

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JANUARY 11TH, 2011
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 – 13)

5. To discuss and consider approving a line item transfer for Constable Precinct Four

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
To	0100-0554-001107	Const Pct #4/Temp Labor	\$159	
From	0100-0554-004999	Const Pct #4/Misc	\$159	

6. Discuss and consider approving a line item transfer for JP3

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0453-004999	Miscellaneous	100.00	

To	0100-0453-004544	Repairs To Office Equipment	100.00	

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0600.0600.004999	Miscellaneous	\$199,775.68	01
To	0600.0600.004099	Bond Issuance Costs	\$199,775.68	02

8. Discuss and consider approving overtime funding for MOT

9. Discuss and consider approving a line item transfer for District Attorney

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.003006	Office Equipment	250.00	
To	0100.0440.004350	Printed Material	250.00	

10. Consider approving Justice of the Peace, Pct. #4, December, 2010, monthly report in compliance with code of criminal procedure 103.005(b)
11. Consider and take appropriate action on authorizing the transfer of a file cabinet from Auction to Parks.(Complete list filed with official minutes)
12. Consider approving donations to Victim Assistance from GRC Wireless, Inc (Shelter Alliance Cell Phone Fundraiser) in the amount of \$306.00 and Cartridges for Kids (cartridge fundraiser) in the amount of \$75.75.
13. Discuss and consider preliminary plat approval of Green Lane Farms, Pct. 3.

REGULAR AGENDA

14. Hear presentation on and take appropriate action on Waste Management Annual Landfill Report
15. Discuss and take appropriate action on road bond program.
16. Discuss and consider approving SWCA, Inc. Supplemental #1 to their "On-Call" Environmental work Professional Services Agreement (PSA).
17. Consider a resolution authorizing the County Judge to execute a Right of Entry Agreement with Norman Fuessel regarding right-of-way needed on FM 1660.
18. Discuss and take action on the ILA between Chisholm Trail SUD and Williamson County on Ronald Reagan Phase III Improvements.

19. Consider noting in minutes of Commissioners Court the acquisition of 500 mitigation credits from Hickory Pass Ranch Conservation Bank.
20. Discuss and consider approving Billing Write Off Policy for EMS.
21. Discuss and take appropriate action regarding approval of Texas Data Exchange (TDEx) Account Administration Form and Texas Data Exchange (TDEx) User/Equipment Agreement.
22. Discuss and take appropriate action on resolution to TxDOT regarding the environmental approval process.
23. Discuss and take appropriate action regarding the Williamson County and Hutto Education Foundation Solid Waste Fee Funding Policy.
24. Discuss and take appropriate action on the County's draft long-range strategic plan and public input survey.
25. Discuss and take appropriate action a Professional Services agreement between Williamson County and Dr. Adam Barta in relation to the provision of medical services to inmates at the Williamson County Jail.
26. Discuss Williamson County's Legislative request letter for 2011.
27. Consider authorizing advertising and setting date of February 17, 2011 at 3:00pm CST in the Purchasing Department to receive qualifications for CONSTRUCTION MANAGER-AT-RISK FOR WILLIAMSON COUNTY EMERGENCY SERVICES OPERATIONS CENTER, RFQ # 11WCRFQ1004.
28. Consider authorizing advertising and setting date of February 2, 2011 at 2:00pm in the Purchasing Department to receive bids for Byers Tract Seedling Planting, Tree Removal, and Sign Installation Services, bid number 11WC910.
29. Consider awarding Bank sub-depository services RFP#10WCP909, to the overall best proposal to JP Morgan Chase & Co.
30. Consider awarding bids received for Bid # 11WC902, Ronald W. Reagan Boulevard North Phase III, to the lowest and best bidder- J.C. Evans Construction Co., LP
31. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Victim's Assistance donations:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367400	Donations	\$306.00	01

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0560.003671	V. A. Donations	\$306.00	01

33. 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	\$587.00	01

34. 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	\$587.00	01

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)."

35. 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 CR 274/San Gabriel Parkway.
- i) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- j) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
- k) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
- l) Discuss proposed Northwoods Road District.
- m) Discuss conveyance of University Boulevard right-of-way.
- n) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
- o) Discuss proposed realignment project along FM 1660.
- p) Discuss proposed acquisition of property for right-of-way on Pond Springs Road.

36. 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) Cause No. 10-1166-C277; GTE Southwest Incorporated d/b/a Verizon Southwest vs. Williamson County, in the District Court of Williamson County, Texas, 277th Judicial District.

37. 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.)

Litigation or claims or potential litigation or claims against the County or by the County and/or other confidential attorney-client matters, including contracts

- Specialized Billing & Collection Systems, Inc. Service Agreement and possible discussion of EMS billing write-off policy

- 38.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), 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.
- 39.** Discuss and take appropriate action on real estate.
- 40.** Discuss and take appropriate action on pending or contemplated litigation.
- 41.** Discuss and take appropriate action on 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.
- 42.** Comments from Commissioners.

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 _____, 2011 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

To discuss and consider approving a line item transfer for Constable Precinct Four
Commissioners Court - Regular Session

Date: 01/11/2011
Submitted By: Mark Birchard, Constable Pct. #4
Submitted For: Mark Birchard
Department: Constable Pct. #4
Agenda Category: Consent

Information

Agenda Item

To discuss and consider approving a line item transfer for Constable Precinct Four

Background

We had a temporary hire fill in while one of our clerks was out on FMLA. We ran over by \$158.90 and have been requested by the Auditors office to transfer funds to cover the shortfall paid out.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
To	0100-0554-001107	Const Pct #4/Temp Labor	\$159	
From	0100-0554-004999	Const Pct #4/Misc	\$159	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	12/28/2010 08:38 AM	APRV
4	Budget	Ashlie Koenig	01/04/2011 11:29 AM	APRV

Form Started By: Mark Birchard
 Started On: 12/22/2010 10:07 AM
 Final Approval Date: 01/04/2011

Line Item Transfer

Commissioners Court - Regular Session

Date: 01/11/2011
Submitted By: Melissa Goins, J.P. Pct. #3
Department: J.P. Pct. #3
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for JP3

Background

Insufficient funds to replace year wheel on (2) RapidPrint machines.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0453-004999	Miscellaneous	100.00	
To	0100-0453-004544	Repairs To Office Equipment	100.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Melissa Goins Started On: 01/03/2011 03:34 PM
 Final Approval Date: 01/06/2011

Debt Service Fund Correction

Commissioners Court - Regular Session

Date: 01/11/2011
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Consent

Information

Agenda Item

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

Background

Agenda item #50 on the December 14, 2010 Commissioners' Court Agenda was approved for the Debt Service Fund. This is to correct a line item number that was incorrectly listed on that agenda.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0600.0600.004999	Miscellaneous	\$199,775.68	01
To	0600.0600.004099	Bond Issuance Costs	\$199,775.68	02

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
 Started On: 01/04/2011 03:18 PM
 Final Approval Date: 01/06/2011

MOT Staffing

Commissioners Court - Regular Session

Date: 01/11/2011
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving overtime funding for MOT

Background

MOT currently has a staffing situation in which two employees are on FMLA (one intermittently). Due to timing constraints and the need for immediate staffing, it has been determined the best course of action would be to pay existing staff overtime to fill in. The attached spreadsheet illustrates funding necessary for the above. Should this item be approved, a line item transfer will be placed on a subsequent agenda.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [MOT Staffing](#)

Form Routing/Status

Form Started By: Ashlie Koenig
 Started On: 01/05/2011 12:49 PM
 Final Approval Date: 01/06/2011

Mobile Outreach Team

Analysis of Overtime Needs

Coverage for Annie's - 60 shifts (12 weeks) @ \$272.88 per shift (worst case scenario)	\$ 16,372.80	
Estimated taxes - (7.65% - Medicare/SS & 11.59% TCDRS)	<u>\$ 3,150.13</u>	\$ 19,522.93
Coverage for Selena while out at FMLA - 12 weeks from 12/29/2010 to 3/22/2011 60 shifts @ \$272.88 per shift	\$ 16,372.80	
Estimated taxes - (7.65% - Medicare/SS & 11.59% TCDRS)	<u>\$ 3,150.13</u>	\$ 19,522.93
Less:		
Savings - unpaid FMLA weeks (line item transfer within budget)		<u>\$ 3,730.00</u>
Total amount requested to cover overtime		<u><u>\$ 35,315.85</u></u>

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

Date: 01/11/2011
Submitted By: Sandi Andrews, District Attorney
Submitted For: Sandi Andrews
Department: District Attorney
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for District Attorney

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.003006	Office Equipment	250.00	
To	0100.0440.004350	Printed Material	250.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	01/06/2011 08:31 AM	APRV
4	Budget	Wendy Coco	01/07/2011 02:47 PM	APRV

Form Started By: Sandi Andrews
 Started On: 01/05/2011 10:54 AM
 Final Approval Date: 01/07/2011

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

Date: 01/11/2011
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, December, 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 12/10 JP#4](#)

Form Routing/Status

Form Started By: Bonnie Hilton
Started On: 01/03/2011 04:09 PM
Final Approval Date: 01/06/2011

COPY

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 December, 2010.

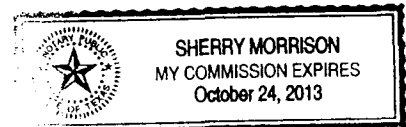


JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR

3rd day of January, 2011 to certify which witness my hand and seal of office.



NOTARY PUBLIC in and for the State of Texas



Page No: 1
Date Printed: 12/30/2010
Time Printed: 6:07:51PM

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC 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
11502	12/02/2010	EV100810	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
ARACELI CANTORAN															
11503	12/02/2010	EV100812	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															
11504	12/02/2010	EV100813	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
FEDERAL NATIONAL MORTGAGE															
11505	12/02/2010	EV100694	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
BRICE VANDER ET AL															
11506	12/02/2010	EV100814	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
MARTHA POLDRACK															
11507	12/02/2010	EV100815	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
REBECCA HUNTRESS															
11508	12/02/2010	SC100061	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
TERESA TILLMAN RUIZ															
11509	12/03/2010	EV100724	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
GREATER AUSTIN PROPERTY MANAGEMENT LLC															
11510	12/06/2010	EV100677	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															
11511	12/06/2010	BC10001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.00	\$23.00
RH															
11512	12/07/2010	EV100816	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
CRYSTAL BURKE															
11513	12/07/2010	EV100817	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
THE LODGE AT WARNER RANCH															
11514	12/07/2010	EV100818	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
THE MANSIONS															

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
11541	12/10/2010	EV100838	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
TRAMOR PROPERTIES															
11542	12/10/2010	EV100839	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															
11543	12/10/2010	EV100840	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															
11544	12/10/2010	EV100842	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
HUNTER KELSEY I LLC															
11545	12/13/2010	EV100843	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
JACKIE GOMEZ															
11546	12/13/2010	EV100844	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
DONNA SOLDNER															
11547	12/13/2010	EV100787	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
GREG LOVELIDGE															
11548	12/13/2010	SC100073	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
ATX PROPERTY															
11549	12/13/2010	EV100748	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
BARBARA J. WILSON															
11550	12/13/2010	EV100721	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
MACKIE WOLF ZIENTZ & MANN															
11551	12/13/2010	EV100845	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															
11552	12/13/2010	EV100846	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
BRICE VANDER ET AL															
11553	12/13/2010	EV100847	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															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORT	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
11554	12/13/2010	EV100848	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															
11555	12/13/2010	EV100849	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															
11556	12/13/2010	EV100850	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															
11557	12/14/2010	EV100851	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
THE MANSIONS															
11558	12/14/2010	EV100852	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
THE MANSIONS															
11559	12/14/2010	EV100853	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
THE MANSIONS															
11560	12/14/2010	EV100854	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 MANSIONS															
11561	12/14/2010	EV100763	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
THE LODGE AT WARNER RANCH															
11562	12/14/2010	EV100763	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)
THE LODGE AT WARNER RANCH															
11563	12/14/2010	EV100855	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 APTS.															
11564	12/14/2010	EV100856	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 APTS.															
11565	12/14/2010	EV100857	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 APTS.															
11566	12/14/2010	EV100858	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 APTS.															

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

**Payment Register: CIVIL
Williamson County Justice of the Peace, Pct. 4
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TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC 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
11567	12/14/2010	EV100700	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 APT															
11568	12/14/2010	EV100859	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
BURNETT PLACE APARTMENTS															
11569	12/14/2010	EV100860	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 ASHTON OAKS															
11570	12/14/2010	EV100861	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 ASHTON OAKS															
11571	12/14/2010	EV100862	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 ASHTON OAKS															
11572	12/14/2010	EV100751	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
SUMMERSET APARTMENTS															
11573	12/16/2010	EV100580	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
THOMAS M. BULLION III															
11574	12/16/2010	IN100112	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
BECK FUNERAL HOME															
11575	12/16/2010	EV100863	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
KENNETH C. O'NEIL															
11576	12/16/2010	IN100112	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
SHALA STEPHENSON															
11577	12/17/2010	JC100159	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
HSBC BAND NEVADA															
11578	12/17/2010	JC100160	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															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORTS	CIVIL LEGAL SERVICE	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONST AB	ALL OTHER	TOTAL
11579	12/17/2010	JC100161	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															
11580	12/17/2010	JC100162	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															
11581	12/17/2010	JC100163	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															
11582	12/17/2010	SC100028	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
FRANK YANG															
11583	12/17/2010	JC100164	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															
11584	12/17/2010	JC100165	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															
11585	12/17/2010	JC100166	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															
11586	12/17/2010	JC100167	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															
11587	12/20/2010	EV100737	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
REYES BARTOLOMEI BROWNE															
11588	12/20/2010	JC100168	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															
11589	12/20/2010	SC100074	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
REPIV INVESTMENTS															
11590	12/20/2010	EV100864	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															
11591	12/20/2010	EV100865	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
HIRSCHBERG PROPERTIES															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORT	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
11592	12/21/2010	EV100782	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
STONEHAVEN AT ROUND ROCK															
11593	12/21/2010	IN100163	0.00	0.00	0.00	0.00	21.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00	\$37.00
PROVIDENCE F.H.															
11594	12/21/2010	EV100866	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															
11595	12/21/2010	EV100867	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															
11596	12/21/2010	JC100169	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
TED W. HEJL, ATT. AT LAW FIRM															
11597	12/28/2010	EV100789	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
BARRETTDAFFINFRAPPIERTURNER & ENGEL,LLP															
11598	12/28/2010	EV100868	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
ALBERT STEWART															
11599	12/28/2010	EV100869	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															
11600	12/30/2010	SC100075	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
WALT PETERS DBA GRANGER STEEL & LUMBER															
11601	12/30/2010	SC100076	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
WALT PETERS DBA GRANGER STEEL & LUMBER															
11602	12/30/2010	EV100870	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
JOYCE CHONG															
11603	12/30/2010	EV100871	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
BURNETT PLACE APTS															

11604	12/30/2010	EV100764	0.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	Pg. 9	0.00	\$155.00
BARRETT DAFFIN FRAPPIER																	
TURNER ENGEL LLP																	
																	0.00 \$0.00
CUMULATIVE TOTALS :			2,050.00	5.00	60.00	0.00	42.00	0.00	492.00	7,120.00	0.00	0.00	0.00				105.00 \$9,874.00

211 W. 6th St.
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Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4

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FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	2	42.00	42.00	0.00	42.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
EVICTON	EVICTON FILING FEE	60	1,500.00	1,500.00	725.00	675.00	0.00	0.00	100.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	82	492.00	492.00	174.00	288.00	6.00	0.00	24.00	0.00	0.00	0.00	0399-0000-208822
JUSTICE	JUSTICE CIVIL FILING FEE	18	450.00	450.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
SERVE 4	CONSTABLE PRECINCT 4 SEF	76	5,320.00	5,320.00	2,450.00	2,380.00	70.00	0.00	420.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	4	100.00	100.00	0.00	75.00	25.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	14	60.00	60.00	5.00	50.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	14	1,800.00	1,800.00	150.00	1,500.00	0.00	0.00	150.00	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	1	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
BCERT	BIRTH CERTIFICATE COP	1	23.00	23.00	23.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	2	72.00	72.00	0.00	72.00	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		276	9,874.00	9,874.00	3,532.00	5,542.00	101.00	0.00	699.00	\$0.00	0.00	0.00	
Direct Deposit		\$0.00											
Cash	\$3,532.00								CSR Credit	\$0.00			
Checks	\$5,542.00								Jail Credit	\$0.00	Post for Refund	\$0.00	
Money Orders	\$101.00								Non-Monetary	\$0.00	Over Payments	\$0.00	
Credit Cards :	\$699.00	Escrow Payments	\$0.00	Transaction Fee	\$0.00								
TOTAL CURRENCY		\$9,874.00	ESCROW PAID		\$0.00	TRAN. FEES		\$0.00	TOTAL		\$0.00	TOTAL PAID	\$0.00

211 W. 6th St.
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Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4

Pg. 11
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GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	TOTALS
0100-0000-341804		2,157.00	105.00	0.00	0.00	2,262.00
0100-0000-341904		6,550.00	570.00	0.00	0.00	7,120.00
0399-0000-208822		468.00	24.00	0.00	0.00	492.00
TOTALS:		9,175.00	699.00	0.00	0.00	9,874.00

Receipt Numbers

11502 - 11604

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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
137932	12/02/2010	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	148.00	100.90	\$248.90
ALLEN N MILLER																			
137933	12/02/2010	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	250.00	\$250.00
ALLEN N MILLER																			
137934	12/02/2010	TR103248	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
CHRISTOPHER ELLI MONTEMAYOR																			
137935	12/02/2010	PW100152	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	110.00	\$215.00
JESSIE ANGEL MONTALVO																			
137936	12/02/2010	TR102102	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	95.10	\$203.10
JUSTIN LAMONT MILLER																			
137937	12/02/2010	PW100175	0.00	0.00	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
JESSIE ANGEL MONTALVO																			
137938	12/02/2010	TR101313	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.10	\$200.10
EMILY JORDAN ARRINGTON																			
137939	12/02/2010	TR102194	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	132.00	0.00	\$132.00
LENARD EDWARD BAZAN																			
137940	12/02/2010	PW100186	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
ARNULFO CHAVEZ DENOVA																			
137941	12/02/2010	TR102227	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	154.00	0.00	\$154.00
CLAUDIA HAMMERS																			
137942	12/02/2010	PW100183	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
ARNULFO CHAVEZ DENOVA																			
137943	12/02/2010	PW100184	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
ARNULFO CHAVEZ DENOVA																			
137944	12/02/2010	PW100185	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
ARNULFO CHAVEZ DENOVA																			

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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
137945	12/02/2010	TR101607	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	1.00	95.10	\$104.10
MICHAEL SCOTT BROWN																			
137946	12/02/2010	TR104119	0.00	0.00	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
THOMAS JOSEPH GREENAN																			
137947	12/02/2010	TR102766	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	140.10	\$225.00
THOMAS JOSEPH GREENAN																			
137948	12/02/2010	TR103555	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	60.00	\$265.00
TERREL MICHAEL LECESNE																			
137949	12/02/2010	TR104223	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	195.00	60.00	\$260.00
ARNULFO DELOSSANTOS SALAS																			
137950	12/02/2010	TR104108	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
ARTHUR J STEFANELLI																			
137951	12/02/2010	TR103554	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	198.10	0.00	\$198.10
TERREL MICHAEL LECESNE																			
137952	12/02/2010	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	250.00	\$250.00
HOWARD EDWARD CREBO																			
137953	12/02/2010	TR104193	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
OVIDIO ENRIQUE MEZA																			
137954	12/02/2010	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	25.00	\$150.00
KENNETH STEWART KELLY																			
137955	12/02/2010	TR102816	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	105.10	\$308.10
FRANK JOSHUA NATAROS																			
137956	12/02/2010	TR103965	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
TELLEZ J LOPEZ																			
137957	12/02/2010	TR103964	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
TELLEZ J LOPEZ																			

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137958	12/02/2010	JV100046	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	114.00	15.00	\$129.00
MICHAEL SALAZAR																			
137959	12/02/2010	TW100146	0.00	0.00	0.00	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 DUANE RODRIGUEZ																			
137960	12/02/2010	TW100147	0.00	0.00	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	60.00	\$161.00
JOHN DUANE RODRIGUEZ																			
137961	12/02/2010	TR100603	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	124.00	0.00	\$124.00
RUBEN HERNANDEZ																			
137962	12/02/2010	NT100338	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	62.00	65.00	\$147.00
JEREMIAH I RODRIGUEZ																			
137963	12/02/2010	LW100322	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	92.00	90.00	\$185.00
ENRIQUE LAGUNAS-URCINO																			
137964	12/02/2010	TR103133	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	149.90	115.10	\$268.00
RICARDO DERIC DIAZ																			
137965	12/02/2010	TR103113	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	123.00	25.00	\$148.00
BILL WILLIAM CANTWELL																			
137966	12/02/2010	TR103780	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	112.00	0.00	\$112.00
CHAREESE LYNNE GARCIA																			
137967	12/02/2010	JV100102	0.00	0.00	0.00	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
AMANDA KIMBLE																			
137968	12/02/2010	TR104195	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
OLIVERA YU UMBERSON																			
137969	12/02/2010	TR102735	0.00	0.00	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
NICHOLAS EDWARD GARCIA																			
137970	12/02/2010	TR103947	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	303.90	95.10	\$402.00
GREGORY ALAN CUMMINGS																			

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137971	12/02/2010	TR103920	0.00	0.00	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
TRAVIS LEE DUNCAN																			
137972	12/02/2010	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	118.00	0.00	\$118.00
FAITH SHONTA BRASS																			
137973	12/02/2010	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	100.00	0.00	\$100.00
FAITH SHONTA BRASS																			
137974	12/02/2010	TR103469	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	140.10	\$300.00
SHANE MURRAY HARKINS																			
137975	12/02/2010	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	81.00	0.00	\$81.00
FAITH SHONTA BRASS																			
137976	12/02/2010	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	100.00	0.00	\$100.00
FAITH SHONTA BRASS																			
137977	12/02/2010	TR100501	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	148.90	95.10	\$252.00
CYNTHIA BELVIN GRAHAM																			
137978	12/02/2010	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	104.00	125.60	\$229.60
AMBER MICHELLE LIVELY																			
137979	12/02/2010	TR102814	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	85.10	\$285.00
JUAN JAVIER OTERO-FERRETIS																			
137980	12/02/2010	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	90.00	0.00	\$90.00
SONYA YVETTE TERRY																			
137981	12/02/2010	TR103777	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	0.00	0.00	0.00	95.10	\$108.00
TAMMY LIMMER TALLEY																			
137982	12/02/2010	TR104131	0.00	0.00	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
SHANE MURRAY HARKINS																			
137983	12/02/2010	TR103968	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
LESLIE RENE THOMAS																			

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137984	12/02/2010	TR102683	0.00	0.00	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
TERRY MAURICE THORN																			
137985	12/02/2010	TR102934	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	191.90	0.00	\$191.90
DANIEL RAY BECKERMANN																			
137986	12/02/2010	TR103962	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
SANFORD WILLIAM MORRIS																			
137987	12/02/2010	TR103999	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
MARK SHAWN OMAN																			
137988	12/02/2010	TR104110	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
ALFONSO YANEZ																			
137989	12/02/2010	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	250.00	\$250.00
KENDRA KNOBLOCK																			
137990	12/03/2010	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	250.00	\$250.00
ENRIQUE MARTINEZ																			
137991	12/03/2010	NT100317	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	85.00	65.00	\$170.00
RYAN J LEYENDECKER																			
137992	12/03/2010	TR103697	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.15	0.00	\$49.15
CANDACE MARIE ALDERETE																			
137993	12/03/2010	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	249.00	0.00	\$249.00
LESLIE WAYNE HOLLOWAY																			
137994	12/03/2010	TR104097	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
FELIX VALDEZ-MOCADA																			
137995	12/03/2010	TR103494	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	140.10	\$225.00
JULIE DANNE MUNIZ																			
137996	12/03/2010	TR100501	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.10	0.00	\$5.10
CYNTHIA BELVIN GRAHAM																			

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137997	12/03/2010	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	124.00	0.00	\$124.00
MATTHEW ALLEN KRAUSER																			
137998	12/03/2010	TR103732	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
ANTHONY DEAN MOJICA																			
137999	12/03/2010	TR103374	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	0.98	140.02	\$149.00
LOUIS ALBA ALVAREZ																			
138000	12/03/2010	TR090784	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151.00	0.00	\$151.00
BRANDI NICOLE CARRASCO																			
138001	12/03/2010	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																			
138002	12/03/2010	TR102717	0.00	0.00	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
RICHARD ALAN FLESHMAN																			
138003	12/03/2010	TR103649	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
STEVEN A ADAMS																			
138004	12/03/2010	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	250.00	\$250.00
DAVID JOHN MIRES																			
138005	12/03/2010	TR101033	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	190.00	100.10	\$298.10
DAVID BENJAMIN BAILEY																			
138006	12/03/2010	TR090588	0.00	0.00	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
ERIC ROSHAUN FLOWERS																			
138007	12/03/2010	TR104052	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
AUDREY LYNN HARRIS																			
138008	12/03/2010	TR104053	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
AUDREY LYNN HARRIS																			
138009	12/03/2010	TR103591	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	140.10	\$200.00
TIMOTHY AARON BALDERAS																			

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138035	12/06/2010	NT100038	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	\$20.00
JAMES LEE JR RETHI																			

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138036	12/06/2010	NT100039	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	\$20.00
SHERYLEE W RETHI																			
138037	12/06/2010	TR102907	0.00	0.00	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
MATTHEW DENNIS SUCHOMEL																			
138038	12/06/2010	TR103935	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
MALCOLM HASSAN MARKS																			
138039	12/06/2010	NT100342	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	500.00	65.00	\$585.00
GUADALUPE AGUILAR																			
138040	12/06/2010	TR104221	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	24.90	90.25	\$123.15
GERMAN FIGUEROA																			
138041	12/06/2010	TW100071	0.00	0.00	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	185.60	\$435.60
RAY GARZA																			
138042	12/06/2010	TR103961	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
TIFFANY DRUE GRIGGS																			
138043	12/06/2010	TR103242	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	174.00	25.00	\$199.00
JOSE DE JESUS BARRON-CASTRO																			
138044	12/06/2010	LW100319	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
JESSIE OTIS DEBOSE																			
138045	12/06/2010	TR102920	0.00	0.00	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
SEAN PATRICK SEIVERT																			
138046	12/06/2010	TR102805	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
MICHELLE G CORREA																			
138047	12/06/2010	TR103982	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00	110.00	\$200.00
MICHELLE G CORREA																			
138048	12/06/2010	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	75.00	0.00	\$75.00
LORENA MARES NINO																			

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138049	12/06/2010	TR104103	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
STEVEN CHARLES ZUEHLKE																			
138050	12/06/2010	TR103668	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	39.00	60.00	\$104.00
SUSAN BETH SEDLACEK																			
138051	12/06/2010	NT100316	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	1.00	90.00	\$111.00
TONYA SIMIEN																			
138052	12/06/2010	TR103845	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	24.90	95.25	\$123.15
DOMINGO MARTINEZ YBARRA																			
138053	12/06/2010	TR104060	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
LUCY ELSTON STANESIC																			
138054	12/06/2010	TR104102	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
AUSTIN CHARLES CRAWFORD																			
138055	12/06/2010	TR092762	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	1.00	120.00	\$129.00
HOWARD JAMES LEE																			
138056	12/06/2010	TR103951	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
TERRENCE MAURICE HALL																			
138057	12/06/2010	TR104015	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
GERONIMA MARTINEZ																			
138058	12/06/2010	TR104016	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
GERONIMA MARTINEZ																			
138059	12/06/2010	TR103383	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.90	65.10	\$66.00
VENEZA GONZALEZ BASON																			
138060	12/06/2010	TR103384	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.00	90.00	\$129.00
VENEZA GONZALEZ BASON																			
138061	12/06/2010	NT100265	0.00	0.00	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
DANIEL CHARLES DILGER																			

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138062	12/07/2010	TR104143	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
DONALD BRUCE LOUIS																			
138063	12/07/2010	TR104233	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
MELANIE ANNE NELSON																			
138064	12/07/2010	TR102610	0.00	0.00	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
RACHELLE LEANNE CRAWFORD																			
138065	12/07/2010	PW100178	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
RYAN LINDSAY CORNETT																			
138066	12/07/2010	JV100110	0.00	0.00	0.00	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
BERT JAMES KEEFER																			
138067	12/07/2010	JV100106	0.00	0.00	0.00	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
WESLEY EUGENE KEEFER																			
138068	12/07/2010	TR103795	0.00	0.00	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
STEVEN LEE MARTINEZ																			
138069	12/07/2010	TR104030	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
ELIZABETH VENEGAS MEDINA																			
138070	12/07/2010	LW100303	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
FRANCISCO JAVIER GONZALEZ																			
138071	12/07/2010	TR100444	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	95.00	145.00	\$245.00
HOMERO FLORES																			
138072	12/07/2010	JV100175	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
JORGE SERNA																			
138073	12/07/2010	NT100350	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
GUADALUPE SERNA																			
138074	12/07/2010	TR100444	0.00	0.00	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
HOMERO FLORES																			

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138075	12/07/2010	NT100406	0.00	0.00	0.00	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
SETH EDWIN WOOLERY																			
138076	12/07/2010	TR104141	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
ANDREW OLIVER SPENCER																			
138077	12/07/2010	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	253.00	0.00	\$253.00
MATTHEW WADE STRAIN																			
138078	12/07/2010	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	250.00	0.00	\$250.00
MATTHEW WADE STRAIN																			
138079	12/07/2010	TR104151	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
HERMAN C BURNETTE III																			
138080	12/07/2010	TR103563	0.00	0.00	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
BEN EARL MITCHELL																			
138081	12/07/2010	TR104194	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
JOHN ALLEN PHELPS																			
138082	12/07/2010	TW100037	0.00	0.00	0.00	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
VICTORIA N MONSIVAIS																			
138083	12/07/2010	TR030455	2.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	73.00	105.00	\$200.00
FELIX CAMPOS																			
138084	12/07/2010	NT040108	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	73.00	122.00	\$200.00
FELIX CAMPOS																			
138085	12/07/2010	NT040107	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	73.00	122.00	\$200.00
FELIX CAMPOS																			
138086	12/07/2010	TR042869	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	103.00	97.00	\$200.00
FELIX CAMPOS																			
138087	12/07/2010	NT040361	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	103.00	97.00	\$200.00
FELIX CAMPOS																			

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138088	12/07/2010	TR103563	0.00	0.00	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)
BEN EARL MITCHELL																			
138089	12/07/2010	TR103563	0.00	0.00	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
BEN EARL MITCHELL																			
138090	12/09/2010	TR104074	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
PATRICIA MARIE MCCLENDON																			
138091	12/09/2010	TR104076	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
WILLIAM RAY III WATTS																			
138092	12/09/2010	TR104241	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	96.90	90.10	\$195.00
SUNANDE VONTERI																			
138093	12/09/2010	TR104090	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
BRIAN JOSHUA MARTIN																			
138094	12/09/2010	TR104297	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
ELMER LEROY SIGLE																			
138095	12/09/2010	TR104162	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
CHRISTOPHER ANTHONY MOYA																			
138096	12/09/2010	TR104335	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
DANIEL MARTINEZ																			
138097	12/09/2010	TR101734	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	147.90	95.10	\$251.00
KATHRYN ANN CARGILL																			
138098	12/09/2010	TR104065	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	90.10	\$598.00
BOBBY RAY LEVERETT																			
138099	12/09/2010	NT090530	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	277.00	60.00	\$337.00
ENRIQUE ROEL ORTEGON																			
138100	12/09/2010	TR104246	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
DARWIN DALE DLOUHY																			

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138101	12/09/2010	LW100153	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	299.90	65.10	\$370.00
DAVID ALLEN DUNKERLY																			
138102	12/09/2010	TR080255	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	36.00	150.00	\$194.00
TIMOTHY AUGUSTINE HERNANDEZ																			
138103	12/09/2010	LW100153	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	(299.90)	(65.10)	(\$370.00)
DAVID ALLEN DUNKERLY																			
138104	12/09/2010	LW100153	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
DAVID ALLEN DUNKERLY																			
138105	12/09/2010	LW100320	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	300.00	60.00	\$365.00
FRANCISCO JAVIER MOTA																			
138106	12/09/2010	TR103364	0.00	0.00	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	25.00	\$50.00
ADELAIDE LOUISE VIEL																			
138107	12/09/2010	TR103363	0.00	0.00	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
ADELAIDE LOUISE VIEL																			
138108	12/09/2010	TR103337	0.00	0.00	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	25.00	\$175.00
JON NELSON CONNER																			
138109	12/09/2010	TR103748	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.00	135.00	\$153.00
SERGIO MIGUEL OLGUIN																			
138110	12/09/2010	LW100323	0.00	0.00	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	60.00	\$160.00
JAMES RICHARD PERKINS																			
138111	12/09/2010	TR104085	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
ABREN SHAMOND DAVID																			
138112	12/09/2010	TR100949	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
BRIDGET LIANE CURTIS																			
138113	12/09/2010	TR104063	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
LANNY L PELLETIER																			

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138114	12/09/2010	JV100167	0.00	0.00	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	75.00	\$76.00
MARIAH GONZALES																			
138115	12/09/2010	TR103630	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
RONALD WAYNE CAHOON																			
138116	12/09/2010	TR103011	0.00	0.00	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
JULIE MARIE WILLIAMSON																			
138117	12/09/2010	TR102446	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	120.00	\$160.00
JULIE MARIE WILLIAMSON																			
138118	12/09/2010	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	95.00	0.00	\$95.00
DAMIAN J RINKER																			
138119	12/09/2010	TR102447	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	150.10	\$310.00
JULIE MARIE WILLIAMSON																			
138120	12/09/2010	TR104087	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 RYAN DOMINGUE																			
138121	12/10/2010	TR104188	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
ALONDRA NOELLE CARNAHAN																			
138122	12/10/2010	TR104048	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	60.00	\$66.00
PATRICK JAMES WILSON																			
138123	12/10/2010	TW100122	0.00	0.00	0.00	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
CHRISTOPHER LEE DARNELL																			
138124	12/10/2010	TR104049	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
PATRICK JAMES WILSON																			
138125	12/10/2010	TR104083	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
PAUL JOSEPH SCIPIONI																			
138126	12/10/2010	TR104265	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
CHARLES WILLIAM HEINZELMAN																			

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138127	12/10/2010	TR103938	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
SCOTT ROBERT FERGUSON																			
138128	12/10/2010	NT100358	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	415.00	0.00	\$415.00
DAVID ANDREW FLORES																			
138129	12/10/2010	TR104079	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
EDWIN ALOYSIUS SEQUEIRA																			
138130	12/10/2010	TR104080	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
EDWIN ALOYSIUS SEQUEIRA																			
138131	12/10/2010	TR103305	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
AARON V ROMERO																			
138132	12/10/2010	TR103306	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
AARON V ROMERO																			
138133	12/10/2010	TW100058	0.00	0.00	0.00	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
ROGER PAUL MORENO																			
138134	12/10/2010	PW100187	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	24.00	6.00	60.00	\$95.00
JEFF EARL DUNNER																			
138135	12/10/2010	TR104249	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
KENNETH RAY VALCHAR																			
138136	12/10/2010	TR104248	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
KENNETH RAY VALCHAR																			
138137	12/10/2010	TR104078	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
DAVID BUENROSTRO																			
138138	12/10/2010	TR102943	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	140.10	\$225.00
JAIMIE MARIE ARMSTRONG																			
138139	12/10/2010	TR104299	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
ANDREW CHESNUT WHITAKER																			

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138140	12/10/2010	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	99.00	0.00	\$99.00
CHERYL TEITELBAUM HEJL																			
138141	12/10/2010	TR104311	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
RAFAEL GOMES-DE OLIVEIRA																			
138142	12/10/2010	TR104312	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
CESAR A ESCARFULLERY																			
138143	12/10/2010	TR104104	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 C RITCHIE																			
138144	12/10/2010	TR104321	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
CARLOS F FERNANDEZ																			
138145	12/10/2010	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	85.00	0.00	\$85.00
SHANTA NICOLE DAVIS																			
138146	12/10/2010	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	99.00	0.00	\$99.00
MELISSA ANN DONJUAN																			
138147	12/10/2010	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	148.00	0.00	\$148.00
MELISSA ANN DONJUAN																			
138148	12/10/2010	TR104094	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97.00	0.00	\$97.00
PEDRO OCHOA																			
138149	12/10/2010	TR104023	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
CRAIG CHARLES WILLIAMS																			
138150	12/13/2010	TR104150	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
MATTHEW ADAM PARLI																			
138151	12/13/2010	TR103921	0.00	0.00	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
STEPHEN DAVIS SHEFFIELD																			
138152	12/13/2010	TR102841	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
STEPHEN DAVIS SHEFFIELD																			

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138153	12/13/2010	TR104031	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
E CHANDY SAMUEL																			
138154	12/13/2010	TR103742	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	39.00	60.00	\$104.00
MARIE MENDEZ																			
138155	12/13/2010	NT100345	0.00	0.00	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
SHAWN SCOT DEMAREST																			
138156	12/13/2010	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	0.00	\$269.00
HIPOLITO COVARRUBIAS																			
138157	12/13/2010	TR103531	0.00	0.00	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	115.00	\$145.00
DEREK JASON CHAPA																			
138158	12/13/2010	LW100155	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	91.00	0.00	\$91.00
SANTIAGO GONZALES																			
138159	12/13/2010	TR095571	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	174.00	25.00	\$199.00
JARROD KEITH GOTTFRIED																			
138160	12/13/2010	TR091412	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97.00	25.00	\$122.00
LYDIA MARIE SALDANA																			
138161	12/13/2010	TR103586	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
ALEXANDER JAMES TINER																			
138162	12/13/2010	LW100306	0.00	0.00	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	60.00	\$259.00
ROBERTO JR RIVERA																			
138163	12/13/2010	PW100181	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
ROMAN LOPEZ-JIMENEZ																			
138164	12/13/2010	TR104142	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
MAYANK ASHISH BHATT																			
138165	12/13/2010	TR104075	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
JUVENTINO RODRIGUEZ MENDEZ																			

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138166	12/13/2010	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	85.00	0.00	\$85.00
ANGEL N CASTILLO																			
138167	12/13/2010	TR104077	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
ESPERANZA A RODRIGUEZ																			
138168	12/13/2010	TR101808	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	140.10	\$648.00
ROLAND ANTHONY LUNA																			
138169	12/13/2010	TR102207	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	495.00	115.00	\$610.00
CHRISTOPHER BRENT DALTON																			
138170	12/13/2010	TR094585	0.00	0.00	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
CHRISTOPHER BRENT DALTON																			
138171	12/13/2010	TR094585	0.00	0.00	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)
CHRISTOPHER BRENT DALTON																			
138172	12/13/2010	TR094585	0.00	0.00	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
CHRISTOPHER BRENT DALTON																			
138173	12/14/2010	TR103626	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	115.10	\$125.00
MONIC MARIE TALAUGOA																			
138174	12/14/2010	TR103884	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
THOMAS ANDREW COMPTON																			
138175	12/14/2010	JV100194	0.00	0.00	0.00	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
BOBBY LEE JONES																			
138176	12/14/2010	JV100179	0.00	0.00	0.00	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
DIONICIO ISRAEL GONZALES																			
138177	12/14/2010	TR104293	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
APRIL DAWN BROCKWELL																			
138178	12/14/2010	TR104285	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
CAROLYN BRAKER JACOBSON																			

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138179	12/14/2010	NT100348	0.00	0.00	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	70.00	\$570.00
CASSIE LYNN ADAMS																			
138180	12/14/2010	TR103655	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	60.00	\$95.00
TRACI LINN TAYLOR																			
138181	12/14/2010	TR102903	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	135.00	\$180.00
SEFER DIKA																			
138182	12/14/2010	TR102904	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	135.00	\$180.00
SEFER DIKA																			
138183	12/14/2010	TR104099	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
MARCUS JAMES BROOKS																			
138184	12/14/2010	PW100182	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
DAVID MENDEZ GUZMAN																			
138185	12/14/2010	NT100332	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	142.00	25.00	\$167.00
JUAN ANDRES SOTO																			
138186	12/14/2010	TR104157	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	30.00	60.00	\$95.00
BLANCA ESTELA CABRERA																			
138187	12/14/2010	NT100333	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	142.00	25.00	\$167.00
JUAN ANDRES SOTO																			
138188	12/14/2010	TR104156	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	347.00	90.00	\$445.00
BLANCA ESTELA CABRERA																			
138189	12/14/2010	TR104156	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	653.00	0.00	\$653.00
BLANCA ESTELA CABRERA																			
138190	12/14/2010	JV090259	0.00	0.00	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
KAMERY WOOLDRIDGE																			
138191	12/14/2010	JV090300	0.00	0.00	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
KAMERY WOOLDRIDGE																			

