/2010	TR102950	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	198.00	95.10	$301.10
RENE LEON PICKARD																			
137512	11/08/2010	NT100292	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	500.00	125.00	$630.00
DAVIS JACOB WARD																			
137513	11/08/2010	TR103651	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
ANTHONY MICHAEL ARMISTEAD																			
137514	11/08/2010	TR103706	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
AIDA SOLANO FENNELL																			
137515	11/08/2010	NT100310	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	$620.00
DAVIS JACOB WARD																			
137516	11/08/2010	NT090502	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	126.00	40.00	$166.00
MARY LOU FLORES																			
137517	11/08/2010	NT100196	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	99.00	0.00	$99.00
LAIHA MICHELLE PETERSON																			
137518	11/08/2010	NT100310	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(500.00)	(120.00)	($620.00)
DAVIS JACOB WARD																			
137519	11/08/2010	NT100310	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	$620.00
DAVIS JACOB WARD																			
137520	11/08/2010	TR100273	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	400.00	95.10	$503.10
JOHN SCOTT MCGARRAHAN																			
137521	11/08/2010	NT100292	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(5.00)	0.00	0.00	0.00	(500.00)	(125.00)	($630.00)
DAVIS JACOB WARD																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137522	11/08/2010	NT100292	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	500.00	125.00	$630.00
DAVIS JACOB WARD																			
137523	11/08/2010	TR102284	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	$76.90
BERNADETTE M STONE																			
137524	11/08/2010	TR100950	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
BRIDGET LIANE CURTIS																			
137525	11/08/2010	TW100068	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	145.00	85.00	$230.00
CHRISTINA JANIE ALANIZ																			
137526	11/08/2010	TR083645	0.00	67.50	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	77.00	140.00	$292.50
ARLO LANE BURGOS																			
137527	11/08/2010	TR095602	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	154.00	140.00	$302.00
JUAN CARLOS SAUCEDO																			
137528	11/08/2010	TR095602	0.00	0.00	0.00	0.00	0.00	0.00	(3.00)	0.00	0.00	0.00	0.00	0.00	(5.00)	0.00	(154.00)	(140.00)	($302.00)
JUAN CARLOS SAUCEDO																			
137529	11/08/2010	TR095602	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	154.00	140.00	$302.00
JUAN CARLOS SAUCEDO																			
137530	11/08/2010	TR100879	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$610.00
JUAN CARLOS SAUCEDO																			
137531	11/08/2010	TR103847	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	$150.00
ROGELIO GONZALEZ																			
137532	11/09/2010	TR100080	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	140.00	95.00	$243.00
GABRIEL RAMIREZ VELASQUEZ																			
137533	11/09/2010	TR103920	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	26.90	90.10	$125.00
TRAVIS LEE DUNCAN																			
137534	11/09/2010	TR094573	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	155.00	$658.00
BRIAN JAMES HEIL																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137535	11/09/2010	TR103516	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	$175.00
DAMIEON LARMOID JACKSON																			
137536	11/09/2010	TR100941	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	140.10	$225.00
COURTNEY ANTONIO JACKSON																			
137537	11/09/2010	TR094574	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	40.00	125.00	$170.00
BRIAN JAMES HEIL																			
137538	11/09/2010	TR095760	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	$620.00
BRIAN JAMES HEIL																			
137539	11/09/2010	TR103780	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	$150.00
CHAREESE LYNNE GARCIA																			
137540	11/09/2010	TR103652	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
MICHELLE MAY FROCK																			
137541	11/09/2010	TR103661	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
POLLY LYONS NELON																			
137542	11/09/2010	TR103667	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	$148.00
JOE MICHAEL BAGOT																			
137543	11/09/2010	TR103764	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
BILLY JOE HELM																			
137544	11/09/2010	TR103831	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
THOMAS M SHEPPARD																			
137545	11/09/2010	TR103352	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199.00	0.00	$199.00
SEAN JAMES CUNNINGHAM																			
137546	11/09/2010	TR102671	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	175.10	$678.10
JAMAR LQUINN BROWN																			
137547	11/09/2010	TR103102	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	$175.00
KERVIN BERNARD BABERS																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137548	11/09/2010	TR103717	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	$150.00
CHRISTINE YARGO PRATT																			
137549	11/09/2010	TR103959	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	92.00	90.00	$190.00
GILBERTO CISNEROS OCHOA																			
137550	11/09/2010	JV100095	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	$100.00
NOEMI MARIA MARMOLEJO																			
137551	11/09/2010	JV100168	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	75.00	$175.00
TAYLOR SIMONTON																			
137552	11/09/2010	NT100335	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	$90.00
JOSE BENJAMIN GUTIERREZ																			
137553	11/12/2010	TR103656	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
LARRY DANIEL HAYES																			
137554	11/12/2010	TR103784	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	199.90	90.10	$298.00
ROBERT ALLEN MULLINS																			
137555	11/12/2010	JV100091	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	$100.00
ARIANNA GOODSON																			
137556	11/12/2010	TR102579	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199.10	0.00	$199.10
LISA SHOUSE HUNT																			
137557	11/12/2010	TR103888	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
RICARDO VALLEJO																			
137558	11/12/2010	TR103653	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
MARY KAY JACKSON																			
137559	11/12/2010	TR103643	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
ERIN SHEA WILLIAMS																			
137560	11/12/2010	TR072250	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	106.00	75.00	$181.00
EDWARD DANIEL RODRIGUEZ																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137561	11/12/2010	TR082681	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	106.00	$606.00
EDWARD DANIEL RODRIGUEZ																			
137562	11/12/2010	TR103897	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
FORREST CASNER WALKER																			
137563	11/12/2010	TR101267	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	95.10	$303.10
BLAKE DAVID ROBERTS																			
137564	11/12/2010	TR103806	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	$108.00
BOBBY RAY FIELDS																			
137565	11/12/2010	TR103908	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
MICHAEL WAYNE AVILA																			
137566	11/12/2010	TR103926	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	$130.00
JOHNATHAN ALEXANDER COMBATTI																			
137567	11/12/2010	TR103907	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
MICHAEL WAYNE AVILA																			
137568	11/12/2010	NT100345	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.00	60.00	$66.00
SHAWN SCOT DEMAREST																			
137569	11/12/2010	TR091090	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	77.00	140.00	$225.00
ROBERT NOLAN CRITES																			
137570	11/12/2010	TR103268	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	196.90	90.10	$295.00
MARK DAVID LUIGI																			
137571	11/12/2010	TR092619	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$610.00
ROBERT NOLAN CRITES																			
137572	11/12/2010	TR103772	0.00	0.00	0.00	0.00	0.00	0.00	1.83	0.00	0.00	0.00	3.05	0.00	0.00	0.00	0.00	55.12	$60.00
STEPHEN CHASE LUNDY																			
137573	11/12/2010	TR103772	0.00	0.00	0.00	0.00	0.00	0.00	1.17	0.00	0.00	0.00	1.95	0.00	0.00	0.00	32.00	34.88	$70.00
STEPHEN CHASE LUNDY																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137574	11/12/2010	TR103771	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
STEPHEN CHASE LUNDY																			
137575	11/12/2010	TW100086	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	$65.00
BRITTNEY MICHELLE LOPEZ																			
137576	11/12/2010	TR101812	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	165.00	$205.00
BRANDY ALECIA ILBOUDO																			
137577	11/12/2010	NT100233	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	325.00	155.00	$500.00
GUADALUPE LARA																			
137578	11/12/2010	NT100233	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	175.00	0.00	$175.00
GUADALUPE LARA																			
137579	11/12/2010	TR103337	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	90.10	$150.00
JON NELSON CONNER																			
137580	11/12/2010	TR103843	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
KARA LIN HORNE																			
137581	11/12/2010	TR072928	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199.00	0.00	$199.00
KENNETH STEWART KELLY																			
137582	11/12/2010	TR103437	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	0.00	$125.00
KENNETH STEWART KELLY																			
137583	11/12/2010	PW100161	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	$165.00
MARTHA ALICIA LOPEZ																			
137584	11/12/2010	TR102672	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	0.00	$70.00
LORENA MARES NINO																			
137585	11/12/2010	TR103889	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
DAN M MARTALOG																			
137586	11/12/2010	TR103773	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	195.90	90.10	$294.00
MARK ALLEN JOHNSON																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137587	11/12/2010	TR103387	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	35.00	60.00	$100.00
DANIEL VINCENT AVELLANEDA																			
137588	11/12/2010	TR103894	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	90.10	$150.00
MATTHEW D ROCHNER																			
137589	11/12/2010	TR102496	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	$150.00
MELISSA ANN DONJUAN																			
137590	11/12/2010	TR102495	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	101.00	0.00	$101.00
MELISSA ANN DONJUAN																			
137591	11/12/2010	TR103743	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
MARIE MENDEZ																			
137592	11/12/2010	TR091412	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	95.00	$104.00
LYDIA MARIE SALDANA																			
137593	11/12/2010	TR103741	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	103.90	90.10	$202.00
MARIE MENDEZ																			
137594	11/12/2010	TR102512	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88.00	0.00	$88.00
SHANTA NICOLE DAVIS																			
137595	11/12/2010	TR103824	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	$175.00
AJAI NARAYAN																			
137596	11/12/2010	TR103737	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	$175.00
CASEY MARIE ALEXANDER																			
137597	11/12/2010	TR103737	0.00	0.00	0.00	0.00	0.00	0.00	(3.00)	0.00	0.00	0.00	(5.00)	0.00	0.00	0.00	(76.90)	(90.10)	($175.00)
CASEY MARIE ALEXANDER																			
137598	11/12/2010	TR103737	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	9.90	90.10	$108.00
CASEY MARIE ALEXANDER																			
137599	11/12/2010	TR103919	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
VICTOR ALFREDO VARELA-QUINTANA																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137600	11/12/2010	TR103918	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	60.10	$260.00
VICTOR ALFREDO VARELA-QUINTANA																			
137601	11/12/2010	PW100162	00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	$165.00
ANDREW J GREEN																			
137602	11/12/2010	TR091206	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	95.00	$303.00
ERIN ELIZABETH PHILLIPS																			
137603	11/12/2010	TR102533	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.00	9.00	$60.00
PAVEL SORIANO																			
137604	11/12/2010	TR103363	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	26.90	90.10	$125.00
ADELAIDE LOUISE VIEL																			
137605	11/12/2010	TR103737	0.00	0.00	0.00	0.00	0.00	0.00	(3.00)	0.00	0.00	0.00	(5.00)	0.00	0.00	0.00	(9.90)	(90.10)	($108.00)
CASEY MARIE ALEXANDER																			
137606	11/12/2010	TR103737	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	$108.00
CASEY MARIE ALEXANDER																			
137607	11/15/2010	TR102414	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88.00	0.00	$88.00
ANGEL N CASTILLO																			
137608	11/15/2010	TR103249	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	21.90	60.10	$87.00
HESTON EUGENE TAYLOR																			
137609	11/15/2010	TR101939	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.60	0.00	0.00	0.00	0.00	62.40	$65.00
JOSE ROEL RUIZ																			
137610	11/15/2010	TR101939	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.40	0.00	0.00	0.00	40.00	57.60	$100.00
JOSE ROEL RUIZ																			
137611	11/15/2010	TR100677	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	189.00	95.10	$292.10
MARY CAROL OLSON																			
137612	11/15/2010	TR080862	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	209.00	25.00	$234.00
SEAN M MCNULTY																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137613	11/15/2010	LW100283	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	100.00	60.00	$165.00
RONALD GLENN WAGNER																			
137614	11/15/2010	NT100260	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	75.00	$325.00
AMY VICTORIA ALVIS																			
137615	11/15/2010	NT100260	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(250.00)	(75.00)	($325.00)
AMY VICTORIA ALVIS																			
137616	11/15/2010	NT100260	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	75.00	$275.00
AMY VICTORIA ALVIS																			
137617	11/15/2010	NT100260	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	$50.00
AMY VICTORIA ALVIS																			
137618	11/15/2010	TR100123	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	149.00	0.00	$149.00
DONALD LEE MATTHEWS																			
137619	11/15/2010	TR102445	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	$76.90
NENA KAREN ROGERS																			
137620	11/15/2010	LW100275	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	199.00	60.00	$264.00
BERNARDO DULEY MARTINEZ																			
137621	11/15/2010	NT100293	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	0.00	$125.00
CASSANDRA LYNN KING																			
137622	11/15/2010	TR101349	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	95.00	$153.00
HEIDI DELEAN GENSLER																			
137623	11/15/2010	LW100209	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	92.00	90.00	$190.00
WINDELL T CROSSLAND																			
137624	11/15/2010	TR103866	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	60.10	$260.00
ELENO SANTIAGO-MIRANDA																			
137625	11/15/2010	TR103867	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	99.90	90.10	$198.00
ELENO SANTIAGO-MIRANDA																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137626	11/15/2010	TR103928	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
THOMAS AUTREY PICKENS																			
137627	11/15/2010	TR101863	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	131.00	0.00	$131.00
DEMETRA ANN ARNOLD																			
137628	11/15/2010	TR103838	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	$108.00
HUONG VIET TRAN																			
137629	11/15/2010	NT040314	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	500.00	107.00	$612.00
NATHAN ROSS RIEWE																			
137630	11/15/2010	TR103835	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
MARJORIE CHRISTINE WARREN																			
137631	11/15/2010	NT040529	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	107.00	$607.00
NATHAN R RIEWE																			
137632	11/15/2010	TR103407	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	83.00	0.00	$83.00
LUIS SALAMANCA RODRIGUEZ																			
137633	11/15/2010	TR103495	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	198.00	60.00	$263.00
DOUGLAS ANTONIO LOBO																			
137634	11/15/2010	TR103547	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
NATHAN STUART KROUSE																			
137635	11/15/2010	TR103411	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.00	0.00	$96.00
JONATHAN MATTHEW ORTON																			
137636	11/15/2010	NT100155	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.00	$105.00
LAQUINTA SHONTA BENNETT																			
137637	11/15/2010	TR094125	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	48.00	120.00	$176.00
CYNTHIA SANDOVAL MOLINA																			
137638	11/15/2010	TR102583	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	157.00	0.00	$157.00
BONIFACIO RODRIGUEZ LEON																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137639	11/15/2010	TR100823	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	95.00	65.00	$165.00
MELISSA GAILE FAGLIE																			
137640	11/15/2010	NT100156	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	$100.00
KIMBERLYN DIANE ALEXANDER																			
137641	11/15/2010	NT100157	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	$100.00
KIMBERLYN DIANE ALEXANDER																			
137642	11/16/2010	TR101275	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	249.00	0.00	$249.00
STEVEN ERIC WARD																			
137643	11/16/2010	LW100299	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	99.00	60.00	$164.00
JOSE CASTRO MORENO																			
137644	11/16/2010	TR103564	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.90	90.10	$100.00
RYAN LEE COLLINS																			
137645	11/16/2010	TR103804	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	$108.00
DANIEL PEYTON GREEN																			
137646	11/16/2010	TR095571	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	95.00	$104.00
JARROD KEITH GOTTFRIED																			
137647	11/16/2010	LW100274	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
ENRIQUE RUBIO																			
137648	11/16/2010	TR103180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	74.00	85.00	$164.00
FREDDY LEE WALKER																			
137649	11/16/2010	TR103071	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	110.00	$150.00
TRESSA MARIE OLSEN																			
137650	11/16/2010	TR103694	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$610.00
TRESSA MARIE OLSEN																			
137651	11/16/2010	TR102567	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	113.00	0.00	$113.00
CHANDRA MONIKA BLANE																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137652	11/16/2010	TR103811	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	60.00	$100.00
MELBERT DEE CRUMP																			
137653	11/16/2010	TR102594	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	$76.90
GABRIEL JOVON ARELLANO																			
137654	11/16/2010	TR102454	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	269.00	25.00	$294.00
HIPOLITO COVARRUBIAS																			
137655	11/16/2010	NT100060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	$200.00
BERTHA LUVIANO																			
137656	11/16/2010	LW100271	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	400.00	60.00	$465.00
FREDDIE GLENN MCDONALD																			
137657	11/16/2010	TR103534	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
BRITTANY MARIE MORPHIS																			
137658	11/16/2010	TR103657	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
ODIS LEON SULLIVAN																			
137659	11/16/2010	TR103956	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
MARK LEONERD LOZANO																			
137660	11/16/2010	TR103063	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88.00	0.00	$88.00
LAURA LANETTE SOWERS																			
137661	11/16/2010	TR092148	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	30.00	120.00	$155.00
BECKY DAWN KOCH																			
137662	11/16/2010	PW100169	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	425.00	75.00	60.00	$565.00
MARCOS MORENO VASCONCELOS																			
137663	11/16/2010	TR092147	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	45.00	120.00	$170.00
BECKY DAWN KOCH																			
137664	11/16/2010	TR103973	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	$108.00
RENEE RAE HALL																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137665	11/16/2010	TR101641	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	85.00	$125.00
SABRINA MARIE MATHIS																			
137666	11/16/2010	TR101640	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	499.90	115.10	$623.00
SABRINA MARIE MATHIS																			
137667	11/16/2010	TR103432	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$610.00
MATTHEW LAWRENCE HYDE																			
137668	11/16/2010	TR091795	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	145.00	$353.00
MATTHEW LAWRENCE HYDE																			
137669	11/17/2010	TR095649	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	500.00	150.00	$658.00
BILLY WARREN PARKER																			
137670	11/17/2010	TR095649	0.00	0.00	0.00	0.00	0.00	0.00	(3.00)	0.00	0.00	0.00	(5.00)	0.00	0.00	0.00	(500.00)	(150.00)	($658.00)
BILLY WARREN PARKER																			
137671	11/17/2010	TR095649	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	500.00	150.00	$658.00
BILLY WARREN PARKER																			
137672	11/17/2010	TR095650	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	150.00	$190.00
BILLY WARREN PARKER																			
137673	11/17/2010	TR102321	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	$620.00
BILLY WARREN PARKER																			
137674	11/17/2010	TR095122	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.92	25.08	$76.00
CLEVELAND BYRON WOODS																			
137675	11/17/2010	TR095122	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	$100.00
CLEVELAND BYRON WOODS																			
137676	11/17/2010	TR095122	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(100.00)	0.00	($100.00)
CLEVELAND BYRON WOODS																			
137677	11/17/2010	TR095122	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	$100.00
CLEVELAND BYRON WOODS																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137678	11/17/2010	HC010078	2.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	105.00	$622.00
LYNDA R DAVID																			
137679	11/17/2010	TR030828	2.00	0.00	15.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	105.00	30.00	$160.00
LYNDA ROCKETTE DAVID																			
137680	11/17/2010	TR102100	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	140.10	$200.00
FRANCES LANORA PETERSON																			
137681	11/17/2010	TR103010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$610.00
FRANCES LANORA PETERSON																			
137682	11/17/2010	TR102664	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	$620.00
ROLAND ANTHONY LUNA																			
137683	11/17/2010	TR103019	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	196.90	140.10	$345.00
GABRIEL ANDRE GARDE																			
137684	11/17/2010	TR103690	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$610.00
GABRIEL ANDRE GARDE																			
137685	11/17/2010	LW100176	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	105.00	110.00	$220.00
GUILLERMO CHARRE HERNANDEZ																			
137686	11/17/2010	TR102319	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	110.00	$150.00
SHANNON DENISE SHAW																			
137687	11/17/2010	TR102320	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	140.00	$180.00
SHANNON DENISE SHAW																			
137688	11/17/2010	TR093170	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	500.00	140.00	$648.00
ROBERT LEE WETTER																			
137689	11/17/2010	TR094682	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$610.00
ROBERT LEE WETTER																			
137690	11/17/2010	HC010078	(2.00)	0.00	(15.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(500.00)	(105.00)	($622.00)
LYNDA R DAVID																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137691	11/17/2010	HC010078	2.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	105.00	$622.00
LYNDA R DAVID																			
137692	11/18/2010	TR103769	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	196.90	120.10	$320.00
BRIANA MARIE KADLEC																			
137693	11/18/2010	TR103770	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
BRIANA MARIE KADLEC																			
137694	11/18/2010	TR103957	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
KATIE RAY MONTEZ																			
137695	11/18/2010	TR103463	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	$150.00
LEA ANN CURLEY																			
137696	11/18/2010	TR103805	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	$108.00
ARABELA VALLADARES																			
137697	11/18/2010	TR101435	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.91	128.09	$132.00
NEIL ALLEN SOUDER																			
137698	11/18/2010	TR104003	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	95.00	$130.00
JUAN MANUEL FLORES																			
137699	11/18/2010	TR100597	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	101.00	145.00	$249.00
CAROLYN BENEVOLENT LANE																			
137700	11/18/2010	TR103537	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
SEANY MOURINE ROSS																			
137701	11/18/2010	TR101137	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$610.00
CAROLYN BENEVOLENT LANE																			
137702	11/18/2010	TR102627	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	499.90	95.10	$603.00
BARRETT HOUSTON WYGANT																			
137703	11/18/2010	TR103818	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	$108.00
FARRAH DAE CORTEZ																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137704	11/18/2010	TR103814	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	$108.00
CHARLOTTE KING MALAN																			
137705	11/18/2010	TR103803	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	$150.00
GRADY WADE MING																			
137706	11/18/2010	TR104043	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
MELLIE COLLINS BURMEIER																			
137707	11/18/2010	TR104042	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
MELLIE COLLINS BURMEIER																			
137708	11/18/2010	TR103572	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.90	95.10	$195.00
CRISPIN GONZALES																			
137709	11/18/2010	TR103570	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	95.00	$130.00
CRISPIN GONZALES																			
137710	11/18/2010	TR104011	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	$108.00
BILLY CHARLES PAYNE																			
137711	11/18/2010	TR091433	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	25.00	$125.00
JOSE ISAIAS CARTAGENA																			
137712	11/18/2010	LW100292	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	60.00	$360.00
MICHAEL THOMAS KING																			
137713	11/18/2010	TR103929	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
BEATRICE SCHWARTZ																			
137714	11/18/2010	TR103650	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
ROBERT ALLEN NICKEL																			
137715	11/18/2010	NT090059	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.00	0.00	$22.00
TRACY RAWLINSON																			
137716	11/18/2010	TR103809	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	$108.00
BELINDA ROBLES																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137717	11/18/2010	TR102839	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	104.00	0.00	$104.00
JACOB JAY JENSON																			
137718	11/18/2010	TR103832	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
SHELLEY RENAE YEZAK																			
137719	11/18/2010	TR104040	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
FATHOM BOYD KIMES																			
137720	11/18/2010	TR103544	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
ANISSA JEAN RODRIGUEZ																			
137721	11/18/2010	LW100277	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	499.90	90.10	$598.00
PEDRO ANDRESS ARMENDARIZ																			
137722	11/18/2010	TR103807	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	$108.00
ALEJANDRO LORENZO RIVAS																			
137723	11/18/2010	TR103844	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
JONATHAN LEE CHANDLER																			
137724	11/18/2010	TR103850	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.90	90.10	$100.00
MALINDA KAY MOON																			
137725	11/18/2010	TR103850	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	$75.00
MALINDA KAY MOON																			
137726	11/18/2010	TR102556	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	152.50	0.00	$152.50
MARCO ANTONIO CARDENAS-CASTILLO																			
137727	11/18/2010	TR101192	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116.25	0.00	$116.25
MARCO ANTONIO CARDENAS-CASTILLO																			
137728	11/18/2010	TR104041	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
ROBERT LOUIS BALDERAS																			
137729	11/18/2010	TR104001	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	495.90	95.10	$594.00
JAMES EDWARD DUNLAP																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137730	11/18/2010	TR104001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	$4.00
JAMES EDWARD DUNLAP																			
137731	11/18/2010	TR103048	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	140.10	$225.00
STEVEN LEE MARTINEZ																			
137732	11/19/2010	TR103792	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	0.00	$250.00
LESLIE WAYNE HOLLOWAY																			
137733	11/19/2010	TR104012	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	$150.00
MARK STEVEN COLLIER																			
137734	11/19/2010	TR103163	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	115.00	0.00	$115.00
GEORGE STEFAN BROOKS																			
137735	11/19/2010	TR101946	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	187.00	0.00	$187.00
JASON KELLY ENGLAND																			
137736	11/19/2010	TR102863	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	153.00	0.00	$153.00
JASON KELLY ENGLAND																			
137737	11/19/2010	TR103826	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	$175.00
MARY FAYE ALLEN																			
137738	11/19/2010	TR102648	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88.00	0.00	$88.00
JOANNA KAREN CRUZ-CORDILLO																			
137739	11/19/2010	TR102647	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	$50.00
JOANNA KAREN CRUZ-CORDILLO																			
137740	11/19/2010	TW100050	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.00	0.00	$11.00
LAURA ANNE GREGORY																			
137741	11/19/2010	TW100050	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	47.00	43.00	$90.00
LAURA ANNE GREGORY																			
137742	11/19/2010	TR103963	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	90.10	$150.00
JIMMY WAYNE OLIVER																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137743	11/19/2010	TR103891	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	39.00	60.00	$104.00
JERRY WAYNE																			
137744	11/19/2010	TR103634	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
ROBERT VAUGHN KEITH																			
137745	11/19/2010	TR103911	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
JUAN FRANCISCO GUERRERO																			
137746	11/19/2010	TR104028	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
JASON ALLEN ROMPH																			
137747	11/19/2010	LW100293	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	60.00	$210.00
TRACY ELLSWORTH POWELL																			
137748	11/19/2010	TR102598	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151.90	0.00	$151.90
SHANNON THOMAS FAULKNER																			
137749	11/19/2010	TR084888	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	170.00	$375.00
LEOPOLDO RODARTE DEVIDEGARAY																			
137750	11/19/2010	TR103974	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$610.00
LEOPOLDO RODARTE DEVIDEGARAY																			
137751	11/19/2010	TR101560	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	160.00	$660.00
LEOPOLDO RODARTE DEVIDEGARAY																			
137752	11/19/2010	TR101688	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$610.00
LEOPOLDO RODARTE DEVIDEGARAY																			
137753	11/19/2010	TR093560	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.08	149.92	$159.00
LISA HELEN NOVAK																			
137754	11/19/2010	TR103882	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
MARVIN LEE FREEMAN																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137755	11/19/2010	TR101680	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	135.00	0.00	$135.00
MARY A CHAPA																			
137756	11/19/2010	TR102057	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	500.00	145.10	$653.10
PATRICK GALE PUTZE																			
137757	11/19/2010	TR103829	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
SISTO MARTIN GONZALES																			
137758	11/19/2010	TR103038	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.00	25.00	$130.00
BERNARDO DOMINGUEZ SALAZAR																			
137759	11/19/2010	TR103039	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41.00	25.00	$66.00
BERNARDO DOMINGUEZ SALAZAR																			
137760	11/19/2010	TR103040	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	25.00	$90.00
BERNARDO DOMINGUEZ SALAZAR																			
137761	11/19/2010	TR104039	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	195.00	60.00	$260.00
JUAN CONTRERAS HERNANDEZ																			
137762	11/22/2010	TR104036	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	39.00	60.00	$104.00
MICHAEL LEE DEICHMAN																			
137763	11/22/2010	TR103481	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	134.90	60.10	$200.00
ALEJANDRO LOPEZ																			
137764	11/22/2010	TR103851	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	$175.00
MICHAEL ALLEN PENNY																			
137765	11/22/2010	TR102227	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.00	65.00	$71.00
CLAUDIA HAMMERS																			
137766	11/22/2010	TR103848	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	60.10	$260.00
JULIO MONDDRAGON																			
137767	11/22/2010	TR103691	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$610.00
ERICH C GUEDENEY																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137768	11/22/2010	TR104018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
ADELA HOLLY VILLASANA																			
137769	11/22/2010	LW100024	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	65.00	$270.00
SEFERINO MARTINEZ HERNANDEZ																			
137770	11/22/2010	TR102930	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	104.00	0.00	$104.00
ERICA ANGELA VERDUSCO																			
137771	11/22/2010	TR100123	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	$100.00
DONALD LEE MATTHEWS																			
137772	11/22/2010	LW100181	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	50.00	65.00	$120.00
CHRISTOPHER WAYNE CALL																			
137773	11/22/2010	LW100180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	65.00	$270.00
CHRISTOPHER WAYNE CALL																			
137774	11/22/2010	TR102439	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	25.00	95.10	$128.10
KYLE JAMES PHELAN																			
137775	11/22/2010	TR103604	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
CHARLOTTE CHANDLER JONES																			
137776	11/22/2010	TR103864	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	60.10	$260.00
JUAN MANUEL CASTILLO																			
137777	11/22/2010	PW100155	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	$165.00
SALVADOR TORRES-MACIEL																			
137778	11/22/2010	PW100154	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	$165.00
SALVADOR TORRES-MACIEL																			
137779	11/22/2010	TR104025	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	$130.00
JOSHUA TREVOR AUGUSTINE																			
137780	11/22/2010	TR103856	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	39.00	60.00	$104.00
JOHN MICHAEL WATTS																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137781	11/22/2010	TR103000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	153.00	25.00	$178.00
LAURA PIERCE DICKENS																			
137782	11/22/2010	TR104091	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
MARICELA ELODIA AYALA																			
137783	11/22/2010	TR102318	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	110.00	0.00	$110.00
LAURA PIERCE DICKENS																			
137784	11/22/2010	LW100304	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	150.00	60.00	$215.00
ARCHIE LEE GREEN																			
137785	11/22/2010	TR102944	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.90	0.00	$51.90
WELDON RAY COPELAND																			
137786	11/22/2010	TR104004	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.90	95.10	$195.00
TAMMY DENISE ISELT																			
137787	11/22/2010	TR103934	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	60.10	$260.00
JUAN SOLIS-PEREZ																			
137788	11/22/2010	TR095559	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	254.00	0.00	$254.00
MATTHEW WADE STRAIN																			
137789	11/22/2010	TR103917	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	90.10	$250.00
EDDIE JOE MARTINEZ																			
137790	11/22/2010	TR102680	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	$100.00
KENNETH RAY TIEMAN																			
137791	11/22/2010	TR103639	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
JEFFREY JOHN MYERS																			
137792	11/22/2010	TR103916	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	95.10	$180.00
LANA GAINEY LAMON																			
137793	11/22/2010	TR103887	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
CHRISTOPHER JAKE POSEY																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137794	11/22/2010	LW100064	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	300.00	65.00	$370.00
MICHAEL DEWAYNE FRAZIER																			
137795	11/22/2010	TR103945	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	100.90	90.10	$199.00
JORGE ENRIQUE GALE																			
137796	11/22/2010	TR104027	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
SHAWN DEAN DLOUHY																			
137797	11/22/2010	TR103023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	$150.00
MARIO ALEJANDRO SELVERA																			
137798	11/22/2010	TR102472	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	105.10	$313.10
BRANDICE TAIWAN JONES																			
137799	11/22/2010	TR103509	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.90	90.10	$99.00
MARIA G TORRES																			
137800	11/22/2010	TR103510	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.90	60.10	$66.00
MARIA G TORRES																			
137801	11/22/2010	TR103991	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
ED WALTON																			
137802	11/22/2010	TR102540	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	195.00	100.10	$298.10
RUBEN HERNANDEZ																			
137803	11/22/2010	TR101082	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	175.00	100.10	$283.10
JACQUES GEBRAEL ISSA																			
137804	11/23/2010	TR103909	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
MARILYN CASANOVA BROWN																			
137805	11/23/2010	TR103439	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$610.00
MARICELA NORMA LUJAN																			
137806	11/23/2010	TR103564	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	95.00	0.00	$95.00
RYAN LEE COLLINS																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137807	11/23/2010	TR103623	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	201.90	90.10	$300.00
CHRISTOPHER RAU LUIKART																			
137808	11/23/2010	TR103998	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	$108.00
DIANE DIAZ HERNANDEZ																			
137809	11/23/2010	TR103865	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
MARK S BIAR																			
137810	11/23/2010	TR102927	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151.90	0.00	$151.90
SUSAN ELAINE CASTILLO																			
137811	11/23/2010	TR102530	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	$76.90
MICHAEL RYAN CAREY																			
137812	11/23/2010	TR103950	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	90.10	$250.00
KIMBERLY KAY KILPATRICK																			
137813	11/23/2010	NT100333	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	77.00	60.00	$142.00
JUAN ANDRES SOTO																			
137814	11/23/2010	NT100332	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	77.00	60.00	$142.00
JUAN ANDRES SOTO																			
137815	11/23/2010	TW100158	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	$65.00
ALEX GARCIA																			
137816	11/23/2010	TW100170	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	$65.00
MICHAEL MARTIN MOEHLING																			
137817	11/23/2010	TW100152	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	$65.00
JOHN W LOVE																			
137818	11/23/2010	JV090303	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	$75.00
MARIA VALENTINA LOPEZ																			
137819	11/23/2010	NT090502	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	$75.00
MARY LOU FLORES																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137820	11/23/2010	TR103890	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
AMANDA LAURA HASTINGS																			
137821	11/23/2010	TW100098	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	$65.00
ERIN NICOLE BURKHALTER																			
137822	11/23/2010	TW100098	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(65.00)	($65.00)
ERIN NICOLE BURKHALTER																			
137823	11/23/2010	TW100098	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	$70.00
ERIN NICOLE BURKHALTER																			
137824	11/23/2010	TW100167	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	$65.00
RODERICK LAVELLE BROWN																			
137825	11/23/2010	TW100168	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	60.00	$61.00
RODERICK LAVELLE BROWN																			
137826	11/23/2010	LW090136	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	115.00	$320.00
LUIS ALFREDO VELASCO																			
137827	11/23/2010	TR091797	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	120.00	$328.00
KRISTINA RENEE JACOBSON																			
137828	11/23/2010	LW090128	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	115.00	$320.00
LUIS ALFREDO VELASCO																			
137829	11/23/2010	LW100219	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$610.00
LUIS ALFREDO VELASCO																			
137830	11/23/2010	TR085748	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	424.00	76.00	$500.00
ERIC ROSHAUN FLOWERS																			
137831	11/23/2010	TR085748	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.00	0.00	$98.00
ERIC ROSHAUN FLOWERS																			
137832	11/24/2010	TR103525	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
KRYSTLE DIANE TURNER																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137833	11/24/2010	TR103441	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	275.00	0.00	$275.00
JOEY EUGENE KEYS																			
137834	11/24/2010	TR103860	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	199.90	90.10	$298.00
RANDALL CURTIS HARDY																			
137835	11/24/2010	TR103762	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
TRACEY LYNNE CURTIS																			
137836	11/24/2010	LW100224	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	599.90	140.10	$748.00
TEX THOMAS CAMPBELL																			
137837	11/24/2010	LW100280	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$610.00
TEX THOMAS CAMPBELL																			
137838	11/24/2010	TR103881	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
ISIDORE MARAK																			
137839	11/24/2010	TR103912	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
RYAN MITCHELL MAJORS																			
137840	11/29/2010	TR092790	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	170.00	$378.00
ERNEST CHARLES KEY																			
137841	11/29/2010	LW100317	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	204.00	60.00	$264.00
EMILIO BETANCURT RICHARTE																			
137842	11/29/2010	LW100316	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	299.00	60.00	$359.00
EMILIO BETANCURT RICHARTE																			
137843	11/29/2010	TR104035	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	90.10	$150.00
DAVID WAYNE COCHRAN																			
137844	11/29/2010	TR104061	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	$175.00
EFRAIN GARCIA																			
137845	11/29/2010	NT100161	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	$100.00
JONATHAN HERNANDEZ																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137846	11/29/2010	TR103412	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	0.00	$125.00
JONATHAN MATTHEW ORTON																			
137847	11/29/2010	LW100255	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	147.00	0.00	$147.00
SERGIO DE LUNA																			
137848	11/29/2010	LW100154	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	300.00	65.00	$370.00
JOSE REINALDO CAMELO																			
137849	11/29/2010	TR102132	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	95.10	$303.10
WILLIAM RANDALL RUSS																			
137850	11/29/2010	LW100311	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	104.00	60.00	$164.00
ROBERTO DIAZ																			
137851	11/29/2010	TR103718	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	$75.00
LARRY EUGENE RICHTER																			
137852	11/29/2010	LW100278	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	104.00	60.00	$169.00
DONALD RAY WALLACE																			
137853	11/29/2010	TR102584	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	95.00	$303.00
GARLAND HOLLINGSWORTH																			
137854	11/29/2010	TR102133	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	150.00	95.10	$253.10
BRIAN ALAN JOHNSON																			
137855	11/29/2010	NT100358	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	85.00	60.00	$150.00
DAVID ANDREW FLORES																			
137856	11/29/2010	TR104054	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
ALFREDO IMPERIAL																			
137857	11/29/2010	TR102541	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	70.00	$270.00
RUBEN HERNANDEZ																			
137858	11/29/2010	TR101521	0.00	0.00	0.00	0.00	0.00	0.00	0.57	0.00	0.00	0.00	0.95	0.00	0.00	0.00	0.00	18.48	$20.00
CASSANDRA LEE KUSSY																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137859	11/29/2010	TR091408	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	145.00	$353.00
WILLIAM MOORE MARTIN																			
137860	11/29/2010	TW100086	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	$250.00
BRITTNEY MICHELLE LOPEZ																			
137861	11/29/2010	TW100087	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43.00	60.00	$103.00
BRITTNEY MICHELLE LOPEZ																			
137862	11/29/2010	TR103557	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	$610.00
WILLIAM MOORE MARTIN																			
137863	11/29/2010	TR103996	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	$108.00
BETHANY MARIE NOREN																			
137864	11/29/2010	TR102774	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	140.10	$225.00
CYNTHIA A DAVIS																			
137865	11/29/2010	TR103953	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	$148.00
JIM BOB DISHMAN																			
137866	11/29/2010	TR103481	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	0.00	$65.00
ALEJANDRO LOPEZ																			
137867	11/29/2010	TW100065	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	102.00	85.00	$187.00
MICHAEL WAYNE DOWNEY																			
137868	11/29/2010	TR102427	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	195.90	0.00	$195.90
JOHN ERIC WILSON																			
137869	11/29/2010	TR102635	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	195.90	0.00	$195.90
KARI MICHELLE HARDEMAN																			
137870	11/29/2010	TR103325	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	456.00	115.00	$579.00
LESA ANN KROFT																			
137871	11/29/2010	TR103954	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
PETER M LANG																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137872	11/29/2010	TR101653	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	100.10	$303.10
MAKESHIKA KALPANA RATNAYAKE																			
137873	11/29/2010	LW100296	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	299.00	60.00	$364.00
GILBERTO SANDOVAL SANDOVAL																			
137874	11/29/2010	TR103625	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
MONIC MARIE TALAUGOA																			
137875	11/29/2010	TR102716	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	150.00	95.10	$253.10
CHRISTOPHER W LESCHBER																			
137876	11/29/2010	TR102716	0.00	0.00	0.00	0.00	0.00	0.00	(3.00)	0.00	0.00	0.00	(5.00)	0.00	0.00	0.00	(150.00)	(95.10)	($253.10)
CHRISTOPHER W LESCHBER																			
137877	11/29/2010	TR102716	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	150.00	95.10	$253.10
CHRISTOPHER W LESCHBER																			
137878	11/29/2010	TR100902	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	100.10	$308.10
LOUIS SHELDON JAHN																			
137879	11/29/2010	TR103880	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
ANTONIO CAMACHO HERRERA																			
137880	11/29/2010	TR103904	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	$10.00
KRISTIN NICOLE CARTER																			
137881	11/29/2010	TR103124	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	25.00	$90.00
MARLESHA LAVERN PARKER																			
137882	11/29/2010	TR103861	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
TODD HARDY WOOLSON																			
137883	11/29/2010	TR103949	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
SARAH RACHEL SLADE																			
137884	11/29/2010	TR103410	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	51.90	90.10	$150.00
ERIC RYAN HARPER																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137885	11/29/2010	TR102720	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	140.00	$180.00
GUADALUPE G GARZA																			
137886	11/29/2010	NT100289	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	70.00	$71.00
JOSE CARLOS GAMEZ																			
137887	11/29/2010	TR094630	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199.00	0.00	$199.00
LANCE ALTON SUCHOMEL																			
137888	11/29/2010	TR103704	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	192.00	0.00	$192.00
MARIA BAHENA																			
137889	11/29/2010	TR101521	0.00	0.00	0.00	0.00	0.00	0.00	2.43	0.00	0.00	0.00	4.05	0.00	0.00	0.00	86.90	76.62	$170.00
CASSANDRA LEE KUSSY																			
137890	11/29/2010	TR100505	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.90	95.10	$104.00
BORIS O OSORIO-CRUZ																			
137891	11/30/2010	TR103663	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
SARAH ELIZABETH DUKES																			
137892	11/30/2010	TR103560	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	25.00	$150.00
NICHOLAS SHONORRIS JOHNSON																			
137893	11/30/2010	TR071245	0.00	198.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	161.00	$859.30
KELLIE L CLAYTON																			
137894	11/30/2010	TW100123	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	140.00	60.00	$200.00
CHRISTOPHER LEE DARNELL																			
137895	11/30/2010	JV100068	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	145.00	0.00	$145.00
JOSHUA A MORENO																			
137896	11/30/2010	LW100207	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	110.00	$116.00
JOSE CLAUDIO OCHOA																			
137897	11/30/2010	NT100294	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	0.00	$125.00
AMANDA LIN DALTON																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137898	11/30/2010	TR103751	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	$175.00
MITCHELL ANTHONY DISANTO																			
137899	11/30/2010	TR102056	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	141.90	150.10	$300.00
TONY LEE SANCHEZ																			
137900	11/30/2010	TR102056	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	0.00	$300.00
TONY LEE SANCHEZ																			
137901	11/30/2010	TR102056	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58.00	0.00	$58.00
TONY LEE SANCHEZ																			
137902	11/30/2010	TR103997	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	90.10	$250.00
BARBARA MOTT MILLER																			
137903	11/30/2010	JV100101	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88.00	40.00	$128.00
PAIGE MOYA																			
137904	11/30/2010	TR103767	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	196.90	90.10	$295.00
BRANDON MA STUART																			
137905	11/30/2010	TR102518	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.90	90.10	$99.00
ASHLEE RENE KEIM																			
137906	11/30/2010	LW100202	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	150.00	120.00	$275.00
ARTURO CORREA																			
137907	11/30/2010	LW100281	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	$620.00
ARTURO CORREA																			
137908	11/30/2010	TR104029	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	$108.00
CHRISTOPHER S YOUNG																			
137909	11/30/2010	TR071863	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	201.00	$701.00
JENNIFER G WARREN																			
137910	11/30/2010	TR101521	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.10	0.00	$98.10
CASSANDRA LEE KUSSY																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137911	11/30/2010	TR071146	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	106.00	231.00	$345.00
JENNIFER GAYLE WARREN																			
137912	11/30/2010	TR103607	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	25.00	90.00	$123.00
CARLOS F SMITH																			
137913	11/30/2010	TR104135	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	$100.00
TIMOTHY AARON BALDERAS																			
137914	11/30/2010	TR104135	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	10.00	$11.00
TIMOTHY AARON BALDERAS																			
137915	11/30/2010	LW080035	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	265.00	$320.00
QUINCY LEE WRAY																			
137916	11/30/2010	LW100294	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	400.00	60.00	$465.00
JESUS CAMPOS-ARANDA																			
137917	11/30/2010	LW080051	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	265.00	$765.00
QUINCY LEE WRAY																			
137918	11/30/2010	LW080051	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(500.00)	(265.00)	($765.00)
QUINCY LEE WRAY																			
137919	11/30/2010	LW080051	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	265.00	$765.00
QUINCY LEE WRAY																			
137920	11/30/2010	LW100307	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	60.00	$360.00
JESUS CAMPOS-ARANDA																			
137921	11/30/2010	TR104002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	194.90	65.10	$260.00
JUAN MANUEL FLORES																			
137922	11/30/2010	LW100160	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	205.00	$705.00
QUINCY LEE WRAY																			
137923	11/30/2010	LW100160	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(500.00)	(205.00)	($705.00)
QUINCY LEE WRAY																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
137924	11/30/2010	LW100160	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	205.00	$705.00
QUINCY LEE WRAY																			
137925	11/30/2010	TR103505	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	$150.00
KELBIE JOHN STIFFLEMIRE																			
137926	11/30/2010	TR102931	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151.90	0.00	$151.90
JOHANNA SOFIA KEMP																			
137927	11/30/2010	LW080035	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(5.00)	0.00	(50.00)	(265.00)	($320.00)
QUINCY LEE WRAY																			
137928	11/30/2010	LW100301	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	35.00	60.00	$100.00
HECTOR HUGO GUTIERREZ																			
137929	11/30/2010	LW080035	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	265.00	$320.00
QUINCY LEE WRAY																			
137930	11/30/2010	TR071672	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	166.00	$666.00
LATOSHA Y DAVIS																			
137931	11/30/2010	NT080353	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	500.00	145.00	$650.00
LATOSHA YVETTE DAVIS																			
																		0.00	$0.00
CUMULATIVE TOTALS :			4.00	448.80	30.00	0.00	0.00	0.00	747.39	120.00	574.20	420.00	625.00	40.00	900.65	850.00	75,777.74	44,576.97	$125,114.75

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4

Date Printed: 11/30/2010
Time Printed: 6:07:57PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4	CONTABLE ARREST FEE PCT	1	5.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0100-0000-341914
AFCAF	COUNTY ARREST FEE	137	615.00	586.55	240.55	0.00	140.00	0.00	206.00	28.45	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	187	900.65	875.65	205.00	10.00	375.65	0.00	285.00	25.00	0.00	0.00	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	8	40.00	40.00	15.00	0.00	15.00	0.00	10.00	0.00	0.00	0.00	0399-0000-208400
CAF	COUNTY ARREST FEE	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
CS	CHILD SAFETY	8	120.00	120.00	40.00	0.00	40.00	0.00	40.00	0.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	4	30.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	42	420.00	420.00	200.00	0.00	110.00	0.00	110.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	3	448.80	448.80	0.00	0.00	0.00	0.00	448.80	0.00	0.00	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	60	574.20	574.20	79.20	9.90	356.40	0.00	128.70	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	583	75,777.74	66,436.94	19,156.08	51.90	23,184.35	0.00	24,044.61	8,933.80	257.00	150.00	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	4	4.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	6	850.00	850.00	595.00	0.00	85.00	0.00	170.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	265	747.39	725.76	193.77	6.00	273.39	0.00	252.60	21.63	0.00	0.00	0100-0000-341804

***** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column*****

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE	19	95.00	85.00	35.00	0.00	15.00	0.00	35.00	10.00	0.00	0.00	0100-0000-341914
AFGPD	GRANGER POLICE DEPAI	1	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
AFTHD	THRALL POLICE DEPART	2	10.00	10.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
AFTPD	TAYLOR POLICE DEPART	1	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
AWF	AUSTIN POLICE DEPARTI	1	50.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0100-0000-341804
BOND	CASH BOND	3	1,350.00	1,350.00	0.00	0.00	1,350.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C1W.	CONSTABLE 1 WARRANT	52	2,299.92	2,199.92	699.92	0.00	450.00	0.00	1,050.00	100.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	2	100.00	100.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	31	950.00	400.00	100.00	0.00	100.00	0.00	200.00	550.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT (	450	16,519.19	15,617.59	4,761.43	80.00	4,925.20	0.00	5,850.96	901.60	0.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	450	1,242.39	1,171.32	357.06	6.00	369.39	0.00	438.87	71.07	0.00	0.00	0360-0000-341150
CHS2	COURTHOUSE SECURITY	1	1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0361-0000-341154
CHS2A	COURTHOUSE SECURITY	443	409.13	390.44	119.02	2.00	123.13	0.00	146.29	18.69	0.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	4	1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0399-0000-208730
COM	COMMITMENT	72	225.65	77.20	26.55	0.00	50.65	0.00	0.00	148.45	0.00	0.00	0100-0000-341804
CSF	CHILD SAFETY FUND	1	25.00	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0365.0000.341161
CSS	SAFETY SEAT SYSTEMS I	2	0.30	0.30	0.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208721
CWF	WILLIAMSON COUNTY W	50	2,050.00	1,589.50	634.90	0.00	350.00	0.00	604.60	460.50	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIOI	4	10.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0399-0000-208170
FNLC	FINE-LOCAL PORTION	1	100.00	100.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-351304
FNTC	FINE-TRAUMA CENTER	1	100.00	100.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208720
GWF	GRANGER POLICE DEPAI	3	150.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPARTM	1	6.71	6.71	0.00	0.00	6.71	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	439	810.26	776.88	236.04	4.00	246.26	0.00	290.58	33.38	0.00	0.00	0399.0000.208703
JCD	JUVENILE CRIME & DELI	4	1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0399-0000-208180
JCTF	JUSTICE COURT TECHNO	450	1,656.52	1,561.76	476.08	8.00	492.52	0.00	585.16	94.76	0.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	444	1,640.52	1,561.76	476.08	8.00	492.52	0.00	585.16	78.76	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	444	2,450.78	2,338.64	712.12	12.00	738.78	0.00	875.74	112.14	0.00	0.00	0399-0000-208352
JURY	JURY FEE	1	3.00	3.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0100-0000-341804
MV	STATE CIVIL JUSTICE DA	215	20.50	20.38	5.40	0.20	8.10	0.00	6.68	0.12	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	1	150.00	150.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208850
OVER	OVER PAYMENT OF FINE	4	25.00	25.00	0.00	0.00	25.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
PPDWF	PFLUGERVILLE POLICE I	2	50.00	26.00	26.00	0.00	0.00	0.00	0.00	24.00	0.00	0.00	0100-0000-341804
REL	RELEASE	72	225.65	77.20	26.55	0.00	50.65	0.00	0.00	148.45	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	5	200.00	90.35	90.35	0.00	0.00	0.00	0.00	109.65	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	13	1,700.00	1,700.00	450.00	0.00	800.00	0.00	450.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	264	7,443.90	7,257.60	1,937.70	60.00	2,733.90	0.00	2,526.00	186.30	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	74	345.00	345.00	140.95	0.00	60.00	0.00	144.05	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	57	225.00	195.00	60.00	0.00	45.00	0.00	90.00	5.00	25.00	0.00	0100-0000-341914
SWF	STATE WARRANT FEE	3	150.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0399-0000-208400

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
TP	TIME PAYMENT	65	1,328.25	1,073.00	419.75	0.00	453.25	0.00	200.00	205.25	50.00	0.00	0399-0000-208860
TWFINE	TOLLWAY FINE	28	446.30	446.30	0.00	0.00	43.00	0.00	403.30	0.00	0.00	0.00	0100-0000-207027
WARC4W	WARC4W	2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

TOTALS SUMMARY	5491	125,114.75	111,963.75	32,750.80	258.00	38,758.85	0.00	40,196.10	$12,669.00	332.00	150.00

Direct Deposit $0.00

Cash $32,750.80

Checks $258.00

Money Orders $38,758.85

Credit Cards : $40,196.10

Escrow Payments $0.00

Transaction Fee $0.00

CSR Credit $332.00

Jail Credit $12,669.00

Non-Monetary $150.00

Post for Refund $0.00

Over Payments $0.00

TOTAL CURRENCY	$111,963.75	ESCROW PAID	$0.00	TRAN. FEES	$0.00	TOTAL	$13,151.00	TOTAL PAID	$0.00

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4

Date Printed: 11/30/2010
Time Printed: 6:07:57PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	TOTALS
01-0100-0000-207008		1,350.00	0.00	0.00	0.00	1,350.00
0100-0000-209600		680.00	170.00	0.00	0.00	850.00
0100-0000-209700		25.00	0.00	0.00	0.00	25.00
0100-0000-341804		4,211.57	1,809.90	1,141.13	0.00	7,162.60
0100-0000-341911		1,149.92	1,050.00	100.00	0.00	2,299.92
0100-0000-341913		100.00	0.00	0.00	0.00	100.00
0100-0000-341914		555.95	469.05	595.00	0.00	1,620.00
0100-0000-351304		42,492.33	24,044.61	9,340.80	0.00	75,877.74
0360-0000-341150		732.45	438.87	71.07	0.00	1,242.39
0361-0000-341154		244.15	146.29	19.69	0.00	410.13
0365.0000.341161		25.00	0.00	0.00	0.00	25.00
0372-0000-341144		976.60	585.16	94.76	0.00	1,656.52
0399-0000-208160		9,766.63	5,850.96	901.60	0.00	16,519.19
0399-0000-208170		0.00	0.00	10.00	0.00	10.00
0399-0000-208180		0.00	0.00	1.00	0.00	1.00
0399-0000-208235		976.60	585.16	78.76	0.00	1,640.52
0399-0000-208300		0.00	0.00	30.00	0.00	30.00
0399-0000-208352		1,462.90	875.74	112.14	0.00	2,450.78
0399-0000-208400		620.65	295.00	175.00	0.00	1,090.65
0399-0000-208425		4,731.60	2,526.00	186.30	0.00	7,443.90
0399-0000-208500		0.00	0.00	4.00	0.00	4.00
0399-0000-208720		100.00	0.00	0.00	0.00	100.00
0399-0000-208730		0.00	0.00	1.00	0.00	1.00
0399-0000-208850		150.00	0.00	0.00	0.00	150.00
0399-0000-208860		873.00	200.00	255.25	0.00	1,328.25
0399.0000.208703		486.30	290.58	33.38	0.00	810.26
0399-0000-208721		0.30	0.00	0.00	0.00	0.30
0399-0000-208415		13.70	6.68	0.12	0.00	20.50
0100-0000-207027		43.00	403.30	0.00	0.00	446.30
01.0100.0000.207017	DLQ FEE	0.00	448.80	0.00	0.00	448.80
TOTALS :		71,767.65	40,196.10	13,151.00	0.00	125,114.75

Consent Agenda
Commissioners Court - Regular Session

Date: 12/14/2010
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

Form Started By: Ursula Stone
Started On: 12/07/2010 04:25 PM
Final Approval Date: 12/09/2010

FrmAudASCF01 revision 8/24/09

Williamson County

Asset Status Change Form

Print Form

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

(•) TRANSFER bet ween county departments ( ) TRADE-IN for new assets of similar type for the county ( ) DESTRUCTION due to Public Health / Safety

( ) SALE at the earliest auction * ( ) DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	small tri-fold table			
1	small book case			

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/ Authorized Staff:

Tony Hill
Print Name

Signature 11-30-10 Date

Contact Person:

Tony Hill
Print Name

943-3314 Phone Number

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

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

Marty Griffith
Print Name

Signature Date

Contact Person:

Kathy Blankenship
Print Name

943-3517 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 _____

FrmAudASCF01 revision 8/24/09

Williamson County

Asset Status Change Form

Print Form

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

(•) TRANSFER bet ween county departments ( ) TRADE-IN for new assets of similar type for the county ( ) DESTRUCTION due to Public Health / Safety

( ) SALE at the earliest auction * ( ) DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
3	brown chairs			
3	blue chairs			
2	red chairs			
2	gray chairs			
1	small file cabinet			

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/ Authorized Staff:

Tony Hill
Print Name

Signature 11-30-10 Date

Contact Person:

Tony Hill
Print Name

943-3314
Phone Number

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

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

Marty Griffith
Print Name

Signature Date

Contact Person:

Kathy Blankenship
Print Name

943-3517
Phone Number

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Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 8/24/09

Williamson County

Asset Status Change Form

Print Form

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

- ○ TRANSFER bet ween county departments
- ○ TRADE-IN for new assets of similar type for the county
- ○ DESTRUCTION due to Public Health / Safety
- ◉ SALE at the earliest auction *
- ○ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	SNAP ON Tire Balancer model WB260B	G3 ICT 067		working

Parties involved:

FROM (Transferor Department): Fleet

Transferor - Elected Official/Department Head/ Authorized Staff:

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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

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

Mike Fox III

Print Name

Signature Date

Contact Person:

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 _____

FrmAudASCF01 revision 8/24/09

Williamson County

Asset Status Change Form

Print Form

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

(•) TRANSFER bet ween county departments ( ) TRADE-IN for new assets of similar type for the county ( ) DESTRUCTION due to Public Health / Safety

( ) SALE at the earliest auction * ( ) DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
18	Motorola, XTS2500I, Mod# H46UCDPW5BN	See attached list for serial numbers		Working
1	Motorola, XTL 2500, Mod# M21URM9PW 1 AN (W/Components)	S/N 514CJZ0020		Working
9	Motorola,Remote Speaker, kit# PMMN4045A	N/A		Working
12	Holster, hand held radio	N/A		Working

Parties involved:

FROM (Transferor Department): Building Maintenance

Transferor - Elected Official/Department Head/ Authorized Staff:

Gary Wilson
Print Name

Gary C Wilson
Signature

Date

Contact Person:

James Whetston
Print Name

+1 (512) 943-1599
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Williamson County Wireless Communication Shop

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

Catherine Roberts
Print Name

Catherine L Roberts
Signature

12-3-10
Date

Contact Person:

Print Name

512-943-3575
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 _____

Facilities radios

expansion

	SerialNumber	Alias	RCS ID
1	205CJZ3185	ADMIN 1	31700
2	205CJZ3188	ADMIN 2	31701
3	205CJZ3184	ADMIN 3	31702
4	205CJZ3180	ADMIN 4	31703
5	205CJZ3181	ADMIN 5	31704
6	205CJZ3183	ADMIN 6	31705
7	205CJZ3199	ADMIN 7	31706
8		ADMIN 8	31707
9		ADMIN 9	31708
10		ADMIN 10	31709
11	205CJZ3186	LOCKS 1	31710
12	205CJZ3196	LOCKS 2	31711
13		LOCKS 3	31712
14		LOCKS 4	31713
15	205CJZ3198	GEN TECH 1	31714
16	205CJZ3193	GEN TECH 2	31715
17	205CJZ3191	GEN TECH 3	31716
18	205CJZ3194	GEN TECH 4	31717
19	205CJZ3190	GEN TECH 5	31718
20		GEN TECH 6	31719
21		GEN TECH 7	31720
22		GEN TECH 8	31721
23		GEN TECH 9	31722
24		GEN TECH 10	31723
25	205CJZ3189	HVAC 1	31724
26	205CJZ3197	HVAC 2	31725
27	205CJZ3182	HVAC 3	31726
28	205CJZ3195	HVAC 4	31727
29		HVAC 5	31728
30		HVAC 6	31729
31		HVAC 7	31730
32		HVAC 8	31731
33	514CJZ0020	OFFICE	31732
34			31733

New Hire Confirmation
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Theresa Lock, Constable Pct. #3
Submitted For: Theresa Lock
Department: Constable Pct. #3
Agenda Category: Consent

Information

Agenda Item

Consider confirmation of Eric Marion Thomas as Pct. 3 Deputy Constable.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Thomas Confirmation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	12/09/2010 10:15 AM	APRV
4	Constable Pct. 3 (Originator)	Theresa Lock	12/09/2010 10:37 AM	APRV

Form Started By: Theresa Lock Started On: 12/08/2010 04:18 PM

Final Approval Date: 12/09/2010

OFFICE OF CONSTABLE
Bobby Gutierrez
Williamson County Precinct 3

MEMORANDUM

TO: **Williamson County Commissioner's Court**

FROM: **Bobby Gutierrez, Constable Pct.3**

DATE: **December 9, 2010**

SUBJECT: **Confirmation of Deputy Appointment**

Pursuant to LGC 86.011, I respectfully request your confirmation to the appointment of Eric Marion Thomas as Deputy Constable Precinct 3 to fill a deputy constable position vacancy.

Eric Thomas successfully completed an extensive selection process and background investigation to ensure we selected an experienced, well qualified and high caliber individual to serve Williamson County law enforcement.

Eric Thomas honorably served Williamson County Sheriff's Office from 2006 to present. He has also served the Texas Department of Public Safety from 2005 – 2006. He is held in high regard by his current and previous agency and is highly recommended. He is interested in continuing his service and dedication to Williamson County. He possesses the experience, maturity and integrity needed to be an effective deputy constable.

Your confirmation of Eric Marion Thomas as an appointed Precinct 3 Deputy Constable will help provide the previously approved resources to serve our community.

Respectfully,

Bobby Gutierrez, Constable Pct. 3

_____ _____

I have received a copy of this document Date

ESD No.2 Appointment
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Consent

Information

Agenda Item

Consider appointing Thomas E. Nanninga to serve on the ESD No. 2 Board to fill the unexpired term of Gwen King, until Dec. 31, 2010 and then to serve a two year term beginning on Jan. 1, 2011 and ending on Dec. 31, 2013.

Background

Commissioner Birkman and Commissioner Covey interviewed Mr. Thomas Nanninga and are recommending his appointment. He has also met with the current board and attended a board meeting. He would be filling an unexpired term of Gwen King who has resigned from the board. Her term was to end on Dec. 31, 2010. We are also recommending he be appointed to fill an additional 2 year term to begin on Jan. 1, 2011 and expire on Dec. 31, 2013.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Resume Thomas Nanninga

Form Routing/Status

Form Started By: Mary Clark Started On: 12/02/2010 08:17 AM

Final Approval Date: 12/09/2010

Thomas E. Nanninga

16811 Dorman Dr. Round Rock, TX 78681-3666
Phone (512) 965-5584 • e-mail: thomas.nanninga@gmail.com

Quality Assurance Analyst with 15 years experience in development, and documentation of test strategies. Pro-active, team player wanting to share knowledge and experience with colleagues in order to improve entire development process with focus on quality, customer service and profitability. Effective project manager delivering on time results to internal and external customers. Strengths include:

- Quest for Knowledge and Growth
- Positive Demeanor and Attitude
- Strong Communication Skills
- Complete Project Vision
- Ability & Willingness to Mentor
- Government Security Clearance

Skills

- 15 years experience within Software Development Life Cycle
- 15 years experience in Software Quality Assurance
- 15 years experience Writing Test Plans and Test Cases
- 15 years experience verifying test results
- 10 years experience as Test Lead
- 6 years experience with Automated Testing
- 6 years experience with Stress or Performance Testing

Professional Experience

Quality Assurance Consultant, Symantec, Austin, TX (Contract) March ’10 – Date

Design, Develop and Document entire test process, incl. Test Plans & Test Cases - Develop and maintain Test Environment, Servers, Clients and Configuration/Release process - Manage Test Processes & Priorities, incl. process verification and validation - Establish a structured configuration management process, version control process - Develop solutions for unforeseen problems, while improving work flow to improve cycle time - Develop automated smoke test framework preceding functional test process - Develop automated stress test framework - Establish input path allowing Beta customers direct input to future development

Quality Assurance Lead, State of Texas, Austin, TX (Contract) May ’08 – Dec ‘09

- Influential partner in complete redesign of test process to include verification and validation of migrational data
- Develop Test Plans, Test Cases, for Service Oriented Applications
- Develop automated Test Framework, editing QTP scripts
- Assist team partners with stress testing network during non prime time on White & Black Boxes
- Co-Host Bug Fix meetings between Iterations
- Posting Risk related Issues and Status Info Documents to Sharepoint.

Lead Software Test Analyst, Dell, Inc. Round Rock, TX Jan ’07 – April ‘08

- Analyze SRS documentation to create written test plans
- Develop Automated Test Cases using Quick Test Pro
- Perform Automated Test Cases used for Build Verification process
- Establish Benchmark test standards and estimates for future use
- Host and monitor weekly Defect Review Board to review status of open defects
- Coordination of test team staff in Europe, Brazil, and India
- Reporting of and elevating critical issues to mid level management and Project Leads
- Publish Test Plans, Automation Framework, Risk Analysis Project Documents to Sharepoint
- Develop automated tests for verification of End to End Business processes, using QTP

Quality Assurance Lead, Build Manager, C.S.I. Inc. Austin, TX (Contract) Mar ’05 – Aug ‘06

- Analyze SRS documentation to create test plans
- Develop Automated Smoke Tests using Quick Test Pro
- Develop Corporate Quality Assurance Processes
- Administration of defect data base and tools using BugZilla
- Develop regulated Configuration Management, using Visual Tools, Installshield.
- Constantly review Customer Design Requests, Stories to verify results followed customer expectations
- Design & Maintenance of test environment, with Black Boxes using MS Server 2003, SQL Server
- Monitor Customer Service, Technical Support issues and resources.

Software Configuration Mgr., Hart Intercivic, Austin, TX (Contract) Mar ’02 – Mar ‘05

- Develop Corporate SCM & Version Control process using Visual Tools.
- Create a storage depot Development & Quality Assurance, using Windows Server & VSS
- Create a Portal allowing access to Database for external defect reporting/tracking with Windows Server
- Regularly processing 6-12 build/release requests daily for Development and Quality Assurance staff Visual Tools and Installshield.

Quality Assurance Lead, Configuration Mgr., Eureka Software, Austin, TX Aug ’99 – Mar ‘02

- Develop automated test framework, using Silk Test
- Develop automated stress test, using LoadRunner
- Analyze SRS documentation to create written test plans
- Construction & Maintenance of test environments, with Black Boxes & varied server OS & RDBMS
- Develop structured version control process, improving Configuration Management process
- Develop automated build and delivery system using VSS & Installshield

Quality Assurance Lead Engineer, Compaq, Houston, TX (Contract) Aug '95 – July ‘99

- Testing proprietary drivers, Novell, Microsoft and Unix Network Operating Systems
- Testing white & black box functionality with Proprietary Tools
- Automated testing used Mercury Win Runner
- Direct and monitor functional testing through MS Project for automated & manual test processes
- Reported results on Excel spreadsheets to product developers and project leaders
- Design, develop, and maintain test lab, which included Enterprise and Desktop products
- Worked as SCM using WISE and Install Shield for construction and distribution of all test and release CD's

Education/ Certifications

- Bachelor of Business Administration, University of Houston, Houston, TX
- Certified Professional Insurance Agent Designation, Society of P.I.A.
- Certified Insurance Counselor Designation, Society of C.I.C
- IBM Professional Service Engineer Certification, (PSE)
- Compaq Accredited Computer Technician, (ACT)
- Certified Novell Administrator, (CNA)
- MCP Windows Server MCP Exchange Server
- Intro to Programming – ACC - 2008
- IIST Certified Software Test Professional – 2008
- Mercury QTP/TD/LR AIS Certification - 2008

Community Service

- Vice-President — Villas of Westador Homeowners Association
- Treasurer — Professional Insurance Agents of Houston
- Captain — Houston Fire Department (Retired)
- Captain — Ponderosa & Spring Volunteer Fire Depts. (Retired)
- Umpire — Spring - Klein Baseball Association

PSTP Update
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Richard Semple, Information Technology
Submitted For: Richard Semple
Department: Information Technology
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear and update on the Public Safety Technology Program

Background

Richard Semple will update the Court on the status of the Public Safety Technology Program.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Richard Semple
Started On: 12/03/2010 11:56 AM
Final Approval Date: 12/07/2010

CR 101 (US79 to Chandler Rd.) PSA
Commissioners Court - Regular Session

Date: 12/14/2010
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. CR 101 (US 79 to Chandler Road) Professional Service Agreement (PSA).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Link: CR101 PSA
Link: CR101 WA1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	11/30/2010 04:52 PM	APRV
2	Jim Gilger	Jim Gilger	12/01/2010 08:38 AM	APRV
3	County Judge Exec Asst.	Wendy Coco	12/01/2010 12:07 PM	APRV

Form Started By: Marie Walters
Started On: 11/29/2010 11:20 AM

Final Approval Date: 12/01/2010

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

RECEIVED
NOV 17 2010
BY: PST

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
- ☐ 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:	Hal C. Hawes Legal Advisor Office of Williamson County Judge 710 Main Street Suite 200 Georgetown, Texas 78626
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:	_____ _____ _____

OH ✓

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:

_____
Legal Advisor to the Williamson
County Commissioners Court

Funds Verified By:

_____
County Contract Auditor

OK
11/12/10

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
11/18/2010

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:	December 1, 2010
30% Submittal	May 1, 2011
60% Submittal	August 1, 2011
90% Submittal	November 1, 2011
100% Submittal	March 1, 2012

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
Williamson County
Exhibit D

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 Mustanee 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
Williamson County
Exhibit D

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
Williamson County
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	SENIOR TECH/EIT $112.00	CADD TECH $83.00	ADMIN / CLERICAL $68.00	Sub Total Hours	Hr/Unit	HDR Labor Cost
					Hours						
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

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 (101 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 (SW3P)																$ -
G.1. Stormwater Pollution Prevention Plan (SW3P)																$ -
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. HEC-RAS/LOMR																$ -
D. Construction Cost Estimate																$ -
E. Right-of-Entry Services																$ -
F. Permitting (TxDOT/WCCHD)																$ -
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 - Rigos Consultants:																
A. Geotechnical Soil Borings																$ -
B. Laboratory Investigation																$ -
C. Geotechnical Report																$ -
D. Geotechnical Engineering for Bridge Design																$ -
																$ -
TOTAL NUMBER OF SHEETS:														Column Total = 1768		
HOURS:		238	140	146	3	8	36	504	490	40	134	9	20	Sum Total = 1,695		
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 (101 Sections, 3 per Sheet)											$ -
D.1. Bridge Layouts											$ -
D.2. Structural Rating for Existing Little Mustanger 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/WCCUID)											$ -
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:										Column Total = 368	
HOURS:		4	20	22	48	66	8	6		Row Total = 368	
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

RECEIVED
NOV 17 2010
BY: PSI

Project Name: County Road 101

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 K Friese & Associates, Inc. (***the "Engineer"***).

Part1. The ***Engineer*** will provide the following engineering services:

See Exhibit B – Services to be Provided by Engineer

Part 2. The maximum amount payable for services under this Work Authorization without modification is $742,583.46.

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

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

Project Name: County Road 101

ATTACHMENT A (con't.)

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

ENGINEER:	COUNTY:
K Friese & Associates, Inc.	Williamson County, Texas
By: Karen Friese	By:
Signature	Signature
Karen A. Friese, P.E.	Dan A. Gattis
Printed Name	Printed Name
President	County Judge
Title	Title
11/16/10	
Date	Date

LIST OF EXHIBITS

OK
mg 11/19/2010

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

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

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:	December 1, 2010
30% Submittal	May 1, 2011
60% Submittal	August 1, 2011
90% Submittal	November 1, 2011
100% Submittal	March 1, 2012

Exhibit D – Fee Schedule

(Based on approved rates in PSA Exhibit II executed by Commissioners Court action)

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**

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
Williamson County
Exhibit D

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	SR. ENGR. TECH. $91.00	ENGR. TECH. $83.00	CADD TECH $52.00	CLERICAL $64.00	Sub Total Hours	Hr/Unit	KFA Labor Cost
						Hours							
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

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 = 3,985		
HOURS:		32	422		487	1056	936	820		132	Row Total = 3,985		
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
Williamson County
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	SENIOR TECH/EIT $112.00	CADD TECH $83.00	ADMIN / CLERICAL $68.00	Sub Total Hours	Hr/Unit	HDR Labor Cost
		Hours									
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:									Column Total = 750		
HOURS:		**95**	**46**	**203**	**124**	**64**	**202**	**16**	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**

COUNTY ROAD 101
Williamson County
Exhibit D

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 Ratings for Existing Little Mustange Cr. Bridge																$ -
D.3. Bridge Geometry Sheets																$ -
D.4. Estimated Quantities and Reinforcement Elevations																$ -
D.5. Bridge Section 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. Signage and Marking Layout Sheets																$ -
F.2. Signage 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/WCCHD)																$ -
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	76	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%	36.9%	48.6%	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

COUNTY ROAD 101
Williamson County
Exhibit D

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 (SW3P)											$ -
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%	26.6%	39.1%	4.8%	3.0%			

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

CR119 PSA

Commissioners Court - Regular Session

Date:	12/14/2010
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. CR119/CR100 (US79 to Chandler Road) Professional Service Agreement (PSA).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Link: CR119 PSA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	11/30/2010 04:52 PM	APRV
2	Jim Gilger	Jim Gilger	12/01/2010 08:38 AM	APRV
3	County Judge Exec Asst.	Wendy Coco	12/01/2010 12:07 PM	APRV

Form Started By: Marie Walters — Started On: 11/29/2010 11:30 AM

Final Approval Date: 12/01/2010

Contract No. CR 119 - Bury + Partners

RECEIVED
NOV 17 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)
- ☑ 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 – Attach.
- ☐ 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
Hal C. Hawes
Legal Advisor
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

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

ok
M

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.

BY: _____

Printed Name: Charles E. Fowler, Jr., P.E.

Title: Principal

WILLIAMSON COUNTY:

BY: _____

Williamson County Judge

Reviewed as to Form By:

Legal Advisor to the Williamson County Commissioners Court

Funds Verified By:

County Contract Auditor

OK
11/19/2010

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 E. Fowler, Jr., P.E
Printed Name

_____
Title

COUNTY:
Williamson County, Texas

By:_____
Signature

_____
Printed Name

County Judge
Title

OK
mg 11/15/2010

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.

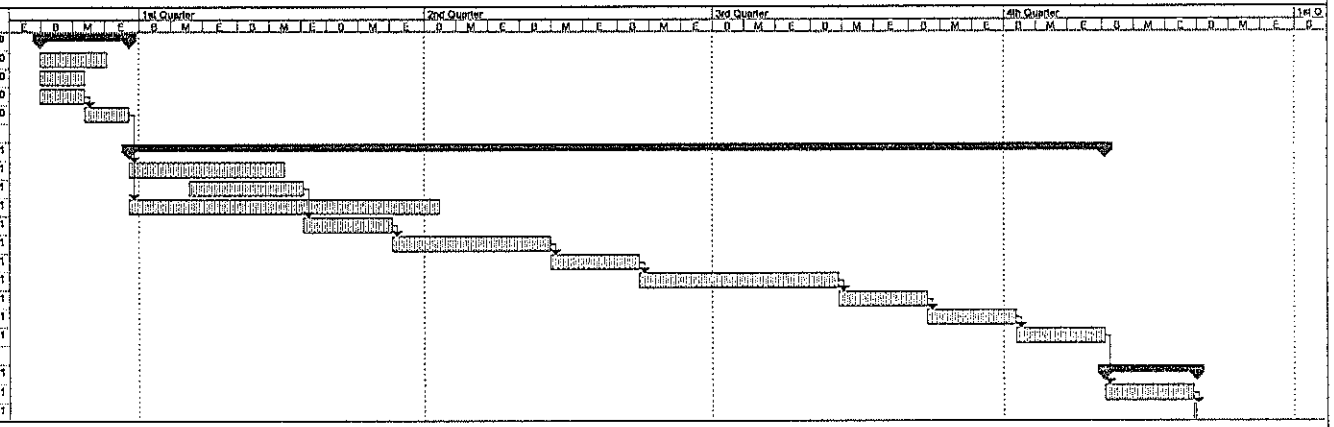
J. Reimbursables/Reproductions

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	20 days	Wed 12/1/10	Tue 12/28/10
2	Preliminary Survey and Alignment Study	15 days	Wed 12/1/10	Tue 12/21/10
3	Preliminary Structural Report	10 days	Wed 12/1/10	Tue 12/14/10
4	Environmental Assessment (provided by County)	10 days	Wed 12/1/10	Tue 12/14/10
5	County Review and Route Selection	10 days	Wed 12/15/10	Tue 12/28/10
6				
7	Design Process	220 days	Wed 12/29/10	Tue 11/1/11
8	Design Survey	35 days	Wed 12/29/10	Tue 2/15/11
9	30% Design Documents	20 days	Mon 1/17/11	Mon 2/21/11
10	ROW Parcel	70 days	Wed 12/29/10	Tue 4/5/11
11	County Review	20 days	Tue 2/22/11	Mon 3/21/11
12	60% Design Documents	30 days	Tue 3/22/11	Tue 5/3/11
13	County Review	20 days	Wed 5/11/11	Tue 6/7/11
14	90% Design Documents	45 days	Wed 6/8/11	Tue 8/9/11
15	County Review	20 days	Wed 8/10/11	Tue 9/6/11
16	100% Design Documents	20 days	Wed 9/7/11	Tue 10/4/11
17	County Review	20 days	Wed 10/5/11	Tue 11/1/11
18				
19	Bidding Process	21 days	Wed 11/2/11	Wed 11/30/11
20	Advertise for Bid	20 days	Wed 11/2/11	Tue 11/29/11
21	Award Bid	1 day	Wed 11/30/11	Wed 11/30/11



Project: Williamson County Road 119
Date: Tue 11/16/10

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											
ITEM	DESCRIPTION	ITEM COST	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
			$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)	$99,905.00	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	$1,500.00													
	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 subconsultant 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	$630.00
	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				GWW		
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 plats	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.

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OK
11/18/2010

EXHIBIT II

HOURLY RATES

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

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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

IRS Rate mg

Transportation:

By Firm's Passenger Vehicles	$ 0.75 per mile
By Firm's Survey Trucks	$ 0.75 per mile

*Please refer to Exhibit 1 Section 5.5

Subsistence for Out-of-City Work (Survey Field Crew) locale — Prevailing IRS approved rates for survey

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	90-GX-8796-7	01/01/10	01/01/11	EACH OCCURRENCE	$ 1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	$ 2,000,000
		[X] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$
B		AUTOMOBILE LIABILITY	F70-0774-E01-53K-9ZZ	01/01/10	01/01/11	COMBINED SINGLE LIMIT (Ea accident)	$
		[X] ANY AUTO				BODILY INJURY (Per person)	$ 1,000,000
		[ ] ALL OWNED AUTOS					
		[ ] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$ 1,000,000
		[X] HIRED AUTOS					
		[X] NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$ 1,000,000
		[X] Fleet					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
C	X	EXCESS/UMBRELLA LIABILITY	90-EX-1164-7	01/01/10	01/01/11	EACH OCCURRENCE	$ 5,000,000
		[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	$ 5,000,000
		[ ] 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	$
		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	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
		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. Zimmerman

© 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 occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		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,

Raba-Kistner Supp.#2 to US 79, sect. 3 PSA
Commissioners Court - Regular Session

Date: 12/14/2010
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 US 79, section 3 Professional Service Agreement (PSA) to allow for the execution of Work Authorization #3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Raba-Kistner Supp2 to US79-sect3 PSA

Link: Raba-Kistner US79-sect3 WA3

Form Routing/Status

Form Started By: Marie Walters — Started On: 12/08/2010 04:02 PM

Final Approval Date: 12/09/2010

RECEIVED
DEC 0 6 2010
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 $1,330,914.
II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from $1,000,000.00 to $1,330,914.
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

Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

EXHIBIT III

	Position	Unit	2008 On-Site	2008 Off-Site	2009 On-Site	2009 Off-Site
1.	Project Manager	/hr.		$217		$224.60
2.	Resident Engineer	/hr.	$110	$139	$113.85	$143.87
3.	Senior Inspector	/hr.	$70	$87	$72.45	$90.05
4.	Inspector	/hr.	$63	$77	$65.21	$79.70
5.	Junior Inspector	/hr.	$49	$60	$50.72	$62.10
6.	Records Keeper	/hr.	$45	$55	$46.58	$56.93
7.	Administrative Coordinator	/hr.		$56		$57.96
8.	Environmental Quality Specialist	/hr.				$157.49(1)
	SUBCONTRACTOR 1					
1.	Project Manager	/hr.	$140.00		$144.90	
2.	Surveyor (RPLS)	/hr.	$125.00		$129.38	
3.	Survey Tech	/hr.	$85.00		$87.98	
4.	2-Person Crew	/hr.	$125.00		$129.38	
5.	2-Person GPS Crew	/hr.	$175.00		$181.13	
6.	3-Person Crew	/hr.	$145.00		$150.08	
7.	Clerk	/hr.	$50.00		$51.75	

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

EXHIBIT III

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

EXHIBIT III

	MATERIAL TESTING	Unit	2008	2009
4.9	Concrete Cylinder Compressive Strength (TEX-418-E)	ea	$21.00	$21.74
4.10	Beam Flexural Strength (TEX-420-A or TEX-448-A)	ea	$33.60	$34.78
4.11	Coarse Aggregate Angularity (Superpave)	ea	$63.00	$65.21
4.12	Fine Aggregate Angularity (Superpave)	ea	$63.00	$65.21
4.13	Flat, Elongated Particles (TEX-224-F)	ea	$63.00	$65.21
4.14	Deleterious materials (Clay Lumps/Friable Part I) (TEX-413-A)	ea	$55.70	$57.65
4.15	Sand Equivalent (Clay Content) (TEX-203-A)	ea	$50.00	$51.75
5	**Testing of HMAC (Testing Performed at OVR Lab)**			
5.1	Sampling	hr	$46.20	$47.82
5.2	Specimen Molding, Bulk Density (3 per set)	ea	$58.00	$60.03
5.3	Gradation and Asphalt Content (TEX-236-F)	ea	$194.30	$201.10
5.4	Maximum Theoretical Specific Gravity, Rice Method (TEX-227-F)	ea	$42.00	$43.47
5.5	Specific Gravity, Bulk	ea	$21.00	$21.74
5.6	Sand Equivalent (TEX-203-F)	ea	$50.00	$51.75
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
	Other Direct Costs			
**	Miscellaneous Expenses	NTE		$5000.00(1)

>> 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 $1,096,783.

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:	COUNTY:
Raba-Kistner Infrastructure, Inc.	Williamson County, Texas
By: _____ Signature	By: _____ Signature
John A. Roberts Printed Name	_____ Printed Name
Vice President Title	_____ Title

OK

Rev. 5
Revision Date: 12-02-2010

Raba-Kistner Infrastructure, Inc.

Task	Position/Service Description	Unit	2009 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	$ 224.60	45	$10,106.78	100	$22,459.50	100	$22,459.50	90	$20,213.55	100	$22,459.50	32	$7,187.04	32	$7,187.04	40	$8,983.80	32	$7,187.04	32	$7,187.04	32	$7,187.04	32	$7,187.04	16	$3,593.52	16	$3,593.52	16	$3,593.52	8	$1,796.76	$162,382.19
P.E.S.	Resident Engineer	hr	$ 113.85	25	$2,846.25	225	$25,616.25	180	$20,493.00	180	$20,493.00	225	$25,616.25	180	$20,493.00	180	$20,493.00	225	$25,616.25	180	$20,493.00	180	$20,493.00	225	$25,616.25	180	$20,493.00	180	$20,493.00	225	$25,616.25	160	$18,216.00	160	$18,216.00	$331,303.50
P.E.S.	Senior Inspector	hr	$ 72.45			225	$16,301.25	180	$13,041.00	180	$13,041.00	225	$16,301.25	180	$13,041.00	180	$13,041.00	225	$16,301.25	180	$13,041.00	180	$13,041.00	225	$16,301.25	180	$13,041.00	180	$13,041.00	225	$16,301.25	160	$11,592.00	160	$11,592.00	$209,018.25
P.E.S.	Inspector	hr	$ 65.21	9	$586.85	100	$6,520.50	80	$5,216.40	80	$5,216.40	100	$6,520.50	80	$5,216.40	80	$5,216.40	100	$6,520.50	80	$5,216.40	80	$5,216.40	100	$6,520.50	80	$5,216.40	80	$5,216.40	100	$6,520.50	80	$5,216.40	80	$5,216.40	$85,353.35
P.E.S.	Junior Inspector	hr	$ 62.10																																	
P.E.S.	Records Keeper	hr	$ 56.93	5	$284.63	100	$5,692.50	80	$4,554.00	80	$4,554.00	100	$5,692.50	80	$4,554.00	80	$4,554.00	100	$5,692.50	80	$4,554.00	80	$4,554.00	100	$5,692.50	80	$4,554.00	80	$4,554.00	100	$5,692.50	80	$4,554.00	80	$4,554.00	$74,287.13
P.E.S.	Administrative Technician	hr	$ 57.96																																	
P.E.S.	Environmental Quality Specialist	hr	$ 157.49	9	$1,417.41	16	$2,519.84	16	$2,519.84	16	$2,519.84	8	$1,259.92					8	$1,259.92					8	$1,259.92					8	$1,259.92					$14,016.61
	Subtotal Construction Management				**$15,241.91**		**$79,109.84**		**$68,283.74**		**$66,037.79**		**$77,849.92**		**$50,491.44**		**$50,491.44**		**$64,374.22**		**$50,491.44**		**$50,491.44**		**$62,577.46**		**$50,491.44**		**$46,897.92**		**$58,983.94**		**$43,171.92**		**$41,375.16**	**$876,361.02**
	MATERIAL TESTING																																			
1	**Field Technician (2 hr. minimum)**																																			
1.1	Junior Soil Technician	hr	$ 47.82			50	$2,390.85	50	$2,390.85	50	$2,390.85	40	$1,912.68	20	$956.34																					$10,041.57
1.2	Senior Technician (Soils or Concrete)	hr	$ 54.34			31	$1,684.46	31	$1,684.46	31	$1,684.46	31	$1,684.46	31	$1,684.46	31	$1,684.46	31	$1,684.46	31	$1,684.46	31	$1,684.46	31	$1,684.46	31	$1,684.46	31	$1,684.46							$21,898.01
1.3	Concrete Technician (ACI Grade I)	hr	$ 47.82			6	$286.90	6	$286.90	6	$286.90	6	$286.90	6	$286.90	6	$286.90	4	$191.27																	$1,912.68
1.4	**Asphalt Technician**																																			
1.4.1	TxDOT Certified Technician (Level IA and IB)	hr	$ 47.82					64	$3,060.29	72	$3,442.82	88	$4,207.90	88	$4,207.90	88	$4,207.90	88	$4,207.90	88	$4,207.90	160	$7,650.72	32	$1,530.14											$36,723.46
1.4.2	TxDOT Certified Technician (Level II)	hr	$ 54.34					10	$543.38	10	$543.38	12	$652.05	12	$652.05	12	$652.05	12	$652.05	12	$652.05	12	$652.05	10	$543.38											$5,542.43
2	**Field Testing Equipment (2 hr. minimum, technician time not included)**																																			
2.1	Vehicle	mi	$ 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	$ 32.60							3	$97.81	3	$97.81	3	$97.81	3	$97.81	3	$97.81	3	$97.81	3	$97.81	3	$97.81											$782.46
2.2.1	Core Bit Charges																																			
2.2.1.1	3 Inch Diameter Core	ea	$ 3.83																																	
2.2.1.2	4 Inch Diameter Core	ea	$ 4.86																																	
2.2.1.3	6 Inch Diameter Core	ea	$ 6.52					4	$26.08	8	$52.16	8	$52.16	8	$52.16	4	$26.08	4	$26.08	4	$26.08	4	$26.08	4	$26.08											$312.98
3	**Testing of Soils and Base Materials**																																			
3.1	Sampling	hr	$ 47.82																																	
3.2	Field Nuclear Density (TEX-115-E)	ea	$ 34.78			16	$556.42	16	$556.42	16	$556.42	16	$556.42	16	$556.42	16	$556.42	16	$556.42	16	$556.42	16	$556.42	16	$556.42											$5,564.16
3.3	Sample Preparation (TEX-101-E)	ea	$ 51.13			8	$409.03	8	$409.03	8	$409.03	8	$409.03	8	$409.03	8	$409.03	4	$204.52	4	$204.52	4	$204.52	4	$204.52											$3,272.26
3.4	Natural Moisture Content (TEX-103-E)	ea	$ 17.39			8	$139.10	8	$139.10	8	$139.10	6	$104.33	2	$34.78																					$556.42
3.5	Sieve Analysis (TEX-110-E)	ea	$ 63.03			4	$252.13	4	$252.13	4	$252.13	4	$252.13	4	$252.13																					$1,260.63
3.6	Atterberg Limits (Liquid & Plastic Limits) (TEX-104-E,TEX-105-E,TEX-106-E)	ea	$ 63.03			4	$252.13	4	$252.13	4	$252.13	4	$252.13	4	$252.13																					$1,260.63
3.7	Percent Passing No. 200 Sieve (TEX-111-E)	ea	$ 40.26			4	$161.05	4	$161.05	4	$161.05	4	$161.05	4	$161.05																					$805.23
3.8	Bar Linear Shrinkage of Soils (TEX-107-E) if required by spec	ea	$ 51.13																																	
3.9	Moisture Density Relationship (TEX-113-E) Compaction Test	ea	$ 228.22			1	$228.22	1	$228.22	1	$228.22	1	$228.22	1	$228.22	1	$228.22																			$1,369.31
3.10	Moisture Density Relationship (TEX-114-E, Part I) Compaction Test	ea	$ 228.22																																	
3.11	Moisture Density Relationship (TEX-114-E, Part II) Compaction Test	ea	$ 249.95																																	
3.12	Texas Triaxial Compression Test on Base Material TEX-117-E, Part II; Including the following:	ea	$ 1,797.48																																	
3.13	Molding, Curing, and Testing 8 Specimens	ea	$ 1,141.09																																	
3.3	Sample Preparation (TEX-101-E)	ea	$ 51.13																																	
3.5	Sieve Analysis (TEX-110-E)	ea	$ 63.03																																	
3.6	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	ea	$ 63.03																																	
3.8	Bar Linear Shrinkage of Soils (TEX-107-E)	ea	$ 51.13																																	
3.9	Moisture Density Relationship (TEX-113-E) Compaction Test	ea	$ 228.22																																	
3.14	Wet Ball Mill (TEX-116-E)	ea	$ 199.96																																	
3.15	Soil Specific Gravity (TEX-108-E)	ea	$ 59.82																																	
3.16	Soil Lime Compression Test (TEX-121-E)	ea	$ 65.21																																	
3.17	Resistivity of Soils (TEX-129-E)	ea	$ 86.94																																	
3.18	Lime Series Curve (TEX-112-E)	point	$ 86.94			4	$347.76	4	$347.76	4	$347.76	2	$173.88	2	$173.88																					$1,391.04
3.19	pH of Soil (TEX-128-E)	ea	$ 77.63																																	
	Thickness (TEX-140-E)	ea	$ 45.00			5	$225.00	5	$225.00	5	$225.00	5	$225.00	5	$225.00	5	$225.00																			$1,350.00
	Determining Sulfate Content in Soils (TEX-145-E)	ea	$ 80.30			20	$1,606.00	20	$1,606.00	20	$1,606.00	20	$1,606.00																							$6,424.00
4	**Testing of Concrete**																																			
4.1	Sampling	hr	$ 47.82																																	
4.2	Aggregate Gradation Analysis (TEX-401-A)	ea	$ 63.03			1	$63.03	1	$63.03	1	$63.03	1	$63.03	1	$63.03	1	$63.03																			$378.19
4.3	Specific Gravity of Aggregate (TEX-403-A) (Includes Absorption)	ea	$ 48.96			1	$48.96	1	$48.96	1	$48.96	1	$48.96	1	$48.96	1	$48.96																			$293.73
4.4	Unit Weight of Aggregate	ea	$ 32.60			1	$32.60	1	$32.60	1	$32.60																									$97.81
4.5	Abrasion Test (TEX-410-A)	ea	$ 217.35																																	
4.6	Decantation (TEX-406-A)	ea	$ 27.22			1	$27.22	1	$27.22			1	$27.22																							$81.66
4.7	Organic Impurities (TEX-408-A)	ea	$ 43.47			1	$43.47			1	$43.47			1	$43.47																					$130.41
4.8	Soundness, Sodium, or Magnesium (TEX-411-A)	cyc	$ 63.03																																	
4.9	Concrete Cylinder Compressive Strength (TEX-418-E)	ea	$ 21.74			4	$86.94	4	$86.94	4	$86.94	4	$86.94	4	$86.94	4	$86.94																			$521.64
4.10	Beam Flexural Strength (TEX-420-A or TEX-448-A)	ea	$ 34.78																																	
4.11	Coarse Aggregate Angularity (Superpave)	ea	$ 65.21																																	
4.12	Fine Aggregate Angularity (Superpave)	ea	$ 65.21																																	
4.13	Flat, Elongated Particles (TEX-224-F)	ea	$ 65.21																																	
4.14	Deleterious materials (Clay Lumps/Friable Part I) (TEX-413-A)	ea	$ 57.65			1	$57.65																													$57.65
4.15	Sand Equivalent (Clay Content) (TEX-203-A)	ea	$ 51.75			1	$51.75																													$51.75
5	**Testing of HMAC (Testing Performed at OVR Lab)**																																			
5.1	Sampling	hr	$ 47.82																																	
5.2	Specimen Molding, Bulk Density (3 per set)	ea	$ 60.03					21	$1,260.63	21	$1,260.63	21	$1,260.63	21	$1,260.63	21	$1,260.63	21	$1,260.63	21	$1,260.63	21	$1,260.63	21	$1,260.63	3	$180.09									$11,525.76
5.3	Gradation and Asphalt Content (TEX-236-F)	ea	$ 201.10					6	$1,206.60	6	$1,206.60	6	$1,206.60	6	$1,206.60	5	$1,005.50	5	$1,005.50	5	$1,005.50	5	$1,005.50	4	$804.40											$9,652.82
5.4	Maximum Theoretical Specific Gravity, Rice Method (TEX-227-F)	ea	$ 43.47					21	$912.87	21	$912.87	21	$912.87	21	$912.87	21	$912.87	21	$912.87	21	$912.87	21	$912.87	21	$912.87	3	$130.41									$8,346.24
5.5	Specific Gravity, Bulk	ea	$ 21.74					21	$456.44	21	$456.44	21	$456.44	21	$456.44	21	$456.44	21	$456.44	21	$456.44	21	$456.44	21	$456.44	3	$65.21									$4,173.12
5.6	Sand Equivalent (TEX-203-F)	ea	$ 51.75																																	
	Fineness Modulus	ea	$ 11.00			1	$11.00																													$11.00
	Voids in Mineral Aggr. (VMA) (TEX-207-F) (Calc. only)	ea	$ 15.00					21	$315.00	21	$315.00	21	$315.00	21	$315.00	21	$315.00	21	$315.00	21	$315.00	21	$315.00	21	$315.00	3	$45.00									$2,880.00
	Moisture Content (TEX-212-F)	ea	$ 20.00					1	$20.00																											$20.00
	Hamburg Wheel Track (TEX-242-F)	ea	$ 575.00					3	$1,725.00																											$1,725.00
	In-Place Air Voids (TEX-207-F)	ea	$ 30.00					21	$630.00	21	$630.00	21	$630.00	21	$630.00	21	$630.00	21	$630.00	21	$630.00	21	$630.00	21	$630.00	3	$90.00									$5,760.00
6	**Engineering Consultation**																																			
6.1	Senior Consultant/Project Principal	hr	$ 130.41					8	$1,043.28	8	$1,043.28																									$2,086.56
	Subtotal Materials Testing				$2,393.50		$11,355.16		$22,390.86		$21,168.53		$20,263.32		$17,647.68		$15,546.73		$14,694.44		$14,403.17		$17,845.99		$11,415.64		$4,688.67		$4,077.96		$4,077.96		$2,393.50		$2,393.50	$186,656.60
	SURVEY CONSTRUCTION QA - Subcontractor (SAM, Inc)																																			
Survey	Project Manager	hr	$ 144.90	3	$434.70	3	$434.70					3	$434.70	3	$434.70					3	$434.70	3	$434.70					3	$434.70	3	$434.70					$3,477.60
Survey	Surveyor (RPLS)	hr	$ 129.38																																	
Survey	Survey Tech	hr	$ 87.98	4	$351.90							4	$351.90							4	$351.90							4	$351.90					$1,407.60
Survey	Clerk	hr	$ 51.75																																	
Survey	2-Person GPS Crew	hr	$ 181.13	40	$7,245.00							40	$7,245.00							40	$7,245.00							40	$7,245.00					$28,980.00
Survey	2-Person Crew	hr	$ 129.38																																	
Survey	3-Person Crew	hr	$ 150.08																																	
	Subtotal Survey Construction QA				$8,031.60		$434.70						$8,031.60		$434.70						$8,031.60		$434.70						$8,031.60		$434.70				$33,865.20
	TOTAL COST				**$25,667.01**		**$90,899.70**		**$90,674.60**		**$87,206.32**		**$106,144.84**		**$68,573.82**		**$66,038.17**		**$78,968.66**		**$72,926.21**		**$68,772.13**		**$73,993.10**		**$55,080.11**		**$59,007.48**		**$63,496.60**		**$45,565.42**		**$43,768.66**	**$1,096,783**

Alba Supp.#2 to Utility Coordination PSA
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Alba Consulting, Inc. Supplemental #2 to their Utility Coordination Professional Service Agreement (PSA) to allow for the execution of Supplemental #2 to Work Authorization #3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Alba Supp2 to Utility Coordination PSA

Link: Alba Supp2 to WA3 Utility Coordination

Form Routing/Status

Form Started By: Marie Walters — Started On: 12/08/2010 04:15 PM

Final Approval Date: 12/09/2010

RECEIVED
DEC 0 3 2010
BY: PST

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 Alba Consulting Inc. *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on July 8, 2008 ;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 limits the agreement to $ 2,732,806.16 as amended by Supplemental Agreement No. 1; and,

WHEREAS, the ***"Compensation Cap"*** in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to $ 2,732,806.16 as amended by Supplemental Agreement No. 1; 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 1.1 is hereby increased from $ 2,732,806.16 to $ 2,982,806.16 .
II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from $ 2,732,806.16 to $ 2,982,806.16 .
III. The hourly Rates in the original Exhibit II are not changed.

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: _____
Signature

Jesse C. Alba
Printed Name

President
Title

12-2-2010
Date

COUNTY:

By: _____
Signature

Dan A. Gattis
Printed Name

County Judge
Title

_____
Date

OK
mky

RECEIVED
DEC 0 3 2010
BY: PSI

ATTACHMENT A
SUPPLEMENTAL NO. 2 TO
WORK AUTHORIZATION NO. 3

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 Alba Consulting, Inc. (***the "Engineer"***).

Part1. The ***Engineer*** will provide the following engineering services:

See ALBA08 - Utility Coordination Services or latest edition.

Part 2. The maximum amount payable for services under this Work Authorization #3 without modification has been increased by $250,000.00 making the new total authorized amount $1,166,498.93.

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 03/31/2011, unless extended by a Supplemental Work Authorization.

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

ATTACHMENT A (con't.)

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

ENGINEER:	COUNTY:
Alba Consulting, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Jesse C. Alba	Dan A. Gattis
Printed Name	Printed Name
President	County Judge
Title	Title
12-7-2010	
Date	Date

LIST OF EXHIBITS

OK
MJ

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

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

HNTB Supp.#5 to On-Call PSA
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving HNTB Supplemental #5 to their on-call Professional Service Agreement (PSA).

Background

This Supplemental does not increase any rates on the current schedule. It only adds two new rates not previously included (denoted by an asterisk).

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: HNTB Supp5 to on-call PSA

Form Routing/Status

Form Started By: Marie Walters
Started On: 12/08/2010 04:44 PM
Final Approval Date: 12/09/2010

RECEIVED
DEC 0 8 2010
BY: PSI

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 5
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 HNTB *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on December 12, 2006;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 limits the agreement as amended by Supplemental Agreement No. 4 to $3,500,000.00; and,

WHEREAS, the "***Compensation Cap***" in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement as amended by Supplemental Agreement No. 4 to $3,500,000.00; 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 1.1 remains unchanged.
II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 remains unchanged.
III. Exhibit II is hereby amended as shown in the Exhibit II attached. The Billing Rates listed in Exhibit II are the same rates listed in exhibit D-2 of the current Work Authorizations with the addition of two new rate classifications.

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:_____
Signature

_____
Printed Name

_____
Title

_____
Date

COUNTY:
By:_____
Signature

_____
Printed Name

_____
Title

_____
Date

EXHIBIT II

HOURLY RATES AND CLASSIFICATIONS

	Classification	Billing Rates
*	Bridge Specialist	$265
	Project Principal	$203
	Environmental Director	$187
	Sr. Project Manager	$185
*	Project Manager II	$155
	Project Manager	$140
	Sr. Engineer	$130
	Construction Manager	$140
	Business Manager	$115
	Deputy Project Manager	$120
	Sr. Construction Specialist	$120
	Environmental Specialist	$109
	Engineer IV	$109
	Construction Representative	$100
	Sr. CADD Technician	$99
	Sr. Environmental Tech/Planner	$94
	Engineer III	$94
	Project Administrator	$86
	Environmental Tech/Planner	$85
	Engineer II	$80
	Construction Technician	$70
	Engineer I/CADD Technician	$65
	Administrative Assistant	$63
	Expert Witness Testimony	$240

* Denotes new rate category.

Halff RM 620 Supplemental #5 to PSA
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Halff Associates, Inc. Supplemental #5 to their RM 620 Professional Service Agreement (PSA) to allow for the execution of Work Authorization #5 PS&E for Cornerwood Dr. to Wyoming Springs Dr.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Halff Supp5 to RM620 PSA

Link: Halff WA5 RM620

Form Routing/Status

Form Started By: Marie Walters — Started On: 12/08/2010 03:58 PM

Final Approval Date: 12/09/2010

RECEIVED
DEC 0 8 2010
BY: PST

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 5
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 Halff Associates, Inc. *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on **February 14, 2007**; Supplemental #1 on March 6, 2007; Supplemental #2 on August 5, 2008; Supplemental #3 on December 23, 2008; and Supplemental #4 on January 11, 2010.

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 as amended by Supplemental Agreement 4 limits the agreement to **$1,330,925.85**; and,

WHEREAS, the "***Compensation Cap"*** in Exhibit 1, Section 4, Item 4.3 as amended by Supplemental Agreement 4 limits the maximum amount payable under the agreement to $**1,385,000.00**; 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 1.1 is hereby increased from **$1,330,925.85** to **$1,935,145.85**.
II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from **$1,385,000.00** to **$2,000,000.00**.

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: Michael A Maya
Signature

Michael A. Maya
Printed Name

Vice President
Title

12/8/2010
Date

COUNTY:
By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

OK
m 12/9/2010

RECEIVED
DEC 0 8 2010
BY: PST

Project Name: RM 620 Safety Improvements PS&E

ATTACHMENT A

WORK AUTHORIZATION NO. 5

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 Halff Associates, Inc. (***the "Engineer"***).

Part1. The ***Engineer*** will provide the following engineering services:

Provide Professional Engineering Services for the production of Engineering Plans, Specifications and Estimates from west of Cornerwood Drive to east of Wyoming Springs Drive.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $604,220.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on June 30, 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.

Project Name: RM 620 Safety Improvements PS&E

ATTACHMENT A (con't.)

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

ENGINEER:	COUNTY:
Halff Associates, Inc.	Williamson County, Texas
By: Michael A Moya	By:
Signature	Signature
Michael A. Moya	Dan A. Gattis
Printed Name	Printed Name
Vice President	County Judge
Title	Title
12/8/2010	
Date	Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

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

OK MM 12/8/2010

EXHIBIT A

SERVICES PROVIDED BY THE COUNTY FOR

ENGINEERING PLANS, SPECIFICATIONS & ESTIMATES FOR RM 620 SAFETY IMPROVEMENTS FROM CORNERWOOD DRIVE TO WYOMING SPRINGS DRIVE IN WILLIAMSON COUNTY

Informational Services by County

The County will make the following available to the Engineer:

- Provide completed (100%) plans (produced by others) and electronic files that represent the planned improvements to Great Oaks Drive and O'Connor Drive-including traffic signal plans.
- Latest Williamson County General notes and direction on the use of TXDOT General notes; include available karst feature and other environmental general notes
- Williamson County Title sheet example
- Review Engineer work progress, schedules, reports, preliminary/detailed plans, and cost estimates in a timely manner.

Coordination Services by County

- Advertise and publish legal notices to support the project letting
- Post and Maintain project information on the County website.
- Distribute / mail / advertise public meeting notices and newsletters
- Review Engineer work progress, schedules, reports, preliminary/detailed plans and cost estimates in a timely manner.
- Provide assistance with the acquisition of signatures for cover sheets. if the Engineer's efforts to acquire signatures is met with opposition
- Support project development with stakeholders such as agencies and the private sector.
- Provide/obtain permits not specifically identified in Exhibit B

EXHIBIT B

SERVICES PROVIDED BY THE COUNTY FOR

ENGINEERING PLANS, SPECIFICATIONS & ESTIMATES FOR RM 620 SAFETY IMPROVEMENTS FROM CORNERWOOD DRIVE TO WYOMING SPRINGS DRIVE IN WILLIAMSON COUNTY

Highway : RM 620
Limits : west of Cornerwood Drive
To: east of Wyoming Springs Drive
Project Length: Approximately 2.086 Miles

INTRODUCTION

The following scope of work describes the services to be provided by Halff Associates Inc., **The Engineer**, for Williamson County, **The County,** for improvements to RM 620, from west of Cornerwood Drive to east of Wyoming Springs Drive in Williamson County. The length of the project is approximately 2.086 miles.

Project management services for the County will by provided by the County's Program Manager (Prime Strategies, Inc.), or it's General Engineering Consultant (HNTB Corporation). The completion of Services is based upon the enclosed schedule, EXHIBIT C.

The Engineer shall develop plans, specifications and estimates (PS&E) for the reconstruction of RM 620 from an existing four/five-lane rural roadway to a four-lane urban roadway with shoulders and turn lanes meeting Texas Department of Transportation (TxDOT) Design Criteria. The proposed improvements will be developed within the right-of-way limits established during previous preliminary engineering studies.

The major elements of the work (PS&E development) include, plans development (title sheet, index of sheets, quantity summary tables, typical sections, project layout, traffic control plans by phase, construction narrative, roadway plan and profile sheets, removal plans driveway design and detail sheets, grading details, miscellaneous details, drainage hydraulic data sheets, drainage area maps, drainage plan and profiles and lateral profiles, water quality facilities, culvert layouts, signing and pavement marking sheets, and SW3P sheets). Other services provided by the Engineer include the development of an Engineer's Opinion of Probable Cost, the review and selection of standard Williamson County/TxDOT general notes and the inclusion of project specific general notes or special specifications, and bid phase services.

This scope and fee are based upon the accelerated schedule mandated by the County for final plan completion in February 2011. If the letting schedule is delayed significantly or additional submittals beyond the ones identified in this scope are required, additional budget may be required to complete the plans.

Construction plans developed will be based on the schematic design document that was developed and previously submitted on 11/12/2010 for this project. Supplemental may be necessary for significant changes to the proposed geometry.

TASK 1 - PROJECT MANAGEMENT AND COORDINATION

Engineer, in association with the Williamson County Road Bond Manager, herein referred to as "Program Manager", will be responsible for directing/coordinating all activities associated with redesigning RM 620 ("Project").

1.1 - Monthly Progress Reports, Invoices, and Billings

Engineer will adhere to Project schedule(s) and prepare Monthly Progress Reports. These Reports will include, but not be limited to:

A. TASKS completed during the reporting period.
B. TASKS/Objectives planned for upcoming periods.
C. Problems encountered and the actions to remedy them.
D. Overall Project status, including a tabulation of TASK percentage complete, management schedule indicating Project development progress, and supporting documentation.

Engineer and sub-consultant invoices will be submitted to the Program Manager. A copy of the monthly progress report will be submitted to the GEC.

Deliverables

- Progress Report (2 copies per Invoice/Billing). One to Program Manager, one to GEC
- Invoices (1 copy per Billing).

1.2 – Project Coordination/Administration

Develop and maintain effective communication between Engineer, Program Manager, and other entities. Engineer will oversee preparation of documents and manage Project activities:

A. Coordination. Correspondence and coordination will be handled through, and with the concurrence of, the Program Manager/GEC.
B. Lines of Communication. Communications between the Engineer and the County is via the Program Manager/GEC unless otherwise directed by the Program Manager or County. Engineer shall designate one Texas Registered Professional Engineer as the Project (Services) Manager responsible for Project management and all Program Manager Communications.
C. Administration. The Engineer will manage Project activities (including documenting emails and phone and conference calls, maintain project files for the length of the project, and scheduled/unscheduled meetings), direct Engineer's team/staff correspondence with County, and assist the County in preparing responses to Project-related internal/external inquiries.
D. Project Meetings. Approximately 8 meetings involving Engineer are forecasted with external parties:

1) Program Manager/GEC (4 meetings);
2) TXDOT (3 meetings);
3) other consulting firms including private developer's engineer (1 meetings); and

When time and circumstances allow, Engineer will discuss as necessary any known meeting agendas with the Program Manager prior to each meeting to ensure that released information is appropriate and correct. Project data collected will not be released to any non-County office and/or the public at-large without Program Manager approval. Engineer will document all Project-related meetings attended by the Engineer and will forward meeting minutes to the GEC unless meeting minutes are provided by another party. Engineer will maintain an

ongoing, functional Catalogue of attendee names, dates, locations, names/telephone numbers/addresses, and all matters discussed.

E. Project Quality Assurance/Quality Control. The Engineer will provide quality assurance and quality control (QA/QC). Each scheduled submittal to The County shall receive QA/QC, as schedule allows.

F. Release of Information. The Engineer will post computer files and project information on the County web-based file transfer system at milestone plan submissions as required and at the request of the County and/or representatives.

G. Document Printing and Distribution. Engineer will be responsible for printing copies of all draft and final documents, reports, etc. produced for the Project unless otherwise defined by a specific Task described herein. Copies may be double-sided as agreed to by GEC. The County office will be responsible for distribution of draft and final documents (excluding minutes) to agencies and organizations and when responding to public inquiries.

TASK 2 – UTILITY COORDINATION/SUBSURFACE UTILITY ENGINEERING

Halff Associates, Inc. shall perform all Subsurface Utility Engineering (SUE), Utility Adjustment Coordination, and Utility Engineering services for approximately seven (7) utilities as listed below:

- AT&T – Telephone/Fiber Optic Cable
- Grande Communications –Fiber Optic Cable/Cable TV
- Time Warner Cable –Fiber Optic Cable/Cable TV
- ATMOS - Gas
- ONCOR – Electric Distribution
- City of Round Rock –Water
- Brushy Creek MUD – Water/Wastewater

The work to be performed by the Engineer under this contract shall consist of providing engineering services required for SUE, Utility Adjustment Coordination, and Utility Engineering on RM 620 from Cornerwood Drive to Wyoming Springs Road. The existing utility file will be referenced into the current roadway design sheets to create a test hole location work plan. Based on the review of existing utilities and proposed roadway design sheets, approximately 20 test holes will be required. A sketch of the area to be included for the proposed test hole locations "Level A" will be provided prior to the start of the work and must be approved by the County. It is not anticipated that traffic control will be required for the QL A work requested.

These services include SUE, utility adjustment coordination, and utility engineering activities including but not limited to, meeting and contact with all utilities on the project, initial project notifications, preparation of existing utility layouts, providing progress reports, preparation of contact lists, preparation and review of reimbursable utility agreements/permits, review of conflicts between the utilities and the proposed project, resolutions of all utility conflicts, creation of a utility conflict list, creation of a utility tracking report, review of all of the proposed utility adjustments, and recommendations for the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the engineer's responsibilities, as listed in the following scope.

Limitations: Final utility plans are for design purposes only and reflect subsurface utilities conditions at the time the information is/was collected. Existing utility locations depicted on the plans are not for construction purposes. Contractor shall call "One Call" before excavating as required by law.

2.1 – Responsible Parties

A. **Utility Coordinator (UC):** Herein referred to as the provider performing services in a non-engineering capacity.
B. **Engineer:** Herein referred to as the provider performing services in a professional engineering capacity. This person shall be a registered Professional Engineer.

2.2 – Subsurface Utility Engineering (SUE) including utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as follows.

A. Utility Quality Levels are defined in cumulative order (least to greatest) as follows
    1. Quality Level D - Existing Records: Utilities are plotted from review of available existing records.
    2. Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information.
    3. Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B.
    4. Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.
B. Designate (Quality Level B), Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality levels C and D.
    1. The Engineer shall:
        a. Verify the designating work completed June 2007 performed by Halff along RM 620. Designate, record and mark the horizontal location of the existing utility facilities that were installed after June 2007 using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the County. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.
        b. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable will be prepared and delivered to the County. It is understood by both the Engineer and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable.
        c. Clearly identify all utilities that were discovered from quality levels C and D investigation, but can not be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.
C. Subsurface Utility Locate (Test Hole) Service (Quality Level A), Locate means to obtain

precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. Perform up to sixteen (16) test holes.

1. The Engineer shall:
   a. Review requested test hole locations and advise the County in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
   b. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
   c. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
   d. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
      i. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
      ii. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
      iii. Elevation of existing grade over utility at test hole location.
      iv. Horizontal location referenced to project coordinate datum.
      v. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
      vi. Utility facility material(s).
      vii. Utility facility condition.
      viii. Pavement thickness and type.
      ix. Coating/Wrapping information and condition.
      x. Unusual circumstances or field conditions.
   e. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.
   f. Be responsible for any damage to the utility during the locating process. In the event of damage, the Engineer shall stop work, notify the appropriate utility facility owner, County, and appropriate regulatory agencies. The regulatory agencies include, but are not limited to the Texas Railroad Commission and the Texas Commission on Environmental Quality. The Engineer will not resume work until the utility facility owner has determined the corrective action to be taken. The Engineer shall be liable for all costs involved in the repair or replacement of the utility facility.
   g. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
   h. Furnish and install a permanent above ground marker directly above center line of the utility facility.
   i. Provide complete restoration of work site and landscape to equal o r better condition than before excavation. If a work site and landscape is not appropriately restored, the Engineer shall return to correct the condition at no extra charge to the County.
   j. Plot utility location position information to scale and provide a comprehensive utility plan sign and sealed by the responsible Engineer.

2.3 – Utility Adjustment Coordination including utility coordination meetings with individual utility

companies, communication and coordination with utilities, and preparation of utility agreement assemblies including utility agreements and permits.

A. The Utility Coordination Consultant (UC) shall perform utility coordination and liaison activities with involved utility owners, their consultants, TxDOT, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

B. The Utility Coordination Consultant (UC) shall determine which utilities will conflict with highway construction or the "Utility Accommodation Rules" (UAR), and make the utility company aware of these conflicts. The UC shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of state right of way;

1. Utility Agreement Assemblies: A packaged agreement consisting of a Utility Joint Use Acknowledgement, Standard Utility Agreement, Plans on 11x17 sheets, Statement of contract work form, Affidavit form and copy of recorded easement, schedule of work and various attachments as detailed in the UAR.
    a. Utility Agreements (5 estimated for this project): If a utility is located within an easement, the utility company may have a compensable interest. The utility company must furnish a copy of their easement to the UC. The UC shall determine whether or not a compensable interest exists and the owner's degree of eligibility. The UC shall assist the utility company with adjustment plans and cost estimate for these adjustments. The UC shall review plans to ensure compliance with UAR and to ensure that the proposal will not conflict with highway construction. The UC will submit a copy of the easement, plans, and estimate to by letter recommending approval (3 copies of each). The utility should be reimbursed all cost incurred within their easement limits for replacement in kind.
    b. Permits (2 estimated for this project): For this project, all Non-Reimbursable Utility Adjustments shall be submitted by permit with the form "Notice of Proposed Installation". The UC will furnish the appropriate form to the utility company and assist them with adjustment plan preparation. The utility company should submit the permit and adjustment plans to the UC for review. The UC shall review plans to ensure compliance with UAR and to ensure that the proposal will not conflict with highway construction. The UC will submit the permit to TxDOT by letter recommending approval.
2. The UC will submit three (3) executed copies of the Utility Agreement assemblies, which include the appropriate Forms (use Williamson County approved Utility Agreement form), a copy of the recorded easement Deed, plans, and estimate by letter recommending approval (3 copies of each). The utility should be reimbursed eligible costs incurred within their easement limits for replacement in kind." The transmittal should also provide a description of the work being done as well as the estimated cost and schedule of work.

2.4 - <u>Utility Engineering</u> including the identification of utility conflicts, compliance with the UAR, and resolution of utility conflicts. The Engineer shall coordinate all activities with the County, or their designee, to facilitate the orderly progress and timely completion of the utility coordination phase.

A. Coordination of engineering activities include:

1. Utility Layout: The Engineer shall maintain a utility layout in MicroStation format. This layout shall include all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. This layout will be utilized to monitor the necessity and evaluate alternatives. The engineer will utilize the layout of existing utilities and make a determination of the following;
    a. Facilities in conflict with the proposed project that are to be relocated.
    b. Facilities to be abandoned in place.

c. Facilities to remain in service and in place as a result roadway design adjustments and meeting the current UAR.
d. The Engineer shall be responsible for determining if there are additional facilities, not shown in the SUE documents, which require relocation. The Engineer shall coordinate this information with the County immediately upon discovery.

B. Public & Individual Meetings with Utility Companies as required to facilitate utility conflict identification and resolution (approximately 4 public meetings).
   1. Progress Meetings (4 estimated for this project): Meet with the County periodically to coordinate the work effort and resolve problems and prepare a written report of such meetings. The meetings will review:
      a. Activities completed since the last meeting
      b. Problems encountered.
      c. Late activities.
      d. Activities required by the next progress meeting.
      e. Solutions for unresolved and/or anticipated problems.
      f. Information or items required from other agencies/consultants.

C. Review of Utility's Proposed Adjustments
   1. Evaluate Alternatives: The ENGINEER will evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.
   2. Review Estimates and Schedules: The ENGINEER will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.
   3. Review Plans for compliance with Utility Accommodation Rules and proposed location data. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.

D. Prepare a Proposed Utility Layout in MicroStation format that can be overlaid on the base file and determine the following;
   1. All facilities conflicts have been resolved.
   2. All stakeholders have concurred with the various alignments.
   3. Establish the sequence of construction for all utility relocation work. whether it is included as a part of the project Construction or not.
   4. Determine which utilities will be built as part of the contract.
   5. Determine which facilities will be relocated prior to construction.

Deliverables:

- Existing Utility Layout & electronic files on CD in MicroStation format
- Test Hole Data Sheets & electronic files on CD in MicroStation format
- Utility Tracking Report (UTR)-submitted every two weeks
- Utility Assembly Packages (estimated # reimbursable and # permits)
- Draft Proposed Relocation Utility Layout & electronic files on CD in MicroStation format
- Approved Proposed Relocation Utility Layouts & electronic files on CD in MicroStation format
- Easements of Record Spreadsheet
- Master Utility Contact List
- Review Comments Form
- Utility Design Review Submittal Log
- Utility Completion Checklist
- Utility Clearance Certification Letters
- Meeting minutes (delivered electronically) for approximately 8 meetings

TASK 3 – RIGHT-OF-WAY DATA

3.1 – Temporary Construction Easements

A. Determine temporary construction easements for driveway reconstruction, as necessary.
B. Develop temporary construction easement for driveway reconstruction detail sheets to be provided to County officials for use in obtaining driveway construction easement agreements. The detail sheet shall consist of a plan view of the driveway and include existing ROW lines and anticipated width and depth of construction easement for driveway reconstruction. This item is limited to the development of nineteen (19) detail sheets.
C. Determine temporary construction easements. This task is related to non-driveway locations. This is limited to two (2) construction easements.

The Engineer will not provide ROW strip maps or other legal instruments with this work authorization. The Engineer will not meet with individual property owners concerning construction easements.

TASK 4 – FIELD SURVEYING

Field surveying is not included in this work authorization.

TASK 5 – ROADWAY DESIGN

The Engineer will develop the following roadway construction plan sheets.

5.1 – Miscellaneous Plans

A. Title Sheet (Williamson County format)
B. Detailed Index of Sheets
C. Project Layout sheets at a scale of 1"=200'

5.2 – Roadway Plans and Geometry

A. Existing Typical Sections
B. Proposed Typical Sections
C. Roadway Plan and Profile Sheets at 1"=50' Horizontally-per Williamson County Plan Production Manual
D. Survey Control Plan Sheets
E. Horizontal Alignment Data Sheets
F. Superelevation Data Sheets
G. Removal Plans

5.3 –Grading and Details

A. Develop and plot design cross sections for RM 620 at 50 even foot stations for final pavement conditions. Cross sections will be plotted on plan sheets and included as part of the final plan set.
B. Intersection layouts for 5 intersections
C. Driveway Detail Sheets
D. Driveway Profile Sheets
E. Miscellaneous Roadway Detail Sheets

TASK 6 – DRAINAGE

The Engineer will produce the following:

6.1 – Culvert and Channel Design

A. Culvert Hydraulic Data sheets for 10-year frequency storm event/100 year check
B. Exterior Drainage Area Maps
C. Culvert Layouts
D. Prepare Box Culvert Supplement (BCS) plan sheet
E. Drainage Grading Sheets

6.2 – Storm Drain Design

A. Produce Interior Drainage Area Maps
B. Calculate run-off to each inlet and produce hydraulic information using GEOPAK DRAINAGE software and TXDOT Drainage Design Criteria
C. Storm Drain Calculations
D. Produce runoff, inlet and storm drain data sheets
E. Produce drainage plan and profile sheets
F. Produce lateral profile sheets
G. Devise temporary drainage facilities for the anticipated phased construction
H. Special Shoring plan sheets
I. Drainage Detail Sheets

6.3 – SW3P and Erosion Control

A. Erosion Control plans with notes (assume four phased construction)
B. Storm Water Pollution Prevention Plans (SW3P)
C. Erosion Control Details
D. EPIC

6.4 – Water Quality-Horizontal Sand Filter Systems

A. Produce Water Quality Facility layouts (assume 3 sheets)
B. Water Quality Detail sheets (assume 15 sheets)
C. Produce Water Pollution Abatement Plan
D. Coordination with TCEQ/Submittal of WPAP

TASK 7 – SIGNING PAVEMENT MARKINGS AND SIGNALIZATION

The Engineer will design the following miscellaneous roadway detail sheets:

7.1 – Pavement Markings

A. Pavement Marking Plan Sheets

7.2 – Small Signing

A. Small Sign Layouts
B. Small Sign Details

7.3 – Signalization

A. Signalization-produce traffic signal plans for permanent mast arm signals at Cornerwood, Great Oaks, and Wyoming Springs. Traffic signals will include intersection illumination incorporated with the signal design.
B. Coordination with TXDOT traffic signal reviewers
C. Produce a maximum of two temporary traffic signal layouts in support of phased construction

TASK 8 – MISCELLANEOUS ROADWAY

8.1 – Traffic Control Plan

A. Traffic Control Typical Sections
B. Narrative overview for each stage of construction
C. Advanced warning signs
D. Traffic control plans-three (3) phases
E. Develop conceptual detour layouts for application for side street closures

Cross section design for each phase of construction is not included in the scope of work.

8.2 – Retaining Walls

For this project the retaining walls will be designed as concrete block retaining walls:
A. Retaining wall layouts
B. Retaining wall details-this item is limited to one (1) detail sheet.

Per the direction of the GEC, geotechnical borings and slope stability analyses are excluded from this scope so the plans & specifications will require this exploration and engineering work be done by the contractor.

8.3 – Quantity Estimates, Summary Tables, Construction Cost Estimates, & General Notes

A. Develop Quantity Estimates for the 45%, 90% and Final Plan Submittals
B. Develop Construction Cost Estimates for 45%, 90% and Final Plan Submittal
C. Develop Summary Quantity Tables for 90% and Final Plan Submittal.
D. Develop General Notes from standard notes provided by the County and TXDOT. Edit general notes for specific project issues. Add project specific general notes. Prepare general notes for inclusion in the plans and manual (see 8.6).

8.4 – Standard Sheets

A. Select appropriate TXDOT Standard Sheets for inclusion in the plans. Prepare title blocks for summary sheets. Estimated 85 standard sheets
B. Modified Standard Sheets-modified standard sheets are not included. Modified standard sheets can be provided with a supplemental agreement.

8.5 – Construction Timeline

A. Develop Construction Contract Timeline Determination using critical path methods using Microsoft Project or comparable scheduling program. Submit construction timeline at 45%, 90% and final submittal

8.6 – Project Construction Manual

A. Develop Project Construction Manual. Submit with 90% and final submittal.
B. The Engineer will coordinate with County for determining particular needs for developing applicable special provisions. Accelerated construction strategies in the and/or calculating road user costs is not included in this proposed scope of services
C. The Engineer will coordinate with County to develop Project Construction Manual (PCM) in accordance with the Williamson County PS&E Road Bond manual

8.7 – Bid Phase Services

A. The Engineer will provide assistance to County during the letting process and provide copies of the plans and PCM to the County.
B. The Engineer will attend one (1) pre-bid meeting and at this meeting provide an overview of the project, and provide answers to contractor questions.
C. The Engineer will answer contractor questions as needed and issue approved addendums as required during the bid process.
D. Provide tabulation and review of bids received and submit a letter to the GEC recommending contract award to the lowest qualified bidder

8.8 – Plan Submittal Requirements

A. 45% Submittal: 45% Submittal per Williamson County checklist
B. 90% Submittal: 90% Submittal per Williamson County checklist
C. 100% Submittal: 100% Submittal per Williamson County checklist

The following items are excluded from the proposed scope of services offered under this proposal:

1. Geotechnical testing for retaining walls or slope stability.
2. Field surveying.
3. Developing modified standard detail sheets.
4. Attending Value Engineering sessions.
5. Sidewalk design other than modifications of sidewalks disturbed due to construction activities.
6. Additional median breaks and/or driveways and turn lane revisions from the project schematic submitted on 11/12/2010.
7. Presentations/meetings with local organizations such as Chambers of Commerce, CAMPO, CAPMetro, City Councils, Williamson County Commissioners Court, civic/neighborhood groups.
8. Updating or further developing the adjacent property owners Project Mailing List.
9. Preparing and submitting the notice of intent (NOI) for SW3P activities to the TCEQ.
10. Performing public involvement (beyond tasks identified above).
11. Exposing and tying existing underground utilities/facilities (beyond tasks identified above).
12. Researching private drainage systems and incorporating into proposed drainage design.
13. Developing alternate facilities designs (i.e. steel superstructure and concrete superstructure for bridges, etc.).
14. Performing pavement corings to verify existing pavement thicknesses. Performing forensic pavement analyses.
15. Performing traffic impact studies (beyond tasks identified above).
16. Designing landscaping and irrigation/sprinkler facilities.
17. Designing hardscape (enhanced flatwork) facilities.
18. Designing noise abatement facilities.
19. Developing wetland, tree, etc. mitigation plans/designs.
20. Designing pavement structure drainage systems.
21. Designing storm water pump stations.
22. Coordinating design with FEMA. Preparing LOMR/CLOMR.
23. Designing public and/or franchised utility adjustments or systems.
24. Performing TDLR coordination or fees associated with TDLR reviews
25. Confirming and resetting project control monumentation if disturbed by others (i.e. utility companies, mowing operations, etc.).
26. Providing right-of-way acquisition services (i.e. property valuations, damages assessments, condemnation assistance/services, negotiations, relocation assistance, property management, serving as right-of-way agent, etc.).
27. Design of improvements/modifications to private facilities (i.e. sprinkler systems, security systems, parking facilities, temporary perimeter fences, etc.) to accommodate the proposed improvements.
28. Developing additional alternatives than previous studies; developing, revising or completing schematics for "build" alternatives east of Deep Wood Drive.
29. Iterating design tasks, or portions thereof, after a design issue consensus has been reached or due to receipt of instructions or information contrary to previous directives and information or due to revisions in design criteria.
30. Providing boundary survey services or other legal instruments for right-of-way acquisition or easements.

ANY ADDITIONAL SERVICES REQUIRED BEYOND THOSE SPECIFICALLY IDENTIFIED IN THIS PROPOSAL ARE BEYOND THE SCOPE OF SERVICES TO BE PROVIDED UNDER THIS PROPOSAL. ANY REQUIRED ADDITIONAL SERVICES WILL BE SEPARATELY IDENTIFIED AND NEGOTIATED AND SUCH ADDITIONAL SCOPE AND COMMENSURATE FEE WILL BE

EXECUTED/AUTHORIZED UNDER A SUPPLEMENTAL AGREEMENT TO THIS PROPOSAL/CONTRACT.

Consultant/Engineer will provide all equipment, material, labor and supplies (except as shown on EXHIBIT A) necessary to accomplish the Project Tasks.

The work will be performed in accordance with, but not limited to, the following manuals and standards:

1. Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 - TxDOT.
2. Bridges and Structures Operation and Planning Manual - TxDOT.
3. Bridges and Structures Hydraulic Manual - TxDOT.
4. Bridges and Structures Design Examples - TxDOT.
5. Standard Specifications for Highway Bridges - AASHTO.
6. TxDOT Roadway Design Manual.
7. TxDOT Environmental Manual.
8. A Policy on Geometric Design of Highways and Streets, 2004 AASHTO.
9. Highway Capacity Manual Special Report 209 - Texas Research Board (TRB)
10. Technical Advisory T6640.8A - FHWA.
11. Noise Guidelines - TxDOT.
12. Air Quality Guidelines - TxDOT.
13. Texas Manual on Uniform Traffic Control Devices - TxDOT.
14. Standard Highway Sign Designs for Texas - TxDOT.
15. Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals - AASHTO.
16. Utility Accommodation Policy - TxDOT.
17. Utility Manual - TxDOT.
18. Code of Federal Regulations, Title 23 - "Highway" - Federal Register.
19. Administrative Order No. 5-89 - Signing, Sealing and Dating of Engineering Documents. - TxDOT.
20. Administrative Circular No. 26-91 - Minimum Signing, Sealing and Dating Procedures for Department Engineering Documents - TxDOT.
21. Guide for the Development of Bicycle Facilities, 2002 - AASHTO.
22. Code of Federal Regulations, Title 49 - "Transportation" - Federal Register.
24. Right-of-Way Manual - TxDOT.
25. U.S. Army Corps of Engineers Wetland Delineation Manual of 1987.
26. Williamson County Road Bond Program Design Criteria, latest edition.

NOTES: (1) All designs shall be in accordance with the above references, except where variances are permitted in writing by the State or FHWA.

(2) Engineer is responsible for purchasing all reference items/manuals required to complete Project TASKS/Subtasks.

Engineer/Consultant will perform the services to be provided under this agreement out of Engineer's/Consultant's office(s) as listed below:

Service	Office Location
Engineer	Halff Associates, Inc.