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138192	12/14/2010	JV100189	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
NICOLE RENEE SANCHEZ																			
138193	12/14/2010	NT100379	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
DIANA SANCHEZ																			
138194	12/14/2010	TR103241	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	76.90	145.10	\$225.00
AMBER ANNE GRIMES																			
138195	12/14/2010	TR104124	0.00	0.00	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
AMBER ANNE GRIMES																			
138196	12/14/2010	JV100172	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
CODY DALTON STRMISKA																			
138197	12/15/2010	TR102736	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	140.00	\$180.00
TIMOTHY GORDON STEWART																			
138198	12/16/2010	JV100191	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
ADRIAN SMITH																			
138199	12/16/2010	TR104196	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	44.90	60.10	\$110.00
DAVID AARON HUFFSTUTLER																			
138200	12/16/2010	TR104033	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
CHRISTOPHER G WOOLVERTON																			
138201	12/16/2010	TW100015	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81.40	125.60	\$207.00
OLGA VALERIE COLOMBO																			
138202	12/16/2010	JV100186	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
JARVIS C CALDWELL																			
138203	12/16/2010	JV100004	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	134.00	0.00	\$134.00
LOUIS FLORES																			
138204	12/16/2010	TR103364	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	\$10.00
ADELAIDE LOUISE VIEL																			

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138205	12/16/2010	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	110.00	101.00	\$211.00
CHRISTOPHER LEE DARNELL																			
138206	12/16/2010	NT100162	0.00	0.00	0.00	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
FRANK HERNANDEZ																			
138207	12/16/2010	TR104415	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 ANTHONY RIOS																			
138208	12/16/2010	TR094125	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151.00	0.00	\$151.00
CYNTHIA SANDOVAL MOLINA																			
138209	12/16/2010	TR104329	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
LINDA ARLEEN REED																			
138210	12/16/2010	NT100258	0.00	0.00	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	25.00	\$317.00
AMBER BARTON																			
138211	12/16/2010	NT100095	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	242.00	25.00	\$267.00
AMBER BARTON																			
138212	12/16/2010	LW090207	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	65.00	65.00	\$135.00
JUAN JESUS CHAVEZ																			
138213	12/16/2010	TR104107	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
BENJAMIN FRANCO-RODRIGUEZ																			
138214	12/16/2010	TR104047	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
JOHN WESLEY MORGAN																			
138215	12/16/2010	TR104046	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	60.00	\$95.00
JOHN WESLEY MORGAN																			
138216	12/16/2010	TR104269	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
EUSEBIO GONZALEZ-MIRELES																			
138217	12/16/2010	LW100230	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
BRIAN LEE JOHNSON																			

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138218	12/16/2010	TW100171	0.00	0.00	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
MICHAEL MARTIN MOEHLING																			
138219	12/16/2010	JV100081	0.00	0.00	0.00	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
JACE ALAN WERGIN																			
138220	12/16/2010	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	61.00	25.00	\$86.00
LUIS SALAMANCA RODRIGUEZ																			
138221	12/16/2010	TR104187	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
EARL THOMAS SHAY																			
138222	12/16/2010	TR104350	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	303.90	90.10	\$402.00
FLOYD LAURENCE ZUEHLKE																			
138223	12/16/2010	TR103508	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
TAYLOR YUKINA BRUNE																			
138224	12/16/2010	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	0.00	0.00	139.00	0.00	\$139.00
FREDDY LEE WALKER																			
138225	12/16/2010	NT080317	0.00	0.00	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
AZAEL RAMIREZ																			
138226	12/16/2010	TR104263	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	151.90	95.10	\$250.00
MATTHEW JOSEPH THOMAS																			
138227	12/16/2010	TR102925	0.00	0.00	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
MAGEN MCVEAY BYRD																			
138228	12/16/2010	TR103976	0.00	0.00	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	110.00	\$210.00
CLAUDIA HAMMERS																			
138229	12/16/2010	TR104296	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
DAVID GERARD FORAL																			
138230	12/16/2010	TR071439	0.00	45.00	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	106.00	\$195.00
ANGIE LEE DOUBLEDAY																			

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138231	12/16/2010	TW100081	0.00	0.00	0.00	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
AMBER MICHELLE LIVELY																			
138232	12/16/2010	NT100343	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
HEATHER HENSON																			
138233	12/16/2010	TR080234	0.00	181.80	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	\$787.80
ANGIE LEE DOUBLEDAY																			
138234	12/17/2010	TR104201	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
BARBARA J LUNDIN																			
138235	12/17/2010	TR104105	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
GUILLERMO G COVARRUBIAS																			
138236	12/17/2010	TR104197	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
EDNA MARIE CANTU																			
138237	12/17/2010	TR104315	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
ANDREW SAMUEL OTENG-BAAH																			
138238	12/17/2010	TR104210	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
TARA ANNE KESSLER																			
138239	12/17/2010	TR104209	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
TARA ANNE KESSLER																			
138240	12/17/2010	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	75.00	0.00	\$75.00
STEVEN DION HARRIS																			
138241	12/17/2010	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	50.00	0.00	\$50.00
STEVEN DION HARRIS																			
138242	12/17/2010	TR104190	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
ZACHARY RYAN BROWN																			
138243	12/17/2010	LW100329	0.00	0.00	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
BRAD ALLEN NOACK																			

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138244	12/17/2010	JV100176	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
ABBIGAYLE A TORRES																			
138245	12/17/2010	NT100353	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
JANELLE GONZALES																			
138246	12/17/2010	TR103982	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	210.00	0.00	\$210.00
MICHELLE G CORREA																			
138247	12/17/2010	TR103782	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
EPIFANIO DIAZ MARTINEZ																			
138248	12/17/2010	TR103050	0.00	0.00	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
BETTY SUE MOORE																			
138249	12/17/2010	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	0.00	\$75.00
MARY A CHAPA																			
138250	12/17/2010	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	207.00	0.00	\$207.00
SEAN M MCNULTY																			
138251	12/17/2010	TR103892	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
GARY EUGENE SCISM																			
138252	12/17/2010	TW100059	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	62.60	0.00	\$62.60
ROGER PAUL MORENO																			
138253	12/17/2010	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	0.00	\$100.00
JOSE ISAIAS CARTAGENA																			
138254	12/17/2010	TR104264	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
IGNACIO ARREDONDO CASTRO																			
138255	12/17/2010	TR103599	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00	25.00	\$37.00
RICHARD ORTIZ																			
138256	12/17/2010	JV100196	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 LOZA-JAIMES																			

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138257	12/17/2010	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	25.00	\$113.00
LAURA LANETTE SOWERS																			
138258	12/17/2010	TR104319	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
DANIEL PINERO-MULERO																			
138259	12/17/2010	TR104272	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
ERNEST RICHARD NALL																			
138260	12/17/2010	TR104301	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 LEE STAUFFER																			
138261	12/17/2010	TR104149	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
HENRY EDWARD MACHICEK																			
138262	12/17/2010	TR103730	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
CLAYTON JAMES KANN																			
138263	12/17/2010	TR104304	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
RACHEL CATHERINE BUTSCHEK																			
138264	12/17/2010	TR093560	0.00	0.00	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	0.08	\$51.00
LISA HELEN NOVAK																			
138265	12/17/2010	TR093560	0.00	0.00	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
LISA HELEN NOVAK																			
138266	12/17/2010	TR103249	0.00	0.00	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
HESTON EUGENE TAYLOR																			
138267	12/17/2010	TR101801	0.00	0.00	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	75.00	\$274.90
MICHAEL BRYANT DIXON																			
138268	12/17/2010	NT100366	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
BLANCA CANTU																			
138269	12/17/2010	TR104102	0.00	0.00	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
AUSTIN CHARLES CRAWFORD																			

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138270	12/17/2010	TR104217	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
CHRISTOPHER M MURRAY																			
138271	12/17/2010	TR104216	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
CHRISTOPHER M MURRAY																			
138272	12/17/2010	TR104200	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
JENNIFER ANN FUENTES																			
138273	12/17/2010	TR103483	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
MARK GILLAN RISSER																			
138274	12/17/2010	TR104132	0.00	0.00	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
MARK GILLAN RISSER																			
138275	12/20/2010	TR102550	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	1,000.00	145.00	\$1,150.00
JUSTIN PAUL TURNER																			
138276	12/20/2010	TR102551	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	175.10	\$683.00
JUSTIN PAUL TURNER																			
138277	12/20/2010	NT100164	0.00	0.00	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	5.00	\$55.00
MIGUEL MESTA																			
138278	12/20/2010	NT100165	0.00	0.00	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	5.00	\$55.00
ANGIE MESTA																			
138279	12/20/2010	TR102483	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
LUDIVINA ROSAS GARCIA																			
138280	12/20/2010	TR104337	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
RAUL RODRIGUEZ																			
138281	12/20/2010	TR104338	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	96.90	90.10	\$195.00
RAUL RODRIGUEZ																			
138282	12/20/2010	JV100209	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	60.00	\$66.00
PAIGE MOYA																			

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138283	12/20/2010	LW100298	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
KEVIN BRADLEY REDDICK																			
138284	12/20/2010	TR104081	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 LORENA CUNNINGHAM																			
138285	12/20/2010	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	49.00	0.00	\$49.00
MARY A CHAPA																			
138286	12/20/2010	TR104243	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	60.00	\$66.00
ALBERT GARZA																			
138287	12/20/2010	TR083345	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	317.00	175.00	\$500.00
MICHAEL FERNELL SIMMONS																			
138288	12/20/2010	TR083345	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	183.00	0.00	\$183.00
MICHAEL FERNELL SIMMONS																			
138289	12/20/2010	TR100145	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	40.00	225.00	\$273.00
TREY SCOTT CHOATE																			
138290	12/20/2010	TR100145	0.00	0.00	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
TREY SCOTT CHOATE																			
138291	12/20/2010	TR104363	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
FILOMENO TORRES																			
138292	12/20/2010	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	44.00	0.00	\$44.00
JOANNA KAREN CRUZ-CORDILLO																			
138293	12/20/2010	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	81.00	9.00	\$90.00
JOANNA KAREN CRUZ-CORDILLO																			
138294	12/20/2010	TR104351	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
NANCY SULLIVAN LASITER																			
138295	12/20/2010	TR103720	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
AMBER DIANE DOWNS																			

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138296	12/20/2010	NT100347	0.00	0.00	0.00	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
SARA PATRICIA BEDARD																			
138297	12/20/2010	LW100246	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	17.00	90.00	\$115.00
RAMIRO ROBLEDO RODRIGUEZ																			
138298	12/20/2010	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	0.00	\$65.00
BERNARDO DOMINGUEZ SALAZAR																			
138299	12/20/2010	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	104.00	0.00	\$104.00
BERNARDO DOMINGUEZ SALAZAR																			
138300	12/20/2010	TR104218	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
MICHELE LEE BAIRD																			
138301	12/20/2010	TR095601	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	150.00	\$235.00
TIMOTHY LANCE MCNEAL																			
138302	12/20/2010	TR100783	0.00	0.00	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
TIMOTHY LANCE MCNEAL																			
138303	12/20/2010	PW100179	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
ABEL BENITEZ																			
138304	12/20/2010	TR104244	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
AARON REID JOHNSON																			
138305	12/20/2010	PW100180	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
ISAI SUAREZ VELASQUEZ																			
138306	12/20/2010	PW100189	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
CESAR JAIMES																			
138307	12/20/2010	PW100190	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
CESAR JAIMES																			
138308	12/20/2010	TR104191	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
SUSAN LEIGH COTTON																			

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138309	12/20/2010	JV100094	0.00	0.00	0.00	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
HACSIRY RAMIREZ																			
138310	12/20/2010	JV060254	0.00	0.00	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	86.00	\$586.00
SHANTE LEE CLARK																			
138311	12/20/2010	NT100386	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
MARISSA L RODRIGUEZ																			
138312	12/20/2010	TR102535	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
KYLE ADAM WHATLEY																			
138313	12/21/2010	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	151.00	0.00	\$151.00
JASON KELLY ENGLAND																			
138314	12/21/2010	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	137.00	0.00	\$137.00
JASON KELLY ENGLAND																			
138315	12/21/2010	TR102803	0.00	0.00	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
MARISSA JEAN WEGSCHEID																			
138316	12/21/2010	TR104430	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
LUIS S AGUILAR																			
138317	12/21/2010	TW100061	0.00	0.00	0.00	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
JAMIE LEE VILLARREAL																			
138318	12/21/2010	TR103940	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
NORA H MARTINEZ DE PARKER																			
138319	12/21/2010	LW100308	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	92.00	90.00	\$185.00
EVERARDO RAMIREZ																			
138320	12/21/2010	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	55.00	0.00	\$55.00
SONYA YVETTE TERRY																			
138321	12/21/2010	TR104507	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
TULAY ANNETTE HUGHES-KUCUK																			

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138322	12/21/2010	TR104485	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
KELLEEN CARRIE ANDERSON																			
138323	12/21/2010	TR104235	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
SOFIO AVILES GARCIA																			
138324	12/21/2010	TR104235	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.00	0.00	\$45.00
SOFIO AVILES GARCIA																			
138325	12/21/2010	TR104236	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
MORGAN MARIE WARREN																			
138326	12/21/2010	TR104367	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
LEANN MARIE POWERS																			
138327	12/21/2010	TR104545	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
BRIAN G MENDELSON																			
138328	12/21/2010	JV100143	0.00	0.00	0.00	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
TAYLOR NICOLE KOENIG																			
138329	12/21/2010	TR104202	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	60.00	\$265.00
DEREK LENNON LOPEZ																			
138330	12/21/2010	TR103509	0.00	0.00	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
MARIA G TORRES																			
138331	12/21/2010	TR103510	0.00	0.00	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
MARIA G TORRES																			
138332	12/21/2010	NT100438	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
HENRY ORANDAY																			
138333	12/21/2010	NT100383	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
ANSELMO ORANDAY																			
138334	12/21/2010	TR102763	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
TRAVIS RAY REBARCHEK																			

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138335	12/27/2010	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	25.00	\$172.00
SERGIO DE LUNA																			
138336	12/27/2010	TR104326	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
CYNTHIA MARIE PROCTOR																			
138337	12/27/2010	TR104326	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	94.00	0.00	\$94.00
CYNTHIA MARIE PROCTOR																			
138338	12/27/2010	NT100081	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	23.00	95.00	\$126.00
CLINTON ANDREW THOMAS																			
138339	12/27/2010	TR104427	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	195.00	65.00	\$260.00
LAURA RODRIGUEZ ROBLES																			
138340	12/27/2010	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	250.00	\$250.00
ALEX GARCIA																			
138341	12/27/2010	TW100159	0.00	0.00	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
ALEX GARCIA																			
138342	12/27/2010	TR104238	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	54.90	60.10	\$120.00
JUAN CARLOS GONZALEZ																			
138343	12/27/2010	TR103613	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	110.00	\$150.00
GEOFFREY FAIRCHILD SMITH																			
138344	12/27/2010	TR104282	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
SELVIN DONALD RIVERA																			
138345	12/27/2010	TR101256	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	42.00	150.00	\$200.00
RICHARD BRYAN RACKLEY																			
138346	12/27/2010	TR101256	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	\$8.00
RICHARD BRYAN RACKLEY																			
138347	12/27/2010	TR103729	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
CLAYTON JAMES KANN																			

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138348	12/27/2010	TR104450	0.00	0.00	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
GEOFFREY FAIRCHILD SMITH																			
138349	12/27/2010	TR104067	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
BYRON ROSS EDDINS																			
138350	12/27/2010	TR104066	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
BYRON ROSS EDDINS																			
138351	12/27/2010	TR103562	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	45.00	110.00	\$160.00
SAMANTHA ALEXANDER MORAGA																			
138352	12/27/2010	TR103562	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	180.00	0.00	\$180.00
SAMANTHA ALEXANDER MORAGA																			
138353	12/27/2010	TR104139	0.00	0.00	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 PAUL GLISSON																			
138354	12/27/2010	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	250.00	\$250.00
JOHN W LOVE																			
138355	12/27/2010	TR104499	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
DOUGLAS KIRK MALISH																			
138356	12/27/2010	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	100.00	25.00	\$125.00
CHAD AUSTIN BAILEY																			
138357	12/27/2010	NT100256	0.00	0.00	0.00	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
SHEILA C BEGIN																			
138358	12/27/2010	PW100191	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
ELI ESPINOSA BENITEZ																			
138359	12/27/2010	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	167.00	0.00	\$167.00
JOSE CARLOS GAMEZ																			
138360	12/27/2010	TR104468	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	303.90	90.10	\$402.00
WILLIAM EARL HUFFMAN																			

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138361	12/27/2010	TR103774	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	101.90	90.10	\$200.00
MARK ALLEN JOHNSON																			
138362	12/27/2010	TR104305	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
HENRY GUTIERREZ																			
138363	12/27/2010	TR102692	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	140.10	\$300.00
DAVID WILLIAM HAUSER																			
138364	12/27/2010	TR104199	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
CHARLES AUGUST MARTIN																			
138365	12/27/2010	TW100147	0.00	0.00	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
JOHN DUANE RODRIGUEZ																			
138366	12/27/2010	TR104370	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
DALE FRANKLIN BABB																			
138367	12/27/2010	TR103325	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	544.00	5.00	\$549.00
LESA ANN KROFT																			
138368	12/27/2010	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																			
138369	12/27/2010	TR104491	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
LISETTE TARANGO MERCADO																			
138370	12/27/2010	TR103302	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
JEREMY VINCENT PERRY																			
138371	12/27/2010	NT100443	0.00	0.00	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	60.00	\$560.00
LYNN RAY CMEREK																			
138372	12/27/2010	TR104266	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
ROGERS BROWN WARDY																			
138373	12/27/2010	TR104295	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
SHARON MARIE ANISE																			

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138374	12/27/2010	TR104411	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
LAURA ANNE KING																			
138375	12/27/2010	TR104148	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	350.00	60.00	\$415.00
QUINCY EARL PETER																			
138376	12/27/2010	TR104147	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
QUINCY EARL PETER																			
138377	12/27/2010	TR104303	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 JOHN RAMIREZ																			
138378	12/27/2010	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	250.00	\$250.00
ERIN NICOLE BURKHALTER																			
138379	12/27/2010	TR104206	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 WALTER MARTIN																			
138380	12/27/2010	TR104205	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
JONATHAN WALTER MARTIN																			
138381	12/27/2010	TR102534	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
KYLE ADAM WHATLEY																			
138382	12/28/2010	TR102017	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	120.00	\$475.00
JAMES PHILLIP MANNS																			
138383	12/28/2010	TR102848	0.00	0.00	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
JAMES PHILLIP MANNS																			
138384	12/28/2010	TR102967	0.00	0.00	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
TRACY LYNN AMIDON																			
138385	12/28/2010	LW100248	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	85.00	\$125.00
CHEMORICK DEVON NICHOLS																			
138386	12/28/2010	PW100168	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	85.00	\$590.00
ANDRES ESTEVES																			

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138387	12/28/2010	TR102732	0.00	0.00	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
DEBORAH CLARISA LAWHON																			
138388	12/28/2010	TR101435	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199.09	25.01	\$224.10
NEIL ALLEN SOUDER																			
138389	12/28/2010	TR104555	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
FLORINDA T HARWELL																			
138390	12/28/2010	TR104324	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
SAMUEL TEKLE YAKOB																			
138391	12/28/2010	TR104308	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
NARAYANAN KANNAN																			
138392	12/28/2010	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	224.00	25.00	\$249.00
JOEY EUGENE KEYS																			
138393	12/28/2010	TR101332	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	0.90	100.10	\$104.00
DANIEL CLAYTON LOVE																			
138394	12/28/2010	LW100324	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	76.90	90.10	\$170.00
VICENTE MEJIA																			
138395	12/28/2010	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	0.00	0.00	99.00	0.00	\$99.00
JOSE CLAUDIO OCHOA																			
138396	12/28/2010	LW100194	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	3.00	140.00	\$151.00
JOSE CLAUDIO OCHOA																			
138397	12/28/2010	TR104481	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
CRYSTAL ANN ARREDONDO																			
138398	12/28/2010	TR104366	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
MA DELOURDES YANEZ																			
138399	12/28/2010	TR104008	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
LINDSEY BLAKE MORALES																			

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138400	12/28/2010	TR104306	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
CHARLES LEWIS DICARLO																			
138401	12/28/2010	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	124.00	0.00	\$124.00
MICHAEL WAYNE DOWNEY																			
138402	12/28/2010	TR073739	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	384.00	116.00	\$500.00
DUSTIN JILES																			
138403	12/28/2010	TR073739	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116.00	0.00	\$116.00
DUSTIN JILES																			
138404	12/28/2010	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	150.00	0.00	\$150.00
JONATHAN MATTHEW ORTON																			
138405	12/28/2010	TR012182	2.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	350.00	110.25	\$482.25
KENDALL WARDELL JULY																			
138406	12/28/2010	TR072217	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	56.00	171.00	\$235.00
DUSTIN RAY JILES																			
138407	12/28/2010	TR101077	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	145.10	\$154.00
ANGEL GUILLEN																			
138408	12/28/2010	TR104185	0.00	0.00	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
ANGEL GUILLEN																			
138409	12/28/2010	TR104138	0.00	0.00	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
ANGEL GUILLEN																			
138410	12/28/2010	TR101503	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	16.00	165.00	\$189.00
ALPHA O MORENO																			
138411	12/28/2010	TR101503	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.00	0.00	\$9.00
ALPHA O MORENO																			
138412	12/28/2010	TR102880	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
JORDYN LYNN BUNNELL																			

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138413	12/28/2010	TR103870	0.00	0.00	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
JORDYN LYNN BUNNELL																			
138414	12/30/2010	TR104327	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
BRIAN KENNETH BRANDAW																			
138415	12/30/2010	TR101528	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	65.10	\$220.10
JOSEPH DAVONNE DENT																			
138416	12/30/2010	TR103313	0.00	0.00	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
CHRISTOPHER WESLEY MITCHELL																			
138417	12/30/2010	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	250.00	\$250.00
RODERICK LAVELLE BROWN																			
138418	12/30/2010	TR104405	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	303.90	95.10	\$402.00
DAVID FRANCISCO FARLEY																			
138419	12/30/2010	TR104494	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	60.00	\$165.00
ALFREDO GONZALEZ-GARZA																			
138420	12/30/2010	TR104480	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
MARCOS JESUS CANTU																			
138421	12/30/2010	TR104561	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
ANTWANE JARMAL GIBSON																			
138422	12/30/2010	TR102717	0.00	0.00	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
RICHARD ALAN FLESHMAN																			
138423	12/30/2010	TR100505	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	399.10	0.00	\$399.10
BORIS O OSORIO-CRUZ																			
138424	12/30/2010	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	167.00	0.00	\$167.00
TIMOTHY AARON BALDERAS																			
138425	12/30/2010	TR104294	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
APRIL STANLEY																			

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138426	12/30/2010	LW100285	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	124.00	60.00	\$189.00
GILBERTO GALAVIZ GUERRERO																			
138427	12/30/2010	TR103812	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
SHERI DAWN WENDLAND																			
138428	12/30/2010	TW100039	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	132.95	85.00	\$217.95
VICTORIA N MONSIVAIS																			
138429	12/30/2010	TR090806	0.00	0.00	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
NICHOLAS SHONORRIS JOHNSON																			
138430	12/30/2010	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	100.00	0.00	\$100.00
NICHOLAS SHONORRIS JOHNSON																			
138431	12/30/2010	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	191.00	25.00	\$216.00
MARIA BAHENA																			
138432	12/30/2010	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	0.00	57.90	\$57.90
LAURA ANNE GREGORY																			
138433	12/30/2010	TR104330	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	303.90	90.10	\$402.00
DANIEL ALEXANDER MCFARLAND																			
138434	12/30/2010	TR095386	0.00	0.00	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
KRISTA RENEE WARREN																			
138435	12/30/2010	TR104467	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
MARVIN GENE MCCUNE																			
138436	12/30/2010	TR104225	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
DONALD EUGENE BYERS																			
138437	12/30/2010	TR104281	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
MANUEL ESQUIVEL-PATINO																			
138438	12/30/2010	LW100334	0.00	0.00	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	60.00	\$160.00
JAMES OTIS HANSON																			

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138439	12/30/2010	LW100335	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	92.00	90.00	\$185.00
JAMES OTIS HANSON																			
138440	12/30/2010	TR104286	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
EVAN CONNOR SUTTON																			
138441	12/30/2010	TR103248	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.10	0.00	\$189.10
CHRISTOPHER ELLI MONTEMAYOR																			
138442	12/30/2010	TR100548	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	110.10	\$160.00
JIM WILLARD PARKS																			
138443	12/30/2010	TR104463	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	44.90	60.10	\$110.00
ANGELITA MARIA PORTER																			
138444	12/30/2010	JV090259	0.00	0.00	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
KAMERY WOOLDRIDGE																			
138445	12/30/2010	TR103599	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.00	0.00	\$36.00
RICHARD ORTIZ																			
138446	12/30/2010	TR104288	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 ORTIZ DAVIDSON																			
138447	12/30/2010	TR104267	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
TROY DALE MANSFIELD																			
138448	12/30/2010	TR104094	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97.00	0.00	\$97.00
PEDRO OCHOA																			
138449	12/30/2010	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	103.00	0.00	\$103.00
JACOB JAY JENSEN																			
138450	12/30/2010	TR104535	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.90	0.00	0.00	0.00	0.00	0.00	33.10	65.00	\$108.00
KRISTEN DESIRAE SCRUGGS																			
138451	12/30/2010	TR104102	0.00	0.00	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
AUSTIN CHARLES CRAWFORD																			

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Time Printed: 6:09:01PM

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
138452	12/30/2010	TR104535	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(9.90)	0.00	0.00	0.00	0.00	0.00	(33.10)	(65.00)	(\$108.00)
KRISTEN DESIRAE SCRUGGS																			
138453	12/30/2010	TR104534	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	0.00	0.00	0.00	95.10	\$108.00
KRISTEN DESIRAE SCRUGGS																			
																		0.00	\$0.00
CUMULATIVE TOTALS :			4.00	226.80	30.00	0.00	0.00	0.00	513.00	360.00	514.80	240.00	505.00	85.00	595.00	2,914.00	51,533.1	35,085.1	\$92,605.95

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

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

Pg. 42

Date Printed: 12/30/2010

Time Printed: 6:09:01PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	101	505.00	480.00	185.00	5.00	125.00	0.00	165.00	25.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	122	590.00	570.00	115.00	15.00	170.00	0.00	270.00	20.00	0.00	0.00	0399-0000-208400
AFPPWA	PARKS & WILDLIFE ARREST	17	85.00	85.00	10.00	0.00	30.00	0.00	45.00	0.00	0.00	0.00	0399-0000-208400
CS	CHILD SAFETY	18	360.00	360.00	320.00	0.00	0.00	0.00	40.00	0.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	2	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	24	240.00	240.00	140.00	0.00	40.00	0.00	60.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	2	226.80	226.80	0.00	0.00	0.00	0.00	226.80	0.00	0.00	0.00	010100.0000.20701
DPS	DPS ARREST FEE	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0399-0000-208400
DSC	DEFENSIVE DRIVING	54	514.80	514.80	59.40	29.70	217.80	0.00	207.90	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	473	51,533.19	47,154.29	14,466.46	499.90	13,551.00	0.00	18,636.93	4,378.90	0.00	0.00	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	2	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	17	2,914.00	2,914.00	595.00	0.00	1,129.00	0.00	1,190.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	173	513.00	504.00	117.00	12.00	168.00	0.00	207.00	9.00	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***

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FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC3.	CONTABLE ARREST FEE	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341913
AFC4.	CONTABLE ARREST FEE	14	60.00	60.00	15.00	0.00	20.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341914
AFGPD	GRANGER POLICE DEPAF	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	5	25.00	25.00	10.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00	0100-0000-341804
BOND	CASH BOND	1	250.00	250.00	0.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C1W.	CONSTABLE 1 WARRANT	21	900.08	750.08	150.08	0.00	100.00	0.00	500.00	150.00	0.00	0.00	0100-0000-341911
C4W.	CONSTABLE 4 WARRANT	10	500.00	500.00	300.00	50.00	50.00	0.00	100.00	0.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT C	328	12,751.21	12,317.21	3,640.11	160.00	3,160.00	0.00	5,357.10	434.00	0.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	326	959.79	923.79	273.00	12.00	237.00	0.00	401.79	36.00	0.00	0.00	0360-0000-341150
CHS2	COURTHOUSE SECURITY	1	1.00	1.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0361-0000-341154
CHS2A	COURTHOUSE SECURITY	320	313.30	307.30	91.00	4.00	79.37	0.00	132.93	6.00	0.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	1	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0399-0000-208730
COM	COMMITMENT	21	105.00	65.00	10.00	0.00	45.00	0.00	10.00	40.00	0.00	0.00	0100-0000-341804
CSF	CHILD SAFETY FUND	1	25.00	25.00	0.00	0.00	25.00	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	40	1,999.92	1,549.92	400.00	0.00	400.00	0.00	749.92	450.00	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIO	2	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	52.00	52.00	0.00	0.00	0.00	0.00	52.00	0.00	0.00	0.00	0100-0000-351304
FNTC	FINE-TRAUMA CENTER	1	48.00	48.00	0.00	0.00	0.00	0.00	48.00	0.00	0.00	0.00	0399-0000-208720
GTWF	GEORGETOWN POLICE D	1	50.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPARTM	2	100.00	100.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	315	617.86	605.86	182.00	8.00	154.00	0.00	261.86	12.00	0.00	0.00	0399-0000-208703
JCD	JUVENILE CRIME & DELI	2	0.75	0.00	0.00	0.00	0.00	0.00	0.00	0.75	0.00	0.00	0399-0000-208180
JCTF	JUSTICE COURT TECHNO	326	1,277.22	1,233.22	364.00	16.00	317.50	0.00	535.72	44.00	0.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	320	1,255.72	1,231.72	364.00	16.00	316.00	0.00	535.72	24.00	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	320	1,873.58	1,837.58	546.00	24.00	470.00	0.00	797.58	36.00	0.00	0.00	0399-0000-208352
JURY FEE	JURY TRIAL 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
LHWF	LIBERTY HILL POLICE DE	3	150.00	150.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
MV	STATE CIVIL JUSTICE DA	161	15.90	15.80	4.00	0.40	4.70	0.00	6.70	0.10	0.00	0.00	0399-0000-208415
OVER	OVER PAYMENT OF FINE	3	14.40	14.40	0.00	0.00	14.40	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
REL	RELEASE	21	105.00	65.00	10.00	0.00	45.00	0.00	10.00	40.00	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	22	4,250.00	4,250.00	1,300.00	0.00	700.00	0.00	2,250.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	173	5,130.00	5,040.00	1,170.00	120.00	1,680.00	0.00	2,070.00	90.00	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	25	115.00	115.00	30.00	0.00	25.00	0.00	60.00	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	39	188.04	188.04	125.00	0.00	3.74	0.00	59.30	0.00	0.00	0.00	0100-0000-341914
TP	TIME PAYMENT	59	1,359.39	1,209.39	400.00	0.00	359.39	0.00	450.00	150.00	0.00	0.00	0399-0000-208860
TWFINE	TOLLWAY FINE	17	561.20	561.20	100.60	0.00	158.50	0.00	302.10	0.00	0.00	0.00	0100-0000-207027

TOTALS SUMMARY											
	3914	92,605.95	86,565.70	25,492.95	1,222.00	24,045.40	0.00	35,805.35	\$6,040.25	0.00	0.00
Direct Deposit	\$0.00										
Cash	\$25,492.95							CSR Credit	\$0.00		
Checks	\$1,222.00							Jail Credit	\$6,040.25	Post for Refund	\$0.00
Money Orders	\$24,045.40									Over Payments	\$0.00
Credit Cards :	\$35,805.35	Escrow Payments	\$0.00	Transaction Fee	\$0.00	Non-Monetary	\$0.00				
TOTAL CURRENCY	\$86,565.70	ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL	\$6,040.25	TOTAL PAID	\$0.00		

Pg. 44

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

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

Pg. 45
Date Printed: 12/30/2010
Time Printed: 6:09:01PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	TOTALS
01-0100-0000-207008		250.00	0.00	0.00	0.00	250.00
0100-0000-209600		1,724.00	1,190.00	0.00	0.00	2,914.00
0100-0000-209700		14.40	0.00	0.00	0.00	14.40
0100-0000-341804		4,588.90	3,729.82	614.00	0.00	8,932.72
0100-0000-341904		3.74	0.00	0.00	0.00	3.74
0100-0000-341911		250.08	500.00	150.00	0.00	900.08
0100-0000-341913		0.00	5.00	0.00	0.00	5.00
0100-0000-341914		615.00	244.30	0.00	0.00	859.30
0100-0000-351304		28,517.36	18,688.93	4,378.90	0.00	51,585.19
0360-0000-341150		522.00	401.79	36.00	0.00	959.79
0361-0000-341154		174.37	133.93	6.00	0.00	314.30
0365-0000-341161		25.00	0.00	0.00	0.00	25.00
0372-0000-341144		697.50	535.72	44.00	0.00	1,277.22
0399-0000-208160		6,960.11	5,357.10	434.00	0.00	12,751.21
0399-0000-208170		0.00	0.00	10.00	0.00	10.00
0399-0000-208180		0.00	0.00	0.75	0.00	0.75
0399-0000-208235		696.00	535.72	24.00	0.00	1,255.72
0399-0000-208300		0.00	0.00	30.00	0.00	30.00
0399-0000-208352		1,040.00	797.58	36.00	0.00	1,873.58
0399-0000-208400		340.00	320.00	20.00	0.00	680.00
0399-0000-208425		2,970.00	2,070.00	90.00	0.00	5,130.00
0399-0000-208500		0.00	0.00	4.00	0.00	4.00
0399-0000-208720		0.00	48.00	0.00	0.00	48.00
0399-0000-208730		0.00	0.00	0.50	0.00	0.50
0399-0000-208860		759.39	450.00	150.00	0.00	1,359.39
0399-0000-208703		344.00	261.86	12.00	0.00	617.86
0399-0000-208721		0.30	0.00	0.00	0.00	0.30
0399-0000-208415		9.10	6.70	0.10	0.00	15.90
0100-0000-207027		259.10	302.10	0.00	0.00	561.20
01.0100.0000.207017	DLQ FEE	0.00	226.80	0.00	0.00	226.80
TOTALS:		50,760.35	35,805.35	6,040.25	0.00	92,605.95

Receipt Numbers
137932 - 138453

Consent Agenda

Commissioners Court - Regular Session

Date: 01/11/2011
Submitted By: Ursula Stone, Purchasing
Department: Purchasing
Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on authorizing the transfer of a file cabinet from Auction to Parks.(Complete list filed with official minutes)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Asset Transfer](#)

Form Routing/Status

Form Started By: Ursula Stone
Started On: 01/04/2011 04:21 PM
Final Approval Date: 01/06/2011

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Tan 4 drawer letter file cabinet			

Parties involved:

FROM (Transferor Department):

Auction

Transferor - Elected Official/Department Head/

Authorized Staff:

Tony Hill

Contact Person:

T. Hill

Print Name

Print Name

Signature

Date Phone Number

12-28-16

943-3314

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

Parks Dept.

Transferee - Elected Official/Department Head/

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

GARY BOYD

Contact Person:

Gary Boyd

Print Name

Print Name

Signature

Date Phone Number

1/3/11

260-4226 (or 487-2186)

* 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

TO

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

At

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

**Victim Assistance donation
Commissioners Court - Regular Session**

Date: 01/11/2011
Submitted By: Peggy Braun, Sheriff
Submitted For: Peggy Braun
Department: Sheriff
Agenda Category: Consent

Information**Agenda Item**

Consider approving donations to Victim Assistance from GRC Wireless, Inc (Shelter Alliance Cell Phone Fundraiser) in the amount of \$306.00 and Cartridges for Kids (cartridge fundraiser) in the amount of \$75.75.

Background

Check from GRC Wireless, Inc. and Cartridges for Kids

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Peggy Braun
Started On: 01/04/2011 08:51 AM
Final Approval Date: 01/06/2011

Preliminary Plat Approval of Green Lane Farms Commissioners Court - Regular Session

Date: 01/11/2011
Submitted By: Nickey Lawrence, Unified Road System
Submitted For: Joe England
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and consider preliminary plat approval of Green Lane Farms, Pct. 3.

Background

Fiscal Impact

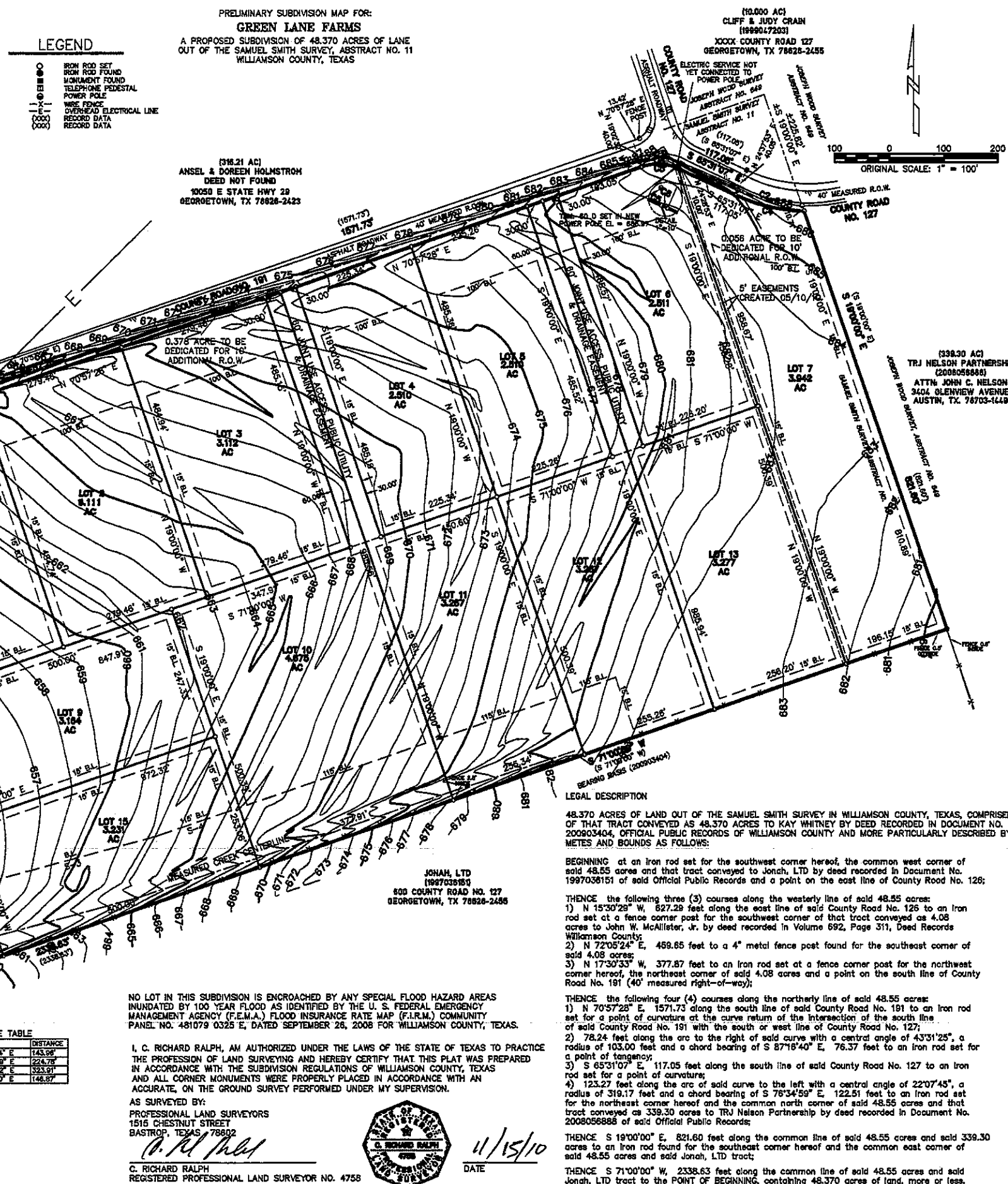
From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Projects Green Lane Farms](#)

Form Routing/Status

Form Started By: Nickey Lawrence
Started On: 12/15/2010 03:46 PM
Final Approval Date: 12/16/2010



JENNIFER VANDAGRIFF
(2003020280)
33 JONAH SPUR
GEORGETOWN, TX. 78626-2455

NUMBER	DIRECTION	DISTANCE
S-1	N 69°21'34" E	143.96'
S-2	N 63°00'39" E	224.78'
S-3	N 74°58'42" E	323.91'
S-4	N 71°00'00" E	144.87'

C. RICHARD RALPH
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4758



DATE 11/15/10

THENCE S 71°00'00" W, 2338.63 feet along the common line of said 48.55 acres and said Jonah, LTD tract to the POINT OF BEGINNING, containing 48.370 acres of land, more or less.

**PROFESSIONAL
LAND SURVEYORS**

515 CHESTNUT STREET
BASTROP, TEXAS 78602
PH: (512) 303-0852
FAX: (512) 332-0861
PROFINDS@RCA.COM

**Hear presentation on and take appropriate action on Waste Management
Annual Landfill Report
Commissioners Court - Regular Session**

Date: 01/11/2011
Submitted By: Lydia Linden, Unified Road System
Submitted For: Robert Daigh
Department: Unified Road System
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation on and take appropriate action on Waste Management Annual Landfill Report

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Waste Mgmt. Report](#)

Form Routing/Status

Form Started By: Lydia Linden Started On: 01/05/2011 03:29 PM
Final Approval Date: 01/06/2011



Williamson County Landfill

Annual Report

Fiscal year 9/01/2009 to 8/31/2010

Section 4.4 of agreement between Williamson
County & Waste Management

Landfill Highlights

Tonnage

267,267

Material Collected

Waste

13,198

Brush diverted

7,092

C&D debris diverted



Our Focus:

**Recycling Center
Williamson County Landfill
Household Hazardous Waste
Community Outreach**



Recycling Center

- The Hutto Recycling Center is located at the entrance to the Williamson County Landfill on F.M. 1660



Hours of Operation:
Monday through Friday: 7 a.m. - 5 p.m.
Saturday: 7 a.m. – noon
Sunday: Closed
(512) 846-2756



- In 2010 recycling services expanded to accept batteries, fluorescent light bulbs and paint
- Number of monthly visitors increased from just 65 in the first month of operation to a steady stream of 400-500 visitors each month.

Recycling Highlights

Recycling Center

Recycling Center Visitors

7,000

Material Collected

Gallons

175 Anti-Freeze
4,314 Used Oil
2,000 Paint

Pounds

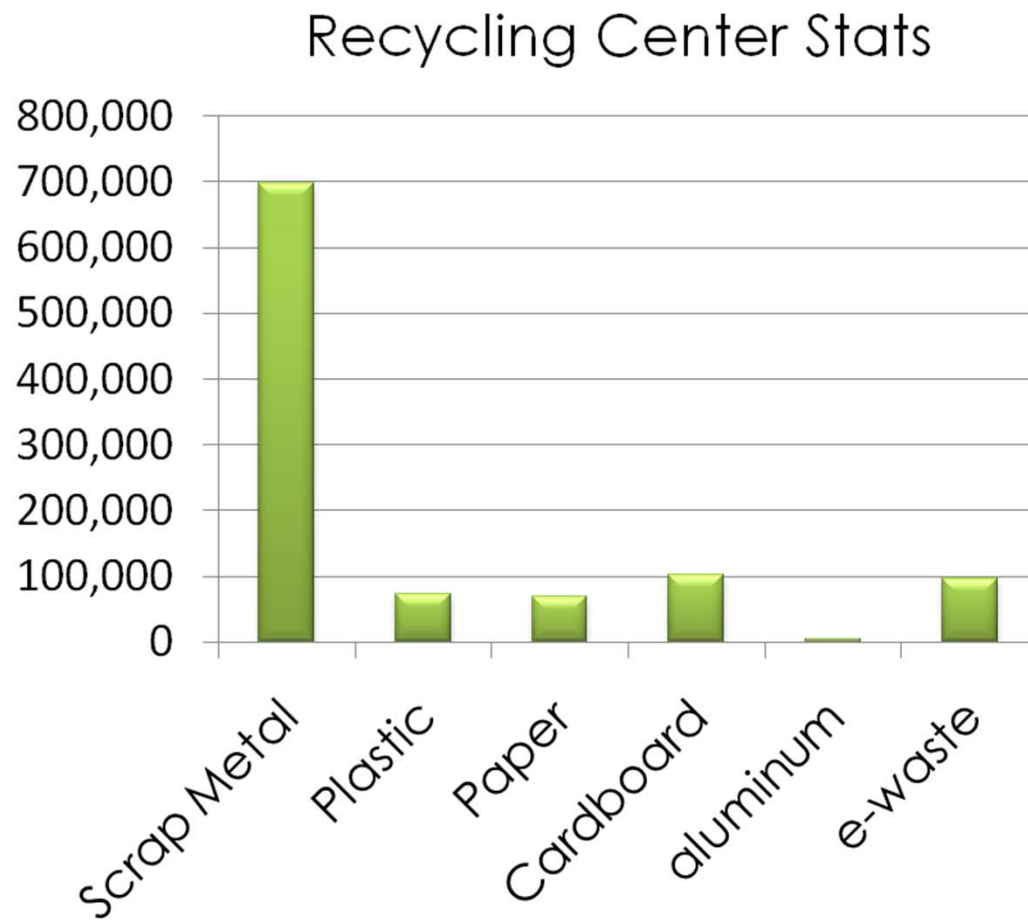
697,756 Scrap Metal
72,240 Plastic
69,279 Paper
101,120 Cardboard
5,000 Aluminum
96,000 e-waste

Semi-annual HHW events

95,363 Household Hazardous Waste



Recycling Center - 1,041,395 pounds

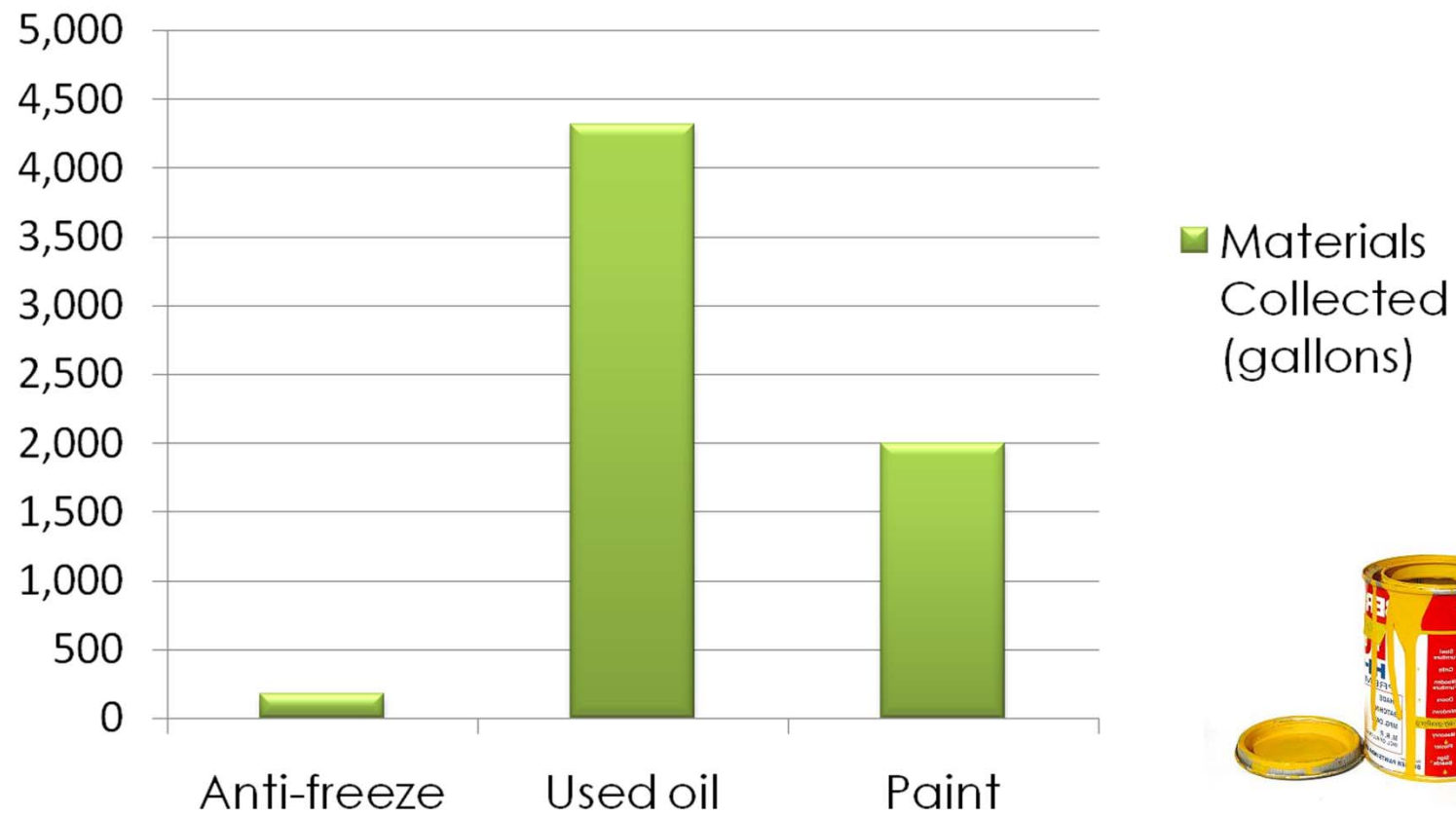


Materials Collected (lbs.)



Recycling Center

Recycling Center Stats Continued



Mulch & Brush Recycling

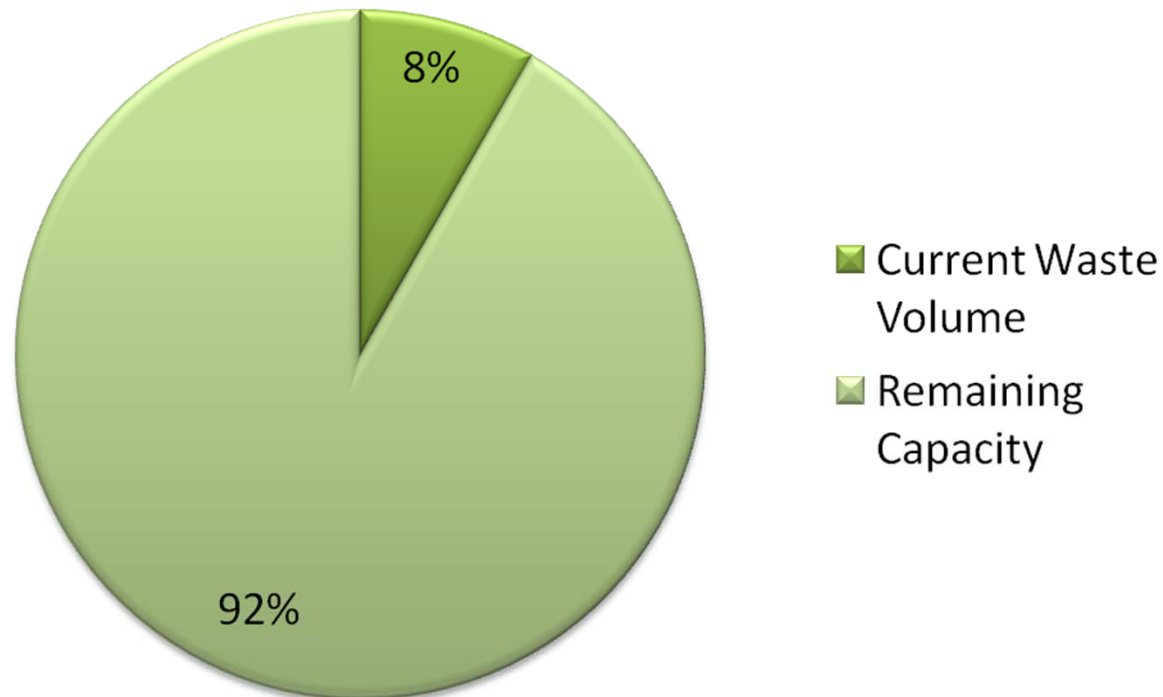
- After the holidays, residents can drop off their Christmas trees at the Williamson County Landfill to be recycled.



- WM also recycles brush by chipping it into mulch.
- The mulch created from the trees and brush is then offered to County residents free of charge.

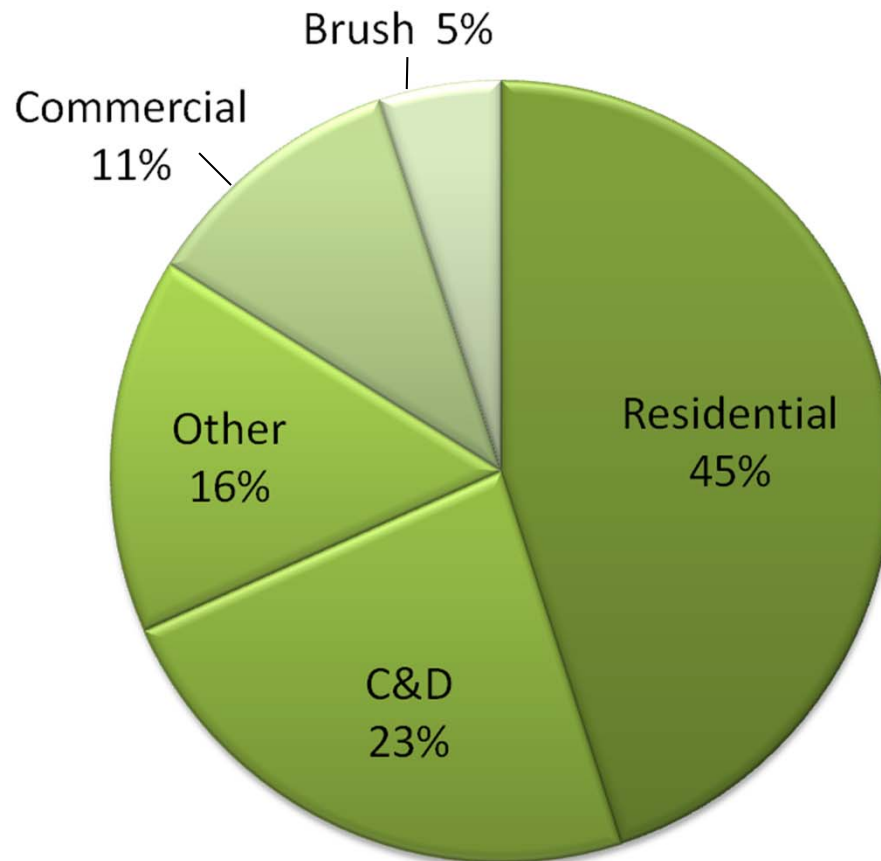
Landfill - Capacity

Current Waste / Capacity (yd³)



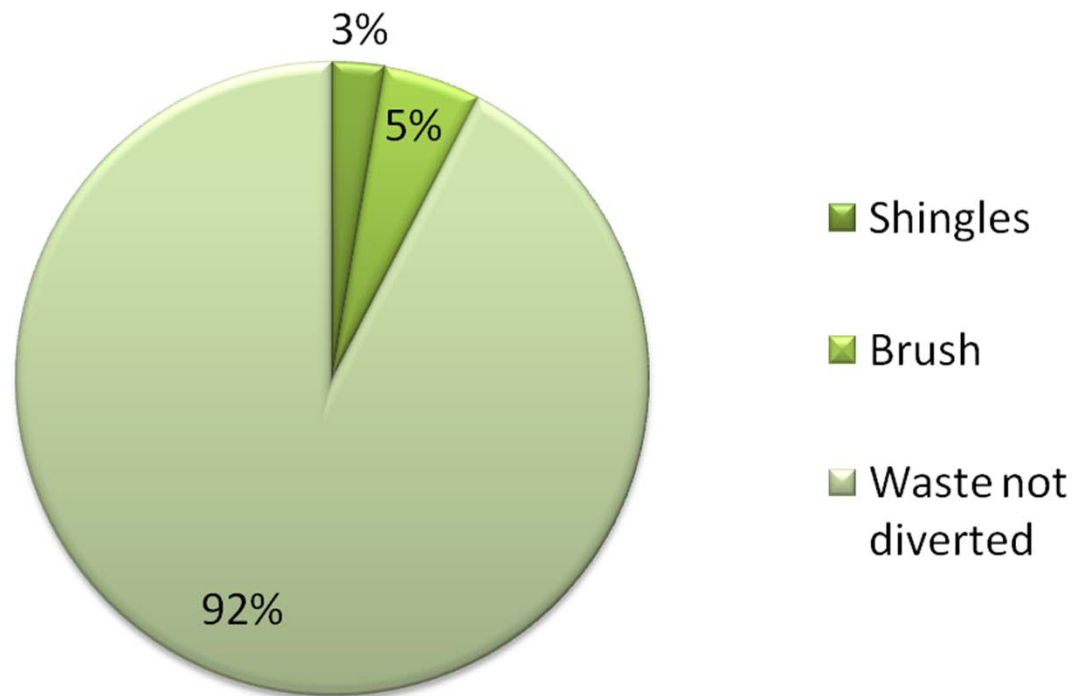
Landfill - Waste Stream

Types of Waste Disposed of at Williamson County



Landfill - Diversion

8% of Waste Diverted



Free/Reduced Landfill Disposal

- Keep Hutto Beautiful's Trash-Off event and regular clean ups and beautification projects
- Riverside Resource Center
- An Adult Day Center for the disabled
- Head-Start Program for early childhood development
- A family whose home had been tragically destroyed
- Flood victims

Landfill - Litter Prevention

- Daily litter pickup on RM 1660
- Every summer, Waste Management Partners with Texas Department of Transportation's "Don't Mess with Texas" Campaign to prevent accidental litter by reminding drivers to "cover their load."
- The information was made available in Spanish & English.



Landfill - Site Development

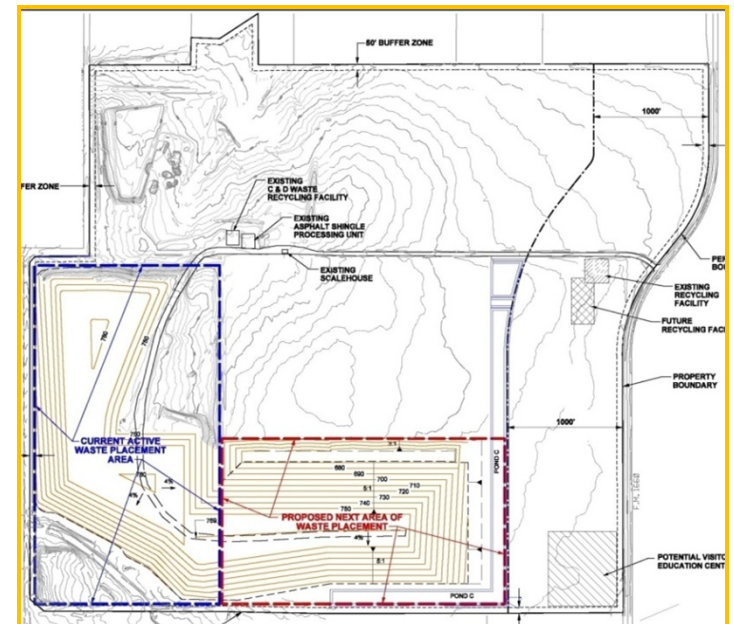


On June 8 from 4 p.m. – 7 p.m. an open house at the Hutto Middle School was held to review the proposed Master Site Development and Recycling Plans.



Landfill - Fill Sequence

- County approved fill sequence on Dec. 7, 2010
- Waste Management will build cell along Chandler Road to complete that section of the landfill first
- Change in fill sequence will provide a screen for landfill activities from Chandler Road



Household Hazardous Waste



- 95,363 lbs of HHW collected in 2010

- 1,700 Williamson County Residents served

- Waste Management held two HHW events in 2010

- Cedar Park 3/27/10

- Round Rock 9/25/10



Community Engagement

- Distributed 3 newsletters in 2010 to neighbors.
- Updated community brochure to a post card.
- Participated in Williamson County's Brown Santa event.
- Participated in local golf tournaments to help community organizations such as the Hutto Athletic Booster Club and the Hutto Lions Club.



Community Engagement

- During Earth Day, Waste Management made presentations to schools to discuss the importance of recycling and reducing waste.

- WM was on the Communications Committee of Hutto Education Foundation and attended the annual gala.



2010 *Dare to Dream Gala*

APRIL 30, 2010

BENEFITING THE HUTTO EDUCATION FOUNDATION

- WM regularly gives tours of the landfill to Hutto students on field trips. Children learn about the importance of recycling, waste reduction & responsible waste management.

Community Donations

- In 2010, Waste Management donated more than \$12,000 to Hutto non-profits including:
 - Hutto Youth Football & Cheer Association
 - WBC Opportunities Head Start Program
 - Hutto Athletic Booster Club
 - Williamson County Symphony Orchestra
 - Hutto Community Food Pantry
 - Ray Elementary School
 - Nadine Johnson Elementary School
 - Hutto Cemetery Association
 - Brown Santa
 - Hutto High School
- Since 2005, WM has donated more than \$80,000 to Hutto non-profits



Community Education

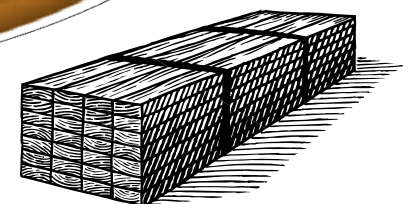
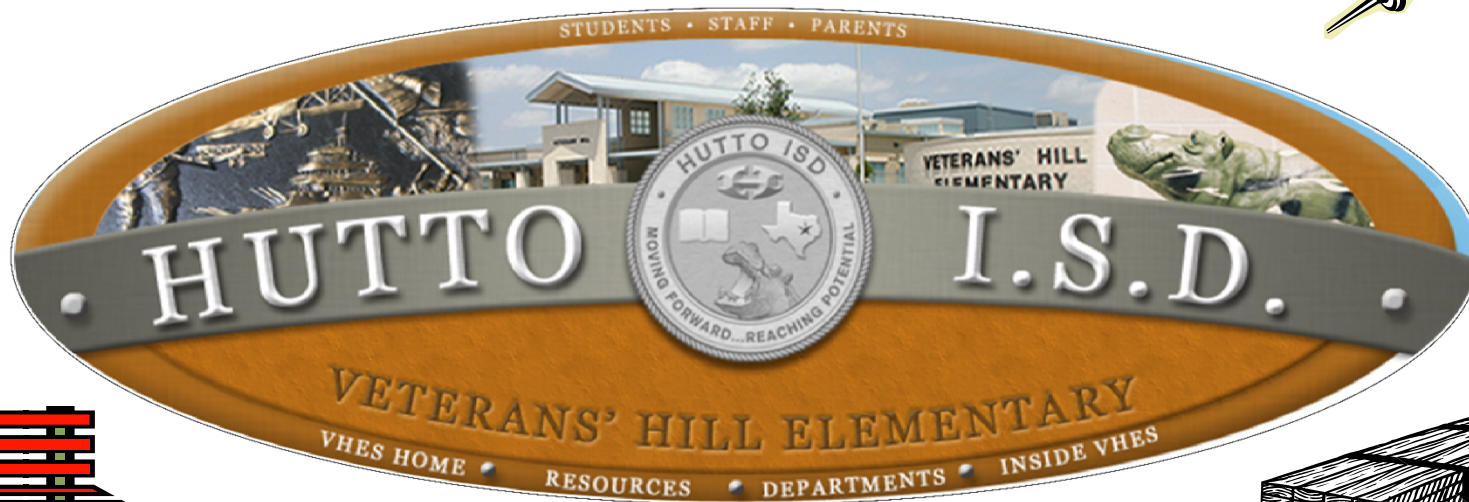
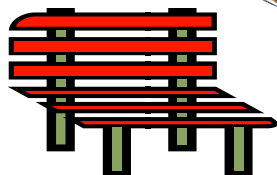


Recyclin' Rocky

- Waste Management provides tours to Girl Scouts, Boy Scouts, and other groups also.
- WM regularly participates in Career Day events throughout the district- Math and Science are a key focus.
- WM also provides presentations to adult organizations, such as the Mayors luncheon held in Cedar Park- all cities within Williamson County are regularly informed about landfill & recycling center activities.

Community Education

- Waste Management is helping Veterans' Hill Elementary School build an outdoor classroom and has donated \$1,000 and other in-kind services to support the project.



Community - Hutto Chamber

- In 2010, Waste Management re-joined the Hutto Chamber of Commerce as a Gold Member and proudly displays its honorary Hippo at the Gatehouse entrance.



- WM is an active member and attends luncheons, dinners, festivals and meetings put on by the Chamber.

Community - Keep Hutto Beautiful

- Landfill Manager Jason Kjar is an ex-officio member.
- Actively participates in clean ups and other events.
- Waste Management has provided in-kind support and services to help clean up some overgrown property located in Old Town Hutto to help KHB create a community garden.



SWCA Supplemental #1 to ENV PSA Commissioners Court - Regular Session

Date: 01/11/2011
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving SWCA, Inc. Supplemental #1 to their "On-Call" Environmental work Professional Services Agreement (PSA).

Background

Included here is a list of projects that are moving forward now that we will need SWCA to execute work authorizations on for environmental.

- Chandler Road
- RM 620
- CR 101
- CR 119
- SH 195
- Update the BA on IH-35 NBFR road & ramps
- Any RHCP preparation that may arise

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [SWCA Supp1 to ENV PSA](#)

Form Routing/Status

Form Started By: Marie Walters Started On: 01/06/2011 11:24 AM
 Final Approval Date: 01/06/2011

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 1
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 SWCA, Incorporated *(the "Consultant")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the Consultant executed a contract on July 25, 2006;

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 Consultant 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 \$1,000,000.00 to \$1,500,000.00.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$1,000,000.00 to \$1,500,000.00.
- III. The hourly Rates in the original Exhibit II are hereby amended as shown in the attached revised Exhibit II (must be attached).

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

Project Name: "On-Call" Environmental Work

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

CONSULTANT:

By: 
Signature

Gary L. Galbraith
Printed Name

Managing Principal
Title

12/22/2010
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

OK
mly 1/5/2011

Fuessel Right of Entry Agreement - FM 1660

Commissioners Court - Regular Session

Date: 01/11/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution authorizing the County Judge to execute a Right of Entry Agreement with Norman Fuessel regarding right-of-way needed on FM 1660.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Fuessel Right of Entry Agreement FM 1660](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 01/06/2011 09:00 AM
Final Approval Date: 01/06/2011

RIGHT OF ENTRY AGREEMENT

Owner's Name: Norman Fuessel

Owner's Address: 11255 Hwy. 79, Taylor, Texas 76574

Owner's Phone Number: 512-846-2370

PROPOSED FM 1660 REALIGNMENT PROJECT, HUTTO, WILLIAMSON CO., TEXAS

In consideration of \$1.00 and other good and valuable consideration from Williamson County ("County") to the Owner, Owner grants a Right of Entry upon the Property to the County, and all of their employees, agents and contractors, upon the following terms and conditions:

1. The County, and all of their employees, agents and contractors, may enter upon the Property from and after the date of execution of this document for a period not to exceed ~~three (3)~~ ^{one} (1) months for the purposes including, but not limited to: environmental site analysis and testing and assessment, archaeological surveying analysis and testing, and to perform mechanical scraping operations within areas of the proposed right-of-way (ROW) that approach 75 feet of the marked boundaries of the ~~Mondak~~ ^{Monadale} Cemetery and geophysical analysis and testing.
2. Owner understands that, in connection with these tasks, trenching or excavation by machinery, shovel testing, minor brush cutting or tree trimming may be necessary. The County and all of their employees, agents and contractors will make every effort possible to keep this to a minimum. Holes dug as a result of this testing will be refilled to existing grade.
3. THE RIGHT OF ENTRY IS NOT REVOCABLE FOR THE TERM HEREIN GRANTED.
4. The County agrees to restore the Property, as far as practical, to its previous condition upon the completion of activities under this agreement, and the County agrees to indemnify the Owner for any damages caused by its employees, agents or contractors. Although the County and all of their employees, agents and contractors will exercise reasonable care in performing these tasks, it is understood that there may be unavoidable brush trimming, the correction of which is not part of this Right of Entry Agreement.
5. The undersigned certifies that he or she is the owner, or the duly authorized agent of the owner, of the land described above.
6. Property to be accessed through gates only. No fences are to be cut or removed.

[SIGNATURES ON FOLLOWING PAGE]

Executed on the 30th day of Dec., 2010.

Owner's Name (Printed) Norman Fuessel

Owner's Signature Norman Fuessel Date Dec. 30, 2010

Owner's Address: 11255 Hwy. 79, Taylor, Texas 76574

Owner's Phone Number: 512-846-2370

Special Conditions:

Contact Mr. Fuessel at 512-846-2370 at least 24 hours in advance of excavation.

*Owner requires that trenches be filled
with bottom soil on the bottom & top soil on top.*

Accepted by:
County of Williamson
By:

**Discuss and take action on the ILA between Chisholm Trail SUD and
Williamson County on Ronald Reagan Phase III Improvements
Commissioners Court - Regular Session**

Date: 01/11/2011
Submitted By: Terri Countess, Commissioner Pct. #3
Submitted For: Valerie Covey
Department: Commissioner Pct. #3
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action on the ILA between Chisholm Trail SUD and Williamson County on Ronald Reagan Phase III Improvements.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Chisholm SUD Reagan III](#)

Form Routing/Status

Form Started By: Terri Countess
Started On: 01/04/2011 01:12 PM
Final Approval Date: 01/06/2011

**INTERLOCAL AGREEMENT
REGARDING THE REPAIR OF CERTAIN WATER SYSTEM IMPROVEMENTS**

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§	

THIS INTERLOCAL AGREEMENT REGARDING THE REPAIR OF CERTAIN WATER SYSTEM IMPROVEMENTS ("Agreement") is entered into between Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas (the "**District**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the District and the County are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

RECITALS

Whereas, the County has acquired right-of-way and constructed county road improvements over existing District waterline easements and facilities at certain locations; and

Whereas, the County and the District desire to provide for the repair said line(s) in the event of a waterline break, leakage, or other conditions, and specifically desire to specify the respective responsibilities of the Parties for repair costs, traffic mitigation, roadway repairs, and other matters arising out of the construction of road improvements on top of a waterline.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**ARTICLE I
General Scope**

1.01 This Agreement applies to the following locations where the County has acquired right-of-way and constructed road improvements on the surface of lands in which District has or hereafter constructs water system improvements in pre-existing easements (collectively, the "Impacted Easements"):

- (i) CR 245;
- (ii) CR 219;
- (iii) Cedar Hollow Road; and
- (iv) any other location where the County constructs road improvements over lands in which the District possesses a pre-existing easement.

1.02 The Parties agree that this Agreement is not intended to modify any of District's rights under the Impacted Easements, and such rights shall remain in full force and effect. Nor is this Agreement intended to modify the County's rights with respect to its right-of-way, which rights shall remain in full force and effect.

ARTICLE II. Road and Traffic Matters

2.01 Notice. District agrees to notify the County as soon as practicable regarding the necessity to access or repair a waterline or related improvements located within an Impacted Easement.

2.02 Road Closing and Traffic Matters. In the event the District has to repair or otherwise exercise its rights with respect to improvements located within the Impacted Easements, the County shall be solely responsible for taking any and all actions related to its right-of-way necessary to protect public safety; to provide traffic control; to close lanes; to implement speed zones; to perform roadway or median restoration, clean-up, or road and right-of-way repairs; and to take other actions related to the right-of-way arising out of or related to the exercise of the District's rights under such the Impacted Easement below such roads. The District shall have no responsibility to incur, or provide payment for, any costs in connection with such matters. The County shall not be responsible for the payment of cost of repairs to waterline improvements, except as provided in Article III below.

2.03 Emergencies. The Parties acknowledge that in the event of emergencies, it may not be practicable for the District to provide prior notice to the County before the District exercises its rights under the Impacted Easements.

2.04 Liability. The Parties agree that other than the cost of repairing its waterlines in accordance with Article III below, the District shall have no liability or responsibility for any costs, damages, or injury that arise out of, or are related to, the construction and operation of roadway improvements over District water system improvements within the Impacted Easements, including damage to the roadways, personal injury, or third person property damage. As between the District and the County, it is the Parties' mutual intention that the County shall be responsible for all such costs and damages.

ARTICLE III Water Line Repairs

3.01 District Responsibility. The District shall be responsible for performing all repairs to its facilities located within the Impacted Easements, and for otherwise complying with its obligations under the Impacted Easements.

3.02 Costs and Expenses. The District shall be responsible for all costs and expenses directly

related to repairing its waterline improvements (but excluding costs associated with repairing the road or right-of-way improvements and traffic matters) located within the Impacted Easements, except as follows:

(i) The County shall be responsible for any costs or expenses incurred by the District in connection with performing repairs to its facilities the cause of which are directly related to, and proximately caused by, the presence of the road or right-of-way. By way of example, in the event a contractor of the County cuts a District waterline in connection with performing road improvements, the County shall be responsible for payment of all costs and expenses incurred by the District in connection with repairing its waterline caused by such contractor. The County agrees to reimburse all such costs and expenses within 30 days of receipt of a written invoice for payment from the District.

(ii) In connection with performing any repairs of waterline improvements within the Impacted Easements, the District shall encase the waterline improvements while performing the repair. The County agrees to reimburse the costs associated with such encasement within 30 days of receipt of a written invoice for payment from the District.

(iii) After installation of the encasement, and as between the Parties only, the District shall thereafter be responsible for all costs and expenses it incurs in connection with repairing facilities located within the encasement, regardless of the cause.

(iv) The County shall not be responsible for any costs or expenses associated with injuries to persons or property arising out of the negligent acts or omissions, gross negligence, or willful misconduct of the District's employees in connection with performing any repairs to its waterline facilities located within the Impacted Easements.

ARTICLE IV Miscellaneous Provisions

4.01 Authority. This Agreement is made under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

4.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

4.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

District:	851 FM 970 P.O. BOX Florence, Texas 76527 Attn: General Manager Telephone: (254) 254-793-3013 Facsimile: (254) 793-3100
COUNTY:	Williamson County 710 Main Street, Suite 101 Attn: Judge Dan A. Gattis Telephone: (512) 943-1577 Facsimile: _____

4.08 Attorneys' Fees. In the event of any suit or other adjudication between the Parties to enforce any claim arising out of this Agreement or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable and necessary attorney's fees, expert witness fees, and all other costs and expenses incurred in resolving the suit or adjudication from the non-prevailing Party as provided by Texas Local Government Code § 271.159.

4.09 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.10 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

[Signatures on the following page.]

Executed to be effective as of the last date of execution below.

WILLIAMSON COUNTY

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

Witness

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT

By: Mary Wilson
Mary Wilson, President
Date: 12-16-10

Marcus D. Canyos
Secretary V.P.

Consider noting in minutes of Commissioners Court the acquisition of 500 mitigation credits from Hickory Pass Ranch Conservation Bank.

Commissioners Court - Regular Session

Date: 01/11/2011
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider noting in minutes of Commissioners Court the acquisition of 500 mitigation credits from Hickory Pass Ranch Conservation Bank.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 01/04/2011 02:31 PM
Final Approval Date: 01/06/2011

Billing Write Off Policy amendment 2011 Commissioners Court - Regular Session

Date: 01/11/2011
Submitted By: Kenny Schnell, EMS
Submitted For: Kenny Schnell
Department: EMS
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Billing Write Off Policy for EMS.

Background

To provide direction to contracted third party billing services for writing off un-collectable debt.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Billing Write Off Policy](#)

Form Routing/Status

Form Started By: Kenny Schnell
Started On: 01/06/2011 11:53 AM
Final Approval Date: 01/06/2011



Williamson County Emergency Medical Services

To Respect, Care and Serve

BILLING "WRITE OFF" POLICY

PURPOSE: To provide direction to contracted third party billing services for writing off uncollectible debt.

STANDARD: Third party billing services contractors who are contracted to Williamson County EMS for the purpose of medical billing and collections must adhere to these guidelines as it pertains to the contracted services.

Williamson County may contract with a private – third party billing service for the purpose of providing medical billing services. From time to time, the contractor may need direction for writing off uncollected debt. This policy is intended to provide that direction. The policy becomes effective at the time it is executed by both parties; THE CONTRACTOR and WILLIAMSON COUNTY EMS

- I. EMS allows the billing contractor/agent to bulk write off contractual allowance for Medicare and Medicaid.
- II. For all commercial insurance and private pay clients; all appropriate charges shall be applied uniformly without ability or probability of payment.
- III. Williamson County EMS will not bill for any patient treated at or transported from the Williamson County Jail Facility, 306 W 4th Street or 508 S Rock Street, Georgetown
- IV. Any account that has aged more than 180 days without activity or payment history shall be referred to Williamson County EMS Administration for review. The billing contractor/agent must include all account documentation that demonstrates timely and efficient billing practices. This should include but not be limited to:
 - Account notes
 - Proof of billing statements and date of mailing(s) or electronic contact
 - Summary of amount billed and any current amount received
 - Summary of outstanding balances
 - Evidence of payment plan if applicable



Williamson County Emergency Medical Services

To Respect, Care and Serve

- V. Williamson County Resident (identified by their billing address and zip code) (A) who contact the billing contractor/agent may negotiate a discounted rate to at least meet the BLS or ALS base rate as determined by the charge master. (B) The County Resident is responsible for deductible or co-insurance to meet at least the base rate. The billing contractor/agent must submit a bi-annual report indicating the amount of negotiated reductions for all clients.
- VI. At any time the billing contractor/agent is unable to determine the appropriate process for a particular client, that account should be referred to Williamson County Administration for consultation.
- VII. Any account aged more than 180 days from the original date of service without activity or payment history OR has not been processed for billing within 120 days of the original date of service must be referred to Williamson County EMS administration for disposition on the billing and for a determination by the Director or Deputy Director of Emergency Medical Services on possible write-off. The Director or Deputy Director of Emergency Medical Services is authorized to write-off such accounts as uncollectible debt. The billing contractor/agent must include all account documentation. This should include but not be limited to:
- Account notes
 - Proof of billing statements and date of mailing(s) or electronic contact
 - Summary of amount billed and any current amount received
 - Summary of outstanding balances
 - Evidence of payment plan if applicable

EXECUTED TO BE EFFECTIVE this ____ day of _____, 20__

The authorization representatives of the Parties enter into the above-described Agreement.

WILLIAMSON COUNTY EMS

BILLING CONTRACTOR / AGENT

By _____
Kenneth Schnell, EMS Director

By _____
Billing Contractor / Agent

Discuss and Take Appropriate Action on TDEx User/Equipment Agreement Commissioners Court - Regular Session

Date: 01/11/2011
Submitted By: Jessica Schmidt, J.P. Pct. #4
Submitted For: Jessica Schmidt
Department: J.P. Pct. #4
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding approval of Texas Data Exchange (TDEx) Account Administration Form and Texas Data Exchange (TDEx) User/Equipment Agreement.

Background

TDEx is a DPS program which law enforcement agencies enter information into system and can only be used by law enforcement and courts. TDEx is a tool used to look up criminal history, back history and also a program to put mugshots on our warrants. Hal Hawes has reviewed these forms/agreements.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [TDEx User/Equipment Agreement](#)

Form Routing/Status

Form Started By: Jessica Schmidt Started On: 01/06/2011 10:56 AM
 Final Approval Date: 01/06/2011

**TEXAS DATA EXCHANGE (TDEx) ACCOUNT ADMINISTRATION
TEXAS DEPARTMENT OF PUBLIC SAFETY
CRIME RECORDS SERVICE**

The participating agency agrees to name a TDEx Agency Administrator responsible for:

1. Acting as the single point of contact for TDEx issues;
2. Ensuring compliance with this agreement, current and future versions of the CJIS Security Policy, Department policies and procedures regarding TDEx, and all applicable state and federal laws;
3. Authorizing users from that agency to participate in the TDEx system;
4. Granting users access through the user management tools provided by the system;
5. Removing users from the system when they leave the agency or otherwise become ineligible for access;
6. Ensuring that all users from that agency are trained and informed of policies and procedures that govern TDEx;
7. Reporting security incidents to the Texas Department of Public Safety CJIS ISO, as required by the TDEx User Agreement.
8. The participating agency must notify the TDEx System State Administrator immediately whenever the incumbent TDEx Agency Administrator is replaced by a new person.

The participating agency will ensure that only approved persons performing authorized functions have access to the TDEx system.

FOR THE PARTICIPATING AGENCY:

Williamson County JPY
Agency Name

12/13/2010
Date

Agency Director (Signature)

Agency Director (Print Name)

Kim Reid
Agency Administrator assigned (Print Name)

512-238-2155
Agency Administrator Phone Number

**TEXAS DEPARTMENT OF PUBLIC
CRIME RECORDS SERVICE
TEXAS DATA EXCHANGE (TDEX) USER/EQUIPMENT AGREEMENT**

This document constitutes an agreement between the Texas Department of Public Safety (TXDPS), State Administrator of the Texas Data Exchange (TDEX), P. O. Box 4143, Austin, Texas, 78765-4143 and a criminal justice or law enforcement agency, hereinafter referred to as the User Agency.

AGENCY Williamson County JP4

ADDRESS 211 W 6th St. Taylor TX 76574

This agreement is made pursuant to Chapter 791 of the Texas Government Code and/or Chapter 771 of the Texas Government Code and sets forth duties and responsibilities for both the TXDPS and the User Agency.

The User Agency will ensure that only approved persons performing authorized criminal justice functions have access to TDEX.

TDEX information, including any analytical products derived there from, may not be used as a basis for action or disseminated outside User Agency for any purpose or in any other manner, unless the User Agency first obtains the express permission of the agency or agencies that contributed the information in question. Specifically included within this prohibition is any inclusion of TDEX information in an official case file and any use of TDEX information in the preparation of judicial process such as affidavits, warrants, or subpoenas. User Agency may not electronically retain TDEX information without obtaining the TDEX contributing agency's permission. When TDEX information is summarized or otherwise documented, the User Agency shall indicate that the information was obtained from TDEX.