Work effort will be managed out of the Austin office located at:

4030 West Braker Lane, Suite 450
Austin, TX 78759

EXHIBIT C

SCHEDULE OF SERVICES PROVIDED BY ENGINEER FOR

ENGINEERING PLANS, SPECIFICATIONS & ESTIMATES FOR RM 620 SAFETY IMPROVEMENTS FROM CORNERWOOD DRIVE TO WYOMING SPRINGS DRIVE IN WILLIAMSON COUNTY

♦ Contract Execution/ Notice to Proceed	November 15, 2010
♦ Submit 45% Plans-Begin Plan Review	December 8, 2010
♦ Williamson County/TXDOT Review Completed on	December 22, 2010
♦ Submit 90% Plans-Begin Plan Review	January 24, 2011
♦ Williamson County/TXDOT Review Completed on	January 31, 2011
♦ Submit 100% Plans	February 18, 2011
♦ Submit final bid package for letting	April 1, 2011
♦ Letting Date	May 11, 2011

EXHIBIT " D " - RM 620 SAFETY IMPROVEMENTS

Date: 12/7/2010

EXHIBIT D - FEE SCHEDULE

TASK/DESCRIPTION	SHEETS	PRINCIPAL	PROJECT MANAGER	SR PE	PE	E.I.T.	ENV SCIENTIST PM	ENV SCIENTIST SR	ENV SCIENTIST JR	CADD / GIS / VIS/TECH	SURVEY MANAGER RPLS	SURVEY TECH	SURVEY/ SUE CREW	CLERICAL / ADMIN	TOTAL MAN-HOURS	LABOR CHARGES	PRINTING, PLOTTING	DELIV, TRAVEL & MISC	SUB CONSULTANTS	TOTAL COST FOR TASK (INCL MULT'S)
I. PROJECT MANAGEMENT AND COORDINATION																				
1 MONTHLY PROGRESS REPORT, INVOICES AND BILLINGS (10)																				
A SUBMIT MONTHLY INVOICES AND BILLING STATUS			16											24	40	$3,696	$100	$200		$3,996
B MONTHLY PROGRESS STATUS REPORTS			8											4	12	$1,512				$1,512
D OVERALL PROJECT STATUS		12	12												24	$4,296				$4,296
2 PROJECT COORDINATION/ADMINISTRATION																				
A COORDINATION		10	24	8											42	$7,012				$7,012
C ADMINISTRATION		16	12											8	36	$5,392	$200			$5,592
D PROJECT MEETINGS (8)			16	16										8	40	$5,184		$50		$5,234
E PROJECT QA/QC		12	16	40	40										108	$14,808				$14,808
F DATA TRANSFERS			4		16									16	36	$3,120				$3,120
G DOCUMENT PRINTING/DISTRIBUTION			4		24	16								20	64	$5,584	$500	$100		$6,184
SUBTOTAL HOURS/COSTS		50	112	64	80	16								80	402	$50,604	$800	$350		$51,754
II. UTILITY COORDINATION/ SUBSURFACE UTILITY ENGINEERING																				
2.2A QUALITY LEVEL B SUE					16						4	2	104		126	$14,648				$14,648
2.2B QUALITY LEVEL A: 16 LOCATES (TEST HOLES)					4						1		70		75	$8,819		$6,400		$15,219
2.3B1a UTILITY AGREEMENTS				16	40									4	60	$6,768	$100			$6,868
2.3B1b UTILITY PERMITS				16	40										56	$6,600				$6,600
2.4A UTILITY LAYOUT				2	8					16					26	$2,230				$2,230
2.4B MEETINGS WITH UTILITIES & COUNTY				40	40									4	84	$10,008				$10,008
2.4C REVIEW PS&E				24	60										84	$9,900				$9,900
2.4D PROPOSED UTILITY LAYOUT				2	8					16					26	$2,230				$2,230
SUBTOTAL HOURS/COSTS				100	216					32	5	2	174	8	537	$61,203	$100	$6,400		$67,703
III. RIGHT-OF-WAY DATA																				
A DETERMINE TCE FOR DRIVEWAYS																				
B DEVELOP TCE EXHIBITS FOR DRIVEWAYS	19					19				19					38	$2,945	$20			$2,965
C DETERMINE NON DRIVEWAY TCE	2					4				4					8	$620	$20			$640
SUBTOTAL HOURS/COSTS						23				23					46	$3,565	$40			$3,605
IV. FIELD SURVEYING																				
SUBTOTAL HOURS/COSTS																				
V. ROADWAY DESIGN																				
1 MISCELLANEOUS PLANS																				
A TITLE SHEET	1				2	8									10	$926				$926
B DETAILED INDEX OF SHEETS	2			2		12				4					18	$1,594				$1,594
C PROJECT LAYOUT @ 1"=200 FEET	3				8	32				16					56	$4,776	$30			$4,806
2 ROADWAY PLANS AND GEOMETRY																				
A EXISTING TYPICAL SECTIONS	1				4	12				8					24	$2,036				$2,036
B PROPOSED TYPICAL SECTIONS	5		4	4	8					40					56	$4,780				$4,780

EXHIBIT " D " - RM 620 SAFETY IMPROVEMENTS

Date: 12/7/2010

EXHIBIT D - FEE SCHEDULE

	TASK/DESCRIPTION	SHEETS	PRINCIPAL	PROJECT MANAGER	SR PE	PE	E.I.T.	ENV SCIENTIST PM	ENV SCIENTIST SR	ENV SCIENTIST JR	CADD / GIS / VIS/TECH	SURVEY MANAGER RPLS	SURVEY TECH	SURVEY/ SUE CREW	CLERICAL / ADMIN	TOTAL MAN-HOURS	LABOR CHARGES	PRINTING, PLOTTING	DELIV, TRAVEL & MISC	SUB CONSULTANTS	TOTAL COST FOR TASK (INCL MULT'S)
C	ROADWAY PLAN AND PROFILE SHEETS 1"=50' HORIZONTAL	19		4		24	140				80					248	$21,016				$21,016
D	SURVEY CONTROL PLAN SHEETS	1		2		4					8	2				16	$1,546				$1,546
E	HORIZONTAL ALIGNMENT DATA SHEETS	2				4	8				8					20	$1,684				$1,684
F	SUPERELEVATION DATA SHEETS	1		2		4										6	$780				$780
G	REMOVAL PLANS	10			10	16	40				40					106	$9,326	$150			$9,476
3	GRADING AND DETAILS																				
A	DESIGN CROSS SECTIONS	56				32	60				24					116	$10,440				$10,440
B	INTERSECTION LAYOUTS	6				16	60				16					92	$8,128				$8,128
C	DRIVEWAY TABULAR DETAIL SHEETS	3					20				16					36	$2,832				$2,832
D	DRIVEWAY PROFILE SHEETS	5				16	40									56	$5,296				$5,296
E	MISCELLANEOUS ROADWAY DETAIL SHEETS	2			8		24				16					48	$4,264	$280			$4,544
	SUBTOTAL HOURS/COSTS	117		12	24	138	456				276	2				908	$79,424	$460			$79,884
VI.	DRAINAGE DESIGN																				
1	CULVERT AND CHANNEL DESIGN																				
A	CULVERT HYDRAULIC DATA SHEETS	1			10		24				12					46	$4,266				$4,266
B	EXTERIOR DRAINAGE AREA MAPS	2			4		12				12					28	$2,400				$2,400
C	CULVERT LAYOUTS	5	4	2	10	20	40				28					104	$10,062				$10,062
D	BOX CULVERT SUPPLEMENT	1			4	4	8				8					24	$2,224				$2,224
E	GRADING SHEETS	5			8		32				20					60	$5,236				$5,236
2	STORM DRAIN DESIGN																				
A	INTERIOR DRAINAGE AREA MAPS	20			8	16	40				20					84	$7,716				$7,716
B	RUNOFF CALCULATIONS		2			16	40									58	$5,676				$5,676
C	STORM DRAIN CALCULATIONS					30	60									90	$8,610				$8,610
D	STORM DRAIN HYDRAULIC DATA SHEETS	20				2	8				16					26	$1,998				$1,998
E	DRAINAGE PLAN AND PROFILE SHEETS	30		8	24	80	160				160					432	$38,264				$38,264
F	DRAINAGE LATERAL PROFILE SHEETS	10			12	20	80				24					136	$12,488				$12,488
G	TEMPORARY DRAINAGE DESIGN FOR PHASED CONSTRUCTION	5		8	24	24	36									92	$10,416				$10,416
H	TEMPORARY SHORING SHEETS	3			4	16					16					36	$3,388				$3,388
I	DRAINAGE DESIGN DETAILS & CUSTOM INLET & JUNCTION BOXES (2)	4		2	16	40					20					78	$8,276	$100			$8,376
3	SW3P AND EROSION CONTROL PLANS																				
A	EROSION CONTROL PLANS	10				8	60				80					148	$11,528				$11,528
B	SW3P PLAN SHEETS	4		2		2	16									20	$1,966				$1,966
C	EROSION CONTROL DETAILS	2				2	16				8					26	$2,166	$60			$2,226
D	EPIC	1				6	12	4			4					26	$2,518	$70			$2,588
3	WATER QUALITY-HORIZONTAL SAND FILTER																				
A	WATER QUALITY LAYOUTS (3 PONDS)	6			20	24	80				48					172	$15,620				$15,620
B	WATER QUALITY DETAIL SHEETS	8			20	40	80				48					188	$17,396				$17,396
C	WPAP		2	12	24	40	40									118	$13,596	$260			$13,856
D	COORDINATION WITH TCEQ/SUBMIT WPAP			16	30											46	$6,738		$6,500		$13,238
	SUBTOTAL HOURS/COSTS	137	8	50	218	390	844	4			524					2038	$192,548	$490	$6,500		$199,538
VII.	SIGNING, PAVEMENT MARKINGS, SIGNALIZATION																				
1	PAVEMENT MARKING PLAN SHEETS	10			4	24	60				40					128	$11,164				$11,164
2	SMALL SIGNS																				
A	SMALL SIGN LAYOUTS TO BE SHOWN ON PAVEMENT MARKING SHEETS					20	40				20					80	$7,080				$7,080

EXHIBIT " D " - RM 620 SAFETY IMPROVEMENTS

Date: 12/7/2010

EXHIBIT D - FEE SCHEDULE

	TASK/DESCRIPTION	SHEETS	PRINCIPAL	PROJECT MANAGER	SR PE	PE	E.I.T.	ENV SCIENTIST PM	ENV SCIENTIST SR	ENV SCIENTIST JR	CADD / GIS / VIS/TECH	SURVEY MANAGER RPLS	SURVEY TECH	SURVEY/ SUE CREW	CLERICAL / ADMIN	TOTAL MAN-HOURS	LABOR CHARGES	PRINTING, PLOTTING	DELIV, TRAVEL & MISC	SUB CONSULTANTS	TOTAL COST FOR TASK (INCL MULT'S)
B	SMALL SIGN DETAILS	1				4	20									24	$2,204				$2,204
3	SIGNALIZATION																				
A	TRAFFIC SIGNAL PLANS CORNERWOOD, GREAT OAKS, WYOMING SPRINGS INCLUDING SAFETY ILLUMINATION AT INTERSECTIONS	33		8	36	70	80				100					294	$27,714				$27,714
B	COORDINATION WITH TXDOT SIGNAL REVIEWERS			4	20											24	$3,372		$500		$3,872
C	TEMPORARY TRAFFIC SIGNALS			4	24	40	80				80					228	$20,752	$200			$20,952
	SUBTOTAL HOURS/COSTS	44		16	84	158	280				240					778	$72,286	$200	$500		$72,986
VIII.	MISCELLANEOUS ROADWAY																				
1	TRAFFIC CONTROL PLAN																				
A	TRAFFIC CONTROL TYPICAL SECTIONS	6			20	36	60				32					148	$14,120				$14,120
B	NARRATIVE OVERVIEW OF EACH PHASE OF CONSTRUCTION	1			4	8	4									16	$1,780				$1,780
C	ADVANCED WARNING SIGN LAYOUT	4			4	4	20				32					60	$4,888				$4,888
D	TRAFFIC CONTROL PLANS BASED ON THREE PHASES	30		16	24	140	160				140					480	$44,928				$44,928
E	DETOUR ROUTING LAYOUT FOR SIDE STREET CLOSURES	4				16	28									44	$4,240				$4,240
2	RETAINING WALLS																				
A	RETAINING WALLS LAYOUTS	6		2	40		60									102	$11,016				$11,016
B	RETAINING WALL DETAILS	1			4		8				12					24	$2,048	$300			$2,348
3	QUANTITIES, SUMMARY TABLES, CONSTRUCTION COST ESTIMATE																				
A	QUANTITY ESTIMATES (45%, 90%, & FINAL SUBMITTALS)	8				32	64									96	$9,184				$9,184
B	CONSTRUCTION COST ESTIMATES (45%, 90%, & FINAL SUBMITTALS)			4	4	12	24									44	$4,656				$4,656
C	SUMMARY QUANTITY TABLES	12					24				48					72	$5,328				$5,328
D	GENERAL NOTES	5		2	4	16					4					26	$2,920				$2,920
4A	SELECT AND PREPARE STANDARD DETAIL SHEETS (EST. 80 SHEETS)	80		2	8	4	20				20					54	$4,960				$4,960
5	DEVELOP CONSTRUCTION TIMELINE (90% AND FINAL SUBMITTAL)			4	16		8									28	$3,536	$200			$3,736
6	PROJECT CONSTRUCTION MANUAL																				
A	DEVELOP PCM-90% AND 100%			2	4		16								8	30	$2,620	$500			$3,120
B	DEVELOP APPLICABLE SPECIAL PROVISIONS			2	4	20										26	$3,096	$200			$3,296
C	COORDINATE WITH WILCO/GEC PCM			2	6											8	$1,146	$200			$1,346
7	BID PHASE SERVICES																				
A	ASSIST DURING LETTING PROCESS					2									8	10	$558				$558
B	ATTEND 1 PRE BID MEETING			4	4											8	$1,212	$200			$1,412
C	RESPOND TO CONTRACTOR QUESTIONS AND ISSUE ADDENDUMS			8		8	16									32	$3,640	$50			$3,690
D	PREPARE BID TABULATION AND RECOMMEND AWARD			2		8										10	$1,224				$1,224
	SUBTOTAL HOURS/COSTS	157		50	146	306	512				288				16	1318	$127,100	$1,650			$128,750
FEE	SUMMARY																				
I	PROJECT MANAGEMENT AND COORDINATION		50	112	64	80	16								80	402	$50,604	$800	$350		$51,754
II	UTILITY COORDINATION/ SUBSURFACE UTILITY ENGINEERING				100	216					32	5	2	174	8	537	$61,203	$100	$6,400		$67,703
III	RIGHT-OF-WAY DATA						23				23					46	$3,565	$40			$3,605
IV	FIELD SURVEYING																				
V	ROADWAY DESIGN CONTROLS	117		12	24	138	456				276	2				908	$79,424	$460			$79,884
VIII	DRAINAGE DESIGN	137	8	50	218	390	844	4			524					2038	$192,548	$490	$6,500		$199,538
VIII	SIGNING, PAVEMENT MARKINGS, SIGNALIZATION	44		16	84	158	280				240					778	$72,286	$200	$500		$72,986
VIII	MISCELLANEOUS ROADWAY	157		50	146	306	512				288				16	1318	$127,100	$1,650			$128,750

EXHIBIT " D " - RM 620 SAFETY IMPROVEMENTS

Date: 12/7/2010

EXHIBIT D - FEE SCHEDULE

TASK/DESCRIPTION	SHEETS	PRINCIPAL	PROJECT MANAGER	SR PE	PE	E.I.T.	ENV SCIENTIST PM	ENV SCIENTIST SR	ENV SCIENTIST JR	CADD / GIS / VIS/TECH	SURVEY MANAGER RPLS	SURVEY TECH	SURVEY/ SUE CREW	CLERICAL / ADMIN	TOTAL MAN-HOURS	LABOR CHARGES	PRINTING, PLOTTING	DELIV, TRAVEL & MISC	SUB CONSULTANTS	TOTAL COST FOR TASK (INCL MULT'S)
TOTAL HOURS	455	58	240	636	1288	2131	4			1383	7	2	174	104	6027	$586,730	$3,740	$13,750		$604,220
CONTRACT RATES ($)		$190.00	$168.00	$135.00	$111.00	$88.00	$132.00	$86.00	$67.00	$67.00	$115.00	$70.00	$118.00	$42.00						
BASE SALARIES & REIMB'S TOTAL		$11,020	$40,320	$85,860	$142,968	$187,528	$528			$92,661	$805	$140	$20,532	$4,368		$586,730	$3,740	$13,750		$604,220
TOTAL BY CATEGORY		2%	7%	15%	24%	32%	0%			16%	0%	0%	3%	1%	100%	$586,730	$3,740	$13,750		$604,220
TOTAL FEE																$586,730	$3,740	$13,750		$604,220

DIRECT EXPENSE DETAIL

ITEM	NUM	PRICE	TOTAL
11" X 17" PAPER	16200	$0.20	$3,240
Utility Test Holes	16	$400.00	$6,400
WPAP Permit Application	1	$6,500	$6,500
Deliveries	20	$15.00	$300
MYLARS	500	$1.00	$500
MILEAGE	1100	$0.50	$550
			$17,490

Proposed Pre-Qualified Engineers List
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving the list of pre-qualified engineers (attached) from the Re-Certification of Engineering Firms for 2006 Road Bond Program - RFQ Number:10WCRFQ1011 process.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Proposed Pre-Qualified Eng. list

Form Routing/Status

Form Started By: Marie Walters
Started On: 12/08/2010 03:40 PM
Final Approval Date: 12/09/2010

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Robert B. Daigh, P.E.
Williamson County - Senior Director of Infrastructure

From: Michael J. Weaver, PSI
Richard Ridings, P.E., HNTB

Date: 12/8/2010

Re: Proposed Pre-Qualified Engineers List

We have reviewed the recent submittals for the Statement of Qualifications for Re-Certification of Engineering Firms for 2006 Road Bond Program – RFQ Number: 10WCRFQ1011. A total of 70 Letters of Interest or new Statement of Qualifications (SOQ's) were submitted. Of that number, 21 firms submitted qualifications that were not on the 2008 Pre-Qualified List approved by the Commissioners Court.

In addition to the new firms a number of the Statement of Qualifications addressed specific services (survey, geotechnical/testing/structural) as well as "additional services" including planning, traffic engineering, environmental and construction inspection.

All of the firms submitting in response to the RFQ addressed the minimum requirements. Many of the firms far exceeded the minimum requirements to provide engineering services for the Williamson County Road Bond Program.

We recommend that all of the firms on the attached list be forwarded to the Commissioners Court for consideration and approval as "Pre-Qualified". Firms on this list can then be considered by the Commissioners Court as it selects the firm best or most highly qualified to work on a specific project.

We recommend that this item be placed on the December 14, 2010 Commissioners Court Agenda. If you have any questions or need additional information let us know.

ATTACHMENT

Cc: Jonathan Harris, Williamson County Purchasing
Patrick Strittmatter, Williamson County Purchasing
Joe England, P.E., Williamson County Engineer's Office

Williamson County Pre-Qualified Engineers List

1	AECOM	36	Kennedy Consulting
2	Aguirre & Fields LP	37	Kimley-Horn & Assoc
3	Alliance Transportation Group	38	Kleinfelder
4	ARCADIS	39	Klotz Associates
5	Baker-Aicklen & Assoc.	40	LJA Engineering
6	Binkley & Barfield Consulting Eng.	41	LNV
7	Boyer & Assoc	42	Lockwood, Andrews & Newnam
8	Bridgefarmer	43	Loomis Partners
9	Brown & Gay Engineering	44	MacTec Engineering & Consulting
10	Bucher, Willis & Ratliff Corp	45	Malone/Wheeler, Inc.
11	Bury + Partners	46	Michael Baker, Inc.
12	Cardno TBE (TxDOT 18.2.1 ONLY)	47	MWM Design Group
13	CH2M Hill	48	Othon Inc Consulting Eng
14	Civil Engineering Consultants	49	Pape-Dawson Engineers
15	Cobb, Fendley & Assoc.	50	Parsons-Brinkerhoff
16	CP&Y	51	Pate Engineering
17	Cunningham-Allen Engineering	52	PBS&J
18	Dannenbaum Engineering	53	PE Structural Consultants
19	Diamond Surveying Inc.	54	Reynolds, Smith and Hills, Inc. (RS&H)
20	Doucet & Associates, Inc.	55	Rodriguez Transportation Group
21	Engineering Design Group	56	Rogers Design Services
22	Freese & Nichols	57	RW Armstrong
23	Fugro Consultants	58	S & B Infrastructure LTD
24	Gonzalez-De La Garza & Associates	59	SD Kallman
25	Gray Jansing & Assoc	60	Seiler Lankes Group
26	Halff Associates Inc.	61	Stanley Consultants
27	Haynie Consulting	62	Steger Bizzell
28	HDR	63	SWCA
29	Hejl, Lee & Assoc	64	Terracon
30	Huggins/Seiler & Assoc	65	Unitech Consulting Engineers Inc.
31	Huitt-Zollars	66	Urban Design Group
32	Inland Geodetics	67	URS
33	Jacobs	68	Vickrey & Assoc
34	Jones & Carter Inc.	69	Waeltz & Prete, Inc.
35	KBR	70	Wilbur Smith Associates

MLA Labs Geotechnical PSA
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Contract Oversight:
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving MLA Labs, Inc. Professional Service Agreement (PSA) for providing geotechnical and pavement engineering services.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Link: MLA Labs Geotech PSA

Link: MLA Labs Qualification statement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	12/08/2010 03:49 PM	APRV
2	Jim Gilger	Jim Gilger	12/08/2010 04:07 PM	APRV
3	County Judge Exec Asst.	Wendy Coco	12/09/2010 10:15 AM	APRV

Form Started By: Marie Walters Started On: 12/08/2010 11:30 AM

Final Approval Date: 12/09/2010

RECEIVED
DEC 0 6 2010
BY: PST

Contract No. MLA Labs Geotechnical / Pavement engineering services

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
- ☐ 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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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 MLA Labs, Inc. (***the "Engineer"***).

WHEREAS, ***County*** proposes to construct various roadway project;

WHEREAS, ***County*** desires to obtain professional services for geotechnical and pavement engineering services (***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 730 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:	MLA Labs, Inc. 2804 Longhorn Boulevard Austin, Texas 78758 Attn: Mr. Timothy Weston, P.E.
COUNTY:	Williamson County Judge Dan Gattis (or successor) 710 Main Street, Ste. 101 Georgetown, Texas 78626
with copy to:	Hal C. Hawes, Legal Advisor Office of Williamson County Judge 710 Main Street, Suite 200 Georgetown, Texas 78626
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:	_____ _____ _____

OK ✓

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 _____ , 20____.

THE ENGINEER:

MLA LABS, INC.

BY:_____

Printed Name: Timothy R. Weston
Title: Vice President

WILLIAMSON COUNTY:

BY:_____

_____
Williamson County Judge

Reviewed as to Form By:

_____
Legal Advisor to the Williamson County Commisioners Court

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 $1,000,000.00.

1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.

1.3 ***Engineer*** shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the ***Engineer's*** invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 – WORK AUTHORIZATIONS

3.1 ***County*** will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the ***Engineer*** to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the ***County*** and ***Engineer***. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the ***Engineer's*** responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.

3.2 Work included in a Work Authorization shall not begin until ***County*** and ***Engineer*** have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The ***Engineer*** shall promptly notify the ***County*** of any event which will affect completion of the Work Authorization, although such notification shall not relieve the ***Engineer*** from costs or liabilities resulting from delays in completion of

the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The ***Engineer*** shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.

4.2 ***Engineer*** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, ***Engineer*** shall not be compensated for work made necessary by ***Engineer's*** negligent errors or omissions.

4.3 The maximum amount payable under this Agreement without modification (the "***Compensation Cap***") is $1,000,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the ***Compensation Cap***.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

5.1 Upon submittal of the initial invoice for service, ***Engineer*** shall provide ***County Judge*** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

5.2 All invoices submitted to ***County Judge*** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the ***Project***.

5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.

5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by ***Engineer.***

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. SAMPLE

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 MLA Labs, Inc. (***the "Engineer"***).

Part1. The ***Engineer*** will provide the following engineering services:

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

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

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

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

EXECUTED this ____ day of _____, 200__.

ENGINEER: *MLA Labs, Inc.*	COUNTY: Williamson County, Texas
By:_____ Signature	By:_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	County Judge Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II

HOURLY RATES

1. Senior Engineer.....$150.00

2. Graduate Engineer.....$100.00

3. Project Manager.....$100.00

4. Technician.....$45.00

5. Technician Overtime Rate.....$67.50

Hourly fees for technician time are charged portal to portal. An overtime multiplier of 1.50 will be added for all times before 7 A.M. and after 5 P.M. on weekdays, over 8 hours per day on weekdays, and/or Saturday, Sunday and Holidays.

6. Administrative/Clerical.....$35.00

7. Expert Witness Testimony.....$150.00

OK
12/7/2010

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 $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $1,000,000.00 combined single limit per occurrence and $0.00 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 $1,000,000.00 per claim and $1,000,000.00 annual aggregate.

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.

MLA LABS, INC.
GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING
"put us to the test"

TBPE #F-2684

SCOPE OF SERVICES

Geotechnical Engineering and Construction Materials Testing

The following scope of services will be provided as requested by the client or the client's representative. MLA Labs, Inc. understands that clients have particular project requirements, therefore, scope of services and qualified staff are assigned to meet the needs defined in those specifications. MLA Labs, Inc. provides a broad spectrum of services in the areas of Geotechnical Engineering, Construction Materials Testing and Environmental Site Assessments. MLA Labs, Inc. and/or its sub-contractors will only perform tests in which they are AASHTO certified to perform. The following list of services can be tailored to the unique needs of Williamson County.

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ENGINEERING SERVICES

Geotechnical Investigations

Geotechnical consultant services are provided mainly for pavement and foundation investigations, site feasibility and forensic reports for a broad range of projects. MLA Labs, Inc. shall provide the following geotechnical engineering services for Williamson County on an as-needed basis for various projects.

- Provide subsurface exploration and collection of representative subsurface samples of foundation and/or pavement material as necessary for laboratory analysis.
- Provide laboratory testing as required of the representative samples recovered to measure pertinent soil parameters or engineering properties.
- Perform soil engineering analysis and evaluation of the field and laboratory test data to provide recommendations for pavement design, foundation design, slope stability studies, landfill and pond liners, embankments, retaining structures and other geotechnical issues.
- Perform structural damage investigations due to a pavement or foundation's failure to perform as required and remedial recommendations.
- Prepare a written report that includes recommendation from the evaluation of field investigation and observation and/or laboratory test results of each identifies task.

MLA Labs, Inc. is capable of managing geotechnical projects ranging from basic investigations and assessment to elaborate, large scale projects.

Construction Materials Testing and Inspection

MLA Labs, Inc. understands the importance of quality control testing of the construction process so that our clients obtain a quality-constructed project that both satisfies the project plans and the specifications. MLA Labs, Inc. shall provide the following construction materials testing services for Williamson County on an as-needed basis for various projects.

Soils (Laboratory):

- Perform one (1) moisture/density relationship test (method as required by project specifications) for each type of subgrade material encountered and each type of borrow material utilized
- Perform one (1) Atterberg limits determination for each type of subgrade material encountered and each type of borrow material utilized
- Perform one (1) particle size analysis (ASTM D-422) for each type of subgrade material encountered and each type of borrow material utilized
- Perform testing for add mixing lime to reduce placticity index (Lime series Tex 112E) or perform PH Determination of soil-lime mixture as required by project specifications
- Perform material qualification testing as required or requested including sieve analysis, Atterberg limits and/or permeability of soil.

Soils (Field):

- Provide on site field investigation and observation during regrading, excavation, and subgrade excavations and preparation
- Perform one (1) in-place nuclear density test (ASTM D-2922) as specified by construction documents; per lift of subgrade, structural fill, backfill, embankment, and flexible base
- Perform sieve analysis of lime stabilized subgrade material as required by construction documents
- Perform in-place nuclear density test (ASTM D-2922) on lime stabilized subgrade material as specified by construction documents including required moisture content at a frequency dictated by project specifications
- Provide depth verification of lime stabilization as specified by construction documents

Drilled Piers:

- Perform full time inspection of pier drilling operations including: recording a drilled pier log, verifying bearing material, inspecting concrete reinforcing and sampling and testing pier concrete
- Engineering review of geotechnical report, pier drilling specifications and foundation plan

Reinforcing Steel:

- Perform engineering review of concrete reinforcing steel specifications, foundation plan and concrete reinforcing details
- Perform visual inspection of concrete reinforcing steel placement, post tension tendon placement, grade beam trenches and footings prior to concrete placement.
- Perform visual verification of pressure and elongation for post tension tendons.

Concrete:

- Sample, mold, cure, and test one (1) set of four (4) concrete compressive strength cylinders for every 100 cubic yards of structural concrete placed, or as required by the County specifications. One (1) cylinder will be tested at seven (7) days, two (2) cylinders will be tested at 28 days and one (1) cylinder will be held for 56 day testing if required
- Perform on (1) slump test per 100 cubic yards of structural concrete placed
- Monitor structural concrete placements as required by the specifications including: review batch tickets, report (not control) water added on site, take concrete temperature, test concrete for slump and cast concrete cylinders
- Report air content of concrete and/or unit weight of concrete if specified by construction documents per sample
- Review mix design of concrete as requested
- Sample, by coring, and test one (1) set of three (3) for compressive strength cores as required by the County specifications.

Structural Masonry:

- Sample, mold, cure, and test one (1) set of three (4) grout cylinders and/or six (6) mortar cubes per 5,000 square feet of structural masonry wall erected

Hot Mix Asphaltic Concrete:

- Test one (1) sample of asphalt for every 500 tons placed or as required by the County for each day's placement for gradation, bitumen content and stability
- Take one (1) asphalt core for every 500 tons of asphaltic concrete places. Cores shall be used to verity thickness and in-place density for ashpalt
- Perform nuclear field density testing of asphalt as specified by construction documents

Structural Materials:

- Perform visual inspection on site of structural steel welds, non-destructive testing of through penetration welds, and bolt torque testing of high strength connections by an AWS Certified Welding Inspector
- Perform spray applied fireproofing inspection, and firestopping of through penetrations, membrane penetrations and constrution joints as required by project specifications
- Perform wood truss and high-load wood diaphragms inspection, draftstop inspection and framing inspection of wood and structural steel as required by project specifications

Environmental Services

MLA Labs, Inc. maintains a staff of qualified professional engineers to complete projects that affect the environment. The technical capabilities of this staff can assist the client in achieving cost-effective environmental management and remediation while minimizing long-term liabilities. Typical projects in which the staff has successfully completed are ASTM Phase I Environmental Site Assessments.

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FEE ITEMIZATION – Site Investigation Services

The following fee itemization is for a general fee guideline, though the final, actual scope will be determined by the project type, site layout, building sizes, anticipated construction type, underlying geology and challenges presented with each site; and especially the requirements of Willimason County.

Description of Testing	Unit Rate
Drilling	
Boring (includes travel)	$125.00/each
Test Pits	
Dug with backhoe and logged by field technician	$120.00/hour
Dug with backhoe without field technician	$85.00/hour
Geotechnical Laboratory Tests	
Moisture Content	$10.00/each
Total Suction	$50.00/each
Hydrometers	$175.00/each
Atterberg Limits	$60.00/each
Unconfined Compressive Strength	$75.00/each
Wet Sieve through #200	$50.00/each
Unit Weight	$15.00/each
Bear Linear Shrinkage	$100.00/each
Moisture Density Relationship (Proctor)	$175.00/each
Moisture Density Relationship with Hydrometer	$325.00/each
Permeability (Laboratory)	$450.00/each
Triaxial Testing	$30.00/each
Swell Pressure Testing	$500.00/each
Report Preparation	
Administrative	$35.00/hour
CAD	$45.00/hour
Engineering and Field Work	
Sr. Engineer	$150.00/hour
Graduate Engineer/Project Manager	$100.00/hour
Field Technician	$45.00/hour

Please note that a geotechnical engineering proposal is typically prepared based upon each distinct location, the site plan (layout) with a direct correlation to the underlying geology and the type of recommendations needed (if any).

FEE ITEMIZATION – Construction Materials Testing

Description of Testing and Inspections	Unit Rate
CMT Laboratory Testing of Soils	
Moisture Density Relationship (Proctor)	$175.00/each
Atterberg Limits	$60.00/each
Gradations – Coarse and Fine Aggregates	$35.00/each
Material Qualification – Select Fill	$100.00/each
Permeability	$450.00/each
Sulfates	$45.00/each
Lime Series	$450.00/each
Moisture Density Field Testing	
Proofrolling Hours *	$45.00/hour
Lime Gradations	$35.00/each
Nuclear Density Tests (subgrade, lime treated subgrade, structural fill, backfill, embankment and flexible base)	$14.00/each
Lime Depth Check	$14.00/each
Hot Mix Asphaltic Concrete Testing	
Extractions/Gradations	$175.00/each
Specific Gravity of Mix	$45.00/each
Hveem Stabilities (set of 3)	$45.00/each
Molding Specimens (set of 3)	$35.00/each
Cores for Density	$60.00/each
Equipment Charge - Cores	$75.00/each
Nuclear density of Asphalt (Rolling Patterns)	$14.00/each
Concrete Inspection	
Cylinders (slump, temperature and compressive stength included)	$16.00/each
Cylinder Pick-up	$45.00/each
Air Content	$15.00/each
Cores for Compressive Strength (set of three)	$250.00/set
Concrete Reinforcing Steel Inspection – Hourly Charge	
Technician Time *	$45.00/hour
Concrete Reinforcing Cable Inspection – Hourly Charge	
Technician Time *	$45.00/hour
Post-Pour Cable Stressing Inspection – Hourly Charge	
Technician Time *	$45.00/hour
Structural Steel Inspection	
Visual Inspection	$65.00/hour
Ultrasonic Inspection	$75.00/hour

Pier Inspection	
Drilled Pier Shaft Inspection (verify bearing strata, concrete reinforcing steel inspection included)	$380.00/day
Concrete Cylinders	$16.00/each
Air Content	$15.00/each
Mortar and Grout Inspection	
Cylinders or Cubes	$16.00/each
Masonry Prisms	$250.00/each
Firestopping Inspection – Hourly Charge	
Technician Time *	$45.00/hour
Framing Inspection – Hourly Charge	
Technician Time *	$45.00/hour
Draftstop Inspection – Hourly Charge	
Technician Time *	$45.00/hour
On-site Cancellation of Scheduled Testing – Hourly Charge	$45.00/hour

Each testing trip includes a technician time, mileage, and report review charge at the below pricing.

Technician Time	$45.00/hour
Mileage	$0.51/mile
Report Review	$25.00/each
Miscellaneous Pricing	
Sr. Engineer	$150.00/hour
Graduate Engineer/Project Manager	$100.00/hour
Administrative	$35.00/hour

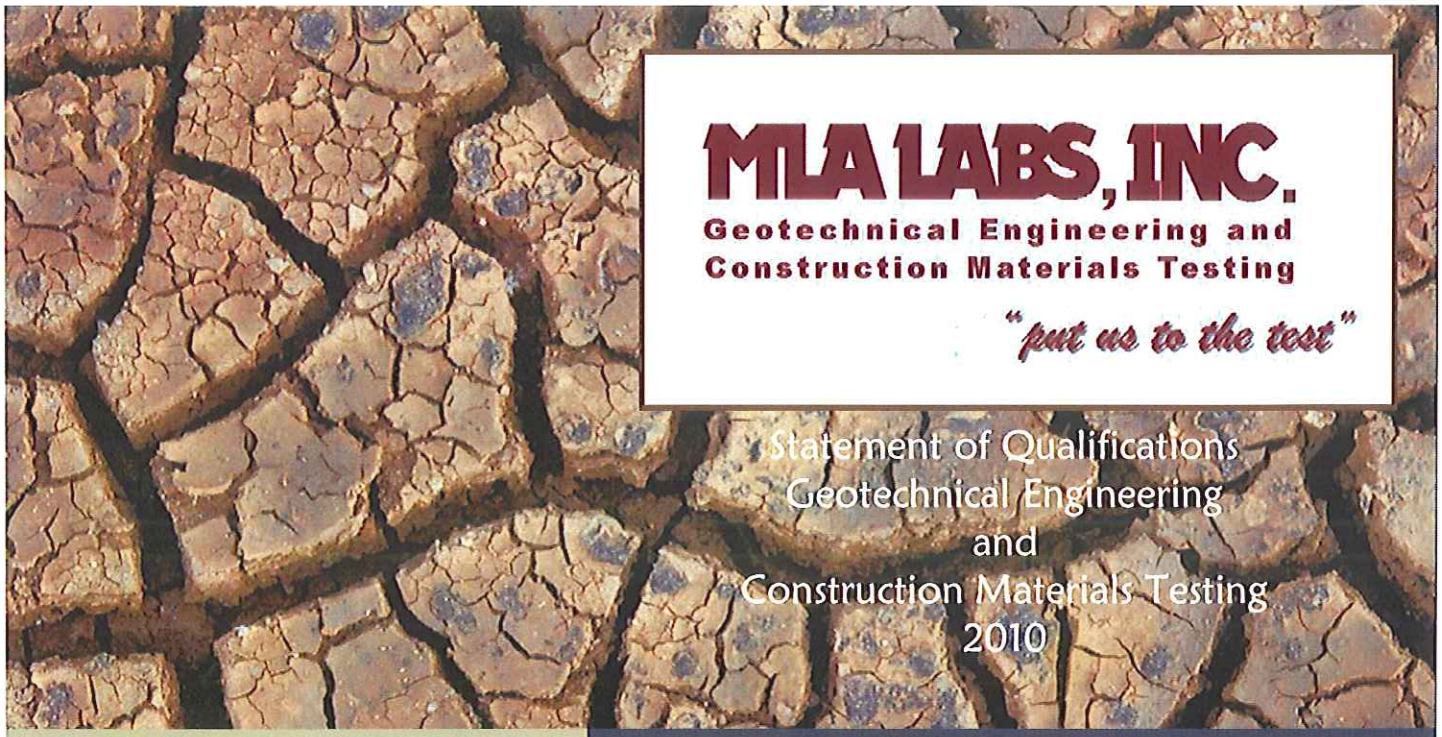
UNIT RATE fees include sample testing and/or inspection, travel time, mileage, technician time, and report review/analysis. Hourly fees are charged portal to portal. An overtime multiplier of 1.50 will be added for all times before 7am and after 5pm on weekdays, over 8 hours per day on weekdays, and/or Saturday, Sunday and Holidays

A proposal estimate can be put together at the client's request. The estimate will be broken down by required and/or requested testing per project. If a specific test pricing is not included, please call our office. Thank you.

* There is a three-hour minimum charge per testing trip

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT



MLA LABS, INC.

Geotechnical Engineering and Construction Materials Testing

"put us to the test"

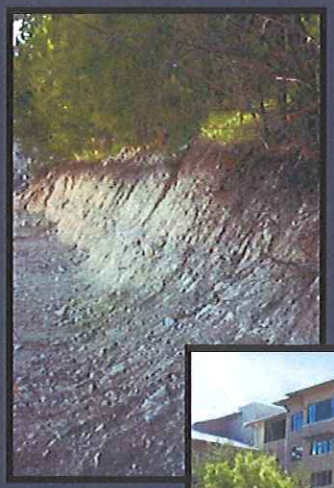
Statement of Qualifications
Geotechnical Engineering
and
Construction Materials Testing
2010

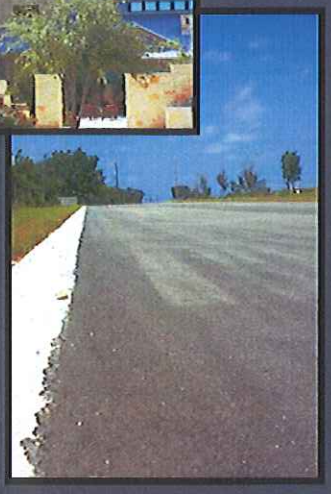
Geotechnical Investigations

Inspection Services

Construction Materials Testing

Specialty Services





MLA Labs, Inc. 2804 Longhorn Boulevard, Austin, Texas 78758 T: 512.873.8899 F: 512.835.5114 mlalabs.com

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MLA LABS, INC.

STATEMENT OF QUALIFICATIONS FOR GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES

INTRODUCTION

MLA Labs, Inc. is pleased to submit this statement of qualifications for geotechnical engineering and construction materials testing. The proposed manager for all projects is Mr. Timothy R. Weston, P.E. (TBPE Registration # 87938), Vice President of MLA Labs, Inc. (TBPE Firm Registration # 2684). MLA Labs, Inc. is a locally owned full-service geotechnical engineering and construction materials testing firm headquartered in Austin, Texas with offices in Austin and San Antonio. MLA Labs, Inc. is TxDOT accredited to perform both geotechnical and construction materials testing services and AASHTO accredited to perform construction materials testing.

Typical projects include design and/or testing for pavements from parking lots up through high traffic volume roads, foundation designs from single-story residential structures up through large multi-story structures such as hospitals, bridge foundations, lift stations, utility lines, towers, ponds, retaining walls, etc. In addition to geotechnical engineering and construction materials testing, MLA Labs, Inc. routinely performs Phase 1 Environmental Site Assessments for our clients. MLA Labs, Inc. has been proud to service the Central Texas region for over 46 years.

ENGINEERING SERVICES

Geotechnical and Geologic Investigations

Geotechnical consultation is provided by highly qualified and experienced registered professional engineers supported by certified field and laboratory technicians with an average tenure of 15 years with MLA Labs, Inc. Geotechnical consultant services are provided mainly for pavement and foundation investigations, site feasibility and forensic reports for a broad range of projects, including municipal pavement design, commercial pavement design, electrical generation and distribution, water and wastewater treatment plants, landfills, dams and levees, trench safety, multi-story and single story offices, warehouses and residential structures. Geologic and hydro-geologic services are provided for pre and post construction and environmental site investigations. MLA Labs, Inc. owns its own fleet of drill rigs and has the capability to provide a wide range of exploratory, investigative drilling and sampling services. Such services include, but are not limited to:

- Exploratory drilling and sampling operations in accordance with professionally accepted standards.
- In-situ measurement and instrumentation using procedures such as blow counts (N-value) and rock coring.
- Full soil mechanics testing for index properties for proper classification according to the Unified Soil Classification System and complete testing to properly identify the engineering properties of the soil materials.
- Recommendations for pavement design, foundation design, slope stability studies, landfill and pond liners, embankments, retaining structures and other geotechnical issues.
- Structural damage investigations due to a pavement or foundation's failure to perform as required and remedial recommendations.

Other individual professional engineers from our sister firm MLAW Consultants and Engineers are available for specific consultation and design as each project requires. With the combined expertise of the associated firms, MLA Labs, Inc. is capable of managing geotechnical projects ranging from basic investigations and assessment to elaborate, large scale projects.

Construction Materials Testing and Inspection

MLA Labs, Inc.'s highly qualified engineers and certified technicians work closely with owners, municipalities, professional design teams and contractors to provide accurate, on-time construction materials testing services. This team approach to construction projects assures owners that the project will meet the specifications set forth by all governing bodies and the construction plans.

MLA Labs, Inc. provides services that include a full range of soil, concrete, steel, and asphaltic concrete laboratory testing, and on-site consulting, testing and inspection services. Qualified engineering technicians using state of the art equipment, calibrated in accordance with applicable standards, perform field and laboratory work. MLA Labs, Inc. is both TxDOT and AASHTO accredited to perform construction materials testing.

Environmental Services

MLA Labs, Inc. maintains a staff of qualified professional engineers to complete projects that affect the environment. The technical capabilities of this staff can assist the client in achieving cost-effective environmental management and remediation while minimizing long-term liabilities. Typical projects in which the staff has successfully completed are ASTM Phase I Environmental Site Assessments. These projects are often completed for clients such as Municipalities, Cities and Counties, Independent School Districts, Manufacturers, Lending Institutions, Governmental Agencies, Developers, Builders, Transportation Companies, Attorneys, Engineering Firms, Retailers, Wholesalers.

MLA Labs, Inc. is approved by or has been accepted into membership by the following agencies and organizations:

- American Association of State Highway and Transportation Officials (AASHTO)
- American Concrete Institute (ACI)
- American Institute of Architects, (AIA) Austin Chapter
- American Society for Testing and Materials (ASTM)
- American Society of Certified Engineering Technicians (ASCET)
- American Society of Civil Engineers (ASCE)
- American Council of Independent Laboratories (ACIL)
- Associated Builders and Contractors (ABC), Central Texas Chapter
- Associated General Contractors of America (AGC), Austin Chapter
- Austin Contractors and Engineers Association (ACEA)
- City of Austin's Capital Improvement and Special Inspection Programs
- Home Builders Association of Greater Austin (HBA)
- Home Buyers Warranty (2-10) (HBW)
- Home Owners Warranty Corporation (HOW)
- National Society of Professional Engineers (NSPE)
- Texas Society of Professional Engineers (TSPE)
- The Texas State Department of Highways and Public Transportation (TxDOT)

COMPANY HISTORY

MLA Labs, Inc. is locally owned and headquartered in Austin, Texas, with a 46-year track record of diversified projects throughout the State of Texas. Projects include work in the geotechnical, construction materials, forensic, geological and environmental engineering fields. Begun as Snowden & Meyer, Inc. in 1964, MLA Labs, Inc. was formed in 1985 and continues with Mr. Kirby T. Meyer, P.E., Dr. Robert L. Lytton, P.E., Mr. James C. Conner and Mr. Timothy R. Weston, P.E., acting as principals.

MLA Labs, Inc. has completed an impressive record of diverse engineering services for a wide variety of clients throughout the region. The firm remains committed to providing quality engineering services to a demanding array of complex geotechnical, environmental and construction materials engineering projects.

MLA Labs, Inc. employs highly qualified engineers and certified technicians to work closely with owners, municipalities, government agencies, professional design teams and contractors to provide accurate, on-time construction materials testing services. This team approach to construction projects assures owners that the project will meet the specifications set forth by all governing bodies and the construction plans.

COMPANY PHILOSOPHY AND APPROACH

MLA Labs, Inc. maintains a highly qualified team of engineering professionals. Our interactive team approach is specifically tailored to maximize service to the unique requirements of each client and project. MLA Labs, Inc. assigns a qualified project manager that is directly responsible for every detailed aspect of the project. This provides the customer with a direct point of contact for all project phases and ensures the accuracy, quality and timeliness of reporting that is a hallmark of the company.

The team approach for MLA Labs, Inc. is committed to providing the client a timely and technically superior service in the most efficient and professional format possible. This means that all key personnel including the principal decision-making engineer are available to the client night or day to answer questions. Clear communication of project requirements and scope are interactively developed with the client in order to ensure all expectations are mastered on schedule, within budget and in a technically exact manner. A superior track record of successful projects and a high degree of client satisfaction is a result of this interactive team approach. MLA Labs, Inc. is fully committed to ensuring this success on all future endeavors.

Scheduling delivery of services

MLA Labs, Inc. owns 5 truck mounted drill rigs and one mobile Minuteman drill rig and employs two full-time drilling crews. This allows flexibility to schedule drilling operations throughout our service areas. The Construction Materials Testing department maintains a stand-alone scheduling position whose sole duty is to serve the client's in-the-field testing needs. This system allows MLA Labs, Inc. to present the client with a single point of contact to initiate testing, as well as the capacity to track testing history for any particular client. It further gives MLA Labs, Inc. the advantage of flexibility of scheduling, meeting same day or emergency testing as needed.

Project management

MLA Labs, Inc. assigns a qualified project manager that is directly responsible for every detailed aspect of the project. The project manager and his staff are responsible for procuring all necessary maps, plans, details, material requirements and any other information necessary for completion of work. The project manager then teams with all other professionals on the project to ensure timeliness of reporting, technically superior service and flexible problem solving for the client. All project managers with MLA

Labs, Inc. are focused on clear communication with the client and project professionals and are available on the phone or in the field at any time. Further, project managers track all field personnel and testing, compare estimated testing to actual testing and communicate any discrepancies to the client in a timely manner.

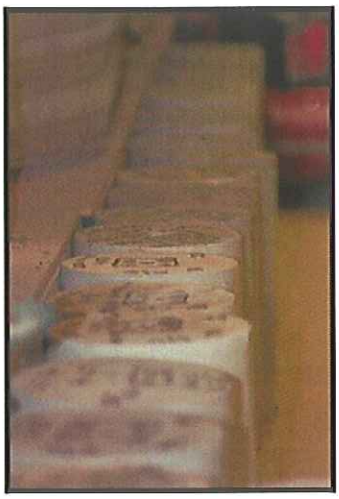
Availability of Personnel & Equipment
Nationally accredited technicians and approachable, available engineers enable MLA Labs, Inc. to tackle any engineering problem quickly on the phone or in the field. Long-standing working relationships with area contractors allow MLA Labs, Inc. to represent the client's interest without sacrificing efficiency or scheduling on site. MLA Labs, Inc. employs a full time scheduler whose job it is to satisfy our clients testing needs. All essential MLA Labs, Inc. personnel are available at any time for on site meetings to solve any potential problems in the field quickly.

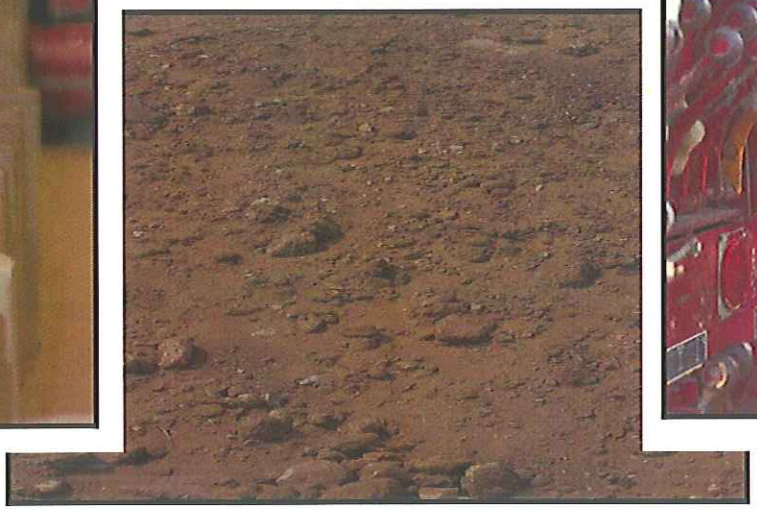
CAPABILITIES

MLA Labs, Inc. offers a variety of services throughout central Texas. Clients include: municipalities (cites & counties), independent school districts, governmental agencies, commercial site developers and builders, earthwork contractors, general contractors, architects, consulting engineers, residential builders, lending institutions and land and home owners. Typical consulting services offered are:

- Geotechnical Pavement Design Services
- Geotechnical Foundation Design Services
- Miscellaneous Geotechnical investigations such as slope stability analysis, retaining wall recommendations, etc.
- Construction Materials Testing, Quality Control and Assurance Inspection Services
- Forensic Studies and Expert Testimony
- Phase I Environmental Site Assessments
- Assorted Specialty Services

State-of-the-art field and laboratory investigative capabilities, highly-qualified technicians and engineers with over one hundred years of combined demonstrated performance on thousands of projects makes MLA Labs, Inc. a premier leader in the environmental, geotechnical and construction materials engineering fields.





EXPERIENCE

MLA Labs, Inc. has performed a large number of geotechnical investigations for pavement design throughout central Texas over the last 46 years. These pavement thickness designs have ranged from local streets up through major collector streets and arterials and have conformed to the local governing city or county standard. In the last 4 years alone, MLA Labs, Inc. has produced 180 geotechnical engineering reports for pavement thickness design with over 380 reports in the last 11 years. Construction materials testing has been performed during the construction phase of the project on the utility trenches and pavement materials on most of these projects.

Mr. Kirby T. Meyer, P.E., is an expert in the analysis of distressed pavement and is currently focusing on the forensic side of the industry. The information gathered during forensic analysis of existing pavement allows MLA Labs, Inc. to avoid pitfalls in new design and construction that can lead to pavement problems.

Dr. Robert L. Lytton, P.E., is recognized as an expert in pavement design and construction through his years of research at the Texas Transportation Institute and as a tenured professor at Texas A&M. The results of this research are brought to bear mainly during construction phase problem solving, but can also be incorporated into new design.

Mr. Timothy R. Weston, P.E., has been designing pavements for the clients of MLA Labs, Inc. for the past 11 years. He has worked with the specific standards of nearly every municipality in the region and uses the company's vast reservoir of local knowledge to design site specific pavements to meet all governing specifications in a cost effective manner.

MLA Labs, Inc. incorporates both pavement performance (forensics) and university research into its pavement designs and construction phase problem solving.

Familiarity with Williamson County

MLA Labs, Inc. operates its own fleet of one portable and five truck-mounted drill rigs and has been drilling in central Texas for the last 46 years. Since 2006, MLA Labs, Inc. has drilled 28,000 borings for geotechnical analysis with over 79,000 borings completed over the last 11 years. With the rapid growth of Round Rock, Cedar Park, Leander and Georgetown a vast majority of these borings have been placed throughout Williamson County. These borings have made us familiar with the highly variable soils conditions encountered in Williamson County, from the shallow limestone in the west through the variable central county area and the highly expansive east. We have produced numerous geotechnical recommendations tailored to the unique requirements of each of the varied conditions present in Williamson County. We have produced pavement thickness design recommendations and performed construction materials testing from Hutto in the Emory Farms subdivision to the Ranch at Brushy Creek subdivision near Cedar Park.

QUALIFICATIONS SUMMARY OF COMPANY PRINCIPALS

Kirby T. Meyer, P.E. - Chairman

With bachelor and master degrees from Texas A&M University and experience as a consulting engineer for more than 45 years, Mr. Meyer has expertise in overall project requirements and project management. He is also distinguished for his post-graduate work at The University of Texas and Harvard University, where he studied under noted geotechnical engineer Arthur Casagrande. His professional record in geotechnical and geological engineering, failure investigations, forensic studies and foundation design is respected throughout the industry. Mr. Meyer is a Fellow of the American Society of Civil Engineers and is a member of the National Society of Professional Engineers, American Society for Testing and Materials, American Concrete Institute, Post-Tensioning Institute and the National Forensic Center.

James C. Conner - President

Mr. Conner received his bachelor's degree from Texas A&M University in 1982. His outstanding commitment to quality has defined the standard for customer service in the residential and light commercial industries. His design and construction experience with builders and architects throughout central Texas have helped MLA Labs, Inc. develop a reputation for leadership in the industry. Mr. Conner is a member of the Home Builders Association of Greater Austin, Austin American Institute of Architects, National Association of Home Builders/Build-PAC, Austin Contractors & Engineers Association, and the Austin branches of Associated Builders & Contractors and Associated General Contractors.

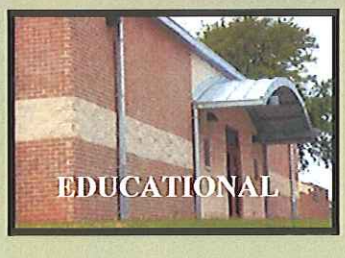
Timothy R. Weston, P.E. – Vice President

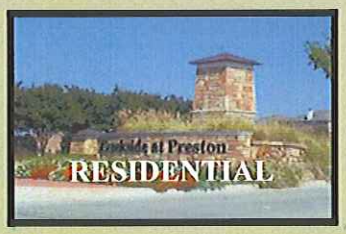
With a bachelor degree from Virginia Tech and master's degree from the University of Texas Mr. Weston contributes over 13 years of experience in geotechnical engineering, construction materials testing and environmental site assessments. He provides the day-to-day project management and technical supervision of all engineering projects. Typical project types include land development, utility installation, municipal pavement design and construction, residential foundations, light commercial buildings, retaining walls, schools, hospitals, etc. Mr. Weston is an active member of the American Society of Civil Engineers and is currently the Continuing Professional Development Committee Chair for the Texas Section. He teaches the local ASCE prep class in geotechnical engineering for the PE exam.

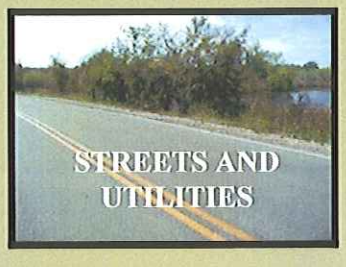
Robert L. Lytton, P.E., R.P.L.S., Ph.D. - Senior Consultant

Dr. Lytton earned his bachelor, master and doctoral degrees at the University of Texas. He is a member of the faculty at Texas A&M University where he holds the Fred J. Benson Chair in Civil Engineering. He is recognized internationally for his landmark contributions to the highly specialized fields of expansive clay soils and pavement analysis. Dr. Lytton is responsible for engineering breakthroughs leading to significant improvements in the integrity of building foundations and roadways. Dr. Lytton is a Fellow of the American Society of Civil Engineers and is a member of the National Society of Professional Engineers, American Society of Testing and Materials, American Concrete Institute and the Post-Tensioning Institute.

REPRESENTATIVE PROJECTS







GEOTECHNICAL ENGINEERING

MLA Labs, Inc. has sufficient geotechnical and construction materials testing experience with large scale, complex development and construction projects. This expertise with subsurface soil conditions can be invaluable in the construction process for the client. The firm's principals have been solving geotechnical problems in the Central Texas area for nearly half a century. As a Geotechnical Engineering consultant MLA Labs, Inc. has provided an average of approximately $1.84 billion in completed construction services annually for the past five years and provided services for 467 projects.

MATERIALS TESTING

The construction material testing department has streamlined the scheduling and inspection process in order to better serve the client while communicating openly with all involved parties on site. All MLA Labs, Inc. field and laboratory technicians are properly certified and average 15 years experience in the industry. As a Construction Materials Testing provider MLA Labs, Inc. has provided an average of approximately $1 billion in completed construction services annually for the past five years and provided testing services for 231 projects.

The Village at Kyle (Kyle Hospital Complex)

MLA Labs, Inc. served as both the geotechnical engineer and quality control testing lab for this new 212-acre development project in Kyle, Texas with over 540,000 square feet of retail space and 990,000 square feet of parking. The project was won as a partner with the earthwork contractor Rodman Construction, with a competitive bid for the mass grading executed by the owner for $116,030.00 and a total final billing of $113,452.60. Infrastructure testing required another stand-alone contract with the owner for an estimated $81,061.40, with invoicing to date of this 80% complete build out of $59,630.10.

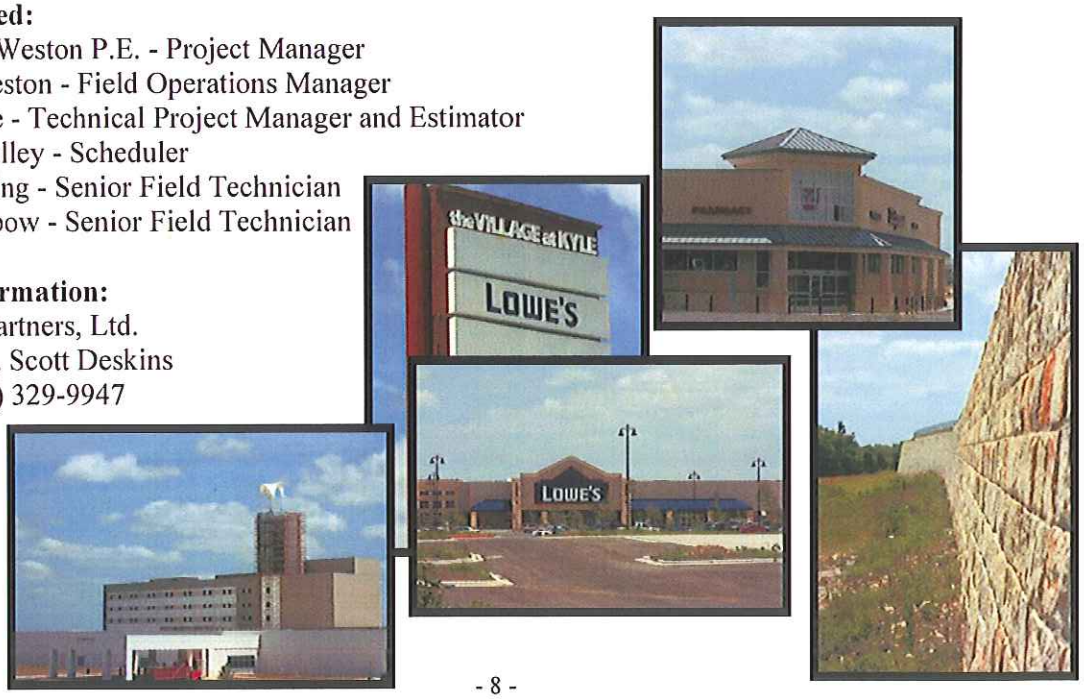
MLA Labs, Inc. observed and tested the compaction of a mass grading of over one million cubic yards of fill on site with variable site conditions from shallow limestone to deep, expansive clay. Both density testing and proofroll compaction testing were utilized in the variable soil conditions on site. Other site development testing included all underground utility backfill, all subgrade, base course and HMAC testing for all municipal and private pavements, and the construction of select fill pads across the site.

MLA Labs, Inc. supplied geotechnical recommendations for foundations for 22 commercial buildings, retaining walls and pavement layer thickness throughout the site. Variable subgrade site conditions made the pavement designs of both heavy-duty concrete and asphalt challenging in order to achieve maximum pavement performance throughout the project. All of the geotechnical recommendations were provided under a lump sum contract. No addenda were required during completion of the geotechnical recommendations. Geotechnical recommendations for pavement design were made for both municipal pavements (City of Kyle standards) and private pavements. The private pavement consisted of both HMAC and Portland Cement Concrete (PCC) paving. Pavement testing included HMAC compaction, asphalt content, HMAC thickness, base course compaction, lime stabilized subgrade gradations & density, concrete rebar size & spacing verification, concrete compressive strength testing and subgrade proofrolling and/or nuclear densities.

MLA Labs, Inc. also worked with the all design partners on the project to lower the potential movement of soil beneath structures with a remove and replace system of earthwork. This cooperation between firms led to a substantial material cost savings to the builder without a loss of performance.

Staff involved:
Timothy R. Weston P.E. - Project Manager
Matthew Weston - Field Operations Manager
Gregg Drake - Technical Project Manager and Estimator
Christina Colley - Scheduler
Larry Schilling - Senior Field Technician
Sandy Turnbow - Senior Field Technician

Owner Information:
SCC Kyle Partners, Ltd.
Contact: Mr. Scott Deskins
Phone: (512) 329-9947



Blanco Vista Subdivision

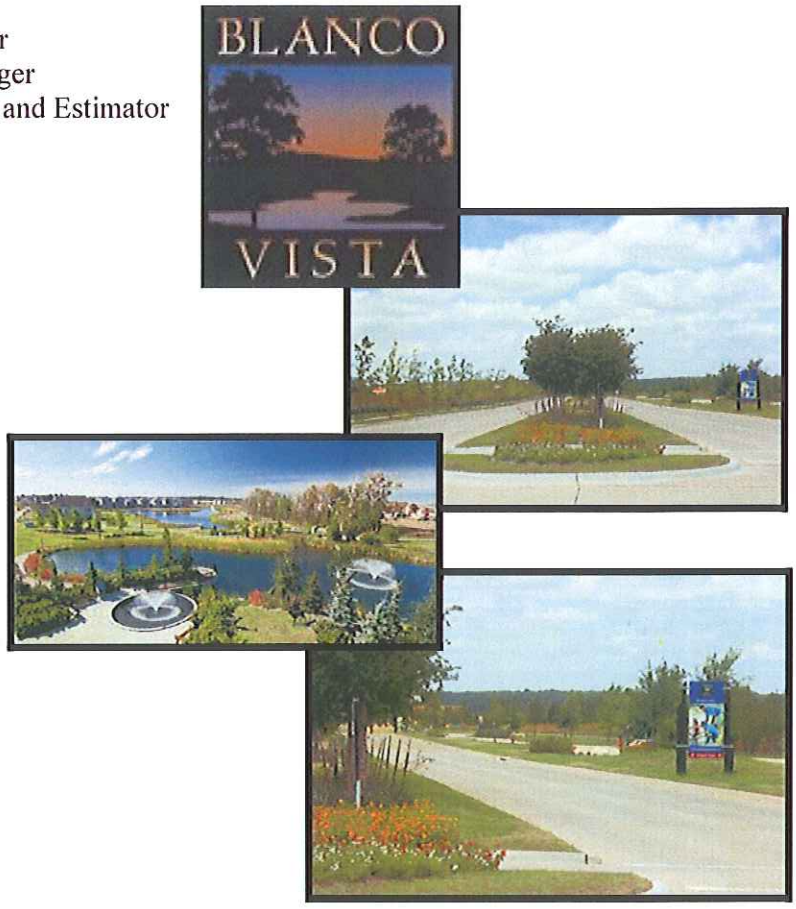
This planned community in San Marcos allowed MLA Labs, Inc. to perform several unique design and testing protocols for the variable soil conditions of the area. All geotechnical investigations for pavement designs for the project met the municipal street standards of the City of San Marcos, including the design of Major Arterial streets.

A Major Arterial design with heavy concrete pavement over a lime-stabilized subgrade was requested by the owner and contractor. Its design was based on both long-term performance and construction cost and was relatively unique to the Central Texas area for private development, where asphalt pavement is the norm. MLA Labs, Inc. observed and tested the construction of this design as well as the utility trenches for the City of San Marcos, grading fill and poured concrete throughout the development phase of the project.

In addition, MLA Labs, Inc. supplied geotechnical recommendations and acted as the quality control inspectors for the new Blanco Vista Elementary School in the development. Construction materials testing duties included all aspects of site preparation, building pad construction, pier and foundation inspection, mortar and grout testing, and structural steel inspection.

Staff involved:
Timothy R. Weston P.E. - Project Manager
Matthew Weston - Field Operations Manager
Gregg Drake - Technical Project Manager and Estimator
Christina Colley - Scheduler
Larry Schilling - Senior Field Technician
Sandy Turnbow - Senior Field Technician

Owner Information:
Carma Texas, Inc.
Contact: Jamie Hagen, P.E.
Phone: (512) 391-1330



Buda Main Street Extension

As a subcontractor for Capital Excavation Company, MLA Labs, Inc served as the quality control inspectors for all aspects of the above project. Those duties included: producing laboratory moisture density relationships curves (running proctors) and density testing all trench backfill for underground utilities beneath the extension; verifying proper processing of lime into subgrade via gradations and lime depth checks; running proctors and density testing of all lime treated subgrade, running proctors and density testing on all base course lifts; verifying reinforcement and sampling all poured concrete structures within project; testing all HMAC placed for project as specified by the plans and the City of Buda, Texas.