Notwithstanding the requirement in the preceding paragraph that TDEX information not be used as a basis for action or disseminated without first obtaining the permission of the contributing agency, in accordance with and to the extent permitted by applicable law, court process, or applicable guidelines, immediate dissemination of TDEX information without such permission can be made if the User Agency determines that:

- (a) there is an actual or potential threat of terrorism, immediate danger of death or serious physical injury to any person, or imminent harm to U.S. national security; and
- (b) it is necessary to disseminate such information without delay to any appropriate recipient for the purpose of preventing or responding to such a threat, danger, or harm.

The User Agency shall immediately notify TXDPS and the TDEx contributing agency if it disseminates any TDEx information under this exception. Any requests for reports or information in TDEx from anyone other than a party to this User Agreement will be directed to the TDEx User Agency which contributed the data.

TXDPS RESPONSIBILITIES REGARDING TDEx

TXDPS agrees to maintain, operate and manage TDEx communications and criminal justice information systems on a 24-hour, 7-day per week and 365 days per year basis. TXDPS further agrees to act as the State Administration Agency to facilitate the exchange of information between the User Agency and the following agencies: Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) National Data Exchange (N-DEx), TXDPS Driver's License Files (DL), Sex Offender Registration (SOR), Texas Department of Criminal Justice (TDCJ) probation/parole data and other data files may be implemented in future applications of information available to authorized users.

TXDPS reserves the right to restrict the type and scope of data to which the user may have access. TXDPS will provide system training to TDEx users at no charge to the User Agency at a time and location to be designated by TXDPS. The obligation of TXDPS to incur training costs is conditional upon sufficient funds budgeted and available. No financial liability will be incurred by TXDPS by virtue of this agreement beyond monies available to it for the purpose of fulfilling this agreement.

TXDPS may provide or assist User Agency with the initial installation of adapter hardware, records management system (RMS) and/or jail management system (JMS) software enhancements or interface functionality(s). User Agency RMS and/or JMS software enhancements delivered as the result of custom developed TDEx functionality are the property of the User Agency or User Agency RMS/JMS software vendor. User Agency is responsible for maintaining the capability to submit data to TDEx following User Agency RMS/JMS enhancements or replacement.

TXDPS agrees to maintain its applicable TDEx hardware, software and functionality including data adapter extraction and export methodology/technology plus future implementation(s) involving National Information Exchange Model (NIEM) Information Exchange Package Documentation (IEPDs). This determination may be made by TXDPS or its authorized designee.

TDEx maintains an audit capability that will log the date, time, subject, and originating account of all user queries. TXDPS will maintain the audit logs for five years or for the life of the records accessed, whichever is longer.

TXDPS reserves the right to immediately suspend service to the User Agency when applicable policies are violated. Service may be reinstated following such instances upon receipt of satisfactory assurances that such violations have been corrected. All costs for reconnection service are the responsibility of the User Agency. TXDPS shall have the authority to inspect and audit the equipment, records, and operations of the User Agency to determine compliance.

USER AGENCY RESPONSIBILITIES REGARDING TDEx

The User Agency may only access and use TDEx information for official criminal justice and national security purposes. TDEx information cannot be accessed or used for any other purpose. User Agency agrees to allow TXDPS to share User Agency data contributed to TDEx with other authorized criminal justice agencies.

The User Agency shall abide by all laws of the United States and the State of Texas, and shall abide by all present or hereinafter approved rules, policies and procedures of TDEx and N-DEx concerning the collection, storage, processing, search, retrieval, dissemination and exchange of criminal justice information.

If the User Agency provides TDEx derived criminal justice information to another criminal justice or law enforcement agency, which at that time is not operating through TDEx pursuant to a TDEx User Agreement, then it shall be the responsibility of the User Agency to verify that the non-user agency abides by the laws of the United States and the State of Texas and the operational policies of the applicable systems.

The User Agency agrees to appoint a TDEx Agency Administrator responsible for:

- a. Acting as the single point of contact for TDEx issues;
- b. Ensuring compliance with this agreement, current and future versions of policies and procedures regarding TDEx and all applicable state and federal laws;
- c. Vetting, authorizing and managing users through the role based user management tools provided in TDEx;
- d. Terminating user access immediately upon user separation from the agency or otherwise become ineligible for access;
- e. Ensuring that all users from that agency are trained and informed of policies and procedures;
- f. Reporting security incidents to the TXDPS CJIS Information Security Officer (ISO), as required by the User Agency's CJIS Security Addendum.

The User Agency must notify the TDEx State Administrator immediately whenever the incumbent Agency Administrator is replaced.

User Agency certifies that all User Agency staff with access to TDEx have undergone background checks consistent with Texas or federal requirements, so long as, at a minimum, those requirements included a criminal history and national fingerprint check.

The User Agency shall be responsible for maintaining the User Agency RMS and/or JMS in good working order. The User Agency agrees to maintain its applicable hardware, RMS, JMS, and adapter interface functionality(s) to maintain complete and continual functionality with TDEx. User Agency hardware (including workstations utilized to access), RMS, JMS and adapter interface shall be installed in a location where only authorized personnel have access.

The User Agency is responsible for providing its own Internet connectivity and maintenance which meets CJIS Security Policy requirements.

Each TDEx contributing User Agency retains sole ownership of, sole responsibility for, and exclusive control over the content of the information that it contributes to TDEx, and each User Agency may, at will and at any time, update, correct, or delete the information that it contributes to TDEx. Each TDEx contributing User Agency has the sole responsibility to ensure that information that it contributes to TDEx was not obtained and is not maintained in violation of any federal, state, or local law applicable to that agency. In addition, each TDEx contributing agency has the sole responsibility and accountability for ensuring compliance with all laws, regulations, policies, and procedures applicable to its entry and sharing of information into TDEx. TDEx User Agency will duly report to TXDPS and the contributing User Agency in writing any instance in which TDEx information is used in an unauthorized manner. Such notice is to be provided in a timely manner within three days of when the party first learned of the unauthorized use.

Each TDEx contributing User Agency has the duty, sole responsibility, and accountability to make reasonable efforts to ensure the accuracy upon entry, and continuing accuracy thereafter, of information that it contributes to TDEx. Should TXDPS receive a challenge to or reasonable question about the accuracy of the information in TDEx, TXDPS will notify the TDEx User Agency.

Any User Agency data or process related to TDEx that could affect and cause degradation of service to other TDEx users must be authorized by TXDPS prior to implementation. TXDPS reserves the right to refuse such application on TDEx should resources not be available, or in the best interest of the TDEx users.

TDEX USER AGREEMENT TERMINATION AND DURATION

This TDEx User Agreement may be terminated at any time upon the mutual written consent of the parties. In the event that both parties consent to terminate this TDEx User Agreement, the parties will consult prior to the date of termination to ensure termination on the most economical and equitable terms.

Either party may terminate this TDEx User Agreement upon 30 days written notice to the other party. Such notice will be the subject of immediate consultation by the parties to decide upon the appropriate course of action. In the event of such termination, the following will apply:

- (a) The terminating party will continue participation, financial or otherwise, up to the effective date of termination.
- (b) Each party will pay the costs it incurs as a result of termination.
- (c) All rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of all information received during a party's participation in this MOU shall survive any termination.

This TDEx User Agreement will enter into force on the day it is signed by the last party and it will remain in effect until terminated or modified by the parties may be terminated at any time upon the mutual written consent of the parties. In the event that both parties

consent to terminate this MOU, the parties will consult prior to the date of termination to ensure termination on the most economical and equitable terms.

User Agency, to the extent authorized by law, agrees to indemnify and save harmless TXDPS, its Director and Employees from and against any and all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment or any cause of action whatsoever, arising out of or involving any negligence on the part of the User Agency or its employees in the exercise of enjoyment of this Agreement.

In WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by the proper officers and officials.

TEXAS DEPARTMENT OF PUBLIC SAFETY

By Steven C. McCrow

Title Director

Signature Steven C. McCrow

Date 7/30/2009

USER AGENCY

By _____

Title _____

Signature _____

Date _____

TxDOT Resolution

Commissioners Court - Regular Session

Date: 01/11/2011
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 resolution to TxDOT regarding the environmental approval process.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [TxDOT Resolution](#)

Form Routing/Status

Form Started By: Grimes Kathy Started On: 01/06/2011 11:58 AM
Final Approval Date: 01/06/2011

Resolution

The State of Texas }

 } Know All Men By These Presents:

County of Williamson }

That on this, the ____ day of December, A. D. 2010, the Commissioners Court of Williamson County, Texas, met duly called and convened lawful Session at the County Courthouse in Georgetown, Texas, with the following members present:

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

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

WHEREAS, the current process for securing environmental approval from the Texas Department of Transportation (TxDOT) has become arduous and protracted with unnecessary and excessive delays, especially for locally-funded projects; and,

WHEREAS, this process does not address project priorities, meaningful deadlines or accountability by TxDOT's Environmental Affairs Division; and,

WHEREAS, the process has resulted in millions of dollars obligated by local entities that cannot be spent on projects which have uncertain development and construction deadlines, preventing local officials from meeting obligations to the constituents who are paying property taxes to fund improvements on State Highways; and,

WHEREAS, since November 2000, Williamson County approved over \$713 million in road bond funding, of which 53% has been spent or is programmed to be spent on State Highway projects, and which the County is funding 100% of project costs and in some cases constructing the State Highway improvements; and,

WHEREAS, the Texas Department of Transportation took three years to environmentally approve one of these projects, the US 183 Pass-Through Finance Project (an environmentally "clean" project), which increased project right-of-way costs by \$25 million and delayed improvements on this dangerous stretch of roadway where six people died within the last two years; and,

WHEREAS, the current environmental approval process endangers the lives of the traveling public and significantly increases construction and right-of-way costs while projects wait for approval; and,

WHEREAS, to address this situation, Williamson County has outlined proposals for a special, expedited review process for any project that is wholly or partially funded by local tax dollars or bond proceeds, based on the basic, fundamental components of streamlined organization, accountability, quality assurance, enforceability, and transparency.

NOW THEREFORE, BE IT RESOLVED that Williamson County supports the adoption of the attached proposals for the expedited environmental review of locally-sponsored projects.

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

Dan A. Gattis, Williamson County Judge

Attest:

Nancy E. Rister, Williamson County Clerk

Solid Waste Fee Funding Policy Commissioners Court - Regular Session

Date: 01/11/2011
Submitted By: Linda Wipff, Commissioner Pct. #4
Submitted For: Ron Morrison
Department: Commissioner Pct. #4
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding the Williamson County and Hutto Education Foundation Solid Waste Fee Funding Policy.

Background

The purpose of this Policy is to provide guidelines and regulations to the Hutto Education Foundation relating to the Solid Waste Fee Account established by Williamson County through collections of fees at the Williamson County Landfill.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Hutto Ed Foundation](#)

Form Routing/Status

Form Started By: Linda Wipff Started On: 01/05/2011 11:50 AM
Final Approval Date: 01/06/2011

Williamson County and Hutto Education Foundation Solid Waste Fee Funding Policy

The purpose of this Policy is to provide guidelines and regulations to the Hutto Education Foundation relating to the Solid Waste Fee Account established by Williamson County through collections of fees at the Williamson County Landfill.

FUNDING POLICY

1. Hutto ISD Solid Waste Fee Distribution

- a) The Hutto Education Foundation shall receive the fees designated for the Hutto ISD.
 - I. Up to One Percent (1%) of the Solid Waste Fees collected each year shall be transferred to the Hutto Education Foundation annually at the discretion of the Williamson County Commissioners Court.
 - II. Each year, the Hutto Education Foundation shall deposit Twenty Five Percent (25%) or a minimum of Twenty Thousand Dollars (\$20,000) of the Solid Waste Fees received (the "Minimum Annual Investment Amount") in an endowment for use in the future (the "Endowment Fund"). The Minimum Annual Investment Amount must be deposited each year into the Endowment Fund until the Endowment Fund balance amounts to Five Hundred Thousand Dollars (\$500,000).
 - III. The Board of Trustees of the Hutto Education Foundation may compose an endowment board or appoint an entity that shall have financial expertise to manage the Endowment Fund.
 - IV. The Endowment Fund shall be kept in a separate account and shall not be commingled with any other Hutto Education Foundation monies or funds. The Hutto Education Foundation or its designee shall invest the funds of the Endowment Fund in order to obtain a maximum amount of return.
 - V. In no event shall the principal balance of the Endowment Fund be reduced to an amount that is less than Five Hundred Thousand Dollars (\$500,000) once the balance of the Endowment Fund is built up to Five Hundred Thousand Dollars (\$500,000) (the "Minimum Fund Balance"). At the discretion of the Williamson County Commissioners Court and the Hutto Education Foundation, the Minimum Fund Balance (\$500,000) of the Endowment Fund may be increased.
 - VI. Any portion of funds that are received in excess of the Minimum Annual Investment Amount may be distributed throughout Hutto ISD in direct services that assist student learning including teacher training, purchase of classroom and library materials, technology, college and technical training scholarships, and equipment; and/or deposited into the Endowment Fund.
 - VII. Once the Minimum Fund Balance (\$500,000) is attained, any principal that is in excess of the Minimum Fund Balance (\$500,000) and any interest earned on such fund may be used for higher education of high school students, which shall include, but not be limited to two year, four year and technical education programs. Any principal exceeding the Minimum Fund Balance (\$500,000) and any interest earned on such funds are intended for the sole purpose of providing higher education opportunities for Hutto ISD students.
 - VIII. Up to a maximum of Five Percent (5%) of the funds that are collected in excess of the Minimum Annual Investment Amount can be used for administrative work of the Hutto Education Foundation.
 - IX. The funds are not available for and shall not be used for on-going maintenance, construction or remodeling of any type of facilities or property without prior approval from the Williamson County Commissioners Court.

- X. Annually, the Hutto Education Foundation must provide a presentation and submit a report to the Williamson County Commissioners Court that includes the following:
 - A report on the Endowment Fund, which includes the end of year balance, the annual amount invested, interest made on the Endowment Fund, and amounts of return on any investments.
 - A report on how the previous funds were used and any goals, benchmarks or accomplishments that were met because of the funds.
- b) Williamson County shall have the right, at any time, to suspend or deny any future transfers of any of the Solid Waste Fees to a particular organization should Williamson County determine that such organization is not using the fees in the manner that was approved by Williamson County or in any manner that violates any term or condition of this Policy/Agreement.

Long-Range Strategic Plan Commissioners Court - Regular Session

Date: 01/11/2011
Submitted By: Connie Watson, County Judge
Submitted For: Connie Watson
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the County's draft long-range strategic plan and public input survey.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Survey](#)

Link: [Draft Strategic Plan](#)

Form Routing/Status

Form Started By: Connie Watson Started On: 01/05/2011 02:53 PM
Final Approval Date: 01/06/2011

Welcome

This is a public opinion survey from Williamson County to get your input on the issues and opportunities facing our county in the next several years.

This is a part of an on-going process to develop a Strategic Plan to help guide the County's decisions.

An open house will be held on February 15, 2011 from 4-7pm in the District Courtroom of the Historic Courthouse to review the results of the public input process. Further details will be available on the Williamson County website (<http://www.wilco.org>) and in other media.

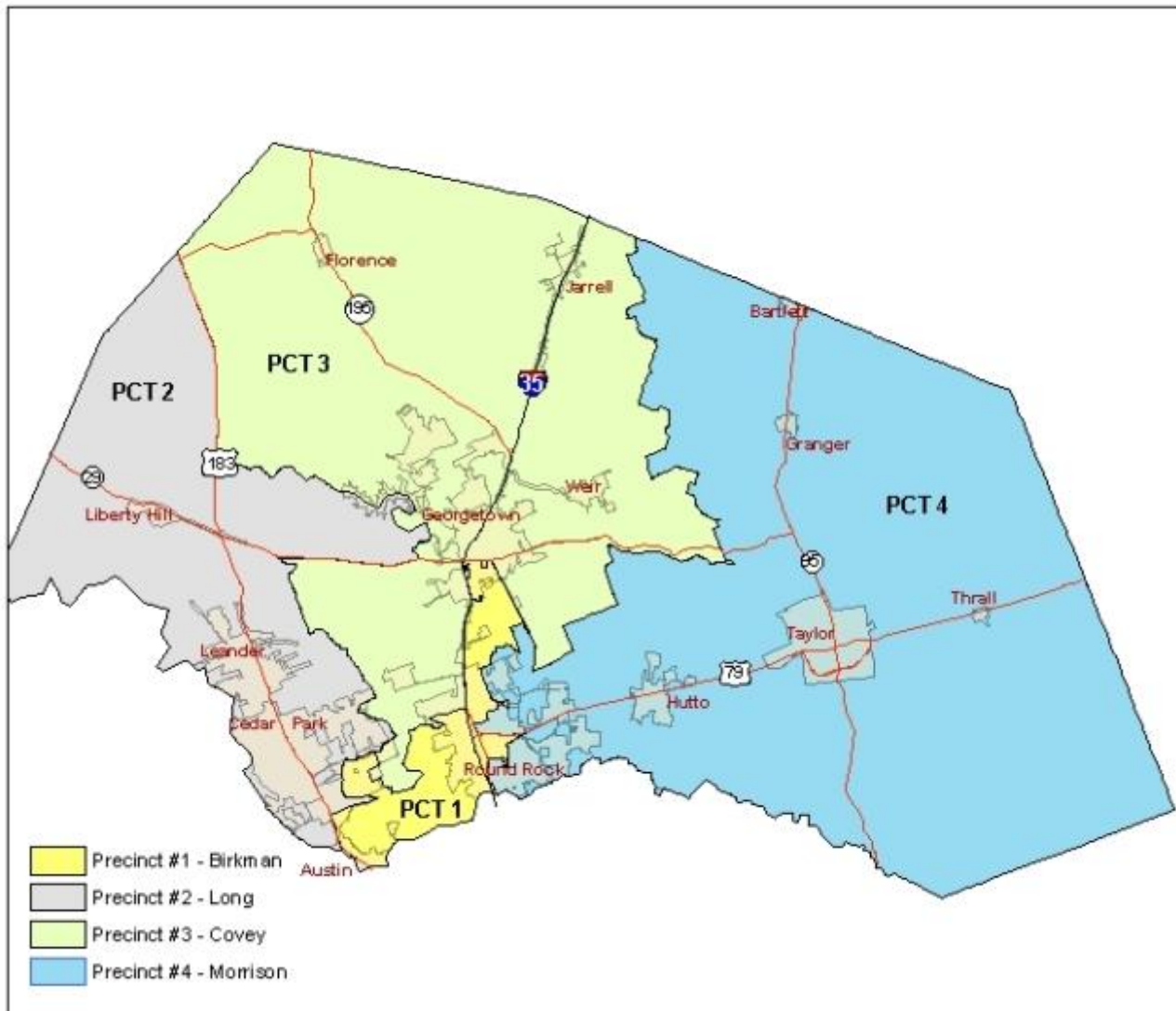
This is your opportunity to make your opinion known and to help shape the future of Williamson County. Your participation is vital to ensure the plan reflects your concerns and priorities.

The following survey is divided into 6 sets of questions:

- About You/Demographics
- Growth
- Human Resources
- Technology
- Facilities
- Policy/Values

It is completely anonymous and confidential. Thank you for your time.

About You/Demographic Information



1. What Williamson County precinct do you live in? Please refer to the map above and mark the appropriate answer below.

☐ Pct. 1

☐ Pct. 4

☐ Pct. 2

☐ Not sure

☐ Pct. 3

☐ Outside the county

2. What is your residential zip code?

ZIP Code:

3. How old are you?

☐ 18-24

☐ 45-54

☐ 25-34

☐ 55-64

☐ 35-44

☐ 65+

4. What range best describes your family's annual household income?

☐ Below \$35,000	☐ \$100,000 to \$149,999
☐ \$35,000 to \$49,999	☐ \$150,000 to \$199,999
☐ \$50,000 to \$84,999	☐ \$200,000 to \$249,999
☐ \$85,000 to \$99,999	☐ \$250,000+

5. What is the highest level of education you have completed?

☐ Some High School	☐ Associates Degree
☐ High School/GED	☐ College Degree (BA, BS)
☐ Some College	☐ Advanced Degree

6. How many years have you lived in Williamson County?

☐ Less than 2	☐ 11 - 20
☐ 2 - 5	☐ More than 20
☐ 6 - 10	

7. Why do you live in Williamson County? Please mark the answer that best represents your feelings.

	Agree Strongly	Agree	Neutral	Disagree	Disagree Strongly
Relatives/family heritage	☐	☐	☐	☐	☐
Small town/rural character	☐	☐	☐	☐	☐
Location/proximity to Austin	☐	☐	☐	☐	☐
Job opportunities	☐	☐	☐	☐	☐
Recreational opportunities	☐	☐	☐	☐	☐
Good place for families	☐	☐	☐	☐	☐
Good schools	☐	☐	☐	☐	☐
Safety	☐	☐	☐	☐	☐
Other	☐	☐	☐	☐	☐

Other (please specify)

8. How do you get information about services, activities, and issues in Williamson County? Check all that apply.

☐ Newspaper

☐ TV

☐ Radio

☐ Twitter

☐ Word of Mouth

☐ Facebook

☐ Internet/Website

☐ Other (please specify)

Growth

Williamson County is one of the fastest growing counties in Texas, and in the country. Between 2000 and 2009 the Census indicates the population grew from 249,967 to 410,686, a 64 percent increase.

This growth is expected to continue into the future placing increased demands on County government to provide services to the expanding population.

The Williamson County Strategic Plan is being developed, in part, as a response to this growth. It is designed to help the County continue to provide excellent services in the face of this growth.

All Texas counties have core services they provide that are spelled out by the Texas Legislature. Those include:

- building, expanding and maintaining roads and bridges
- constructing and operating jails
- operating the judicial system
- maintaining public records
- collecting property taxes
- issuing vehicle registrations and transfers
- registering voters and conducting elections
- providing law enforcement to the unincorporated areas of the county including patrols, criminal investigations and animal control
- reviewing and approving subdivision platting and administering the flood plain maps
- making appointments to boards for Emergency Service Districts and appointing non-elected department heads
- providing indigent health care
- adopting an annual budget and county tax rate to support the services provided

1. Williamson County currently offers some discretionary services. The County should continue to offer...

	Agree Strongly	Agree	Neutral	Disagree	Disagree Strongly
emergency medical services	☐	☐	☐	☐	☐
emergency communications	☐	☐	☐	☐	☐
hazardous material removal services	☐	☐	☐	☐	☐
emergency management	☐	☐	☐	☐	☐
parks, trails and recreational facilities	☐	☐	☐	☐	☐
waste collection through landfill and recycling center	☐	☐	☐	☐	☐
informal education with Texas A&M Agri-Life Extension	☐	☐	☐	☐	☐
mental health crisis counseling	☐	☐	☐	☐	☐
economic development of the region	☐	☐	☐	☐	☐

If other (please specify)

2. Williamson County should focus its efforts on...

	Agree Strongly	Agree	Neutral	Disagree	Disagree Strongly
Core services only	☐	☐	☐	☐	☐
Core and some discretionary services	☐	☐	☐	☐	☐

Human Resources

Williamson County is committed to hiring staff who provide excellent customer service to residents. Please let us know how we are doing.

1. The Williamson County employees I have dealt with, by and large, are ...

	Agree Strongly	Agree	Neutral	Disagree	Disagree Strongly
Courteous	☐	☐	☐	☐	☐
Professional	☐	☐	☐	☐	☐
Knowledgeable	☐	☐	☐	☐	☐
Helpful	☐	☐	☐	☐	☐

Comments:

2. If you have ever applied for a Williamson County job on line, was the process ...

	Agree Strongly	Agree	Neutral	Disagree	Disagree Strongly
Easy to use?	☐	☐	☐	☐	☐
Intuitive?	☐	☐	☐	☐	☐
Quick?	☐	☐	☐	☐	☐
I haven't used this tool.	☐	☐	☐	☐	☐

Technology

The use of technology has allowed Williamson County to implement various web-based tools. These tools can increase the level of service provided to residents of the county. Please provide your input on our use of technology as a way to provide information and services.

1. Have you ever used the Internet to access County services? Please mark all that apply.

☐ Registered to vote?	☐ Pay property taxes?	☐ Look up information (jail, records, warrants)?
☐ Applied for a job?	☐ Requested a meeting room?	☐ Sample ballot look-up?
☐ Electronic bids?	☐ Search adoptable pets?	☐ Read Commissioners Court Agenda/Minutes?
☐ Vendor registration?	☐ Request road closure/report road issue?	☐ I have not accessed County services via the Internet.
☐ Jury impaneling?	☐ Order voter lists?	

☐ Other (please specify)

2. If you have previously accessed County information or services via the Internet, what was your experience?

☐ Excellent	☐ Fair
☐ Good	☐ Poor

3. What additional services would you like the County to offer via the Internet?

4. If you have ever called the County for information and used the automated response system, what was your experience?

☐ Excellent	☐ Fair
☐ Good	☐ Poor

Comments:

5. How do you access information about Williamson County? Please mark all that apply.

☐ Website	☐ Phonebook/directory assistance
☐ Call main number	☐ Visit a county building
☐ Other (please specify)	

Facilities

Williamson County strives to provide facilities that are accessible and convenient to the public. Please provide your input on County facilities.

1. Which Williamson County offices do you visit in person?

	Yes	No
District/County Courts at Law	☐	☐
District/County Clerks	☐	☐
Justices of the Peace	☐	☐
Juvenile Services	☐	☐
Vehicle registration	☐	☐
Property Taxes	☐	☐
County Judge/Commissioners Offices	☐	☐
Sheriff's Office/Jail	☐	☐
Constables' Offices	☐	☐
Road and Bridge	☐	☐
Human Resources	☐	☐
Elections	☐	☐
Purchasing	☐	☐
Veterans services	☐	☐
Animal shelter	☐	☐
Other	☐	☐

If other (please specify)

2. Have you ever attended a meeting at a community room in a county building?

- ☐ Yes
- ☐ No
- ☐ Not sure

3. If you have rented a County community room, did the facility meet your expectations?

- ☐ Exceeded my expectations
- ☐ Met my expectations
- ☐ Did not meet my expectations
- ☐ If the facility did not meet your expectations, please explain.

4. If you have attended meetings at a County community room, are ...

	Always	Sometimes	Never
the facilities easy to find?	☐	☐	☐
there ample parking spaces available for the meeting attendees?	☐	☐	☐
the facilities the right size for your needs?	☐	☐	☐

Comments:

5

6

5. Does Williamson County need more meeting space for county residents to reserve for a fee?

- ☐ Yes
- ☐ No
- ☐ Don't Know

6. If you believe the County needs more meeting space, how many people would you need to accommodate in the meeting space you feel is needed?

- ☐ 1-15 people
- ☐ 16-25 people
- ☐ 26-75 people
- ☐ 76-150 people
- ☐ 151-250 people
- ☐ 251-500 people
- ☐ Other (please specify)

Policy/Values

In this planning process, Williamson County's leadership is unified in the vision and mission, and also in the strategic direction of the county as well. Please provide input on your priorities as the County moves forward.

1. The items listed below have been identified by the County as priorities. How would you RANK them (with 1 being the highest priority)?

	1 - highest	2	3	4	5 - lowest
Fosters business & economic development	☐	☐	☐	☐	☐
Promotes quality of life for families	☐	☐	☐	☐	☐
Ensures fiscal responsibility/maintains low tax rate	☐	☐	☐	☐	☐
Improves customer service	☐	☐	☐	☐	☐
Ensures safety & justice/maintains low crime rate	☐	☐	☐	☐	☐
Maintains professionalism among County staff	☐	☐	☐	☐	☐

Thank You!

Thank you for taking time to provide input on the future of Williamson County! These results are completely anonymous and confidential, and will be used to make the Strategic Plan a reflection of the goals and values of the citizens of Williamson County.

The plan in its entirety is available for you to read on the Williamson County website at <http://www.wilco.org>. Please review the plan and provide feedback on the goals and strategies outlined there.

You are also welcome to attend the open house on February 15th to provide further input. The open house will be held at [time] in the [location].

Thank you!

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Executive Summary

A strategic plan provides guidance to an organization by establishing where they are now, where they want to be, how to get there, and have they arrived. A strategic plan identifies the mission and vision of the organization – why they exist – and establishes values that the organization will hold to as it moves forward.

Williamson County's government is a large, complex organization with many moving parts. The Commissioners' Court steers this organization through the budget process, setting policy and demonstrating leadership in a number of other ways. The Williamson County Internal Assessment and Strategic Plan (Strategic Plan) is one such example of proactive leadership.

The Strategic Plan is a comprehensive compilation of the County's goals and values. The process of the plan (described in greater detail below) included interviews with all elected officials and department heads, collecting their individual goals, priorities and mission. Compiled, sorted, and analyzed, the goals provide a blueprint for the long and short-term development of the County.

Throughout the process certain values continued to rise to the surface, including, *fiscal conservatism, professionalism, efficiency and modernization*. Priorities for the County include providing better public service by upgrading and utilizing information technologies and ensuring County facilities are right-sized. Other important issues included streamlining County government, supporting County employees, and customer service.

The goals identified in the plan will be achieved through an application of one or a combination of the values as they are not mutually exclusive. For example, meeting financial goals can be achieved by efficient, highly-trained staff, which can be a result of the application of information technologies. This comprehensive approach was applied throughout the plan.

The strategic plan is an important tool for the current leadership of Williamson County. The plan should also be tool for future County leadership. As a snap shot or baseline of where the County is now, future leadership will be able to refer to the goals established in 2010 and see if they have been achieved and, if not, why? The strategic plan is a "living" document, it is not written in stone, but meant to be constantly revisited, amended and updated; a well used tool to move the County to where it wants it to be.

Williamson County Overview

Williamson County is one of the fastest growing counties in Texas, and in the country. Between 2000 and 2007 the Census indicates the population grew from 249,967 to 373,363, a 49 percent increase. Much of this growth has been in the southern section of the County in proximity to major employment centers including Austin, Dell Computers, and others. The northern part of the County has grown, but not at the same fast pace and maintains the rural agricultural heritage that characterized all of Williamson County until the last 30 years or so. This growth is expected to continue into the future placing increased demands on County government to provide services to the expanding population.

Georgetown is the County seat of Williamson County while Round Rock is the most populous city. Parts of the Austin city limits are also in the County. Other incorporated cities include: Bartlett, Cedar Park, Florence, Granger, Hutto, Jarrell, Leander, Liberty Hill, Taylor, Thorndale, Thrall, and Weir. Many of these cities, particularly Round Rock, Hutto, Leander, and Cedar Park have experienced tremendous growth since 2000 as much of the growth has focused on the transportation corridors of I 35, US 79, and US 183. New toll roads and soon to open commuter rail may continue to push growth north into the County.

Solid economic prospects, lower cost of living, low crime rate, high quality of life, and available land make Williamson County an attractive destination in a fast growing region. This plan provides a guide to the Commissioners' Court to prepare for that growth by insuring County government has the people, tools and facilities required to serve a growing population. Being proactive allows local government to be able to effectively and efficiently serve the needs of the taxpayers of Williamson County.

Plan Process

The planning process began in early summer of 2009. Staff from the Lower Colorado River Authority met with the Commissioners Court and County staff to begin discussing the idea of developing a strategic plan and the process involved. Once the decision was made to move forward, LCRA staff began working with the County.

INTERVIEWS

The first step in the plan was interviewing elected and appointed officials from across the County. Nearly every elected official ranging from Justices of the Peace, Constables, Commissioners, etc. were interviewed. These interviews were an effort to understand the needs of each of these officials to carry out their

duties. Because of the disparate nature of County government and the range of services it provides, this was a critical step to understand the overall picture.

Appendix A contains the interview questions as well as the notes from the interview process. An overarching theme from the interviews was the desire to increase efficiency at all levels of County government. County officials understand the limited resources and are committed to maintaining taxes as low as possible. They see many opportunities for serving the growing needs of the County through new technology, software, and other tools that will allow for more service, more efficiently.

Many elected officials and department heads currently work under a strategic plan developed from their departments. These individual departments will be incorporated into this overall strategic plan. The goals and objectives identified in this plan are based on these interviews and reflect the concerns and opportunities identified by the elected and appointed County leadership.

COMMISSIONERS REVIEW

Once the interviews were completed, LCRA staff consolidated the raw notes into the following categories:

- Technology
- Planning
- Human Resources
- Policy and Development

These categories covered the range of issues identified in the interview process. Objectives were identified within these topics based on common issues identified by officials. Each County Commissioner took one or more of the topics for more specific review and discussion. Based on this review and discussion a final list of objectives was identified for the plan.

Plan Adoption and Implementation

Once the final list of objectives was identified, LCRA staff created the Implementation Guide for the plan that lays out the detailed actions required to make the plan a success. The Implementation Guide provides a clear process for achieving the goals of the County. Commissioners Court is responsible for using the plan in its budgeting process and to encourage other elected officials to do so as well. Because the plan includes input from across County leadership it provides a clear direction that should be supported across the board. The plan will allow Williamson County to continue providing the best services to and facilities for its citizens while maintaining the fiscal conservatism the residents of the County value.

County Values

Mission Statement

Williamson County Government exists to provide public services with honesty, integrity and dynamic leadership for the citizens of Williamson County.

Vision Statement

A vision statement is a clear, motivating message outlining how an organization would like to look moving into the future. A vision statement is the inspiration for an organization, the framework for all strategic planning efforts.

Williamson County is known for its role in providing a superior quality of life for its citizens. The cohesive county government, committed to effective governance, operates as a team to guarantee continual high quality services to its citizens. The citizens of Williamson County trust their elected officials and participate fully in the governance of the County. The rich heritage and values of the County are the basis of the strong sense of community in which makes Williamson the most desirable county in which to live in the State of Texas.

The county staff and leadership are highly professional and committed to maintaining an integrated sustainable community. There are sufficient physical and human resources to provide the services that the citizens need. There is maximum effort to determine citizen needs and respond to those needs appropriately, while expending the least amount of public funds in a conservative, responsible and efficient manner.

Priorities & Strategies for the County

Throughout the course of this strategic planning process it became clear that Williamson County's leadership was unified in not only the vision and mission, but in the strategic direction of the county as well.

Common priorities/strategies include the following:

- Promote an environment that fosters business, economic development, families, and safety
- Ensure fiscal responsibility and maintain low tax rate;
- Develop a strategic working method to coordinate the goals between elected county officials and the county government.
- Increased efficiency of internal operations through modernization and technology upgrades;
- Ensure safety and justice throughout the county and maintain a low crime rate;
- Maintain a high degree of professionalism among Williamson County staff;
- Constantly improving customer service delivery; and,
- Provide public services in the most cost-effective manner possible.

Implementation Guide

1. Technology

Vision: To provide superior and low-cost County services through the use of information technology systems.

From every level of Williamson County government the call to modernize internal and external services was echoed. Modernization typically meant integrating and/or upgrading information technology systems into departmental processes to increase staff efficiency, provide greater user (citizen) access to records or documents, speed payment of fines, eliminate redundant data entry and develop a consistent platform for sharing data and documents between departments. Concerns regarding upgrading or purchasing new technologies include proprietary issues, potential expansion, and a sound business case for the expense of the technology and training.

Goal 1.1: Incorporate a County-wide program to continually implement and upgrade public safety technology.

A public safe technology program is comprehensive approach to updating and upgrading many of the county's public safety functions to state-of-the-art information technologies, thereby increasing efficiency and function. This project includes a Computer Aided Dispatch, law enforcement records management, and others public safety services. Once Phase I is implemented, the County should continue to upgrade and update all public safety technology.

Goal 1.2: Ensure that all Information Technology and software is consistent and compatible between County departments.

Any large organization deals with software incompatibility and upgrades and licensing issues. The need to monitor, inventory, and plan the County's systems to ensure that platforms across the organization are compatible is a constant effort. For the County, one priority is to ensure that all relevant offices have and use Odyssey.

Goal 1.3: Upgrade and develop internet services to provide better access to county functions for citizens.

This is an ambitious goal that covers multiple functions of the county. For law enforcement it means enabling citizens to pay fines, submit documents, sign-up for jury duty, access information and records regarding tickets and other infractions all online. It means a reduction in the amount of data entry required of the courts and clerks and streamlining record management.

Technology

Goal 1.1: Incorporate a County-wide program to continually implement and upgrade public safety technology.

Objective		Action		Priority	FY Start	FY Completion	Person/Committee Responsible	Financing Method
1.11	Increase the efficiency, speed and security of service by public safety departments	1.11.1	Phase I develop: Computer Aided Dispatch, Automatic Vehicle Location, Records Management, and Civil Process.	M	2010	2012	PSTP Committee/ITS	County/C.O
		1.11.2	Concurrent with Phase 1, construct Emergency Services Operations Center for 911 and other departments.	M	2010	2012	PSTP Committee/ITS/Infr astructure	
		1.11.3	Phase II: Evaluate and upgrade components of next phase.	M	2011	2013	PSTP Committee/ITS	

Goal 1.2: Ensure that all Information Technology and software is consistent and compatible between County departments.

Objective		Action		Priority	FY Start	FY Completion	Person/Committee Responsible	Financing Method
1.21	All Civil and Criminal Courts utilize the same case management software: Odyssey .	1.21.1	Work with J.P. #1-3 to determine issues and needs re: implementation of Odyssey software.	N	2010	2011	Courts/ITS/JP #1-3	County
		1.21.2	Convert J.P. 4 to Odyssey	N	2011	2012	Courts/ ITS/JP#4	
1.22	All courts and Co. departments will scan and digitize documents for records management.	1.22.1	Identify which courts and departments are not scanning and digitizing their documents.	N	2011	2013	Courts/ITS	County
		1.22.2	Ensure all courts and departments have the soft- and hardware to digitize documents at the point of entry (see internet access to public).	N	2011	2013	Courts/ITS	
		1.22.3	Implement Electronic Filing	N	2011	2013	Courts/ITS/Clerks	
1.23	Implement a case management system for Juvenile Services.	1.23.1	Identify, select, and implement a case management system for Juvenile Services	D	2012	2014	Juvenile Services/ITS	County

Goal 1.2: Ensure that all Information Technology and software is consistent and compatible between County departments (continued).

Objective		Action		Priority	FY Start	FY Completion	Person/Committee Responsible	Financing Method
1.24	Utilize software to increase efficiency and transparency of County's financial actions.	1.24.1	Utilize accounting software to post County accounts payable on the World Wide Web.	N	2012	2014	Treasurer	County
		1.24.2	Upgrade accounting system to newer version	M	2012	2013	ITS	
1.25	Implement Electronic Payment	1.25.1	Work with IT and banks to implement program.	M	2010	2011	County Treasurer/ County Auditor & ITS	County

Goal 1.3: Upgrade and develop internet services to provide better access to county functions for citizens.

Objective		Action		Priority	FY Start	FY Completion	Person/Committee Responsible	Financing Method
1.31	Implement system for citizens to pay fines and fees online in all precincts	1.31.1	Currently, most J.P.s provide this service. Identify J.P.s not doing so and reasons why.	D	2010	2012	Court/ITS/J.P.s	County
		1.31.2	Address issues and work with J.P.s for ubiquitous use of system	D	2010	2013	Court/ITS	
1.32	Upgrade and develop system to enable citizens to sign up for jury duty on-line.	1.32.1	District Clerk to purchase new software package and implement on-line jury portal.	D	2010	2011	District Clerk	County/2011 Budget
1.33	Utilize improved technology to better community with County residents.	1.33.1	Use video streaming to enhance communications	D	2011	On-Going	County Information Officer	County

Notes: M=Mandatory; N=Necessary; and, D=Desirable. "n/a" stands for "not available"; "NC" means "No Cost"; and County refers to the County General Fund

2. Planning

Vision: To develop departmental strategic and work plans to guide departments and work groups helping to meet the overall goals and objectives of Williamson County leaders in the mission of serving residents and tax payers.

As Williamson County continues to grow and develop, proactive planning is important to ensure that departments and work groups are working towards similar goals and objectives. The planning process can help County leaders in preparing for the implementation of infrastructure, parks, economic development, medical facilities, and other services. Therefore, County departments working in conjunction with one another will, in general, help leaders maintain and/or improve the overall quality of life in Williamson County.

The County has adopted Master Transportation and Parks plans. In addition, the Emergency Management Services (EMS) and Purchasing departments have also developed strategic plans. These documents are examples of departmental strategic plans which are living documents, utilized to guide the long term growth of the county and ensure that County goals are obtained. Each plan should ideally feed into the overall goals and objects of the County. This type of planning and preparedness will support the County's efforts in transparency and efficiency.

Goal 2.1: Develop and institute strategic and work plans in County departments and work groups.

Developing strategic and work plans will ensure that all County departments are striving to meet goals and objects in conjunction with the overall mission of the County. In this effort, each department should work to develop an annual work plan that outlines the projects that coincide with overarching goals of Williamson County.

Goal 2.2: Create a short- and long-range Facilities Plan to provide detailed guidance for the development and expansion of the County's facilities.

The Facilities Plan will provide a detailed road map to help guide a current and future county leadership plan, acquire and build facilities to meet the needs of its citizens which include facilities that are 1) accessible and convenient to the general public; 2) safe and efficient for the employees of the county; 3) sustainable, energy efficient; with low O&M costs and 4) as necessary and feasible enhance customer service by aligning departments in each precinct close to one another.

Goal 2.3: Implement and update strategic plans adopted by the County.