Staff involved:
Timothy R. Weston P.E. - Project Manager
Matthew Weston - Field Operations Manager
Gregg Drake - Technical Project Manager and Estimator
Christina Colley - Scheduler
Larry Schilling - Senior Field Technician
Sandy Turnbow - Senior Field Technician

Owner Information:
Capital Excavation Company
Contact: Mr. Chris Grahmann
Phone: (512) 440-1717

Burleson Manor Road

MLA Labs, Inc. surveyed the existing conditions of distressed pavement on Burleson Manor Road for Travis County, Texas, followed by a geotechnical investigation focused on the cause of the distress. This investigation led to a pavement thickness design that included recommendations for the rehabilitation and/or removal and reconstruction of the existing pavement. This design utilized both the geotechnical information and traffic data provided by the county. MLA Labs, Inc. then observed and tested all aspects of the pavement remediation and construction including Hot Mix Asphaltic Concrete (HMAC) for laydown temperature, laboratory and field density, asphalt content and aggregate gradation; Crushed Limestone Base Course for material qualification, aggregate gradation and density; Lime Stabilized Subgrade (LSS) for gradation and density.

Staff involved:
Timothy R. Weston P.E. - Project Manager
Matthew Weston - Field Operations Manager
Gregg Drake - Technical Project Manager and Estimator
Larry Schilling - Senior Field Technician

Owner Information:
Travis County Transportation and Natural Resources
Contact: Mr. Roger Schuck, P.E.
Phone: (512) 854-9383

FM 2325 Reconstruction

MLA Labs, Inc. surveyed the existing conditions of the pavement on FM 2325 for Loomis Partners. Loomis Partners is the civil engineer for the proposed reconstruction of 3+ miles of FM 2325 outside of Wimberley, Texas. Ultimately, the project is being performed for the owner, Hays County, Texas. Following, the existing condition survey, a geotechnical investigation was performed. This investigation consisted of borings placed at approximately 1000 feet on center. This subsurface investigation was used to develop pavement thickness designs in accordance with TxDOT, AASHTO and Hays County standards. Additional recommendations covered special issues such as possibility of full depth reclamation of existing pavement, noise reducing pavement, the potential re-use of existing pavement layers, embankment compaction, ground water, etc. Subsequent consultation has addressed retaining wall design and construction issues in both cut and fill situations. The pavement thickness design utilized both the geotechnical information and traffic data provided by the civil engineer representing the county. MLA Labs, Inc. is slated to observed and test all aspects of the pavement remediation and construction including Hot Mix Asphaltic Concrete (HMAC) for laydown temperature, laboratory and field density, asphalt content and aggregate gradation; Crushed Limestone Base Course for material qualification, aggregate gradation and density; embankment fill compaction and retaining wall construction. Construction is expected to begin in late 2010 or early 2011.

Staff involved:
Timothy R. Weston P.E. - Project Manager
Christopher Elliott – Geotechnical Project Manager

Owner & Client Information:
Hays County
Client: Loomis Partners (civil engineer representing Hays County)
Contact: Mr. Tracy Bratton, P.E.

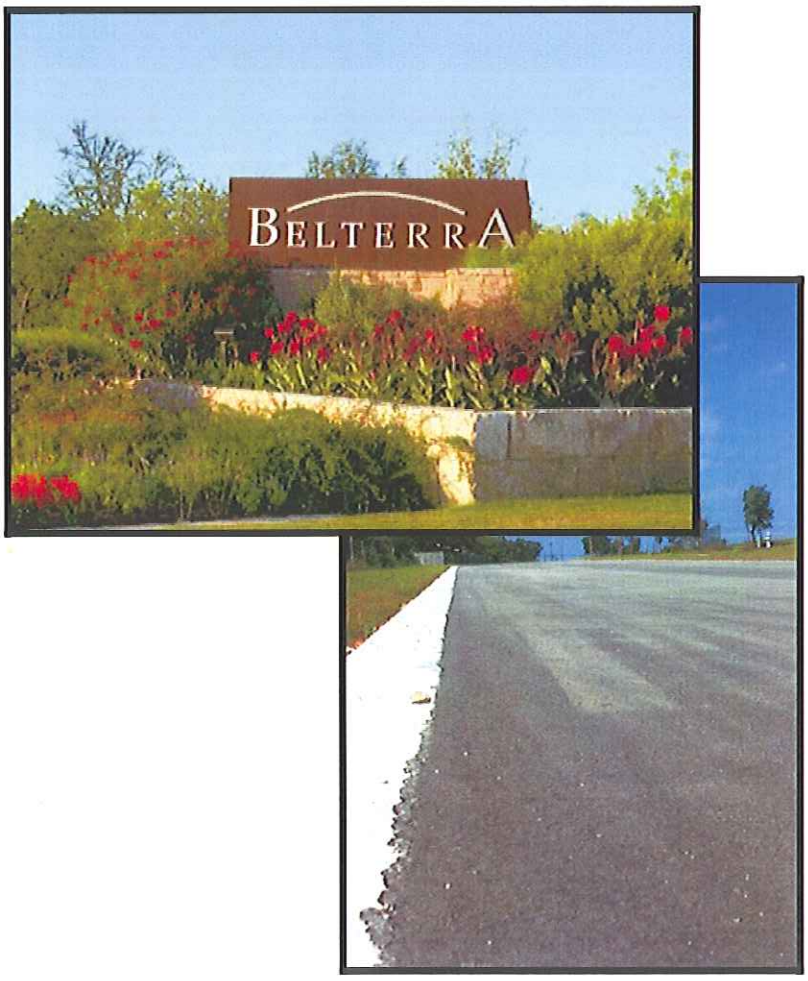
Belterra

MLA Labs, Inc. has been involved in the geotechnical recommendations and Construction Materials testing for every section of this planned community just northeast of Dripping Springs. Pavement designs of from residential up through Minor Collector streets were designed to meet Hays County and City of Austin specifications in both design and testing.

MLA Labs, Inc. met on site on several occasions to observe and make recommendations on groundwater affecting pavement performance in the subdivision. A team approach with the contractor, municipality and design professionals created a solution that was both technically sound and cost effective. MLA Labs, Inc. also tested all utility backfill, municipal pavements (Hays County), grading fill and poured concrete across all Phases and Sections of the project.

Staff involved:
Timothy R. Weston P.E. - Project Manager
Christopher Elliott – Geotechnical Project Manager

Client Information:
Client: Makar Properties
Contact: Steve Sherrill



REFERENCES

Contact: Scott Deskins
Company: SCC Development
Address: 301 Congress Avenue, Suite 1550
Austin, Texas 78701
Number: (512) 329-9947
Email: sdeskins@sccdevelopment.com

Contact: Greg Chavarria
Company: Hays Consolidated Independent School District
Address: 21003 IH-35
Kyle, Texas 78640
Number: (512) 268-2141 Ext. 6024
Email: chavarriag@hayscisd.net

Contact: Joe Bland
Company: Joe Bland Construction, LP
Address: 1311 Dessau Road
Austin, Texas 78754
Number: (512) 821-2808
Email: jbland@joeblandconstruction.com

Contact: Mike Ehrhardt, P.E.
Company: JC Evans Construction
Address: 8660 183A Toll Road
Leander, Texas 78641
Number: (512) 310-4406
Email: michael.ehrhardt@jcevans.com

Contact: Allan Nutt, AIA
Address: 5121 Bee Cave Road, Suite 202
Austin, Texas 78746
Number: (512) 330-0330
Email: allan@nutt.com

Contact: Walter Hoysa, P.E.
Company: Longaro & Clarke Consulting Engineers
Address: 7501 North Capitol of Texas Highway
Building A, Suite 250
Austin, Texas 78731
Number: (512) 306-0228
Email: whoysa@longaroclarke.com

PRINCIPALS AND OFFICERS RESUMES

KIRBY T. MEYER, P.E.
CHAIRMAN

PROFESSIONAL REGISTRATION

Licensed Professional Engineer No. 23228 - State of Texas
Former Registered Professional Surveyor - State of Texas (inactive)

ACADEMIC BACKGROUND

Bachelor of Science in Civil Engineering in 1957, Texas A & M University

Master of Science in Civil Engineering in 1959, Texas A & M University
Thesis title: "A Study of Certain Elastic and Plastic Strains Induced in Flexible Pavement Systems by Repetitive Wheel Loads"

Post-graduate work at Harvard University in 1969 -- Dr. Arthur Casagrande's specialized course for teachers and practicing engineers in geotechnical engineering.

Other post-graduate experience includes approximately 30 credit hours at the University of Texas at Austin in the areas of soil structure interaction and geotechnical engineering. Specialized training includes weeklong seminars in HEC-1 Hydrology and HEC-2 Hydraulics, upgrading water treatment plants, biological waste treatment, and chemical/physical treatment of wastewater at the University of Texas.

Attendance at numerous seminars and technical continuing education courses in the areas of management, geotechnical engineering, structural remediation, foundation engineering and drainage.

Teaching undergraduate *Laboratory Strength of Materials* and co-instructor of *Foundation Case Studies*, both at the University of Texas at Austin.

Presenter of numerous seminars and Continuing Education courses to builders, contractors, building inspectors, and engineering societies at national, state and local level - all of which pertain to geotechnical engineering, drainage and foundation engineering.

BUSINESS EXPERIENCE

1959-1962: United States Air Force, primarily as a base civil engineering officer.

1962-1964: Frank G. Bryant & Associates, a geotechnical and construction materials testing laboratory in Austin.

1964-present: Owner, Director, Chairman and Senior Consultant in MLAW Consultants and Engineers and predecessor organizations, active in structural and geostructural design, pavement engineering, and forensic engineering.

1985-present: Owner, Director, Chairman and Senior Consultant in MLA Labs, Inc., a geotechnical and construction materials testing laboratory.

1987-1990: Owner, Director, Vice-President of Geomechanics Services, Inc., a foundation repair and drainage remediation company.

1996-present: Owner, Director, Officer of Geostructural Tool Kit, Inc., a software development and applications consulting company serving engineers in the areas of soil-structure interaction and un-saturated soil mechanics.

AREAS OF COMPETANCE AND GENERALIZED EXPERIENCE

GEOTECHNICAL ENGINEERING

Familiar with most methods of exploration, including personal experience operating drilling equipment, sampling and logging with drill rigs, excavations, indirect geophysical methods, and geologic engineering techniques. Soil mechanics laboratory testing including personal experience with running all standard tests and supervision of technicians over an extended period of time. Analysis of results including personal preparation or review of approximately 10,000 geotechnical investigative reports over more than a 40-year time span.

Knowledgeable about expansive clay problems, having written a number of technical papers on the subject and spent over 40 years studying, analyzing, and designing structures to work with expansive clays. Familiar with the genesis and development of the Potential Vertical Rise method of TxDOT, including personal friendship with Chester McDowell, the originator of this procedure. Personal knowledge of the origin and genesis of the Building Research Advisory Board procedures for slab-on-ground design including personal relationship as friend and student of Raymond Dawson, who was a professor at the University of Texas at Austin and a member of the Special Advisory Committee for the BRAB reports.

PAVEMENTS, EARTHWORK & COMPACTION

Experienced with pavement design procedures including AASHTO, Asphalt Institute, TxDOT, City of Austin, U.S. Corps of Engineers and other procedures including elastic layer analysis and use of falling weight deflectometer. Familiarity with roller compacted concrete pavement, lime, cement and asphaltic stabilization procedures. Experience includes earthwork and paving design for over 60 truck terminals and numerous other commercial pavement designs such as shopping centers and industrial sites. Experience also includes numerous municipal pavement design projects for subdivisions and arterial roads.

MATERIALS ENGINEERING AND TESTING

Experience includes over 40 years of involvement with testing laboratories as owner, manager and principal engineer. Familiar with ASTM, TxDOT, ACI, AWS, and National Timber Standards. Extensive personal experience with testing of construction materials and inspection procedures, as well as review and supervision of such activities. Performed and reviewed numerous concrete, RCCP and HMAC mix designs and laboratory investigations. Planned and reviewed testing and inspection of soil stabilization processes, pre-wetting and soil replacement techniques. Supervision and analysis of full scale structural load testing.

GEOSTRUCTURAL DESIGN

Extensive experience with soil-structure interaction analysis including laterally loaded piles and piers, foundation design including stiffened slab-on-ground, pier and beam, and spread footings. Many years of experience with post-tensioned slab-on-ground design utilizing internally developed procedures, modified BRAB and the PTI design procedures. Experience with the genesis of the various design procedures through personal friendship with H. Platt Thompson, P.E. and association with Robert L. Lytton, Ph.D., P.E., who were instrumental in developing post-tensioned procedures and the PTI procedure. MLAW and predecessor organizations have produced over 200,000 residential foundation designs of all types of which Mr. Meyer is engineer of record for over 30,000 designs. Experience in design of earth retaining structures including drilled in place, crib wall, pre-cast units and reinforced concrete cantilever structures.

STRUCTURAL DESIGN

Experience and familiarity with light framed structures. Design of structures for single family, multi-family and small to mid-size commercial structures using wood, steel, and reinforced concrete. Design of remediation of damaged structures and retaining walls.

WATER PENETRATION INVESTIGATIONS

Investigation of water penetration and building envelope failures for residences, multi-family, and schools employing weather history, ground water analysis, spray testing , free water and vapor penetration of concrete slabs testing and observation. Evaluation of designs and as-built conditions.

FORENSIC ENGINEERING

Experience includes investigation of failures of the constructed environment including approximately 5,000 study reports from small to large projects. These projects typically included design of remediation, estimating cost of remediation, analysis, consultation, litigation support and report preparation. Procedures include use of nuclear density meters, ground penetrating radar, R-Meter, Bore Scope, in-pipe camera, moisture meter, corrosion analysis and geotechnical and materials testing field and laboratory procedures. Experience includes analysis and evaluation of effects of vibration from blasting and construction equipment. Affiliated testing laboratory available. Expert testimony has included between 50 and 100 appearances to provide testimony in deposition, court, or arbitration.

CONSTRUCTION EXPERIENCE

Owner and officer in a small general contracting firm (1964 through 1966), foundation pier-drilling company (1965 through 1995), and a foundation repair company (1987 through 1991). Construction management of specialized type construction including cable car "skyrides" at Brackenridge Park and the Hemisfair in San Antonio, the Submarine Theater at Aquarena Springs at San Marcos, truck terminals at Seguin and Taylor and other projects with partial or full construction management responsibilities.

CIVIL ENGINEERING PROJECT DESIGN

Engineer of record or indirect supervision of design of a number of major land developments, municipal utility districts and over 100 subdivisions, drainage, paving, water and sewerage plants, industrial waste and site plans. Prepared and signed survey plats for the majority of these developments. Numerous small to medium size drainage, wet ground and flood studies, often involving remedial designs.

CONSTRUCTION CONTRACT ADMINISTRATION & INSPECTION

Experience includes solicitation of bids, recommendations to owners for accepting best bids, contract preparation, administration of construction, approval of contractor's pay requests, inspection of construction and warranty follow-up inspections on construction of a value of over $500,000,000. The projects included subdivision design, streets, drainage, utilities, water and wastewater treatment plants, building and site structures and earthwork. Personally inspected or reviewed inspector's reports on over 30,000 single family or multi-family residential projects.

AFFILIATIONS, PROFESSIONAL & COMMUNITY ACTIVITIES

American Society of Civil Engineers - Fellow

American Society of Civil Engineers, National Standards Committee—Design of Residential Structures on Expansive Soils - Member, 1996-present.

American Society of Civil Engineers, Technical Council of Forensic Engineering—Technology Implementation Committee - Member, 1997-present.

Texas Board of Professional Engineers, Residential Foundations Committee - Design Sub-Committee Chair, 1997-2001.

Post Tensioning Institute, Slab On Ground Committee - Member, 1998-Present. Chair, Geotechnical Sub-Committee, 2005-2007.

Houston Foundation Performance Committee - Member, 1998-present.

Texas Section of American Society of Civil Engineers - Residential Foundation Investigation and Design Sub-Committee member, January 2000-present.

Texas Section of American Society of Civil Engineers - Residential Foundation Evaluation and Repair Sub-Committee member, January 2000-present.

Texas Section of American Society of Civil Engineers - Award of Honor, 2000

Texas Section of American Society of Civil Engineers - (office held - V.P. Professional Affairs)

Austin Branch of American Society of Civil Engineers - (offices held - Secretary, V.P. Programs, President)

National Society of Professional Engineers

Texas Society of Professional Engineers

American Society for Testing and Materials

American Concrete Institute

American Association of Cost Engineers

National Forensic Center

Post Tensioning Institute

Tau Beta Pi

Phi Kappa Phi

South Austin Civic Club - (offices held - Secretary, President)

Austin Chamber of Commerce

Capitol City A & M Club - (office held - V.P.)

Association of Former Students - Texas A & M University

Bannockburn Baptist Church - (offices held - Building Committee-Chair, Finance Committee-Chair)

ROBERT L. LYTTON, PhD, P.E.
SENIOR CONSULTANT

CURRENT POSITIONS

F. J. Benson Endowed Chair
Professor, Civil Engineering
Director, Center for Infrastructure Engineering, Texas Engineering Experiment Station
Research Engineer, Texas Transportation Institute
Texas A&M University

ACADEMIC BACKGROUND

Doctor of Philosophy in Civil Engineering in 1967, University of Texas
Master of Science in Civil Engineering in 1961, University of Texas
Bachelor of Science in Civil Engineering in 1960, University of Texas

PATENTS

"Systems Identification and Analysis of Subsurface Radar Signals," U.S. Patent No. 5,384,715.

HONORS, AWARDS AND LISTINGS

Hamilton Watch Award, University of Texas, College of Engineering, 1960

Honorary Fellow, University of Texas, 1960-61

Graduate Fellow, National Science Foundation, 1960-61, 1965-67

John B. Hawley Award, Texas Section ASCE, 1966

Post-doctoral Fellow, National Science Foundation, 1969-70

Everite Bursary Award, Council for Scientific and Industrial Research, Pretoria, South Africa, 1984

Who's Who in Texas, 1986

Who's Who in the South and Southwest, 1988 and afterward

American Men and Women in Science, 1989 and afterward

Who's Who in America, 1993 and afterward

Who's Who in the World, 1994 and afterward

Fellow, American Society of Civil Engineers, 1992

Texas A&M University Association of Former Students Distinguished Achievement Award in Research, 1996

Transportation Research Board Distinguished Lecture, 2000

COURSES TAUGHT(T) AND DEVELOPED(D)

CVEN 365 Soil Mechanics (T)
CVEN 435 Foundation Engineering (T)
CVEN 400 Senior Capstone Design Course (T)
CVEN 616 Systems Design of Pavements (T,D)
CVEN 646 Foundations on Expansive Clays (T,D)
CVEN 647 Numerical Methods in Geotechnical Engineering (T,D)
CVEN 613 Micromechanics in Civil Engineering Materials (T,D)
CVEN 689 Pavement Evaluation (T,D)
CVEN 689 Design and Forensic Case Studies in Geotechnical Engineering (T,D)

LICENSES

Registered Professional Engineer, Texas #27657
Registered Professional Engineer, Louisiana #9620

PROFESSIONAL ACTIVITIES

Control Group Member, ASCE Standards Committee on the Design of Residential Foundations on Expansive Clays, 1992-present

Control Group Member, ASCE Standards Committee on Independent Peer Review, 1992-present

Member, General Design Subcommittee, Southern Building Code Congress International, 1986-1988

Chairman, Transportation Research Board Committee A2L06 Environmental Factors Except Frost, 1987-1993

Organizing Committee, Seventh International Conference on Expansive Soils, Dallas, Texas, August, 1992

Organizing Committee, First International Conference on Unsaturated Soils, Paris, France, September, 1995

U.S. Representative on Committee TC-6, International Society of Soil Mechanics and Foundation Engineering, 1987-present

Secretary, Fourth International Conference on Expansive Soils, Denver, Colorado, June, 1980

Secretary, American Society of Civil Engineers Research Council on Expansive Soils

Transportation Research Board Committees: A2L06, Environmental Factors Except Frost; A2B01, Pavement Management Systems; A2B04, Pavement Rehabilitation; Task Force A2T59, Relating Distress to Performance; Task Force A2T56, Non-Destructive Testing of Airfield Pavements

American Concrete Institute Committee 360

Post Tensioning Institute Technical Advisory Board

Publication Advisory Board, International Journal for Numerical and Analytical Methods in Geomechanics, John Wiley and Sons

BRIEF BIOGRAPHICAL SKETCH

Robert L. Lytton was born in Port Arthur, Texas on October 23, 1937, a descendant of a family which came to Texas as part of Stephen F. Austin's Little Colony (1828) and contributed several soldiers to the Texan army which won Texas' independence in the battle of San Jacinto (April 21, 1836) over the Mexican Army of Operations under President Santa Anna. He attended high school in San Antonio, Texas, and graduated from the University of Texas at Austin in June 1960 with a Bachelor of Science degree in Civil Engineering. He received the College of Engineering Hamilton Watch Award, given to the graduating senior with the highest-grade average. He completed a Master of Science degree in August 1961 as a Graduate Fellow of the National Science Foundation and was inducted into the Friar Society of the University of Texas, which elects twelve students each year. He spent two years on active duty with the U.S. Army 35th Engineer Construction Group from 1961 to 1963 during the Cuban missile crisis and the beginning of the war in Vietnam. After another two years working with a consulting civil engineer in Houston, Texas, he returned to the University of Texas once more as a Fellow of the National Science Foundation. He completed his Ph.D. degree in August, 1967 and served as an Assistant Professor at the University of Texas in 1967-68.

A Post-doctoral Fellowship from the National Science Foundation permitted him to spend the next two years engaged in research on foundations on expansive soils with the Australian commonwealth Scientific and Industrial Research Organization Division of Applied Geomechanics. Returning to the United States in 1971 he entered the faculty at Texas A&M University, rising to the rank of Professor in 1976 and being awarded the A.P. and Florence Wiley Chair in Civil Engineering in 1990, and the F. J. Benson Chair in Civil Engineering in 1995. His professional interests are in Expansive Clay Theory and Design; Soil Mechanics; Soil-Structure Interaction; Soil Dynamics; Continuum Mechanics; Fracture Mechanics; Non-destructive Testing of Pavements; Pavement Analysis, Design, and Management; and Sampling, Statistical Methods, and Reliability.

BRIEF PROFESSIONAL BIOGRAPHICAL SKETCH

Dr. Lytton recently completed a project for the Federal Highway Administration to develop an integrated model to predict environmental effects beneath pavements. The analytical method developed uses coupled heat and moisture flow and predicts suction and temperature, freezing and thawing, and frost heave beneath pavements. The calculated results were compared favorably with field measurements made in College station, Texas; Amarillo, Texas; and Deland, Illinois. The model was used extensively in several of the SHRP Asphalt and Long-Term Pavement Performance programs.

He is the author of Chapter 13 of the textbook, "Numerical Methods in Geotechnical Engineering," (McGraw-Hill). The chapter is titled, Foundations in Expansive Soils. He teaches a graduate course in Civil Engineering at Texas A&M University on the same subject.

His doctoral dissertation was on water movement in expansive soils. His two-year period of study in 1969-70 as a Post-Doctoral Fellow of the National Science Foundation was with Dr. Gordon Aitchison of the Australian Commonwealth Scientific and Industrial Research Organization (CSIRO) Division of Applied Geomechanics on the subject of expansive soils.

In 1976-78, he conceived and supervised the research project at Texas A&M for the Post-Tensioning Institute which resulted in the publication of the manual on the Design and Construction of Post-Tensioned Slab-on-Ground which he coauthored. The design procedure contained in that manual has been incorporated verbatim into the Southern Building Code, the Uniform Building Code, and American Concrete Institute Report ACI 360R-92 on Design of Slabs on Grade.

In 1984, his pioneering work in expansive soils and foundation design was recognized by the South African Council for Scientific and Industrial Research which honored him with the Everite Bursary Award which is given to one person each year by that country and is an award of the highest distinction.

His lectures in Central and South America on the same subject are credited with having begun the highly creative and energetic research and engineering design presently being accomplished in Columbia and Mexico.

He has been a member of ACI Committee 360 on Slabs-on-Ground, and is currently a member of the Post-Tensioning Institute Technical Advisory Board, and the Southern Building Code Congress General Design Subcommittee.

Together with Dr. Chris Mathewson, of the Texas A&M University, Department of Engineering Geology, he conducted a three-year long project for the National Science Foundation to survey the damage done by expansive soils to houses in five cities in Texas: Beaumont, College Station, Amarillo, San Antonio and Waco. He developed regression analysis models of the causes of damage in each city. Each survey had at least 100 residences and a total of 700 residences were surveyed. He developed a method of modifying the Post-Tensioning Institute design of stiffened slabs to account for the variability of site conditions using a risk analysis approach.

His experience in field, laboratory, and analytical studies and his proven record of organizing and successfully completing projects which are both complex and highly significant in their impact all contribute to his well earned international reputation for creative advances in the analysis and design of foundations and pavements on expansive soils.

He was the keynote speaker at the 7th International Conference on Expansive Soils, which was held in Dallas, Texas in August 1992. He has been the United States representative on the International Society of Soil Mechanics and Foundation Engineering Technical Committee TC-6 since 1989. He presented the keynote address in the area of foundations and pavements to the 1st International Conference on Unsaturated Soils, which was held in Paris, France in September 1995. Recently, he presented the keynote address on the same subjects to the 3rd International Symposium on Unsaturated Soils in Rio de Janeiro, Brazil in April 1997.

Dr. Lytton's publications list includes over 300 technical papers, invited lectures and major reports, over a time span of over 38 years.

JAMES C. CONNER
PRESIDENT

ACADEMIC BACKGROUND

Bachelors of Environmental Design in 1982, Texas A&M University at College Station

BUSINESS EXPERIENCE

2003 to Present – President of MLAW Consultants & Engineers
Oversee all general daily operations, including marketing operations, acquisitions and mergers.

2001 to Present – President of MLA Labs, Inc.
Oversee all general daily operations including geotechnical services, construction materials testing, administrative reviews and marketing operations.

1998 through 2001 – Executive Vice-President of MLA Labs, Inc., Director of Marketing
Oversee all general daily operations including geotechnical services, construction materials testing, administrative reviews and marketing operations.

2002 through 2003 – Executive Vice-President of MLAW Consultants & Engineers
Oversee all general daily operations.

1995 through Present – Vice-President of MLAW Consultants & Engineers
In charge of Residential Engineering Service Division.

1990 through Present – Corporate Director of Marketing
Implemented and supervised MLAW marketing program.

1984 through 1994 – Senior Foundation Designer for MLAW Consultants & Engineers
Designed foundation and superstructure elements for light commercial and residential construction, under general review by a professional engineer. Supervised six to eight technicians, maintained client contact and supervised construction phase program.

PROFESSIONAL ORGANIZATIONS

Associated General Contractors

Home Builders Association of Greater Austin

Dallas Homebuilders Association

North Dallas Homebuilders Association

Bryan/College Station Homebuilders Association

American Concrete Institute

American Society of Certified Engineering Technicians

Austin Contractors and Engineers Association

American Institute of Architects

Association of Soils and Foundation Engineers

AFFILIATIONS & COMMITTEE AFFAIRS

Great Hills Country Club House Steering Committee

Great Hills Homeowners Association, Architectural Review Committee

Association of Former Students, Texas A&M University

ABC Legislative Committee

AGC Activities Committee

HBA Governmental Relations Committee

INDUSTRY ACTIVITIES

Has presented seminars covering geotechnical investigations and slab-on-ground foundations to numerous organizations and groups, including Greater Austin HBA Essential Building Skills

TIMOTHY R. WESTON, P.E.
VICE PRESIDENT

PROFESSIONAL REGISTRATION

Registered Professional Engineer No. 87938 in the State of Texas

ACADEMIC BACKGROUND

Masters of Science in Civil Engineering in 1996, University of Texas at Austin, Department of Geotechnical Engineering

Bachelor of Science in Civil Engineering in 1993, Virginia Polytechnic Institute and State University (Virginia Tech)

Attendance at numerous seminars and technical continuing education courses in the areas of geotechnical, structural and foundation engineering

BUSINESS EXPERIENCE

2001 to Present – Owner, Vice President, MLA Labs, Inc,

1999 through 2001 - Geotechnical Project Manager, MLA Labs, Inc.

1998 through 1999 - Staff Forensic Engineer, MLAW Consultants and Engineers, Inc.

1996 through 1998 - Geotechnical Project Manager, MLA Labs, Inc.

1993 through 1996 - Teaching Assistant, University of Texas at Austin, Geotechnical Engineering Department. Instructed undergraduate civil engineering students in Soil Mechanics and Introduction to Civil Engineering courses.

1994 through 1996 – Research Assistant, University of Texas at Austin, Geotechnical Engineering Department. Performed research into the effects of grain size and particle distribution on the stiffness and damping of granular soils at small strains. (Funded by Italian Institute for Soil Mechanics)

AFFILIATIONS AND COMMUNITY ACTIVITIES

Continuing Professional Development Committee Chair, American Society of Civil Engineers – Texas Section (2006 to present)

ASCE Austin Branch –Teacher of Geotechnical Engineering PE Exam Review Course (2006 to present)

Tau Beta Pi National Honor Society

Chi Epsilon Civil Engineering Honor Society

American Society of Civil Engineers, Active Member

Greater Austin Contractors and Engineers Association, Active Member, Legislative Committee

Real Estate Council of Austin, Active Member

KEY PERSONNEL

Timothy R. Weston, P.E. – 1997
Vice President
See resume in Principals and Officers Resumes.

Matthew B. (Matty) Weston – 2002
Field Operations Manager
Mr. Weston supervises all in-house testing ensuring accuracy and strict adherence to all applicable testing standards. Mr. Weston manages all field and laboratory technicians and monitors project budgets and invoicing. Mr. Weston is also a laboratory and field construction materials testing technician with eleven years of experience.

Gregg Drake – 1991
Technical Project Manager and Senior Estimator
Mr. Drake reviews project specifications and drawings to determine an approximate estimate budget for commercial testing. Mr. Drake is responsible for determining all applicable construction materials testing standards for a project and ensuring that all field technicians are aware of the same. He has 22 years of experience in the testing of construction materials and holds credentials of NICET Level III for Asphalt, Soil, and Concrete. Mr. Drake is also the MLA Labs, Inc. safety and radiation safety officer and is certified as a grade 1 field technician by the American Concrete Institute (ACI).

Chris Elliott – 2003
Geotechnical Project Manager
Mr. Elliott manages all geotechnical projects and provides technical support for all other types of projects. He directs sampling techniques for drilling and laboratory testing on soil samples gathered during the drilling phase of a project. Mr. Elliott uses the data gathered during drilling to analyze the particulars of the project in accordance with the project scope. Mr. Elliott then implements design recommendations and prepares preliminary reports for review by the Engineer. He assists the Engineer with field and laboratory procedures on all soil samples.

Larry Schilling – 1996
Senior Field Technician – Construction Materials Testing
Mr. Schilling is responsible for supervising and performing tests on field and laboratory samples in accordance with applicable recognized procedures such as ASTM or TxDOT Methods. He has 35 years of experience in the testing of construction materials and holds credentials of NICET Level III for Asphalt and Concrete and NICET Level II for Soil. He is also certified as a grade 1 field technician by the American Concrete Institute (ACI) and TxAPA HMA Roadway Specialist Level 1B certified by TxDot.

Sandy Turnbow – 2003
Senior Field Technician – Construction Materials Testing
Mr. Turnbow is responsible for supervising and performing tests on field and laboratory samples in accordance with applicable recognized procedures such as ASTM or TxDOT Methods. He has seven years of experience in the testing of construction materials and is certified as a grade 1 field technician by the American Concrete Institute (ACI) and TxAPA HMA Roadway Specialist Level 1B certified by TxDot.

Randy Rigney – 2007
Field Technician – Construction Materials Testing
Mr. Rigney performs field-testing including density, concrete, structural steel, post tension, HMAC and coring. He has three years of experience in the testing of construction materials and holds credentials of NICET Level II for Asphalt, Soil and Concrete. He is also certified as a grade 1 field technician by the American Concrete Institute (ACI).

Galen Kemp – 2005
Field Technician – Construction Materials Testing
Mr. Kemp performs field-testing for densities, concrete, structural steel, post tension, HMAC and coring inspections. He has five years of experience in the testing of construction materials. Mr. Kemp is certified as a grade 1 field technician by the American Concrete Institute (ACI).

Brian Albritton – 2010
Field Technician – Construction Materials Testing
Mr. Albritton performs field-testing for densities, concrete, structural steel, post tension, HMAC and coring inspections. He has five years of experience in the testing of construction materials. Mr. Albritton is certified as a grade 1 field technician by the American Concrete Institute (ACI).

Kris Baxter – 1999
Senior Drill Operator
Mr. Baxter has 11 years of operating and maintenance experience with the entire fleet of MLA Labs, Inc. drill rigs and 30 years overall in the drilling industry. He has sampled in every soil and geologic formation in Central Texas and is proficient in all methods of sampling subgrade material in Texas.

Terry Broussard – 1997
Senior Drill Operator
Mr. Broussard has 13 years of experience as a drill operator for MLA Labs, Inc. and can operate all units in MLA Labs, Inc.'s fleet of rigs. He has sampled in every soil formation in Central Texas and is proficient in all methods of sampling subgrade material in Texas.

Stephen Poldrack – 1997
Senior Lab Technician
Mr. Poldrack has been working in the laboratory at MLA Labs, Inc for seven years. He is proficient in all aspects of soil and aggregate testing and is the company's senior HMAC lab technician. Mr. Poldrack is Level 1A Plant Production Specialist certified by TxDOT and the Texas Asphalt Paving Association.

Steven Bunkley – 1996
Senior Lab Technician
Mr. Bunkley has 13 years of experience as a lab technician for MLA Labs, Inc. He is proficient in all aspects of soil and aggregate testing with a particular concentration in moisture density relationships (proctors) and concrete testing. Mr. Bunkley is accredited as a Grade 1 Lab Strength Technician by the American Concrete Institute.

Seleana Lewis – 2005
Controller/ HR Director
Ms. Lewis prepares initial account set up and oversees billing of all projects. She reviews project budgets and manages accounts payable & receivable staff. Ms. Lewis performs all HR manager responsibilities.

Christina Colley – 2005
Scheduling Coordinator
Mrs. Colley schedules all testing services for clients on all Construction Materials Testing projects. She assists clients with any questions or concerns that may arise pertaining to the specific project.

Shauna Strehler – 2007
Contracts Manager
Mrs. Strehler is responsible for all contract administration. Her duties include the drafting, evaluation and execution of all proposals and contracts. She ensures that all staff affected by the contract are aware of the contract arrangements.

David Butcher – 2008
Manager-Planning and Support Services
Mr. Butcher is primarily responsible for providing planning and support services to civil engineers and/or their clients, and oversees any and all Phase I Environmental Site Assessments in conjunction with Timothy Weston, P.E. In addition, Mr. Butcher brings nearly a decade of CAD experience to MLA Labs, Inc. and creates all the borings plans for our geotechnical investigations.

MLA LABS, INC.

Geotechnical Engineering and
Construction Materials Testing
"put us to the test"

2804 Longhorn Boulevard
Austin, TX 78758
Phone: 512-873-8899
Fax: 512-835-5114

Mr. Timothy R. Weston, P.E.
Vice President
Mobile: 512-848-3264
Email: trweston@mlalabs.com

Mr. Matthew B. (Matty) Weston
Field Operations Manager
Mobile: 512-748-2253
Email: mbweston@mlalabs.com

Mr. Christopher Elliott
Geotechnical Project Manager
Mobile: 512-748-6069
Email: cpelliott@mlalabs.com

Mr. Gregg D. Drake
Technical Project Manager & Senior Estimator
Mobile: 512-848-2672
Email: gddrake@mlalabs.com

Mrs. Christina Colley
Scheduling Coordinator
Mobile: 512-848-3784
Email: cncolley@mlalabs.com

To consider and take appropriate action on the contract with Baer Engineering and Environmental Consulting, Inc.

Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Lydia Linden, Unified Road System
Submitted For: Robert Daigh
Department: Unified Road System
Agenda Category: Regular Agenda Items

Information

Agenda Item

To consider and take appropriate action on the contract with Baer Engineering and Environmental Consulting, Inc., for an Asbestos Survey for the Sign Shop renovation at Road & Bridge, 3151 Inner Loop Rd., Georgetown

Background

Asbestos Survey is a State Requirement and must accompany the permit application required by the city of Georgetown. Hal Hawes has reviewed and approved the contract form

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Baer Engineering

Form Routing/Status

Form Started By: Lydia Linden Started On: 12/07/2010 03:38 PM

Final Approval Date: 12/07/2010

Baer Engineering
and Environmental Consulting, Inc.

November 18, 2010

Williamson County
Facilities Maintenance Department
508 Holly Street
Georgetown, Texas 78628

Sent via electronic mail to dgossett@wilco.org

Attention: Mr. Dwayne Gossett

Reference: **PROPOSAL FOR ASBESTOS SURVEY**
3151 S.E. Inner Loop, Georgetown, Texas
Baer Engineering Proposal No. 101091-5.010, Exhibit A

Dear Mr. Gossett:

Baer Engineering and Environmental Consulting, Inc. is pleased to submit this proposal to provide an asbestos materials survey at 3151 S.E. Inner Loop in Georgetown, Texas. This proposal is based on information provided by you and our experience with similar projects.

The following sections present the project information, our proposed scope of services, reporting, time and fee information, and procedures for authorization to perform our services.

PROJECT INFORMATION
We understand that the building is a 2,500 square-foot pre-fabricated metal building. The purpose of the survey is to provide documentation of the presence of asbestos-containing materials (ACMs) for renovation or demolition.

SCOPE OF SERVICES
The requested asbestos survey services are intended to comply with the Texas Asbestos Health Protection Rules (TAHPR) which detail specific requirements for material sampling, laboratory analysis, and survey documentation. Additionally, TAHPR requires that ACMs be identified prior to any planned activities that would potentially disturb them.

We will perform the survey to include appropriate material sampling, laboratory analysis and reporting to comply with the TAHPR prior to renovation or demolition.

An experienced individual inspector licensed by the Texas Department of State Health Services (DSHS), will conduct the asbestos materials survey and sampling. The inspector will identify potential ACMs and collect samples of these materials in accordance with the TAHPR. Minor damage will be incurred to accomplish the material sampling but we will minimize such damage. We will not repair such damage. We will assess the areas to be renovated and demolished and collect representative samples of homogenous materials.

The samples obtained will be sent to a DSHS-licensed laboratory where they will be analyzed for the presence of asbestos utilizing Polarized Light Microscopy (PLM) in accordance with the United States Environmental Protection Agency's (EPA) "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116, July 1993).

REPORTING

Baer Engineering will prepare a written letter report to document the survey findings. The letter will present the background information, purpose and scope of the survey, the survey procedures, survey findings, and recommendations. The letter report will include:

- A list of homogeneous areas sampled for asbestos;
- A list of material samples collected/tested with identification of samples that were found to contain asbestos;
- Quantity estimates of each homogeneous area of ACM identified;
- Photographs of each homogenous material tested positive for ACM; and
- Individual laboratory analysis reports.

We will describe the general locations and extent of materials found to contain asbestos. The quantity of ACMs will be the total quantities in homogeneous material areas and will not relate to specific individual areas.

The information obtained by the survey, material sampling, and laboratory analysis can be utilized along with specific renovation or demolition plans to develop abatement plans, if necessary. The scope of our proposed services does not include development of abatement plans and specifications. Baer Engineering can provide these services as an additional service and will submit a written proposal for your approval, if requested.

TIME AND FEE INFORMATION

Baer Engineering will perform the above-described scope of services based on the time required and expenses incurred in accordance with the attached Schedule of Fees. We recommend establishing the following budget:

Field survey	**$ 300**
Laboratory analysis (up to 21 samples)	**$ 210**
Report, project management, equipment, and expenses	**$ 590**
Total:	**$ 1,100**

Our service fee includes expenses for one inspector to perform the site survey work during a four-hour site visit (including travel time) without access delays. Our service fee also includes analysis of up to twenty-one material samples for asbestos by PLM analysis. Additional sample PLM analysis, if necessary, will be billed at an additional fee of $10 per sample. Normal turnaround time for laboratory analysis is 5-10 working days. Priority analysis of the samples to receive results within 1-2 days, if requested, will be an additional fee of $5 per sample. We will provide a verbal report of the findings upon receipt of the laboratory analysis. Requests for additional services, beyond the scope of services presented in this proposal, will be based on the time required and expenses incurred in accordance with the attached schedule of fees. We will not perform additional services without your prior authorization.

SURVEY QUALIFICATIONS

Baer Engineering will observe existing conditions in the building using generally accepted procedures. Concealed materials that exist inside walls and other building cavities, as well as behind interior and exterior finishes, may not be detected if there are no visible indications that such materials are present. Baer Engineering will attempt to locate hidden materials, based upon the inspector's professional judgment of where such materials may likely exist. However, please be aware that it may not be possible to identify all concealed materials, given the time and budget allowed for this project. Additional sampling may be necessary if demolition or renovation uncovers concealed suspect materials.

The analysis of the samples obtained with respect to the presence and amount of asbestos, if any, is limited to that for the discrete area and quantity of material sampled at that particular location. Different analytical results may be obtained at adjacent areas due to variations in the material type and consistency.

AUTHORIZATION

The services addressed above will be performed in accordance with the attached Professional Services Contract. You can authorize Baer Engineering to proceed with the above proposed services by signing the work authorization line on the last page of the contract and returning a complete copy to us. Once received, we will sign the contract and send you a copy for your records. Our work product will be prepared on the behalf of and for the exclusive use of Williamson County and its agents.

We look forward to assisting you with these services. Please contact us if you have any questions concerning these services or require adjustments to our approach.

Respectfully submitted,
BAER ENGINEERING AND ENVIRONMENTAL CONSULTING, INC.

Stephanie Ashley

Stephanie Ashley
Senior Scientist

Attachments: Schedule of Fees
Professional Services Contract

2010 SCHEDULE OF FEES
BAER ENGINEERING AND ENVIRONMENTAL CONSULTING, Inc.

ENGINEERING AND ENVIRONMENTAL		Hourly Rate
Principal	Engineer, Geologist, Biologist, Scientist, Consultant	152.25
Senior	Engineer, Geologist, Biologist, Scientist, Consultant, Project Manager, LEED AP	131.25
Project	Engineer, Geologist, Biologist, Scientist, Project Manager	110.25
Staff	Engineer, Geologist, Biologist, Scientist	97.25
Field	Engineer, Geologist, Biologist, Scientist	86.65

INDUSTRIAL HYGIENE	
Certified Industrial Hygienist, Mold Assessment Consultant	152.25
Asbestos Consultant, Lead Project Designer	105.00
Asbestos Management Planner, Lead Assessor	94.50
Asbestos Project Manager/ Air Monitoring Professional	69.85
Asbestos/Lead Inspector, Air Monitoring Professional	59.35

TECHNICAL SUPPORT	
CADD Operator/Drafter, Information Technology	69.85
Senior Technician	69.85
Project Technician	54.00
Associate Technician	43.50

ADMINISTRATIVE SUPPORT	
Administrative Assistant	50.00
Clerical Assistant	45.00

Charges will be made at the rates listed above for time spent in project management, consultation or meetings related to the project, conducting field surveys, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc. Time spent on projects in litigations, in depositions, and providing expert testimony will be charged at the standard rate times:	1.5
Technician and Support Personnel time for work over 8 hours per day and on holidays, Saturday and Sunday will be charged at the standard rate times:	1.5

EXPENSES	
Company/personal vehicle travel expenses, per mile	$0.60
Per Diem expenses when required to remain overnight outside Austin metropolitan area, and common carrier or car rental costs will be charged at cost multiplied by:	1.25
Special equipment or supplies, laboratory charges, permits, shipping charges, special printing or other items not customarily provided by Baer Engineering will be charged at cost multiplied by:	1.25
Subcontract services (if required) will be invoiced at our cost multiplied by:	1.15

PROFESSIONAL SERVICES CONTRACT
Asbestos/Lead Investigation or Abatement Projects

1. **THE AGREEMENT.** This agreement is made by and between Baer Engineering & Environmental Consulting, Inc., (hereafter Baer Engineering or Baer) and Williamson County (hereinafter referred to as "Client)." The agreement between the parties consists of this Agreement together with any attachments and exhibits mentioned herein. Together, these documents will constitute the entire agreement superseding any and all prior dealings and understandings. Any modifications of this Agreement must be mutually agreed to in writing.
2. **PROJECTS.** Client engages Baer Engineering to perform professional environmental consulting services for a variety of projects to be determined by Client during the term of this Agreement.
3. **SCOPE OF SERVICES.** A detailed "Scope of Services" document, with a cost estimate, is presented in a written proposal accompanying this agreement herein after referred to as Exhibit A. The Scope of Services document for each project will be differentiated by date or by a letter or number. Changes to the Scope of Services must be mutually agreed to in writing. Services not set forth in a Scope of Services document are excluded from the scope of Baer's services and Baer shall have no responsibility to perform them. If however, Client agrees to compensate Baer Engineering for services that are outside the Scope of Services, and Baer agrees to perform them, then such compensation is to be made based on Baer Engineering's prevailing fee schedule and expense reimbursement policy, as detailed in Exhibit A.
4. **DEFINITIONS.** As used throughout this Agreement, certain terms should be understood to have the following meanings:
   A) "Claim" - shall mean claims that are legally enforceable and includes liabilities for all manner of losses, injuries, costs, expenses, and interest.
   B) "Construction" - shall mean not only construction, but also includes demolition and abatement.
   C) "Instruments of Service" - shall include what are commonly called "the Contract Documents," as well as any other reports, plans, specifications, and computer files prepared by Baer Engineering pursuant to its performance under this Agreement.
   D) "Law" - shall mean any type of law, including statutes, regulations, ordinances, codes, rules, case law, court orders, or administrative agency orders.
   E) "Negligent" or "Negligence" - Except where explicitly otherwise stated, in addition to its common law definition, for the purposes of brevity the term "negligence" is meant to also include intentional misconduct of Baer employees to the extent their acts are within the scope of their employment.
5. **COMPENSATION.** Client agrees to compensate Baer Engineering timely in the amounts and at the rates set forth in Exhibit A.
6. **STANDARD OF CARE.** Baer Engineering will strive to perform the services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty or guarantee, express or implied, made in connection with the providing of these services. Client recognizes that site or building structure conditions may vary from those observed at locations where samples are collected, and that site conditions may change with time. Data, interpretations, and recommendations by Baer Engineering will be based solely on information available to Baer Engineering. Baer Engineering is responsible for its data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed, or for the accuracy of information provided by others.
7. **INSURANCE.** Baer Engineering represents that it maintains the following insurance coverage:

   Type/Limits
   Worker's Compensation and Employers' Liability /Statutory
   General Liability /$1,000,000 per occurrence/$1,000,000 aggregate
   Automobile Liability /$1,000,000 per person/$1,000,000 per occurrence
   Professional Liability /$1,000,000 claims made/$1,000,000 aggregate

   If Client desires additional insurance coverage, Baer Engineering will obtain said coverage (if procurable) at Client's expense, to protect Baer Engineering and Client, upon written notice to Baer specifying the types and amounts of coverage(s) desired.

8. **LIMITATION OF LIABILITY.** Baer is not an insurer, and will not accept a liability that is out of proportion to the income generated by a particular project. THEREFORE, AS A FUNDAMENTAL TERM OF THIS CONTRACT, CLIENT AGREES THAT BAER ENGINEERING'S LIABILITY, (and that of its officers, directors, employees, agents, and subcontractors) TO CLIENT OR ANY THIRD PARTY DUE TO NEGLIGENT PROFESSIONAL ACTS, ERRORS, OR OMISSIONS OR FOR BREACH OF THIS CONTRACT SHALL BE LIMITED TO AN AGGREGATE OF $50,000.00 OR THE TOTAL AMOUNT OF BAER'S CHARGES AND FEES, WHICHEVER IS GREATER. IF CLIENT PREFERS TO HAVE HIGHER LIMITS OF LIABILITY, BAER AGREES TO INCREASE

THE AGGREGATE LIMIT, UP TO A MAXIMUM OF $1,000,000.00, UPON CLIENT'S WRITTEN REQUEST AT THE TIME OF ACCEPTANCE OF BAER'S PROPOSAL, PROVIDED THAT CLIENT PAYS AN ADDITIONAL CONSIDERATION OF TWENTY PERCENT (20%) OF BAER'S TOTAL CHARGES AND FEES, OR $2,000.00, WHICHEVER IS GREATER. IT IS AGREED AND UNDERSTOOD THAT THE ADDITIONAL CHARGE FOR THE HIGHER LIABILITY LIMIT IS BECAUSE OF THE GREATER RISK ASSUMED BY BAER AND IS NOT A CHARGE FOR ADDITIONAL LIABILITY INSURANCE. This limitation shall not apply to the extent that may be prohibited by law.

9. **INDEMNIFICATION.** When an indemnity is provided for in this Agreement, such indemnity shall extend not only to actual and punitive damages for the claim itself, but also the costs of defense (e.g., attorney fees and court costs) and similar costs incurred in enforcing the indemnity.
   A) Baer Engineering's Indemnities
      i. **Acts of Baer.** Baer Engineering agrees to indemnify and hold Client harmless from and against claims arising directly from the negligent acts and omissions of Baer Engineering in its performance of its contractual obligations, but only to the extent that Baer Engineering is responsible on a comparative basis of fault and responsibility. Such indemnification and liability shall not extend to consequential damages (e.g., loss of use or profits). Nor shall Baer Engineering indemnify Client for damages caused by Client's own negligence, nor for punitive or exemplary damages unless they are assessed against Baer Engineering for an act or omission committed by Baer Engineering.
      ii. **Acts of Subconsultants.** Baer Engineering agrees to indemnify and hold Client harmless from and against claims arising directly from negligent acts and omissions of subconsultants hired by Baer to render professional services under this Agreement; however, Baer will not indemnify for their intentional misconduct.
   B) ~~Client's Indemnities~~
      I. ~~**Acts of Client & Client's Agents.** Client shall defend, indemnify, and hold harmless Baer Engineering and its directors, officers, shareholders, employees, and agents from and against any and all claims which result from or arise out of:~~
         ~~(1) acts or omissions of Client, Client's employees, agents, and subcontractors and their employees or agents;~~
         ~~(2) changes to Baer Engineering's plans, specifications or other Instruments of Service authorized or allowed by Client, but not approved by Baer in writing.~~
         ~~(3) the release of any hazardous substance not caused by Baer; or~~
         ~~(4) generation, treatment, or transportation of waste materials not performed by Baer.~~

      II. **Early Termination.** If Baer Engineering for any reason does not complete all of the services contemplated by this Agreement, it is agreed that Baer will not be responsible for the accuracy, completeness, or workability of the Instruments of Service that were completed or changed by Client or another party. ~~Client therefore agrees to indemnify Baer Engineering from any claim allegedly arising from use of, completion of, or changes made to, the Instruments of Service.~~

      III. **Exception.** None of Client's indemnities shall apply to a claim that is solely the result of Baer Engineering's negligent act or omission.

10. **WAIVER OF CONSEQUENTIAL DAMAGES.** Neither Baer Engineering nor Client, their respective officers, directors, partners, employees contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver includes, but is not limited to, loss of use or rent, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred for any reason.
11. **NO WARRANTIES.** Both parties agree that no warranties are intended to be made in this Agreement, either expressed or implied. Baer Engineering shall not be required to execute any documents, no matter by whom requested, that would, in Baer's sole opinion, increase Baer's contractual or legal obligations, risks, or the cost of its professional liability insurance. This includes requests to Baer to certify, guarantee, or warrant the existence or absence of conditions that Baer is not able to ascertain. Client agrees not to make resolution of any dispute or payment of any amount due to Baer in any way contingent upon Baer's executing any additional agreement or certification.
12. **CONFIDENTIALITIES**
   A) Baer Engineering shall hold confidential all business or technical information specifically designated as such by Client in writing and obtained from the Client or its affiliates or generated in the performance of this Agreement. If such information is in hardcopy form, Client must stamp it with the word "Confidential." Baer Engineering shall not disclose such information without Client's consent except to the extent required for (i) the performance of this Agreement, (ii) compliance with professional standards of conduct for preservation of public safety, health, and welfare, (iii) compliance with any court order or other governmental directive,

and/or (iv) protection of Baer Engineering against claims or liabilities arising from performance of this Agreement. Consultants obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

B) Notwithstanding the foregoing, it is agreed that Baer Engineering shall, promptly upon notice of the necessity of disclosure of information pursuant to (A)(i) through (A)(iv) above, notify the Client prior to any such disclosure. The Client may contest the requirement for or necessity of any such disclosure provided that such contest shall not subject Baer Engineering to any legal liability, claim, expense, criminal penalty, or prosecution for a crime.

C) If Client requests Baer Engineering to report on the past or current qualifications and/or performance of others engaged or being considered for engagement directly or indirectly by the Client, and to render opinions and advice in that regard, then those about whom reports and opinions are rendered may as a consequence initiate claims of libel or slander against Baer. To help create an atmosphere in which Baer can freely and candidly communicate to Client, Client agrees, to the fullest extent permitted by law, to keep the existence and contents of such communications confidential. Should Client, for any reason, disclose such information, then Client will indemnify Baer for any claims that may arise based on the opinions and reports rendered by Baer Engineering to Client.

13. **SITE ACCESS AND CONDITIONS.** If site access is required as part of the services, Client shall indicate to Baer Engineering any limits to access and shall be responsible for the accuracy of such information.

A) Client shall grant free access to the site for all necessary equipment and personnel. Client shall notify any and all possessors of the project site, whether they be lawfully or unlawfully in possession, that Client has granted to Baer Engineering free access to the project site and Client shall secure permission (and any permits) necessary to allow Baer Engineering free access to the project site at no charge to Baer Engineering.

B) Client understands that material sampling and the use of testing equipment, if necessary, may cause some minor property damage at the sampling or test locations and agrees that the correction of such damage is not a responsibility of Baer Engineering unless specifically included in the written scope of services.

C) Client will make available to Baer Engineering all information regarding existing and proposed conditions at the site. The information shall include, but not be limited to, architectural and/or engineering drawings of the project, building construction materials specifications, field or laboratory tests, and written reports. Client will immediately transmit to Baer Engineering any new information that becomes available or any change in plans.

14. **BILLINGS AND PAYMENT.**

A) Fees and all other charges will be billed monthly as the services progress, and the net amount shall be due 30 days after the time of billing. If Client objects to all or any portion of any invoice, Client will notify Baer Engineering in writing within fourteen (14) calendar days of the invoice date, state the reason(s) for disagreement, and pay when due that portion of the invoice that is not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, Client agrees to pay the balance due as shown on the invoice.

B) Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1.5 percent (1.5%) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including attorneys fees) in connection with collection of any delinquent amount will be paid by Client to Baer Engineering per Baer Engineering's then prevailing fee schedule and expense reimbursement policy. In the event Client fails to pay Baer Engineering within sixty (60) days after invoices are sent, Client agrees that Baer Engineering will have the right to consider failure to pay the Baer Engineering invoice as a breach of this Agreement, and stop work on the project. The parties agree that any failure of Baer Engineering to aggressively pursue remedies for such a breach, shall not be considered to be a waiver of its rights to pursue its remedies for the breach at a later time, or considered as a waiver of its right to expect timely payment of subsequent invoices.

15. **RISK ALLOCATION.** Client acknowledges and accepts the risk that:

A) Site conditions such as remodeling of structures, substitutions of construction building materials, and other conditions can vary from those encountered at the times and locations where data on them were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site;

B) Governmental regulations relating to the environment, hazardous substances, asbestos, or other waste may change with time and may purport to require achievement of results that cannot be accomplished in an absolute sense (e.g., the construction of and entirely impermeable containment). Baer Engineering agrees to use reasonable professional efforts to comply with all laws applicable to its work that are in effect as of the date of this Agreement;

C) Projects such as those involving abatement of asbestos and lead, may not perform as anticipated by Client, even if Baer Engineering's services are performed in accordance with Paragraph 6.

16. **LATENT HAZARDS.** Discovery of Unanticipated Hazardous or Toxic Materials.
    A) Hazardous or toxic materials may exist at the site or on portions of the site where there is no reason to believe they could or should be present. In regard to them:
        i. Baer Engineering and Client agree that the discovery of such materials where they are not anticipated constitutes a changed condition mandating a re-negotiation of the Scope of Services or termination of services. Baer Engineering and Client also agree that the discovery of unanticipated hazardous or toxic materials may make it necessary for Baer Engineering to take immediate measures to protect human health and safety and/or the environment. Client agrees to compensate Baer Engineering for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous or toxic materials.
        ii. Baer Engineering agrees to notify Client when unanticipated hazardous or toxic materials or suspected hazardous or toxic materials are encountered. Client agrees to consult legal counsel of its own choosing to determine Client's duty to make disclosures required by law to appropriate governing agencies. Client also agrees to hold Baer Engineering harmless for any and all consequences of disclosures made by Baer Engineering that are required by law. If Client fails to disclose information to appropriate authorities, Client agrees to hold Baer Engineering harmless for any and all consequences of non-disclosure.
        iii. In the event Client does not own the project site, Client recognizes that it is Client's responsibility to inform the property owner of the discovery of unanticipated hazardous or toxic materials or suspected hazardous or toxic materials.

17. **OWNERSHIP AND DISPOSAL OF CONTAMINATED MATERIALS AND EQUIPMENT**
    A) Any hazardous waste, substances, or materials shall at all times be and remain Client's property. It is not part of Baer's duties under this Contract to arrange for the disposal, treatment, or transport of hazardous waste materials. Baer will provide to Client the Texas Commission for Environmental Quality (TCEQ's) list of approved disposal contractors, and assist Client in calculating the cost of disposal with any disposal contractor(s) chosen by Client. Client understands that it has the sole responsibility to make all decisions regarding the proper manner and means of waste disposal, and agrees to secure the advice of legal counsel of Client's choice in making its decisions.
    B) Samples will be disposed of at Client's cost in a proper manner according to applicable laws governing the handling, transport, and disposal of such sampled materials sixty (60) days after submission of a report covering those samples. At all times, any and all right title, and responsibility for samples shall remain with Client; under no circumstances shall this Agreement be construed or interpreted to create any right title, interest, or responsibility for such samples by Baer Engineering. At Client's direction, samples will be returned to Client for final disposition. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
    C) All laboratory and field equipment contaminated in performing the work and which cannot be reasonably decontaminated shall become the property and responsibility of Client, unless equipment is contaminated because of Baer Engineering's failure to use reasonable care. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment that cannot be reasonably decontaminated.

18. **DATA PROVIDED BY CLIENT OR OTHERS.** It is agreed that Baer Engineering will not be held responsible for the quality or accuracy of data, nor the acquisition or sampling programs or methods from which the data were developed, where such data is provided by or through Client or third parties to Baer Engineering and upon which Client desires Baer Engineering to rely, in whole or in part. Such data includes, but is not limited to, architectural and/or engineering drawings of the project, building construction materials specifications, reports, calculations, designs, drawings, surveys, maps, etc. If Client has provided the information, then Client agrees to assume responsibility for any liability that may result if the information is not correct.

19. **CONTINUITY.** Client acknowledges that it is customary for Baer Engineering to be responsible for preparing and furnishing drawings, specifications, and other documents that are to be utilized during the bidding, construction, and/or field work phases of a remediation Project: (i) to interpret, clarify, and modify the same as circumstances may dictate; (ii) to adjust the same to accommodate substitution of materials and equipment as proposed by bidders and contractor(s); (iii) to conform same with approvals of shop drawings and sample submittals; and (iv) to correct for inconsistencies or irregularities in the documents. Therefore:
    A) If Baer Engineering is not retained to provide such services during the bidding, construction, and/or field work phases of Client's Project, Baer Engineering will not be responsible for claims arising out of any interpretation, clarification, substitution acceptance, shop drawing, sample approval, or modification of construction documents. Baer shall have no responsibility for any portion of any project designed by Client's other consultants, nor shall Baer be required to check or verify other consultants' construction documents;

instead, Baer shall be entitled to rely upon the accuracy and completeness thereof, as well as the fact that the documents comply with applicable law.

B) If Baer Engineering is to be employed to provide such services, then Client warrants that it will cause the General Contractor to review any requests for information (RFIs) submitted by subcontractors prior to submission of them to Baer Engineering to ensure that such RFIs are not already clearly and unambiguously answered in the Contract Documents. It is understood that Baer Engineering will charge for time spent reviewing RFIs that are already clearly answered in the Contract Documents in accordance with its rates in Exhibit A.

20. **CONSTRUCTION OBSERVATION.**

A) The purpose of Baer Engineering's presence at the site(s) is to enable Baer to provide for Client a greater degree of assurance that the completed work of contractor(s) do in fact generally conform to the contract documents. On the other hand, it is understood that, during such visits or as a result of such field observations, monitoring, and/or testing of contractor(s)' work-in-progress, Baer will not have authority to supervise, direct, or control contractor(s)' work. Baer is there only to report to Client what Baer believes is compliance or non-compliance with the contract documents. Thus, it is agreed that Baer Engineering shall have no responsibility for the means, methods, techniques, sequences, or procedures selected by the contractor(s), for the safety precautions and programs chosen by the contractor(s) or for any failure of the contractor(s) to comply with any laws applicable to the work being performed by the contractor(s).

B) It is understood and agreed that if Baer Engineering's basic services under this Agreement do NOT include project observation or review of Contractors' performance or any other construction phase services, that such services will be provided by Client or others hired by Client. Client therefore assumes responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against Baer Engineering that may be in any way connected thereto. Furthermore, Client agrees to indemnify Baer Engineering from any claim arising or resulting from the performance of such services by others and from claims arising from modifications, clarifications, interpretations, adjustments, or changes to the Contract Documents. If Client requests in writing that Baer Engineering provide any specific construction phase services, Client and Baer must reach a mutually agreeable contract.

21. **SAFETY.** Any construction review of contractor(s)' performance conducted by Baer Engineering is not intended to include review of the adequacy of the contractor(s)' safety measures in, on, or near the construction site. Client understands the contractor is solely responsible for working conditions at the job site, including the safety of all persons and property.

22. **OPINIONS OF COST.** Since Baer Engineering has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Baer's estimate of the probable construction, operations, and maintenance costs are nothing more than opinions based upon Baer Engineering's judgment as an experienced and qualified professional engineer and/or consultant familiar with the construction industry. But Baer Engineering cannot and will not guarantee that actual costs will not vary from estimates of probable cost prepared by Baer. If prior to the bidding or negotiation phase Client wishes greater assurance as to costs, Client shall employ an independent cost estimator.

23. **DOCUMENTS.**

A) Instruments of Service shall remain the property of Baer Engineering. Baer shall retain all common law, statutory, and other reserved rights, including the copyright thereto. Client may use such documents only in connection with the particular project for which such documents were prepared.

B) Instruments of Service shall become the property of Client only if specifically stated in Exhibit A. However, use by others or use for any other purpose or project, without written verification or adaptation by Baer Engineering, will be at the Client's or other's sole risk and liability. Client shall indemnify and hold Baer Engineering harmless from all claims arising out of use of Baer's documents on other projects or by third parties.

C) Baer Engineering agrees to maintain all Instruments of Service as is or on microfilm, except for samples and specimens, for a minimum period of two years after completion of its services. When the Instruments of Service shall become the property of the Client, the Client shall specify in writing to the President of Baer Engineering if it desires to acquire possession of the Instruments of Service at any time before the end of the two year period; if so requested, Baer will furnish them to Client and will be under no further obligation to continue to maintain them.

24. **TERMINATION.** This Agreement may be terminated by Baer Engineering seven (7) days after giving written notice of a breach of any provision of this Agreement or in the event of substantial failure of performance by the Client, or if Client suspends performance of Baer Engineering's services for more than three (3) months. Client may terminate the Agreement upon seven (7) days advance notice for any reason. In the event of termination, Baer Engineering will be paid for services performed prior to the date of termination plus reasonable termination expenses including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

25. **NO WAIVER OF LIEN OR STOP NOTICE RIGHTS.** The terms and conditions of this Agreement shall not be construed to alter, waive, or affect any lien or stop notice rights that Baer Engineering may have for the performance of services under this Agreement.
26. **SUCCESSORS AND ASSIGNS**. By this Agreement, Client understands that it binds itself, its partners, successors, executors, administrators, and assigns.
27. **BANKRUPTCY**. Should Baer Engineering become bankrupt, Baer Engineering or its trustee in bankruptcy shall be paid the reasonable value of all services previously performed. In determining reasonable value under this article, the contract price shall be deemed reasonable.
28. **ASSIGNMENT**. Neither Client nor Baer Engineering shall assign rights or duties created under this Agreement without the written consent of the other, except that Baer may employ the services of subconsultants when, in its sole opinion, it is necessary, customary, and/or appropriate to do so. Such subconsultants include, but are not limited to, surveyors, specialized consultants, drillers, and testing laboratories. The Client shall not unreasonably restrict Baer's use of other subconsultants for additional purposes.
29. **ALTERATIONS**. No term of this Agreement is to be altered unless done in writing and signed by the parties.
30. **FORCE MAJEURE**. Neither party shall be held responsible for damages or considered to be in default nor breach of this Agreement or by reason of delays in performance caused by strikes, lockouts, accidents, Acts of God, inclement weather and other unavoidable delays beyond Baer Engineering's reasonable control. Furthermore, Baer Engineering shall not be liable for delays in performing its obligations hereunder that are caused by Client or Client's agents (e.g., furnishing information promptly), shortages or unavailability of labor at established wage rates, other contractors, and/or government agencies. In the case of this happening, the time of completion shall be extended accordingly, but if Baer Engineering experiences increased costs due to such delays, then upon written notice to Client setting forth the specific items of increased cost and the amounts thereof, Client shall pay such additional amount(s) or else Baer Engineering, at its option, may terminate this Agreement.
31. **COOPERATION.**
    A) Client agrees to fully cooperate with Baer Engineering for the purposes of performing its obligations under this Agreement.
    B) Baer Engineering agrees to assist Client in applying for permits and approvals that are typically required by law for projects similar to the one(s) for which Client has hired Baer Engineering. This assistance shall consist of completing and submitting forms on the results of certain work (if said work is included in the Scope of Services). However, this assistance does not include special studies, special research, special testing, or special documentation not normally required for the type of project contemplated. Furthermore, Baer's assistance shall not include attendance at meetings with Client, contractors, or public authorities unless specifically stated in the Scope of Services. If time spent in such meetings exceeds anticipated effort included in the Scope of Services, then Client agrees to compensate Baer for same at the rates specified in Exhibit A.
32. **CORPORATE LIABILITY.** It is understood and agreed by the parties that Baer Engineering is a Texas corporation, and it has contracted to perform services in the Agreement as a corporation and not as individuals. Therefore, Client agrees to make no claim, demand, or suit directed against individual employees, agents, and officers of Baer Engineering for their acts done as employees, agents, or officers.
33. **DISPUTE RESOLUTION**
    A) **Certification of Negligence.** Client agrees to make no claim for negligence against Baer unless Client has first provided Baer Engineering with a written certification of an independent engineer currently practicing in the same discipline as Baer Engineering and who is licensed by the State of Texas. This certification shall:
        i. contain the name and license number of the certifier;
        ii. specify each and every act or omission that the certifier contends is a violation of the standard of care that is applicable to a design professional performing services under similar circumstances;
        iii. state in detail the basis for the certifier's opinion(s) that each alleged act or omission constitutes a violation of the applicable standard of care; and
        iv. be presented to Baer Engineering at least 30 days prior to the presentation of any claim for dispute resolution or litigation.
    B) **ADR**. Except as provided herein, all claims, disputes, and other matters in controversy solely between Baer Engineering and Client arising out of or in any way related to this Agreement shall be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If no specific ADR procedure is agreed to by the parties, then both parties must submit their claims and/or defenses to mediation before they can be plead in a lawsuit.
    C) **Exceptions.** If a dispute involves: (i) claims for indemnity against claims brought by third parties, and/or (ii) Baer Engineering's claims for sums due and owing to Baer Engineering for services rendered and costs incurred, Baer Engineering, at its option, may proceed directly to enforce its remedies at law, including, but

not limited to, an action to foreclose mechanic's liens, a suit on sworn account, or such other proceedings or process deemed necessary to enforce its rights to payment. Williamson

D) **Venue**. Any action arising under this Agreement shall be brought and tried in ~~Travis~~ County, Texas. The parties agree that the prevailing party shall be entitled to attorneys' fees and costs.

34. **NOTICES.** Any notices required or permitted to be sent shall be considered served on a party if hand delivered, sent by telegram or certified mail, or sent by facsimile to the addresses and numbers that appear in paragraph 0 or such other addresses as the parties may have designated pursuant to that paragraph.

35. **GOVERNING LAW AND SURVIVAL**
   A) The law applicable to any adjudication of disputes arising hereunder shall be the law of the State of Texas.
   B) If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. It is agreed that limitations of liability and indemnities shall survive termination of this Agreement.

36. **PROJECT REPRESENTATIVES.** Client shall designate representatives who are authorized to accept notices from Baer and make decisions on Client's behalf when requested by Baer Engineering. Client lists the following representatives as persons who are authorized to make decisions regarding work on the project(s) that Baer is working on under this Agreement. Client agrees not to delay in making decisions that Baer has requested, and represents that the following people, listed in order of priority, will be available on an on-call basis:

Project Name (Project): Asbestos Survey **Project Location (Site):** 3151 S.E. Inner Loop, Georgetown, Texas	
CLIENT INFORMATION	**BAER ENGINEERING INFORMATION**
Project ID: 3151 S.E. Inner Loop	**Project Number:** 101089.01
Name: Williamson County Facilities and Maintenance Dept. **Address:** 508 Holly Street **City, State, Zip:** Georgetown, TX 78628	Baer Engineering and Environmental Consulting, Inc. 7756 Northcross Drive, Suite 211 Austin, Texas 78757
Telephone: **FAX:**	512.453.3733 Toll Free 800.926.9242 Fax 512.453.3316 www.baereng.com
PROJECT REPRESENTATIVES CONTACT INFORMATION	
Project Principal:	**Project Principal:** Rosemary Wyman – rwyman@baereng.com
Project Manager: Mr. Dwayne Gossett	**Project Manager:** Stephanie Ashley – sashley@baereng.com

The parties agree to send written notice if any of the contact information above changes.

Wherefore, in solemn acknowledgment of the terms of this agreement, we do sign our names on this

6th day of December, 2010.

Client or Authorized Representative:

Title: County Judge

Baer Engineering:

Rosemary M Baer, PE

Title: President

Austin White Lime Real Estate Agreement - Ronald Reagan Blvd - P1
Commissioners Court - Regular Session

Date: 12/14/2010
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 Austin White Lime for right-of-way needed on Ronald Reagan Blvd. (P1)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: AWL RE Contract Ronald Reagan Blvd P1

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 12/09/2010 11:36 AM

Final Approval Date: 12/09/2010

REAL ESTATE CONTRACT
Ronald Reagan Blvd (Phase IV) Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between AUSTIN WHITE LIME COMPANY, (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 4.23 acre tract of land, more or less, situated in the Lemuel S. Walters Survey, Abstract No. 653 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 1, Part 1); and
>
> All of that certain 2.58 acre tract of land, more or less, situated in the Lemuel S. Walters Survey, Abstract No. 653 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 1, Part 2);

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

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property shall be the sum of TWO HUNDRED FOUR THOUSAND THREE HUNDRED and 00/100 Dollars ($204,300.00).

2.01.1 As additional compensation for the acquisition of any improvements on the Property, for the relocation of any fencing to the new boundary of the Property, and for any damages or other cost to cure the remaining property of Seller, Purchaser shall pay the amount of TWENTY THOUSAND TWO HUNDRED FIFTY and 00/100 Dollars ($20,250.00).

Special Provisions

2.02. **SELLER'S FENCE RELOCATION/REPLACEMENT OBLIGATION: As an obligation which shall survive the closing of this transaction, by execution of this Contract Seller agrees that within 45 days after staking of the new right of way line by Purchaser and the closing of this transaction, or on or before other date agreed to between Seller and Purchaser in writing, it shall complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased Property. After the expiration of the fence replacement period any fencing still located upon the Property purchased herein is subject to immediate removal by Purchaser. Seller further agrees to restore any currently existing access gates or other entry points used by any utility company having an easement interest in and to the remaining property of Seller.**

Payment of Purchase Price

2.04. 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 December 31, 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 Williamson County a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "C" attached hereto.

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

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the purchase price and additional compensation.

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, if any, 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.

SELLER:

AUSTIN WHITE LIME COMPANY,
a Texas limited partnership

By: Robinson Associates, a Texas General Partnership, General Partner

By:_____
A. H. Robinson, III
General Partner
Date:_____

By:_____
John Oscar Robinson
General Partner
Date:_____

PURCHASER:

COUNTY OF WILLIAMSON

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

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626

Austin White Lime Real Estate Contract - SH 195 (P101)
Commissioners Court - Regular Session

Date: 12/14/2010
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 Austin White Lime for right-of-way needed on SH 195. (P101)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: AWL RE Contract SH 195 P101

Form Routing/Status

Form Started By: Charlie Crossfield	Started On: 12/09/2010 11:46 AM
Final Approval Date: 12/09/2010	

REAL ESTATE CONTRACT
SH 195 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between AUSTIN WHITE LIME COMPANY, (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 46.573 acre tract of land, more or less, situated in the L. S. Walters Survey, Abstract No. 653 and the Burrell Eaves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "A", attached hereto and incorporated herein (Parcel 101, Part 1);

Electric easement interest in and across all of those certain 0.077 acre, 0.072 acre, 0.079 acre, and 0.594 acre tracts of land, more or less, situated in the L.S. Walters Survey, Abstract No. 653 and the Burrell Eaves Survey, Abstract No. 216, in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketches in Exhibits "B-E", attached hereto and incorporated herein (Parcel 101E—PEC (parts 1-4)); and

Electric transmission line easement interest in and across three tracts of land comprising 16.856 acres of land, more or less, situated in the L.S. Walters Survey, Abstract No. 653, and the Burrell Eaves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "F", attached hereto and incorporated herein (Parcel 101E-LCRA); and

Electric easement interest in and across all of that certain 2.954 acre tract of land and 0.051 acre tract of land, more or less, situated in the L.S. Walters Survey, Abstract No. 653, and the Burrell Eaves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "G-H", attached hereto and incorporated herein (Parcel 101E-COG (Parts 1-2))

Waterline utility easement interest in and to all of that certain 0.2345 acre tract of land, more or less, situated in the Burrell Eaves Survey, Abstract No. 216 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "I", attached hereto and incorporated herein (Parcel 101E--CTSUD);

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01 The purchase price for the fee simple interest in and to the Property described in Exhibit "A" (State of Texas) shall be the sum of ONE MILLION THREE HUNDRED NINETY SEVEN THOUSAND ONE HUNDRED NINETY and 00/100 Dollars ($1,397,190.00).

2.01.1 The purchase price for the electric easement interests in the Property described in Exhibits "B-E" (PEC) shall be the sum of TWELVE THOUSAND TWO HUNDRED NINETY NINE and 00/100 Dollars ($12,299.00).

2.01.2 The purchase price for the electric transmission easement interests in the Property described in Exhibit "F" (LCRA) shall be the sum of FIVE HUNDRED FORTY ONE THOUSAND ONE HUNDRED TEN and 00/100 Dollars ($541,110.00).

2.01.3 The purchase price for the electric easement interests in the Property described in Exhibit "G" (COG) shall be the sum of EIGHTY ONE THOUSAND ONE HUNDRED THIRTY FIVE and 00/100 Dollars ($81,135.00).

2.01.4 The purchase price for the waterline easement interests in the Property described in Exhibit "H" (CTSUD) shall be the sum of SEVEN THOUSAND NINE HUNDRED SEVENTY EIGHT and 00/100 Dollars ($7,978.00).

The total purchase price for all of the property interests sought to be acquired herein shall be the sum of **$2,039,712**

2.01.5 As additional compensation for the acquisition of any improvements on the Property, for the relocation of any fencing to the new boundary of the Property, and for any damages or other cost to cure the remaining property of Seller, Purchaser shall pay the amount of ONE HUNDRED EIGHTY THOUSAND TWO HUNDRED SIXTY FIVE and 00/100 Dollars ($180,265.00).

Payment of Purchase Price and Additional Compensation

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

Special Provisions

2.02. **SELLER'S FENCE RELOCATION/REPLACEMENT OBLIGATION: As an obligation which shall survive the closing of this transaction, by execution of this Contract Seller agrees that within 75 days after staking of the new right of way line by Purchaser and the closing of this transaction, or on or before other date agreed to between Seller and Purchaser in writing, it shall complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased Property. After the expiration of the fence replacement period any fencing still located upon the Property purchased herein is subject to immediate removal by Purchaser. Seller further agrees to restore any currently existing access gates or other entry points used by any utility company having an easement interest in and to the remaining property of Seller.**

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 December 31, 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 fee simple interest in and to the property described in Exhibit "A", deliver to Pedernales Electric Cooperative a duly executed and acknowledged Electric Easement conveying such interest in and to the property described in Exhibits "B-E", deliver to the Lower Colorado River Authority a duly executed and acknowledged Electric Transmission Line Easement conveying such interest in and to the property described in Exhibit "F", and deliver to the City of Georgetown a duly executed and acknowledged Electric Utility Easement conveying such interests in and to the property described in Exhibit "G-H", and deliver to Chisholm Trail Special Utility District a duly executed and acknowledged Waterline Easement conveying such interest in and to the property described in Exhibit "I", all 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.

The deed shall be in the form as shown in Exhibit "J" attached hereto. The PEC electric easement shall be in the form as shown in Exhibit "K" attached hereto. The Lower Colorado River Authority Electric Transmission Line Easement shall be in the form as shown in Exhibit "L" attached hereto. The City of Georgetown Electric Utility Easement shall be in the form as shown in Exhibit "M" attached hereto. The Chisholm Trail special Utility District Waterline Easement shall be in the form as shown in Exhibit "N" attached hereto

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

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the purchase price and Additional Compensation.

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, if any, 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.

SELLER:

AUSTIN WHITE LIME COMPANY,
a Texas limited partnership

By: Robinson Associates, a Texas General Partnership, General Partner

By:_____
A. H. Robinson, III
General Partner
Date:_____

By:_____
John Oscar Robinson
General Partner
Date:_____

PURCHASER:

COUNTY OF WILLIAMSON

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

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626

Wood Real Estate Contract - SH 195 (P129)
Commissioners Court - Regular Session

Date: 12/14/2010
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 Scott R. Wood and Shannon L. Wood for easements needed on SH 195. (P129)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Wood RE Contract SH 195 P129

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 12/09/2010 11:50 AM

Final Approval Date: 12/09/2010

REAL ESTATE CONTRACT
SH 195 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between SCOTT R. WOOD AND SHANNON L. WOOD, (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:

Electric easement interest in and across all of that certain 0.033 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "A", attached hereto and incorporated herein (Parcel 129E--PEC); and

Electric transmission line easement interest in and across all of that certain 0.212 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "B", attached hereto and incorporated herein (Parcel 129E-LCRA); and

Waterline utility easement interest in and to all of that certain 0.062 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "C", attached hereto and incorporated herein (Parcel 129WE--COG);

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01 The purchase price for the easement interests in the Property described in Exhibit "A" (PEC) shall be the sum of NINE HUNDRED SIXTY SEVEN and 00/100 Dollars ($967.00).

2.01.1 The purchase price for the easement interests in the Property described in Exhibit "B" (LCRA) shall be the sum of TWENTY TWO THOUSAND AND TWENTY THREE and 00/100 Dollars ($22,023.00).

2.01.2 The purchase price for the easement interests in the Property described in Exhibit "C" (COG) shall be the sum of FIVE THOUSAND NINE HUNDRED AND SIXTY and 00/100 Dollars ($5,960.00).

The total purchase price for all of the property interests sought to be acquired herein shall be the sum of **$28,950.**

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 December 31, 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 Pedernales Electric Cooperative a duly executed and acknowledged Electric Easement conveying such interest in and to the property described in Exhibit "A", deliver to the Lower Colorado River Authority a duly executed and acknowledged Electric Transmission Line Easement conveying such interest in and to the property described in Exhibit "B", and deliver to the City of Georgetown a duly executed and acknowledged Waterline Utility Easement and Temporary Construction Easement conveying such interests in and to the property described in Exhibit "C", all 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.

The PEC electric easement shall be in the form as shown in Exhibit "D" attached hereto. The Lower Colorado River Authority Electric Transmission Line Easement shall be in the form as shown in Exhibit "E" attached hereto. The form of the City of Georgetown Waterline Easement shall be determined by agreement between the parties prior to closing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in the Grantee's favor in the full amount of the purchase price, insuring Grantee's property interest in and to the Property subject only to those title exceptions listed

herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the purchase price.

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, if any, 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.

SELLER:

By:_____ Address:_____
Scott R. Wood

_____

Date:_____

By:_____ Address:_____
Shannon L. Wood

_____

Date:_____

PURCHASER:

COUNTY OF WILLIAMSON

By: _____ Address: 710 Main Street
Dan A. Gattis, County Judge Suite 101
Date: _____ Georgetown, Texas 78626

SCOTT R. WOOD & SHANNON L. WOOD

EXHIBIT
A

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.033 ACRE (1,442 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 64.3 ACRE TRACT OF LAND CONVEYED TO SCOTT R. WOOD & SHANNON L. WOOD, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2005076662 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.033 ACRE (1,442 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with TXDOT aluminum cap found in the proposed easterly right-of-way line of State Highway (SH) 195 (right-of-way width varies), being in the southerly boundary line of a 49.45 acre tract (Tract 2) of land conveyed to APW Corp., by instrument recorded in Document No. 2002066778 of the Official Public Records of Williamson County, Texas, same being in the northerly boundary line of said 64.3 acre tract, for the northwest corner and the POINT OF BEGINNING of the herein described tract;

1) THENCE, departing the proposed easterly right-of-way line of said SH 195, with the common boundary line of said 49.45 acre tract and said 64.3 acre tract, N 47°10'41" E for a distance of 15.20 feet to a calculated point, for the northeast corner of the herein described tract;

2) THENCE, departing said common boundary line, and through the interior of said 64.3 acre tract, S 33°30'35" E for a distance of 99.24 feet to a calculated point, being in the northerly boundary line of a 25.16 acre tract of land conveyed to Kip R. Fouchek, by instrument recorded in Document No. 2004055191 of the Official Public Records of Williamson County, Texas, same being in the southerly boundary line of said 64.3 acre tract, for the southeast corner of the herein described tract;

3) THENCE, with the common boundary line of said 25.16 acre tract and said 64.3 acre tract, S 70°14'34" W for a distance of 15.44 feet to an iron rod with TXDOT aluminum cap found in the proposed easterly right-of-way line of said SH 195, being the southwest corner of the herein described tract;

4) THENCE, with the proposed easterly right-of-way line of said SH 195, N 33°30'35" W for a distance of 93.11 feet to the POINT OF BEGINNING, containing 0.033 acres (1,442 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate plat.

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.

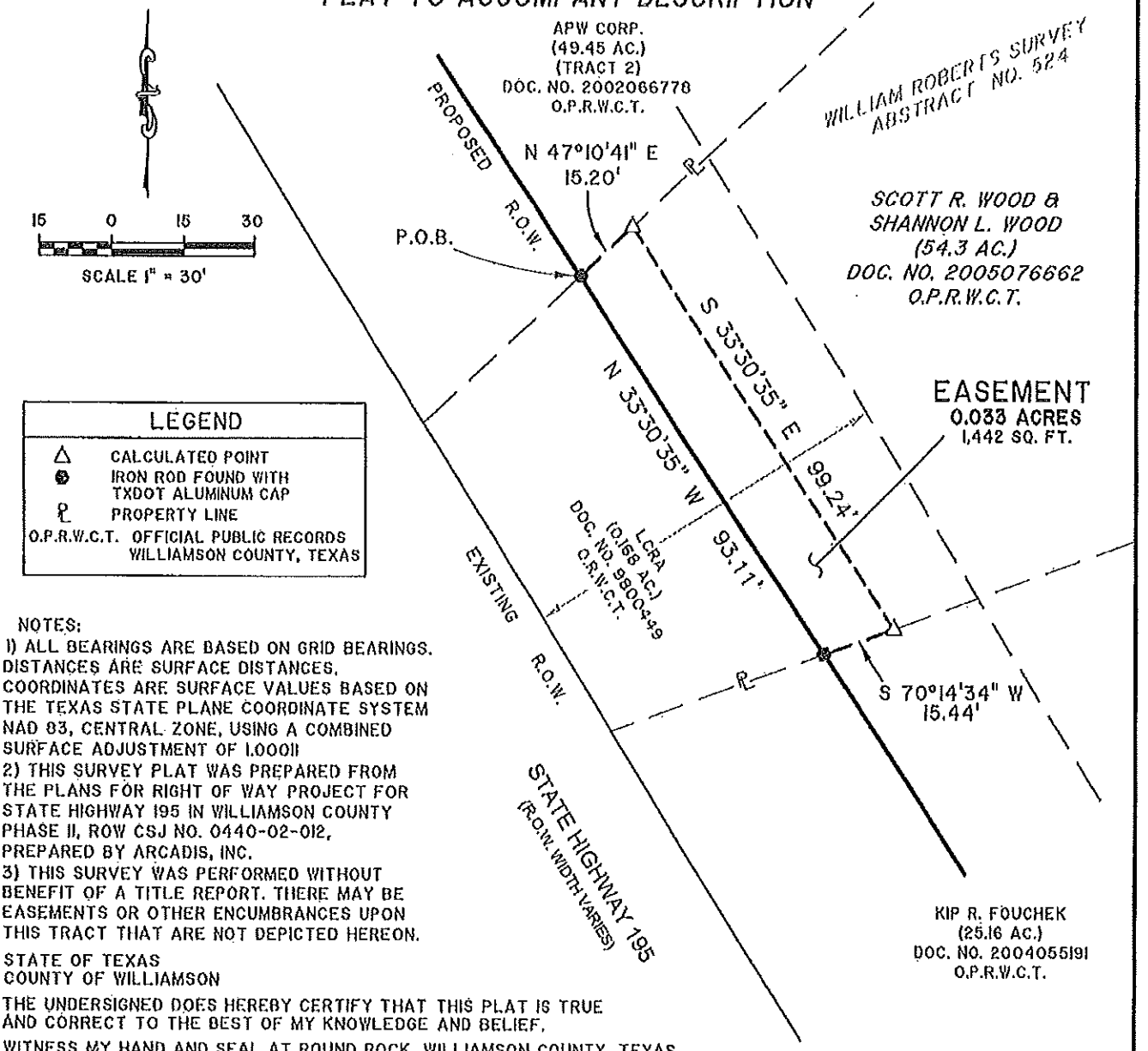
M. Stephen Truesdale 7 July 2010

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, L.P.
1504 Chisholm Trail Road Suite 103
Round Rock, TX 78681
512-238-1200

STATE OF TEXAS
REGISTERED
(M. STEPHEN TRUESDALE)
4933
LICENSED
LAND SURVEYOR

EXHIBIT ____

PLAT TO ACCOMPANY DESCRIPTION



LEGEND	
△	CALCULATED POINT
⊙	IRON ROD FOUND WITH TXDOT ALUMINUM CAP
℄	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

NOTES:

1) 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 OF 1.00011

2) THIS SURVEY PLAT WAS PREPARED FROM THE PLANS FOR RIGHT OF WAY PROJECT FOR STATE HIGHWAY 195 IN WILLIAMSON COUNTY PHASE II, ROW CSJ NO. 0440-02-012, PREPARED BY ARCADIS, INC.

3) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON.

STATE OF TEXAS
COUNTY OF WILLIAMSON

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.

M. Stephen Truesdale 7 July 2010

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LP
1504 CHISHOLM TRAIL RD. SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

SCOTT R. WOOD &
SHANNON L. WOOD
0.033 ACRES
1,442 SQUARE FEET

EXHIBIT
B

DESCRIPTION FOR A 0.212 ACRE TRACT OF LAND SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT NUMBER 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 54.3 ACRE TRACT OF LAND CONVEYED TO SCOTT R. WOOD AND WIFE, SHANNON L. WOOD BY INSTRUMENT RECORDED IN DOCUMENT NO. 2005076662 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.212 ACRE TRACT CONTAINING A 0.047 ACRE PORTION OF A 0.168 ACRE EASEMENT CONVEYED TO LOWER COLORADO RIVER AUTHORITY BY INSTRUMENT RECORDED IN DOCUMENT NO. 9800449 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.212 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a found 1/2" iron rod with aluminum cap (Grid Coordinates Northing 10233493.27 U.S. ft. Easting 3136273.19 U.S. ft.) on the southeasterly line of said 54.3 acre tract, same being on the proposed northeast right-of-way line of SH 195 (R.O.W. width varies), also being on the northwesterly line of a 25.16 acre tract of land conveyed to Fouchek Development, Ltd. by instrument recorded in Document No. 2006038708 of the Official Public Records of Williamson County, Texas;

> **THENCE** N70°14'34"E, departing the proposed northeast right-of-way line of SH 195, with the common line of said 54.3 acre tract and said 25.16 acre tract, a distance of 15.44 feet to a calculated point for the **POINT OF BEGINNING** (Grid Coordinates Northing 10233498.49 U.S. ft. Easting 3136287.72 U.S. ft.);

THENCE N33°30'35"W, departing the common line of said 54.3 acre tract and said 25.16 acre tract and through said 54.3 acre tract, a distance of 99.24 feet to a point on the northwesterly line of said 54.3 acre tract, same being on the southeasterly line of a 49.45 acre tract of land conveyed to APW Corporation as Tract 2 by instrument recorded in Document No. 2002066778 of the Official Public Records of Williamson County, Texas, from which a found 1/2" iron rod with aluminum cap on the common line of said 54.3 acre tract and said 49.45 acre tract, same being on the proposed northeast right-of-way line of SH 195, bears S47°10'41"W, a distance of 15.20 feet;

THENCE N47°10'41"E, with the common line of said 54.3 acre tract and said 49.45 acre tract, a distance of 81.07 feet to a point, from which an found iron rod on the common line of said 54.3 acre tract and said 49.45 acre tract bears N47°10'41"E, a distance of 236.05 feet;

THENCE S33°30'35"E, departing the common line of said 54.3 acre tract and said 49.45 acre tract and through said 54.43 acre tract, a distance of 131.94 feet to a point on the southeasterly line of said 54.3 acre tract, same being the northwesterly line of said 25.16 acre tract, from which an angle point in the common line of said 54.3 acre tract and said 25.16 acre tract bears N70°14'34"E, a distance of 714.40 feet;

THENCE S70°14'34"W, with the common line of said 54.3 acre tract and said 25.16 acre tract, a distance of 82.36 feet to the **POINT OF BEGINNING** hereof, and containing 0.212 acre of land within the bearing and distance calls contained herein.

BEARING BASIS: Texas State Plane Coordinate System Grid, Central Zone, NAD83/NGS93. All distances are surface values; to obtain grid values multiply surface distances by a Combined Scale Factor of 0.99989. All distance units are U.S. Survey feet.

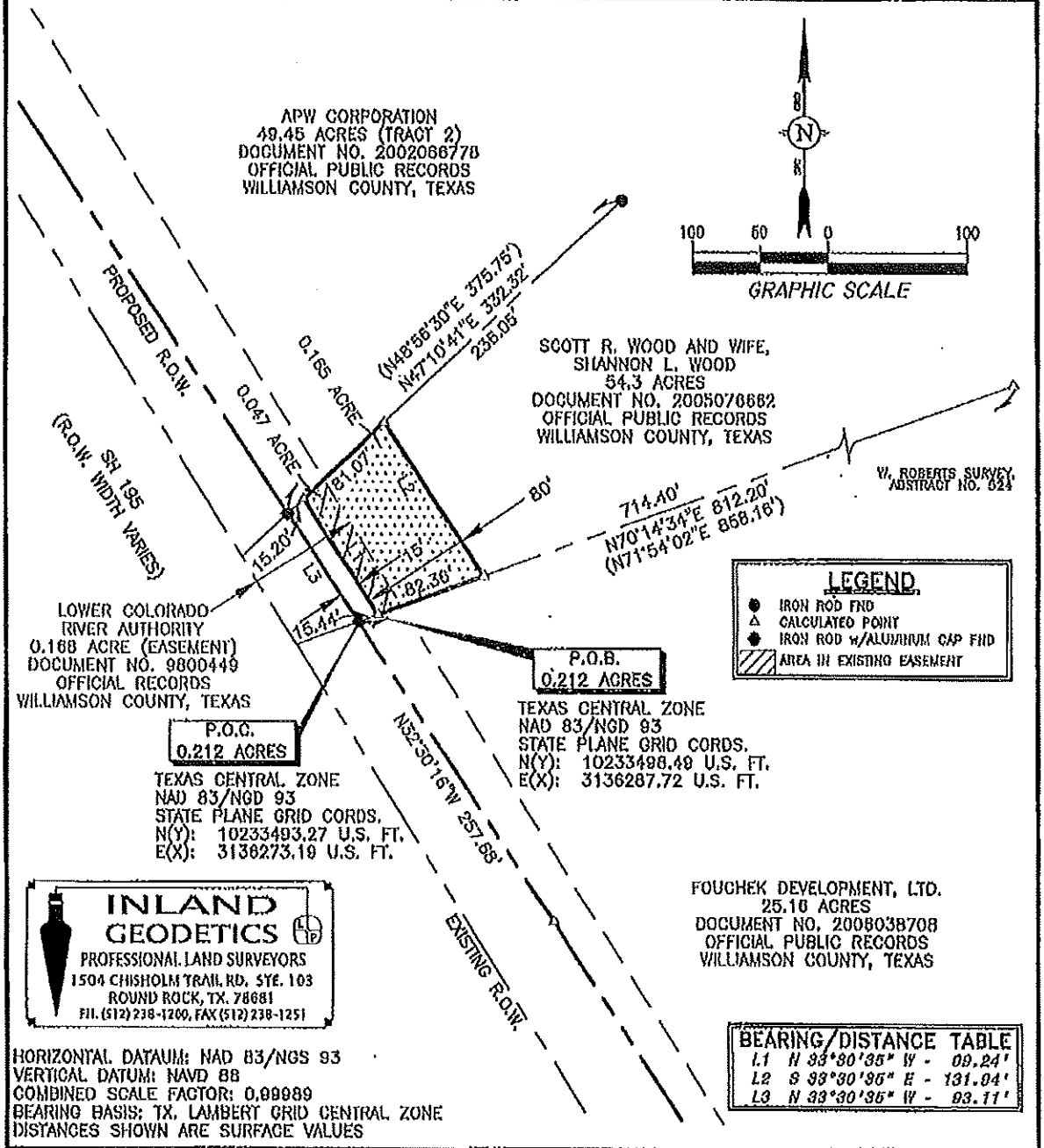
This description and plat attached hereto represent an on-the-ground survey made under my direct supervision during the month of June 2009

M. Stephen Truesdale 5 AUG 09

M. Stephen Truesdale Date:
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, L.P.
1504 Chisholm Trail Road, Suite 103
Round Rock, Texas 78681
Phone: (512) 238-1200 Fax: (512) 238-1251

WORD FILE: T359002A-0004A.DOC
ACAD FILE: T359002A-0004A.DWG

EXHIBIT "___" LOWER COLORADO RIVER AUTHORITY PAGE 3 OF 3



BEARING/DISTANCE TABLE		
L1	N 33°30'35" W -	09.24'
L2	S 33°30'35" E -	131.04'
L3	N 33°30'35" W -	93.11'

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

HORIZONTAL DATAUM: NAD 83/NGS 93
VERTICAL DATUM: NAVD 88
COMBINED SCALE FACTOR: 0.99989
BEARING BASIS: TX. LAMBERT GRID CENTRAL ZONE
DISTANCES SHOWN ARE SURFACE VALUES

ACAD FILE: T359002A-0004A.DWG
WORD FILE: T359002A-0004A.DOC
REVISION:
SCALE: 100
DATE: 08-15-2009
WO NO.:
FIELD BOOK: 250 PG. 65
DRAWN BY: BJM

PLAT SHOWING A 0.212 ACRE
EASEMENT TRACT SITUATED IN THE
W. ROBERTS SURVEY, ABSTRACT NO. 524,
WILLIAMSON COUNTY, TEXAS

T-359 TRANSMISSION LINE

LCRA
ENERGY • WATER • COMMUNITY SERVICES
3700 LAKE AUSTIN BLVD. AUSTIN, TX 78703
(512)473-3200 www.lcra.org

PARCEL A23
ROW PARCEL 129

EXHIBIT
C

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.062 ACRE (2,721 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 54.3 ACRE TRACT OF LAND CONVEYED TO SCOTT R. WOOD & SPOUSE SHANNON L. WOOD BY INSTRUMENT RECORDED IN DOCUMENT NO. 2005076662 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.062 ACRE (2,721 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northerly boundary line of said 54.3 acre tract, same being the southerly boundary line of that 49.45 acre tract of land conveyed to APW Corporation, by instrument recorded in Document No. 2002066778 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract, and from which an iron rod found with TXDOT aluminum cap, being the proposed easterly right-of-way of State Highway 195 (right-of-way width varies), bears S 47°10'41" W for a distance of 96.27 feet;

1) THENCE, with the northerly boundary line of said 54.3 acre tract, same being the southerly boundary line of said 49.45 acre tract, N 47°10'41" E for a distance of 20.27 feet to a calculated point for the northeast corner of the herein described tract, and from which a 1/2" iron rod found, being an angle point in the southerly boundary line of said 49.45 acre tract, same being the northerly boundary line of said 54.3 acre tract, bears N 47°10'41" E for a distance of 216.78 feet;

2) THENCE, departing the southerly boundary line of said 49.45 acre tract, through the interior of said 54.3 acre tract, S 33°30'35" E for a distance of 140.12 feet to a calculated point, being the southerly boundary line of said 54.3 acre tract, same being the northerly boundary line of that 25.16 acre tract of land conveyed to Fouchek Development, Ltd., by instrument recorded in Document No. 2006038708 of the Official Public Records of Williamson County, Texas, for the southeast corner of the herein described tract;

3) THENCE, with the southerly boundary line of said 54.3 acre tract, same being the northerly boundary line of said 25.16 acre tract, S 70°14'34" W for a distance of 20.59 feet to a calculated point for the southwest corner of the herein described tract, and from which an iron rod found with TXDOT aluminum cap, being the proposed easterly right-of-way of said State Highway 195, bears S 70°14'34" W for a distance of 97.80 feet;

4) THENCE, departing the northerly boundary line of said 25.16 acre tract, through the interior of said 54.3 acre tract, N 33°30'35" W for a distance of 131.94 feet to the POINT OF BEGINNING, containing 0.062 acres (2,721 square feet) of land, more or less.

NOTE: There is also a 25.00 foot wide Temporary Construction Easement east of, adjacent to and parallel with Course two (2) of the above description and as shown on the accompanying Parcel Plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This property description is accompanied by a separate plat.

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 — 22 OCT '09

M. Stephen Truesdale — Date

Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, L.P.
1504 Chisholm Trail Road
Suite 103
Round Rock, TX 78681
512-238-1200

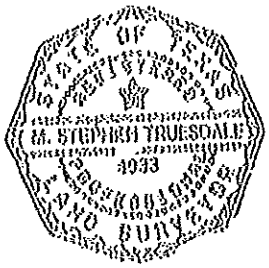
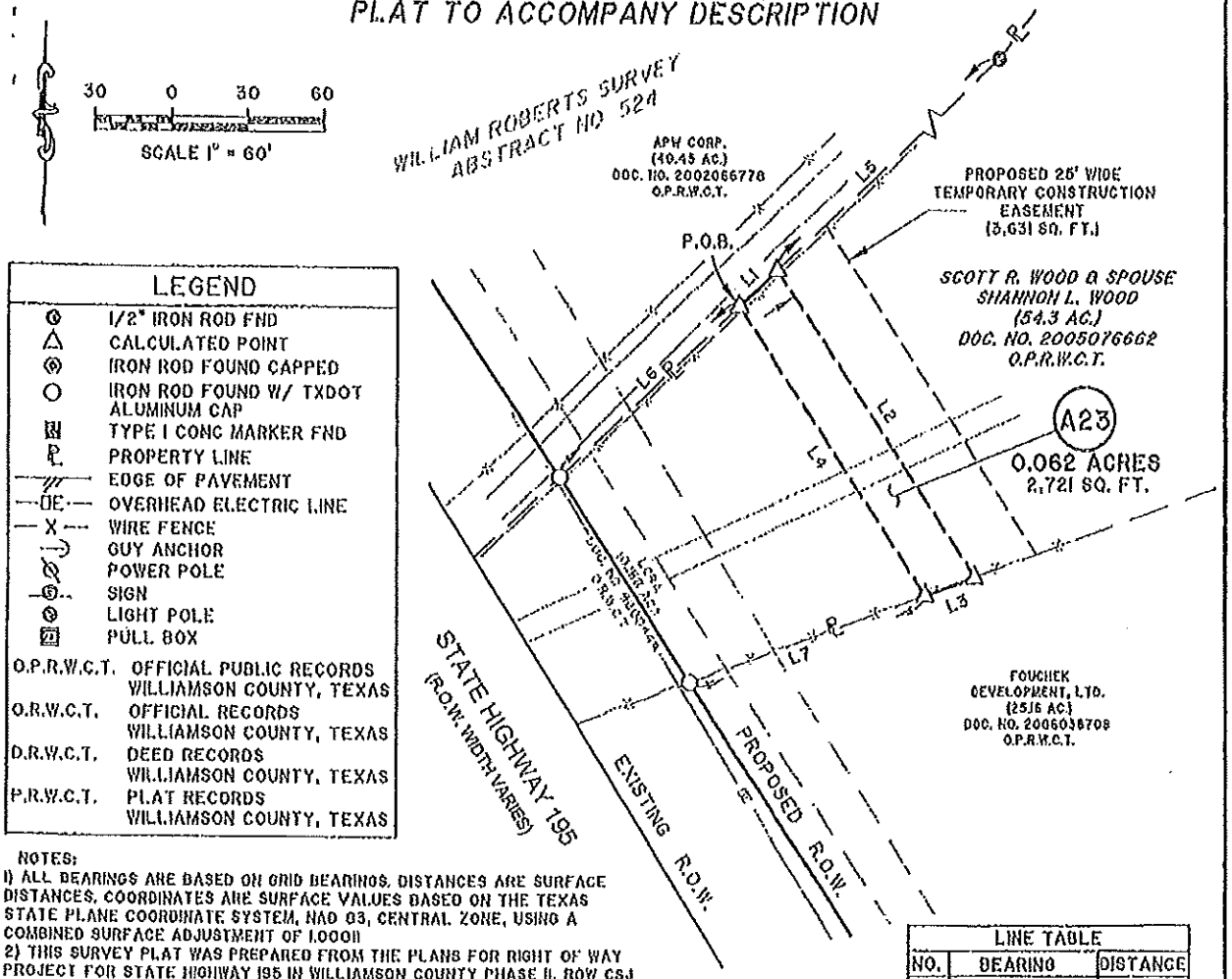


EXHIBIT ____

PLAT TO ACCOMPANY DESCRIPTION



LEGEND	
⊙	1/2" IRON ROD FND
△	CALCULATED POINT
⊛	IRON ROD FOUND CAPPED
○	IRON ROD FOUND W/ TXDOT ALUMINUM CAP
▣	TYPE I CONC MARKER FND
℄	PROPERTY LINE
———	EDGE OF PAVEMENT
—OE—	OVERHEAD ELECTRIC LINE
— X —	WIRE FENCE
⟶	GUY ANCHOR
⊗	POWER POLE
⊙	SIGN
⊗	LIGHT POLE
▣	PULL BOX
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

NOTES:
1) 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 OF 1.00011
2) THIS SURVEY PLAT WAS PREPARED FROM THE PLANS FOR RIGHT OF WAY PROJECT FOR STATE HIGHWAY 195 IN WILLIAMSON COUNTY PHASE II, ROW CSJ NO. 0440-02-012, PREPARED BY ARCADIS, INC.
3) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON.

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N 47°10'41" E	20.27'
L2	S 33°30'35" E	140.12'
L3	S 70°14'34" W	20.59'
L4	N 33°30'35" W	131.94'
L5	N 47°10'41" E	215.78'
L6	S 47°10'41" W	96.27'
L7	S 70°14'34" W	97.80'

STATE OF TEXAS
COUNTY OF WILLIAMSON

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

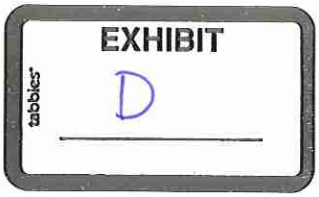
WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS.

M. Stephen Truesdale 22 OCT 09

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LP
1504 CHISHOLM TRAIL RD. SUITE 103
ROUND ROCK, TX 78681

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL A23
0.062 ACRES
2,721 SQUARE FEET



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.

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS *
*
COUNTY OF _____ *

DATE: _____, 2010

GRANTOR:

GRANTOR'S MAILING ADDRESS:

GRANTEE: PERDERNALES ELECTRIC COOPERATIVE, INC.

GRANTEE'S MAILING ADDRESS: P.O. Box 220, Austin, Texas 78767

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

EASEMENT PROPERTY: A tract of land consisting of 0.033 acres, more or less, more particularly described in the attached Exhibit A, which includes field note description and plat, incorporated herein for all purposes.

PROJECT: An exclusive easement for the construction and operation of an electric transmission line, consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances (including insulators and single pole above ground supporting structures made of wood, metal or other materials).

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way in, upon, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever. The EASEMENT PROPERTY, right-of-way, rights, and privileges herein granted shall be used for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding,

upgrading, removing, inspecting, patrolling, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith.

GRANTEE will require any and all of its contractors to defend, indemnify and hold harmless against any and all claims for bodily injury or damage to the property of any third parties arising out of the use of this Electric Line Easement and Right of Way, and will be responsible for the safety of all its employees, contractors, consultants, invitees and agents who enter onto the Easement Property to the extent allowed by law.

GRANTEE shall have the rights of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated PROJECT. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence, as necessary or appropriate for the exercise of GRANTEE'S right of ingress and egress on the EASEMENT PROPERTY. Any time the EASEMENT PROPERTY crosses an existing fence, GRANTEE shall install a steel gate containing four-inch (4") cattle panels to prevent pets and livestock from leaving the GRANTOR'S property and shall take all necessary and appropriate measures to insure that GRANTOR'S electrical fencing remains operational. Corner structures and braces shall be constructed of two and seven-eighth inch (2-7/8") schedule 40 steel pipe. Steel posts will be required for inline posts.

GRANTEE shall not materially alter the existing drainage patterns across the EASEMENT PROPERTY or GRANTOR'S adjacent property.

In furtherance of the PROJECT, GRANTEE shall have the following rights. GRANTEE shall have the right to place poles, guys or other ground-based support structures permanently on the EASEMENT PROPERTY. If other access to the EASEMENT PROPERTY is required, GRANTEE shall, except in emergencies, receive the consent of GRANTOR, and such consent shall not be unreasonably withheld.

GRANTEE shall have the right to place poles, towers, guys or other ground-based support structures permanently on the EASEMENT PROPERTY. GRANTEE shall have the right to place new or additional wire or wires within the EASEMENT PROPERTY and to change the sizes and transmission voltages thereof provided, however, that the nominal voltage of the transmission line shall not exceed 345 kV. GRANTEE shall have the right to locate, relocate, or reconstruct the PROJECT within the EASEMENT PROPERTY.

GRANTEE shall have the right to conduct archeological, historical, environmental, and other studies on the EASEMENT PROPERTY, and upon written request by the GRANTOR, the GRANTEE shall provide GRANTOR with copies of any such studies within thirty (30) days after completion of such studies. GRANTOR agrees to keep the findings and conclusions of such studies confidential to the degree allowed by law. Any artifacts found in or on the EASEMENT PROPERTY remain the property of GRANTOR.

GRANTEE shall have the right to trim, chemically treat, and/or remove from the EASEMENT PROPERTY all trees, shrubs, and parts thereof, and the right to remove any structure, building, or obstruction within the EASEMENT PROPERTY, which trees, shrubs, structures, buildings or obstructions may endanger or may have the potential to interfere with the safe, efficient, or convenient operation of the PROJECT or the rights of ingress and egress granted herein. During the construction of the PROJECT, all brush and/or other materials, other than trash and construction spoils, are to be left on the EASEMENT PROPERTY and in no instance shall any such material be placed in any of the waterways located on the EASEMENT PROPERTY or on GRANTOR'S remaining property. GRANTOR shall not place or construct any structure in or on the EASEMENT PROPERTY. GRANTOR may not plant any trees or shrubs on the EASEMENT PROPERTY nor change the grade of the EASEMENT PROPERTY in any manner that would interfere with GRANTEE'S rights as set forth herein. GRANTOR shall not place or operate any temporary or permanent equipment or object within the EASEMENT PROPERTY without complying with the National Electric Safety Code and any other applicable law or regulation. GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the EASEMENT PROPERTY for use in erecting or repairing the PROJECT.

GRANTOR shall retain the title to, and the full use and enjoyment of the EASEMENT PROPERTY, subject only to the rights of GRANTEE of ingress and egress on the EASEMENT PROPERTY and the use of the EASEMENT PROPERTY by GRANTEE for the PROJECT and related purposes set out herein. GRANTOR shall have the right, without implying limitation except as otherwise provided, to cultivate and grow crops, to cultivate gardens, grass and landscaping, to pasture livestock on the EASEMENT PROPERTY, to build fences and corrals, to park cars, trucks and equipment, and to place across the EASEMENT PROPERTY, or on or along the length thereof, roads, streets, underground utilities, pipelines, communication lines, and sidewalks and grant easements for same not inconsistent with the rights granted herein; provided, however, that the height of the grade or any changes in the surface level shall not interfere with the clearance of the transmission line from the ground and the facility built and placed in the EASEMENT PROPERTY shall not interfere with any supporting structure or adversely affect foundations.

GRANTEE agrees that upon completion of construction of the PROJECT, GRANTEE shall remove and dispose of all debris, trash, and litter resulting from construction and shall restore the surface of the EASEMENT PROPERTY, as nearly as is reasonably possible, to the same condition in which the EASEMENT PROPERTY was found immediately before construction was begun, including that GRANTEE will restore the topography and elevation of the property to the same condition that existed prior to beginning construction of the PROJECT, to the extent possible. GRANTEE also agrees to seed grass in disturbed areas within the affected pastures.

It is understood and agreed that the CONSIDERATION herein paid includes payment for all damages for the initial construction and ordinary operation and maintenance of the PROJECT. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures, and obstructions. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, or under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the EASEMENT PROPERTY.

The rights granted to GRANTEE in this Electric Line Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

GRANTOR and GRANTEE agree that Texas law governs this Electric Line Easement and Right-of-Way and all obligations of the parties are performable in Williamson County, Texas.

GRANTEE acknowledges that this Electric Line Easement and Right of Way is granted as part of an eminent domain proceeding and that this easement was agreed to in lieu of condemnation.

GRANTOR warrants and shall forever defend this Electric Line Easement and Right-of-Way to GRANTEE subject to the following:

a. visible and apparent easements not appearing of record;
b. any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and
c. easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Office Public Records of the County in which the Easement Property is located, but only to the extent that said items are still valid and in force and effect at this time.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees and authorized agents of GRANTEE.

GRANTORS:

_____
Scott Wood

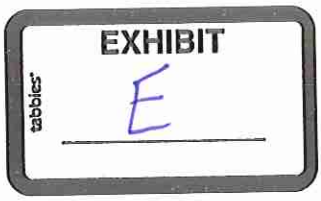
_____
Shannon Wood

ACKNOWLEDGMENT

STATE OF TEXAS *
*
COUNTY OF _____ *

This instrument was acknowledged before me on _____, 2010, by ____ Scott Wood and Shannon Wood, GRANTORS.

_____
Notary Public, State of Texas



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.

EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Transmission Line No.: T-359
Easement No.: 13

DATE: _____, 2010

GRANTOR: SCOTT R. WOOD and SHANNON L. WOOD

GRANTOR'S MAILING ADDRESS: P.O. Box 1551
Georgetown, Texas 78627

GRANTEE: LCRA TRANSMISSION SERVICES CORPORATION

GRANTEE'S MAILING ADDRESS: P. O. Box 220
Austin, Texas 78767

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

EASEMENT PROPERTY: A tract of land consisting of 0.212 acre, more or less, more particularly described in the attached Exhibit A, which includes field note description and plat, incorporated herein for all purposes.

PROJECT: Electric transmission line or lines and/or electric distribution line or lines, consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances (including insulators and above ground supporting structures made of wood, metal, or other materials). The Project may also include communication lines and facilities appurtenant to any of them.

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way in, upon, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever. The Easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of constructing, placing, operating, maintaining,

reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith.

GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purposes. In the event that immediate access to the EASEMENT PROPERTY is not reasonably available over the EASEMENT PROPERTY, and only in that event, then GRANTEE shall have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining such access. In the event that such access is not reasonably available over the EASEMENT PROPERTY and not available over existing roads, and only in that event, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence, as necessary or appropriate for the exercise of GRANTEE'S right of ingress and egress on the EASEMENT PROPERTY or adjacent property of GRANTOR. GRANTEE shall have the right to use such portion of the property along and adjacent to the Easement and right-of-way as may be reasonably necessary in connection with the construction, reconstruction, or repair of the PROJECT, or any part thereof.

GRANTOR shall have the right to place poles, towers, guys or other ground-based support structures permanently on the EASEMENT PROPERTY. GRANTEE shall have the right to place new or additional wire or wires within the EASEMENT PROPERTY and to change the sizes and transmission voltages thereof. GRANTEE shall have the right to locate, relocate, or reconstruct the PROJECT within the EASEMENT PROPERTY. GRANTEE shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the Easement by any other person or legal entity for the above stated purpose. GRANTEE shall have the right to conduct archeological, historical, environmental, and other studies on the EASEMENT PROPERTY. GRANTEE shall have the right to remove from the EASEMENT PROPERTY all trees, shrubs, and parts thereof, or any structure, building, or obstruction within the EASEMENT PROPERTY, which may endanger or may interfere with the safe, efficient, or convenient operation of the PROJECT or the rights of ingress and egress granted herein. GRANTOR shall not place or construct any habitable structure in or on the EASEMENT PROPERTY. GRANTOR shall not place or operate any temporary or permanent equipment or object within the EASEMENT PROPERTY without complying with the National Electrical Safety Code and any other applicable law or regulation. GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the EASEMENT PROPERTY for use in erecting or repairing the PROJECT.

It is understood and agreed that the CONSIDERATION herein paid includes payment for all damages for the initial construction and ordinary operation and maintenance of the PROJECT but does not include damages, if any, to GRANTOR'S remainder property which may occur in the future after the original construction of the PROJECT, directly resulting from the reconstruction or repair of the PROJECT. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures, and obstructions. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the EASEMENT PROPERTY.

The rights granted to GRANTEE in this Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

GRANTOR warrants and shall forever defend the Easement to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees and authorized agents of GRANTEE.

GRANTOR:

_____

Scott R. Wood

_____

Shannon L. Wood

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2010, by Scott R. Wood, GRANTOR.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2010, by Shannon L. Wood, GRANTOR.

_____
Notary Public, State of Texas

CONSENT AND JOINDER

JP Morgan Chase Bank, N.A., hereby consents to and joins in the execution of the foregoing grant of that certain Easement and Right-of-Way between LCRA Transmission Services Corporation, a Texas non-profit corporation, and Scott R. Wood and Wife, Shannon L. Wood, by virtue of its rights and interests set forth in that certain (i) General Warranty Deed with First and Second Vendor's Lien, dated as of September 22, 2005, recorded as Document No. 2005076662, (ii) Deed of Trust, dated as of September 22, 2005, recorded as Document No. 2005076663 and (iii) Texas Residential Deed of Trust, dated as of September 22, 2005, recorded as Document No. 2005076664, all in the Official Public Records of Williamson County, Texas; (together "Security Instruments"), and agrees to the granting of the aforesaid Easement and agrees that any sale under foreclosure of such Security Instruments shall be subject to such Easement.

Executed this_____ day of _____, 2010.

JP Morgan Chase Bank, N.A.

By:_____

Name: _____

Title: _____

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS_____ §
§
COUNTY OF _____ §

On the ____ day of _____, 2010, before me, a Notary Public in and for the said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this instrument and acknowledged to me that he or she was the authorized representative of JP Morgan Chase Bank, N.A., and that by said signature on the instrument, the entity upon behalf of which the individual acted, executed the instrument.

In Witness Whereof, I have hereunto set my hand and official seal.

_____
Notary Public

AFTER RECORDING, RETURN TO:
Lower Colorado River Authority
P. O. Box 220
Austin, Texas 78767-0220
Attn: Regina Thompson

Leander Interlocal Agreement
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on interlocal agreement between the City of Leander and Williamson County for the extension of Lakeline Boulevard from Crystal Falls Parkway to FM 2243.

Background

The City of Leander approved the interlocal agreement on Thursday, December 2nd, 2010. The agreement requires the City to obtain the necessary right-of-way for the extension, construct a portion of the project, and to operate and maintain the roadway after completion of the project.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Signed Lakeline Extension Agreement

Form Routing/Status

Form Started By: Grimes Kathy — Started On: 12/08/2010 03:48 PM

Final Approval Date: 12/09/2010

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this _____ day of _____, 2010, by and between WILLIAMSON COUNTY, (the "County") and the CITY OF LEANDER, (the "City") , political subdivisions of the State of Texas.

WITNESSETH:

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

WHEREAS, the County and the City desire to participate in the construction, operation and maintenance of the extension of Lakeline Boulevard, together with drainage and appurtenances, from Crystal Falls Parkway to FM2243 (the "Project"); and

WHEREAS, the County desires the City to acquire all of the right-of-way required for the Project, construct a portion of the Project, and operate and maintain the entire Project after completion;

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

I.

FINDINGS

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

2. **Project.** The County will design four lanes and construct two lanes of the Project from Crystal Falls Parkway to FM 2243 within three (3) years after approval of this Agreement. The project shall be designed pursuant to City specifications. The parties agree to confer regarding the engineering design of the Project prior to bid advertising.

II.

Party Responsibilities

1. **Engineering Plans and Specifications**. The County will be responsible for contracting with qualified engineering firms to obtain the engineering design, plans and specifications for the Project.

2. **City Responsibility**. The City shall be responsible for acquiring all of the Project right-of-way and all drainage easements and other appurtenances needed for the Project. Additionally, the City shall be responsible for operating and maintaining the Project after the Project is complete. The County shall convey all rights-of-way and related easements to the City. The City shall construct or cause the construction of the additional two lanes of the Project when deemed necessary by the City.

3. **Eminent Domain.** The Project is a public capital improvement project. The Project will be a public thoroughfare and road. The City is responsible for acquiring the land and right-of-way required for the Project on behalf of Williamson County and the City. The duty and responsibility of the City to acquire the land and right-of-way shall include the obligation of the City to use and employ the power of eminent domain if reasonably necessary to acquire the land and right-of-way required for the Project. The City is also authorized to acquire the land and right-of-way required for the Project for and on behalf of the County. If the City acts to acquire any tract(s) or parcel(s) of the land and right-of-way by exercising the power of eminent domain, in addition to the eminent domain authority of the City the City is authorized to use the eminent domain authority of the County to acquire the land and right-of-way required for the Project.

III.

Term of Agreement and Renewal

Term of Agreement. The term of this Agreement shall begin as of the date the last party signs this Agreement, and extend for five years.

IV.

General and Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written

contracts or agreements between the City and Williamson County regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.

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

3. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither the City nor Williamson County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

6. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the

plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

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

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

WILLIAMSON COUNTY

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

CITY OF LEANDER

By:_____
JOHN COWMAN
MAYOR

Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Possession and Use Agreement concerning CR 237 - Theon Properties Ltd.. Pct. 3

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Theon Properties

Form Routing/Status

Form Started By: Wendy Coco — Started On: 12/10/2010 02:40 PM
Final Approval Date: 12/10/2010

POSSESSION AND USE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, THEON PROPERTIES LTD, hereinafter referred to as "GRANTOR", whether one or more, is the owner of that certain piece, parcel or tract of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and made a part hereof; and

WHEREAS, WILLIAMSON COUNTY, TEXAS, "GRANTEE", plans to acquire a fee simple interest in the tract(s) of land described in Exhibit "A", whether through contract and conveyance or through eminent domain proceedings; and

WHEREAS, the GRANTEE must have possession of said-described tract of land for the purposes described below,

Construction of County Road 237.

NOW THEREFORE, BE IT KNOWN:

That in consideration of GRANTEE agreeing to extend the time for additional negotiations to acquire the Property required for the Project, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry, possession, and construction easement, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibit "A".

GRANTOR warrants and represents by, through, and under the GRANTOR, but not otherwise, that the title to the Property is free and clear of all liens and encumbrances on the title to the Property, and that any necessary and proper releases will be executed for the Property prior to funds being disbursed under this agreement. The GRANTOR further agrees to indemnify the GRANTEE from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

It is expressly agreed, acknowledged, and understood that the easements, rights, and privileges herein granted are assignable and shall be used by the GRANTEE, its employees, agents, and assigns, for the purposes of entering upon the above-described property, before the closing of the contemplated real estate transaction, and proceeding with surveying, site review and analysis, utility relocation, actual construction on the Project, and all manner of preparation and work attendant thereto. Utility relocation, if any, shall include, but not be limited to, the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, gas lines, and their attendant facilities from the existing roadway right-of-way on the property described in Exhibit "A".

MBE

The GRANTEE, its employees, agents, and assigns shall have the full and exclusive right to control and use the above-described tracts, including the right to erect and maintain fencing and traffic and pedestrian control and devices and signs, the right to clear trees and vegetation, and the right to excavate, trench, fill, and grade the real property itself.

At no time during the possession of the property by GRANTEE for the purposes described herein shall GRANTOR be denied reasonable access and/or ingress to or egress from the remaining property for the current uses of such property.

The easement, rights, and privileges herein granted shall automatically terminate upon the contemplated closing of the above-described real estate transaction.

The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.

TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees.

Executed this the 10th day of DECEMBER, 2010.

GRANTOR:

THEON PROPERTIES, LTD.

By: Michael B. Escott

Its: President, Theon Road, Inc. - the General Partner of Theon Properties, Ltd.

GRANTEE:
WILLIAMSON COUNTY, TEXAS

_____
County Judge Dan A. Gattis
Williamson County, Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 10th day of December, 2010 by Michael B. Elliott, in the capacity and for the purposes and consideration recited herein.

Natalie S. Bittner
Notary Public, State of Texas
Printed Name: Natalie S. Bittner
My Commission Expires: 07/07/2011

NATALIE S. BITTNER
Notary Public, State of Texas
My Commission Expires 07-07-2011

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2010 by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:

After recording return to:

Joe M. England, P.E.
Williamson County Engineer
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626

MBE

Exhibit "A"

FIELD NOTES
JOB NO. 40051–18
DATE: September 30, 2010
PAGE 1 OF 3

23.66 ACRES

Being 23.66 acres of land situated in Williamson County, Texas, out of the Antonio Manchaca Survey, Abstract No. 421, and being a portion of that tract described as 168.570 acres in a Warranty Deed to Theon Properties, LTD., dated May 5, 1998 and recorded as Document No. 9823961 of the Official Records of Williamson County, Texas, and further described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron pin found for the northwest corner of said Theon tract and for the southwest corner of that certain tract described as 3/4 acres (Tract III) in a Warranty Deed With Vendor's Lien to Lawrence M. Irvine, et al., dated February 15, 1995 and recorded in Volume 2680, Page 768 of the Official Records of Williamson County, Texas, and for the northeast corner of that certain tract described as Tract 2 (91.76 acres) in a Deed Without Warranty to Carrie Beulah Irvine, dated May 19, 1989 and recorded in Volume 1789, Page 978 of said official records, for the northwest corner of this tract,

THENCE: N 69°41'12" E 1374.42 feet with the south line of said Irvine tract (2680/768) and with the north line of said Theon tract to a 1/2 inch iron pin found in the southwest margin of County Road 237 for the southeast corner of said Irvine tract (2680/768);

THENCE: continuing with the south margin of County Road 237 and the north line of said Theon tract the following three (3) courses:

1. N 69°41'12' E 150.50 feet to a 1/2 inch iron pin with yellow plastic cap inscribed "CS, LTD" set,
2. N 68°26'57" E 1124.05 feet to a 1 inch iron pipe found,
3. N 66°55'30" E 461.83 feet to a 1/2 inch iron pin found for a point of intersection with the westerly line of Interstate Highway 35, and the most northerly corner of this tract;

THENCE: with the westerly line of Interstate Highway 35 and the east line of said Theon tract the following four (4) courses:

1. S 76°30'30" E 250.38 feet to a TXDOT Type II concrete monument found,
2. S 31°45'15" E 70.71 feet to a 60D nail found,
3. S 13°26'07" W 399.55 feet to a 1/2 inch iron pin found,
4. S 07°38'59" W 174.66 feet to a 1/2 inch iron pin with yellow plastic cap inscribed "CS, LTD" set for the southeast corner of this tract, from which a TXDOT Type II concrete monument found bears S 07°38'59" W 328.66 feet;

THENCE: over and across said Theon tract with the south line of this tract the following eight (8) courses:

1. N 40°51'06" W 151.09 feet to a 1/2 inch iron pin with yellow plastic cap inscribed "CS, LTD" set,
2. 342.47 feet along a curve to the left (Δ=06°42'14", R=2927.00 feet, LC bears S 85°40'17" W 342.27 feet to a 1/2 inch iron pin with yellow plastic cap inscribed "CS, LTD" set,
3. S 85°26'29" W 150.51 feet to a 1/2 inch iron pin with yellow plastic cap inscribed "CS, LTD" set,

MBE

Exhibit "A"

FIELD NOTES
JOB NO. 40051–18
DATE: September 30, 2010
PAGE 2 OF 3

4. S 79°05'06" W 158.81 feet to a 1/2 inch iron pin with yellow plastic cap inscribed "CS, LTD" set,

5. S 79°59'27" W 126.51 feet to a 1/2 inch iron pin with yellow plastic cap inscribed "CS, LTD" set,

6. S 79°05'06" W 332.39 feet to a 1/2 inch iron pin with yellow plastic cap inscribed "CS, LTD" set,

7. 517.13 feet along a curve to the left (Δ=10°32'11", R=2182.09 feet, LC bears S 73°49'34" W 516.40 feet to a 1/2 inch iron pin with yellow plastic cap inscribed "CS, LTD" set,

8. S 68°59'43" W 1371.37 feet to a 1/2 inch iron pin with yellow plastic cap inscribed "CS, LTD" set in the east line of said Irvine tract (1789/978), for the southwest corner of this tract.

THENCE: N 21°40'30" W 248.47 feet with the east line of said Irvine tract (1789/978) and with the west line of said Theon tract, with the west line of this tract to the Point of Beginning.

Bearings cited hereon based on Grid North Texas State Plane Coordinate System (Central Zone) NAD83.

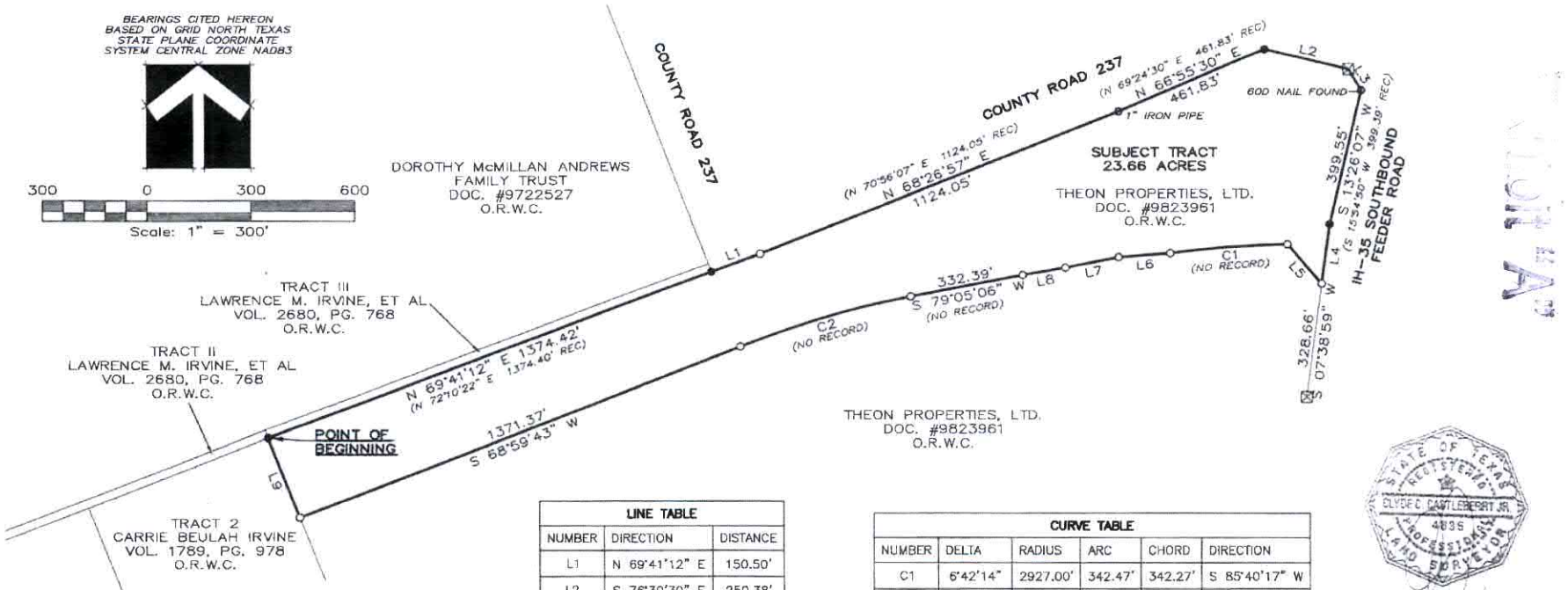
10/6/10

Clyde C. Castleberry, Jr., R.P.L.S. No. 4835
Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628

CCC/bab

MBE

EXHIBIT TO ACCOMPANY FIELD NOTES FOR
23.66 ACRES OUT OF THE ANTONIO MANCHACA SURVEY, ABSTRACT NO. 421
WILLIAMSON COUNTY, TEXAS



RECORD LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 72°10'22" E	150.50'
L2	S 73°59'10" E	250.31'
L3	S 29°31'33" E	70.56'
L4	S 10°09'00" W	503.68' OVERALL
L5–L9	NO RECORD	

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N 69°41'12" E	150.50'
L2	S 76°30'30" E	250.38'
L3	S 31°45'15" E	70.71'
L4	S 07°38'59" W	174.66'
L5	N 40°51'06" W	151.09'
L6	S 85°26'29" W	150.51'
L7	S 79°05'06" W	158.81'
L8	S 79°59'27" W	126.51'
L9	N 21°40'30" W	248.47'

CURVE TABLE					
NUMBER	DELTA	RADIUS	ARC	CHORD	DIRECTION
C1	6°42'14"	2927.00'	342.47'	342.27'	S 85°40'17" W
C2	10°32'11"	2812.09'	517.13'	516.40'	S 73°49'34" W

LEGEND	
●	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON PIN SET w/YELLOW PLASTIC CAP "CS, LTD"
⊠	TXDOT TYPE II CONCRETE MONUMENT
O.R.W.C.	OFFICIAL RECORDS WILLIAMSON CO.