The strategic planning process is ongoing and continual. Each department should update any work or strategic plans to ensure that goals are obtainable and in conjunction with overarching County goals. Any plans adopted or accepted by the County should be reviewed and updated to ensure that the work plan falls within the scope of current objectives of Williamson County leaders.

PLANNING IMPLEMENTATION GUIDE

Goal 2.1: Develop and institute strategic and work plans in County departments and work groups.

Objective		Action		Priority	FY Start	FY Completion	Person/Committee Responsible	Financing Method
2.11	Encourage groups to complete a departmental strategic or work plan.	2.11.1	Conduct needs assessment for each department	D	2011	2011		n/a
		2.11.2	Identify departments with the need for a strategic plan.	D	2011	2011		
		2.11.3	Facilitate a planning work session to outline departmental goals and objectives.	D	2011	2012		
2.12	Ensure that plans are consistent with County-wide efforts	2.12.1	Provide departments with County-wide goals and objectives annually.	D	2011	On-Going		
		2.12.2	Update strategic and work plans on an annual basis.	D	2011	On-Going		

Goal 2.2: Create a short- and long-range Facilities Plan to provide detailed guidance for the development and expansion of the County's facilities.

Objective		Action		Priority	FY Start	FY Completion	Person/Committee Responsible	Financing Method
2.21	Facilities Plan: County requires clear, written plan for developing facilities	2.21.1	Update/fact check existing GIS inventory of facilities	D	2011	2011	Senior Director of Infrastructure	n/a
		2.21.2	Update/fact check existing GIS inventory of County land holdings.	D	2011	2011	Senior Director of Infrastructure	
		2.21.3	Conduct needs assessment for each department	D	2011	2012	Senior Director of Infrastructure	
		2.21.4	Determine best combination of departments, which should logically be housed together.	D	2011	2012	Senior Director of Infrastructure	
		2.21.5	Develop short- and long-range detailed plan for facilities	D	2011	2012	Senior Director of Infrastructure	
		2.21.6	Update on an annual basis.	D	2012	On-going	Senior Director of Infrastructure	

Goal 2.3: Implement and update strategic plans adopted by the County.

Objective		Solution/Action		Priority	Start	Completion	Person/ Committee Responsible	Financing Method
2.31	Plan, build, maintain and operate a road network with a high LOS.	2.3.1	Implement Thoroughfare Plan	N	In-progress	Long-term	Court/Staff	Infrastructure/ Bonds/ COs
2.32	Plan, build, maintain and operate a parks system with a high LOS.	2.32.1	Implement Parks Plan	N	In-progress	Long-term	Court/Staff	P&R/ Bonds CO
2.33	Develop a Disaster Recovery Plan to guide the resumption of county activities in case of emergency.	2.33.1	Business Resumption and Recovery Plan	N	2011	2013	Court/ Staff/ Consultant	County

Notes:

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3. Human Resources

Vision: Williamson County provides for cost-effective, efficient, and timely services through a knowledgeable, well-trained, professional staff.

Williamson County employees are the face of the county government. The services they provide to the public translate directly to how the public views county government. The category, Human Resources, incorporates all activities related to the recruitment, hiring, duties, policies, safety, and organization.

There are three primary concerns derived from the interviews 1) Do employee job descriptions correctly match their current duties and, if so, are they being paid a fair or market rate for those duties? 2) Are staffing levels adequate to address population growth and other changes? And, 3) Does the organizational structure of County departments provide for the most efficient, cost effective deployment of labor?

Goal 3.1: Provide exceptional services to the public by retaining well-trained, committed employees.

The County HR Department is currently working on an internal assessment of job descriptions and salary compensation. This project will be complete to guide the 2012 budget process.

Goal 3.2: Develop an efficient, low-cost process for hiring and recruiting talented, skilled employees.

Many counties and large organizations are moving towards web based hiring and recruiting. By doing so, the county reduces paper work, increases access to a broader talent pool and stream lines the hiring process.

Goal 3.3: Ensure County departmental organization structure is cost-effective and efficient.

Ensuring departmental organizational structure is efficient, is a priority for the Commissioners Court. Objectives include reducing the number of direct reports to the judge, ensuring departmental metrics are being met, and developing departments that specialize in specific county functions.

HUMAN RESOURCES

Goal 3.1: Provide exceptional services to the public by retaining well-trained, committed employees.

Objective		Action		Priority	FY Start	FY Completion	Person/Committee Responsible	Financing Method
3.11	Make necessary compensation adjustments	3.11.1	Provide the court recommendations for compensation adjustments based on variances in the job descriptions in time for consideration in 2012 budget	N	2011	2011	Human Resources	
3.12	Enhance employee access to HR information online through County intranet	3.12.1	Upgrade/redesign the HR space on the county's intranet site to provide employees information on Total Compensation, Wellness Reports, and other information.	D	2010	2011	Human Resources	C.O. / Bond
3.13	Ensure all employees utilize leadership and training opportunities	3.13.1	Implement leadership training for all employees	D	2011	2011	Human Resources	
3.14	Utilize Oracle and other software to create efficiencies in HR	3.14.1	Utilize Oracle Compensation Workbench Module to incorporate merit awards and cost-of-living changes in compensation	D	2012	2015	Human Resources / ITS	County

Human Resources

Goal 3.2: Develop an efficient, low-cost process for hiring and recruiting talented, skilled employees.

Objective		Action		Priority	FY Start	FY Completion	Person/Committee Responsible	Financing Method
3.21	Implement an on-line hiring application	3.21.1	Utilize on-line hiring tool to provide other counties with information regarding job descriptions	N	2010	on-going	Human Resources	HR Budget
3.22	Identify recruitment opportunities to seek talented and qualified applicants.	3.22.1	Identify pools of talented and qualified applicants for each job description.	N	2010	on-going	Human Resources	HR Budget
		3.22.2	Develop a strategy for recruiting identified talent.	N	2010	on-going	Human Resources	HR Budget

Goal 3.3: Ensure County departmental organization structure is cost-effective and efficient.

Objective		Action		Priority	FY Start	FY Completion	Person/Committee Responsible	Financing Method
3.31	Establish internal training programs to develop needed expertise within departments.	3.31.1	Train staff in URS for internal GIS project and database management	D	2010	2012	URS	na
		3.31.2	Develop training opportunities to ensure job retention, competency, and professional development	D	2010	2012	URS	na
3.32	Ensure employees understand expectations and requirements of job titles.	3.32.1	Annually update and review policies, procedures, and employee guides/ manuals to ensure staff meets job expectations and requirements.	N	2011	On-Going		
		3.32.2	Based on updated policies and procedures, develop or update departmental metrics (to ensure job performance).	N	2011	2012		
3.33	As needed, adjust the County organizational chart to ensure efficient reporting and work flow.	3.33.1	Reduce the number of direct reports to the judge (as needed).	D	2012	2012	HR and Judge	na
		3.33.2	Develop departments that specialize in specific county functions.	D	2012	2012	HR and Judge	na

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4. Policy and Development

Vision: Williamson County's policies and development plans ensure the greatest amount of efficiency, transparency, and accountability within each department of the county.

The category *Policy and Development* contains objectives that aim to meet county goals through changes to or adoption of new policy and development changes. This category captures objectives that do not easily fit in the other four categories, but do forward policy objectives for the County including: 1) Transparency; 2) Fiscal Conservatism; and 3) Customer Service.

The use of the term *transparency* refers to the ability of the public to access information held by the County. One long-term objective that would enhance transparency is posting all county payments on the World Wide Web. This would enable tax payers greater access to county information on expenditures. This is already being done on the state level and very well may be mandated for other levels of government in the near future.

Goal 4.1: Adopt procedures to enhance customer service, transparency, and efficiency of county functions.

An excellent customer service is a goal for the County. Many citizens interact with the County via phones so an easy-to-use, effect phone interface between the county and its citizens is an important objective. A review of how phone calls are currently handled and providing new protocol to improve this important element of customer support should be undertaken. In addition, a review of records management and retention policies should be undertaken in order to ensure that the County to maintain and access records to ensure transparency as well as to ensure all statutory requirements are met.

Goal 4.2: Adopt policies and programs to develop the economic base of the county by developing a County Economic Development Initiative.

A healthy, vigorous economy is a very important part in the quality of life within Williamson County. Local and regional government economic development efforts play an important role in sustaining the economy. Currently, volunteer and elected representatives from Williamson County work with the cities professional economic development staffs on economic development efforts. In the future, Williamson County would like to create a paid position to do this work.

Goal 4.3: Lower energy costs through conservation and alternative energy sources.

It is important to the county to be an environmental leader; however, meeting environmental goals should also make financial sense. So programs and policies changes to enhance environmental stewardship must make a business case providing positive cost-benefit before implementation.

Goal 4.4: Plan and expand the capacity of the court system to meet growing workload.

Within the next 5 years the District Attorney's Office sees the need for a new District Court. This would also mean additional staff and resources. In the long-term, there will be a need for additional civil and district courts as well as staff and resources.

POLICY and DEVELOPMENT

Goal 4.1: Adopt procedures to enhance the transparency and efficiency of county functions.

Objective		Solution/Action		Priority	FY Start	FY Completion	Responsible	Financing Method
4.11	Ensure citizens phone access to County departments by using the best use of technology and enhancing internal communications.	4.11.1	Form a committee to develop communications assistance.	N	2011	2012	County Judge, Departments, and IT	NC
		4.11.2	Promote the internal use of voice mail and develop voice mail protocol.	D	2011	2011	HR	NC
		4.11.3	Develop and publish specific voice mail policy in employee handbook.	D	2011	201	HR	
4.12	Review and adopt policy (where appropriate) for the best use of technology to enhance internal communications.	4.12.1	Form a committee to develop communications assistance.	N	2011	2012	County Judge, Departments, and IT	NC
		4.12.2	Promote the internal use of voice mail and develop voice mail protocol.	D	2011	2011	HR	NC
		4.12.3	Develop and publish specific voice mail policy in employee handbook.	D	2011	201	HR	

Goal 4.1: Adopt procedures to enhance the transparency and efficiency of county functions (Continued).

4.13	Review policy requiring department heads to acquire commissioners' court approval for line item transfers.	4.13.1	Review policies of other Texas counties.	D	2011	2011	Judge's Office	NC
		4.13.2	Discuss and vote for changes in current policy at commissioner court.	D	2011	2011	Court	NC
4.14	Review and amend records management and retention policies.	4.14.1	Create a task force to provide recommendations for records management county-wide.	D	2011	2012	ITS/All Depts Heads/ Elected Officials/	NC
		4.14.2	Discuss and consider adopting changes.	D	2011	2012	ITS/All Depts Heads/ Elected Officials/	
4.15	Review and discuss policy regarding County Auditor's oversight of payroll and accounts payable.	4.15.1	Discuss the pros and cons of moving oversight of payroll and accounts payable from the auditor to the treasurer. Issues include additional internal audits, efficiency, and staffing.	D	2011	2012	Court/ Treasurer/ Auditor	NC
	Make the budget process easier to manage and understand as well as more effective	4.15.2	Write and implement policies and procedures to aid in the annual budget process.	D	2011	2011	Budget Officer	NC

Goal 4.2: Adopt policies and programs to develop the economic base of the county by developing a County Economic Development Initiative.

Objective		Solution/Action		Priority	Start	Completion	Person/ Committee Responsible	Financing Method
4.21	Consider a county-wide Economic Development effort for Williamson County.	4.21.1	Research and identify best-practices for county-wide economic development.	N	2011	2011	County Judge and Staff	County
		4.21.2	Create a work group or committee to guide the economic development effort.	N	2011	2011	County Judge and Staff	County
4.22	Develop and institute Economic Development plan for Williamson County.	4.22.1	Identify goals, objectives, and a mission to be met through the economic development within Williamson County.	D	2011	2012	County Judge and Staff	County
		4.22.2	Hire an economic development professional to carryout the Williamson County Economic Development Plan.	D	2012	On-going	County Judge and Staff	County

Goal 4.3: Lower energy costs through conservation and alternative energy sources.

Objective		Solution/Action		Priority	FY Start	FY Completion	Responsible	Financing Method
4.31	Develop Energy Management program to guide energy policies	4.31.1	The county currently has a energy management program; however, there is potential for greater cost savings through a vigorous application of energy management, which would require dedicated staff to implement. Discuss and develop a business case for the hire.	D	2010	2011	Senior Director of Infrastructure	Facilities Budget
4.32	Implement projects to reduce energy consumption.	4.32.1	Review potential energy conservation options.	D	2011	on-going	Senior Director of Infrastructure	Facilities Budget
4.33	Promote the use of alternative fuels and conservation county fleet	4.33.1	Where appropriate and feasible convert county fleet to run on propane.	D	2010	on-going	Senior Director of Infrastructure	Grants/Fed/ County

Goal 4.4: Plan and expand the capacity of the court system to meet growing workload.

Objective		Solution/Action		Priority	Start	Completion	Person/ Committee Responsible	Financing Method
4.41	Maintain efficiency of District Court to meet growing work load	4.41.1	Add a new District Court	M	2010	2014	District Attorney	County

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Appendix: Interviews

Action	Page	Priority	2010	2011	2012	2013	2014	Long-Range
TECHNOLOGY								
Public Safety Technology Project	7	M						
Complete RFP for PSTP	36 & 44	M						
Computer Aided Dispatch	3	M						
Develop a web interface for users of the ticket system	19	M						
Paperless ticket citation - palm pilots for police	19 & 23	M						
New emergency operation center (FACILITIES)	36	M						
Develop and implement "On-line jury system".	18							
Convert to all county departments to Odyssey	11, 13 & 16							
Implement ubiquitous scanning & imaging records management	15 & 16							
Provide for citizen payments via the internet.	5							
Implement E-filing of court documents.	32							
Juvenile case management system	36							
Improve county website by making it more interactive	37							
FACILITIES								
Develop a Facilities Plan	26	N						
Move the Veteran Services from Taylor to Round Rock	8							
Construct a new building for the Tax Accessory								
Construct new building for the recreation department	21							
Move the J.P. Precinct #4 into the old recreation department building.	21							
New emergency operation center	36	M						
Justice Center Expansion & Reconfiguration:	8							
Expand Jail facilities with in next 5-years	46	M						
Add office space for County Attorney's Office	11	N						
Add office space for District Attorney	16	N						
Add office space for District Clerk's Office	18	N						
Unified precinct #4 facilities	10							
Acquire additional land at Precinct #4 Rodeo Arena & expand the	10							

Appendix A: Interviews

Action	Page	Priority	2010	2011	2012	2013	2014	Long-Range
arena								
HUMAN RESOURCES								
HR Computerized - On-line recruiting and application tool (requested FY 2010 budget)	3 & 35							
Review and adopt HR policies such as sexual harassment policy.	24							
Compensation analysis to compare salaries	35 & 24							
Restructure and reclassify personnel job descriptions	21							
POLICY								
Review and discuss policy mandating departmental line item transfers requiring commissioners' court approval	23							
Consolidate county's credit card use to one processing company	8							
Review and discuss records management and retention policies for all departments	27							
Treasurer's office should manage all county funds	27							
Develop and implement an Energy Management Program	32							
Develop a phone bank for the Tax Assessor - collector	29							
Initiate spay/neuter program for stray and feral cats	48							
GROWTH								
Hire Economic Developer	3							
Implement park and transportation plans	5							
Freeport exemption	7							
Implement Housing Plan								
Additional District Court of Law	16							
Hire a Forensic Computer Analyst	16							
Establish Mental Health Court	50							
Separate mental health facility for juveniles	50							
Handicap parking violation unit (volunteer)	40							
STAFF REQUESTS:								

Appendix A: Interviews

Action	Page	Priority	2010	2011	2012	2013	2014	Long-Range
Additional staff beyond the court: Probation & Community Supervision	15							
One new staff to cover phones - County Court at Law	15							
Additional county IT support staff - District Attorney	16							
Additional staff - District Clerk	18							
Two additional staff - Justice of the Peace	21							
Full time on site deputy	23							
Hire intern to "part-time" permanent employee, eventually full-time	37							
4 additional staff members are needed now	38							
2 additional staff members in 2013-15 to keep up with growth	38							
3-5 Deputies and 1-3 support staff in the next 5 years	40							
an additional 2-3 Deputies and 2 support staff 10 years out	40							
Two staff for mobile outreach	44							
Two additional deputies - to match staffing in other precincts	40							
Additional emergency operations staff in 2-3 years	44							
2-3 additional staff to manage expansion	52							
1 Maintenance Crew, 2 – 4 Engineering staff, 2 – 4 for hauling crew in next 2 – 3 years	53							

County Leadership

	County Judge Dan Gattis

Office/Department Overview:

The mission of the Williamson County Judge's office is to provide the leadership to keep the county growing and improve the efficiency and professionalism of department heads and elected officials. He is also the day-to-day administrator of Williamson County.

Priorities:

1. Improve efficiency of Williamson County government (e.g. through technological improvements).
2. Improve professionalism of Williamson County government.
3. Develop a strategic plan and mission for the county.
4. Work with the cities in Williamson County to create a good environment for economic development.

Short-term Objectives

Objective A:

Impact: The impact of all of Judge Gattis' priorities would be efficiency. It would be measurable by each department's goals and internal services.

Resource Needs:

- Equipment-related needs include computer and technology improvements. Some examples include computer-aided dispatch (CAD), which would tie all dispatch, courts, law enforcement together; and Odyssey. Human Resources will be all computerized. Inventory will be tied electronically to each employee.
- An economic development position to be housed within the County Judge's Office. He wants to help cities – not get in their way. This position is a short-term need. The Judge will put it in the FY 10-11 budget, if not sooner.

Long Range Goals/Vision:

Appendix A: Interviews

There is a need to restructure or reorganize the County to increase efficiency and effectiveness. There should be fewer direct reports to the County Judge. He'd like to use training and professional development to increase the professionalism of the staff.

The Judge would like to do some benchmarking with other counties (e.g., Fort Bend, Montgomery, Harris, Dallas, and Bexar) to see what Williamson County can learn from the way those counties do things.

	Office of County Commissioner, Precinct #1 Lisa Birkman

Office/Department Overview: To deliver services to the citizens of Williamson County in a cost effective, efficient way. To set the tone that Williamson County is friendly to families, businesses and provides for managed growth.

Priorities:

1. Manage the county's budget and contract oversight so that an increase in the county's tax rate is not required.
2. Maintain the current low crime rate within the county.
3. Promote economic development to create a diverse economic base so that in perception and reality Williamson County is not a bedroom community.

Short-term Objectives

Objective A: Develop a county-wide comprehensive plan.

Impact: A comprehensive plan provides a policy guide to the commissioners' court that – through extensive public input – identifies and prioritizes citizens' goals for the county.

Objective B: Adopt a county budget that meets the needs of the citizen but keeps the tax rate steady.

Impact: Low taxes will provide an incentive for businesses and families to relocate to Williamson County as well as retain current business and residents.

Objective C: Continue to improve quality of life by improving infrastructure.

Impact: The County has developed strategic plans for the development of the transportation and parks systems to guide efficient development of these assets. In addition, the county needs to add to its own facilities to ensure there is adequate capacity for its departments to provide county services.

Objective D: Work with state on Public and Mental Health Services

Appendix A: Interviews

Impact: By working with government agencies and non-profits the County will be able to leverage its resources to meet the growing demand for healthcare services.

Objective E: Continue to improve law enforcement and public safety services within the county.

Impact: Capital improvements for equipment to public safety departments will reduce response time and improved quality-of-service.

Long Range Goals/Vision:

- Modernization through computer technologies by making more county functions paperless or on the internet.
- Provide for citizen payments via the internet. By doing this the county can increase collections, reduce staff time and improve the quality of service for the county's residents.

	Office of County Commissioner, Precinct #2 Cynthia Long

Office/Department Overview:

The Commissioner's Court is the "policy board" for the County. It also sets the budget. The Court exists to provide public services with honesty, integrity and dynamic leadership for the citizens of Williamson County.

Priorities:

1. Implement priority road projects in Master Transportation Plan.
2. Implement Public Safety Technology Project (PTSP) and add interfaces to major cities within 4 years.
3. Add \$1 billion (in 2 years) to the tax base through economic development, thus creating new jobs in the county.
4. Bring the Freeport Exemption to the county.

Short-term Objectives

Objective A: Implement road projects as noted in the Master Transportation Plan

Impact: Reduce congestion and commute time and increase safety on the County roads.

Objective B: Implement the PTSP

Impact: Reduced emergency response time, improve reporting and coordination of first responders responses across the County.

Objective C: Economic Development

Impact: Increased tax base and develop more job opportunities for County residents.

Resource Needs:

- Approval by voters for future bond programs
- Need to identify funds for the PTSP interfaces from county to each city
- An economic development focus in the county

Long Range Goals/Vision:

Improve effectiveness and efficiency through the deployment of technology.

	Office of County Commissioner, Precinct #3 Valerie Covey

Office/Department Overview:

The Commissioner's Court is the executive board for Williamson County. It makes financial decisions, budgets, and lets contracts. In addition to these duties, Commissioner Covey addresses constituent needs, serves on the mental health committee, LANAC state oversight for Health and Human Services, provides support for and care of Williamson County troops, and deals with habitat issues.

Priorities:

1. Get all Precinct 3 offices under one roof (preferably on Inner Loop).
2. Move Veteran's Services from Taylor.
3. Restructure the county departments (have fewer at the top; group and organize better)

Short-term Objectives

Objective A: Co-locate Precinct 3 Building.

Impact: The impact would be measured in customer convenience. This would also get downtown land and buildings back on the tax rolls. It would help reach economies of scale (e.g., IT support, cleaning staff, etc.)

Objective B: Move Veteran's Services from Taylor to Georgetown.

Impact: See above impact.

Objective C: Restructuring County Departments

Impact: Restructuring County Departments would create efficiencies in the application of information technologies; unify services and departments, eliminate pockets in the county's organization. For example, the county could use just one credit card processing company rather than several different ones.

Resource Needs: While asset tracking is currently in the budget, it might require another allocation to complete. It will take money to build a Precinct 3 Annex (long-term goal), and the desire to work smarter and reduce or not grow staff.

Long Range Goals/Vision: A Precinct 3 Annex building that would house all Precinct 3 functions (on Inner Loop).

	Office of County Commissioner, Precinct #4 Ron Morrison

Office/Department Overview: Serve the citizens of Williamson County in a diverse precinct that is very urban in the western area and very rural in the east. Precinct #4 also that contains over ½ the County road miles ~ 800 miles

Priorities:

1. Maintain quality infrastructure – stay ahead of growth through good planning and provision of infrastructure.
2. Economic Development: One goal for economic development is opening up land for business development at the land fill. The County can facilitate this by working towards providing the needed infrastructure in that part of the county.

Short-term Objectives

Objective A: Restore historic farmhouse near landfill.

Impact: Remodel the farmhouse at the landfill to be a showcase and interpretive area for green building, agriculture & Williamson County history as well as house an office for Precinct #4 commissioner.

Objective B: Large pavilion and fairground in Taylor (5 years or so)

Impact: Develop additional meeting space, facilities for tourist and business space through adding approximately 30K sq feet to the rodeo arena/fairgrounds in Taylor.

Long Range Goals/Vision:

- Co-locate County facility in one area within each precinct (e.g. Cedar Park).
- Efficient and low emitting County fleet. Continue the program of converting county fleet vehicles from gas to propane.
- Reduce unfunded mandates from state to county governments.

Staff Needs: None identified at this time.

Courts

	County Attorney Jana Duty

Office/Department Overview:

The mission is to provide all legal services to county government and state agencies in Williamson County. They handle all misdemeanor prosecution, traffic, juvenile (both criminal and misdemeanor), civil, child protective services representation, protective orders, hot checks, mental commitments, bond forfeiture, and handle calls from law enforcement 24/7.

Priorities:

1. Keep up with an increasing workload by identifying and implementing strategies to increase efficiencies.
2. Go paperless using Odyssey system (this will help increase efficiency). Could repurpose 1 staff to help in other areas.
3. Get laptops with docking stations (add incrementally).
4. Stay extremely professional in the courtroom and use technology during cases.

Short-term Objectives

Objective A: Keep up with increasing workload.

Impact: The impact would be the increased safety of Williamson County residents. An additional impact would be that adding an additional court could be delayed.

Objective B: Going Paperless & Laptops

Impact: The impact would be that red tape would be cut and wait time would be reduced.

Resource Needs:

The County Attorney's Office has had a long-standing need for additional building space for personnel (especially if another court is added). The office will also need additional staff proportionate to case load increases. They need equipment such as document scanners and laptops with docking stations.

Long Range Goals/Vision:

TxDOT is currently not reporting people who aren't paying tolls. When they do start reporting them, the County Attorney's Office will have to handle those cases. It is impossible to predict what the Legislature will do that could impact caseload and administrative support. They appreciate the quality of the Williamson County facilities and don't want to see that diminished.

	County Clerk Nancy Rister

Office/Department Overview: The County Clerks office records all legal instruments of the county. The Clerk attends all regular and special meetings of the County Commissioners Court to take minutes of those meetings. The County Clerk files criminal, civil and probate cases in the County Courts at Law and collects all judgments from these courts.

Priorities:

1. Convert department to “Odyssey” software to enable all county clerk departments to have modern data management technology.
2. Implement “E-filing” in the county courts.
3. Upgrade to next generation of records recording software.
4. Coordinate with State to implement electronic fingerprinting.

Short-term Objectives:

Objective A: Complete conversion to Odyssey.

Impact: Odyssey will create data management efficiencies (storage, processing, and office supply purchases). Without new technology and upgrades, growth will create inefficiencies and higher costs. With growth there will be more data management and document processing needed, but without new technology, processing will be slower, and backlogs could occur and processing costs will be higher.

Objective B: Replace PCs and equipment on a scheduled basis (SOP)

Impact: Insure that hardware (PCs, printers) meets capacity requirement of software and provide staff with trouble free service.

Objective C: Implement E-Filing (within 3 years)

Impact: E-Filing will build case load efficiencies (storage, processing, and office supply purchases). Without new technology and upgrades, case load growth will create inefficiencies and higher costs. With growth there will be more court cases and document processing needed, but without new technology, processing will be slower, and backlogs could occur and processing costs will be higher. E-Filing will enable restricted access.

Objective D: Continue Archiving of records projects (deed records, vital statistics, etc.).

Long Range Goals/Vision: Coordinate with State on the implementation of electronic fingerprinting technologies.

	County Court at Law #1 Judge Brooks

Office/Department Overview: The County Court of Law One has jurisdiction over cases that involve criminal misdemeanor charges, family cases involving divorce, child custody and child support and family cases that involve removal of children from parent(s) or guardian(s) because of allegations of abuse or neglect.

Priorities:

1. The Court and staff work with many other departments such as District Clerk, County Clerk, County Attorney's Office, Magistrate's Office, Jail, Probation, Attorneys and the public. It is crucial for the court to have the appropriate equipment and staff to carry-out its responsibilities and service to the public.
2. Consider adding one (1) new staff to answer telephone calls from the public and handle administrative responsibilities so current staff can focus time on court dockets, scheduling of cases and other duties. It is very possible the new staff member could answer phone calls and perform general administrative duties for all the county courts at law.

Short-term Objectives

Objective A: Add staff to support department to meet growing workload.

Impact: Adequate staffing will allow for more efficient and effective processing and scheduling of criminal and family cases filed in County Courts.

Objective B: Provide software, hardware and training to enable digital scanning of documents for the court and interface between the current departments through Odyssey.

Impact: Increase productivity with the current staff.

Long Range Goals/Vision: A new County Court may be needed to handle rising caseloads as the Williamson County population grows as anticipated by current predictions.

Staff: Additional staff member for public inquiries and information, perhaps centralized for all County Courts to reduce direct calls to individual courts and handle general questions for all county courts.

	District Attorney John Bradley and Jana McCown

Office/Department Overview:

The District Attorney's Office handles all felony criminal cases for the county (1800/year), while the County Attorney handles the misdemeanor cases.

Priorities:

1. Create a new District Court within 5 years (by 2012 or 2014 at the latest).
2. Consolidate juvenile prosecution into the District Attorney's Office.

Short-term Objectives

Objective A: The DA is concerned about Odyssey and its support over time. The office believes that it should be implemented county-wide in all offices and departments.

Impact: County-wide implementation of Odyssey will increase department to department document sharing, reduce data entry redundancy and improve records management.

Objective B: There is a big need for digitized records.

Impact: Imaging will improve efficiency.

Objective C: There is a real need for more information technology (IT) staff/support (Roughly 11 staff for 1100 county employees). The District Attorney's Office feels more pressure to add staff for IT support internally due to lack of county IT staff.

Impact: Increasing IT staff will ensure that technologies work correctly increase staff efficiency and other goals.

Objective D: There is a need for a forensic computer analyst due to the increase in high tech crimes.

Impact: A computer analyst would reduce cost and result waiting time by eliminating outsourcing services.

Resource Needs:

5-10 years: Within the next 5 to 10 years, the District Attorney's Office sees the need for 1 new District Court. This would create the need to add 3 new prosecutors, 1 investigator, and 1 support staff. This would help to maintain

Appendix A: Interviews

efficiency by balancing court days and office days. They need additional laptops for personnel to aid/support a digital or paperless system.

~ 10 years +: Within 10+ years, the District Attorney's Office would like to bring in juvenile prosecution and consolidate the County Attorney's and District Attorney's offices.

*** This would happen only if it is needed and if all parties agree.

Long Range Goals/Vision: Office space will be an issue in 10 years, but they are okay until then.

	District Clerk Lisa David

Office/Department Overview: The District Clerk provides services such as record keeping to the District Courts as well as for the four County Courts at Law for family cases.

Priorities:

1. Secured storage for records and evidence.
2. Space expansion – additional office space for new staff coming in to already crowded space.
3. Implementation of the on-line jury system.

Short-term Objectives

Objective A: Go live with the on-line jury system.

Impact: The system will streamline process for procuring juries as well as being more customer friendly.

Objective B: Additional storage for case evidence, records, etc.

Impact: The additional storage space will allow the Clerks office to hold evidence for longer periods of time.

Objective C: Need additional office space

Impact: Room for more employees and a new court (if needed).

Long Range Goals/Vision: More space, better public understanding of role of District Clerk.

Staff: 2 staff (scanning clerks) in next 2 – 3 years

	Justice of the Peace, Precinct #1 Judge Dain Johnson

Office/Department Overview: The mission of the Justice of the Peace's office is to uphold the law.

Priorities:

1. Modernize public's interface with the county's ticketing system (web based).
2. Modernize officers' interface with the ticket system (hand held palm pilots that allow for data to be entered directly into database).
3. Modernize and expand public interface with the court system to provide resources such as rules, directions and education.

Short-term Objectives

Objective A: Develop a centralized database that can be utilized by all the courts and DPS.

Impact: The database can house all the information that must be accessed between county courts and law enforcement departments. Streamlining the input and downloading process will reduce staff time and increase the speed of processing cases.

Objective B: Develop a web – based interface for county citizen to access their cases and other information.

Impact: Providing easy access to citizen with information regarding their cases will increase collections, speed up process of cases, and improve citizens' knowledge about the court system.

Objective C: Purchase hand held palm pilots for the sheriff's department to modernize officers' interface with the ticketing system.

Impact: By providing the equipment so officers can input ticket information directly into the database will greatly increase the speed tickets are processed.

Long Range Goals/Vision:

- In one year tickets given on toll roads will be the responsibility of the county. This is going to greatly increase the load on the J.P.s docket. Therefore, any efficiency that can be gained through the implementation of web based technologies will help the J.P meet this demand.
- Providing a user-friendly web interface for citizens is a long range goal for the J.P.s office. The interface should easily allow people to access documents, rules, payments, and directions. This will reduce the backlog of cases in the court.
- Bring all the J.P. offices to consensus regarding what type and how to use technology to improve law enforcement in Williamson County.

Staff: The emphasis on modernization is not in order to eliminate staff, but to increase the effectiveness and efficiency of staff. As noted above the workload of the J.P.'s office is going to increase. Modernization may be a cost effective way of meeting the demand compared to increasing staff.

	Justice of the Peace, Precinct #2 Edna Staudt

Office/Department Overview:

The Justice of the Peace presides over criminal and civil justice courts and small claims court. Judge Staudt handles cases including criminal and civil, traffic, juvenile, drugs and alcohol, evictions, legal disputes up to \$10,000, acts as coroner and oversees unexpected deaths, truancy, weddings, and community needs (e.g., lock outs, death threats, warrants, etc.).

Priorities:

1. Acquisition of electronic equipment and software to accommodate paperless ticket citations, paperless files, and the networking of county offices.
2. Provide an informational newsletter to the community.
3. To restructure and reclassify personnel job descriptions.
4. Expansion of facilities (would like to take over the Parks and Recreation Department's space when they move out).

Short-term Objectives

Objective A: Above priorities.

Impact: The impact of all the above priorities would be that the cost to increase and train personnel will decrease. Trained personnel would be retained. Accuracy would be enhanced. The public will be more informed of their rights, their options, and the laws they are expected to be in compliance with, thereby decreasing the public's hostility to county offices.

Resource Needs: Software, scanners, computer equipment, and personnel. The need for additional personnel (currently asking for 2) has been consistent for the past 15 years; however, upon the installation of a paperless system and electronic filing, the total amount of personnel will be decreased. The expansion of the office by acquiring the space currently occupied by the Parks and Recreation Office.

Long Range Goals/Vision:

- The pay and workload are tough. The J.P.'s office can't keep employees for as long as they'd like because of both.
- Eventually Williamson County will need a Medical Examiner (within the next 10 years).

	Justice of the Peace, Precinct #4 Judge Judy Hobbs

Office/Department Overview: Uphold the Constitution and Serve the people of Texas with equal justice under the law.

Priorities:

1. Increase safety for staff by making improvements to the front waiting area.
2. Enlarged the front waiting area.
3. Assigned a deputy to the Court for security and warrant research.

Short-term Objectives

Objective A: Make improvements to the front waiting area of the JP's office.

Impact: Safety and health of staff is protected.

Objective B: Enlarge the front waiting area of the JP's office.

Impact: Better service to citizens, enhanced security.

Objective C: Assigned a deputy to the Court for security and warrant research

Impact: Improve security and faster warrant research will lead to catching more people with warrants.

Long Range Goals/Vision:

- Increase staff as needed to meet growing needs;
- Electronic ticketing for officers;
- Change the policy of budget management regarding Commissioner's oversight. Specifically, eliminate the requirement for Commissioner's Court approval for line item transfers.

Staff:

- One (1) full-time on site deputy;
- Additional staff to provide more efficient processing (not just in JP office, but at County Attorney).

Public Safety

	Constable, Precinct #1 Robert Chody

Office/Department Overview:

The mission is to serve all civil and criminal processes for the JP courts. Civil is the constable's primary area.

Priorities:

1. Establish handicap parking violation unit (like the one in Travis County).
This is a volunteer-based group that is provided with training and a ticket book, and charged with citing parking violators.
2. Work with the US Marshals to find and arrest federal warrants.
3. Bring staffing level up to match other Constable's offices in Williamson County.

Short-term Objectives

Objective A: Handicap Parking Violation Unit

Impact: The impact would be a visible deterrence to an overlooked issue.

Objective B: Work with US Marshal's Office

Impact: Remove dangerous, high-crime people off the streets.

Objective C: Increase Staffing Level

Impact: The impact would be that the Precinct 1 Constable's Office would be able to handle the same amount of workload and provide the same level of services to Precinct 1 residents as other Williamson County precincts.

Resource Needs: The Precinct 1 Constable's Office has requested 2 additional deputies, and believes they are still needed.

Long Range Goals/Vision: Constable Chody said that the precinct boundaries will likely be changing after the updated census count since the boundaries are determined by population. He feels this will reinforce his needs to have a staffing level that matches those of the other Constables.

	Constable, Precinct #3 Bobby Gutierrez

Office/Department Overview:

Enforce the laws of the State of Texas and improve the safety and quality of life in Williamson County by:

- Serving and executing the civil and criminal process issued by all courts
- Aggressively pursuing and apprehending fugitives from justice in our region
- Providing proactive courtroom security for the justice court, and
- Protecting our environment by the proactive enforcement of environmental statutes.

Priorities:

1. Improve and expand warrant fine and fee collection services.
2. Increase fugitive apprehension of dangerous offenders.
3. Improve proactive enforcement of environmental crime cases.
4. Maintain our current prompt and high level civil process cases service and execution.
5. Expand our community outreach through child ID programs.

Short-term Objectives

Objective A: Warrant fine and fee collection

Impact: Improve collection of fine and fee amounts by 10% - 20%.

Objective B: Fugitive apprehension

Impact: Increase dangerous fugitive apprehension by 20%.

Objective C: Environmental enforcement

Impact: Increase on-site officer initiated environmental cases by 20%.

Objective D: Community outreach/Child ID programs

Impact: To ID of a minimum of 2,000 children annually.

**** The Precinct 3 Constable's workload is growing by about 10%. The 20% goal will take care of current growth and make a dent in future workload increases.**

Resource Needs:

- Precinct 3 Constable would need to remain current with, and have access to new technology (software and hardware) to locate fugitives, assets, and provide collections of fines, fees, and services through the Internet.
- Would need additional staff (3-5 Deputies and 1-3 support staff in the next 5 years; and an additional 2-3 Deputies and 2 support staff 10 years out) to maintain projected growth and workload increases in all areas mentioned above.
- Purchase of 2,000 child ID kits annually.

Long Range Goals/Vision:

	Sheriff Sheriff, James Wilson Tony Marshall, Chief Deputy Robert Chapman, Asst. Chief for Law Enforcement

Office/Department Overview: To protect and serve the public, preserve life and property in Williamson County. And, to provide a safe environment for inmates in Williamson County jail facilities.

Priorities:

1. Need new training facilities. Current training facility (Lott Center) does not meet current needs and will not meet the needs of the department over the next 5-10 years.
2. Need additional office space for the department. Current office space for department is at maximum utilization-will not meet the needs of the department over the next 5-10 years.
3. Jail facility will need to be expanded within the next 5 years. Williamson County jail facility is a booking facility serving several municipal and state agency (State Hwy patrol, TPWD) jurisdictions. Facility is currently sufficient for the short-term.

Short-term Objectives

Objective A: Expand/find additional office space. Office space is currently at maximum occupancy. Different programs/departments within the Sheriff's dept can not expand as may be required.

Impact: Sheriff Dept is largest agency of Williamson County. As growth puts additional demands on department, additional human resources may be needed (e.g. CIT has 10 officers, case load per office is 25/month). Lack of space can impede needed hiring, create organizational inefficiencies and service gaps to respond to calls and public demands.

Objective B: Need new training facility(s). Current facility is outdated and inadequate for training needs [shooting range is located at different facility, not part of training facility, and dept. needs a "driving pad" to train officers how to drive and respond to emergency situations.

Impact: Williamson County Sheriff's Dept has a 13 week training academy for all newly hired officers. Current facility can not accommodate current training curriculum (e.g. "driving pad") and facility is in poor condition.

Long Range Goals/Vision: Jail facility will need to be expanded within the next 5 years. There is space at the current jail facility to accommodate expansion.

	Emergency Services John Sneed

Office/Department Overview: Manages EMS, 911, Wireless Comm (Radios), Haz Mat response, Emergency Management, Mobile Outreach (Emer. Mental Health).

Priorities:

1. Maintain current response time of 7 minutes (incl. 1 minute dispatch) (nat'l standard 8 minutes) for EMS (new stations added in growing areas to maintain 1 – 20,000 ratio give or take).
2. RFP out for public safety tech (incl. CAD, vehicle location, records mgmt, mobile data).
3. Emergency Ops and Dispatch Center RFP out right now.

Short-term Objectives

Objective A: Compensation issues (retention, morale). The county needs to conduct a comparative compensation study.

Impact: Attract and retain staff through comparable salaries

Objective B: Establish *Radio Shop* to repair and service radios

Impact: Better service for County, also revenue generator by servicing city radios.

Objective C: Internal Training for Emergency Services

Impact: More cost effective service

Long Range Goals/Vision: Stable funding source for Mobile Outreach Team; Fire Marshal; full time HazMat team; Decision between adding staff or continue paying overtime in dispatch

Staff:

- Assume addition of 1 new EMS station / year
- 2 staff short in Mobile Outreach, can't fill possibly due to salaries
- Add'l Emergency Operations staff in 2 – 3 year.

Public Services

	Animal Services Cheryl Schneider, Director

Office/Department Overview:

The Office of County Animal Services manages animal sheltering throughout Williamson County. Animal Services strives to decrease the number of animals euthanized and provide the most humane care possible to unwanted and abandoned pets through adoption, reclaim, foster home, rescue services, and public and community awareness.

Priorities:

1. Decrease the euthanization rate of treatable and rehabilitable animals, and decrease the intake rate.
2. Provide free, or low cost spay/neuter services.
3. Provide veterinary services for up to 2 weeks, post adoption.
4. Increase the number of adoptions (increase # of off-site adoptions).

Short-term Objectives

Objective A: Operate shelter with sufficient staff and resources.

Impact: Increasing staff to properly care for the mental well being of the shelter animals as well as providing more avenues for off-site adoptions will decrease the euthanasia rate.

Objective B: Initiate spay/neuter program to and reduce the intake rate and need for sheltering services.

Impact: Reduce stray, unwanted animals

Objective C: Need Community Programs Coordinator to provide effective public awareness and education, recruit and manage the volunteer program, and plan special events and fundraisers.

Impact: Increase in public awareness and education, special events and fundraisers can decrease intake rate and over-all services cost; can help lessen the need for additional kennel space

Appendix A: Interviews

Long Range Goals/Vision: [Within 3-5 years] 1) Need additional kennel space to keep up with growth in the County and resulting need for shelter services. 2) On-staff veterinarian and technical staff.

	Juvenile Services Charlie Skaggs, Director Scott Matthew, Asst. Executive Director

Office/Department Overview: Williamson County's Juvenile Services (WCJS) overall purpose and goal is to provide the best intervention service that can help kids "get back on-track" to become productive members of society before they reach a point of chronic, adult criminal behavior.

Priorities:

1. Develop comprehensive mental health continuum of care.
2. Reduce "out-of-county" placement/commitment to Texas Youth Center.
3. Plan for projected juvenile population growth.
4. Develop local specialized programming to meet the needs of juveniles and families.
5. Maintain confidence in the competence of our organization by outside stakeholders.

Short-term Objectives

Objective A: Develop comprehensive mental health continuum of care; Establish Mental Health Court.

Impact: 1) Proper assessment and treatments applied, thereby directly addressing issues that may cause negative behavior and thus reduce inaccurate treatments and recidivism, 2) reduce out-of-county placements, increase family cohesion, 3) increase public safety, 4) increase public confidence, 5) increase ability to impact juvenile and adult crime, 6) keep budgeted tax dollars spent in the county.

Objective B: Expand existing facilities to accommodate projected growth in juvenile population and to address demands of increasing mental health cases.

Impact: Expanding existing facilities will result in: 1) Proper assessment and treatments applied, thereby directly addressing issues that may cause negative behavior and thus reduce inaccurate treatments and recidivism, 2) reduce out-of-county placements, increase family cohesion, 3) increase public safety, 4) increase public confidence, 5) increase ability to impact juvenile and adult crime, 6) keep budgeted tax dollars spent in the county.

Objective C: Recruit, develop, and retain competent, professional, “character driven staff”

Impact: Having proper staffing (trained, fair compensation, adequate staffing) will result in the following: 1) Proper assessment and treatments applied, thereby directly addressing issues that may cause negative behavior and thus reduce inaccurate treatments and recidivism, 2) reduce out-of-county placements, increase family cohesion, 3) increase public safety, 4) increase public confidence, 5) increase ability to impact juvenile and adult crime, 6) keep budgeted tax dollars spent in the county.

Long Range Goals/Vision:

- 1) Separate mental health facility; Mental Health Court
 - a) additional funding for pharmaceuticals/psychiatry
 - b) data collection system
 - c) address gaps in services
- 2) Expand facilities
- 3) Additional administrative staff
- 4) Grant Writer to help secure funds to meet the needs as delineated
- 5) Volunteer Program and Coordinator
- 6) Vocational component to teach skills
- 7) Transitional living program
- 8) Competitive salary and benefits, for similar size department

	Parks and Recreation Jim Rogers

Office/Department Overview: Williamson County's Parks and Recreation department works to provide outdoor recreational experiences for the citizens of Williamson County. The department focuses on large, passive parks and allowing for cities to focus on sports complexes. The department has developed a Master plan which was adopted in November, 2008.

Priorities:

1. Expand recreational programming and offer more outdoor focused activities (currently runs softball program).
2. Find agricultural lands / prairie to preserve and use as park / learning center.
3. Create 'wish list' to begin gathering donations.

Short-term Objectives

Objective A: Foster a 'Friends of the Park' type group, but needs to happen 'organically'.

Impact: A "Friends" group would be able to raise funds and awareness for parks.

Objective B: Develop additional recreational programming.

Impact: Additional programming would generate park visits and revenue.

Objective C: Wish list for donations.

Impact: Allow proved an organized and targeting approach to fundraising.

Long Range Goals/Vision: Develop a park focused on agricultural / prairie ecosystem; creating a Williamson County Habitat Conservation Plan; work with Fish and Wildlife Service to allow access to habitat.

Staff Needs: The department will require 2 – 3 additional staff in next few years to manage expansion of park system.

	Unified County Road Administrator Greg Bergeron

Office/Department Overview: The Unified County Road Administrator provides maintenance, project management, and engineering of County road projects; subdivision management; manages storm water program; and, assist health department with floodplain mgmt. As well the County engineer works with Inspectors for subdivision projects.

Priorities:

1. Develop comprehensive GIS to better manage data with internal GIS staff (not rely on IT GIS staff).
2. Unified system to manage and plan projects.

Short-term Objectives

Objective A: Internal GIS and project mgmt system development

Impact: More effective and efficient service

Objective B: Add'l staff to meet growing demands

Impact: Better service, needed to meet growing demands

Objective C: Rapid urbanization is changing demands and expectations on the department. The URS will need to update procedures, methods, etc. to meet changes.

Impact: New training, equipment, etc. will help provide better service

Long Range Goals/Vision: New barns for equipment and crews, one east, one west; belly dump trucks for paving crews; move to more specialized crews.

Staff: 1 Maintenance Crew, 2 – 4 Engineering staff, 2 – 4 for hauling crew in next 2 – 3 years

1 Maintenance Crew in 5 years

	Veterans Services Donna Harrell

Department Overview & Mission:

Our mission, as tasked by the Department of Veterans Affairs and the State of Texas, is to provide fair and competent representation to the veterans of Williamson County, their dependents and survivors. This department also exists to provide empathy and excellence of service to these individuals, providing them with the necessary tools and representation to support their claim with the Department of Veterans Affairs, or any other Federal or State agency. To ensure that an attitude of support toward the veterans and their families is created in Williamson County, and ensuring comprehensive cooperation between County, State and Federal agencies.

Priorities:

1. Establish excellence in service to veterans, dependents and survivors through continued training, emphasis on customer service and creation of outreach programs to further the exposure of the department, to our clients, within the county.
2. To provide better accessibility of services to a wider range of veteran population by relocation of facilities to a more central location in the county.
3. Create a database system for better access to information.
4. To establish intradepartmental education and cooperation to ensure that those who are eligible for services receive services, avoiding duplication of effort between departments. This may include presentations to other County agencies and employees of the assistance provided by this department. This was already begun in late 2009 with the inclusion of the Veteran Services department in the implementation of the new property tax exclusion for those veterans with 100% disability.

Short-term Objectives

Objective A: Establish a peer-to-peer counseling program to serve veterans of the Iraq and Afghanistan conflicts. This program, which trains other veterans to act as peer counselors, will provide an initial point of contact for these veterans to seek advice on the availability of counseling programs and to provide an outlet and help for those not willing to take the steps to traditional counseling programs.

Impact: Funding for this program has been sought from grant programs available to cover the initial startup and training costs for the program, using the *Being In the Zone* peer counseling program developed by Dr. Wayne Gregory with the

Appendix A: Interviews

Department of Veterans Affairs. A neutral location outside a recognized counseling center is sought to diminish the stigma associated with psychological counseling. This is provided by using the veteran service offices during off-hours, in the evenings, so that employment conflicts do not interfere. This would entail participation by the department employees to provide access to the facilities, and also provide a resource for additional benefits counseling, should it be desired.

Objective B: Relocation of the County Veteran Service Office from Taylor to Georgetown to create a central location for services to clients from all areas of the county. Current location prevents access by many clients due to transportation issues. A large section of the veteran population has disability issues which make accessibility to services a key issue. A satellite office would be maintained one day per week in the Williamson County East Annex in Taylor to provide continued service to those clients in east Williamson County that have come to depend on having access to services in that area.

Impact: There would be a cost for renovation of existing space to provide secure offices, reception area conference room and secure filing room with area for expansion. The counselors deal with sensitive issues that need to have the ability to operate behind closed doors to ensure the privacy of the individual and information, in accordance with HIPPA and ADA regulations. Additional personnel would need to be hired within the next 1-2 years following relocation, due to the increase in client numbers from both the new location, but also from increased veteran population ensuing from the combat situations in Iraq and Afghanistan.

Objective C: Long range goals include the establishment of a digital data system. If this proves cost-prohibitive, an interim resolution could be a change in the filing system used for storage and retrieval of veteran claim information from the current file cabinet system to a vertical system of storage. The storage system currently in use is becoming inadequate to the needs of the burgeoning capacity. The current area of storage can only house one or two more file cabinets adequately. Clients' files must be in a secure area due to HIPPA rules and regulations relating to personal medical information.

Impact: The alternate system currently being considered would allow for a greater number of files to be housed in the area allocated for storage, with better accessibility for filing and retrieval. The initial cost of the new system and infrastructure would be offset by allowing the transfer and usage of existing lockable file cabinets by another county department, and by reduction in the amount of time spent by the administrative staff for filing and retrieval of files.

Long Range Goals/Vision:

- Establish a database system compatible with the Texas Veterans Commission and Department of Veterans Affairs Systems. This will increase accessibility to data and information without having to leave the office during phone calls, and will provide better customer service by enabling the counselors to provide quicker answers to questions from phone, email or in-person inquiries.
- Establish a system to digitize existing files. This would cut the need for file storage area and increase the speed of access for data retrieval, especially

Appendix A: Interviews

- during outreach and out of office visits. A work study program temporary employee could be utilized to do the initial scanning of file documents, providing a cost savings by eliminating the need to hire an additional employee for that task. This would also enable us to transfer information between departments or with other county veteran service offices, statewide and cut postage costs by using data transfer devices instead of paper file transfers.
- Establish other satellite offices or outreach programs county-wide to increase the accessibility of the veteran service office to the veterans of the county. Currently, an outreach program is set up to provide service to Round Rock one day per month, utilizing space at the American Legion in Round Rock. This program could be expanded to other areas of the county, providing for greater coverage of service.

Staff Needs 5-Years

Currently this department maintains a staff of four: a Director, who handles all administrative duties and also serves as the County Veteran Service Officer, seeing clients and making presentations to the community; two Assistant County Veteran Service Officers and an Administrative Assistant. With the current rate of growth in the county, and the number of veterans being created by the current conflict in Iraq and Afghanistan, the current veteran population of almost 40,000 may expand by at least 50%. This will necessitate the hiring of at least two additional Counselors or Assistant County Veteran Service Officers, and possibly a second Administrative Assistant, or Receptionist.

Finance

	Auditor David Flores

Office/Department Overview: The Williamson County Auditor sustains financial stability within the County government by providing financial reports, anticipating claims and risks, protecting County assets; monitoring County budget to ensure it tracks; countersigning expenditures with Treasurer; keeping separate account management; developing daily and quarterly audits.

Priorities:

1. Sustain reserve operational cash balance.
2. Financial reporting analysis.
3. Clean 'outside audit' reports.

Short-term Objectives

Objective A: Adequate cash, positive outside audit reports.

Impact: Good County bond rating, solid fiscal position.

Objective B: Stability to tax rate.

Impact: Minimize financial tax impact on citizens.

Objective C: Maintain citizen confidence.

Impact: Citizens happy and supportive of County government and spending.

Long Range Goals/Vision:

- High turnover due to salary constraints, need salary review.
- HR policies need to be reviewed as they have not changed with changing work environment.
- Increase coordination efforts across various elected official departments.
- Court requests for audits of Emer. Svcs. Districts and other special districts will drive increased demand for additional staff

Staff: 1 part time to full time requested; automation has minimized staffing needs; 2 – 3 years should be okay

	Budget Officer Budget Director, Ashley Koenig

Office/Department Overview: The County Budget Officer is the steward of public funds and a priority of the office is to protect taxpayers. The Budget Officer sets budget recommendations for Court.

Priorities:

1. Draft procedures to implement budget policy adopted by Court.
2. Cut costs and improve efficiency across County.
3. Have Gov't Finance Officers Association review policy and budgets, apply for recognition / award from this group.

Short-term Objectives

Objective A: Build relationships and understanding across departments. One method is to conduct budget workshops.

Impact: Make budget process easier and more effective, allow for better coordination across departments of requests and projects.

Objective B: Establish procedures to implement budget policy.

Impact: Process in place and working to manage budget process more effectively.

Objective C: Submit budget to GFOA.

Impact: State recognition.

Long Range Goals/Vision:

- Reduce silos across County,
- make budget process more user friendly and effective,
- Increase transparency across County,
- Succession planning is issue, lots of aging department heads,

Staff: None needed at this time barring additional responsibilities being added

Other Issues: Rising healthcare costs; personnel is 77% of budget, retention, competitive salaries, training are all issues; Space is huge issue, need facilities plan.

	County Treasurer Vivian Wood, Treasurer

Office/Department Overview: Office is charged with collecting all revenues and funds from fee offices, and any other county office. County Treasurer's office is the "banker" and investment arm for any and all county funds.

Priorities:

1. IT/Software Technology – implement IT/Software program that is consistent and compatible between each county department and the Treasurer's office. Eliminate duplicative data entry reporting process-implement same or compatible software systems in each county department.
2. Improve communication and reporting between departments and county commissioners' court. Eliminate duplicative data entry process-implement same or compatible software systems in each county department.
3. Continue and expand/update/improve current training programs to insure optimum productivity and service.

Short-term Objectives (Less than 5 years)

Objective A: Commence discussion between all departments to have compatible software technology for financial reporting and communication. 2) Review records management and retention policies of all departments and develop recommendations for enhancement and communication policy between departments.

Impact: Improved communication and reporting between departments and county commissioners' court will result in more efficient operations internally and will enhance external communications with customers and the public. Duplicative data entry will be eliminated and errors reduced. Data management and reporting will create important efficiencies and is very important as growth in the County increases.

Objective B: Continue and expand/update/improve current training programs to insure optimum productivity and service. Increase "Cross-Training".

Impact: Continued and improved training programs will build efficiencies in the work force to prevent service gaps and maintain a high level of productivity.

Long Range Goals/Vision: Implement IT/Software program that is consistent and compatible between each department/county agency.

	Tax Assessor-Collector Deborah Hunt

Office/Department Overview:

Tax Assessor-Collector (TAC) is responsible for collecting and disbursing property taxes on all Williamson County properties. Additionally, Williamson County TAC is an agent for Texas DMV and responsible for titling and registration of all motor vehicles in the county. The TAC collects for more than 70 taxing jurisdictions as well as the State of Texas Department of Motor Vehicle and the Comptroller.

Priorities:

1. Customer Service – Provide excellent customer service by having adequate staff, prompt actions, and accurate information, using understandable language, while striving to meet the customer's needs.
2. Internal and External Communications – Communicate clearly with staff and encourage two-way communications between staff and management/administration. To communicate clearly with the customers (Williamson County residents) in a manner and language they understand and stimulate customer feedback for assessment and improvement. Utilize a communications strategy and policy.
3. Utilize High Technology as tool to efficiently manage TAC functions – Upgrade present communications, ITS, and security systems to provide a level of technology to support an efficient operation.
4. Training and Hiring – Recruit and maintain qualified employees, implement a training program for new employees as well as cross training of existing employees, continue employee evaluations, maintain job descriptions and competitive salaries.
5. Facilities – Upgrade and maintain offices that accommodate the needs of our customers and provide comfortable efficient facilities for staff.

Short-term Objectives

Objective A: 1) Provide customer service workshops, 2) maintain all procedure manuals, 3) hire additional bilingual staff, cross-train for motor vehicle/prop tax personnel with assistance from TxDMV and TDLR 4) Implement electronic queuing system to expedite customer wait time.

Impact: Enable the department to provide the highest level of customer service internally and externally. Provide for a well trained and up-to-date staff with a professional and dedicated attitude.

Objective B: 1) Provide Office Communications workshop, 2) individual communication seminar, 3) Performance Review and corrective action, 4) more frequent communication with management, 5) forms assistance for property tax and motor vehicle customers, 6) review strategic plan annually.

Impact: Enable the department to provide the highest level of customer service internally and externally. Provide for a well trained and up-to-date staff with a professional and dedicated attitude. Eliminate inefficiencies and facilitate timely collections.

Objective C: 1) Expand the phone bank for customer inquiries, 2) training for equipment users, 3) emergency fire and evacuation drills, 4) maintain TAC website for public use, 5) daily and monthly email reports to the different taxing units, 6) Provide adequate security systems, 7) export property tax disbursements/deposits to QuickBooks to reflect daily disbursements.

Impact: Enable the department to provide the highest level of customer service internally and externally. Provide for a well trained and up-to-date staff with a professional and dedicated attitude. Utilize technology to eliminate inefficiencies and facilitate timely collections and reporting.

Objective D: 1) Establish and maintain competitive salaries for staff, 2) train qualified temp and part-time pool employees, 3) continue staff development days, 4) Continue to encourage exit interview for departing employees, 5) cross-train Georgetown staff.

Impact: Provide for a well trained and up-to-date staff with a professional and dedicated attitude. Enable the department to provide the highest level of customer service internally and externally. Eliminate inefficiencies and facilitate timely collections.

Objective E: 1) Remodel/expand/Relocate offices in Round Rock , Cedar Park and Georgetown, 2) Provide parking availability at Round Rock office, 3) Provide adequate security systems at all offices, 4) maintain adequate staffing levels.

Impact: Provide necessary office space and staffing so the Department can provide efficient collection/payment access and service and to meet the continuously growing demands on the department due to growth in Williamson County. Enable the department to provide the highest level of customer service internally and externally.

Long Range Goals/Vision:

- 1) Institute Flex-time for employees.
- 2) Expand the phone bank for customer inquiries to cover all offices.
- 3) Complete new office in Round Rock; renovate office space in Cedar Park and renovate office space in Georgetown.
- 4) Provide day care facilities at a low cost for county employees in each Precinct.

Internal

	Facilities Maintenance Joe Latteo

Office/Department Overview:

Maintain and service county facilities in a professional manner with quality and integrity, and to oversee and manage county construction projects to ensure the tax payers receive the best value for their investment.

Facilities oversees 63 buildings (1,600,000 ft. ² with 30 staff), service contracts (e.g., HVAC, janitorial, landscaping, etc.), oversees maintenance on the jail, county construction projects, oversees 4 24 hour facilities (e.g., animal shelter, jail, juvenile detention, and drug treatment).

Priorities:

1. Improve in energy efficiency to reduce utility costs to the tax payer.
2. Keep quality of service in the face of growth.
3. Keep costs low.
4. Upgrade and improve technology to create efficiencies.
5. Implement *Inventory Control* technology program.

Short-term Objectives

Objective A: Meet the above priorities.

Impact: The impacts of the above priorities would be to keep services at a high standard while reducing energy consumption through cost-effective changes.

Resource Needs:

- Money and people: Need to keep the number of employees consistent with percentage of properties maintained in order to retain a high quality of service both internally and externally.
- The Commissioner's Court's continued support with funding and having enough people to do the job.

Long Range Goals/Vision:

Facilities is looking at the following:

- an energy management program to be more efficient and reduce costs to the tax payers.
- solar heating of the showers at the juvenile center (will save \$6000/month in gas usage).

	Fleet Services Mike Fox

Office/Department Overview: Provide service to County vehicles (750 vehicles from cars to 18 wheelers) and trucking services (hauling goods and material).

Priorities:

1. Automated fueling stations at more spots across County (with 10,000 gallon tanks to reduce costs and ease deliveries).
2. Expand shop (current location has space to do so) because current shop is inadequate (3 – 5 years).
3. Increase Fleet budget to provide training for staff to ensure they are up-to-date on technologies and attain a high skill level.

Short-term Objectives

Objective A: Install new automated system to track fueling, etc.

Impact: Better control of County fuel dispensing, more accurate recording

Objective B: Reduce overall vehicle inventory through consolidation of 'low use' vehicles into pool for common use in departments with limited driving needs

Impact: Reduce overall costs of maintenance and number of vehicles

Objective C: Brushless Car wash (Judge's wish list)

Impact: Keep County vehicles clean

Long Range Goals/Vision: Fleet Services will need a new shop with additional wider bays to better handle vehicles, continued 'greening' of fleet (15 hybrids in service currently)

	Human Resources Lisa Zirkle

Office/Department Overview: The Williamson County Human Resources Department manages personnel for the County as well oversees the hiring process and some screening.

Priorities:

1. On line recruiting and application tool requested in FY 2010 budget.
2. Compensation Analysis to compare salaries and ensure competitiveness.
3. Leadership Development and training program will kick off Phase II Supervisory Training within the next 60 days. Phase III Employee Training is still scheduled for FY 2011.

Short-term Objectives

Objective A: On line recruiting and application tool

Impact: More efficient and cost effective hiring process

Objective B: Compensation Analysis

Impact: Ensure County salaries are competitive, reduce turnover, and make Williamson County a more attractive employer

Objective C: Leadership development and training program.

Impact: Succession planning, advancement opportunities for internal staff

Long Range Goals/Vision:

The Human Resources department will continue to seek service options that incorporate technology and streamline processes thus reducing the need for additional staff to address the growth in services provided by Williamson County. This will allow us to provide greater service while still maintaining staff full time equivalents (FTE's) at the current levels. However, we do have a temporary part-time staff assignment for FY 2010 and would like to continue to have a .50 part-time staff assignment that is no longer temporary.

Staff: 2 training positions (1 in next 2 years)
1 Compensation Specialist; 1 Employee Relations

	Information Technology Jay Schade

Office/Department Overview: Technology Systems (TS), formally Information Technology Services serves the County IT needs including hardware, software, website and GIS. Three new departments recently were added to the TS department: Records Mgmt, Mail, and Switchboard.

Priorities:

1. Public safety – new dispatch, mobile data, and records management system for 911 Communications, Sheriff's Dept & EMS that will track improve public safety.
2. Complete the implementation of the Courts System.
3. Implementing a Juvenile Case Management system that is in development and will be adopted by the State.
4. Construct an Emergency Services Operations Center.

Short-term Objectives

Objective A: Consolidate the County's Phone System.

Impact: This effort will help coordinate dispersed offices with operations in Taylor, Round Rock, Cedar Park and Georgetown.

Objective B: Complete the *Fiber Loop*.

Impact: This will provide more reliable network communications for the County network in general and the public safety operations specifically.

Objective C: Ensure the County has sufficient storage capacity as well as increase departments' ability to scan and store documents and video.

Impact: Increase and improve records management to reduce the dependence on paper.

Long Range Goals/Vision:

- Space for IT, current location full, no opportunity to add staff due to lack of space;
- Continued improvement of coordination with other department heads and elected officials

	Public Affairs Manager Connie Watson

Office/Department Overview: Provide County information to media and citizens.

Priorities:

1. Better utilization of social media.
2. Better use of videos and visuals to communicate.

Short-term Objectives

Objective A: Make part time intern into part time permanent employee, eventually full time.

Impact: Ability to focus on web and social media.

Objective B: More interactive website with more access.

Impact: Citizens can watch meetings, search for agenda items, etc. Better transparency and accessibility for citizens.

Objective C: Better internal communication and recognition of employees.

Impact: Get info to employees quicker and with less rumors and false info.

Long Range Goals/Vision:

- County leadership program, formalize,
- County Days with local schools,
- Develop more outreach and communication with citizens, and
- Think differently and creatively adapting to new mediums.
- Web casting commissioners court meetings.

	Purchasing Bob Space

Office/Department Overview:

To procure the goods and services required by Williamson County following state regulations and policies established to assure the use of wise and prudent business priorities. To be an effective force in encouraging change: efficiency, customer service, and thought processes for achieving higher levels of serving tax payer needs.

Priorities:

1. Continue to provide a trained and courteous staff that are creative and instrumental in helping and supporting others in the pursuit of efficiency, effectiveness, and service in their work.
2. Continue striving to reach higher levels of effective communications and to be an example for others in this pursuit.
3. Work toward improving on the standardization of processes /functions that are currently grouped in various areas of the County.
4. Revolutionize how public procurement is done through the implementation of a “Responsible Purchasing” strategy:

“Responsible purchasing” strategy seeks to procure products and services based on the concept of lowering costs, improving quality, minimizing the environmental footprint, and improving the economic bottom line of the entity.

The strategy supports sustainable practices that:

- Encourage departments to consider the “Total Cost of Ownership” prior to purchase;
- Assure consideration for “Trade-In” values vs. “Residual” values (given to surplus items);
- Reduce waste by increasing product efficiency and effectiveness;
- Procure products that minimize environmental impacts;
- Provide a strategic plan for purchasing items that enable the entity to achieve reductions in resource consumption (ie. Buying items that promote paperless environments) strengthen and support strong local recycling markets reduce materials that are land filled; and,

- Provide a mechanism for measuring and reporting on the fiscal benefits received by the entity.

There are model programs that can be used as a source for implementing a responsible purchasing strategy. These programs are usually multi- year programs. Generally, the purchasing staff that are assigned the responsibility of focusing their work on the program goals will communicate the entities expectations to users, and monitor and report on program progress.

The recommendation for proceeding would be for the County to formally approve implementing a responsible purchasing program. The approval should include a multiyear plan for implementation. If the plan is approved, the program would begin in Budget Year 2013.

Responsibility would be placed in the Purchasing Department. Costs involved would be staff time to research, train users, monitor, and report on the progress based on the strategic plan outlined.

Short-term Objectives

Objective A: **Maximizing effectiveness and productivity of staff**

Impact: Approximately 25% of the County's General Fund dollars will pass thru the Purchasing Department as the county's departments spend the money appropriated to them by the Commissioner's Court. As this occurs, the purchasing department will be providing assurance that the spending is legal and provides the best value to the taxpayers. Additional dollars will be spent from various funds such as Capital Projects, Grants, and these too will pass thru the purchasing department. Based on historical data, additional staff will be required to support the anticipated growth in the spending thru these various funds.

Objective B: **Effective communications.**

Impact: The ultimate impact would be improved services to citizens and county departments. It will additionally enable the department to continue to provide efficiency in our work.

Objective C: **Reduction of Overlapping**

Impact: Reduction of overlap or clustering that occurs on work assignments and responsibilities. Impact would be a cost savings to the county, as well as a more streamlined or efficient approach to doing business. Standardizing or grouping like functions together within the County structure, economies of scale could be achieved. For example, insurance and risk management could be centralized under one person (e.g. a risk assessment coordinator) rather than spread across multiple areas. Currently, Human Resources handles vehicle insurance, Purchasing handles property insurance, etc.

Long Range Goals/Vision:

- Continue to maximize efficiency in public procurement by encouraging creativity, efficient use of current technologies, and promoting the use of wise and prudent business practices.
- Promote awareness of Green Purchasing possibilities among our user departments.
- Development of a Williamson County Area Purchasing Cooperative that will maximize potential to reduce costs of products and services.
- Continue to maintain a high level of excellence in public purchasing as recognized by the National Institute of Governmental Purchasing (NIGP) and the National Purchasing Institute (NPI).

Commissioners Court - Regular Session

Date: 01/11/2011
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action a Professional Services agreement between Williamson County and Dr. Adam Barta in relation to the provision of medical services to inmates at the Williamson County Jail.

Background

Dr. Barta will serve up to 48 weeks for 12 hours per week and will be paid \$6,000 per month for his services. A provision has been added in regards to the insurance the county is providing. The insurance declaration page will be added to the agreement when it is made available and prior to execution.

Fiscal Impact

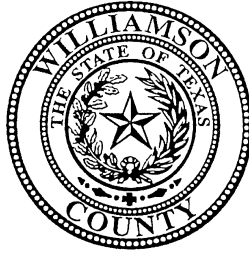
From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Medical Dr. agrmt. SO](#)

Form Routing/Status

Form Started By: Wendy Started On: 01/07/2011 02:19
Coco PM
Final Approval Date: 01/07/2011



**WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
FOR MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL**

This Agreement ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Adam Barta, M.D., hereinafter referred to as PROVIDER, for the purpose of providing medical services for the inmates of the Williamson County Jail, hereinafter referred to as JAIL, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

**I.
SCOPE OF SERVICES**

PROVIDER shall provide medical services as a physician licensed to practice medicine in the State of Texas for the inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of medical care in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his license to practice medicine in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary to provide medical services for up to 12 hours per week for 52 weeks. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any times when PROVIDER will not be available to provide medical services and will assist COUNTY in locating a suitable substitute. COUNTY shall be able to accept or reject such proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available.

PROVIDER will provide out-patient medical attention to all inmates requiring such attention. These medical services shall include, but are not limited to, follow-up on all

lab tests, radiographs, and all inmates who have had medical attention outside of the jail infirmary.

PROVIDER will be under no obligation to provide inpatient care, hospitalization, or specialty medical services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty medical services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of out patient medical care.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the medical needs of the inmates.

PROVIDER will be available for phone consultation by jail staff at any time unless PROVIDER has followed the notice requirement and substitute physician procedure outlined above for any periods when PROVIDER will not be available for phone consultation.

II. TERM

This Agreement shall become effective as of December 30, 2010, and continue thereafter until December 29, 2011. Either party may terminate this Agreement at any time for any reason (or without cause) on sixty days prior written notice to the other party. In the event that COUNTY and PROVIDER wish to extend this Agreement for additional one (1) year terms following the initial term, the parties shall execute a written agreement evidencing each party's desire to extend the Agreement.

III. COST

COUNTY agrees to pay PROVIDER and PROVIDER agrees to accept the total sum of \$6,000.00 each month for the services described under "SCOPE OF SERVICES." This monthly amount may be modified by agreement of the parties at the beginning of each subsequent fiscal year of the COUNTY.

Any violation of the provisions of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

Any travel costs associated with services provided herein is to be handled separately from this Agreement, and must be approved in writing by the Sheriff or his designated Chief or Assistant Chief Deputy prior to PROVIDER incurring travel costs if such costs are requested to be reimbursed by COUNTY.

IV. CONFIDENTIALITY

All information regarding PROVIDER's work under this Agreement shall be held in strictest confidence unless pre-approved in writing by COUNTY. PROVIDER agrees to read and follow the COUNTY's "HIPAA PRIVACY COMPLIANCE MANUAL FOR TEXAS COUNTIES" regarding the use of inmate medical information.

V. AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.

VI. DUTY TO REPRESENT/INDEMNITY/INSURANCE

COUNTY agrees to provide legal representation and indemnify, to the extent allowed by Texas law, PROVIDER in the event of legal action taken against PROVIDER on the basis of the medical services provided to the inmates of the JAIL in the performance of this Agreement. COUNTY shall have full authority to defend, negotiate, or settle any such claims at the sole discretion of the COUNTY. PROVIDER shall fully assist and participate in the defense, negotiation, or settlement of any such claims. COUNTY reserves the right to withdraw its representation and indemnification of PROVIDER in the event PROVIDER fails to assist and participate in the defense, negotiation, or settlement of any such claims.

COUNTY may fulfill its legal representation and indemnification obligations, to the extent allowed by law, under this Agreement through insurance or other means at its sole discretion.

During the term of this Agreement, COUNTY hereby agrees to provide the policy of insurance attached hereto as Exhibit "A" (said exhibit provides the coverage limits of the policy) and PROVIDER acknowledges and agrees that such policy and coverage limits is sufficient and adequate. In the event that COUNTY and/or PROVIDER are sued for the services provided under this Agreement and counsel is provided through the said insurance policy, COUNTY shall not be required to provide counsel for PROVIDER in addition to the counsel that is provided under the insurance policy. Furthermore, COUNTY shall have no obligation to provide legal representation or indemnify PROVIDER for any legal action which does not arise from PROVIDER's services under this Agreement or to any extent that is not allowed by law.

VII.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VIII.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

IX.
FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

X.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least sixty (60) days prior to the intended date of termination.

XI.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY:	Williamson County Judge Dan A. Gattis (or successor) 301 S.E. Inner Loop, Ste. 109 Georgetown, Texas 78626

with copy to: Williamson County Sheriff
James Wilson (or successor)
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Adam Barta, M.D.
4421 Stony Meadow Land
Austin, Texas 78731

XII. 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.

XIII. VENUE AND GOVERNING LAW

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, except to the extent that this Agreement is governed by the laws of the United States, 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.

XIV. 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.

XV.
COUNTY'S RIGHT TO AUDIT

PROVIDER 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 PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER 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 PROVIDER reasonable advance notice of intended audits.

XVI.
APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

XVII.
ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed this the _____ day of _____, 20____.

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis
Williamson County Judge

PROVIDER:

By: _____

Printed Name: Adam Barta, M.D.

EXHIBIT “A”

INSURANCE POLICY AND COVERAGE LIMITS

**CONSTRUCTION MANAGER-AT-RISK FOR EMERGENCY SERVICES
OPERATIONS CENTER****Commissioners Court - Regular Session**

Date: 01/11/2011
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Hal Hawes
Department: Purchasing
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consider authorizing advertising and setting date of February 17, 2011 at 3:00pm CST in the Purchasing Department to receive qualifications for CONSTRUCTION MANAGER-AT-RISK FOR WILLIAMSON COUNTY EMERGENCY SERVICES OPERATIONS CENTER, RFQ # 11WCRFQ1004.

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: 01/06/2011 09:05 AM
Final Approval Date: 01/06/2011



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

<http://www.williamson-county.org/Purchasing>

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER-AT-RISK FOR WILLIAMSON COUNTY EMERGENCY SERVICES OPERATIONS CENTER

RFQ NUMBER: 11WCRFQ1004

RFQ SUBMITTALS MUST BE RECEIVED ON OR BEFORE:
FEBRUARY 17, 2011 – 3:00 PM CST

RFQ SUBMITTALS WILL BE PUBLICLY RECOGNIZED:
FEBRUARY 17, 2011 – 3:00 PM CST

Sealed RFQ submittals must be hand-delivered or mailed
to the address below:

Williamson County Purchasing Department
Attn: Jonathan Harris
301 SE Inner Loop, Suite 106
Georgetown, Texas 78626

NOTE: RESPONSES must be time stamped at Williamson County Purchasing Department Office before the hour and date specified for receipt of responses. Qualifications must be submitted in an opaque envelope plainly marked with the RFQ name, number, recognition date and time, and the address of the entity submitting the response. **The response envelope should contain all of the items listed in Section 3.5.**

A contract will not be awarded on recognition day. The Williamson County Commissioners Court will only award after study and consideration of responses. Acceptance of responses shall not constitute or imply Williamson County's acceptance of the suitability of the respondent or response.

A Mandatory Pre-Qualification Conference will be held on January 27, 2011 at 1:30 PM CST, in the Williamson County Justice Center, Jury Impaneling Room, located at 405 MLK, Suite 240, Georgetown, TX 78626. If a vendor submits to this Request for Qualifications, but does not attend the Mandatory Pre-Qualification Conference, their RFQ submittal will not be accepted for evaluation. Due to space concerns, please limit your Pre-Qualification Conference participants to (3) three people per firm.

For information regarding the RFQ contact:

Purchasing Questions

Jonathan Harris
Williamson County Purchasing Office
301 SE. Inner Loop, Suite 106
Georgetown, TX 78626
(512) 943-1692, joharris@wilco.org

Technical Questions

Gary Wilson
ESOC PM
3151 SE Inner Loop, suite B
Georgetown, TX 78626
(512) 943-1636, gwilson@wilco.org

NOTE: Qualification submittals received after the 3:00 p.m. CST deadline will not be recognized and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

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SECTION 1

INTRODUCTION

1.1 Description of Williamson County

Williamson County (herein after the County) is located in a fast-growing area of central Texas just outside the city of Austin. The county seat is Georgetown.

1.2 Background and Special Concerns

- A. Definition: A “construction manager-at-risk” is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repairs of a facility at the contracted price as a general contractor and provides consultation to the County regarding construction during and after the design of the facility.
- B. Architects and Engineers: Before selecting a construction manager-at-risk, the County has selected and designated an architect who shall prepare the construction documents for the project and who has full responsibility for complying with the Texas Engineering Practice Act (Article 3271a, *Texas Revised Civil Statutes* [Vernon]), or the Texas Architectural Practice Act (Article 249a, *Texas Revised Civil Statutes* [Vernon]), as applicable.
- C. Trade Contractors and Subcontractors: A construction manager-at-risk shall publicly advertise and solicit either competitive bids or competitive sealed proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in general conditions. A construction manager-at-risk may seek to perform portions of the work itself if the construction manager-at-risk submits its bid or proposal for those portions of the work in the same manner (except at an earlier time to be determined by the County) as all other trade contractors or subcontractors and if the County determines that the construction manager-at-risk’s bid proposal provides the best value for the County. The County’s determination in such matters is final.
- D. Receipt of Bids or Proposals: The selected construction manager-at-risk and the County shall receive and open all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process. All bids and proposals shall be made public within seven (7) days after the date of final selection.
- E. Acceptance of Recommendations for Trade Contractors and Subcontractors: If the construction manager-at-risk reviews, evaluates, and recommends to the County a bid or proposal from a trade contractor or subcontractor, but the County requires a bid or proposal from another trade contractor or subcontractor to be accepted, then, pursuant to the terms of the Contract, the County shall compensate the construction manager-at-risk by a change in price, time, or guaranteed maximum cost for any additional cost and risk, which has been demonstrated to the County’s satisfaction and as required by the Contract, that the construction manager-at-risk may incur because of the County’s requirement that another trade contractor or subcontractor bid or proposal be accepted.
- F. Scope, Schedule: Information about scope and schedule are contained in sections 5.2 and 5.3 herein below.

1.3 Objective

The objective is for the County to select a Construction Manager-at-Risk organization to provide pre-construction and construction phase services for the construction of the Emergency Operations Center (ESOC) Building. By selecting the Construction Manager-at-Risk, it is the desire of the County to complete facilities as soon as possible.

SECTION 2

NOTICE TO RESPONDENTS

2.1 General

The County is accepting qualification submittals from firms interested in providing Construction Manager-at-Risk Services pursuant to Sec. 271.118, *Texas Local Government Code*, in accordance with the terms, conditions and requirements set forth in this Request for Qualifications ("RFQ"), RFQ # 11WCRFQ1004. This RFQ provides sufficient information for interested parties to prepare and submit qualifications for consideration by the County.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

2.2 Submittal Deadline

The County will accept Qualification submittals until **3:00 p.m. CST on February 17, 2011**. The RFQ submittals will be publicly recognized at 3:00 p.m. or soon thereafter in the Williamson County Purchasing Office, Inner Loop Annex, 301 SE Inner Loop- Suite 106, Georgetown, Texas.

2.3 Williamson County Contacts

Any questions or concerns regarding this Request for Qualifications shall be directed to:

Purchasing Questions

Jonathan Harris
Williamson County Purchasing Office
301 SE. Inner Loop, Suite 106
Georgetown, TX 78626
(512) 943-1692
joharris@wilco.org

Technical Questions

Gary Wilson
ESOC PM
3151 SE Inner Loop suite B
Georgetown, TX 78626
(512) 943-1636
gwilson@wilco.org

The County specifically requests that Respondents restrict all contact and questions regarding this RFQ to the above named individuals.

2.4 Type of Contract

When the evaluation process is completed and the successful respondent is determined, award of contract will be made. The successful respondent shall be required to execute a formal contract/agreement at Williamson County's offices in Georgetown, Texas within thirty (30) days after the after the contract is awarded by the Williamson County Commissioners Court. Said contract shall be in the same form as the Agreement Between Owner and Construction Manager-At-Risk, which is attached hereto. The only anticipated changes to the Agreement Between Owner and Construction Manager-At-Risk will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Agreement Between Owner and Construction Manager-At-Risk to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Respondents should raise any questions regarding the terms of the Agreement Between Owner and Construction Manager-At-Risk, or submit requested changes in said terms, in the form of written questions or submittals.** Because the signed Agreement Between Owner and Construction Manager-At-Risk will be substantively and substantially derived from the attached contract/agreement, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached Agreement Between Owner and Construction Manager-At-Risk before submitting a response to this RFQ. Again, the attached Agreement Between Owner and Construction Manager-At-Risk contains important legal provisions and is considered part and parcel of this RFQ. Failure or refusal to sign aforesaid agreement shall be grounds for Williamson County to revoke any selection of the respondent, forfeit of such respondent's bid security, if applicable, and force the selection of another respondent.

2.5 Inquiries and Interpretations

Responses to inquiries which directly effect an interpretation or change to this RFQ will be issued in writing by addendum (amendment) and mailed to all parties recorded by the County as having received a copy of the RFQ. All such addenda issued by the County prior to the time that submittals are received shall be considered part of

the RFQ, and the Respondent shall be required to consider and acknowledge receipt of such in its submittal. Firms receiving this RFQ other than directly from the County are responsible for notifying the County that they are in receipt of a submittal package and are to provide a name and address in the event an amendment is issued.

Only those inquiries the County replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. The Respondent must acknowledge all addenda by both signing and returning such document(s) or by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of submittals, or shall accompany the submittal.

2.6 Public Information

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 statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.7 Contract Award Process

This is a two-step contract award process as provided by *Sec. 271.118, Texas Local Government Code*. This RFQ represents Step 1. Respondents are asked to submit all the information required by this RFQ, but **no pricing information is to be submitted in Step 1**. The County will evaluate qualifications based on the qualification criteria contained in this RFQ. Up to five respondents may be selected to submit additional information, including the Construction Manager-at-Risk's proposed fee and its price for fulfilling the General Conditions. Notice will be given to these selected respondents and their submission of this additional information will be required by a date determined by the County.