NOTE:
ALL RECORD CALLS BASED ON DOC. #9823961, O.R.W.C., WITH EXCEPTION OF L10 WHICH IS BASED ON VOL 2680, PG 768, O.R.W.C.

STATE OF TEXAS REGISTERED CLYDE C. CASTLEBERRY JR. 4835 PROFESSIONAL LAND SURVEYOR

Castleberry Surveying, Ltd.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
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SHEET 3 OF 3

Interlocal Agreement between City of Leander and Williamson County Commissioners Court - Regular Session

Date: 12/14/2010
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: 12/01/2010 11:14 AM

Final Approval Date: 12/01/2010

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.

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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

Reorganization of CCL#3.
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Mary Tomasek, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Executive Session

Information

Agenda Item

Discuss and take appropriate action concerning approval of reorganization of the County Court at Law #3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Tomasek
Started On: 12/09/2010 11:52 AM
Final Approval Date: 12/09/2010

Appoint Staff Members for Judge Doug Arnold CCLaw#3
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Mary Tomasek, Human Resources
Submitted For: Lisa Zirkle
Department: Human Resources
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action to appoint the staff members for Judge Doug Arnold, County Court at Law #3.

Background

Court Reporter - Karen Goh; Court Coordinator - Angie Luedecke; Office Specialists - To be determined.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Tomasek
Started On: 12/09/2010 11:45 AM
Final Approval Date: 12/09/2010

Fireworks Ban
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: John Sneed, EMS
Submitted For: John Sneed
Department: EMS
Agenda Category: Regular Agenda Items

Information

Agenda Item

In accordance with Section 352.051 of the Texas Local Government Code, discuss and consider adopting an order prohibiting or restricting the sale or use of "restricted fireworks" in all of the unincorporated areas of Williamson County. "Restricted Fireworks", which means only those items classified under 49 C.F.R. Sec. 173.100(r)(2) (10-1-86 edition), as "skyrockets with sticks" and "missiles with fins."

Background

We must make this decision by 12-15-10. The KBDI must be at 575 to be in compliance with 352.051. I will have a report to present to the Court on 12-14-10 as to where we are with our KBDI and the recommendation from the Fire Chief's Association.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Fire Works Ban

Form Routing/Status

Form Started By: John Sneed
Started On: 11/30/2010 04:16 PM
Final Approval Date: 12/01/2010

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER PROHIBITING CERTAIN FIREWORKS
IN SPECIFIED AREAS OF WILLIAMSON COUNTY, TEXAS

WHEREAS, on the _____ day of _____, 2008, the Commissioners Court of Williamson County has determined that conditions on certain uncultivated acreage in the county are extremely hazardous for the danger of fire because of high grass or dry vegetation;

NOW, THEREFORE, the Commissioners Court of Williamson County adopts this Order prohibiting the sale or use of restricted fireworks in the following areas of Williamson County:

_____

_____

_____

_____

A. No person may sell, detonate, ignite, or in any way use fireworks classified under 49 C.F.R. part. 173.100(r)(2) (10-1-86 edition), as "skyrockets with sticks" and "missiles with fins" in the specified area of Williamson County.

B. This Order does not prohibit:
   1. common fireworks, small in size classified as Class C explosives;
   2. large fireworks devices designed primarily to produce visible or audible effects by combustion, deflagration, or detonation and classified as Class B explosive by the U.S. Dept. of Trans. [TEX. OCC. CODE, Chapter 2154].

C. A person commits an offense if the person knowingly or intentionally violates a prohibition established by this Order. An offense under this order is a Class C. Misdemeanor.

APPROVED THIS THE _____ DAY OF _____, 2008, BY THE COUNTY COMMISSIONERS COURT.

_____
COUNTY JUDGE

Attest: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER PROHIBITING CERTAIN FIREWORKS
IN UNINCORPORATED AREAS OF WILLIAMSON COUNTY, TEXAS

WHEREAS, the Texas Forest Service has determined that drought conditions exist in Williamson County; and

WHEREAS, on the _____ day of _____, 2008, the Commissioners Court of Williamson County has determined that the normal danger of fire in the unincorporated areas of Williamson County is greatly enhanced by the extremely dry conditions now existing;

NOW, THEREFORE, the Commissioners Court of Williamson County adopts this Order prohibiting the sale or use of restricted fireworks in the unincorporated areas of Williamson County.

A. No person may sell, detonate, ignite, or in any way use fireworks classified under 49 C.F.R. part. 173.100(r)(2) (10-1-86 edition), as "skyrockets with sticks" and "missiles with fins" in any portion of the unincorporated area of Williamson County.

B. This Order does not prohibit:
   1. common fireworks, small in size classified as Class C explosives;
   2. large fireworks devices designed primarily to produce visible or audible effects by combustion, deflagration, or detonation and classified as Class B explosive by the U.S. Dept. of Trans. [TEX. OCC. CODE, Chapter 2154].

C. A person commits an offense if the person knowingly or intentionally violates a prohibition established by this Order. An offense under this order is a Class C. Misdemeanor.

APPROVED THIS THE _____ DAY OF _____, 2008, BY THE COUNTY COMMISSIONERS COURT.

_____
COUNTY JUDGE

Attest: _____

SUBCHAPTER C. FIREWORKS

Sec. 352.051. REGULATION OF RESTRICTED FIREWORKS. (a) For the purposes of this section the following definitions shall apply:

(1) "Restricted fireworks" means only those items classified under 49 C.F.R. Sec. 173.100(r)(2) (10-1-86 edition), as "skyrockets with sticks" and "missiles with fins".

(2) "Drought conditions" means the existence immediately preceding or during the fireworks season of a Keetch-Byram Drought Index of 575 or greater.

(b)(1) The Texas Forest Service in the ordinary course of its activities shall determine whether drought conditions, as defined under Subsection (a)(2), exist on average in any county requesting such a determination. The Texas Forest Service shall make available the measurement index guidelines used to determine whether drought conditions exist in a particular area. Following any determination that such drought conditions exist, the Texas Forest Service shall notify said county or counties when such drought conditions no longer exist. The Texas Forest Service shall make its services available each day during the Fourth of July and December fireworks seasons to respond to the request of any county for a determination

whether drought conditions exist on average in the county.

(2) The Texas Forest Service shall be allowed to take such donations of equipment or funds as necessary to aid in the carrying out of this section.

(c) Upon a determination under this section that drought conditions exist on average in a specified county, the commissioners court of the county by order may prohibit or restrict the sale or use of restricted fireworks in the unincorporated area of the county. In addition, during the December fireworks season, the commissioners court of a county by order may restrict or prohibit the sale or use of restricted fireworks in specified areas when conditions on rural acreage in the county not under cultivation for a period of at least 12 months are determined to be extremely hazardous for the danger of fire because of high grass or dry vegetation.

(d) To facilitate compliance with an order adopted under Subsection (c), the order must be adopted before:

(1) April 25 of each year for the Cinco de Mayo fireworks season;

(2) June 15 of each year for the Fourth of July fireworks season; and

(3) December 15 of each year for each December fireworks season.

(e) An order issued under this section shall expire upon determination as provided under Subsection (b) that such drought conditions no longer exist.

(f) When a county issues an order restricting or prohibiting the sale or use of restricted fireworks under this section, the county may designate one or more areas of appropriate size and accessibility in the county as safe areas where the use of restricted fireworks is not prohibited, and the legislature encourages a county to designate such an area for that purpose. The safe area may be provided by the county, a municipality within the county, or an individual, business, or corporation. A safe area may be designated in and provided in the geographic area of the regulatory jurisdiction of a municipality if the activity conducted in the safe area is authorized by general law or a municipal regulation or ordinance. An area is considered safe if adequate public safety and fire protection services are provided to the area. A county, municipality, individual, business, or corporation is not liable for injuries or damages resulting from the designation, maintenance, or use of the safe area.

(g) A person selling any type of fireworks, including restricted fireworks, in a county that has adopted an order under Subsection (c) shall, at every location at which the

person sells fireworks in the county, provide reasonable notice of the order and reasonable notice of any location designated under Subsection (f) as a safe area.

(h) An affected party is entitled to injunctive relief to prevent the violation or threatened violation of a requirement or prohibition established by an order adopted under this section.

(i) A person commits an offense if the person knowingly or intentionally violates a prohibition established by an order issued under this section. An offense under this subsection is a Class C misdemeanor.

(j) A civil action against a county based on the county's actions under this section must be brought in the appropriate court in that county.

Added by Acts 1991, 72nd Leg., ch. 865, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1995, 74th Leg., ch. 500, Sec. 1, eff. Aug. 28, 1995; Acts 1997, 75th Leg., ch. 1399, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1244, Sec. 1 to 3, eff. Sept. 1, 1999. Renumbered from Sec. 240.904 by Acts 2001, 77th Leg., ch. 1420, Sec. 12.004, eff. Sept. 1, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1179, Sec. 7, eff. June 15, 2007.

Burn Ban
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: John Sneed, EMS
Submitted For: John Sneed
Department: EMS
Agenda Category: Regular Agenda Items

Information

Agenda Item

To discuss and consider extending the Burn Ban in Williamson County. To include consideration for the extension through the first week of January 2011.

Background

If we do not have Commissioner's Court on the 21st and 28th; we still need to be under the burn ban if it does not rain.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: John Sneed
Started On: 12/03/2010 08:20 AM
Final Approval Date: 12/03/2010

Lone Star Circle of Care Mental Health Agreement
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Commissioner Covey
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on agreement with Lone Star Circle for mental health services.

Background

This agreement is similar to last year's mental health agreement which was also funded through the Tobacco Account. The agreement has been reviewed by Hal Hawes and signed by the CEO of Lone Star Circle of Care.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Lone Star Agreement

Form Routing/Status

Form Started By: Grimes Kathy Started On: 12/09/2010 10:47 AM

Final Approval Date: 12/09/2010

Contract for the Williamson County Mental Health Grant Program Fiscal Year 2010/2011

1. Parties and Contract Term

1.1 Williamson County and Lone Star Circle of Care

Williamson County (the "County") and Lone Star Circle of Care ("Lone Star") agree to the following terms and conditions concerning the Williamson County Mental Health Grant Program (the "Program").

1.2 Participating Clinic

Lone Star agrees to follow the rules and restrictions set by the County under the authority of this Contract. Lone Star understands that funds will not be paid for patient visits which do not meet the requirements of the Contract.

1.3 Contract Term

This Contract will be in effect for the County fiscal year beginning October 1, 2010 and ending September 30, 2011.

2. County Responsibility

2.1 Payment for Patient Visits

The County will pay Lone Star One Hundred and Sixty-Nine Dollars ($169.00) per qualifying patient mental health encounters ("Eligible Encounter(s))" for Clinic patients meeting the eligibility criteria set out in this Contract. Payment of these funds will be subject to review by the Williamson County Auditor, and any additional auditing measures at the discretion of the Williamson County Commissioners Court. Payments will be made within thirty (30) days of receipt by the Williamson County Auditor in compliance with the Prompt Payment Act. The County is not obliged to pay requests which are submitted more than ninety-five (95) days after the date of service.

It is the intent of the parties hereto that funding under the Program is reserved for only those cases wherein a patient visit would not otherwise be funded by a different funding source. The parties hereto acknowledge and agree that County shall only provide funding from the Program under this Agreement for a patient visit if other funding is not available in relation to such patient visit. In the event that other funding is or was available for a particular patient visit and the County provided funding for the visit, Lone Star shall reimburse County for any funds that were provided for that particular patient visit.

2.2 Funding Limitations

The County will not be responsible for payments exceeding the total annual amount allocated in the County budget for the Program for the 2010/2011 fiscal year. The total amount allocated for the Program is $165,000.

2.3 Eligibility Requirements

To be considered an Eligible Encounter for purposes of this Agreement, the patient receiving the mental health visit at the Clinic must meet all of the following criteria:

(1) The patient must be a Williamson County resident;

(2) The patient must have a face to face encounter between an eligible patient and one of the following mental health professionals (Psychiatrist, LCSW, LPC, or Ph.D. Psychologist). A qualifying patent visit is a face-to-face assessment, evaluation, mental health status exam, diagnostic interview, psychiatric medication management visit, or therapy session.

(3) Each mental health patient should have progress notes for therapy sessions/mental health visits that document the patient's progress or lack of progress, provided that nothing in this Agreement is intended to require any specific documentation or record-keeping requirements, it being understood by the parties that services provided by Lone Star pursuant to this agreement shall be documented and recorded in accordance with Lone Star's customary practices and procedures, which practices and procedures shall comply with industry standards.

(4) Missed sessions, phone sessions, consultations without the patient are not billable. Collaborative phone calls and conferences are considered to be part of the covered session, and cannot be billed separately.

(5) Only one mental health visit, per patient per day may be considered an Eligible Encounter.

(6) Except for funding from the Program, there is no other funding source that will pay for the patient's visit.

3. Lone Star's Responsibility

3.1 Billing

In accordance with its standard billing practices, Lone Star will bill the County for services provided pursuant to this Agreement by submitting HCFA claim forms, as services are rendered, to the Williamson County Auditor for review and/or payment.

3.2 Audits

Lone Star understands that the County maintains the right to review and audit any of the books and records of Lone Star relating to Lone Star's performance and receipt of payments under this Agreement. The County will conduct such review or audit upon reasonable notice to Lone Star, at its own expense, and during regular business hours.

Unsatisfactory audit findings may require further audit reviews of Lone Star by the Williamson County Auditor. Unsatisfactory results from an audit or review and/or failure of Lone Star to satisfactorily participate in an audit or review may be grounds for the exclusion of Program.

3.3 Unsatisfactory Finding on Billing Audit

If inappropriate billing is determined during an audit process, Lone Star shall repay Williamson County all amounts that were inappropriately billed within 30 days of Lone Star's notice of such billing error.

3.4 Reports

Lone Star will submit a report to the Williamson County Auditor after completion of the second quarter of the Program and be prepared to present the report to the Williamson County Commissioner's Court if requested. This report is Lone Star's self-evaluation of their progress toward meeting their target objectives and will report the number of unduplicated patients served and the number of visits. The report should have statistics on the type of mental health illnesses that are being treated in the county; type of mental health professional that is providing the service; precinct that the patient resides in; gender and age of patients; and any other statistical information that will be helpful in mental health planning for the County.

3.5 Liability

THE CLINIC AGREES TO INDEMNIFY AND HOLD HARMLESS WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM MEDICAL SERVICES RENDERED FOR PATIENTS OR FROM THE PERFORMANCE OF THIS CONTRACT BY LONESTAR, ITS AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES FOR ANY FAILURE OF OBSERVANCE OF ANY PROVISION OF THIS CONTRACT TO BE PERFORMED BY OR ON BEHALF OF LONESTAR. WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES SHALL NOT BE LIABLE FOR DAMAGES TO LONE STAR ARISING FROM ANY ACT OF ANY THIRD PARTY. LONE STAR FURTHER AGREES TO INDIMNIFY AND SAVE HARMLESS WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY NEGLIGENT ACT, OMMISSION OR NEGLIGENCE OF LONESTAR, OR THEIR CONTRACTORS, LICENSEES, AGENTS, SERVANTS, OR EMPLOYEES, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE TERM OF THIS CONTRACT.

4. General Responsibilities

4.1 Agreement Subject to State and Federal Law

This agreement is subject to the laws of the State of Texas and the federal laws of the United States. All parties agree to follow state and federal laws regarding patient care,

privacy, and other substantial rights. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract in which Williamson County is a party.

4.2 Funding Restriction

Funding of the Program is subject to approval by the Williamson County Commissioners Court.

4.3 Consolidation Clause

This Contact constitutes the entire agreement between the parties concerning the Program. This Contact may be amended by agreement of the parties in writing at any time.

4.4 Termination for Cause

Either party may terminate this Agreement if the other party fails to cure a material breach, which substantially impairs the value of this Contract as a whole to the non-breaching party within ten (10) days of the receipt of written notice being given by the non-breaching party. Notice shall be sufficient if written and hand-delivered or sent by registered mail, return receipt requested.

4.5 No Waiver of Immunity

Nothing in the Contract shall be construed to waive any immunities from suit or liability enjoyed by Williamson County, its past or present officers, employees, or agents or employees.

4.6 Severability

The Parties agree that in the event any provision of this Contact is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Contact. The remainder of the Contract shall be in full force and effect.

4.7 Assignment

Neither party may assign, in whole or in part, any interest it may have in this Contract without the prior written consent of the other party.

SIGNED AND AGREED TO BY:

Dan A. Gattis **Williamson County Judge**	**Date**
Pete Perialas **Lone Star Circle of Care/CEO**	**Date**

Dr Frey Psychological Contract
Commissioners Court - Regular Session

Date:	12/14/2010
Submitted By:	Robyn Murray, Juvenile Services
Submitted For:	Robyn Murray
Department:	Juvenile Services
Contract Oversight:	
Agenda Category:	Consent

Information

Agenda Item

Discuss and take sppropriate action on annual psychological testing and evaulation contract with Dr. Eric Frey

Background

Annual contract with Dr Frey to provide psychological testing, and evaluation of detention and academy residents prior to adjudication and/or out of county residential placement as mandated by statue/code.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Link: Dr Frey Psychological Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	12/07/2010 03:09 PM	APRV
2	Jim Gilger	Jim Gilger	12/07/2010 03:55 PM	APRV
3	Budget	Ashlie Koenig	12/08/2010 11:33 AM	APRV
4	County Judge Exec Asst.	Wendy Coco	12/09/2010 10:15 AM	APRV

Form Started By: Robyn Murray — Started On: 12/07/2010 01:20 PM

Final Approval Date: 12/09/2010

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

PSYCHOLOGICAL SERVICES AGREEMENT

This agreement is entered into by and between Williamson County at the request of and on behalf of Williamson County Juvenile Services (collectively referred to as "Juvenile Probation") and Dr. Eric Frey, PC, 1600 West 38th Street, Austin TX 78731 ("Service Provider"). Services will be offered at 1821 South East Inner Loop Road, Georgetown, Texas.

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to provide a set of psychological services to Williamson County Juvenile Services. These services will include standard written psychological evaluations, biweekly case consultation, in-service training opportunities for department staff, and consultation regarding mental health program development and evaluation.

ARTICLE II
TERM

2.01 The term of this Agreement is for twelve (12) months, commencing October 1, 2010, and ending September 30, 2011. Cessation of this agreement may be initiated by either party following 10 day written notice.

ARTICLE III
SERVICES

3.01 Service Provider will perform the following services:

Seventy (70) Psychological Evaluations that include a Standard Battery of tests plus occasional additional intelligence or personality assessments, conducted by Dr. Eric Frey and by psychological staff supervised by Dr. Frey.

Standard Battery means: (1) Intellectual Capacity (e.g., WASI, K-BIT, WISC-IV); (2) Academic Achievement (e.g., WRAT, WIAT); (3) Personality and Psychological Functioning (e.g., MACI, PAI-A, Sentence Completion, Structured Interview, and others as needed); and (4) Risk Assessment (i.e., self-harm and aggressive behavior).

Usually, the shorter version of each of these categories of testing may be administered such as the K-BIT and WRAT. Occasionally it is necessary to expand assessment to include additional intelligence or personality testing. This Contract will cover up to 12 testing referrals that require such expanded testing. Additional expanded testing sessions will be billed separately apart from this Contract.

Standard Battery does not include assessments for Fitness to Proceed, Lack of Responsibility for Conduct, and Adult Certification/Transfer. Such assessments will be billed separately, according to the compensation schedule in Section 5.01.

Twelve (12) hours emergency on-site on-call to assess mental health crisis at the request of the Executive Director or Assistant Director of Williamson County Juvenile Services.

Fifty (50) hours on-site case consultation and staffing of juvenile cases, to occur on a bi-weekly basis.

Two (2) in-service trainings (60 minute staff training sessions)

Availability to testify in juvenile court upon request by the juvenile court.

Screening and recommendations of potential psychologists for additional testing not covered under this contract.

Consultation regarding development of mental health services, programs, and resources.

Bi-monthly review of delivery of contract psychological services with Executive Director, Assistant Director, or designee of Juvenile Probation.

ARTICLE IV
EVALUATION CRITERIA

4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.

Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:

1. Timeliness of generating written reports
2. Accuracy of written reports
3. Availability for consultation

Dr. Frey and Juvenile Services Administration will meet on a regular basis, but no less than bi-monthly to evaluate performance and outcomes related to this contract.

ARTICLE V
COMPENSATION

5.01 For and in consideration for the above-mentioned services, Juvenile Probation agrees to pay Service Provider:

70 Standard Psychological Evaluations.....$31,500.00 ($450 per evaluation)
50 hours bi-monthly on-site case consultation.....$3,300.00 (25 2-hour meetings)
All other services listed in 3.01.....No charge.
TOTAL COST: ..... $34,800.00 to be invoiced at $2900.00/ monthly

Any services provided in addition to the above-contracted services, such as additional Standard Battery tests, Adult Certification (Transfer) assessments, and Fitness to Proceed assessments, will be individually billed as follows:

Additional Standard Battery evaluations (after the first 70 annually)..... $450 each
Fitness to Proceed (competency) evaluations ..... $600 each
Lack of Responsibility for Conduct evaluations..... $600 each
Evaluation in consideration of Transfer to Adult Criminal Court..... $1200 each

5.02 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to the hours worked, attributed to specific clients if appropriate; date service was rendered; the hourly rate; the total daily cost; and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.

5.03 Service Provider agrees to make claims for payment or direct any payment disputes to the Juvenile Probation Fiscal Officer. Service Provider will not contact other Juvenile Probation employees regarding any claims for payment.

5.04 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

ARTICLE VI
EXAMINATION AND RETENTION OF RECORDS

6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically.

6.02 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising there from have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.

6.03 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

ARTICLE VII
CONFIDENTIALITY OF RECORDS

7.01 Service Provider shall maintain strict confidentiality of all information and records relating to juveniles involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VIII
DUTY TO REPORT

8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that is under the supervision of Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

A. Local law enforcement agency (such as the Williamson County Sheriff's Office); and

B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and

C. Williamson County Juvenile Probation Department to facsimile number (512) 943 -3209.

ARTICLE IX
DISCLOSURE OF INFORMATON

9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:

A. Any and all corrective action required by any of Service Provider's licensing authorities;

B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;

D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;

E. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and

F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the

purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE X
EQUAL OPPORTUNITY

10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XI
ASSIGNMENT & SUBCONTRACT

11.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

ARTICLE XII
OFFICIALS NOT TO BENEFIT

12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIII
DEFAULT

13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:

A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or

B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms.

C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

13.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

ARTICLE XIV
TERMINATION

14.01 This Agreement may be terminated:

A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
B. Upon expenditure of available funds.

14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XV
WAIVER OF SUBROGATION

15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVI
INDEMNIFICATION

16.01 It is further agreed that Service Provider will indemnify and hold harmless Williamson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Williamson County and Juvenile Probation for any act(s) of commission or omission of Williamson County's or Juvenile Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

ARTICLE XVII
SOVEREIGN IMMUNITY

17.01 This Agreement is expressly made subject to Williamson County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Williamson County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XVIII
REPRESENTATIONS & WARRANTIES

18.01 Service Provider hereby represents and warrants the following:

A. That it has all necessary right, title, license and authority to enter into this Agreement;

B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;

C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and

D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XIX
TEXAS LAW TO APPLY

19.01 This Agreement 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.

ARTICLE XX
VENUE

20.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

ARTICLE XXI
ADDITIONAL TERMS

21.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.

21.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

21.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

ARTICLE XXII
LEGAL CONSTRUCTION

22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision

shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XXIII
PRIOR AGREEMENTS SUPERSEDED

23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXIV
AMENDMENTS

24.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

WILLIAMSON COUNTY, TEXAS
COMMISSIONERS COURT

BY: _____
Judge Dan Gattis, County Judge
Williamson County, Texas

DR. ERIC FREY, PC

BY: Eric Frey, Ph.D.
Eric Frey, Ph.D., Psychologist

Rockdale RTC Amendment
Commissioners Court - Regular Session

Date:	12/14/2010
Submitted By:	Robyn Murray, Juvenile Services
Submitted For:	Robyn Murray
Department:	Juvenile Services
Contract Oversight:	
Agenda Category:	Consent

Information

Agenda Item

Discuss and take appropriate action on Rockdale Residential Treatment Center Contract Amendment

Background

The level of care allowable rates for FY 2011 were increased under DH&HS from $96.17 to $98.00 for moderate care and from $138.25 to $140.00 for specialized care of youth court ordered into an out of county secure post adjudication facility.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Link: Rockdale RTC Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	12/07/2010 03:09 PM	APRV
2	Jim Gilger	Jim Gilger	12/07/2010 03:55 PM	APRV
3	Budget	Ashlie Koenig	12/08/2010 11:33 AM	APRV
4	County Judge Exec Asst.	Wendy Coco	12/09/2010 10:15 AM	APRV

Form Started By: Robyn Murray — Started On: 12/07/2010 01:36 PM

Final Approval Date: 12/09/2010

Contract Amendment

ARTICLE V
COMPENSATION

5.01 For an in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of **$98** per day for each child, admitted under "Moderate" Level of Care, **$140** per day for each child admitted under "Specialized" Level of Care. The Levels of Care are defined by the Texas Juvenile Probation Commission. The daily rate shall be paid to the Service Provider for each day a child is in residential treatment pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider. The Sex-Offender Treatment Program is recognized as a Specialized Treatment Program and is reimbursable as such. The cost is based on the facility. **Payment is due within 30 days of receipt of billing.** Level of care for a child must be approved by both Parties prior to commencement of services. Any change in level of care must be approved in writing by both parties.

The above listed rates for Level of Care will be effective for 10months, commencing November 1, 2010 and ending August 31, 2011.

Tia Coleman-Garrett
Facility Administrator
Rockdale Regional Juvenile Justice Center

10-26-2010
Date

Chief Juvenile Probation Officer

Date

TEXAS JUVENILE PROBATION COMMISSION (TJPC)
TIER LEVEL OF CARE RATES
FY 2011 for all TJPC State Grants

(Effective September 1, 2010)

LEVEL OF CARE	NOT TO EXCEED DAILY RATES
BASIC	**$98.00**

Basic Level of Care consists of a structured, supportive residential setting that is designed to maintain or improve the child's functioning. It includes routine guidance and supervision to ensure the child's safety, involvement in age-appropriate structured activities, rehabilitative services and guidance from professionals or paraprofessionals to help the child attain or maintain functioning appropriate to the child's age and development.

Basic Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code, is registered with TJPC and certified by the local juvenile board to qualify.

****Amount paid is for the actual direct cost that must not exceed this rate when placing a juvenile in:**
1.) Pre-Adjudication Secure Detention Facility
2.) Short-Term Secure Detention Facility
3.) Post-Adjudication Secure Correctional Facility (Basic Level or unapproved higher Level)
4.) Non-Secure Correctional Facility registered with TJPC.

SPECIALIZED	$140.00

Specialized Level of Care consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a moderate level of therapeutic services to maintain or improve the child's functioning. These services reflect a full range of social, psychosocial, and rehabilitative interventions and may include, but are not limited to, substance abuse services, sex offender treatment, special populations, mental health services, and services for pregnant females. Formal review of a child's continued needs shall be conducted at least every 90 days.

Specialized Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code, is approved by TJPC and certified by the local juvenile board to qualify.

****Amount paid is for the actual direct cost that must not exceed this rate when placing a juvenile in:**
1.) Post-Adjudication Secure Correctional Facility in a specialized program that is approved by TJPC.
2.) Non-Secure Correctional Facility in a specialized program that is approved by TJPC.
The facility shall apply to TJPC and is responsible to inform a department of which programs have been approved by TJPC.

INTENSIVE	$224.00

Intensive Level of Care [illegible]

Intensive Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code, is approved by TJPC and certified by the local juvenile board to qualify.

****Amount paid is for the actual direct cost that must not exceed this rate when placing a juvenile in:**
1.) Post-Adjudication Secure Correctional Facility in an intensive program that is approved by TJPC.
2.) Non-Secure Correctional Facility in a specialized program that is approved by TJPC.
The facility shall apply to TJPC and is responsible to inform a department of which programs have been approved by TJPC.

***Note that TJPC endorsees the maximum allowable rates for Residential Child-Care Facilities and Out- of-State Residential Placement Facilities of the Texas Health and Human Services Commission's Levels of Care Rates located on the TJPC website, form # TJPC-FED-27-04.**

4M YOUTH SERVICES, INC.

Granbury Regional
1300 Crossland Rd.
Granbury, TX 76048
(817) 579-0852
(817) 579-0853 fax
Ted Cooley, Facility Administrator
Angela Lowe, Asst. Facility Adm.

Rockdale Regional
696 N. FM 487
Rockdale, TX 76567
(512) 446-3930
(512) 446-3694 fax
Tia Garrett, Facility Administrator
Tammy Green, Asst. Facility Adm.

October 26, 2010

Dear Juvenile Probation Department:

Enclosed you will find a Contract Amendment for the current Residential Services contract effective September 1, 2010–August 31, 2011. This contract Amendment is replacing Article V Compensation, section 5.01. Also included is the recently updated reimbursement rates provided by the Texas Juvenile Probation Commission. The daily rates for youth placed in the Rockdale Regional Juvenile Justice Center will increase based on the new reimbursement rates. Daily rates for services will be $98/day for Moderate and $140/day for Specialized.

Please return the Contract Amendment as soon as possible using the enclosed self addressed envelope. The new rate will be effective November 1, 2010.

We appreciate your cooperation with this matter.

Sincerely,

Tia Coleman-Garrett
Facility Administrator

RECEIVED
11/1/10

Victoria County RTC Amendment
Commissioners Court - Regular Session

Date:	12/14/2010
Submitted By:	Robyn Murray, Juvenile Services
Submitted For:	Robyn Murray
Department:	Juvenile Services
Contract Oversight:	
Agenda Category:	Consent

Information

Agenda Item

Discuss and take appropriate action to approve Victoria County Residential Treatment Center Amendment

Background

The level of care allowable rates for FY 2011 were increased under DH&HS from $96.17 to $98.00 for moderate care and from $138.25 to $140.00 for specialized care of youth court ordered into an out of county secure post adjudication facility.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Link: Victoria County RTC Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	12/07/2010 03:09 PM	APRV
2	Jim Gilger	Jim Gilger	12/07/2010 03:55 PM	APRV
3	Budget	Ashlie Koenig	12/08/2010 11:33 AM	APRV
4	County Judge Exec Asst.	Wendy Coco	12/09/2010 10:15 AM	APRV

Form Started By: Robyn Murray — Started On: 12/07/2010 01:49 PM

Final Approval Date: 12/09/2010

Contract Amendment

ARTICLE V
COMPENSATION

5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of **$98.00** per day for each child, admitted under **"Basic"** Level of Care, **$140.00** per day for each child admitted under **"Specialized"** Level of Care. The Levels of Care are defined by the Texas Juvenile Probation Commission. The daily rate shall be paid to the Service Provider for each day a child is in residential treatment pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider. The **Female Offender and Pregnant Offender** Programs are recognized as a Specialized Treatment program and payment for the same shall be at the Specialized Level Care rate set forth above. **Payment is due within 30 days of receipt of billing.** Level of care for a child must be approved by both Parties prior to commencement of services. Any change in level of care must be approved in writing by both parties.

The above listed rates for Level of Care will be effective for 9 months, commencing December 1, 2010 and ending August 31, 2011.

Donald R. Pozzi, Victoria County Judge

County Official

Pama Hencerling, Chief JPO
Victoria Regional Juvenile Justice Center

Chief Juvenile Probation Officer

TEXAS JUVENILE PROBATION COMMISSION (TJPC)
TIER LEVEL OF CARE RATES
FY 2011 for all TJPC State Grants

(Effective September 1, 2010)

LEVEL OF CARE	NOT TO EXCEED DAILY RATES
BASIC	**$98.00**

Basic Level of Care consists of a structured, supportive residential setting that is designed to maintain or improve the child's functioning. It includes routine guidance and supervision to ensure the child's safety, involvement in age-appropriate structured activities, rehabilitative services and guidance from professionals or paraprofessionals to help the child attain or maintain functioning appropriate to the child's age and development.

Basic Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code, is registered with TJPC and certified by the local juvenile board to qualify.

****Amount paid is for the actual direct cost that must not exceed this rate when placing a juvenile in:**
1.) Pre-Adjudication Secure Detention Facility
2.) Short-Term Secure Detention Facility
3.) Post-Adjudication Secure Correctional Facility (Basic Level or unapproved higher Level)
4.) Non-Secure Correctional Facility registered with TJPC.

SPECIALIZED	$140.00

Specialized Level of Care consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a moderate level of therapeutic services to maintain or improve the child's functioning. These services reflect a full range of social, psychosocial, and rehabilitative interventions and may include, but are not limited to, substance abuse services, sex offender treatment, special populations, mental health services, and services for pregnant females. Formal review of a child's continued needs shall be conducted at least every 90 days.

Specialized Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code, is approved by TJPC and certified by the local juvenile board to qualify.

****Amount paid is for the actual direct cost that must not exceed this rate when placing a juvenile in:**
1.) Post-Adjudication Secure Correctional Facility in a specialized program that is approved by TJPC.
2.) Non-Secure Correctional Facility in a specialized program that is approved by TJPC.
The facility shall apply to TJPC and is responsible to inform a department of which programs have been approved by TJPC.

INTENSIVE	$225.00

Intensive Level of Care consists of a highly specialized and structured therapeutic setting that serves a clearly identified juvenile population of youth (e.g., identified range of clinical/behavioral health/mental health diagnoses, including complete DSM-IV multi-axial diagnoses). The clinical program structure and service mix will be used to effectively manage and treat this population in a developmentally appropriate fashion. Appropriately licensed medical and mental health professionals manage and administer this intensive service model. Formal review of a child's continued needs shall be conducted at least every 90 days.

Intensive Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code, is approved by TJPC and certified by the local juvenile board to qualify.

****Amount paid is for the actual direct cost that must not exceed this rate when placing a juvenile in:**
1.) Post-Adjudication Secure Correctional Facility in an intensive program that is approved by TJPC.
2.) Non-Secure Correctional Facility in a specialized program that is approved by TJPC.
The facility shall apply to TJPC and is responsible to inform a department of which programs have been approved by TJPC.

***Note that TJPC endorsees the maximum allowable rates for Residential Child-Care Facilities and Out- of-State Residential Placement Facilities of the Texas Health and Human Services Commission's Levels of Care Rates located on the TJPC website, form # TJPC-FED-27-04.**

Victoria Regional Juvenile Justice/Detention Facility
97 Foster Field Dr.
Victoria, Texas 77904
(361) 575-0399 Fax (361) 576-0134

Pama Hencerling, Chief

November 1, 2010

Dear Juvenile Probation Department:

Enclosed you will find a Contract Amendment for the current Residential Services contract effective September 1, 2010- August 31, 2011. This contract is replacing Article V Compensation, section 5.01. Also included is the recently updated reimbursement rates provided by the Texas Juvenile Probation Commission. The daily rates for juveniles placed in the Victoria Regional Juvenile Justice Center will increase based on the new approved state reimbursement rates. Daily rates for services will be $98.00 a day for Basic and $140.00 a day for Specialized.

Please return the Contract Amendment as soon as possible. The new rate will be effective December 1, 2010.

If you have any questions please feel free to contact me.

Sincerely,

Pama Hencerling, Chief
Juvenile Probation Officer
Victoria County

RECEIVED
11/5/10

GED Testing Contract
Commissioners Court - Regular Session

Date:	12/14/2010
Submitted By:	Robyn Murray, Juvenile Services
Submitted For:	Robyn Murray
Department:	Juvenile Services
Contract Oversight:	
Agenda Category:	Consent

Information

Agenda Item

Discuss and take appropriate action on GED Testing Contract

Background

Annual GED Testing Contract with Austin Community College for Academy residents and JJAEP students in completing their high school equivalency exams.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Link: GED Testing Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	12/07/2010 03:09 PM	APRV
2	Jim Gilger	Jim Gilger	12/07/2010 03:55 PM	APRV
3	Budget	Ashlie Koenig	12/08/2010 11:33 AM	APRV
4	County Judge Exec Asst.	Wendy Coco	12/09/2010 10:15 AM	APRV

Form Started By: Robyn Murray — Started On: 12/07/2010 01:52 PM

Final Approval Date: 12/09/2010

AUSTIN COMMUNITY COLLEGE DISTRICT

GED Testing Contract

Performing Party:	Austin Community College District GED Testing Center
Receiving Party:	Williamson County Juvenile Services, Juvenile Justice Center
Date:	November 1, 2010
Prepared by:	Michiel D. Davis, GED Chief Examiner
Contract Period:	January 1, 2011 to December 31, 2011

GED Testing Contract

1 General

THIS CONTRACT is entered into as of **1st** day of **January 2011** and between **Austin Community College District, GED Testing Center, 5930 Middle Fiskville Road Room 106, Austin, Texas 78752-4341** (Testing Provider) and **Williamson County Juvenile Services, Juvenile Justice Center, 1821 South East Inner Loop, Suite 2, Georgetown, Texas 78626-6357** (Receiving Party).

2 Terms of Contract

Listed below are the terms of this contract entered into by **Austin Community College District, GED Testing Center** and **Williamson County Juvenile Services, Juvenile Justice Center, 1821 South East Inner Loop, Suite 2, Georgetown, Texas 78626-6357**.

This contract is binding for the period of **January 1, 2011 to December 31, 2011.**

2.1 This document shall be considered as a proposal for services until signed by both parties.

2.2 The receiving party agrees to pay for services received upon receipt of a proper invoice or voucher. Payment shall be due within thirty (30) days and must include copies of invoices or a list of all invoice numbers to be reconciled.

2.3 Austin Community College District will provide GED testing services at the minimum of one day each week unless GED testing services are not needed. A back up examiner will be available at all times in case the examiner becomes ill or incapacitated. If the GED Examiner were to become incapacitated the candidates must be secured in place until such time as the on call GED Examiner could arrive. The GED Center must be contacted as soon as possible at 512-223-7769 or 512-223-7722 if a replacement examiner is needed. If this is not possible, the candidates will place the answer document and scratch paper inside the front cover of the test booklet. Then show the Proctor their booklet number and place the booklet in the secure bag used to transport the exams. When the Proctor informs the staff that all Test Booklets are accounted for, the candidates can be released. The replacement examiner will be furnished at no cost to the facility.

2.4 Facility staff will support the contract by ensuring candidates follow attendance directives. All unit staff will assist in maintaining the security of test materials. They will cooperate in any test irregularity investigation to include confinement on site, thorough search of an individual's person and other forms of searches necessary.

2.5 The facility staff is responsible for conducting registration sessions for all new GED candidates. Each candidate must complete an Online U.S. Demographics Form one week before testing. The candidate must also complete the ACC GED Records Card which must be given to the GED Examiner along with a copy of the candidates Government issued photo identification document or TEA approved identification document one week prior to the test date. Social Security numbers must be provided from the candidate's Social Security card or official record. If a candidate has tested before, a copy of their official GED record must be furnished as well. The GED Examiner will train the Facility Education Center staff on all procedures related to completing the GEDTS Online Demographics Form and ACC GED Record Card. The facility will ensure that the candidates follow the instructions closely, so their information is properly recorded.

2.6 One week prior to the scheduled test date, a list of candidate names, social security numbers and date of birth must be e-mailed or faxed to the GED Center. The list must also include if the candidate is new or a transfer and if the candidate is retesting. Transferred candidates cannot

test without an official score report being on file at the GED Testing Center. This report is required for candidates that tested at a GED Test Site other than ACC on or after January 1, 2002. The GED Center can assist in obtaining these records if a request is made prior to testing or registering the candidate.

2.7 When Writing Skills or Mathematics exams are administered, no other GED exam can be given concurrently during the same testing session. Only Social Studies, Science or Reading GED exams can be administered during the same testing session and only two of the three exams can administered on the same test day as long as they are concurrent.

2.8 The testing room will maintain a ratio of one examiner and one proctor[1] for a maximum of fifteen (15) candidates.

2.9 The testing room must be available to the GED Examiner at least thirty minutes prior to test time for setup and inspection of the appropriateness for testing. It must be a quiet, comfortable, well lighted room. It must have a clock facing the examinees and a chalk or white board. There must be adequate space between examinees and a desk and chair for the GED Examiner and Proctor facing the candidates.

2.10 The GED Tests will be administered in accordance with the "Official GED Examiners Manual" and the "Plan of Transporting and Testing at Remote Sites".

3 Security

3.1 The GED Examiner is directed to remove disruptive candidates from the test to ensure the safety and order of testing session. Facility staff must be available during testing to handle disturbances and a method to communicate with facility staff must be available during the test session.

3.2 Facility staff must be able to pat search each candidate leaving the testing room if it becomes necessary. Facility staff must have a method to collect material that has been damaged by biohazard material (i.e. bodily fluids). The test material must be given to the examiner once it is collected and placed in the correct container.

3.3 Any candidate who violates security procedures or whose behavior affects the integrity of the test session may be subject to one or more of the following:

3.3.1 Removal from session without completing the five (5) subtests.

3.3.2 Subtests or entire battery invalidated.

3.3.3 An imposed waiting period before retesting.

3.4 Austin Community College District agrees to any and all security policies set forth by the facility with one exception required by the Texas Education Agency (TEA): All material that Austin Community College District brings into the facility can be searched for contraband, but testing materials will not be removed from the GED Examiner's possession at any time. Also, at no time can any official GED material be read by the person conducting the search.

3.5 Confidentiality of candidate records must be maintained at all times. Unless the candidate marks "yes" on the GED US Demographic Form, his or her score or personal information cannot be released to the facility. The person from the facility who is requesting the information must provide the candidate's name, Social Security number and date of birth. The candidate record information cannot be provided to any other business or person without written permission from the candidate.

[1] In accordance with the Texas Instructions for Administering GED 2002 section 5.1 2006 Contract.

4 Testing Fees

4.1 Austin Community College District will be reimbursed for testing at the rate listed in sub- section 4.3 of the contract.

4.2 All fees are subject to change with thirty days (30) written notice before effective date of the change. The facility will be billed for all services provided, by the fifteenth of the following month of service.

4.3 Breakdown of fees to be charged are listed below:

a. If the fee is paid in full:

- $100.00 per candidate total GED Testing Fee valid for a period of one year.

b. If the fee is paid in increments:

1. $40.00 GEDTS/TEA fee for new candidates
2. $12.00 per test per candidate for the first year of testing
3. $20.00 per test per candidate who has not completed testing within one year
4. $20.00 retest fee for all GED Tests
5. $15.00 transfer fee[2]
6. $150.00 Damaged Test Booklet Fee
7. $90.00 GED Examiner charge per session plus $.550 per mile round trip
8. $60.00 Proctor Charge per session plus $.550 per mile round trip

4.4 Amendments to this contract by either party must be submitted in writing thirty days before the effective date of the changes or additions.

4.5 The GED Examiner and GED Proctor are contracted by Austin Community College District and all payment for services provided to these staff will be paid by the college. All Austin Community College District GED Testing staff undergoes a full background check as part of their hiring process.GED Examiners and GED Proctors will be approved and hired by the Testing Provider. No one other than appointed and approved Examiners or Proctors can administer GED examinations at the facility.

5 GED Testing Center Contact Information

Address: Austin Community College District
GED Testing Center
5930 Middle Fiskville Road, Room 106
Austin, Texas 78752-4341

Phone: 512-223-7726
Fax: 512-223-7734

[2] Assessed to any candidate who tested at any GED Testing Center other than Austin Community College District

6 Definition of Terms in this Contract

Listed below is the definition of terms so that both parties can fully understand the terms referred to in this contract.

Candidate	Individual who registers for a Test and engages in taking a Test.
GED Examiner	Staff member provided by Austin Community College District GED Testing Center to administer the GED Test.
GED Proctor	Staff member provided by Austin Community College District GED Testing Center to assist in the administration of the GED Test.
GEDTS	General Educational Development Testing Service, Washington, DC Publishes the Official GED Documents Candidate Record Cards, Test Answer sheets, Demographic Sheets, and any Test booklets.
Official GED Record	Document with GED scores from the Texas Education Agency.
Test Room	Room used for GED Testing only during the period set aside for said Testing.
TEA	Texas Education Agency is the governing body for GED Testing in the State of Texas.
Transfer Candidate	Candidate who has not tested at Austin Community College District GED Testing Center at any time or has not tested since January 1, 2002.

7 Texas Law to Apply

This contract shall be construed under and in accordance with the laws of the State of Texas.

8 Prior Contract Superseded

This contract constitutes the sole and only contract of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter of this contract.

Subcontractor's Business Name: **Austin Community College District, GED Testing Center**

9 Certification of Basic Contract

Austin Community College District GED Testing Center and **Literacy Council of Williamson County** have each duly executed this contract as of the date indicated in the first paragraph of this contract.

RECEIVING PARTY	**PERFORMING PARTY**
Williamson County Juvenile Services Juvenile Justice Center 1821 South East Inner Loop, Suite 2 Georgetown, Texas 78626-6357	Austin Community College District GED Testing Center, Room 106 5930 Middle Fiskville Road Austin, Texas 78752
By: Authorized Signature	By: Authorized Signature
Executive Director Title	Michiel D. Davis Director of CE Testing Services Title
11/16/10 Date Signed	October 12, 2010 Date Signed
By: Authorized Signature	By: Authorized Signature
Title	Dr. Hector Aguilar, PhD Executive Dean Continuing Education Title
Date Signed	October 19, 2010 Date Signed

Discuss and consider pilot phase of county-wide document management system

Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Tammy McCulley, Information Technology
Department: Information Technology
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider pilot phase of county-wide document management system

Background

In the county strategic plan, the court emphasized desire to move to the county-wide document management system. It is budgeted for in the Records Managment Preservation Fund to begin with the pilot phase.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: DMS agreement

Form Routing/Status

Form Started By: Tammy McCulley
Started On: 12/09/2010 09:25 AM
Final Approval Date: 12/09/2010

Municipal Code Corporation

CORPORATE OFFICE
Sales Department
PO Box 2235 • Tallahassee, Florida 32316
(800) 342-2633 • FAX (850) 701-0715

RUSSELL HADDOCK
Senior Account Executive (TX, LA, OK, MO, CO, NM, and KS)
7940 Park Ridge Drive Fort Worth, TX 76137
(817) 788-1102 • rhaddock@mccinnovations.com

November 18, 2010

Mike Hall
IT
County Courthouse
Georgetown, Texas 78628

Dear Mr. Hall:

I enjoyed speaking with you recently regarding the Laserfiche software. Pursuant to our discussion we are pleased to enclose our Professional Services Proposal. While reviewing the proposal please keep in mind the following advantages of being a customer of MCCi:

- **MCCi is the #1 ranked Laserfiche VAR** – For the past two years, MCCi was ranked as the #1 Laserfiche VAR in the United States.
- **MCCi focuses on local governments**- MCCi was created by Municipal Code Corporation to focus on innovative technologies for Local Government. MCCi provides Laserfiche software and services to more than 400 cities and counties.
- **MCCi offers superior project management services**- MCCi utilizes a multi-layered support team geared towards offering each client multiple contacts to enhance the usage of every product implemented. In addition, all MCCi technicians have advanced professional certifications and are committed to ethical, effective and friendly support.
- **MCCi offers superior support**- MCCi offers support through our help desk, email, and toll free number, and we also have a phenomenal online support center that gives end users access to training manuals, "how to" checklists, training videos, a knowledge base, and software updates.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me on our toll-free number. We appreciate your interest and hope that we will have the pleasure of working with you and serving Williamson County, Texas.

Sincerely,

Russell Haddock
Senior Account Executive

Executive Summary

Laserfiche has been a resource for over 21,000 organizations since 1987. Laserfiche creates elegant document management solutions that help organizations run smarter. Dedication to customer-driven innovations has built a suite of products and services that address organization-wide business problems from executive, records management, and information technology and end-user perspectives.

Laserfiche is a unified solution that manages all your organization's documents and records, regardless of location or media. Laserfiche strikes a balance between security and accessibility, protecting information while providing efficient access to keep staff working at maximum productivity. Please keep in mind the following competitive advantages of Laserfiche:

- Digital Archiving- Digital archiving is the storage of paper and electronic documents in accessible electronic media with long-term preservation capability. It is cost effective because it saves physical storage space and it cuts media maintenance costs. Original documents can be stored off-site or destroyed as necessary. This simplifies the disaster recovery process by allowing you to backup documents on digital media and stores them off-site.
- Comprehensive Security- Laserfiche Comprehensive Security allows you to control the security of your documents on many levels. You determine what functions, such as scanning and printing, each staff member may use. Security features are easy to administer, records managers can administer most security functions without IT staff assistance.
- User Friendly- Laserfiche is very easy to learn and use. It has a folder tree structure similar to Windows Explorer to make it easy to use. Your office can begin to scan and retrieve documents almost immediately after installation.
- Intelligent Search- Laserfiche lets you search your documents based upon full-text search, index search, and document and folder name searches. The Laserfiche full-text search unlocks the contents of your documents; if you need to find a word or phrase within a document, the full-text search retrieves it immediately. There is not any other imaging software that allows you this many searching possibilities.
- Web Access- Laserfiche allows you to publish your documents on the web with our WebLink software. You decide which documents you wanted published and WebLink publishes them on the web without having to use HTML programming. Users can then search the site to find the information they need using the Intelligent Search feature.
- Integration- Laserfiche is able to integrate with current software and hardware on existing systems.
- Service- Laserfiche understands the importance of a thorough support service. From technical help to the latest document imaging news, Laserfiche is dedicated to forming a lasting, complete service relationship. Should you need technical assistance; a qualified professional will be available to help you.

*Please check all boxes below for options desired.

	DOCUMENT MANAGEMENT SOFTWARE AND USERS	Qty	Cost	DIR-SDD-980	Total
☑	Avante Server Records Management Edition for MS SQL *DoD 5015.2 Certified*	1	$11,000.00	$10,446.70	$10,446.70
☑	LF Full Named User *Includes Snapshot, Email, and Workflow*	25	$500.00	$474.85	$11,871.25
☑	Web Access, 20% Add On to All Named Users	25	$100.00	$94.97	$2,374.25
☑	LF Advanced Audit Trail, 20% Add On to All Named Users	25	$100.00	$94.97	$2,374.25
☑	LF Workflow		Included	Included	Included
	Document Management Software and Licenses Total				***$27,066.45***
	BATCH PROCESSING MODULES				
	Quickfields is licenses per machine				
☑	Quickfields	1	$595.00	$565.07	$565.07
☑	Zone OCR and Validation Package *Includes Zone OCR and Pattern Matching*	1	$2,795.00	$2,654.41	$2,654.41
☑	Real Time Look Up and Validation Package *Includes Real Time Look Up and Pattern Matching*	1	$595.00	$565.07	$565.07
☑	QF Import Agent	1	$1,495.00	$1,419.80	$1,419.80
	Batch Process Modules Total				***$5,204.36***
	ANNUAL SOFTWARE SUPPORT - BASIC LSAP				
☑	Avante Server Records Management Edition for MS SQL *DoD 5015.2 Certified*	1	$2,200.00	$2,089.34	$2,089.34
☑	LF Full Named User *Includes Snapshot, Email, and Workflow*	25	$100.00	$94.97	$2,374.25
☑	Web Access, 20% Add On to All Named Users	25	$20.00	$18.99	$474.85
☑	LF Advanced Audit Trail, 20% Add On to All Named Users	25	$20.00	$18.99	$474.85
☑	LF Workflow	0	Included	Included	Included
☑	Quickfields	1	$120.00	$113.96	$113.96
☑	Zone OCR and Validation Package *Includes Zone OCR and Pattern Matching*	1	$560.00	$531.83	$531.83
☑	Real Time Look Up and Validation Package *Includes Real Time Look Up and Pattern Matching*	1	$120.00	$113.96	$113.96
☑	QF Import Agent	1	$390.00	$370.38	$370.38
☑	First Year Managed Services	1	$1,485.00	$1,410.30	$1,410.30
	Annual Support Total				***$7,953.74***

For budgetary purposes, the Client should include $8680.6 in annual budget for renewal of LSAP and Managed Services of the above quoted software.

MCCi PROFESSIONAL SERVICES

☑	GAP Analysis, per day	2	$2,500.00	$2,406.25	$4,812.50
☑	Records Management Training	1	$2,100.00	$2,021.25	$2,021.25
☑	Basic Onsite Installation & Training of software, per day *Workflow training and installation excluded. Travel expenses included.*	3	$2,100.00	$2,021.25	$6,063.75
☑	MCCi Project Management Services		N/A	N/A	$8,350.00

Total Project Cost ***$61,472.04***

PAYMENT & BILLING TERMS

MCCi will invoice fifty percent (50%) of the total contract amount upon receipt of the signed contract. Balance of total project will be invoiced and billed upon completion of installation. Balance of Gap Analysis will be invoiced and billed upon delivery of the Gap Report. Sales Tax will be included where applicable. Payment will be due upon receipt of an invoice.

Optional Products and Professional Services

**Please check all boxes below for options desired.*

ANNUAL SOFTWARE SUPPORT - BASIC LSAP	**Qty**	**Cost**	**DIR-SDD-980**	**Total**
☐ First Year Managed Services for Workflow	1	$4,500.00	$4,273.65	$4,273.65
Annual Support Total				***$4,273.65***

For budgetary purposes, the Client should include $4433.91 in annual budget for renewal of LSAP and Managed Services of the above quoted software.

MCCi PROFESSIONAL SERVICES				
☐ Workflow Configuration Training	1	$9,800.00	$9,432.50	$9,432.50

Total Project Cost ***$13,706.15***

Payment & Billing Terms

MCCi will invoice fifty percent (50%) of the total contract amount upon receipt of the signed contract. Balance of total project will be invoiced and billed upon completion of installation. Sales Tax will be included where applicable. Payment will be due upon receipt of an invoice.

To determine which services and products are included with your project, please refer to the Statement of Work above.

MCCi prides itself in providing high quality professional services and support. Providing the most advanced level of tech support via the web, e-mail and phone, you can rest assured that MCCi will provide you with profession installation, training and support services. Our clients can rely on us to provide a continual flow of information through our technical bulletins and newsletters.

MCCi Project Management Services

MCCi Project Management services include CDIA-certified MCCi professionals. The CDIA (Certified Document Imaging Architect) is awarded after a comprehensive and rigorous exam focused on a broad spectrum of document and records management objectives. MCCi administers these services and concentrates on defining business requirements and the deliverables that follow.

Initial Implementation - The assigned MCCi Project Manager will perform a remote pre-installation solution development plan including configuration of security rules for the Client prior to installation and training. This consultation will include a review of current document organization and retrieval practices to determine desired indexing methods, as well as other basic system set up needs. Once this information has been gathered and provided to the MCCi project manager, the basic folder structure, document naming scheme, scheme, and template set-up will be configured prior to onsite training. Project Management Services may also be included for special projects, and remote training, as well as specific departmental needs.

Future Implementations (additional software) – MCCi Project Management services may be included to provide remote training and/or installation, template creation, specific consultation needs such as security set up, or others needs related to adding additional software and/or departments for the defined project.

These services are included to ensure the Client is prepared for the final project implementation.

Gap Analysis

The MCCi Gap Analysis includes input by CDIA-certified MCCi professionals. The MCCi Gap Analysis is the study of the differences between two different information systems or applications, often for the purpose of determining how to get from one state to a new state. A gap is sometimes spoken of as "the space between where we are and where we want to be," and the Gap Analysis is undertaken as a means of bridging that space. MCCi offers Gap Analysis to new and existing MCCi customers, both with similar deliverables.

New customers may be totally new to Records Management/Document Management, or could be transitioning from one system to another. Either way, Gap Analysis not only serves the consulting needs of a project, but can also mitigate many risks that are inherent and in a new project. Risks such as scope creep, unforeseen needs (people, conversions, integrations, equipment), and unknown stakeholders, can be identified and cleared up in the very beginning of the project.

Existing customers may consider Gap Analysis when looking to expand their system into other departments or enterprise-wide. It is also a great opportunity to investigate and report on how the system is being used versus how it was intended to be used – the result being a plan of action.

Deliverables –The Gap Analysis process involves determining, documenting and approving the variance between business requirements and current capabilities. MCCi takes it a step further by providing recommendations and an action plan. The final deliverable is a report which will detail the following:

- A summary of the current document flow path, with recommended changes/requirements
- Equipment, software, and staffing recommendations
- Storage needs for each department
- Recommendations on the timing of phasing in departments (based on needs/complexity)
- Implementation plan

The amount of time/cost of a Gap Analysis is dependent upon the system size and number of departments to be involved.

AFFINITY INTEGRATION CONFIGURATION & TRAINING

Includes:

- Configuration of integration for up to one department within one application
- "Train the trainer" to empower the client to configure other integrations
- All services are conducted remotely, unless an MCCi representative is onsite for other implementation needs and onsite time permits

Client Deliverables

- Application to be integrated with must meet Affinity requirements
  - http://www.umdata.com/DataNOWAffinity/requirements.html
- Testing – A test copy of Affinity is available prior to purchase. *Client is responsible for testing to make sure needs are met prior to purchase*
- Assistance in defining the Measurement of Success (MOS)
- IT resources - Appointment of Affinity Administrator
- Laserfiche metadata requirements

MCCi Deliverables

- Install and integrate DataNow Affinity within current Laserfiche system environment pursuant to the Affinity requirements
- Assistance in configuring integration for up to one department within one application
  - At a minimum, if certain data fields cannot be mapped, MCCi will set up Affinity as an image enablement toolbar
- MCCi project manager to assist with defining the MOS
- Affinity integration configuration based on defined MOS
- Define Laserfiche metadata structure to support the specified integration
- Define Laserfiche security to support the integration
- Project Management services up until MOS is met
- Managed Services for up to 30 days past MOS
- Affinity Administrator Training

Measurement of Success (MOS): Based on MCCi's experience, a pre-requisite for providing and/or receiving consulting services is to jointly define an attainable MOS. The MOS is intended to address the desired outcome of the Affinity integration configuration and will be based primarily on the type and capabilities of the application to be integrated with, along with how related data should be organized in the Laserfiche system.

MCCi LASERFICHE ARCHIVE SERVICES BY MUNISCAN

Laserfiche Archive Services are implemented by MCCi's MuniScan department. The service is designed to populate a client's new Laserfiche system with a subset of back-file records, which heightens the system training experience by having a great example to follow. To experience the complete benefit, it is recommended that Laserfiche Archive Services be completed prior to the initial system implementation. While one of MCCi's IT Project Managers consults with the client on the setup and configuration of Laserfiche, a MuniScan Project Manager will assist in determining the scope of the Laserfiche Archive Services based on budget, file types, quantities, indexing requirements, and the file structure desired. Laserfiche Archive Services helps to ensure a successful Laserfiche implementation and a high adoption rate from the very beginning of the Laserfiche project.

MCCi will scan documents using an interface that provides a wide variety of image output formats to allow for easy integration into your current records management system. These image formats include TIFF, JPEG, PDF, Laserfiche, etc. MCCi utilizes slip-sheets to determine document breaks and indexing information. The slip-sheet is created by MCCi to accommodate your organization's indexing needs. Once MCCi has received documents for scanning, the following process will occur according to the terms laid out in MCCi's pricing proposal and may vary according to services selected:

- Pre-Scanning Consultation - A Pre-Scanning Consultation will be scheduled via a telephone conference after receipt of signed contract. This consultation is designed to go over the following: the signed contract and terms, folder structure, current searching methods, document naming scheme, slip-sheet customization, document preparation requirements, and document shipment and/or pick up.
- Document Preparation - The process of document preparation begins with removing any materials that may prohibit the document from being fed through the scanner (i.e. Removal of documents from file folders, Removal of staples, paperclips, tape, clips, etc) and is described as Document Preparation. Upon completion of scanning, MCCi will organize the documents into their original order as received from the Client. Documents attached together by devices, such as staples and paper clips, will not be reattached. Documents filed in folders, will not be re-inserted into those folders if MCCi uses separator sheets (all files and folders will still be kept in order). The process of reattaching devices and/or re-inserting files into folders is described as Document Re-Preparation and offered in addition to Document Preparation only if requested by the Client.
- Document Organization & Indexing - Based on the scope of the project and outcome of your Pre-Scanning Consultation, MCCi will organize and index your documents. This will enable them to be searched and organized by three different methods. The first method includes organizing your documents in a tree-like folder structure, similar to Windows Explorer. This provides a visual method to store and locate your documents. The second method involves the use of electronic template cards. These templates contain unique information pertaining to that particular document. Once a template layout has been agreed upon, no changes can be made once the job has already been started. The third method includes running a process called optical character recognition (OCR), allowing for full-text indexing and searching capabilities. The OCR process converts printed words into alphanumeric characters dependent upon font and paper quality. This enables each occurrence of an OCR'd word to be searched and retrieved. Microfilm, Maps, and Handwritten documents will be searchable by keyword index only (via template card).
- Document Quality Control - MCCi performs a thorough quality control process after the job has been completed. Each scanned image is inspected for quality, legibility, and accuracy. Steps are taken to ensure each document has been captured, the quality of the scanned image is comparable to the

original, and all manual indexing errors have been corrected. MCCi cannot be accountable for records not reflected in original inventory report as provided by Client. MCCi will correct only those discrepancies reported within 90 days after delivery of hard copy materials.

- Document Transportation - The client is required to package all materials per MCCi's instruction prior to delivery of materials to MCCi facilities. If the client chooses to utilize MCCi's pickup and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one shipment. If additional trips are required due to the Client not having all the documents ready for pick up, additional charges will be applied. If the client chooses to ship via a certified carrier, the client incurs all shipping costs.

WORKFLOW CONFIGURATION TRAINING

MCCi will work with the Client to configure a single defined process based on an agreed upon Measurement of Success (MOS).

Client Deliverables

- Provide MCCi with a mapped out/narrative of specified business process
- Define each resource and activity of the business process
- Define the Measurement of Success in conjunction with MCCi
- Appointment of Workflow Configuration Administrator
- Metadata requirements
- Sample reports from this process
- IT resources
- Test Database

MCCi Deliverables

- Up to 2 days onsite with an MCCi Project Manager
- Install and integrate Laserfiche Workflow with current Laserfiche system
- MCCi project manager to collaboratively identify the MOS
- Workflow process based on defined MOS
- Define and set up metadata structure to support the specified workflow process
- Offer best practices in security to support the specified workflow process
- Project Management services up until MOS signoff
- Workflow Managed Services for up to 30 days past MOS signoff date
- Workflow Configuration Administrator Training
- Workflow definitions report – initial and editable draft

Measurement of Success (MOS): Based on MCCi's experience, a pre-requisite for providing and/or receiving consulting services is to jointly define an attainable MOS. The MOS is intended to address the desired outcome of the workflow configuration and will be based primarily on the defined resources/activities provided by the client. A typical initial workflow configuration falls within scope listed below. If these levels are exceeded the business process will be broken down to stay within the scope of services to be offered herein.

Process Symbols	Maximum of 10
Decision Gateways	Maximum of 10
Interaction with external data sources	None *Interaction with external data sources is not funded through this package*

Document instance per process action	1 *Bulk processing is not funded through this package*
Custom Scripts	None *Custom Scripts are not funded through this package. Workflow process must lend itself to configuration within the Laserfiche Routing, Laserfiche Activities and General Activities of the Workflow Designer Toolbox.*

MCCi's Laserfiche Workflow Configuration Training service is designed to be highly collaborative. The primary end goal is for the client to have a trained Workflow Configuration Administrator and an initial business process (or one portion of a complex process) configured based on the defined MOS. As a prerequisite, the client's Workflow Configuration Administrator should be a business process savvy individual with good technical skills. This is the person tasked with handling future workflow configurations, including any modifications needed to the configuration of the specified business process.

WORKFLOW MANAGED SERVICES

MCCi 's Workflow Managed Services package is a post-implementation service, and is designed to assist the client's Workflow Configuration Administrator with ongoing consulting and configuration needs. Workflow Managed Services may be used for the following:

- Additional Workflow Set Up Consultation – MCCi continues to consult and make recommendations on best practices for modifying existing / creating new workflow configurations.
- Additional Remote Training – MCCi offers additional training for the client's Workflow Configuration Administrator. This is ideal for refresher training, as well as for new personnel in the event of turnover.
- Ongoing Security Consultation – Laserfiche security plays a much larger role when business processes are being automated by Laserfiche Workflow. MCCi assists the client's Security and Workflow Configuration Administrators to offer security best practices to align with workflow configurations.
- Leveraging existing system(s) – MCCi will help identify more efficient ways of utilizing the Laserfiche product suite, as well as how to leverage other systems and the related data contained therein.
- Meta-data consultation – Various meta-data objects must be created/modified to match up with specific workflow needs. MCCi will consult and help identify meta-data needs.
- Expiration & Additional Services - MCCi's Managed Services is an annual package and will expire on the same date as your SAP plan. The service can also be adjusted for any additional hours needed.
- Remote Access Support – Managed Services are delivered remotely. Remote Access Support allows our helpdesk staff to access your machines remotely to resolve problems faster. The use of Remote Access Support saves you both time and money by reducing the delays in resolving software issues without costly on-site visits.

BUSINESS PROCESS ANALYSIS

MCCi will work with the Client to document a current business process. By interviewing process stakeholders and documenting facts and feedback, MCCi is able to deliver a comprehensive report. This

level of engagement is typically done as a needs analysis exercise prior to attempting to automate an existing business process.

Client Deliverables

- Assignment of a Project Manager who will be responsible for:
  - Acting as the main point of contact for MCCi.
  - Identifying and providing contact information for process stake holders
  - Coordinating and scheduling site visits so that stakeholders are aware and set aside the appropriate amount of time to focus on working with MCCi
  - Coordinating and scheduling conference calls/web meetings between process stakeholders and MCCi as part of the document review process
  - Facilitating access to any/all resources needed for a thorough analysis
- Full participation by all process stakeholders in the interview, review, and finalizations stages

MCCi Deliverables

- Introductory call: Share contact information, and review scope of project
- Stakeholder Interviews: Up to 2 days onsite with Business Analyst
  - Conduct workshops and interviews with customers
  - Document Business Processes on whiteboard during workshops and interviews
- Business Process Report Drafting & Review: Up to 30 hours
  - Draft a Business Process/requirements document
  - Review document with customers and make revisions where necessary.
- Business Process Report Delivery: Up to 1 day onsite with Business Analyst
  - Onsite review and presentation of finalized report
- Editable copy of Business Process Report for future use

RECORDS MANAGEMENT CONSULTING

When moving to an enterprise wide Electronic Records Management System, it is important for a Records Program and Records Policies to be in place beforehand. MCCi's Records Management Consulting service focuses on revision and/or creation of such programs and policies. If needed, the service should be completed prior to implementing MCCi's Laserfiche Records Management module. Pricing is dependent on the level of service needed and can be determined by setting up a meeting with MCCi and the appropriate Records Consultant. Services cover a broad spectrum to include designing records management plans, designing systems, identifying records eligible for destruction, assisting with legal compliance, providing training and nearly any other records and information related service requirement.

ELECTRONIC DATA MIGRATION

MCCi will migrate the Client's electronic data and provide the Client with the migrated data on CD/DVD/Removable hard drive in the desired format according to the specifications listed.

To determine which products are included with your project, please refer to the Statement of Work

LASERFICHE AVANTE

Laserfiche Avante solution is a named user model and starts out with a feature rich system that is based on the number of people who will be using the system. It is designed for small to mid size organizations and helps you capture, manage, distribute, and work with information in diverse working environments. Avante comes with Laserfiche Workflow and allows your organization to move beyond simple document routing to automate everyday tasks, optimize business processes, and share information with a wide variety of applications. Avante systems allow you to choose from SQL Express or full MS SQL platforms and incrementally expand the system with records management edition and other plug-ins such as auditing and batch processing.

LASERFICHE RIO

The Laserfiche RIO solution is geared towards Enterprise clients with 100 named users or more. RIO and each RIO license comes coupled with Workflow, Web Access, Snapshot, Email, and Advanced Audit Trail. This licensing structure makes it much easier on IT administration, especially when dealing with a large user base. In addition, RIO supports an unlimited number of application servers, as well as repositories, making it well suited for expansion and testing needs. RIO can either connect to MSSQL or Oracle for the backend database, and of course many of the same optional Laserfiche modules such as the Records Management and Weblink Public Portal licenses are available with RIO.

Feature	**Avante**	**Rio**	**Comments**
Database	SQL Express, SQL, Oracle	SQL, Oracle	
Retrieval Users	Only Public Portal Web Link	Only Public Portal Web Link	Includes Email
Full Named Users	Unlimited	100 - Unlimited	Includes Workflow, Email and Snapshot for Avante; Includes Workflow, Email, Snapshot, Web Access and Advanced Audit Trail for Rio.
Retrieval Named Users	n/a	1000 - Unlimited	Includes Email for Rio, minimum purchase of 1,000 users
Default Servers	1	Unlimited	
User License Model	Named	Named	
Model	WF automation / BPM	Enterprise	
Page Limit	Unlimited	Unlimited	
Public Access	Public Portal (25, 75, PP)	Public Portal (PP)	Per Processor (PP) must purchase the same amount of CPU on Lf Server
Upgrade Path	Rio	n/a	
Laserfiche Versions	Lf 8.1 and later	Lf 8.0.1 and later	

LASERFICHE PLUG-INS

Laserfiche Plug-Ins, Utilities, and Tools

MCCi can provide additional Laserfiche Plug-ins Utilities, & Tools software. Laserfiche offers a selection of add-ons and development tools designed to let you tailor Laserfiche to meet your needs. Certain Plug-Ins may be bundled differently based on the Laserfiche platform (Avante versus RIO).

Laserfiche Batch Processing Tools

- Laserfiche® Quick Fields™ automatically captures useful information from paper and electronic documents and organizes it for fast retrieval. Quick Fields transforms data capture from a costly and labor-intensive operation into an efficient process by collecting precise pieces of information from the masses of unstructured data flowing into your organization. Quick Fields improves the speed and accuracy of data capture while giving authorized staff instant access to the information they need to work effectively.
- Bar Code Validation Package - The Bar Code add-on reads bar codes on a specified page in the document. The value returned by the bar code process can be used to identify a page, populate a field, determine the document name, or determine where the document will be stored. Bar Code is very powerful when combined with Real Time Lookup. Supported barcode formats: Codabar, CODE 39, CODE 128, EAN 8, EAN 13, Interleaved 2 of 5, UPCA, and UPCE.
- QF Real-time Look up Validation Package: Lookup populates template fields and validates metadata by retrieving data stored in third-party databases and other applications.
- QF Zone OCR Validation Package: Images that contain clearly printed or typed information can be converted to text files through a process called OCR (Optical Character Recognition). Once text has been extracted from an image, it can be sent along with the image to the repository. Once the document has been imported into the repository, the extracted text will be associated with the corresponding image in the document. The International Zone OCR add-on will scan a zone on an image for text. Only text found within the zone will be extracted. The data returned by this process can be used to identify a page, populate a field, determine the document name, or determine where the document will be stored. The International Zone OCR add-on can be installed when Quick Fields is first installed or after it has already been installed.
- Laserfiche Import Agent: Laserfiche Import Agent is a capture tool that can bring files into a Laserfiche repository from the Windows file system. Any file that can be stored in Laserfiche can also be imported via Import Agent. What's more, Import Agent allows for scheduled and selective imports, so that users can set up specific criteria for what gets imported when. Import Agent can create fully OCR'd and indexed documents complete with template information and filed in the repository.
- QF Forms Alignment: automatically repositions scanned documents to match a master form, correcting for scanning errors and improving data extraction.
- QF Document Classification: designed for clients who deal with multiple forms, and will recognize and process multiple document types.
- QF Auto Stamp/Redaction/Bates Numbering - The Bates stamp option is a document auto-numbering annotation option
- QF Optical Mark Recognition: detects handwritten information, including marks on surveys, tests and ballots.

- Quickfields Agent: enables administrators to schedule forms processing around the clock and run Quick Fields sessions without operator intervention, reducing labor costs and optimizing business processes.
- QF Forms Identification: automatically recognizes the form or document based on its overall structure, even in the absence of bar codes, form data or other distinguishing information.
- QF Forms Extractor: removes form outlines to isolate data for more accurate capture.
- Laserfiche ScanConnect™: allows ISIS scanning. A collection of ISIS scanner drivers is included with Laserfiche ScanConnect. These drivers allow images to be scanned through supported scanners. ScanConnect 7.x is can be purchased as an add-on to both Laserfiche scanning and Quick Fields.
- Laserfiche Snapshot™ Laserfiche Snapshot can generate images and text from an electronic file (e.g. a Word document, a web page, a text editor, etc.). The files generated by Laserfiche Snapshot capture the content of the electronic file at the time that it was processed. In other words, they represent an accurate portrayal of an electronic file at a given point in time. The images and text created from an electronic file are then stored in a Laserfiche repository. As you can see, Laserfiche Snapshot can be used as a tool to archive a particular version of an electronic file. Laserfiche Snapshot can process any electronic file that can be opened with a Windows application that has printing capabilities. This feature is automatically included with every Full User purchase.
- MCCi OCR Automator: provides a simple and effective way to mass OCR documents in Laserfiche. It allows users to select a Laserfiche folder from which to begin the OCR process. Once it has begun at this location it will OCR the documents in this folder and the subfolders. Once the process is complete the application will display a report and notification that it has completed

Distribution Plug-Ins

- Laserfiche WebLink™ the WebLink module publishes select documents in a Laserfiche repository to an intranet or the Internet in read-only form. Documents can be made available through the Web almost instantly, and users need only an Internet browser in order to access them. Built on ASP .NET, WebLink can be customized to match the look and feel of an organization's Internet or intranet site.
- Laserfiche WebAccess Laserfiche Web Access is a Web browser-based thin client offering virtually all of the document management capabilities of the standard Laserfiche interface. Web Access allows your IT staff to roll out high-volume Laserfiche access without increasing your organization's application support burden. Authorized users organization-wide enjoy simultaneous access to documents, whether they are using the corporate intranet or logging in from a branch office.
- Laserfiche Plus™ Laserfiche Plus allows the information stored in a Laserfiche repository to be portable. Laserfiche documents published by Laserfiche Plus can be viewed by anybody, regardless of whether they have Laserfiche installed. If these portable Laserfiche documents are sent to a company or site that already has Laserfiche installed, then that organization can also choose to attach those documents to their repository. This software prepares a copy of the Laserfiche files (images, text, electronic files, annotations, templates and field data) for burning directly to your removable media or to a temporary directory. Choosing to publish to a temporary directory allows you to write it to your removable media at your convenience.
- Laserfiche E-Mail Plug-in™ allows instant electronic document distribution via standard MAPI-compliant e-mail applications. This feature is automatically included in every Full User and Retrieval User license purchase.

Workflow& Process Automation

- Laserfiche Workflow: Efficiency and accountability-enhancing document routing, e-mail notification and audit trail reporting.
- Laserfiche Audit Trail Modules: Three levels of audit reporting to address your specific regulatory compliance and security needs.
- LF Audit Trail – Starter: This edition tracks who accesses data in the repository, as well as changes made to the repository. Users can then generate reports on the life-cycle of documents, and who has accessed them.
- LF Audit Trail – Standard: Sites with a larger amount of activity in their repository can use this edition to set up event logging according to individual users. This allows a more finely grained auditing configuration that tracks only the data that a particular customer needs. Standard features the tracking of failed attempts to change content in the repository, giving more insight into user activities. All the functionality of the Starter edition is also included.
- LF Audit Trail - Advanced: Customers operating in the most demanding regulatory environments find this version ideally suited to their needs. Besides doing everything that the other two versions do, it also tracks changes in security settings, so not only what a user is looking at or changing is tracked, but who gave them the right to do so. Searches are also tracked. For additional document security, with this edition users can be required to submit reasons for printing and exporting documents. Administrators can force printed documents to have Watermarks applied to them.

Laserfiche Integration Plug-Ins

- LF Integrator's Toolkit: Tools & documentation necessary for customizing Laserfiche
- LF Integration Express HTE: Laserfiche HTE interface

LASERFICHE THIRD PARTY PLUG-IN OFFERINGS

Integration

- DataNow Affinity Integration- DataNow Affinity brings the power of Laserfiche document management to the applications you use most. Document searches can be reduced to a single click of a button. New documents can be added to your Laserfiche repository without manually entering template field values, file names, or folder locations. Affinity truly makes Laserfiche feel like part of your business software
- LF Integrator GP – LF Integrator empowers Great Plains users to scan, search and link supporting documents in Laserfiche document management applications directly from the Great Plains menu bar. Link the document and workflow management power of Laserfiche with your current Great Plains implementation.
- LF Integrator AutoCAD – LF Integrator for AutoCAD allows you to store AutoCAD drawing files or associated documents in Laserfiche, including embedded cross reference files, directly from the AutoCAD menu. Launch Laserfiche scan or search modules using the drawing file for template or search criteria, or create a Laserfiche document template using the fields from any AutoCAD drawing title block with a single click.
- GeoDocs: GeoDocs™ is a web-based software that seamlessly integrates ESRI ArcIMS (soon to be ArcGIS Server) and Laserfiche. Utilizing robust search capabilities, users of GeoDocs can access digital documents stored in a Laserfiche repository from within the web-based GIS program and vice versa, access spatial information stored in a GIS from within the Laserfiche web client.
- TrustedEdge (email and document archival)- The Trusted Edge® Solution automatically captures, classifies, and manages unstructured information created, accessed, and stored at the network's

"edge" – on laptops, desktops, and file shares – where 80% of documents are created and stored. Following a Trusted Edge deployment, organizations can proactively apply enterprise-wide policies to desktop information and email at the point of creation and use - and manage content based on centrally-defined business rules. Furthermore, by intelligently identifying, classifying, and securely routing critical email, documents, and files to their appropriate location with the enterprise content management or records management platform, Trusted Edge improves retention compliance, mitigates litigation risk, and reduces enterprise storage costs. With its rich set of policy management and information management features, Trusted Edge is leveraged by organizations as a unified platform which can be deployed as the foundation for numerous enterprise solutions including:

- LincDocs (Electronic Forms)- LincWare's LincDoc family of eForm creation and document automation tools empowers businesses and government organizations to better serve their customers and constituents, reduce costs and better leverage bottom line critical information. LincDoc data complies with existing systems through features like network-wide interconnectivity, document repositories, version control, business-logic driven data entry, Laserfiche interface, database integration and Word- and PDF-based document authoring.
- InfoLinx (physical records management software) - InfoLinx provides both custom and commercial-off-the-shelf records and information management system software and professional business services to manage critical business documents. InfoLinx seamlessly integrates barcode and Radio Frequency Identification (RFID) technology, physical file and electronic record tracking, retention schedule management, color-coded label printing, and document imaging into an integrated, intuitive, and user-friendly records management application.
- MuniMigrator- MuniMigrator is a software tool used to migrate data from a legacy document imaging system into Laserfiche. MCCi will provide remote services to install, configure, and test MuniMigrator on the client's Laserfiche server (or another server capable of connecting to the Laserfiche server). Depending on the size of the legacy database and images, this migration process can take an extended period of time. The process will be run by the client's personnel with MCCi providing support. The primary pre-requisite is that the client must convert all data to XML format conforming to the MuniMigrator XML schema prior to utilizing MuniMigrator. MCCi will provide MuniMigrator XML schema. If the client needs assistance migrating legacy data to the XML format, additional hourly charges will apply and the client must provide the appropriate access and licensing needed to access the legacy data. Due to the vast differences in how document management systems handle sticky notes, redactions and annotations, data migration processes do not include migration of sticky notes or any other redactions and annotations from the legacy system to Laserfiche, unless otherwise stated in the scope of services.

When you become a client of MCCi, you gain much more than just a new product. You gain a relationship between our staff and your organization to make your product implementation successful and the usage of your product an enjoyable experience. In order to make this possible, MCCi offers both Proactive and Technical Support.

PROACTIVE SUPPORT

MCCi assigns each account with a Regional Account Executive and an internal Account Manager Team. You will have already worked with your Account Executive in the pre-project phase and they will continue to support you. Your Account Executive will provide a local presence and contact information should local meetings be necessary. The Account Executive also assists in pre implementation processes.

Your Account Manager will assist in managing ongoing support through the life of the product. MCCi believes in a proactive support methodology and it is the Account Managers' role to insure this ongoing communication with clients. Your Account Manager will be in touch throughout the year to discuss optimal system usage and ensure client satisfaction. Items discussed may include, but are not limited to:

- Identify any needs that could easily be addressed with the current system.
- Provide resource for question and answer, best practices, how other customers are using the system with use of documented case studies, Listservs, support center, etc.
- Provide continued education for existing and new users within the organization through the use of webinars, seminars, workshops, users group, and more.
- Annual review of current system configuration
- Dedicated sales support staff for pricing inquiries and budgetary information
- Annual support renewal notification to ensure your renewal process is timely and accurate

Educational Resource Definitions

- *Case Studies*- MCCi works with our clients to put together narrative accounts of specific usages of MCCi solutions in their organization. Specific departments, document types, integrations, etc. are noted to allow other users to learn from the information.
- *MCCi Listserv*- MCCi has created a Listserv for specific types of system customers. A Listserv is a creative use of e-mail, which provides a means for End Users to share information on a common interest. Members are able to communicate with peers thru a single e-mail. Uses of the Listserv may include fielding requests about system usage, as well as best practices.
- *Support Center*- This resource is a compilation of white papers, best practices, and information for system users all in one location. Through the support center, users can also submit and check the status of their support tickets.
- *Webinars*- MCCi conducts monthly webinars on different topics promoting more efficient system usage. User webinars are also offered on more specific topics related to products, concepts, departments, etc regarding the usage of your system. These are done through the web and are a convenient way of staying informed on the newest technologies available.
- *Seminars*- MCCi conducts seminars on different topics to help educate new and existing end users throughout the year. They are usually located at a host site of an existing customer. These can also be offered at current client's locations to invite departments to learn more regarding their current system.
- *User Groups*- MCCi offers annual user groups to keep end users trained on the newest versions and products. These are geared to both users and administrators of the system.

TECHNICAL SUPPORT

The Laserfiche Software Assurance Plan (LSAP) helps preserve your investment and extend the benefits of your original purchase by providing you access to the assistance needed to ensure that you maximize system uptime. You have access to a toll free line to call for technical support or submit tickets online through our support center. When you subscribe to the LSAP you receive the following benefits:

- 100% upgrade credit for your existing software (in the event of an upgrade)
- Free software updates for your current system
- 24-hour FTP and website access which includes the MCCi Online Support Center
- Technical bulletins and newsletters

MANAGED SERVICES

MCCi Managed Services are included with every support renewal and provide the client with a discounted hourly rate by purchasing an advanced block of services per year based on the products purchased. Managed Services can be used for the following professional services:

- Additional Training – additional training, via web conferencing, can be conducted to train new users on the use of the system or as refresher training for existing users.
- Additional System Set Up Consultation – MCCi offers additional consultation that includes recommendations on best practices for adding additional departments, additional types of document etc. to your current system.
- Remote implementation of software updates – While the standard SAP plan covers free updates for software, implementation of those updates is sometimes overlooked. With the addition of our Managed Services, MCCi is at your service to directly assist in implementing software updates such as minor updates, quick fixes or point releases. Major software upgrades may or may not be covered and should be discussed with your Account Management Team.
- Annual System Review & Analysis – Upon request, MCCi will access your system to review and analyze how your organization is using the system, identify discovered potential problem areas and make recommendations for better use of the system. This analysis is designed to be implemented 6 months after the initial Software installation, and should be performed annually after that date. This is an optional service that will be completed only if requested by the Client.
- Remote Access Support – Remote Access Support allows our helpdesk staff to access your machines remotely to resolve problems faster. The use of Remote Access Support saves you both time and money by reducing the delays in resolving software issues without costly on-site visits.
- Expiration & Additional Services –MCCi Managed Services is an annual package and will expire on the same date as your SAP plan.

MCCi does provide continued technical support for all MCCi applications. Technical support is provided via email or telephone during normal business hours of 8:00 AM to 6:00 PM EST. Clients can designate several individuals who are to be the technical support contacts. Those individuals may contact MCCi at any time for technical support. There is no limit on the number of technical support calls that can be made. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates.

MCCi will provide necessary consultation as to the compatibility of current hardware with the Laserfiche System. Changes and recommendations will be made at the time of consultation. See system requirements below. Please keep in mind that these are the minimum system requirements. All scanners also require the ScanConnect Software, which is quoted within our pricing section.

Scanning Station PC:	
OS:	Windows XP Professional (Service Pack 2 or later), Windows Vista, Windows 2003 (Service Pack 1 or later), or Windows Server 2008
CPU:	2.4 GHz processor or faster
Memory:	1 GB RAM or more
Communications:	TCP/IP
Web browser:	Internet Explorer 6.0 or higher
Client Requirements	
OS:	Windows XP Professional (Service Pack 2 or later), Windows Vista, Windows 2003 (Service Pack 1 or later), or Windows Server 2008
CPU:	1 GHz Processor or better, Performing OCR: 2.4 GHz or faster processor
Memory:	1 GB RAM or more
Communications:	TCP/IP
Web browser:	Internet Explorer 6.0 or higher
Server Requirements:	
OS:	Windows XP (Service Pack 2), Windows Server 2003 (Service Pack 1), Windows Server 2003 R2, Windows Vista , Windows Server 2008
CPU:	2 GHz Professor or better
Memory:	2 GB RAM
Communications:	TCP/IP
Database Management System	
Avante SQL or Rio:	Microsoft SQL Server 2005 (Service Pack 2 or later), Oracle 9i Release 2 (9.2.0.6.0), Oracle 10g and Oracle 11g
Avante SQL Express:	Supports MSDE (Service Pack 3 or later) and Microsoft SQL Server 2005 Express Edition (Service Pack 2 or later).
Web Portal Requirements:	
OS:	Windows Server 2003 with IIS 6, Windows Server 2008 with IIS 7
CPU:	2.8 GHz or faster processor
Memory:	1 GB RAM or more
Viewer:	Web Browser (minimum versions): WebLink is best viewed using Internet Explorer 6, Internet Explorer 7, Internet Explorer 8, Firefox 2, Firefox 3, Safari, Chrome, and Opera.

Scanners:
Must utilize ISIS drives

The terms of this agreement shall remain in force and effect for a period of ninety (90) days from the date appearing below, unless accepted by the Client.

Submitted by: **MCCI,** a Limited Liability Company

Date: November 18, 2010

By: _____
(Signature)

Donny Barstow - President
(Printed Name & Title)

Witness: _____
(Signature)

Noted Items Accepted by: **WILLIAMSON COUNTY, TX**

Date: _____

By: _____
(Signature)

_____
(Printed Name & Title)

Witness: _____
(Signature)

_____
(Printed Name & Title)

MCCi, a Limited Liability Company and subsidiary of **MUNICIPAL CODE CORPORATION**, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCi, hereby offers the Laserfiche Software & Services to **WILLIAMSON COUNTY, TX** according to the following terms and conditions.

LASERFICHE SOFTWARE UPGRADE
When software is upgraded, the old copy of the software must be returned and will no longer be a valid copy. Proof of previous purchase is required to receive upgrade. Upgrade credit applied towards new purchase is 100% of original software purchase price. The difference between the new system (server, full and retrieval users) price and the old system (server, full and retrieval users) price must be greater than or equal to 10% of the new system price. Otherwise, a minimum software upgrade adjustment will be applied to comply with the 10% price difference requirement. One year of LSAP must be purchased for new products when upgrading. LSAP of the original product will not be credited. However, remaining months of SAP can be applied towards the new purchase of one year of LSAP for the new products.

SERVICE LEVEL AGREEMENT (SLA)
Software Support is provided by MCCi and the manufacturer. MCCi acts as 1st tier support and works with the manufacturer at a 2nd tier level when needed. MCCi's Software Assurance Packages include: Access to software point release updates, Telephone or E-Mail support for software related issues, 24-hour FTP and web site access, technical bulletins and newsletters. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates – any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Any updates requiring shipment of software require Client to pay shipping costs.

Customers may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday-Friday (excluding major holidays) from 8:00 a.m. – 6:00 p.m. EDT.

MCCi SOFTWARE CUSTOMIZATIONS
The customer may elect to contract with MCCi to customize the standard software. As standard software is upgraded, any customizations performed will require support in the form of updating through our Integration Support Assurance Program (ISAP). ISAP must be current to receive updates to the integration at no additional charge. Otherwise current hourly rates will apply.

Upgrades to existing programs, or the acquisition of new programs from vendors other than MCCi, may have an effect on customizations made to the software by MCCi. MCCi will not be held responsible if upgrades or changes made by the customer or another vendor or application preclude the operation of MCCi's customizations.

CLIENT SOFTWARE CUSTOMIZATIONS
The client may also choose to customize their software internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to the software may affect any customizations made by the user. If MCCi's help is required to correct/update any customizations made by the client, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE
In order for MCCi to excel in customer service, the client must provide timely access to technical resources. The client must provide adequate technical support for all MCCi installation and support services. If the client does not have "in-house" technical support, it is the client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

SOFTWARE INSTALLATION
MCCi will install all software outlined herein. If additional software is needed to bring the site up to specifications, customer will be billed accordingly.

SITE PREPARATION
The Client site should be ready for installation according to specifications outlined within the Hardware section listed below. If site is not prepared and results in cancellation, delays, or rescheduling of an installation after MCCi has made travel arrangements, the client may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc.

ARCHIVE SERVICES BY MUNISCAN TERMS AND CONDITIONS
DOCUMENT STORAGE: MCCi's facilities contain secure rooms for hardcopy "work in progress" document storage that are designed to prevent damage from natural disasters. MCCi will arrange for the return of hardcopy documents to the client after completion of scanning. If documents reside at MCCi facilities for a period longer than 90 days after a request for delivery has been made, storage charges will apply. MCCi is not responsible for maintaining permanent archive and accepts no responsibility to loss of electronic data.

ENTERPRISE WIDE SCANNING SERVICES: In accordance with the terms and conditions as laid out here within, MCCi can provide any department in the organization with scanning services for documents other than those described in Section I of the pricing proposal. Costs will be based on the attached pricing schedule (Exhibit A). MCCi will consult with each department interested in beginning their own MuniScan project to determine individual scanning and indexing needs. For further information and instruction regarding this service please contact our Service Bureau Manager.

MICROFILM & FICHE CONVERSION SERVICES: MCCi offers electronic conversion services for microfilm, microfiche, and aperture cards. The Client will provide MCCi with data to be converted to electronic format. MCCi will extract the images contained on the film/fiche and migrate them to Laserfiche or to another industry standard format as requested by the Client. The images will be captured based upon the reduction ratio and threshold between the beginning and ending of new images on the original film. MCCi is not responsible for the accuracy of existing image quality, such as black borders, skewed images, blurring images, non-legible images, or other errors that are not controllable by MCCi. Unless otherwise specified in the project scope, MCCi will index by the roll/card number or unique identifier.

PROJECT TIMELINE: MCCi will complete and deliver the project within 90 days after receipt of documents. Should MCCi require additional time, the Client will be notified immediately. The delivery for routine updates to the database will be within 30 days.

PRICING: Charges apply on a per project basis and are dependent upon size and volume of documents. MCCi requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.

UNANTICIPATED DOCUMENT TYPES & SIZES: The prices quoted are made with the expectation that customer will properly prepare and annotate materials for scanning bureau use and that documents are consistent with the description provided in the scope of services. If documents are not as initially represented, additional charges will apply according to Exhibit A. MCCi will call for authorization to proceed with the project.

LASERFICHE SYSTEM CUSTOMERS: Due to requirements by Laserfiche systems regarding the importing of images and indexing information, it is highly recommended that Clients who already have a Laserfiche system have their documents scanned using only Laserfiche software. This will ensure that all associated indexing information will be properly retained after the importing of images into the Laserfiche system. MCCi has knowledge of the software versions, indexing requirements, and compatibility issues for each of our Laserfiche system clients. For these reasons, MCCi should be considered as a Sole Source provider for scanning services.

MCCI CERTIFIED PARTNERS: MCCi maintains MuniScan partnerships for the purpose of additional capacity and flexibility in meeting client expectations. In the event MuniScan partners are used for a project, the management and support of the project is handled directly by MCCi.

ADDITIONAL SERVICES
As an additional service/product under this contact MCC and MCCi can provide the following:

- Electronic Agenda and Legislative Management (Legistar). MCCi offers Legistar Software and related services which provides electronic automation and creation of Agendas.
- Document Scanning Services (MuniScan). MCCi offers scanning, indexing and integration of hard copy documents with Laserfiche Software to provide the Client with the most powerful index retrieval search engine available with the following features: intuitive browse window, index cards, and fuzzy logic.
- Contract Management Software (Contract Assistant). MCCi offers the Contract Assistant Software (developed by Blueridge Software) which is a web based solution designed to provide control and automation of the contract management process.
- Code Supplementation and Codification Services (MuniCode). Municipal Code Corporation offers supplementation of existing Codes, Codification of Ordinances and Recodification of existing Codes. Our optional services include legal review, republishing, editorial and index work and electronic options (CD, Internet).
- Utility Billing Services (MuniBills). MCCAdvantage offers billing, statement and remittance processing services as an additional benefit under this agreement. MCCAdvantage, a subsidiary of MCC, can provide the client with design, printing and mailing services for customer billing/statements of all types. These services also include remittance payment options, software and other billing solutions.

AGREEMENT EXTENDED TO OTHER GOVERNMENTAL UNITS
MCCi agrees to allow any other Government agency to purchase items, at the same terms, conditions and pricing as this contract during the period of time that this contract is in effect. Minor changes in terms and conditions may be negotiated by MCCi and participating Government agencies. Any orders issued against this agreement shall be the sole responsibility of the Government agency placing the order. It is understood that the Client shall incur no financial responsibility in connection with any purchase by another Government agency.

TRAVEL EXPENSES
If the client cancels or reschedules an installation after MCCi has made travel arrangements, travel expenses may be incurred due to circumstances such as non-refundable airline tickets, hotel reservations, rental cars, etc.

LIMITED LIABILITY
In no event shall MCCi's total liability to the client exceed the project fees paid to MCCi by the client.

FORCE MAJEURE
Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

TERMINATION
The services provided in this agreement will be in full force and effect for a period of three (3) years from the date of shipment of the completed product to the organization. Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon sixty (60) days' written notice.

Employment of Smith Robertson
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Hal Hawes, County Judge
Submitted For: Hal Hawes
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding employment of the law firm of Smith, Robertson, Elliot, Glen, Klein & Douglas, LLP to represent Williamson County in relation to legislative and regulatory initiatives relating to securing approvals for locally-funded transportation projects; exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services and authorizing the presiding officer of the court to execute an Engagement of Legal Services letter agreement that sets out the parties agreement.

Background

See enclosed letter agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Smith Robertson

Form Routing/Status

Form Started By: Hal Hawes Started On: 12/07/2010 03:11 PM

Final Approval Date: 12/07/2010

SMITH, ROBERTSON, ELLIOTT, GLEN, KLEIN & DOUGLAS, L.L.P.

SMITH|ROBERTSON
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PARTNER

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December 7, 2010

The Honorable Dan A. Gattis
Williamson County Judge
Williamson County Courthouse
710 Main Street, Suite 101
Georgetown, TX 78626

Re: *Engagement of Legal Services*

Dear Judge Gattis:

This letter will confirm your engagement of this Firm to represent Williamson County in connection with legislative and regulatory initiatives relating to securing approvals for locally-funded transportation projects (the "Matter"). We greatly appreciate this opportunity to be of service and look forward to working with you on the Matter. The purpose of this letter is to set forth our agreement with respect to the terms of our engagement. If you engage our firm on additional legal matters, this engagement letter will apply to those matters as well, unless separate engagement letters are executed for such matters.

Scope of Engagement. As counsel for Williamson County, we will represent your interests in regard to the Matter. While we will endeavor to achieve an outcome in the Matter that is acceptable to you, we can make no guarantees that a particular outcome will be achieved.

Cooperation. To enable us effectively to perform the services contemplated, it is essential that you disclose fully and accurately all facts and keep us apprised of all developments related to the Matter. You have agreed to cooperate fully with us and to make your representatives available to attend meetings, conferences, hearings, and other proceedings.

Fees. Our fees are based on the time spent by the attorneys and the paralegal personnel who work on the Matter. We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, opposing counsel, and others; conferences among our attorneys and paralegal personnel; factual investigation if needed; legal research; responding to your requests for us to provide information to you or your auditors; drafting letters and other documents; and travel, if needed.

Our hourly billing rates generally range from $225 to $400 for partners and from $140 to $260 for associates. Work performed by paralegals will be charged at rates ranging from $95 to $120 an hour. Billing rates for both attorneys and paralegals are reviewed periodically and generally are revised to reflect an attorney's and legal assistant's increased experience level. We have been privileged to represent Williamson County in a number of matters over the last several years and propose that we continue to provide our services according to the following discounted rates for key personnel:

Craig Douglas, Partner	$230
Alan Glen, Partner	$230
David Hartman, Partner	$165
J.B. Ruhl, Of Counsel	$230
Rebecca Barho, Associate	$150
Brooke Marcus, Associate	$150

Other Charges. Our billing practices with respect to most internal office expenses are different from many law firms and hopefully will be viewed favorably by you. We do not charge for in-house facsimile, long distance, postage, secretarial overtime, or other similar overhead items. It is our belief that our hourly fees should include and cover these types of expenses. We will charge for most in-house black and white copies at a rate of 20¢/page and color copies at 40¢/page, which roughly reflects our cost. We may from time to time adjust the copy rate as costs change. It is necessary, however, for us to pass along to you charges incurred from all outside vendors, such as, by way of example, but not limitation, court reporters, process servers, expert witnesses or consultants, copy services, overnight delivery charges, court costs, filing fees, electronic research, and travel costs. Unless special arrangements are otherwise made, fees and expenses of third parties are your responsibility and will be billed directly to you. Further, usually all invoices in excess of $250.00 will be forwarded to you for direct payment.

Billing Cycle. Our billing rates are based on the assumption of prompt payment. Consequently, fees for our legal services and other charges will be billed monthly and are payable upon receipt.

Cost Estimates. From time to time at your request we may furnish estimates of legal fees and/or other charges that we anticipate will be incurred in connection with the Matter. Such estimates are by their nature inexact because of unforeseeable circumstances and, therefore, our actual fees and other charges billed may vary from such estimates.

Conflicts. If a controversy arises between you and any other client of our firm, we, after taking into account the rules of professional ethics applicable to us, may decline to represent either you or such other client or both you and such other client.

Termination or Withdrawal. Our representation may be terminated prior to the conclusion of the Matter by either of us by written notice to the other party. We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this engagement letter, including the timely payment of our fees, or fail to cooperate or follow our advice on a material matter, or if any fact or circumstance would, in our view, render our continuing representation unlawful, unethical or ineffective. No such termination or withdrawal, however, will relieve you of the obligation to pay the legal fees owed us for services performed and other charges owing to us to the date of termination or withdrawal.

Client Documents. We will maintain all documents you furnish us in our client files for this Matter. At the conclusion of this Matter (or earlier if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to return to you. We may keep copies thereof to the extent we believe advisable for our records. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

If the foregoing correctly reflects the terms and conditions of our representation, please so indicate by executing the enclosed copy of this letter in the space provided below and return it to me.

Please do not hesitate to call me if you have any questions. We are pleased to have this opportunity to be of service to Williamson County and we look forward to working with you.

Very truly yours,

Craig M. Douglas

Accepted and agreed to this _____ day of _____, 2010

WILLIAMSON COUNTY

By: _____
Name: _____
Title: _____

Legislative Letter
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss Williamson County's legislative request letter.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Grimes Kathy	Started On: 12/09/2010 11:02 AM
Final Approval Date: 12/09/2010	

Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action on a request by Dennis Johnson, Nadine Johnson and Jerry W. Roznovak to extend that certain Farm Lease between Williamson County and Dennis Johnson, Nadine Johnson and Jerry W. Roznovak for the lease of land adjacent to the Williamson County Landfill.

Background

Per the terms of the Farm Lease, Dennis Johnson, Nadine Johnson and Jerry W. Roznovak may request to extend the Farm Lease for up to three (3) separate extended periods of twelve (12) months each following the Initial Lease Period. The Initial Lease Period began in January 2010. Upon receiving Dennis Johnson, Nadine Johnson and Jerry W. Roznovak's request to extend the Lease, the Williamson County Commissioners Court shall have the sole right to either accept or deny his request to extend the Lease. Williamson County has reserved the right to extend this Lease or deny a request to extend this Lease as it deems in the best interest of Williamson County. This lease extension will be for a twelve (12) month term beginning on January 1, 2010 and terminating on December 31, 2010, with the terms, covenants and conditions of the Lease remaining the same for this extension.

The annual rental amount shall remain $15,900.00. The rental rate shall remain the same amount of $75 per acre.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Wendy Coco
Started On: 12/09/2010 04:20 PM
Final Approval Date: 12/09/2010

Landscape Architectural Services for Landfill Master Plan
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Bob Daigh
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of January 19, 2011 at 3:00pm in the Purchasing Department to receive qualifications for Landscape Architectural Services for Landfill Master Plan, RFQ # 11WCRFQ1003.

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: 12/08/2010 10:48 AM
Final Approval Date: 12/09/2010	

Consider rejecting proposals for the Williamson County Landfill Oversight Inspector

Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Bob Daigh
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider rejecting all proposals received for the Williamson County Landfill Oversight Inspector, proposal number 09WCP818.

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: 12/08/2010 10:56 AM
Final Approval Date: 12/09/2010	

Profesional Services Agreement for the Williamson County ESOC project
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Jonathan Harris, Purchasing
Submitted For: Jonathan Harris
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider Professional Services Agreement with Parsons Commercial Technology Group, Inc. for Architectural/Engineering services for the Williamson County emergency services operations center (ESOC) project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: PSA Parsons

Form Routing/Status

Form Started By: Jonathan Harris	Started On: 12/08/2010 02:25 PM
Final Approval Date: 12/09/2010	

AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

THIS AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES ("Agreement") is made and entered into by and between **Williamson County,** a body corporate and politic under the laws of the State of Texas, hereinafter "County", and **Parsons Commercial Technology Group Inc.**, hereinafter "A/E".

R E C I T A L S

WHEREAS, the County has, and will continue to sustain, an increase in citizen and transient population, correlating increases in the request for emergency services, and a continuing rise in the acuity and complexity of emergency response and recovery operations;

WHEREAS, the County does not have a purpose built Emergency Operations Center to facilitate the command and control, or coordination of emergency preparedness, mitigation, response, or recovery efforts within the County;

WHEREAS, the County Emergency 9-1-1 Communications Center is re-purposed space within a facility not designed for the purposes of providing emergency radio or telephone communications;

WHEREAS, the current emergency communications center has reached maximum capacity without further opportunities or areas to expand for growth of equipment, technology, or personnel;

WHEREAS, the County desires to combine these two essential life and property saving disciplines into one combined facility, purpose built, for such operations to improve efficiencies and capabilities in support of its citizens;

WHEREAS, the County desires to design, construct, staff, and operate a modern state-of-the-art and purpose built combined Emergency Operations Center and Emergency 9-1-1 Communications Center;

WHEREAS, the County Executive Leaders have met periodically and developed an appropriate project vision and scope to meet the needs of the community and public safety agencies;

WHEREAS, the County desires to contract for professional architectural design, engineering, and contract administration services for a project known as the construction of the Williamson County Emergency Services Operations Center (the "Project");

WHEREAS, the A/E desires to provide the services;

WHEREAS, the A/E has represented to the County that its personnel are experienced, qualified, and properly licensed to provide the services required in this Agreement and/or its Exhibits in a professional, timely manner;

WHEREAS, the County has relied upon the above representations by the A/E; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and warranties included herein, the County and the A/E agree as follows:

SECTION I

SCOPE OF AGREEMENT

The A/E agrees to perform professional architectural and engineering services in connection with the Project as stated herein, and for having rendered such services, the County agrees to pay to the A/E compensation as stated in the sections to follow.

SECTION II

CHARACTER AND SCOPE OF SERVICES

A. In consideration of the compensation herein provided, A/E shall perform professional architectural and engineering services for the Project, which are acceptable to the County, based on standard architectural and engineering practices and the scope of work described on the Exhibit(s) attached to this Agreement. A/E shall also serve as County's professional architect and 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 A/E's services.

B. A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

C. County shall provide A/E 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 A/E; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs A/E.

D. A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “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 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. National Environmental Policy Act (NEPA);
b. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions;
c. Americans with Disabilities Act (ADA) Regulations;
d. International Building Code 2003 Edition.
e. International Electrical Code, 2005 Edition;
f. Any other local, state and federal documents, codes and regulations to which the Project must comply.

The following are provided for reference:

g. FEMA E155- Building Design For Homeland Security
h. FEMA 386 Series On Mitigation Planning
i. FEMA 386-7 Integrating Manmade Hazards Into Mitigation Planning
j. FEMA 426 Reference Manual To Mitigate Potential Terrorist Attacks Against Buildings
k. FEMA 427 Design Of Commercial Buildings To Mitigate Terrorist Attacks
l. FEMA 430 Site And Urban Design For Security
m. FEMA 453 Design Guidance For Shelters And Safe Rooms
n. NIOSH- Guidelines For Protecting Building Environments From Airborne Chemical, Biological, Or Radiological Attacks

3. As part of the Scope of Services, A/E shall submit its work products to County for review at regular intervals and as requested by County.

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

SECTION III

ADDITIONAL SERVICES AND CHARGES

For the performance of the services not specifically described as Basic Services under Section II above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated written contract modification, Additional Services compensation based upon the method and rates set forth in **Exhibit "B".**

The A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, A/E shall provide County with a written position statement that sets forth A/E's basis for contending that such services should be deemed and considered to be Additional Services under the terms of this Agreement. In the event the parties cannot reach a resolution on the issue after A/E provides County with its written position statement, the parties agree to submit the dispute to non-binding mediation and share the cost of such mediation equally.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of the County. The County shall have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required.

SECTION IV

TIME FOR PERFORMANCE

A. Time for Performance. A/E agrees to submit the deliverables called for in Exhibit "A", Section A. (Schematic Design Phase) of this Agreement within Fifty Two (52) working days from the date of the last party's execution of this Agreement. Upon approval by the County of the schematic design drawings together with any changes or modifications thereof requested by the County and not until written authorization to proceed is issued by the County to the A/E, the A/E shall proceed with the performance of the services called for in Exhibit "A", Section B. (Design Development Phase) of this Agreement and shall submit the deliverables called for in Section B within One Hundred Twenty Five (125) working days after such approval and written authorization to proceed has been issued by the County. Upon approval by the County of the design development documents together with any changes or modifications thereof requested by the County and not until written authorization to proceed is issued by the County to the A/E, the A/E shall proceed with the performance of the services called for in Exhibit "A", Section C. (Construction Document Phase) of this Agreement and shall submit the deliverables called for in Section C within Sixty Three (63) working days after such approval and written authorization to proceed has been issued by the County. Upon approval of the contract documents, together with any changes thereto requested by the County, and not until written authorization to proceed is issued by the County to the A/E, the A/E shall proceed with the performance of the services called for in Exhibit "A", Section D. (Bidding and Contract Phase) of this Agreement. This phase shall terminate and the services rendered thereunder shall be considered complete upon commencement of the construction phase. Upon award of a construction contract for the Project and the County's issuance of its written authorization to proceed, the A/E shall proceed with the performance of the services called for in Exhibit "A", Section E. (Construction Phase) of this Agreement and complete such services upon notification of final payment on the last prime contract to be completed. The above time limits may for good cause be extended, in writing, by the County as the Project proceeds.

County acknowledges that completion of the Bidding and Contract Phase and Construction Phase may be dependent on third parties and factors beyond the control of A/E. A/E shall continue to provide its services during all phases of the work with such reasonable promptness as to cause no delay in the Project, work or in the activities of the County or its separate contractors.

Periods of time (i) during which County suspends work, or (ii) during which a submitted and complete A/E Work Product is in technical review, as described below, or (iii) during which the County has not issued a written authorization to proceed to the next phase, or (iv) during which a delay directly related to matters caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond the reasonable control of A/E and County, shall not be taken into account in computing the amount of time alloted for the A/E to complete a particular phase of services. It is recognized by the parties, however, that the A/E can only

complete the services described herein as expeditiously as is consistent with the standard of professional care. As set forth above, the A/E acknowledges that it shall not proceed to the next phase of services until the County has approved the prior phase of services and issued a written authorization to proceed to the next phase of services.

SECTION V

SUBMITTAL PROCESS AND REVISIONS TO A/E WORK PRODUCT

A. Submittal Process. A/E's A/E Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

1. Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to herein above and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit "C"**.
2. Upon receipt of the A/E 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 A/E Work Products in compliance with the requirements of this Agreement. The completeness of any A/E Work Product submitted to County shall be determined by County within fourteen (14) days of such submittal and County shall notify A/E in writing within such time period if such A/E Work Product has been found to be incomplete.
3. If the submission is Complete, County's technical review process will then begin. If the submission is incomplete, County shall notify A/E, who shall perform such professional services as are required to complete the work and resubmit it to County within seven (7) days. This process shall be repeated until a submission is complete.
4. Within seven (7) days of determining that a particular A/E Work Product is Complete, County shall review the completed work for compliance with the Scope of Work and determine whether or not to accept such A/E Work Product. If necessary, the completed work shall be returned to A/E, 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's opinion substantial compliance with the requirements of this Agreement has been achieved.
5. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the County. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

B. Revision to A/E Work Product. A/E shall make, without expense to County, such revisions to the A/E Work Product as may be required to correct negligent errors or omissions so the A/E Work Product meets the needs of County, but after the approval of the A/E Work

Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to the A/E Work Products which are found to be in negligent error or omission as a result of the A/E's development of the A/E Work Product, at any time, without additional compensation. If it is necessary due to such error or omission by A/E to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's A/E Work Products as Complete, Accepted, or Approved under this Agreement, the decision of the County Judge shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

C. Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified. A "working day" shall mean the days of Monday through Friday excluding any holidays that are recognized and taken by the County during its fiscal year.

SECTION VI

THE A/E'S COMPENSATION

For and in consideration of the services rendered by the A/E and for all expenses incurred by A/E, and subject to the limit of appropriation under Section X, the County shall pay to the A/E a firm fixed fee of **One Million Two Hundred Thousand and No/100 Dollars ($1,200,000.00)** hereinafter called the "Basic Fee", plus any approved amounts, if any, payable under Section III (Additional Services and Charges).

During the course of services hereunder, the Basic Fee shall be allocated as follows:

A. (the Schematic Design Phase), the A/E shall receive a total compensation of **One Hundred Eighty Thousand and No/100 Dollars ($180,000.00)**.

For and in consideration of the services rendered by the A/E under Exhibit "A", Section B. (the Design Development Phase), the A/E shall receive a total compensation of **Two Hundred Forty Thousand and No/100 Dollars ($240,000.00)**.

For and in consideration of the services rendered by the A/E under Exhibit "A", Section C. (the Construction Documents Phase), the A/E shall receive a total compensation of **Four Hundred Eighty Thousand and No/100 Dollars ($480,000.00)**.

For and in consideration of the services rendered by the A/E under Exhibit "A", Section D. (the Bidding and Contract Phase), the A/E shall receive a total compensation of **Sixty Thousand and No/100 Dollars ($60,000.00)**.

For and in consideration of the services rendered by the A/E under Exhibit "A", Section E. (the Construction Phase), the A/E shall receive a total compensation of **Two Hundred Forty Thousand and No/100 Dollars ($240,000.00)**.

SECTION VII

TIME OF PAYMENT AND RIGHT TO AUDIT

During the performance of the services provided for in this Agreement for the Schematic Design Phase (Exhibit "A", Section A.), the Design Development Phase (Exhibit "A", Section B.), the Construction Documents Phase (Exhibit "A", Section C.) and the Bidding and Contract Phase, (Exhibit "A", Section D.), monthly payments shall be made based upon that portion of the services which has been completed. Payments for services rendered for the Construction Phase (Exhibit "A", Section E.), shall be paid in proportion to the percentage of the completion of the construction of the Project as evidenced by the A/E's monthly estimates for Payment to the Contractors and approved by the County.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the A/E shall submit a sworn statement to the County, in a form acceptable to the Williamson County Auditor, setting forth the percentage of the services provided for by this Agreement which were completed during such calendar month, and the compensation which is due plus the amounts payable under Section III (Additional Services and Charges) which have not been previously billed or paid. In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the A/E certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

The County shall review the statements and approve them with such modifications, if any, as it deems appropriate, and the County shall pay each statement within thirty (30) days after the County's approval; provided, however, that the approval or payment of any statement shall not be considered to be evidence of performance by the A/E to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

Furthermore, the A/E agrees to maintain, for a period of seven years, detailed records identifying each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the County Auditor for verification purposes. A/E agrees that County or its duly authorized representatives shall, until the expiration of three 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 A/E which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E shall retain its records within the boundaries of Williamson County and further agrees that County shall have access during normal working hours to all necessary A/E 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 A/E reasonable advance notice of intended audits.

SECTION VIII

SUSPENSION AND TERMINATION

A. Suspension. 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 thirty (30) calendar days of receipt by A/E of written Notice of Reinstatement from County. In the event such suspension of the Project or the A/E's services hereunder extends for a period of ninety (90) consecutive calendar days or more, A/E may terminate this Agreement in writing.

B. Termination. County may terminate this Agreement at any time by notice in writing to the A/E. Upon receipt of such notice, the A/E shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Within sixty (60) days after receipt of notice of termination, the A/E shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the A/E that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made. Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

SECTION IX

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the A/E:	Parsons Commercial Technology Group Inc. 1900 West Loop South, Suite 400 Houston, Texas 77027
Attention:	Guy Mehula, Senior Vice President
	And
With copy to:	Karin Dwight

Legal Counsel
(Same address)

To the County: Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: John Sneed, Sr. Director
Williamson County Emergency Services
P.O. Box 873
Georgetown, TX 78627-0873

Either party may designate a different address by giving the other party ten days written notice.

SECTION X

LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, A/E has been advised by County, and A/E clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of **Eighteen Million Ninety Three Thousand One Hundred Sixteen and No/100 Dollars ($18,093,116.00)** specifically allocated to fully discharge any and all liabilities, including construction costs, which may be incurred by County in bringing the Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required furnishing and equipment, all fees and compensation of any sort to the A/E and consultants, and any and all costs for any and all things or purposes inuring under or out of this Agreement, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Agreement which might in any light by any person be interpreted to the contrary. A/E does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total compensation that A/E may become entitled to hereunder and the total maximum sum that County shall become liable to pay to A/E hereunder for Basic Services shall not under any conditions, circumstances or interpretations thereof exceed the sum of **One Million Two Hundred Thousand and No/100 Dollars ($1,200,000.00)**.

SECTION XI

SUCCESSORS AND ASSIGNS

The County and the A/E bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County, nor the A/E shall assign or transfer its interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XII

INSURANCE REQUIREMENTS

A/E shall maintain in full force and effect worker's compensation insurance, professional liability insurance, and general liability insurance during the entire term of this Agreement, in the amount set forth in **Exhibit "D"** - Insurance Requirements, and shall instruct and authorize insurer to immediately notify County directly in the event that any said policy coverage is changed or terminated. Said liability insurance policy shall be purchased from a reliable company licensed or authorized to do business in Texas. Proof of required insurance shall be submitted on Certificate(s) of Insurance and Endorsement (s) issued to County, as required in **Exhibit "D"**.

A/E shall require that any and all other contractors and/or consultants engaged or employed by A/E carry and maintain the same insurance and coverages in relation to the services to be rendered by such contractors and/or consultants. A/E shall submit to County proof of such insurance. The maintenance in full current force and effect of such form and amount of insurance, in such amount as County shall have accepted, shall be a condition precedent to the A/E's exercise or enforcement of any rights under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies.

SECTION XIII

PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the County. Under no circumstances shall the A/E release any material or information developed in the performance of its services hereunder without the express written permission of the County.

SECTION XIV

COMPLIANCE AND STANDARDS

The A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architectural and engineering professions to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and A/E's performance.

SECTION XV

OWNERSHIP OF DOCUMENTS, COPYRIGHT

The County shall be the absolute and unqualified owner of all A/E Work Product prepared pursuant to this Agreement by the A/E and its subcontractors with the same force and effect as if the County prepared same. Copies of all completed or partially completed A/E Work Product prepared pursuant to this Agreement by the A/E shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The A/E may retain one (1) set of reproducible copies of such documents and such copies shall be for the A/E's sole use in preparation of studies or reports for Williamson County only. The A/E is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County. The A/E shall not be responsible for the County's use or modification of the documents without the involvement of the A/E or for their use or modification in connection with any other project.

SECTION XVI

INDEMNIFICATION

EXCEPT TO THE EXTENT EXPENSES OR LIABILITIES ARISE FROM THE NEGLIGENCE OR INTENTIONAL ACTS OF THE COUNTY, THE A/E HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE COUNTY AND ITS OFFICERS, AGENTS, OFFICIALS, REPRESENTATIVES AND EMPLOYEES HARMLESS AGAINST ANY AND ALL EXPENSES AND LIABILITIES TO THE EXTENT THEY ARE CAUSED BY THE NEGLIGENT PERFORMANCE, ACTION OR INACTION OF THE A/E IN CONDUCT OF THIS AGREEMENT, AS FOLLOWS:

FOR MATTERS OTHER THAN THOSE ARISING FROM THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, THE A/E EXPRESSLY AGREES TO THE EXTENT THAT THERE IS A CASUAL RELATIONSHIP BETWEEN ITS NEGLIGENCE, ACTION OR INACTION, OR THE NEGLIGENCE, ACTION OR INACTION OF ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E AND ANY DAMAGE, LIABILITY, INJURY, LOSS OR EXPENSE (WHETHER IN CONNECTION WITH BODILY INJURY OR DEATH OR PROPERTY DAMAGE) THAT IS SUFFERED BY THE COUNTY AND/OR ITS OFFICERS OR EMPLOYEES OR BY ANY MEMBER OF THE PUBLIC, TO INDEMNIFY AND SAVE THE COUNTY AND

ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS, AND EXPENSES ARISING OUT OF THE NEGLIGENCE, ACTION OR INACTION OF THE A/E. SUCH COSTS ARE TO INCLUDE WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY'S FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO THE A/E'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR), THE COUNTY'S OFFICERS OR EMPLOYEES, THE EMPLOYEES OF ANY OTHER INDEPENDENT CONTRACTORS, OR OCCURRING TO ANY MEMBER OF THE PUBLIC. WHEN THE COUNTY SUBMITS NOTICE OF A CLAIM THAT INITIATES THIS INDEMNITY, THE, A/E SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION AT ITS OWN COST AND EXPENSE.

FOR MATTERS ARISING OUT OF THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, THE A/E WILL INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES TO THE EXTENT THEY ARISE FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E IN THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES UNDER THIS AGREEMENT. SUCH COSTS ARE TO INCLUDE, WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO THE A/E'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR), THE COUNTY'S OFFICERS OR EMPLOYEES, THE EMPLOYEES OF ANY OTHER INDEPENDENT CONTRACTORS, OR OCCURRING TO ANY MEMBER OF THE PUBLIC. WHEN THE COUNTY SUBMITS NOTICE, THE A/E SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR AGREEMENT EXHIBITS SHALL NOT LIMIT THE A/E'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR AGREEMENT EXHIBITS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM THE A/E IS NOT LEGALLY LIABLE, THE A/E'S OBLIGATIONS SHALL BE REDUCED PROPORTIONALLY TO THAT FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THE AGREEMENT BY THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE

CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN THE A/E IN ANY SUCH PROCEEDINGS. A/E SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND LEGAL FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS INVOLVING THE ALLEGATIONS AGAINST THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E.

SECTION XVII

MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XVIII

AUTHORITY OF COUNTY JUDGE; WILLIAMSON COUNTY PROJECT MANAGER

A. Authority of County Judge. The County Judge or his/her designee and/or agent as designated by the County Judge (individually or collectively the "County Judge") shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the A/E. The County Judge's decision shall be final. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Judge in such shall be final and binding alike on both parties hereto. But nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

B. Williamson County Project Manager. County has appointed John Sneed, Senior Director of the Williamson County Emergency Services Department, as its Project Manager and main point of contact on this Project. County reserves the right to appoint or change its project manager at any time during this project upon tendering written notice of such change to A/E.

SECTION XIX

MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations,

discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

SECTION XX

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.

SECTION XXI

VENUE AND GOVERNING LAW

This Contract shall be performable in Williamson County, Texas. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

SECTION XXII

EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement 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.

SECTION XXIII

NO THIRD PARTY BENEFICIARIES

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

SECTION XXIV

CONSTRUCTION

Each party to this Agreement 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.

SECTION XXV

RELATIONSHIP OF THE PARTIES

Each party to this Agreement, 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.

SECTION XXVI

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.

SECTION XXVII

NO WAIVER

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

SECTION XXVIII

EXHIBITS

In addition to the Exhibits referenced herein above, the parties agree that the Agreement Exhibits shall include the following, which are incorporated herein by reference:

Exhibit "E": RFQ No. 09WCRFQ907, including Addenda
Exhibit "F": A/E's SOQ dated July 9, 2009
Exhibit "G": Floor Plan Approved by Williamson County, dated

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control:

a. As between this Agreement and its Exhibits or any other documents which make up this Agreement, this Agreement shall govern.
b. In the event of any conflict, discrepancy, or inconsistency among any of the other Agreement Exhibits, the A/E shall diligently review all such documents and notify the County immediately upon discovery of the same for resolution by the County.
c. Any documents not included or expressly contemplated in this Agreement do not, and shall not, form a part of this Agreement. The Agreement Exhibits are intended to be complimentary, and a requirement in one document shall be deemed a requirement in all documents.

SECTION XXIX

EXECUTION

The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners' Court of Williamson County, Texas, so authorizing. This Agreement shall not become effective until executed by all parties hereto. The A/E's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that A/E has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

WILLIAMSON COUNTY:

By: _____
Dan A. Gattis
Williamson County Judge

Date Signed: _____ ____, 20____

ATTEST:

By: _____
Nancy Rister
Williamson County Clerk

WILLIAMSON COUNTY PROJECT MANAGER:

By: _____
John Sneed, Sr. Director
Williamson County Emergency Services

A/E:

PARSONS COMMERCIAL TECHNOLOGY GROUP INC.

By: _____
Dan Alexander
Vice President

ORIGINAL

Date Signed: DECEMBER 08, 2010

EXHIBIT "A"

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

THE A/E SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ARCHITECT OR ENGINEER PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN THE AGREEMENT.

In consideration of the compensation provided in the Agreement, A/E shall perform the following Scope of Services, based on standard architectural and engineering practices. The parties agree and acknowledge that the following Scope of Services shall control should there be a conflict between the following Scope of Services and the services described in Exhibit "E", RFQ No. 09WCRFQ907 - Including Addenda.

WILLIAMSON COUNTY
Emergency Services Operations Center
Design and Construction Phase Services

Project Description

The Williamson County Emergency Services Operations Center (WC ESOC) is currently planned to be approximately 27,300 GSF and will contain a 911 Call Center and Emergency Operations Center. The WC ESOC will house the 911 Emergency Communications Department and the Office of Emergency Management with adjoining Emergency Operations Center that serves multiple jurisdictions and response agencies throughout Williamson County and the region.

The facility will include at a minimum:

- Dispatch/911/311 call center areas
- Emergency operations center floor
- War room
- Executive conference rooms
- Multiple conference/break-out rooms
- Emergency management manager offices
- Office manager and administrative offices
- Communications director, deputy communications director and
- Locker rooms, bathroom/shower facilities, sleeping and quiet rooms, exercise room
- Kitchen/lunch/break rooms
- Training supervisor office and training areas
- Multi-purpose classroom/conference rooms
- Alternates for additional circulation, increased exercise area, office spaces,
- Sheriff Lieutenant and Sergeant offices

administrative offices

- ITS/GIS, CAD, and TLETS offices
- Quality control and training coordinator offices
- Clerical and reception office spaces
- Radio/recording/cad/911 and 311 technology equipment rooms
- Storage for inventory, supplies and records
- Plans office
- JIC conference room
- ARES room
- Hazmat chief and assistant offices
- Receptionist and mail center offices
- Quiet room
- Building systems and technology spaces
- WCC Health Department office

SCOPE OF SERVICES BY PHASE

A. SCHEMATIC DESIGN (SD)

PROJECT MANAGEMENT AND ADMINISTRATION—PARSONS

- Develop a Project Management Plan to show how the project will be executed, how the team will plan, manage, and implement design services and also outlining the structure of the organization and providing the roles, responsibilities, and authority levels. The plan will include:
    - Client and key personnel contacts
    - Contract summary report
    - Project description and scope
    - Project organization and staffing plan
    - Staff roles and responsibilities budget
    - Change order management
    - Quality management plan
    - Document control plan/approach
    - Matrix of authority
- Establish procedures and reporting requirements for liaison with client and consultant team
- Manage the approved program and budget
- Ensure appropriate quality assurance and quality control process
- Develop schedule showing durations of design documentation phases and approvals, dates for deliverables
- Revise preliminary estimate of construction and reconcile estimate with CM at Risk estimate

ARCHITECT OF RECORD—PARSONS

- Documents and outline specifications including a site plan, building floor plans with any alternates, building sections and exterior elevations, preliminary selections of major building systems and construction materials noted on the drawings or described in writing, furniture selection except specialty furniture in main spaces (Call Center, PSAP, War Room – see Leach Mounce scope)
- Assemble SD submittal for review and approval

STRUCTURAL ENGINEER—PARSONS

- A structural steel framing plan for a one-story building with varying roof heights and varying spans. The framing plan will show general arrangement of the proposed framing members. Member sizes will not be indicated at this level.

- Exterior Wall System will be indicated but not detailed at this stage.
- A foundation plan showing footing types and general arrangement. Sizes will not be shown at this stage.
- To the extent that the equipment requiring foundations is known, a general arrangement of equipment foundations will be shown with no sizes or details.

Schematic Design Structural Deliverables

- General Notes and Symbols
- Foundation and Slab Plan
- Roof Framing Plan
- Equipment Foundations

MECHANICAL AND PLUMBING ENGINEERING—PARSONS

- Design for an HVAC system consisting of an air cooled chilled water system located on grade in a mechanical equipment yard exterior to the building, a variable air volume HVAC system, a hot water boiler for heating purposes, intake filters (HEPA, CBRNE precautions, etc.), HVAC specifications, plans and sections (double line drawings), performance specifications for the control systems (sequence of operation and a points list), and equipment schedules permit.
- Plumbing system design necessary to produce plans, riser diagrams, details, and specifications. Systems include potable water, sanitary sewer, and diesel fuel oil for standby generator.
- Fire protection system(s) (appropriate for various building systems) design necessary to produce hydraulic coverage drawings and performance specifications for a fire protection contractor to provide sealed sprinkler drawings.

ELECTRICAL ENGINEERING—PARSONS

- Power distribution system consisting of a utility transformer (provided by the utility company), generator, UPS, switchgear, and power panels to serve the new building, site lighting and other necessary site equipment. Specifications will be provided for each of the system components as well as procurement specifications for the major equipment. Power plans, single line diagrams, panel schedules, details and sections will be provided to show the design.
- Communications, audio/visual, IS and security systems will be fully designed by others. Parsons will only show the locations for the electrical junction boxes, empty conduits/raceways and power connections as designed and provided by the communications, audio/visual, IS and security system design contractors. The devices, cabling, equipment and specifications will be designed and shown by the respective design contractors
- Lighting system design consisting of interior lighting, emergency egress lighting and site lighting.

- Fire alarm system design consisting of plans showing device locations and a performance specification.
- Grounding system design for the grounding of the new electrical equipment, new building structure and site lighting. Grounding systems shall meet or exceed Motorola R56 grounding standards, where applicable, to accommodate County's radio communications system.
- Lightening protections system design

COST ENGINEERING—PARSONS

Cost model and cost estimate, using CSI format. Budget reconciliation with CMAR.

EMERGENCY CENTER SPECIALIST—LEACH MOUNCE ARCHITECTS

- Site design
- Interior space design and documentation
- Security system design
- Furniture selection for main spaces (Call Center, PSAP, War Room)

AUDIOVISUAL—SHEN MILSOM WILKE

- Audiovisual technology design and specifications and equipment lists detailing each piece of equipment by manufacturer and model number

TELECOMMUNICATIONS INFRASTRUCTURE/CABLE PLANT—SHEN MILSOM WILKE

- Plans and other infrastructure documentation for voice and data systems
- Cable specification

INFORMATION SYSTEMS—SHEN MILSOM WILKE

- Information Systems design
- Information Systems hardware and software general specifications, detailed specifications, equipment lists and software requirements

TOWER AND ANTENNA —SHEN MILSOM WILKE

- Create a performance specification documents package for tower and antenna systems to be provided to qualified specialty contractors specializing in radio antenna and tower construction.

LANDSCAPE ARCHITECT—BWM LANDSCAPE

- Preliminary landscape concept development

CIVIL ENGINEERING—BAKER-AICKLEN

- Site plan based on Project Conceptual Land Plan as revised from the City Pre-Development Meeting
- Utility plans for water (domestic, irrigation and fire service), wastewater taps, and on-site improvements.
- Grading plan including finish floor elevations and details as necessary with layout based on the conceptual land Plan and storm water detained in the on-site pond.
- Topographic Survey
- Tree Survey
- Zoning application.