Proposals will be publicly recognized to identify the names of the Respondents. Other contents of the proposals will be afforded security sufficient to preclude disclosure of the contents of the proposal prior to award. If the County determines that it is unable to reach a satisfactory agreement with the selected Respondent, then the County will terminate discussions with the selected Respondent and proceed to the next Respondent in order of selection ranking until a contract is reached or the County has rejected all Respondents. The County may not disclose any information derived from the Respondents submitted from competing offers in conducting such discussions. The County reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interests of the County. If the County awards a contract, it will award the contract to the Respondent or Respondents whose proposal are the most advantageous to the County and offer the best value, considering price and the evaluation factors set forth in the RFQ.

2.8 Criteria for Qualification

The Respondent(s) selected to submit proposals will be the Respondent(s) whose qualifications, as presented in the response to this RFQ, are the most advantageous to the County.

The criteria for evaluation of qualifications, and selection of the qualified respondent(s), will be based on the factors listed below:

- 1) The Respondent's capability to perform the construction management services for the project, including Respondent's demonstrated capability and financial resources to perform the work in the time projected. (5%)
- 2) The qualifications and experience of the team members proposed to manage the project for Respondent, especially highlighting experience with construction manager-at-risk projects and emergency operations centers. (15%)
- 3) The Respondent's demonstrated technical and management competence as a construction manager-at-risk on emergency operations centers with significant technical requirements. If no experience exists on emergency operations centers, then comparable projects of similar size and complexity. (25%)

- 4) The Respondent's demonstrated project experience with construction manager-at-risk (CM @ Risk) in Texas. (10%)
- 5) The Respondent's past performance on construction projects including its record in achieving exceptional quality and delivering the project on schedule and under budget and the quality of references from past customers of the Respondent. (10%)
- 6) The Respondent's ability to utilize its knowledge of current construction methodologies and technology, including Building Information Modeling (BIM), to achieve a project of enhanced value. (7.5%)
- 7) The Respondent's safety record supported accurate and verifiable data. (7.5%).
- 8) The Respondent's subcontractors including its relationship with them, the quality of the subcontractor's work and the manner in which they have executed the work and dealt with problems. (10%)
- 9) The Respondent's record in dealing with post-construction issues, and warranty matters. (10%)
- 10) The Respondent's response to Section 7 "Respondent Questionnaire".

Consideration may also be given to any additional information and comments at each selection phase if they should increase the benefits to Williamson County.

2.9 Respondent's Acceptance of Evaluation Methodology

Submission of qualifications indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the County during the determination of qualification.

2.10 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 RFQ. 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.

2.11 INTENTIONALLY OMITTED

2.12 Key Events Schedule:

Post RFQ	January 11-12, 2011
Mandatory Pre-Qualification Conference	January 27, 2011
Receive RFQ submittals	February 17, 2011
Evaluation of RFQ submittals (<i>shortlist determined</i>)	February 18 - March 4, 2011
Presentation/Interviews	March 28 - April 1, 2011
Commissioners Court Approval	April 26, 2011

2.13 Eligible Respondents

Only individual firms or lawfully formed formal business organizations may apply, unless, if the Respondent does not meet the foregoing criteria, the Respondent states in writing to the County that, if awarded the contract, it will lawfully form a formal business organization in a timely manner so as not to delay the Project. Any associates will be disqualified. (This does not preclude an applicant from having consultants.) The County will contract only with individual firms or formal organizations such as a) joint ventures, b) limited liability corporations, c) partnerships, or d) corporations authorized to do business in the State of Texas.

SECTION 3

SUBMITTAL REQUIREMENTS

3.1 General Instructions

- A. Respondents should carefully read the information contained herein, and submit a complete response to all requirements and questions as directed.
- B. Submittals and any other information submitted by Respondents in response to this RFQ shall become the property of the County.
- C. The County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications and other submittal information in response to this RFQ at their own risk and expense.
- D. Submittals which are qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind are subject to disqualification by the County, at its option.
- E. Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFQ and the potential RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs.
- F. The County makes no guarantee that an award will be made as a result of this RFQ or any subsequent RFP, and reserves the right to accept or reject any or all submittals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or resulting RFP or contract when deemed to be in the County's best interest. Representations made within the qualifications submittal and any subsequent proposal will be binding on responding firms. The County will not be bound to act by any previous communication or submittal submitted by the firms other than this RFQ.
- G. Firms wishing to submit a "No-Response" are requested to return the first page of the Execution of Offer (ref. Section 6). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column.
- H. Failure to comply with the requirements contained in this RFQ may result in a finding that the respondent is not qualified and is ineligible to submit a proposal in response to any subsequent RFP.
- I. Only individual firms or formal joint ventures may apply. Two firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude an applicant from having consultants.)
- J. When five related projects are requested, do not list more than five. When up to three project examples are requested, do not list more than three.
- K. 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 in Section 8 of this RFQ package. Respondents should complete this form and submit it as a part of their response to this RFQ.

3.2 Preparation and Submittal Instructions

- A. Respondents must complete, sign and return the attached Execution of Offer, Section 6, as part of their qualifications submittal response. Submittals must be signed by Respondent's company official(s) authorized to commit such submittals. Failure to sign and return these forms will subject your submittal to disqualification.

B. Responses to this RFQ should consist of answers to required questions in Section 7 Respondent Questionnaire. It is not necessary to repeat the question in your response; however, it is essential that you reference the question number with your response corresponding accordingly. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/A or N/R.

C. Page Size, Binders and Dividers

Submittals must be typed on letter-size (8-1/2" x 11") paper. The County requests that submittals be bound, but no 3-ring binders, please. Pre-printed material should be referenced in the submittal and included as labeled attachments. Sections should be divided by tabs for ease of reference. Number each side of each page consecutively, including letter of interest, brochures, licenses, resumes, supplemental information, etc. **Submittals should be limited to 100 pages.**

D. Table of Contents

Include with the submittal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the submittal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.

E. Pagination

All pages of the submittal should be numbered sequentially within each section in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.

F. Number of Copies

Submit a total of **seven (7)** complete sets of the entire response. An original signature should appear on the Execution of Offer (ref. Section 6) on at least **one (1)** copy submitted. The submittals should be marked "original" or "copy". **Also, submit one (1) CD of your firm's complete Qualifications submittal.**

G. Submission

1. Submit **one (1)** Original Signed Response with **six (6)** identical copies that include any supplemental printed material referenced with the RFQ. Responses to this RFQ must be received in the County Purchasing Office on or before the time and date specified, pursuant to the Notice to Respondents (ref. Subsection 2.2). Sealed RFQ responses may be hand-delivered or mailed to:

Williamson County Purchasing Department

Attn: Jonathan Harris
301 SE Inner Loop – Suite 106
Georgetown, TX 78626

NOTE: The Request for Qualifications name, number, and submittal date and time should appear in the lower left-hand corner of your sealed submittal envelope (box/container). If an overnight delivery service is used, the RFQ name, number, and submittal date and time should be clearly marked on the outside of the delivery envelope (box/container).

2. The materials submitted must be enclosed in a sealed envelope (box or container); the package must show clearly the submittal deadline; the RFQ number must be clearly visible; and name and the return address of the Respondent must be clearly visible.
3. Late submittals properly identified will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc. Late submittals will not be considered under any circumstances.

4. Telephone submittals are not acceptable when in response to the Request for Qualifications.
5. Facsimile ("FAX") submittals are not acceptable when in response to this Request for Qualifications.

3.3 Bonding

Attach a letter of intent from a surety company indicating the applicant's bond ability for this project. The surety shall acknowledge that the firm may be bonded for the project up to an amount of \$18,500,000.00. Bonding requirements are set forth in section 4.4E of this RFQ.

3.4 Pricing

Submittals **shall not include proposals for fees, pricing, or other compensation.** Such information will be solicited in Step 2 from firms that have made the short list of Respondents.

3.5 Submittal Checklist

Firms are instructed to complete, sign and return the following documents as a part of their submittal. Failure to return these documents may subject your submittal to disqualification.

Bonding letter (ref. Section 3.3)
Signed and Completed Execution of Offer (ref. Section 6)
Responses to Respondent's Questionnaire (ref. Section 7)
Williamson County Conflict of Interest Statement (ref. Section 3.1 (K) and Section 8)

SECTION 4

GENERAL TERMS AND CONDITIONS

4.1 Compliance with Law

Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws and regulations and executive orders as are applicable.

4.2 The County's Right to Audit

At any time during the term of any contract/agreement resulting from this solicitation and for a period of four (4) years thereafter the County or a duly authorized audit representative of the County, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under this Contract. In the event such an audit by the County reveals any errors/overpayments by the County, Contractor shall refund the County the full amount of such overpayments within thirty (30) days of such audit findings, or the County, at its option, reserves the right to deduct such amounts owing the County from any payments due Contractor.

4.3 Access to Documents

To the extent applicable to this procurement, in accordance with Public Law 99-499 under TEFRA, Respondent agrees to allow, during and for a period of not less than four (4) years after the contract term, access to the contract and its books, documents, and records; and contracts between Respondent and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

4.4 Insurance and Bonds

A. For any contract/agreement resulting from this procurement which requires the Respondent to provide on-site services, the Respondent shall, prior to commencement of work, provide the County with Certificates of Insurance in the below amounts and shall maintain such coverage in effect for the full duration of the contract/agreement, unless such contract/agreement specifies different coverages or amounts.

1.	Workers' Compensation:	Statutory
2.	Employer's Liability	\$ 500,000.00
3.	Comprehensive General Liability:	\$1,000,000.00 each occurrence \$1,000,000.00 in the aggregate
4.	Comprehensive Automobile Liability (Any auto, hired auto, non-owned auto)	
	a) Bodily Injury:	\$1,000,000.00 each person \$1,000,000.00 each occurrence
	b) Property Damage:	\$1,000,000.00 each occurrence
5.	Owner's and Contractor's Protective	\$1,000,000
6.	Builder's Risk:	full value of contract

B. Respondent shall deliver to the County:

1. Certificates evidencing the existence of all such insurance promptly after the execution and delivery hereof and prior to the continued or additional performance of any services to be performed by Respondent hereunder from or after the date of any agreement or purchase order; and
2. Replacement certificates not less than thirty (30) days prior to the expiration of any such insurance. If, however, Respondent fails to pay any of the renewal premiums for the expiring policies, the County shall have the right to make such payments and set-off the amount thereof against the next payment coming due to Respondent under any purchase order or agreement; and
3. Such Certificates shall name the County as an Additional Insured, with the exception of Workers' Compensation and Employer's Liability, and shall provide that the policies will not be canceled until after thirty (30) days' unconditional, unqualified written notice to the County, giving the County the right to pay the Premium to maintain coverage.

C. The insurance policies specified herein shall be kept in force for the periods specified below:

1. Commercial General Liability Insurance, Auto Liability, Builder's Risk, and Owner's and Respondent's Protective shall be kept in force until receipt of final payment by the Respondent ;
2. Workers' Compensation Insurance shall be kept in force until the Respondent's obligations have been fully performed and accepted by the County in writing.

D. Respondent shall provide the County a full and complete copy of any insurance policy promptly upon request by the County, and without charge to the County.

E. Bonding

1. Respondent shall provide evidence satisfactory to Owner of bonding capacity in the total estimated maximum amount of the construction management-at-risk contract along with Respondent's response to this Request for Qualifications.
2. Performance and Payment Bonds are to be executed within ten (10) days of execution of the Guaranteed Maximum Price (GMP). Chapter 262.032 of the Texas Local Government Code governs the requirements for performance bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. Chapter 2253.021 of the Texas Government Code governs the requirements for payment bonds for government entities making public work contracts. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code.

If the public works contract is less than \$50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the County.

3. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner, and on the Owner's form. If any bond is for more than 10 percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Respondent shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Owner.
4. Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

5. Each bond with a penal sum in excess of \$100,000 shall be executed by a corporate surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or obtain reinsurance from a reinsurer authorized as a reinsurer in Texas and which is listed on the then-current U.S. Treasury Department circular 570 and holds a certificate of authority from the U.S. Secretary of the Treasury as a surety or reinsurer.
6. Security Bond: The Construction Manager will be required upon execution of the CM Agreement, to execute a Security Bond in the amount of 5% of the Construction Cost Limitation.

4.5 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by Respondent for the performance of services associated with and pertinent to the resultant Contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of Williamson County or the State.

4.6 Non-Disclosure

Respondent and the County acknowledge that they or their employees may, in the performance of the resultant contract/agreement, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Respondent or the County, unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

4.7 Publicity

Respondent agrees that it shall not publicize this potential contract/agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the County's employees or use the County's name in connection with any sales promotion or publicity event without the prior express written approval of the County.

4.8 Assignment

The potential agreement with Respondent resulting from this RFQ is a personal service contract for the services of Respondent, and Respondent's interest in such agreement, duties thereunder and/or fees due thereunder may not be assigned or delegated to a third party. The benefits and burdens of such agreement are, however, assignable by the County.

4.9 Assignment of Overcharge Claims

Respondent hereby assigns to the County any and all claims for overcharges associated with the contract/agreement arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq. (1973), or arising under the antitrust laws of the State of Texas, Texas Business and Commerce Code Annotated, Sec. 15.01, et seq. (1967).

4.10 Patent and Copyright

Respondent shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by any resulting contract/agreement.

4.11 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 statutes, court decisions, and opinions of the Texas Attorney General regarding the disclosure of RFQ/RFP information.

4.12 Freedom of Access and Use of Facilities

Respondent's employees shall have reasonable and free access to use only those facilities of the County that are necessary to perform services under a resulting Contract and shall have no right of access to any other facilities of the County.

4.13 Observance of the County Rules and Regulations

Respondent agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, and parking and security regulations.

4.14 Section Headings

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this RFQ.

4.15 Venue and Governing Law

By responding to this RFQ, Respondent agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFQ and/or resulting contract/agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the Respondent hereto expressly consents and submits to such jurisdiction. Furthermore, except to the extent that the RFQ and any resulting contract/agreement is governed by the laws of the United States, this resulting contract/agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules

4.16 Termination for Convenience

The County may terminate any resulting contract/agreement for convenience and without cause or further liability upon thirty (30) days written notice to the selected Respondent. In the event of such termination, it is understood and agreed that only the amounts due to selected Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Agreement for convenience.

4.17 Non-Appropriation and Fiscal Funding

The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

4.18 Payment, 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 selected Respondent of the discrepancy. Following County's notification of any discrepancy as to an invoice, the selected Respondent 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.

4.19 No Waiver of Immunities

Nothing in this RFQ or any resulting 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, 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.

4.20 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFQ or any resulting agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

SECTION 5

SPECIFICATIONS

5.1 General

The County requests submittals from qualified and experienced firms for the ESOC meeting the following minimum specifications stated in this Section.

5.2 Specifications/Scope of Work/Description of Project

The Williamson County Emergency Services Operations Center will house the 9-1-1 Emergency Communications Department and the Office of Emergency Management with adjoining Emergency Operations.

The project size is targeted to be between 27,000 and 33,000 GSF depending on budget cost and will minimally include; dispatch area, 911/311 call center areas, emergency operations center floor, multiple conference/break-out rooms, office spaces, radio/recording/CAD/911 and 311 technology equipment rooms, storage for inventory, supplies and records, locker rooms, bathroom/shower facilities, kitchen, lunch/break rooms, training areas, multi-purpose classroom/conference rooms.

The site is approximately 10 acres of a 152 acre site located to the west of southeastern Blvd and north of SE Inner Loop Blvd in Georgetown, Texas.

The total project cost is expected to be \$18,500,000.00. The estimated hard cost is \$13.65M.

Future expansion capability of the facility is included in the design.

5.3 Delivery

- A. Schedule:
- | | |
|--|-----------------------------|
| Mandatory Pre-Qualification conference | January 27, 2011 |
| Receive RFQ submittals | February 17, 2011 |
| Evaluation of RFQ submittals (<i>shortlist determined</i>) | February 18 - March 4, 2011 |
| Presentation/Interviews | March 28 – April 1, 2011 |
| Commissioners Court Approval | April 26, 2011 |
- B. Time will be of the essence in the performance of Respondent's duties. Failure of the Respondent to notify the County sufficiently in advance of inability to complete within the delivery schedule, shall grant the County the option of canceling the order, purchasing from the best available source, and charging the Respondent the difference between the Contract price and actual purchase, if any, plus cost of handling. Notwithstanding the foregoing, the County shall have no obligation to accept late performance or to waive timely performance by Respondent.

5.4 Miscellaneous Provisions

A. Personnel

Respondent shall maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Contract.

1. Respondent shall assign to the County a designated representative who will be responsible for the coordination and administration of the County's requirements.
2. The County will insist that the superintendent be on the job full time (all day / all working days) from the start of construction through substantial completion. After substantial completion, on-site respondent supervision will be required at any time work is under way at the site.

B. Project Execution

1. The County shall provide or contract for, independently of the construction manager-at-risk, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the facility by the County.

**SECTION 6
EXECUTION OF OFFER
RFQ NUMBER: 11WCRFQ1004**

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS AT THE COUNTY. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE COUNTY'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

1. By signature hereon, Respondent acknowledges and agrees that (1) this RFQ is a solicitation for qualifications and is *not* a contract or an offer to contract; (2) the submission of qualifications by Respondent in response to this RFQ will *not* create a contract between the County and Respondent; (3) the County has made no representation or warranty, written or oral, that one or more contracts with the County will be awarded under this RFQ; and (4) Proposer shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ.
2. By signature hereon, Respondent offers and agrees to furnish to the County the products and/or services more particularly described in its qualifications, at the prices quoted (if quoted) in the qualifications, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.
3. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted qualifications.
4. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
5. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
6. By signature hereon, Respondent represents and warrants that:
 - a. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;
 - b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
 - c. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
 - d. Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
 - e. Respondent, if selected by the County, will maintain insurance as required by the Contract;

- f. All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Respondent acknowledges that the County will rely on such statements, information and representations in selecting the Successful Respondent. If selected by the County as the Successful Respondent, Respondent will notify the County immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
7. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements which may result from the submission of Respondent's qualifications.
8. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.
9. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of the County of Texas component, or Respondent has not been an employee of the County of Texas component within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the County entering into any contract with Respondent.
10. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (ref. Section 2155.004 *Texas Government Code*).
11. Respondent represents and warrants that all articles and services quoted in response to this RFQ meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
12. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
13. **BY SIGNATURE HEREON, RESPONDENT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS WILLIAMSON COUNTY AND THE STATE OF TEXAS, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF RESPONDENT IN THE EXECUTION OR PERFORMANCE OF ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS.**
14. By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements which may result from the submission of Respondent's qualifications will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to Williamson County and/or the State of Texas.
15. By signature hereon, Respondent understands and acknowledges that should there be any conflict between the terms of this RFQ and the terms of the Contract Documents, which includes all documents cited under Article 2.1 of the attached Agreement Between Owner and Construction Manager-at-Risk, the terms and conditions of the Contract Documents shall control.

Please complete the following:

Respondent's VIN No: _____

Respondent's FEI No: _____

If Sole Owner:

Respondent's SS No: _____

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Please identify each person who owns at least 25% of Respondent's business entity by name and social security number:

Name

Social Security Number

Name

Social Security Number

Name

Social Security Number

Name

Social Security Number

Submitted and Certified By:

(Respondent's Name)

(Authorized Signature)

(Date)

(Printed Name/Title)

(Telephone Number)

(Street Address)

(Facsimile Number)

(City, State, Zip Code)

SECTION 7

RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to your submittal package. Please reference each response by its item number indicated below.

- ***CRITERION 1: The Respondent's capability to perform the construction management services for the project, including Respondent's demonstrated capability and financial resources to perform the work in the time projected: (5 points)***

1. Legal name of the company: _____
Address of office which would be providing service: _____

Number of years in Business: _____ (under current name)
(List previous business names and years experience on attachment, if applicable)
Type of Operation:
Individual: _____ Partnership: _____ Corporation: _____ Government: _____
Number of Employees: _____
Annual Sales Volume: _____
2. State that you will provide a copy of your company's financial statements for the past two (2) years, if requested by the County.
3. Provide a Financial rating of your company and any documentation, including a Dunn and Bradstreet analysis, which indicates the financial stability of your company.
4. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
5. Provide any details of all past or pending litigation or claims filed against your company that might affect your company's performance under a Contract with the County.
6. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
7. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between your company and any County employee? If yes, please explain.
8. Has your company ever failed to complete any work awarded to you and if so, when, where and why?
9. Has your company ever been denied a contract award on work for which you submitted the low bid in a competitive bid project or has your company been refused prequalification? If yes, please elaborate the project and circumstances.

- ***CRITERION 2: The qualifications and experience of the team members proposed to manage the project for Respondent, especially highlighting experience with construction manager-at-risk projects and emergency operations centers: (15 points)***

10. Describe organization with clear lines of authority and communications and provide an organization chart depicting roles and responsibilities.
11. List total number of firm's personnel, for the applicant office location, by skill group (e.g. project managers, estimators, project engineers, superintendents, etc.).
12. Name all key personnel who will be part of the construction management team for this project and provide their cities of residence. Provide summary resumes for proposed project team members, including their specific experiences with similar projects, and number of years with your company. Describe in detail the experience and

expertise of each team member. **(Note: Key personnel must be committed to this project for its duration unless excused by the Owner.)**

13. For each project listed below in response to this Section 8, list the members of the proposed team for this project who worked on each listed project and describe their roles in those projects.
- ***CRITERION 3: The Respondent's demonstrated technical and management competence as a construction manager-at-risk on emergency operations centers with significant technical requirements. If no experience exists on emergency operations centers, then comparable projects of similar size and complexity: (25 points)***
14. Describe your firm's demonstrated technical competence and management qualifications with emergency operations centers and CM at risk projects for governmental and institutional clients.
15. Describe your firm's management methodologies for CM at risk project delivery system.
16. For three of the projects listed in #17 below describe conflicts or potential conflicts with the Owner or with trade contractors, and describe the methods used to prevent and/or resolve those conflicts.
- ***CRITERION 4: The Respondent's demonstrated experience with construction manager-at-risk in Texas: (10 points)***
17. List a maximum of five projects for which your firm has provided/is providing construction management at risk services which are most similar to this project. In determining which projects are most similar, consider: type (emergency operations center), related size and complexity; how many members of the proposed team worked on the listed project; and, how recently the project was completed. List the projects in priority order, with the most related project listed first.
18. Attach photographic documentation of projects listed in #17 above that illustrates work completed by your company that is most comparable in style, technique, and workmanship to this project.
19. For each of the listed projects, provide the following information: construction cost (original GMP and final construction cost), current phase of development, estimated (or past) completion date, approximate percentage of total cost of work that was self performed by your firm, Owner's contact person and telephone number, and the name and telephone number of the project architect.
- ***CRITERION 5: The Respondent's past performance on construction projects including its record in achieving exceptional quality and delivering the project on schedule and under budget as well as the quality of references from past customers of respondent: (10 points)***
20. List a minimum of three projects completed recently by your company where you feel you delivered exceptional quality on schedule and under budget and provide names and telephone numbers of the project Owners and Architects for each of the projects. Also additional references may be contacted.
- ***CRITERION 6: The Respondent's ability to utilize its knowledge of current construction methodologies and technology, including Building Information Modeling (BIM), to achieve a project of enhanced value: (7.5 points)***
21. Describe your cost control methods for the preconstruction and construction phases. How do you develop cost estimates and how often are they updated? For three of the projects listed in response to this Section 8, provide examples of how these techniques were used and what degree of accuracy was achieved. Include examples of a successful constructability program used to maintain project budgets without sacrificing quality.
22. Describe your firm's demonstrated technical competence in utilizing BIM for testing and coordination prior to construction, quantity takeoffs and cost estimating, and clash detection during construction.
- ***CRITERION 7: The Respondent's safety record supported by accurate and verifiable data: (7.5 points)***
23. Provide your company's safety Experience Modifier Rate (EMR), Recordable Incident Rate (RIR) and your Loss Indicator Rate (LIR).

24. Has your company, or any subcontractors under your control on a project, had a death on a project site? If yes, provide additional information.
- ***CRITERION 8: The Respondent's subcontractors including its relationship with them, the quality of the subcontractor's work and the manner in which they have executed the work and dealt with problems: (10 points)***
25. Provide lists of high quality subcontractors in trades relevant to this type project with which your company has strong established working relationships.
26. Describe knowledge of Central Texas subcontractors and use of such for projects in area.
27. Describe any of the work that your company is capable of self-performing and that you may propose to self-perform.
- ***CRITERION 9: The Respondent's record in dealing with post-construction issues and warranty matters: (10 points)***
28. Describe methods strategies and practices utilized by your company in dealing with post-construction issues and warranty matters. Describe at least two of you most successful accomplishments in this area.

SECTION 8



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:

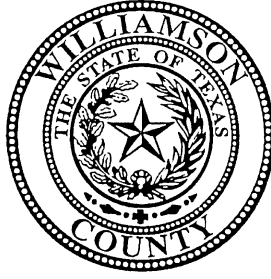
Date:

Signature of person submitting form:

Notarized:

Sworn and subscribed before me by: _____

on _____
(date)



**AGREEMENT
BETWEEN OWNER
AND
CONSTRUCTION MANAGER-AT-RISK**

This Agreement is made as of _____, 20____ (the "Effective Date"), by and between

The **Owner**:

Williamson County, Texas
710 Main Street, Suite 101
Georgetown, Texas 78626

and **Construction Manager**:

_____, _____

for the **Project**:

Project Architect:

_____, _____

**Owner's Designated
Representative or
Project Manager**:

_____, _____

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	List of Exhibits
Ex. A	Uniform General Conditions For Construction Manager- At-Risk Contracts For Williamson County
Ex. B	Allowable General Conditions Line Items
Ex. C	Guaranteed Maximum Price Proposal Form
Ex. D	Security Bond
Ex. E	CM's Personnel & Monthly Salary Rate
Ex. F	Constructability Implementation Program
Ex. G	Special Provisions Concerning Aspects of the Work

The Owner and the Construction Manager agree as follows:

AGREEMENT, this Construction Management-at-Risk Agreement (hereinafter called "Agreement") is entered into effective as of the date indicated on the preceding cover page (the "Effective Date"), by and between Williamson County, a political subdivision of the State of Texas (hereinafter called the "Owner") and [REDACTED], a [REDACTED] (hereinafter called "Construction Manager").

WHEREAS, the Owner desires to retain a Construction Manager for the [REDACTED] (hereinafter called the "Project"),

WHEREAS, the Owner desires a Construction Manager who will render, diligently and competently in accordance with the highest standards used in the profession, all Construction Manager services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ARTICLE 1 SCOPE OF WORK

The Construction Manager has overall responsibility for and shall provide complete Pre-Construction Phase and Construction Phase Services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Owner's requirements and the terms of the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The Contract Documents consist of:

- a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
- b. The Uniform General Conditions for Construction Manager-at-Risk Contracts for Williamson County (the "Uniform General Conditions") as attached hereto as Exhibit A; provided, however, this Agreement shall control in the event of a conflict with those Uniform General Conditions. Any reference herein to the Uniform General Conditions shall mean and include all Supplementary General Conditions that may be added by Owner;
- c. All Addenda issued prior to the Effective Date of this Agreement;
- d. The Guaranteed Maximum Price Proposal when accepted by the Owner and executed by the parties;
- e. All Change Orders issued after the Effective Date of this Agreement;
- f. The Drawings, Specifications, details and other documents developed by Project Architect to describe the Project and accepted by Owner; and
- g. The Drawings and Specifications developed or prepared by Owner's other consultants, if any, and accepted by the Owner.

2.2 The Contract Documents form the entire and integrated Agreement between Owner and Construction Manager and supersede all prior negotiations, representations or agreements, written or oral.

2.3 The term "Construction Manager" shall be interchangeable with the terms "Construction Management-at-Risk", "Contractor" and "General Contractor" or other similar terms as appropriate in the Contract Documents.

ARTICLE 3 DEFINITIONS

The terms, words and phrases used in the Contract Documents shall have meanings as follows.

3.1 "Construction Cost Limitation" (CCL) means the maximum monetary amount payable to the Construction Manager for all Construction Phase services, materials, labor and other work required for completion of the Work in accordance with the Contract Documents. The CCL includes, without limitation, the General Conditions Costs, the Cost of the Work, the Construction Phase Fee and the Construction Manager's Contingency. The CCL may be adjusted by the parties for changes in the scope of the Project before or after acceptance of the Guaranteed Maximum Price Proposal. The CCL does not include the Construction Manager's Pre-Construction Phase Fee, or Owner's Construction Contingency or Owner's Special Cash Allowance.

3.2 "Construction Documents" means, collectively, the Drawings, Specifications, details, accepted and approved Change Orders and other documents prepared by the Project Architect, its consultants and by the Owner's other consultants that describe the scope and quality of the Project and the materials, supplies, equipment, systems and other elements that are required for construction of the Project that are accepted by the Owner.

3.3 "Construction Phase Services" means the coordination, implementation and execution of the construction work required by the Contract Documents. The construction of the Project may be divided into different stages, each with different dates for implementation and completion. (referred to as a "Stage").

3.4 "Contract Sum" means the total amount of all compensation payable to the Construction Manager for the Project and shall not exceed the sum total amount of the Pre-Construction Phase Fee plus the Guaranteed Maximum Price Proposal accepted by the parties, subject to adjustment as approved by Owner for Additional Services or Change Orders. Any costs that exceed the Contract Sum shall be borne solely by Construction Manager without reimbursement by Owner.

3.5 "Direct Construction Cost" means the sum of the amounts that the Construction Manager actually and necessarily incurs for General Conditions Costs, Cost of the Work and Construction Manager's Contingency during the Construction Phase as allowed by this Agreement. Direct Construction Cost does not include Pre-Construction Phase Fees or Construction Phase Fees.

3.6 "Estimated Construction Cost" (ECC) means the amount calculated by the Construction Manager for the total cost of all elements of the Work based on the Contract Documents available at the time(s) that the ECC is prepared. The ECC shall be based on

current market rates with reasonable allowance for overhead, profit and price escalation and shall include and consider, without limitation, all alternates, allowances and contingencies, designed and specified by the Project Architect and the cost of labor and materials necessary for installation of Owner furnished equipment. The ECC shall not include Construction Manager's Pre-Construction Phase Fee, Project Architect Fees, cost of the land, rights-of-way, or any other costs that are the direct responsibility of the Owner.

3.7 **"Final Completion"** means the stage in the progress of the Work when, in the Owner's opinion, the entire Work has been completed, the Construction Manager's obligations under the Contract Documents have been fulfilled, and the Owner is processing or has made final payment to the Construction Manager, as evidenced by a Certificate of Acceptance approved by the Owner. The Final Completion Date is a crucial element of the Project. Therefore, Substantial Completion Date is not subject to change unless due to "force majeure" as defined herein and in any associated Contract Documents or unless agreed to in advance in writing by the parties.

3.8 **"Guaranteed Maximum Price"** or "GMP" means the amount proposed by the Construction Manager and accepted by the Owner as the maximum cost to the Owner for construction of the Work in accordance with the Contract Documents. The GMP includes Construction Manager's Construction Phase Fee, the General Conditions Costs, the Cost of the Work, Construction Manager's Construction Contingency amount, and the Owner's Construction Contingency amount and Owner's Special Cash Allowance.

3.9 **"General Conditions Cost"** means costs incurred and minor work performed by the Construction Manager without the need for competitive bids/proposals. The allowable General Conditions items are further described and limited by attached Exhibit B.

3.10 **"Monthly Salary Rate"** means the amount agreed to by the Owner that can be used on Applications for Payment throughout the Construction Phase to account for the services of Construction Manager's salaried personnel assigned to the Project. A Monthly Salary Rate must be established for each salaried person and must be approved in writing by the Owner in advance of any Application for Payment for that person. The Monthly Salary Rate is for convenience only and any payments made for Construction Manager's personnel are subject to audit to determine the actual cost of the wages and allowable employer contributions incurred by the Construction Manager for services performed for the Project.

3.11 **"Notice to Proceed with Construction"** refers to the written document issued by the Owner following acceptance of the GMP which indicates the date on which construction phase services are to begin.

3.12 **"Owner"** means Williamson County and includes its contracted Project Manager, if any, and Owner's Designated Representative which has been designated to act on behalf of Williamson County to the extent allowed by Texas Law.

3.13 **"Owner's Specifications"** means the construction and contract administration requirements and standards as interpreted by Owner.

3.14 **"Pre-Construction Phase Services"** means the participation, documentation and execution of the Construction Manager's Pre-Construction Phase deliverables as required by the Contract Documents.

3.15 “Preliminary Project Cost” (PPC) means the total estimated cost of the entire Project, including design, construction, and other associated costs and services that is established by the Owner prior to the commencement of design.

3.16 “Project Architect” means the professional architect employed by the Owner as architect of record for the Project along with its consultants.

3.17 “Project Construction Budget” (PCB) means the budget established for the site preparation and construction of all the Project Improvements and facilities relating to and being a part of the Project, which includes the Construction Cost Limitation and other costs specified by Owner.

3.18 “Project Improvements” means all Project facilities requiring construction, including all preparatory matters prior to construction, such as site preparation.

3.19 “Project Team” means the Owner, Construction Manager, Project Architect and its consultants, any separate contractors employed by Owner, and other consultants employed for the purpose of programming, design, and construction of the Project. The members of the Project Team will be designated by Owner and may be modified from time to time by Owner.

3.20 “Standards and Standard Specifications” means the construction and design requirements and the highest standards of Construction Manager’s profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction

3.21 “Subcontractor” means a person or entity that has an agreement with the Construction Manager to perform any portion of the Work. The term Subcontractor does not include the Project Architect or any person or entity hired directly by the Owner.

3.22 “Substantial Completion” means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner’s opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner.

3.23 “Total Project Cost” (TPC) means the total budget established for the Project by Williamson County at the end of the design development phase (subject to subsequent modification by Owner). The TPC includes, but is not limited to, Construction Manager’s Pre-Construction Fee, Guaranteed Maximum Price Proposal(s), Project Architect and other professional service fees, and other miscellaneous Project costs.

3.24 “Work” means provision of all services, labor, materials, supplies, and equipment which are required or reasonably inferable to complete the Project in strict accordance with the requirements of the Contract Documents (as such may be modified or amended). The term “reasonably inferable” takes into consideration the understanding of the parties that some details necessary for completion of the Work may not be shown on the Drawings or included in the Specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or otherwise necessary for

complete installation and operation of the Work. The Construction Manager shall not be entitled to an increase in the Guaranteed Maximum Price due to the absence of any detail or specification the Construction Manager may require or for any construction which may be found necessary as the Work progresses in order to complete the construction of the Project. If an item or system is either shown or specified, all material and equipment required for the proper installation of such item or system and needed to make a complete operating installation shall be provided whether or not detailed or specified, omitting only such parts as are specifically excepted by the Owner. Notwithstanding the above, the Construction Manager shall not be responsible for design, except incidental designing/detailing as required by the Specifications for shop drawing purposes.

3.25 "Worker Wage Rate" means the actual hourly wage of non-salaried persons performing work on the Project plus allowable employer contributions as established on the Worker Wage Rate Form required by the Construction Documents. The Worker Wage Rate for individual persons must be reasonable and customary for their industry and must be approved in writing by the Owner in advance of any Application for Payment for that person. Any payments made for Construction Manager's personnel are subject to audit to determine the actual cost of the wages and allowable employer contributions incurred by the Construction Manager for services performed for the Project.

ARTICLE 4 SUBSTANTIAL COMPLETION

4.1 Substantial Completion. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Construction Manager considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Construction Manager shall notify Owner's Designated Representative and request a determination as to whether the Work or designated portion thereof is substantially complete. If Owner's Designated Representative does not consider the Work substantially complete, Owner's Designated Representative will notify the Construction Manager giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Construction Manager to complete all Work in accordance with the Contract Documents. After satisfactorily completing items identified by Owner's Designated Representative, the Construction Manager shall then submit another request for Owner's Designated Representative to determine substantial completion. If Owner's Designated Representative considers the Work substantially complete, Owner's Designated Representative will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final payment, shall establish the time within which the Construction Manager shall finish the punch list, and shall establish responsibilities of the Owner and the Construction Manager for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Construction Manager to complete all Work in accordance with the Contract Documents. The certificate of Substantial Completion shall be signed by the Owner and the Construction Manager to evidence acceptance of the responsibilities assigned to them in such certificate.

4.2 Owner intends to achieve Substantial Completion (as defined in this Agreement) for all stages of construction on or before completion date set forth in a Guaranteed Maximum Price

Proposal executed by the Parties. Under no circumstances will the completion date exceed _____, 20____ without a written amendment to this Agreement.

ARTICLE 5 CONSTRUCTION MANAGER'S GENERAL RESPONSIBILITIES

5.1 Construction Manager shall perform all services specifically allocated to it by the Contract Documents, as well as those services reasonably inferable from the Construction Documents as necessary for completion of the Work and the Project. Construction manager shall render, diligently and competently in accordance with the highest standards used in the profession, all Construction Manager services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. The enumeration of specific duties and obligations performed by the Construction Manager hereunder shall not be construed to limit the general undertakings of the Construction Manager. The obligations of the Construction Manager hereunder run to and are for the benefit of only the Owner.

5.2 Notwithstanding anything to the contrary contained in this Agreement, Owner and Construction Manager agree and acknowledge that Owner is entering into this Agreement in reliance on Construction Manager's represented expertise and ability to provide construction management services. Construction Manager agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

5.3 Construction Manager represents and agrees that all persons connected with the Construction Manager directly in charge of its services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction over the Project if registration is required.

5.4 Construction Manager's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner, nor shall the Construction Manager be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Construction Manager's skill and knowledge in performing the services required hereunder.

5.5 Construction Manager shall cooperate with the Project Architect and endeavor to further the interests of the Owner and the Project. Construction Manager shall furnish Pre-Construction Phase Services and Construction Phase Services and complete the Project in an expeditious and economical manner consistent with the interests of the Owner and in accordance with the Project Schedule.

5.6 Construction Manager shall designate a representative authorized to act on the Construction Manager's behalf with respect to the Project. Construction manager warrants, represents, covenants, and agrees to furnish efficient business administration and superintendence and perform its services hereunder or pursuant to this Agreement in the best way and in the most expeditious and economical manner consistent with the interest of Owner. The Construction Manager agrees to provide an on-site, full-time superintendent for the duration of the Project.

5.7 Construction Manager shall establish procedures for website communication and coordination among the Project Team, Subcontractors, separate contractors, and others with respect to all aspects of the construction of the Project, and implement such procedures.

5.8 Intentionally Omitted.

5.9 Construction Manager shall identify to the Owner the employees and other personnel that it will assign to the Project and provide the Monthly Salary Rate for each of them. Construction Manager shall also identify any consultants that will be performing services for the Project. After execution of this Agreement by the Owner, Construction Manager shall not remove or replace the persons or entities assigned to the Project except with the Owner's written consent, which consent shall not be unreasonably withheld. Construction Manager shall not assign to the Project or contract with any person or entity to which Owner has a reasonable objection. Construction Manager shall promptly update the list of persons and consultants if they change during the course of the Project. Construction Manager shall provide copies of all contracts and/or agreements executed between Construction Manager and its subcontractors to the Owner, Project Architect, as directed by the requesting party.

ARTICLE 6 PRE-CONSTRUCTION PHASE SERVICES

The Pre-Construction Phase shall be deemed to commence upon the date specified in a Notice to Proceed with Pre-Construction Phase Services issued by Owner and shall continue through completion of the Construction Documents and procurement of all major Subcontractor agreements. Construction Manager is not entitled to reimbursement for any costs incurred for Pre-Construction Phase Services performed before issuance of the Notice to Proceed with Pre-Construction Phase Services. Pre-Construction Phase Services may overlap Construction Phase Services. The Construction Manager warrants, represents, covenants, and agrees that it shall, at its own cost, make good any defects in the Preconstruction Phase Services as soon as the Construction Manager becomes aware of such defects or is notified of such defects. Should the Construction Manager refuse or neglect to make good such defects within a reasonable time after receiving notice requesting such remedial work, then the Owner shall be entitled to make good such defective services at the expense of the Construction Manager. This commitment by Construction Manager is in addition to, and not in substitution for, any other remedy for defective services which the Owner may have at law or in equity. The Construction Manager shall perform the following Pre-Construction Phase Services:

6.1 General Coordination

6.1.1 The Construction Manager's Pre-construction Phase Services team shall attend Project Team meetings with the Owner, the Owner's representatives, and the Project Architect at regularly scheduled intervals throughout the Pre-Construction Phase. Frequent Project Team meetings are anticipated prior to the Owner's acceptance of the GMP and during completion of the Construction Documents.

6.1.2 Construction Manager shall provide a preliminary evaluation of the Owner's Design Criteria and the Construction Cost Limitation, each in terms of the other.

6.1.3 Construction Manager shall review and understand the standards and requirements in Owner's Specifications and perform all services in accordance with those standards and requirements.

6.1.4 Construction Manager shall visit the site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required.

6.1.5 Construction Manager shall participate as a member of the Project Team in the development of the Project Facility Program if such program has not been developed prior to the Effective Date of this Agreement.