MOMAN ARCHITECTURE

- Interior public space design
- Shell design participation

B. DESIGN DEVELOPMENT (DD)

PROJECT MANAGEMENT AND ADMINISTRATION—PARSONS

- Manage and coordinate all consultants
- Oversee and coordinate development of the A/E prepared design

ARCHITECT OF RECORD—PARSONS

- Design Development drawings that illustrate and describe the refinement of the design of the project, establishing the scope, relationships, forms, size and appearance of the project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents will include specifications that identify major materials and systems and establish in general their quality levels.
- Assemble DD submittal for review and approval.
- Revise estimate of construction and reconcile estimate with CM at Risk GMP

STRUCTURAL ENGINEER—PARSONS

- A structural steel framing plan for a one-story building with varying roof heights and varying spans. The framing plan will show arrangement of all members including all member sizes, decking properties, and bridging and bracing required to complete the design. Structural sections and details will be included. Specifications will be included for structural steel, open web steel joists, steel deck, and miscellaneous metals.
- Exterior wall designs will be shown from a structural point of view. Sections and details will be included to detail the structural system. If tilt-up concrete wall panels are the chosen system, design criteria will be provided such that the contractor can perform the design and submit for review. Specifications for the materials used in the wall design will be included.
- A foundation plan showing all footings including footing types, sizes, reinforcing and layout. Specifications will be included for cast-in-place concrete, reinforcing, and formwork. Foundation sections and details will be included.
- All equipment foundations and water tank foundation will be shown in plan and section with all details required for construction.

Design Development Structural Deliverables

- General Notes and Symbols
- Foundation and Slab Plan
- Roof Framing Plan
- Truss Elevations and Details
- Structural Steel Sections and Details
- Foundation Sections and Details

- Drilled Pier Details (if required)
- Water Tank Foundation
- Equipment Foundations
- Specifications as follows:
    - Cast-In-Place Concrete
    - Concrete Formwork
    - Concrete Reinforcing
    - Structural Steel
    - Open Web Steel Joists and Joist Girders
    - Steel Deck
    - Miscellaneous Metals

MECHANICAL AND PLUMBING ENGINEERING—PARSONS

- Design for an HVAC system consisting of an air cooled chilled water system located on grade in a mechanical equipment yard exterior to the building, a variable air volume HVAC system, a hot water boiler for heating purposes, HVAC specifications, plans and sections (double line drawings), performance specifications for the control systems (sequence of operation and a points list), and equipment schedules necessary to issue for bid and permit.
- Plumbing system design necessary to produce plans, riser diagrams, details, and specifications for permit and construction. Systems include potable water, sanitary sewer, and diesel fuel oil for standby generators.
- Fire protection system design necessary to produce hydraulic coverage drawings and performance specifications for a fire protection contractor to provide sealed sprinkler drawings. Plans will be bid to turnkey fire protection specialist contractors (Reliable, Grinnell, or equal) for design build installation.

ELECTRICAL ENGINEERING—PARSONS

- Power distribution system consisting of a utility transformer (provided by the utility company), generator, UPS, switchgear, and power panels to serve the new building, site lighting and other necessary site equipment. Construction specifications will be provided for each of the system components as well as procurement specifications for the major equipment. Power plans, single line diagrams, panel schedules, details and sections will be provided to show the design.
- Communications, audio/visual, IS and security systems will be fully designed by others. Parsons will only show the locations for the electrical junction boxes, empty conduits/raceways and power connections as designed and provided by the communications, audio/visual, IS and security system design contractors. The devices, cabling, equipment and specifications will be designed and shown by the respective design contractors
- Lighting system design consisting of interior lighting, emergency egress lighting and site lighting.

- Fire alarm system design consisting of plans showing device locations and a performance specification. Plans will be bid to a turnkey fire alarm contractor for design build installation.
- Grounding system design for the grounding of the new electrical equipment, new building structure and site lighting.
- Lightening protections system design

COST ENGINEERING—PARSONS

Budget reconciliation with CMAR.

EMERGENCY CENTER SPECIALIST—LEACH MOUNCE ARCHITECTS

- Interior space planning consulting
- Site design consulting
- Security system design
- Furniture selection for main spaces (Call Center, PSAP, War Room)

AUDIOVISUAL—SHEN MILSOM WILKE

- Audiovisual technology construction document package and specifications and equipment lists detailing each piece of equipment by manufacturer and model number

TELECOMMUNICATIONS INFRASTRUCTURE/CABLE PLANT—SHEN MILSOM WILKE

- Plans and other infrastructure documentation for voice and data systems
- Cable specification

INFORMATION SYSTEMS—SHEN MILSOM WILKE

- Information Systems design
- Information Systems hardware and software general specifications, detailed specifications, equipment lists and software requirements

TOWER AND ANTENNA —SHEN MILSOM WILKE

- Performance specification for tower and antenna.

LANDSCAPE ARCHITECT—BWM LANDSCAPE

- Landscape permit drawings

CIVIL ENGINEERING—BAKER-AICKLEN

- Site plan.
- Utility plan with a water model for the fire line.

- Paving, grading, & drainage plan to include curb elevations, slopes, wall elevations (if any), finish floor elevations, and details as necessary. Pavement section will be based upon Williamson County's recommendations.
- Temporary erosion and sedimentation control plan with approved City details.
- Tree protection plan with appropriate City details.
- City Site Plan
- Site Development Permit Processing Coordination

C. CONSTRUCTION DOCUMENTS (CD)

PROJECT MANAGEMENT AND ADMINISTRATION—PARSONS

- Manage and coordinate all consultants
- Oversee and coordinate development of the A/E prepared design
- Permitting review assistance

ARCHITECT OF RECORD—PARSONS

- CD drawings and specifications and project manual describing in detail the requirements for construction of the project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.
- Document permitting

STRUCTURAL ENGINEER—PARSONS

- A structural steel framing plan for a one-story building with varying roof heights and varying spans. The framing plan will show arrangement of all members including all member sizes, decking properties, and bridging and bracing required to complete the design. Structural sections and details will be included. Specifications will be included for structural steel, open web steel joists, steel deck, and miscellaneous metals. All of the above will have been completely checked, sealed, and issued for construction.
- Exterior wall designs will be shown from a structural point of view. Sections and details will be included to detail the structural system. If tilt-up concrete wall panels are the chosen system, design criteria will be provided such that the contractor can perform the design and submit for review. Specifications for the materials used in the wall design will be included. All of the above will have been completely checked, sealed, and issued for construction.
- A foundation plan showing all footings including footing types, sizes, reinforcing and layout. Specifications will be included for cast-in-place concrete, reinforcing, and formwork. Foundation sections and details will be included. All of the above will have been completely checked, sealed, and issued for construction.
- All equipment foundations and water tank foundation will be shown in plan and section with all details required for construction. All of the above will have been completely checked, sealed, and issued for construction.

Construction Development Structural Deliverables - Checked, Sealed, and Issued for Construction

- General Notes and Symbols
- Foundation and Slab Plan
- Roof Framing Plan
- Truss Elevations and Details

- Structural Steel Sections and Details
- Foundation Sections and Details
- Drilled Pier Details (if required)
- Water Tank Foundation
- Equipment Foundations
- Specifications as follows:
    - Cast-In-Place Concrete
    - Concrete Formwork
    - Concrete Reinforcing
    - Structural Steel
    - Open Web Steel Joists and Joist Girders
    - Steel Deck
    - Miscellaneous Metals

MECHANICAL AND PLUMBING ENGINEERING—PARSONS

- Design for an HVAC system consisting of an air cooled chilled water system located on grade in a mechanical equipment yard exterior to the building, a variable air volume HVAC system, a hot water boiler for heating purposes, HVAC specifications, plans and sections (double line drawings), performance specifications for the control systems (sequence of operation and a points list), and equipment schedules permit.
- Plumbing system design necessary to produce plans, riser diagrams, details, and specifications for permit and construction. Systems include potable water, sanitary sewer, and diesel fuel oil for standby generators.
- Fire protection system design necessary to produce hydraulic coverage drawings and performance specifications for a fire protection contractor to provide sealed sprinkler drawings. Plans will be bid to turnkey fire protection specialist contractors (Reliable, Grinnell, or equal) for design build installation.

ELECTRICAL ENGINEERING—PARSONS

- Power distribution system consisting of a utility transformer (provided by the utility company), generator, UPS, switchgear, and power panels to serve the new building, site lighting and other necessary site equipment. Specifications will be provided for each of the system components as well as procurement specifications for the major equipment. Power plans, single line diagrams, panel schedules, details and sections will be provided to show the design.
- Communications, audio/visual, IS and security systems will be fully designed by others. Parsons will only show the schematic locations for the electrical junction boxes, empty conduits/raceways and power connections as designed and provided by the communications,

audio/visual, IS and security system design contractors. The devices, cabling, equipment and specifications will be designed and shown by the respective design contractors

- Lighting system design consisting of interior lighting, emergency egress lighting and site lighting.
- Fire alarm system design consisting of plans showing device locations and a performance specification. Plans will be bid to a turnkey fire alarm contractor for design build installation.
- Grounding system design for the grounding of the new electrical equipment, new building structure and site lighting.
- Lightening protections system design

EMERGENCY CENTER SPECIALIST—LEACH MOUNCE ARCHITECTS

- Interior space planning consulting
- Site design consulting
- Security system design
- Permitting review assistance
- Furniture selection for main spaces (Call Center, PSAP, War Room)

AUDIOVISUAL—SHEN MILSOM WILKE

- Audiovisual technology construction document package and specifications and equipment lists detailing each piece of equipment by manufacturer and model number
- Provide a list of pre-qualified systems contractors (3-4) competent to perform the audiovisual systems implementation and facilitate WC's evaluation of the bid returns

TELECOMMUNICATIONS INFRASTRUCTURE/CABLE PLANT—SHEN MILSOM WILKE

- Plans and other infrastructure documentation for voice and data systems
- Cable specification

INFORMATION SYSTEMS—SHEN MILSOM WILKE

- Information Systems design
- Information Systems hardware and software general specifications, detailed specifications, equipment lists and software requirements

TOWER AND ANTENNA —SHEN MILSOM WILKE

- Performance specification documents package for tower and antenna systems to be provided to qualified specialty contractors specializing in radio antenna and tower construction.

LANDSCAPE ARCHITECT—BWM LANDSCAPE

- Construction documents

CIVIL ENGINEERING—BAKER-AICKLEN

- Construction Documents (CD)
    - Site plan with finalized tables, calculations, notes, etc.,
    - Utility plans for water and wastewater taps and on-site improvements.
    - Grading & drainage plan.
- CD Erosion/Sedimentation and Project Report
- Water Quality per TCEQ and City Standards
- Construction Cost Estimate for public improvements and site construction cost estimate.
- Specifications
- Storm Water Detention & Water Quality maps, drawing, and details
- CD Erosion/Sedimentation and Project Report
- Water Quality per TCEQ and City Standards
- Storm Water Detention & Water Quality maps, drawing, and details
- Coordinate with ATMOS Gas to re-locate existing gas line
- Water Pollution Abatement Plan (WPAP).
- Storm water Pollution Prevention Plan (SWPPP)
- Construction Cost Estimate for public improvements and site construction cost estimate.
- Specifications

MOMAN ARCHITECTURE

- Permit expediting
- Site rezoning

D. BIDDING AND CONTRACTING

ALL DISCIPLINES

- Bidding review assistance

E. CONSTRUCTION ADMINISTRATION (CA)

PROJECT MANAGEMENT AND ADMINISTRATION—PARSONS

- Manage and coordinate all consultants
- Oversee and coordinate administration of the A/E prepared design
- Approve CM Applications for Payment

ARCHITECT OF RECORD—PARSONS

- Interpret drawings and specifications
- Visit construction site on a regular basis
- Observe construction for general conformity to contract documents
- Review of contractor submittals and shop drawings
- Regular attendance at Owner/Architect/Contractor meetings
- Respond to Requests for Information
- Issue sketches and directives for changes to documents as work progresses
- Coordinate and assemble Punch list
- Project Closeout

STRUCTURAL ENGINEER—PARSONS

- Engineering support during construction (submittal review, answering of contractor questions, as-builts).

MECHANICAL AND PLUMBING ENGINEERING—PARSONS

- Engineering support during construction (submittal review, site visits during construction, answering of contractor questions, as-builts). Fire protection contractor will provide as-builts reviewed by Parsons.

ELECTRICAL ENGINEERING—PARSONS

- Engineering support during construction will include vendor and contractor submittal reviews, site visits during construction, answering of contractor questions and as-built drawings based on incorporating the site electrical contractor markup

EMERGENCY CENTER SPECIALIST—LEACH MOUNCE ARCHITECTS

- Interpret drawings and specifications
- Respond to Requests for Information
- Issue sketches and directives for changes to documents as work progresses
- Coordinate and assemble Punch list

- Review of contractor submittals and shop drawings

AUDIOVISUAL, TELECOMMUNICATIONS INFRASTRUCTURE/CABLE PLANT, INFORMATION SYSTEMS, ACOUSTICS, TOWER AND ANTENNA —SHEN MILSOM WILKE

- Interpret drawings and specifications
- Observe construction for general conformity to contract documents
- Review of contractor submittals and shop drawings
- Respond to Requests for Information
- Issue sketches and directives for changes to documents as work progresses
- Coordinate and assemble Punch list
- Project Closeout

LANDSCAPE ARCHITECT—BWM LANDSCAPE

- Interpret drawings and specifications
- Observe construction for general conformity to contract documents
- Review of contractor submittals and shop drawings
- Respond to Requests for Information
- Issue sketches and directives for changes to documents as work progresses
- Coordinate and assemble Punch list
- Project Closeout

CIVIL ENGINEERING—BAKER-AICKLEN

- Issue Engineer’s concurrence letters upon satisfactory completion by the Contractor.
- Interpret drawings and specifications
- Observe construction for general conformity to contract documents
- Review of contractor submittals and shop drawings
- Respond to Requests for Information
- Issue sketches and directives for changes to documents as work progresses
- Record drawing plans
- Coordinate and assemble Punch list
- Project Closeout

Exhibit "B"

Hourly Rates

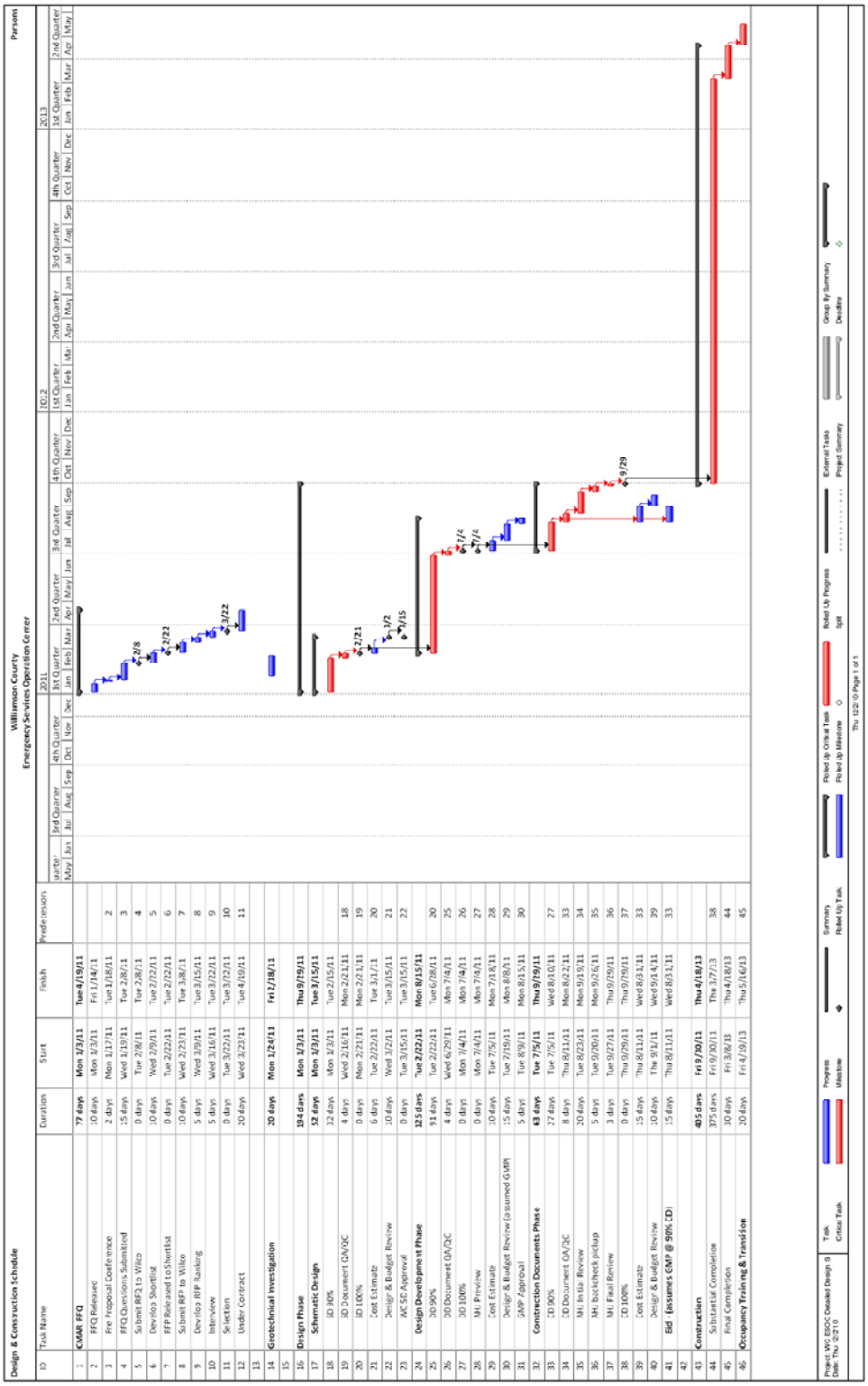
Parsons			Moman	
Project Executive	150.00		Principal	135.00
Senior Project Manager	100.00		Sr. Project Manager	110.00
Project Manager/Project Architect	85.00		Project Manager	85.00
Architect	75.00		Interior Designer	85.00
Interior Design Specialist	60.00		Designer II	75.00
Financial Coordinator	45.00		Designer I	60.00
Student	30.00		Administrative/Clerical	55.00
Sr Supervising Mech Engineer	150.00			
Sr Supervising Struc. Engineer	135.00		**Baker-Aicklen**	
Principal Architect Shell Hardening	120.00		OFFICE PERSONNEL SERVICES	
Supervising Mech Engineer	140.00		Sr. Project Manager	150.00
Mechanical Engineer	95.00		Project Manager	140.00
Supervising Electrical engineer	135.00		Sr. Project Engineer/Surveyor/Planner	130.00
Principal Electrical Engineer	150.00		Sr. Project Engineering/Surveying/Planning/GIS Coordinator	125.00
Electrical Engineer	110.00		Project Engineer/Surveyor/Planner	120.00
			Project Engineering/Surveying/Planning/GIS Coordinator	115.00
SM&W			Sr. Project Engineering/Surveying/Planning/GIS Designer	110.00
Pricipals	150.00		Sr. Project Engineering/Surveying/Planning/GIS Associate	105.00
Senior Associates	145.00		Project Engineering/Surveying/Planning/GIS Designer	100.00
Associates			Engineering/Surveying/Planning/GIS	

	115.00		Associate	95.00
Staff Consultants	110.00		Engineering/Surveying/Planning/GIS Assistant	90.00
Staff	82.00		Sr. Engineering/Surveying/GIS CAD Technician	80.00
			Engineering/Surveying/GIS CAD Technician	70.00
Leach Mounce			CAD/GIS Computer Operator	60.00
A. DESIGN/TECHNICAL STAFF HOURLY RATE			Administrative Assistant	55.00
1. Principal in Charge	150.00		Expert Witness/Testimony/Deposition Services	2X Rate
2. Project Manager	150.00		Department Manager/Assistant Branch Manager	185.00
3. Project Architect	150.00		Branch Manager	200.00
4. Specifications/Designer/Interior Designer/Landscape Architect/Programming/Field Admin.	125.00		Principal (as appropriate)	220.00
5. Technical lll - Senior CADD/Job Captain	100.00		FIELD PARTY SERVICES	
6. Technical ll - Intermediate CADD Operator	80.00		1-Man Field Party	75.00
7. Technical I - Junior CADD Operator	60.00		2-Man Field Party	125.00
B. SUPPORT STAFF HOURLY RATE			3-Man Field Party	165.00
1. Support III-Controller	120.00		4-Man Field Party	205.00
2. Support II-Administrative/Accounting/Word Processing	100.00			
3. Support I-Clerical & General Office	55.00		**BWM**	
			Principal Planner/Landscape Architect/Architect:	150.00
			Senior Project Manager Planner/Landscape Architect/Architect	135.00
			Project Manager Planner/ Landscape Architect/Architect	125.00
			Staff Planner/ Designer	100.00
			Administrative	55.00

Note 1: Hourly rates include office overhead, employee salary and benefits, and company profits.

Note 2: Hourly rates are applicable from the date of the last party's execution of this Agreement until eighteen months thereafter.

Exhibit "C"
Schedule



ID	Task Name	Duration	Start	Finish	Predecessors
1	**ICMAR RFQ**	**77 days**	**Mon 1/3/11**	**Tue 4/19/11**	
2	RFQ Released	10 days	Mon 1/3/11	Fri 1/14/11	
3	Pre Proposal Conference	2 days	Mon 1/17/11	Tue 1/18/11	2
4	RFQ Questions Submitted	15 days	Wed 1/19/11	Tue 2/8/11	3
5	Submit RFQ to Wilco	0 days	Tue 2/8/11	Tue 2/8/11	4
6	Develop Shortlist	10 days	Wed 2/9/11	Tue 2/22/11	5
7	RFP Released to Shortlist	0 days	Tue 2/22/11	Tue 2/22/11	6
8	Submit RFP to Wilco	10 days	Wed 2/23/11	Tue 3/8/11	7
9	Develop RFP Ranking	5 days	Wed 3/9/11	Tue 3/15/11	8
10	Interview	5 days	Wed 3/16/11	Tue 3/22/11	9
11	Selection	0 days	Tue 3/22/11	Tue 3/22/11	10
12	Under Contract	20 days	Wed 3/23/11	Tue 4/19/11	11
13					
14	**Geotechnical Investigation**	**20 days**	**Mon 1/24/11**	**Fri 2/18/11**	
15					
16	**Design Phase**	**194 days**	**Mon 1/3/11**	**Thu 9/29/11**	
17	**Schematic Design**	**52 days**	**Mon 1/3/11**	**Tue 3/15/11**	
18	SD 30%	12 days	Mon 1/3/11	Tue 2/15/11	
19	SD Document QA/QC	4 days	Wed 2/16/11	Mon 2/21/11	18
20	SD 100%	0 days	Mon 2/21/11	Mon 2/21/11	19
21	Cost Estimate	6 days	Tue 2/22/11	Tue 3/1/11	20
22	Design & Budget Review	10 days	Wed 3/2/11	Tue 3/15/11	21
23	ACSE Approval	0 days	Tue 3/15/11	Tue 3/15/11	22
24	**Design Development Phase**	**125 days**	**Tue 2/22/11**	**Mon 8/15/11**	
25	DD 90%	91 days	Tue 2/22/11	Tue 6/28/11	20
26	DD Document QA/QC	4 days	Wed 6/29/11	Mon 7/4/11	25
27	DD 100%	0 days	Mon 7/4/11	Mon 7/4/11	26
28	MH Preview	0 days	Mon 7/4/11	Mon 7/4/11	27
29	Cost Estimate	10 days	Tue 7/5/11	Mon 7/18/11	28
30	Design & Budget Review (assumed GMP)	15 days	Tue 7/19/11	Mon 8/8/11	29
31	GMP Approval	5 days	Tue 8/9/11	Mon 8/15/11	30
32	**Construction Documents Phase**	**63 days**	**Tue 7/5/11**	**Thu 9/29/11**	
33	CD 90%	17 days	Tue 7/5/11	Wed 8/10/11	27
34	CD Document QA/QC	8 days	Thu 8/11/11	Mon 8/22/11	33
35	MH Initial Review	20 days	Tue 8/23/11	Mon 9/19/11	34
36	MH Backcheck pickup	5 days	Tue 9/20/11	Mon 9/26/11	35
37	MH Final Review	3 days	Tue 9/27/11	Thu 9/29/11	36
38	CD 100%	0 days	Thu 9/29/11	Thu 9/29/11	37
39	Cost Estimate	15 days	Thu 8/11/11	Wed 8/31/11	33
40	Design & Budget Review	10 days	Thu 9/1/11	Wed 9/14/11	39
41	**Bid - (assumes GMP @ 90% CD)**	**15 days**	**Thu 8/11/11**	**Wed 8/31/11**	33
42					
43	**Construction**	**405 days**	**Fri 9/30/11**	**Thu 4/18/13**	
44	Substantial Completion	375 days	Fri 9/30/11	Thu 3/7/13	38
45	Final Completion	30 days	Fri 3/8/13	Thu 4/18/13	44
46	**Occupancy Training & Transition**	20 days	Fri 4/19/13	Thu 5/16/13	45

Exhibit "D"

Insurance Requirements

During the term of this Agreement, A/E agrees to provide and maintain the following insurance:

A. Worker's Compensation in accordance with statutory requirements.
B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate. A/E shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
D. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

A/E shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by County. A/E 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 and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E 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. A/E shall furnish County with a certification of coverage issued by the insurer. A/E 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 agreed to and hereby acknowledged by the A/E, that no provision of this Agreement shall be construed to require the County 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 Agreement and/or Exhibits which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

Exhibit "E"

RFQ No. 09WCRFQ907 - Including Addenda

WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

http://www.williamson-county.org/Purchasing

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR THE WILLIAMSON COUNTY EMERGENCY SERVICES OPERATIONS CENTER

RFQ NUMBER: 09WCRFQ907

QUALIFICATION SUBMITTALS MUST BE RECEIVED ON OR BEFORE:
July 9, 2009 – 2:00 PM

QUALIFICATION SUBMITTALS WILL BE PUBLICLY RECOGNIZED:
July 9, 2009 – 2:00 PM

Williamson County is seeking qualifications from experienced firms specializing in Combined Emergency Operations and 9-1-1 Emergency Communications Centers to provide professional Architectural/Engineering (also referred to herein as "A/E") design services and construction administration services for the Williamson County Emergency Services Operations Center ("WC ESOC").

Statements of Qualifications (SOQs) shall be submitted to Williamson County Purchasing Department, 301 SE Inner Loop, Ste. 106, Georgetown, Texas 78626 by **2:00 PM CST on Thursday, July 9, 2009.** Seven (7) bound copies (1 original and 6 copies), each with a PDF file of the SOQ on CD, shall be submitted.

Project Contacts

Technical Contacts:
John Sneed, Executive Director of Emergency Services
Phone: (512) 943-1264
jsneed@wilco.org

Patrick Cobb, Director, Emergency Communications
Phone: (512) 943-1206
pcobb@wilco.org

Purchasing Contact:
Jonathan Harris – Assistant Purchasing Agent
Phone: (512) 943-1692
joharris@wilco.org

Project Information

General

Williamson County intends to establish a contract with one firm to provide professional Architectural/Engineering design services for the WC ESOC.

For purposes of this RFQ, Architect/Engineer or A/E means a person registered as an architect pursuant to Chapter 1051 of the Texas Occupations Code, as a landscape architect pursuant to Chapter 1052 of the Texas Occupations Code, and/or a person licensed as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code, or a firm retained by Williamson County to provide professional architectural and/or engineering services and exercising overall responsibility for the design services for the WC ESOC, and performing certain contract administration responsibilities during the construction phase of the said project.

All Studies, Reports, Plans, and Specifications must be prepared, signed, stamped, and sealed in accordance with the State of Texas rules and regulations regarding applicable professional practice.

Project

Williamson County has dedicated Executive level support to develop a brand new facility using industry standard “best practices”. Williamson County Executives and staff strongly desire, and intends on this facility when completed, to be considered a *National Model* for the operational philosophy, critical elements and systems (C4i) required for the successful delivery of emergency communications and emergency management; command, control, computers, communications, and intelligence.

The WC ESOC will house the 9-1-1 Emergency Communications Department and the Office of Emergency Management with adjoining Emergency Operations Center that serves multiple jurisdictions and response agencies throughout Williamson County and the region. Additionally, along with enhancing interoperability for this region and enhancing both tactical and strategic incident management capabilities, it is envisioned that this combined 9-1-1 Center/EOC will be an information sharing hub, with connectivity to many local, state, and federal agencies. Williamson County does desire the opportunity to design and operate the 9-1-1 Center/EOC in

such a manner as to support a 24/7/365 *All-Hazards Fusion Center* capable of both real-time and post-event analysis.

The facility will include at a minimum: dispatch area, 9-1-1/3-1-1 call center areas, emergency operations center floor, executive conference rooms, multiple conference/break-out rooms, Emergency Management Coordinator and administrative offices, 9-1-1 Director and supervisor administrative offices, technology management offices, quality assurance and training coordinator offices, clerical and reception office spaces, radio/recording/CAD/9-1-1 & 3-1-1 technology equipment rooms, storage for inventory, supplies and records, locker rooms, bathroom/shower facilities, sleeping & quiet rooms, kitchen, lunch/break rooms, training areas, multi-purpose classroom/conference rooms.

It is possible that a communications tower will be included in the design.

It should also be noted that future expansion capability of this facility is important to include in the design.

The overall goal of the project is to have a completed facility by the end of December 2012.

CM-R (Construction Manager at Risk) is Williamson County's preferred delivery method for this project; provided, however, Williamson County reserves the right to review and select any other delivery method allowed by law for the construction of the WC ESOC.

Scope of Services

Williamson County has developed an Executive Level Project Steering Committee. This Executive Committee is comprised of elected or appointed officials and executive level managers. Subsequent to the Executive Committee, a Project Management Team has been created with a Project Manager named as the primary point of contact for Williamson County. This department director level Project Management Team is comprised of select Williamson County staff and others who are subject matter experts in the fields of emergency services.

The attached Contract for Professional Architectural and Engineering Services for Williamson County Emergency Services Operations Center, which more thoroughly sets forth the different phases of the work, will be executed by Williamson County and the selected A/E.

The first phase of the project shall be the Programming Phase. The site for the WC ESOC has not been chosen. Site Evaluations and Master Planning will be included in this first phase.

Programming Phase shall generally include:

1. A/E shall meet with County staff and other entities involved in the project to determine needs, including spatial and develop building program(s) for projected needs.

2. Comparative site evaluations between various currently owned County property and determine best possible site to include Master Site Plan.

3. Prepare preliminary estimate of construction cost.

4. Prepare preliminary estimate of Furnishings, Fixtures & Equipment (FF&E)

5. Provide up to three (3) separate presentations to County Project Management Team and Williamson County Executive Steering Committee.

6. Work with local government bodies, cities, and local utilities in relation to the Project.

Once the Programming Phase is complete and a site has been selected, the Design Phase, Construction Document Phase, Bidding/Proposal Phase and the Construction Administration Phase shall follow. Disciplines required include, but are not limited to: Civil, Landscape, Structural, Architectural, Mechanical, Plumbing, Electrical, Specialties (including, but not limited to: voice/data wiring, audio/visual equipment, telephone equipment, radio equipment, force protection, fire protection, security, and lightning protection) 9-1-1 Center and Emergency Operations Center related FF&E.

The said phases shall include, at a minimum, the following:

Schematic Design:

1. Based on mutually agreed-upon program, prepare, for review and approval, Schematic Design Documents.

2. Revise preliminary estimate of construction cost.

Design Development Phase:

1. Based on an approved Schematic Design documents, A/E shall prepare Design Development Documents to fix and describe the size and character of the project, including civil, architectural, structural, mechanical, electrical, and specialty systems and materials.

2. Provide Design Development submittal for review and approval. Submittal shall include, as a minimum, a master site plan, floor plans, elevations, furniture and equipment plans, and revised preliminary cost estimate.

3. Provide up to three (3) separate presentations to Williamson County Project Management Team and Williamson County Executive Steering Committee.

Construction Document Phase:

1. Provide construction document drawings and specifications including the furniture related FF&E items (including fixed and movable furniture and equipment).

2. Provide a detailed final construction cost estimate to include contingencies.

3. Provide up to three (3) separate presentations to Williamson County Project Management Team and Williamson County Executive Steering Committee. Presentations shall include furniture and finish colors and materials.

4. Obtain approvals from review and permitting authorities (local planning & building department, OCRM, DHEC, etc.)

Bidding Phase:

1. Assist in coordination of Project Manual with Information for Bidders/Proposers and Contract.

2. Attend pre-bid/pre-proposal conference and prepare answers to Bidder/Proposer questions.

3. Prepare addenda, review prior approval requests.

4. Make recommendations on Bids/Proposals received.

5. Re-design/re-bid of facility if low bid or proposal exceeds Williamson County's construction budget at no additional cost to Williamson County.

Construction Administration Phase:

1. Attend pre-construction conference and up to two (2) on-site field meetings and inspections per week.

2. Shop drawing and submittal review.

3. Provide site observations and/or inspections as required by Williamson County.

4. Answer Contractor RFI's resolve field/design issues.

5. Prepare supplemental instructions and sketches.

6. Review contractor Applications for Payment and recommend for approval.

7. Provide substantial and final completion inspections and prepare punch lists.

8. Review and approve a final report of inspections.

9. Provide independent estimates on Proposed Change Orders. Williamson County will negotiate Change Orders with the Contractor and the A/E will provide support.

Additional Services

Additional services that **<u>may</u>** be required include, but are not limited to, any of the following:

A. Renderings

B. Communications Tower Design

C. Emergency Services Administration Building Design

D. Combination EMS Warehouse and Wireless Communications Building Design

Basic Understanding
Selected A/E shall represent Williamson County as their agent in any required approvals processes, presentations, or meetings, and promote Williamson County's best interest. A/E is responsible for submitting and presenting a minimum of three progress packages, at the appropriate phases of design. A/E shall assist contractor in obtaining all necessary permits. During construction, A/E will participate in weekly project reviews with Williamson County, as well as perform standard construction administration services.

<u>Mandatory</u> Pre-Qualification Meeting
All vendors submitting to this RFQ must attend in-person or via telephone, the Pre-Qualification Meeting at **2:00 PM CST on June 17, 2009,** at the Inner Loop Annex, 301 SE Inner Loop, Suite 108, Georgetown, TX 78626. At this time, vendors will be able to find out

more about the project and ask any questions in reference to the project and/or RFQ. If you plan on attending via telephone, please contact Jonathan Harris in Purchasing (512-943-1692) **at least one (1) day prior** to the meeting, to obtain conference telephone information.

If a vendor submits to the RFQ, but does not attend the Pre-Qualification Meeting, their submittal will not be accepted for evaluation.

Evaluation Criteria

Each response to this Request for Qualifications will be subject to the same review and assessment process. SOQs will be evaluated on the basis of the Firm's technical capability and experience.

All firms submitting qualifications must provide at a minimum, their firm's expertise and capabilities as they relate to the following points A-E. All firms will be evaluated on these five (5) items.

A. Professional Qualifications

Provide documentation of the firm's capability and experience. Include:

1. Demonstration of firm's ability, including consultants, to perform the indicated services.
2. Organization Chart of the proposed team.
3. Resumes of team members, including consultants, proposed for these services. Include position, education level, professional credentials, and related experience.
4. For the offices proposed to provide these services:
    a. Number and discipline of Professional staff employees.
    b. Number of Non-Professional staff employees.
    c. Total number of staff, including administration, employees.

Williamson County desires to employ a firm that specializes in hardened emergency operations and 9-1-1 emergency communications centers.

B. Specific Experience

Provide recent experience (within the past 5 years) of the design team members, individually and collectively as a team in the following categories, which are listed in order of importance:

1. 24/7/365 operating 9-1-1 Emergency Communications and Dispatch Centers with minimum on-duty staffing of ten (10) 9-1-1 call taker positions, fifteen (15) radio dispatch positions, and annual 9-1-1 call volume of at a minimum 150,000 emergency calls for service.
2. 24/7/365 operating *Fusion Centers* performing both real-time and post event analysis functions.
3. Emergency Operations Centers capable of 24/7 self-sustained operations supporting at a minimum 50 personnel for 120 hours.
4. County and Municipal Public Safety Buildings with project costs at a minimum of $10 million minus FF&E costs (furnishings, fixtures & equipment)

C. Performance

Provide past performance ratings by government agencies and private industry with respect to work quality, performance, compliance with schedules and cost control. Provide a listing of all excellent performance ratings and letters of commendation from both private and government clients (designate your role, consultant or joint venture partner). These ratings should be dated 2000 or later. Provide a list of projects of various sizes managed by the proposed Project Team that started construction since January 2000 and, at a minimum, include the following data: current and correct client contact data, client's required completion date, design completion date, and final cost estimate compared to the contract award amount (note whether bid or negotiated). Provide brief narrative of each project listed identifying project management team practices (composition and communications plans), original project vision, scope of services performed, and final outcome of project. Describe in detail any change orders, budget adjustments or cost overruns, and any litigation or breach of contract notices.

D. Capacity

Outline of the firm's workload and ability to respond to Williamson County project requirements. The successful firm must be able to demonstrate their ability to perform the work in a timely manner. Williamson County desires to have a dedicated project team for the duration of the project.

E. Location

Provide knowledge of local site conditions and applicable regulatory requirements, and the ability of the firm to ensure timely response to requests for on-site support.

The successful firm should provide a detailed explanation of the proposed communications plan, project management scheme, and on-site support capabilities if principal offices are located outside of Williamson County, Texas. If a joint venture partnership with a local firm is the proposed solution, describe the relationship between the partnership and Williamson County in detail.

Selection Process

Firms are advised that the selection committee, at its option, may recommend a contract strictly on the basis of the initial SOQs, or in addition, may have interviews with firms to determine its final recommendation. The selection committee will present its recommendation to the Williamson County Commissioners Court for approval.

Compensation Information & Fees

Fee negotiations will be initiated once the top firm is selected. If negotiations for acceptable fees are not successful, another firm will be selected and negotiations will be initiated with the second firm. The contract award will be made by the Williamson County Commissioners Court.

Proposal Format and Due Date

Open format is acceptable, but please be succinct and follow and answer the criteria outlined in the Evaluation Criteria.

SOQs must be received in the Williamson County Purchasing Department **on or before 2:00 PM CST on Thursday, July 9, 2009**. **SOQs will be publicly recognized at 2:00 pm or soon thereafter** in the Williamson County Purchasing Department located in the Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.

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Seven (7) individually bound copies of the firm's/team's response are required (1 original and 6 copies), each with a PDF file of the SOQ on CD. The response must be marked "original" or "copy". All responses must be returned in a sealed envelope with the Request for Qualifications (RFQ) name, number, and recognition date clearly marked on the outside. If an overnight delivery service is used, the RFQ name, number, and recognition date must be clearly marked on the outside of the delivery service envelope.

Please limit your Statement of Qualifications (SOQ) to:

- Forty (40) 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
- Incorporate the least amount of plastic/laminate or other non-recyclable binding materials
- 12-pitch font size
- Single-sided

To accommodate Williamson County in evaluating submittals, please concisely answer all of the Evaluation Criteria (A through E), following the listed order and criteria headings found on the preceding pages of this RFQ.

Sealed SOQs must be hand-delivered or mailed to:

Williamson County Purchasing Department
Attn: Jonathan Harris
Williamson County Inner Loop Annex
301 SE Inner Loop, Suite 106
Georgetown, Texas 78626

Late Submissions
Qualifications received after the submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

Respondent's Acceptance
By submitting a response to this RFQ, the firm certifies that it has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

Texas Public Information Act
Williamson County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statues, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

Commitment
Respondent understands and agrees that this SOQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this SOQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

Williamson County Conflict of Interest Statement
On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by Williamson County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest. **A blank copy of this affidavit can be found on the following page of this RFQ**

package. Respondents should complete this form and submit it as a part of their SOQ response to this RFQ.

WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:
Name of Company:
Date:
Signature of person submitting form: _____

Notarized:

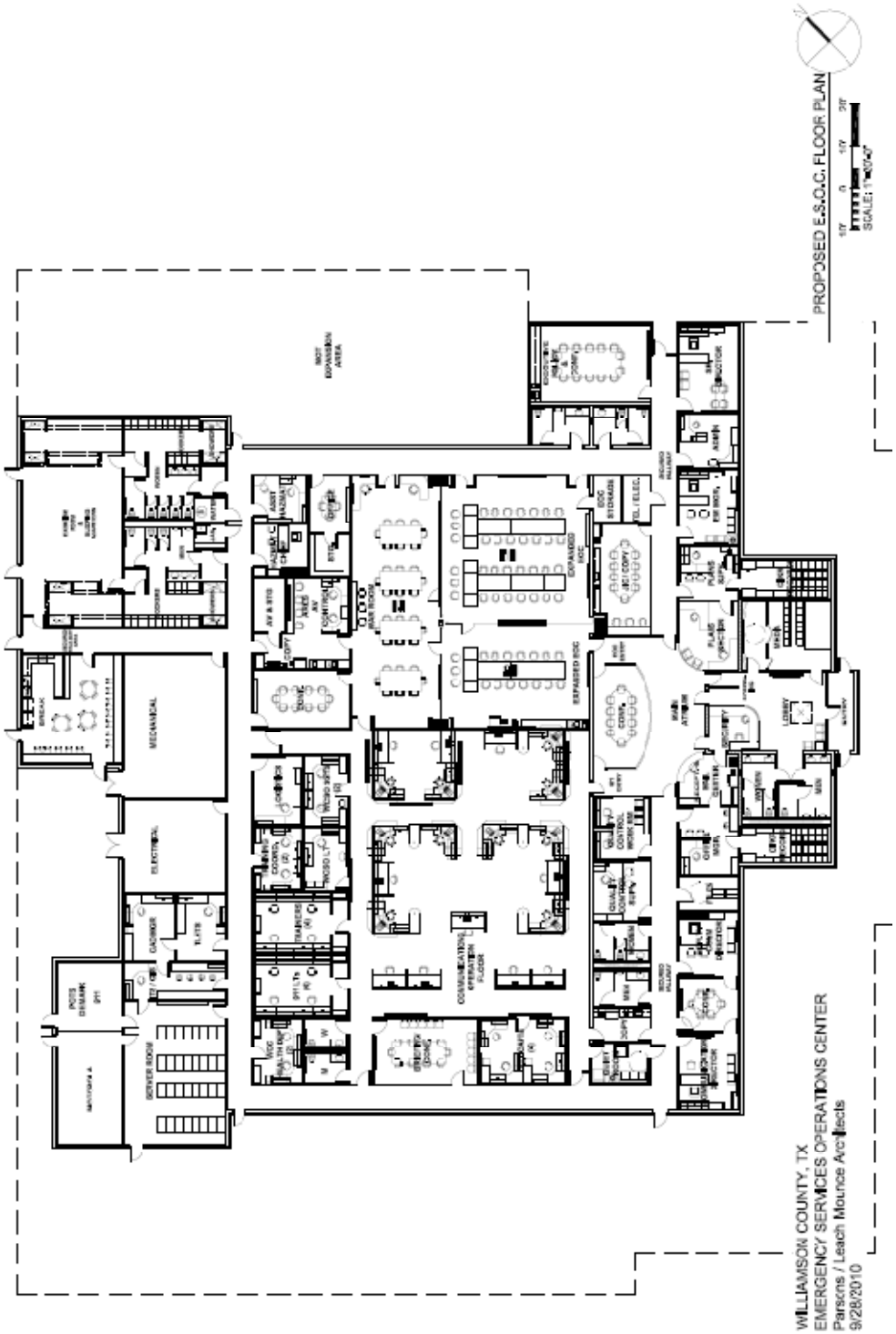
Sworn and subscribed before me by:_____ **on _____.** **(date)**

Exhibit “F”

A/E’s SOQ dated July 9, 2009

Exhibit "G"

Williamson County ESOC Floor Plan
Approved September 28, 2010



Contract Towing
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Brenda Fuller, Purchasing
Submitted For: Kerstin Hancock
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding bids received for Contract Towing to the low bids meeting specifications (complete list filed with official minutes)

Background

Areas Southwest Class B, Northeast Class A & B, and Northwest Class B were re-bid in order to increase competition as no submittals were received during the annual bid process last summer.

This time bids were received for all above-referenced areas, however, various bidders did not meet specifications (see explanation on bid tablulation) resulting in no qualifying vendor for area Northwest Class B. This area will be covered by towing vendor from the Sheriff's Office's rotation tow list.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Bid Tab Contract Towing

Form Routing/Status

Form Started By: Brenda Fuller
Started On: 12/08/2010 02:41 PM
Final Approval Date: 12/09/2010

WILLIAMSON COUNTY

CONTRACT TOWING SERVICES FOR WILLIAMSON COUNTY

BID NUMBER: 11WCA039 A

Contract Period December 07, 2010 through September 30, 2011

Recommended award: Customz Wrecker- primary Southwest Class B
CE Cedar Park Wrecker - secondary Southwest Class B
Cen-Tex Towing - primary Northeast Class A
primary Northeast Class B

SOUTHWEST CLASS B					
	Bulldog Recovery	Cen-Tex Towing	CE Cedar Park Wrecker	Customz Wrecker	
Southwest					
Class B	Did not meet specs	Did not meet specs	$393.00	$245.00	
NORTHEAST AND NORTHWEST					
	A-Excellence	Cen-Tex Towing	CE Cedar Park Wrecker	Walden Wrecker	
Northeast					
Class A	Did not meet specs	$75.00	Did not meet specs	Did not meet specs	
Class B		$150.00	Did not meet specs		
Northwest					
Class B		Did not meet specs	Did not meet specs		

Bulldog Recovery – wrecker does not meet specs
Cen-Tex Towing – no lot in area Southwest and Northwest
A-Excellence – no lot in area Northeast
CE Cedar Park Wrecker – no lot in area Northeast and Northwest
Walden Wrecker – no lot in area Northeast

Williamson County Landfill Inspection Training
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Bob Daigh
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of February 3, 2011 at 3:00pm in the Purchasing Department to receive proposals for Williamson County Landfill Inspection Training, proposal number 11WCP1001.

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: 12/08/2010 03:56 PM
Final Approval Date: 12/09/2010	

LANDSCAPE ARCHITECTURAL SERVICES FOR WILLIAMSON COUNTY BYERS TRACT PARK

Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Jim Rodgers
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of January 25, 2011 at 1:30pm in the Purchasing Department to receive qualifications for LANDSCAPE ARCHITECTURAL SERVICES FOR WILLIAMSON COUNTY BYERS TRACT PARK, RFQ number 11WCRFQ1002.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: Project RFQ

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 12/08/2010 04:01 PM

Final Approval Date: 12/09/2010

WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

http://www.williamson-county.org/Purchasing

REQUEST FOR QUALIFICATIONS

LANDSCAPE ARCHITECTURAL SERVICES FOR WILLIAMSON COUNTY BYERS TRACT PARK

RFQ NUMBER: 11WCRFQ1002

QUALIFICATION SUBMITTALS MUST BE RECEIVED ON OR BEFORE: January 25, 2011 – 1:30 PM
QUALIFICATION SUBMITTALS WILL BE PUBLICLY RECOGNIZED: January 25, 2011 – 1:30 PM

General

Williamson County seeks the services of a qualified Landscape Architectural firm/team for a conceptual master plan for 348 acres of parkland referred to as the Byers Tract. The County is requesting Statements of Interest and Qualifications from firms/teams interested in providing professional services related to master plan development for this new park.

The Request for Statement of Interest and Qualifications will be reviewed and ranked by County staff. A 20-minute presentation and 20-minute interview in a question and answer format may also be required for those firms/teams that are ranked in the top three (3). No oral statement of any person will modify or otherwise change or affect the terms, conditions, plans and/or specifications stated in the Request for Statement of Interest and Qualifications instructions/requirements. The staff will make its recommendation to the Williamson County Commissioners Court which will award the contract utilizing the County's standard form of agreement.

The 348 acre tract contains 258 acres of farmland and 90 acres of woodland with a portion along the San Gabriel River. A map of the park is located on page 6 & 7 of this document. The undeveloped park is located on State Highway 29, two miles east of Jonah, TX. The plan will help guide the County's phased development of the park.

Point of Contact

Any questions, clarifications or requests for general information should be directed to:

Jim Rodgers, Director
Williamson County Parks & Recreation Department
350 Discovery Boulevard, Suite 207
Cedar Park, TX 78613
Telephone: (512) 260-4263
E-mail: jrodgers@wilco.org

Pre-RFQ Meeting

All vendors interested in submitting Qualifications are invited to attend the non-mandatory, on-site, pre-RFQ meeting at **1:30 PM on Tuesday, January 4, 2011. PARTICIPANTS WILL MEET AT THE HOUSE LOCATED AT 12000 E. STATE HWY 29, GEORGETOWN, TX 78626 (2 MILES EAST OF JONAH, TEXAS**

ON THE SOUTH SIDE OF THE ROAD). THE HOUSE IS A TWO-STORY STRUCTURE ONE-HUNDRED YARDS OFF OF STATE HIGHWAY 29.

Description of Project

The project involves data collection and analysis, communication with citizens and Williamson County staff, development of plans, cost estimates, and presentation to the Williamson County Commissioners Court.

Scope of Services Requested

The following is the minimum scope of services to be provided by the design consultant selected for the project. It is intended that the scope cover the entire project from input through plan design. Any omissions in scope should be noted to the County.

A. Preliminary Design Meetings
   - o Meet with County staff to discuss project time-line and schedule for project deliverables
   - o Meet with representatives of user groups to solicit design suggestions
   - o Conduct public meeting with citizens to solicit design suggestions

B. Present concepts of plan to Commissioners Court
C. Prepare master plan with suitable drawings and cost estimates, and meet with County staff to review
D. Present final plan to Commissioners Court

Qualifications

Qualification Submittals should be limited to twelve (12) single-sided pages of 11-point font or larger, and will be ranked according to the following information:

Cover Letter

Signed and dated by an authorized representative of the organization including e-mail address.

Certified Statement

Provide a certified statement that the firm is registered in the State of Texas and licensed to perform landscape architectural and engineering services in the State of Texas and certified statement that the landscape architect and engineers are not disbarred, suspended or otherwise prohibited from professional practice by any federal, state, or local agency.

Basic Qualifications (5 points)

Provide a brief profile relative to the firm size, history, personnel and areas of expertise. References to applicable awards, associations, etc. may also be included.

Ability to Perform (15 points)

Provide an overview of the firm's specific experience on similar trail and park projects and provide a project schedule of all described activities.

Geographic Proximity (5 points)

Consideration will be given to where the consulting firm's main office is located and how that may, or may not, affect the timely delivery of services.

Technical Capabilities (15 points)

Provide a narrative description of the firm'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.

Performance History/References (25 points)

List a minimum of three (3) clients with similar trail and park projects. The list should include:

- Name of agency/client, contact person, phone number and email address
- Year the service was provided
- Type of project and scope of services provided

Proposed Project Approach & Scope of Services to be Provided (25 Points)

- Provide a short narrative that conveys an understanding of the project goals and objectives.
- Demonstrate the firm'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 time and staff by work activity (Personnel identified in the proposal must be the same personnel that will work on the project. Personnel changes after contract execution must be approved by Williamson County).

Oral Interview (10 points)

- A 20-minute presentation and 20-minute interview

Compensation Information & Fees

Fee negotiations will be initiated once the top firm is selected. If negotiations for acceptable fees are not successful, another firm will be selected and negotiations will be initiated with the second firm. The contract award will be made by the Williamson County Commissioners Court.

Proposal Format and Due Date

Open format is acceptable but please be succinct and follow the format outlined in the Qualification Section.

Statement of Qualifications (SOQ) must be received in the Williamson County Purchasing Department **on or before 1:30 pm on Tuesday, January 25, 2011**. **SOQ's will be publicly recognized at 1:30 pm or soon thereafter** in the Williamson County Purchasing Department located in the Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.

Please see page 6 of this document for a map and directions to the Williamson County Inner Loop Annex.

Five (5) individually bound copies of the firms/teams response are required (1 original and 4 copies). The response must be marked "original" or "copy". All responses must be returned in a sealed envelope with the Request for Qualification (RFQ) name, number, and recognition date clearly marked on the outside. If an overnight delivery service is used, the RFQ name, number, and recognition date must be clearly marked on the outside of the delivery service envelope.

Please limit your Statement of Qualifications (SOQ) to:

- Twelve (12) 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
- Incorporate the least amount of plastic/laminate or other non-recyclable binding materials
- 12 pitch font size
- Single-sided

Sealed SOQs must be hand-delivered or mailed to:

Williamson County Purchasing Department
Attn: Jonathan Harris
Williamson County Inner Loop Annex
301 SE Inner Loop – Suite 106
Georgetown, Texas 78626

Late Submissions

Qualifications received after the submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

Respondent's Acceptance

By submitting a response to this RFQ, the firm certifies that he/she has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

Texas Public Information Act

The County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that the County strictly adheres to all statues, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for the County and that the County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this SOQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

Williamson County Conflict of Interest Statement

On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by the County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest. A blank copy of this affidavit can be found on **Page 5** of this RFQ package. Respondents should complete this form and submit it as a part of their SOQ response to this RFQ.

WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:
Name of Company:
Date:
Signature of person submitting form:

Notarized:

Sworn and subscribed before me by:_____ **on** _____**.** **(date)**

Williamson County
Inner Loop Annex

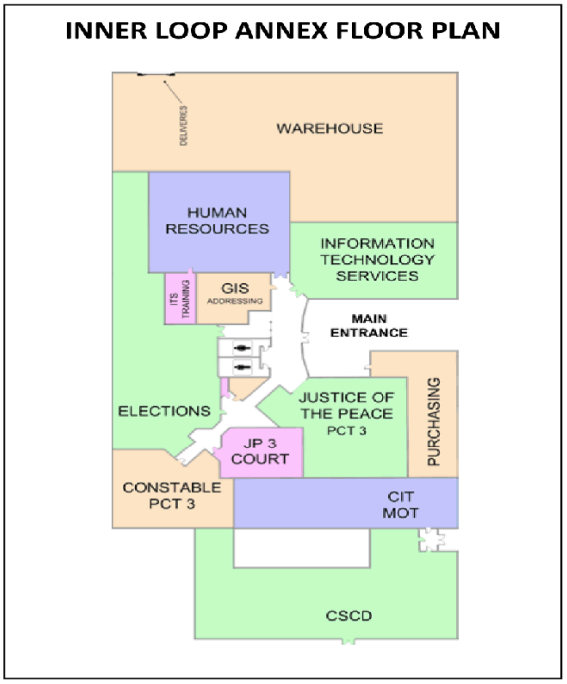
Address:

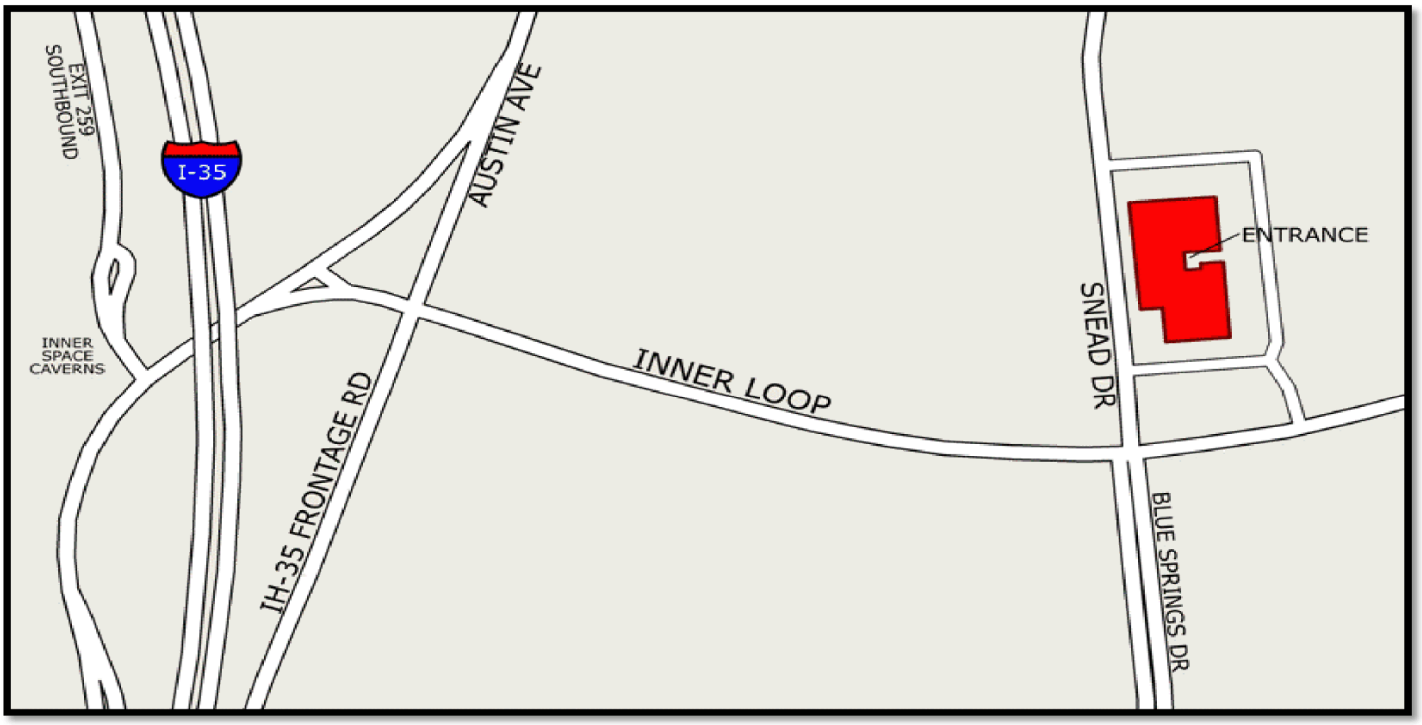
301 SE Inner Loop
Georgetown, TX 78626

Directions:

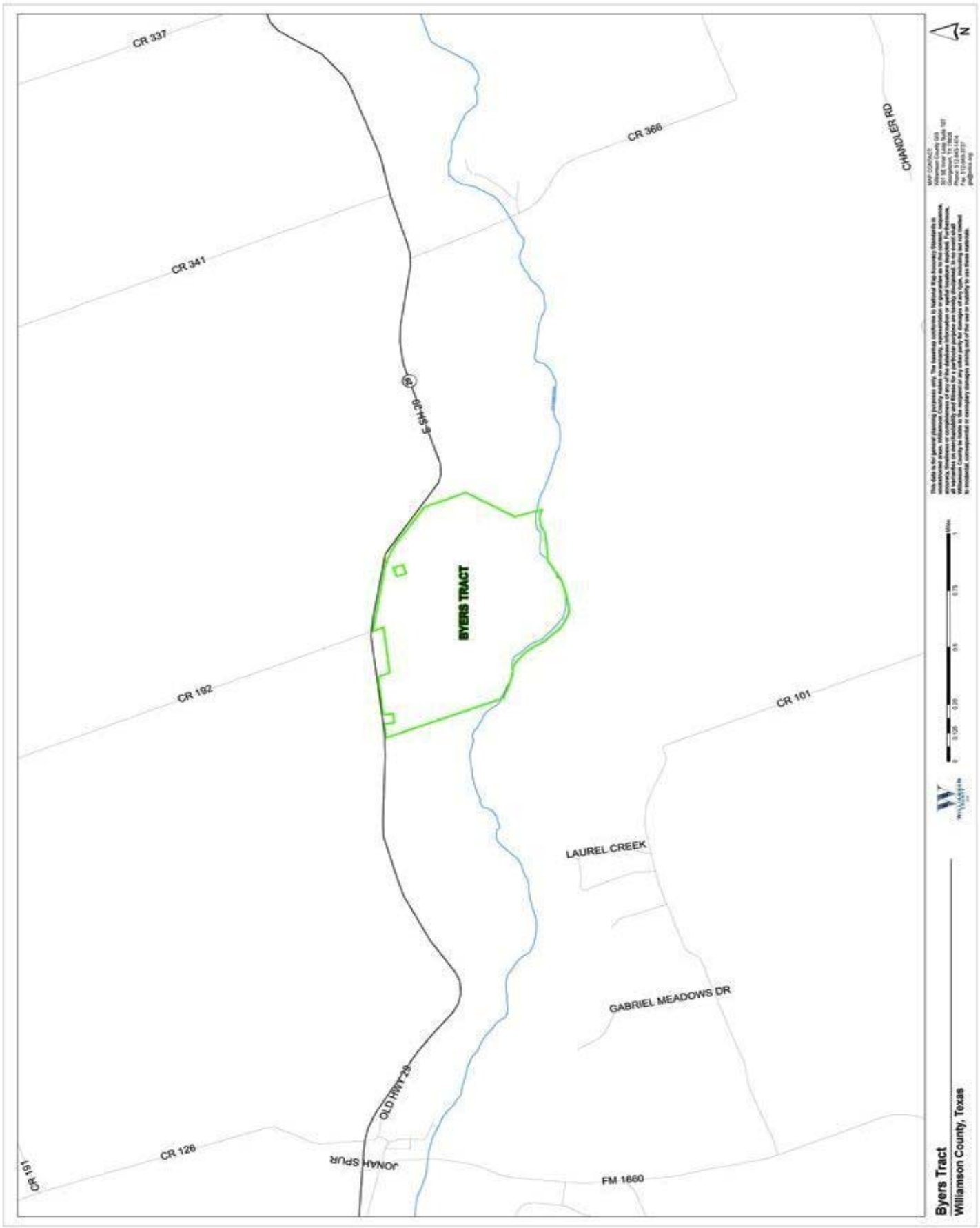
From South (Austin, Round Rock)
Take IH-35 Northbound
Exit 259
Stay on frontage road for approximately 2 miles
At stop sign, go right on Inner Loop
Just past Snead Drive, the Inner Loop Annex is on the left
Main entrance is on the side of the building by the flagpoles

From North (Georgetown, Jarrell)
Take IH-35 Southbound
Exit 259
At stop sign, go left under the overpass
At stop stay straight onto Inner Loop
Just past Snead Drive, the Inner Loop Annex is on the left
Main entrance is on the side of the building by the flagpoles





BYERS TRACT
Byers Tract
Williamson County, Texas


CR 337
CR 366
CHANDLER RD
CR 341
F.S.M. 29
BYERS TRACT
CR 192
CR 101
LAUREL CREEK
GABRIEL MEADOWS DR
OLD HWY 29
JONAH SPUR
CR 126
CR 191
FM 1660
N
Byers Tract
Williamson County, Texas

Park Donations BA 12-14-2010
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Park Donations:

Background

Donations include the following:
$200 from Dorothy Besch for pecan trees for Joe and Joyce Rogers
$5 from Kamling Photography for photography session

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367403	Park Donations	$205.00	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
Started On: 12/03/2010 08:04 AM
Final Approval Date: 12/07/2010

Park Donations BA 12-14-2010
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of Park Donations:

Background

Donations include the following:
$200 from Dorothy Besch for pecan trees for Joe and Joyce Rogers
$5 from Kamling Photography for photography session

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003670	Use of Donations	$205.00	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
Started On: 12/03/2010 08:09 AM
Final Approval Date: 12/07/2010

Parks Department Donations BA 12-14-2010
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2010 donation dollars for the Parks Department:

Background

The Parks Department received donations throughout the year. At the end of FY2010, $6,051.85 remained in unspent donation dollars. This amendment is to appropriate those 2010 donations to be spent in 2011.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003670	Use of Donations	$6,051.85	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 12/03/2010 02:42 PM
Final Approval Date: 12/07/2010

Debt Service BA 12-14-2010
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Lisa Moore, County Auditor
Submitted For: Julie Kiley
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Debt Service Fund:

Background

To recognize the proceeds and the associated expenditures for the 2010 Refunding Limited Tax Refund Bonds.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0600.0000.370400	Proceeds fm Bond/Co Issuances	$12,930,000.00	01
	0600.0000.370401	Premium fm Bond/Co Issuances	$676,504.45	02

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
Started On: 12/08/2010 02:26 PM
Final Approval Date: 12/09/2010

Debt Service BA 12-14-2010
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Lisa Moore, County Auditor
Submitted For: Julie Kiley
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Debt Service Fund:

Background

To recognize the proceeds and the associated expenditures for the 2010 Refunding Limited Tax Refund Bonds.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0600.0600.004098	Pymt to Refunding Escrow Agent	$13,405,895.92	01
	0600.0600.004999	Miscellaneous	$199,775.68	02
	0600.0600.006629	'10 Ltd Tax Refunding - Int	$40,012.07	03

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
Started On: 12/08/2010 02:27 PM
Final Approval Date: 12/09/2010

Debt Service LIT 12-14-2010
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Lisa Moore, County Auditor
Submitted For: Julie Kiley
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving a line item transfer for the Debt Service Fund:

Background

To recognize the proceeds and the associated expenditures for the 2010 Refunding Limited Tax Refund Bonds.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0600.0600.006610	Series 2001-Interest	$61,637.50	01
From	0600.0600.006613	Series 2002A-Interest Pymts	$145,558.76	02
From	0600.0600.006620	Ser 2006 Pass-Thru Toll-Int	$401,750.00	03
To	0600.0600.006229	'10 Ltd Tax Refunding-Princ	$250,000.00	04
To	0600.0600.006629	'10 Ltd Tax Refunding-Int	$358,946.26	05

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
Started On: 12/08/2010 02:28 PM
Final Approval Date: 12/09/2010

Discuss Real Estate Matters
Commissioners Court - Regular Session

Date: 12/14/2010
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.
h) Discuss proposed acquisition of property for right-of-way on SH 29 at CR 266.
i) Discuss proposed acquisition of property for right-of-way on Haybarn Lane.
j) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
k) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
l) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
m) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
n) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
o) Discuss proposed Northwoods Road District.
p) Discuss conveyance of University Boulevard right-of-way.
q) 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: 12/09/2010 11:35 AM
Final Approval Date: 12/09/2010	

Long Range Strategic Plan Workshop
Commissioners Court - Regular Session

Date: 12/14/2010
Submitted By: Connie Watson, County Judge
Submitted For: Connie Watson
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

1:30 p.m. Discuss and take appropriate action on draft version of the county's long range strategic plan and survey.

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: 12/08/2010 12:09 PM
Final Approval Date: 12/09/2010	