6.1.6 Construction Manager shall provide recommendations and information to the Project Team on: site usage and site improvements; building systems, equipment and construction feasibility; selection and availability of materials and labor; time requirements for installation and construction; assignment of responsibilities for safety precautions and programs; temporary Project facilities; equipment, materials and services for common use of the Construction Manager and Owner's separate contractors, if any; cost factors, including costs of alternative materials or designs, preliminary budgets, and possible cost savings; recognizing and tracking the resolution of conflicts in the proposed Drawings and Specifications; methods of delivery of materials, systems, and equipment; and any other matters necessary to accomplish the Project in accordance with the Project Schedule (as defined below) and the CCL.

6.1.7 Construction Manager shall assist the Owner in selecting and directing the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants hired by the Owner to develop additional information for the design or construction of the Project.

6.1.8 Construction Manager shall, at Owner's request, attend public meetings and hearings concerning the development and schedule of the Project.

6.2 Constructability Program

6.2.1 Construction Manager shall implement and conduct a constructability program with targeted construction cost savings of **five percent (5%)** to identify and document Project cost and schedule savings opportunities. The constructability program shall follow accepted industry practices and be in accordance with the requirements of the attached Exhibit F. Whenever the term "value engineering" is used in conjunction with this Agreement or the Project, it has its commonly accepted meaning within the construction industry and does not imply the practice of professional engineering without a license. If any value engineering activities constitute the professional practice of engineering, then such activities shall be performed by an engineer licensed in Texas.

6.2.2 Construction Manager shall prepare a "Constructability Report" that identifies items that, in the Construction Manager's opinion, may either positively or negatively impact construction of the Project. The Constructability Report shall address the overall coordination of Project Drawings, Specifications, and details and identify discrepancies that may generate Change Orders or claims once Project construction commences. The Constructability Report shall be updated at least monthly during the Pre-Construction Phase.

6.2.3 Construction Manager shall provide and implement a system for tracking questions, resolutions, decisions, directions and other information matters that arise during the development of the Drawings and Specifications for the Project. The decision tracking system shall be in a format approved by the Owner and updated at least monthly during the Pre-Construction Phase and as necessary into the construction phase.

6.2.4 Construction Manager shall provide and maintain a log of savings that have been identified and achieved through review of design documents, value engineering and constructability, or savings derived from any other means.

6.3 Scheduling

6.3.1 Develop a critical path method schedule ("CPM Schedule") for Project Team review and the Owner's approval, that coordinates and integrates activities on the Project, including the Construction Manager's services, the Project Architect's design services, the work of other consultants and suppliers, and the Owner's activities with the anticipated construction schedules for other contractors. The CPM Schedule must identify all major milestones through Project Final Completion. The CPM Schedule shall be created and maintained in accordance with the Owner's Specifications using the Owner specified format and software.

6.3.2 The Construction Manager shall update the CPM Schedule throughout the Pre-Construction and Construction Phases as described in the Owner's Specifications.

6.3.3 The CPM Schedule shall include other detailed schedule activities as directed by the Owner including, but not limited to, Owner-managed work under separate contracts such as equipment, furniture and furnishings, telephones, project security, property protection, life-safety systems, and computer technology systems.

6.4 Budget and Cost Consultation

6.4.1 The Construction Manager is responsible for preparing and updating all procurement and construction cost estimates and distributing them to the Project Team throughout the duration of the Project.

6.4.2 The Construction Manager shall provide Estimated Construction Cost (ECC) reports at the required stages of completion of the Design and Construction Documents Phases of the Project as required in Article 26.3. The Estimated Construction Cost reports shall be detailed estimates derived from cost quantity surveys based on unit prices for labor, materials, overhead and profit, organized in Construction Specifications Institute Division 1-16 format for each portion of the Work.

6.4.3 The Construction Manager shall provide continuous cost consultation services coordinated with the constructability program throughout the duration of the Project, including identification and tracking of decisions that affect the scope or quality of the Project and providing ongoing updates of their cost and budget impact. Construction Manager shall advise the Project Team immediately if the Construction Manager has reason to believe that the most current ECC will exceed the Construction Cost Limitation

(CCL) or not meet Schedule requirements and recommend reasonable strategies for bringing the Project in line with the CCL and the Schedule.

6.4.4 The Construction Manager shall promptly identify all variances between estimated costs and actual costs during the Construction Phase, and shall promptly report such variances to the Project Team along with recommendations for action, but in any event no more than two (2) business days after acquiring such information.

6.4.5 Following Owner's approval of the ECC provided at the completion of the construction documents phase of design, Construction Manager shall not be entitled to any adjustment in the approved CCL except for changes in Project scope or quality which materially increase or decrease the cost to construct the Project that are ordered by Owner in writing in accordance with the Uniform General Conditions.

6.5 Coordination of Design and Construction Contract Documents

6.5.1 Construction Manager shall review all Drawings, Specifications, and other Construction Documents as they are developed by the Project Architect during the Design and Construction Phases of the Project.

6.5.2 Construction Manager shall consult with Owner and Project Architect on the selection of materials, equipment, component systems, and types of construction used on the Project. Construction Manager shall advise Owner on site use, construction feasibility, availability of labor and materials, procurement time requirements, and construction coordination.

6.5.3 Construction Manager shall advise Owner of any error, inconsistency or omission discovered in the Drawings, Specifications, and other Construction Documents.

6.5.4 Construction Manager shall advise Owner on reasonable adjustments in the Project scope, quality or other options for keeping the Project cost within the CCL.

6.5.5 Construction Manager shall review the Construction Documents for compliance with all applicable laws and code requirements and with Williamson County requirements.

6.6 Construction Planning

6.6.1 Construction Manager shall identify equipment or material requiring extended delivery times ("long lead items") and advise Owner on expedited procurement of those items. Advise Owner and Project Architect on the preparation of performance specifications and requests for technical proposals for the procurement and installation of systems and components and for the procurement of long lead items. If requested by Owner, and subject to Owner's prior approval, issue requests for technical proposals to qualified sources and receive proposals and assist in their evaluation.

6.6.2 Construction Manager shall make recommendations to the Project Team regarding organization of the Construction Documents to facilitate the procurement of construction subcontracts in a manner that promotes the interests of the Project and the Owner. These recommendations may include, but are not limited to, phased or staged construction or multiple separate contracts. The recommendations shall take into

consideration such factors as time of performance, type and scope of work, availability of labor and materials, overlapping trade jurisdictions, provisions for temporary facilities, comparisons of factory and on-site production costs, shipping costs, code restrictions, and other constraints.

6.6.3 Construction Manager shall review the Construction Documents with the Project Team to eliminate areas of conflict, overlap and gaps in the work to be performed by the various Subcontractors or Owner's separate contractors.

6.6.4 Construction Manager shall assist the Owner, the Project Architect, Owner's other consultants, and the Owner's separate contractors in obtaining all applicable risk management, code, and regulatory agency reviews and approvals for the Project including, without limitation, the Texas Department of Licensing and Regulation, the State Fire Marshal, the local fire department, applicable code authority and the Owner's insurance provider.

6.6.5 Construction Manager shall advise Owner of any tests to be performed, and assist Owner in selecting testing laboratories and consultants, without assuming direct responsibility for the work of such laboratories and consultants.

6.6.6 Construction Manager shall review the Construction Documents to ensure that they contain adequate provision for all temporary facilities necessary for performance of the Work, and provisions for all of the job site facilities necessary to manage, inspect, and supervise construction of the Work.

6.6.7 Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the appropriate categories of labor required for critical phases or Stages. Make recommendations that minimize adverse effects of labor shortages.

6.6.8 Furniture, Fixtures and Equipment. Construction Manager shall consult with and make recommendations to the Owner on the acquisition schedule for fixtures, furniture and equipment, and coordinate the Owner's purchase and installation of such items with the Owner as may be required to meet the Schedule.

6.7 Obtaining Bids/Proposals for the Work

6.7.1 Construction Manager shall obtain competitive bids/proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in General Conditions. Criteria for determining the proposal that provides the best value to the Owner shall be established by the Project Team and approved in writing by the Owner.

6.7.2 All subcontracts shall be awarded in accordance with the applicable provisions of the Texas Local Government Code.

6.7.3 Construction Manager and Owner shall review all trade contractor or Subcontractor bids/proposals and, based on the approved selection criteria, Construction Manager shall recommend to the Owner the bid/proposal that provides the best value for the Project. Upon Owner's concurrence in the recommendation,

Construction Manager may negotiate the terms of the subcontract with the apparent best value bidder/proposer.

6.7.4 Construction Manager may seek to self-perform portions of the Work only with prior approval by the Owner. In such case, the Construction Manager must submit a proposal for the self-performance work in the same manner as all other trade contractors or Subcontractors except that such proposal must be submitted to the Owner at least twenty four hours prior to the deadline established for other trade contractors and Subcontractors submitting for the same Work. The Owner will determine whether the Construction Manager's bid/proposal provides the best value for Owner, which determination is final. Construction Manager must perform approved self-performance work in accordance with the same terms and conditions as its other Subcontractors. For payment purposes, the Construction Manager shall account for self-performance work in the same manner as it does all other subcontract costs.

6.7.5 Construction Manager shall identify every Subcontractor it intends to use on the Project, including Subcontractors used for self-performed work, to the Owner in writing at least ten (10) days before entering into any subcontract. Construction Manager shall not use any Subcontractor to which Owner has a reasonable objection. Construction Manager shall not be required to subcontract with any Subcontractor to which it has reasonable objection. Following Owner acceptance of a Subcontractor, that Subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7.6 If a selected trade contractor or subcontractor fails to execute a subcontract after being selected in accordance with this section or defaults in the performance of its work, the Construction Manager may, in consultation with the Owner and without further advertising, fulfill the subcontract requirements itself or select a replacement trade contractor or subcontractor to do so.

6.8 Safety

6.8.1 Construction Manager is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations and with the requirements of an Owner controlled insurance program, if any.

6.8.2 Construction Manager shall provide recommendations and information to Owner and Project Architect regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities, and equipment, materials, and services for common use of the Subcontractors. Construction Manager shall verify that appropriate safety provisions are included in the Construction Documents.

ARTICLE 7 PRE-CONSTRUCTION PHASE FEE

7.1 The Pre-Construction Phase Fee is the total compensation payable to the Construction Manager for the performance of Pre-Construction Phase Services, except for Additional Pre-Construction Phase Services approved in advance and in writing by the Owner. The Pre-

Construction Phase Fee shall be a lump sum amount based on the CCL established in this Agreement.

7.2 Except as specifically allowed in paragraph 8.4, the Construction Manager shall not be entitled to any increase in the Pre-Construction Phase Fee for any costs, expenses, liabilities or other obligations arising from the performance of Pre-Construction Phase Services.

7.3 Costs associated with the following items are included in the establishment of the Pre-Construction Phase Fee: profit and profit sharing; general overhead; salaries and labor; housing and relocation; estimating, scheduling and information management systems and software; contract administration; office expenses; printing and copying; consulting fees; legal or accounting fees; cost of money; taxes; insurance premiums and deductibles; bond costs; purchase or rental of equipment; utilities; travel; per diem; fines or penalties; and damage awards.

7.4 If the scope of the Pre-Construction Phase Services is changed materially, the Pre-Construction Phase Fee shall be equitably adjusted. If the CCL is changed materially before acceptance of the GMP Proposal, the Pre-Construction Phase Fee shall be adjusted in proportion to the change in the CCL. There shall be no adjustments in the Pre-Construction Phase Fee following acceptance of the GMP Proposal.

7.5 For Additional Pre-Construction Phase Services that are approved in advance and in writing by the Owner, Construction Manager shall be entitled to additional compensation computed as:

7.5.1 A pre-established lump sum amount; or

7.5.2 The hourly cost of Construction Manager's employee's or consultants who actually perform the Additional Services based on the employee's Worker Wage Rate or prorated Monthly Salary Rate plus the actual cost of allowable expenses incurred in the performance of the Additional Services plus an overhead and profit markup of ten percent (10%) of the total cost; or

7.5.3 As otherwise agreed to by the parties in advance of performing the Additional Pre-Construction Phase Services.

ARTICLE 8 GUARANTEED MAXIMUM PRICE PROPOSAL

8.1 Within 30 days of selection by the Owner, the Construction Manager shall prepare and submit a preliminary Guaranteed Maximum Price ("GMP") Proposal to Owner. Prior to construction commencement, the Construction Manager shall submit the final GMP for Owner's approval. The GMP shall include a detailed summary of costs, arranged by CSI category, line items for project supervision, contingency, allowances, insurance and all fees. The GMP Proposal must be prepared in accordance with the guidelines and delivered in the format specified by Owner in the attached exhibits. Owner, at its sole option and discretion, may specify different requirements for the GMP Proposal. Construction Manager shall not withdraw its Guaranteed Maximum Price Proposal for ninety (90) days following submission to the Owner.

8.2 In developing the GMP Proposal, the Construction Manager shall coordinate efforts with the Project Architect to identify qualifications, clarifications, assumptions, exclusions, value

engineering, constructability savings and any other factors relevant to establishment of a GMP. The Construction Manager shall review development of the GMP Proposal with the Owner on an ongoing basis to address clarifications of scope and pricing, distribution of contingencies, schedule, assumptions, exclusions, and other matters relevant to the establishment of a GMP.

8.3 The GMP Proposal must include a written description of how it was derived that specifically identifies the clarifications and assumptions made by the Construction Manager in the GMP and the monetary amounts attributable to them. The GMP Proposal shall include, without limitation, a breakdown of Construction Manager's estimated General Conditions Costs and estimated Costs of the Work organized by trade; contingency amounts; the Construction Phase Fee; and the proposed Contract Time, including dates for Notice to Proceed with Construction, Substantial Completion and Final Completion.

8.4 The Guaranteed Maximum Price Proposal shall allow for reasonably expected changes and refinements in the Drawings and Specifications through completion of the Construction Documents, except for material changes in scope.

8.5 The GMP Proposal may include a Construction Manager's Contingency amount as allowed under Cost of the Work.

8.6 Included with its GMP Proposal, Construction Manager shall provide two complete, bound sets of the drawings, specifications, plans, sketches, instructions, requirements, materials, equipment specifications and other information or documents that fully describe the Project as developed at the time of the GMP Proposal and that are relevant to the establishment of the GMP. The bound supporting documents shall be referenced in and incorporated into the GMP Proposal.

8.7 The GMP Proposal and all supporting documents shall identify and describe all items, assumptions, costs, contingencies, schedules and other matters necessary and relevant for proper execution and completion of the Work and for establishment of the Guaranteed Maximum Price. The GMP Proposal and the supporting documents are complementary and, in the event of an irreconcilable conflict between or among them, the interpretation that provides for the higher quality of material and/or workmanship shall prevail over all other interpretations.

8.8 In submitting the GMP Proposal, the Construction Manager represents that it will provide every item, system or element of Work that is identified, shown or specified in the GMP Proposal or the supporting documents, along with all necessary or ancillary materials and equipment for their complete operating installation, unless specifically accepted by the Owner. Upon Owner's acceptance of the GMP Proposal, the Construction Manager shall not be entitled to any increase in the Guaranteed Maximum Price due to the continued refinement of the Construction Documents or the absence or addition of any detail or specification that may be required in order to complete the construction of the Project as described in and reasonably inferable from the GMP Proposal or the supporting documents used to establish the GMP.

8.9 The GMP Proposal shall adopt and incorporate all of the terms and conditions of this Agreement and all attachments to this Agreement. Any proposed deviation from the terms and conditions of this Agreement must be clearly and conspicuously identified to the Owner in writing and specifically accepted by the Owner. In the event of a conflict between any term of the GMP Proposal that was not clearly and conspicuously identified and approved by the Owner and the terms of this Agreement and its attachments, the terms of the Agreement and its attachments shall control.

8.10 Owner may accept or reject the Guaranteed Maximum Price Proposal or attempt to negotiate its terms with Construction Manager. Upon acceptance by the Owner of the GMP Proposal in writing, both parties shall execute the GMP Proposal and the terms of the GMP Proposal, including the Guaranteed Maximum Price and the supporting documents, shall become part of the Contract between the Owner and the Construction Manager. If the Owner rejects the GMP Proposal or the parties are unable or unwilling to agree on a GMP, the Owner may terminate this Agreement.

8.11 Following Owner acceptance of the GMP Proposal, Construction Manager shall continue to monitor the development of the Construction Documents so that, when complete, the Construction Documents adequately incorporate and resolve all qualifications, assumptions, clarifications, exclusions, constructability savings and value engineering issues identified in the GMP Proposal. During the Construction Documents stage, the Construction Manager and the Project Architect shall jointly deliver a monthly status report to the Owner describing the progress on the incorporation of all qualifications, assumptions, clarifications, exclusions, value engineering issues and all other matters relevant to the establishment of the GMP into the Construction Documents.

8.12 The Construction Manager shall document the actual Cost of the Work at buyout as compared to the Guaranteed Maximum Price proposal and shall report this information to the Owner monthly and with Construction Manager's recommendation for selection of a bid/proposal for each subcontracting package.

ARTICLE 9 CONSTRUCTION PHASE SERVICES

The Construction Phase shall be deemed to commence upon the date specified in a Notice to Proceed with Construction issued by Owner after approval of the Guaranteed Maximum Price Proposal and shall continue until Final Completion of all Work. Pre-Construction Phase Services may overlap Construction Phase Services. Construction Manager shall not incur any Subcontractor costs for construction of the Work prior to issuance by Owner of written authorization to commence such Work. The Construction Manager shall perform the following Construction Phase Services:

9.1 Construct the Work in strict accordance with the Construction Documents and Owner's Specifications within the time required by the Project Schedule (sometimes referred to herein as the "Schedule"), as approved by Owner.

9.2 Organize and maintain a competent, full-time staff at the Project site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work, and further the goals of the Project Team.

9.3 Designate, in writing, a representative who is responsible for the day-to-day management of the Construction Phase Services. The designated representative shall be the Owner's primary contact during the Construction Phase and shall be available as required for the benefit of the Project and the Owner. The designated representative shall be authorized to act on behalf of and bind the Construction Manager in all matters related to Construction Phase Services including, but not limited to, execution of Change Orders and Applications for Payment.

9.4 Attend Owner's regularly scheduled Project progress meetings and fully advise the Project Team of the Project status including schedule, costs, quality and changes. Furthermore, the Construction Manager shall appear, upon Owner's request, at sessions of the Williamson County Commissioners Court and provide the members of such court with responses in relation to matters of interest relating to the Project.

9.5 In addition to attending Owner's regularly scheduled Project progress meetings, Construction Manager shall schedule, direct and attend interim progress meetings with other members of the Project Team as required to maintain Project progress. Construction Manager shall record and distribute the minutes of each meeting to each Project Team member. The minutes shall identify critical activities that require action and the dates by which each activity must be completed.

9.6 Coordinate delivery and installation of Owner-procured material and equipment.

9.7 Provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and all other facilities and services necessary for the proper execution and completion of the Work in strict accordance with the requirements of the Construction Documents.

9.8 Assist in obtaining building permits and obtain special permits for permanent improvements as required by law or the Construction Documents. Assist Owner or Project Architect in obtaining all approvals required from authorities having jurisdiction over the Project.

9.9 Coordinate, monitor and inspect the work of Subcontractors to ensure conformance with the Construction Documents.

9.10 Be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Construction Manager shall keep the Owner informed of the progress and quality of the Work.

9.11 Construction Manager shall promptly correct any defective Work at Construction Manager's sole expense, unless the Owner specifically agrees to accept the Work.

9.12 Warrant that the materials and equipment provided for the Project will be of good quality and new unless otherwise required or permitted by the Construction Documents; that the construction will be free from faults and defects; and that the construction will conform to the requirements of the Construction Documents. The Construction Manager shall be responsible for correcting Work that does not comply with the Construction Documents at its sole expense without cost to the Owner.

9.13 Regarding Record Documents and the Owner's Project Closeout Specification, the Construction Manager shall maintain and deliver the required documents that describe changes or deviations from the Construction Documents that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

ARTICLE 10 COMMISSIONING & WARRANTY RESPONSIBILITIES

10.1 Construction Manager shall provide commissioning, starting and check-out services for the systems installed in the Project prior to completion and acceptance. Operation manuals and

instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

10.2 Construction Manager shall provide warranty services for the work for a full eighteen months (thirty months for work in the mechanical subcontract) following Final Completion. Just before the warranty period expires, Construction Manager shall attend an on-site meeting with the Owner and Project Manager to ensure that all warranty issues have been identified and properly remedied.

10.3 Construction Manager shall provide a written warranty period service plan that includes monthly site visits by an individual capable of making minor repairs and coordinating subcontractor warranty work.

ARTICLE 11 **OWNER'S RESPONSIBILITIES**

11.1 The Owner will designate a Project Architect for the Project.

11.2 The Owner will provide the Preliminary Project Cost (PPC) and general schedule for the Project. The PPC will include the Construction Cost Limitation, contingencies for changes in the Work during construction, and other costs that are the responsibility of the Owner. The general schedule will set forth the Owner's plan for milestone dates and completion of the Project.

11.3 The Owner will identify a person as its Project Manager (PM) who is authorized to act in the Owner's behalf with respect to the Project. The Project Manager shall also be referred to as the Owner's Designated Representative (ODR) and/or Resident Construction Manager (RCM). The Project Manager shall examine the documents submitted by the Construction Manager and shall render decisions on behalf of the Owner to the extent allowed by Texas law.

11.4 The Project Manager shall be authorized to administer this Agreement on behalf of the Owner, including final determination of fees and costs earned by the Construction Manager and equitable back-charges against the Construction Manager.

11.5 The Owner, at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Project.

11.6 The Owner shall arrange and pay for materials, structural, mechanical, chemical and other laboratory tests as required by the Construction Documents.

11.7 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Construction Manager's services and of the Work.

11.8 The Owner may designate one or more construction inspectors who shall be given access to the Work as requested or needed. The provision of inspection services by Owner shall not reduce or lessen Construction Manager's responsibility for the Work. Construction Manager is fully and solely responsible for constructing the Project in strict accordance with the Construction Documents.

11.9 Owner shall have the right to reject any defective Work on the Project. Should Construction Manager refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Construction Manager on demand.

11.10 Owner shall furnish to the Construction Manager the number of Construction Document sets as required by this Agreement.

ARTICLE 12 OWNERSHIP AND USE OF DOCUMENTS

12.1 Drawings, specifications and other documents prepared by the Project Architect, its consultants, or other consultants retained by the Owner for the Project that describe the Work to be executed by the Construction Manager (the "Construction Documents") are instruments of service and shall remain the property of the Owner whether the Project for which they are made is executed or not. The Construction Manager and its Subcontractors are authorized to reproduce and use portions of the Construction Documents as necessary and appropriate for the execution of the Work. The Construction Manager and its Subcontractors shall not use the Construction Documents on any other projects.

12.2 Submission or distribution of the Construction Documents to meet official regulatory requirements or for other purposes in connection with the Project is authorized.

ARTICLE 13 TIME

13.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

13.2 Unless otherwise approved, the Owner and the Construction Manager shall perform their respective obligations under the Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

13.3 Prior to commencement of the Construction Phase Services and concurrently with submission of the Guaranteed Maximum Price Proposal, the Construction Manager shall submit an up-to-date CPM Schedule for the performance of Construction Phase Services as specified. The CPM Schedule shall include reasonable periods of time for the Owner's and Project Architect's review and approval of shop drawings and submissions and for the approval of other authorities having jurisdiction over the Project.

ARTICLE 14 PAYMENTS

14.1 General Requirements

14.1.1 Each schedule of values submitted with an Application for Payment shall include the originally established value for each work classification line item or subcontract and shall identify any revisions to the costs or cost estimates for each work classification or subcontract. The format and tracking method of the original schedule of values and of all updates shall be subject to approval by the Owner. At all times, the estimated cost of performing the uncompleted and unpaid portion of the Work, including Construction

Manager's overhead and profit, shall not exceed the unpaid balance of the Guaranteed Maximum Price, less retainage on Work previously completed.

14.1.2 Expenses of transportation and overnight living expenses in connection with Owner approved out-of-state travel shall be identified separately in each Application for Payment. All travel must be approved in writing and in advance by Owner to be eligible for payment. Expenses specifically excluded from reimbursement include telephone charges, FAX services, alcoholic beverages, tips, laundry service, valet service, entertainment expenses, and any other non-project related items.

14.1.3 Retainage will be withheld from the entire amount approved in an Application for Payment including the Cost of the Work, General Conditions, and the Construction Manager's Construction Phase Fee. Retainage will not be withheld from payments for Pre-Construction Phase Services.

14.1.4 This Agreement is subject to the assessment of liquidated damages against Construction Manager. Amounts assessed as liquidated damages, and other amounts to which Owner is entitled by way of setoff or recovery, may be deducted from any moneys due Construction Manager.

14.1.5 Owner shall have the right to withhold from payments due Construction Manager such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Construction Manager or any Subcontractor or failure of Construction Manager or any Subcontractor to perform their obligations under this Agreement.

14.1.6 Notwithstanding any other contractual provision to the contrary, Owner shall not be obligated to make any payment to Construction Manager under any of the following circumstances:

14.1.6.1 Construction Manager persistently fails to perform the Work in accordance with the Contract Documents or is otherwise in material breach or default under this Agreement;

14.1.6.2 The payment request includes services that are not performed in accordance with the Construction Documents; provided, however, Owner shall pay for those services performed in accordance with the Construction Documents;

14.1.6.3 The payment request has insufficient documentation to support the amount of payment requested for Project costs; provided, however, Owner shall pay for allowable Project costs for which there is sufficient documentation;

14.1.6.4 Construction Manager has failed to make payments promptly to Subcontractors or other third parties used in connection with any services or materials for which Owner has made payment to Construction Manager;

14.1.6.5 If Owner, in its good faith judgment, determines that the unpaid balance of the GMP is not sufficient to complete the Work in accordance with the Construction Documents;

14.1.6.6 Construction Manager has persistently failed to complete the Work in accordance with the CPM Schedule requirements or if Owner, in its good faith judgment, determines that the remaining Work will not be completed within the contract time;

14.1.6.7 Construction Manager is insolvent, makes a general assignment for the benefit of its creditors or otherwise seeks protection under the laws and regulations of the bankruptcy courts; or

14.1.6.8 Construction Manager fails to obtain, maintain or renew insurance coverage as required by the Agreement.

14.1.7 No partial payment made by the Owner shall constitute, or be construed to constitute, final acceptance or approval of the work to which the partial payment relates or of the documentation provided in support of the partial payment. No partial payment made by the Owner shall constitute, or be construed to constitute, a release of Construction Manager from any of its obligations or liabilities with respect to the Work.

14.1.8 Owner shall have the right to verify and audit the details of Construction Manager's billings, certificates, accountings, cost data, and statements, either before or after payment, by (1) inspecting the books and records of Construction Manager during normal business hours; (2) examining any reports with respect to this Project; (3) interviewing Construction Manager's employees; (4) visiting the Project site; and (5) any other reasonable action. Construction Manager's records shall be kept on the basis of generally accepted accounting principles and organized by each Application for Payment period.

14.2 Pre-Construction Phase Payments

14.2.1 Payments for Pre-Construction Phase Services shall be made monthly based on the percentage completion of the Construction Manager's required services for each stage of development of the Construction Documents and the procurement of Subcontractor bids/proposals in accordance with the following schedule:

Schematic Design Stage	15%
Design Development Stage	20%
GMP Development Stage	20%
Construction Documents Stage	40%
Subcontractor Bid/Proposal Stage	5%

14.2.2 All payment requests for Pre-Construction Phase Services shall be submitted on an Application for Payment and Schedule of Values approved by the Owner and includes all required attachments identifying payments to all Subcontractors.

14.3 Construction Phase Payments

14.3.1 Payment requests for Construction Phase Services shall be submitted on an Application for Payment with a schedule of values approved by the Owner and include all required attachments identifying payments to all Subcontractors. Payment for approved Change Orders shall be made as part of the Construction Manager's Application for Payment.

14.3.2 The Construction Manager's Construction Phase Fee shall be shown as a separate line item on the Schedule of Values. Payment of the Construction Manager's Construction Phase Fee shall be made with each Application for Payment in the same proportion as the percentage completion of the Cost of the Work of the Project.

14.3.3 For General Conditions Costs, Construction Manager's Application for Payment shall include complete copies of all receipts, invoices with check vouchers or other evidence of payment, payrolls, and any and all other evidence which Owner or its designated representatives shall deem necessary to support the amount requested. This information is subject to audit and payment for these costs is dependent on Owner's receipt of accurate and complete records of all transactions. Owner may reduce the amount requested for General Conditions Costs in any Application for Payment if the Owner, in its good faith judgment, determines that the unpaid balance of the General Conditions line item in the schedule of values is not sufficient to fund necessary General Conditions Costs for the remainder of the Project.

14.3.4 Pay requests for Subcontractor work included in an Application for Payment shall not exceed the percentage of Work allocated to that Subcontractor for each respective schedule of values work classification which has been actually completed and shall not exceed the total value of the subcontract amount.

14.3.5 Construction Manager's Request for Final Payment shall not be made until all Work is completed and all requirements of the Contract Documents have been satisfied including, without limitation: delivery to Owner of a complete release of all liens and claims arising out of the Work; written consent of surety to release of final payment; and a sworn affidavit that, to the best of Construction Manager information, knowledge and belief, the release includes and covers all materials and services over which Construction Manager has control and for which a lien could be filed and that all known debts and claims arising from the Project have been satisfied. Alternatively, Construction Manager may, at its sole expense, furnish a bond satisfactory to Owner to indemnify Owner against any lien or claim arising out of the Work. If any lien or claim is asserted against Owner after all payments are made, Construction Manager shall reimburse Owner for all damages and costs Owner may incur in discharging such lien, including all costs or court and reasonable attorneys' fees, and Owner shall retain all other remedies available to it at law and in equity.

14.3.6 Owner shall have no obligation to make Final Payment until a complete and final accounting of the Direct Construction Cost has been submitted by Construction Manager and has been audited and verified by Owner or Owner's representatives.

14.3.7 Nothing contained herein shall require the Owner to pay the Construction Manager an aggregate amount for Construction Phase Services that exceeds the Guaranteed Maximum Price or to make any payment if, in the Owner's belief, the cost to complete the Work would exceed the Guaranteed Maximum Price less previous payments to Construction Manager. The total amount of all Construction

Phase payments to the Construction Manager shall not exceed the actual verified Direct Construction Cost for the Project plus the Construction Manager's Construction Phase Fee.

14.3.8 THE ACCEPTANCE BY CONSTRUCTION MANAGER OR CONSTRUCTION MANAGER'S SUCCESSORS OF FINAL PAYMENT UNDER THIS AGREEMENT, SHALL CONSTITUTE A FULL AND COMPLETE RELEASE OF OWNER FROM ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION WHATSOEVER THAT CONSTRUCTION MANAGER, ITS SUBCONTRACTORS, SUPPLIERS AND CONSULTANTS OR ANY OF THEIR SUCCESSORS OR ASSIGNS HAVE OR MAY HAVE AGAINST OWNER ARISING FROM THE PROJECT OR ANY PROVISION(S) OF THIS AGREEMENT EXCEPT FOR THOSE PREVIOUSLY MADE IN WRITING AND IDENTIFIED BY CONSTRUCTION MANAGER AS UNSETTLED AT THE TIME OF THE REQUEST FOR FINAL PAYMENT.

ARTICLE 15 DIRECT CONSTRUCTION COST

Direct Construction Cost means the sum of the amounts that the Construction Manager actually and necessarily incurs constructing the Work in strict compliance with the Construction Documents. Direct Construction Cost includes only the cost categories set forth in this Article and does not include the Pre-Construction Phase Fees or the Construction Phase Fees unless specifically noted.

15.1 General Conditions Costs

Construction Manager is entitled to receive payment for the actual cost of the allowable General Conditions items incurred after receipt of a Notice to Proceed with Construction from the Owner through Substantial Completion of the Project. Construction Manager is not entitled to reimbursement for General Conditions Costs incurred before receipt of the Notice to Proceed with Construction. General Conditions Costs incurred after Substantial Completion must be approved in advance by the Owner.

Allowable General Conditions items are identified below and by attached exhibit. These items shall be included in the General Conditions cost amount shown as a line item in the Guaranteed Maximum Price Proposal and as detailed on the schedule of values. Items not specifically included below or in the exhibit will not be allowed as a General Condition costs.

15.1.1 Personnel Costs. The actual Worker Wage Rate for Construction Manager's hourly employees and the Monthly Salary Rate of Construction Manager's salaried personnel who are identified to the Owner in advance and in writing but only for the time actually stationed at the Project site with the Owner's prior consent. The Monthly Salary Rate of the Construction Manager's Project Manager may be included in the General Conditions Costs only when the Construction Manager's Project Manager is directly managing the Project. All personnel costs are subject to audit to determine the actual cost of the wages, salaries and allowable employer contributions incurred by the Construction Manager for services performed for the Project.

15.1.2 Costs of long-distance telephone calls, telegrams, postage, package delivery and courier service, hardwired telephone service, and reasonable expenses of Construction Manager's jobsite office if incurred at the Project site and directly and solely in support of the Work.

15.1.3 Costs of materials, supplies, temporary facilities, equipment, and hand tools (except those customarily owned by construction workers), supplied to the Project site by Construction Manager, if such items are fully consumed in the construction of the Work and are included in the list of allowable General Condition Line Items. Cost for used items shall be based on fair market value and may include transportation, installation, and minor maintenance costs, and removal costs. If an item is not fully consumed in the construction of the Work, its cost shall be based on actual cost of the item less its fair market salvage value.

15.1.4 Rental charges for temporary facilities, equipment, and hand tools (except those customarily owned by construction workers), supplied to the Project site by Construction Manager, provided they are included in the list of allowable General Condition Line Items and Owner has approved the rentals and the rental rates in advance and in writing. Rental rates may include transportation, installation, and minor maintenance costs, and removal costs. For tools, machinery or construction equipment rented directly from the Construction Manager, the rental rate, including freight and delivery costs and all operating expenses except labor, shall be approved in advance by the Owner and shall be in accordance with the "Rental Rate Blue Book for Construction Mobilization Costs" published by Primedia, latest edition, but no higher than the prevailing competitive rates for rental of similar equipment in the Project vicinity.

15.1.5 The aggregate rental cost of any item charged to Owner shall not exceed ninety percent (90%) of the purchase price and maintenance cost of the item. If the anticipated aggregate rental cost for an item of equipment exceeds ninety percent (90%) of the purchase and maintenance price, Construction Manager shall purchase the equipment and turn it over to Owner upon final completion of the Work or, at Owner's option, credit the Owner with the fair market resale value of the item.

15.1.6 Permit and inspection fees that are not subject to exemption.

15.1.7 Premiums for insurance and bonds to the extent directly attributable to this Project.

15.1.8 Governmental sales and use taxes directly attributable to the General Conditions Items.

15.2 Cost of the Work

Construction Manager is entitled to receive payment for the actual cost of the allowable Cost of the Work items incurred after receipt of Owner's written authorization to commence the Construction Phase Work through Final Completion of the Project. Construction Manager is not entitled to reimbursement for Cost of the Work incurred before receipt of Owner's written authorization. "Cost of the Work" includes the following:

15.2.1 Costs of materials and equipment purchased directly by the Construction Manager and incorporated into or consumed in the performance of the Work, including transportation charges, and a reasonable and customary allowance for waste and spoilage. Payment for stored materials is subject to prior approval of the Owner for such storage and payment.

15.2.2 Costs of site debris removal and disposal in accordance with all applicable laws and regulations if not otherwise included in General Conditions.

15.2.3 Payments made to Subcontractors and their vendors or suppliers by Construction Manager for the subcontract work in accordance with the Construction Documents and the requirements of the subcontracts with the Subcontractors, vendors or suppliers.

15.2.4 Payments earned by Construction Manager for self-performed subcontract work, other than General Conditions work, in accordance with the Construction Documents and the terms of this Agreement and approved by the Owner.

15.2.5 Testing fees incurred by the Construction Manager and approved by the Owner.

15.2.6 Intellectual property royalties and licenses for items specifically required by the Construction Documents which are, or will be, incorporated into the Work.

15.3 Construction Manager's Contingency

15.3.1 The Guaranteed Maximum Price Proposal may include a Construction Manager's Contingency amount to be used to fund increases in the Direct Construction Cost of the Project identified through the refinement, development and completion of the Construction Documents or procurement of the Work.

15.3.2 Any re-allocation of funds from the Construction Manager's Contingency to cover increases in the Direct Construction Cost must be approved by the Owner in advance and in writing. In written requests to use the Construction Manager's Contingency, the Construction Manager shall provide detailed documentation of the scope of work affected and the bases for any increases in costs.

15.3.3 The Construction Manager's Contingency is specifically not to be used for Construction Manager rework, unforeseen conditions, cost increases caused by lack of coordination or communication with the Project Architect or trade Subcontractors, or to correct errors or omissions in the Construction Documents.

15.3.4 As the Construction Documents are finalized and the Buyout of the Work progresses, the Construction Manager's Contingency amount shall be reduced by mutual agreement of Owner and Construction Manager. Any balance in the Construction Manager's Contingency fund remaining at the end of the Project shall be returned to the Owner as savings.

ARTICLE 16 CONSTRUCTION PHASE FEE

The Construction Manager's Construction Phase Fee is the maximum amount payable to the Construction Manager for any cost or profit expectation incurred in the performance of the Work that is not specifically identified as being eligible for reimbursement by the Owner elsewhere in the Agreement. References to Construction Manager's "overhead" and "profit" mean the Construction Manager's Construction Phase Fee. The Construction Phase Fee includes, but is not limited to, the following items.

16.1 All profit, profit expectations and costs associated with profit sharing plans such as personnel bonuses, incentives, and rewards; company stock options; or any other like expenses of the Construction Manager.

16.2 Salaries of Construction Manager's officers, project manager(s), estimators, schedulers and all other employees not stationed at the Project site and performing services directly related to the Project.

16.3 Any and all overhead, labor or general expenses of any kind unless specifically allowed under General Conditions. These costs include, but are limited to: costs for the purchase, lease, rental of or allowance for vehicles and their maintenance, radios/communication equipment, jobsite computers and other business equipment, and specialized telephone systems, including cellular/digital phones; trade or professional association dues; cost for relocation of any of the Construction Manager's personnel; and travel, per diem and subsistence expense of Construction Manager, its officers or employees except as specifically allowed under General Conditions.

16.4 Any financial costs incurred by the Construction Manager including the cost of capital or interest on capital, regardless of whether it is related to the Project, and costs associated with construction warranty reserves.

16.5 Any legal, accounting, professional or other similar costs incurred by the Construction Manager, including costs incurred in connection with the prosecution or defense any dispute, mediation, arbitration, litigation or other such proceeding related to or arising from the Project.

16.6 Any Federal and/or State income and franchise taxes paid by Construction Manager. Any fines, penalties, sanctions or other levies assessed by any governmental body against Construction Manager.

16.7 Any cost arising out of a breach of any of the terms and conditions of the Contract Documents or the fault, failure or negligence of Construction Manager, its Subcontractors, or any person or entity for whom they may be liable. These costs include, without limitation: costs to remedy defective, rejected, or nonconforming work, materials or equipment including costs for retesting to verify compliance with specifications; costs due to failure to coordinate the Work or meet CPM Schedule milestones; costs arising from Construction Manager's contractual indemnification obligations; liquidated or actual damages imposed by Owner for failure to complete the Work within the Contract Time; costs due to the bankruptcy or insolvency of any Subcontractor; and damage or losses to persons or property.

16.8 The cost of any and all insurance deductibles payable by the Construction Manager and costs due to the failure of Construction Manager or any Subcontractor to procure and maintain insurance as and to the extent required by the Contract Documents.

16.9 Any and all costs that would cause the Guaranteed Maximum Price, minus the amounts allocated in the GMP for Owner's Contingency and Owner's Special Cash Allowance, to be exceeded.

16.10 Any and all costs not specifically identified as an element of the Direct Construction Cost.

ARTICLE 17 **CONTRACT SAVINGS, ALLOWANCES, REBATES & REFUNDS**

17.1 If the allowable, final, verified, audited amount of the cost of General Conditions, Cost of the Work, Allowance items and Construction Manager's Contingency is less than the amount established for each of those categories in the originally approved Guaranteed Maximum Price Proposal, the entire difference shall be credited to the Owner as savings and the final contract amount shall be adjusted accordingly. When buyout of the Project is at least 85% complete, the Owner may recognize any savings achieved to that point by issuing a deductive change order for the saved amount.

17.2 Items to be provided for through Owner's Special Cash Allowances shall be clearly identified in the Construction Documents and the Guaranteed Maximum Price Proposal. The Cost of the Work included in the Allowances shall be determined in accordance with the Uniform General Conditions. Any claim by the Construction Manager for an adjustment to an Allowance amount included in the Guaranteed Maximum Price based on the cost of Allowance work shall be made within a reasonable time after the issuance of the Construction Documents for the Allowance items. The Construction Manager shall not be entitled to any increase in its Construction Phase Fee for increases to Allowance amounts that were initially based on estimates provided by the Construction Manager. Owner shall be entitled to retain 100% of the balance of any unused Allowance amount.

17.3 The Owner shall be entitled to deduct amounts for the following items from any Application for Payment or from the Request for Final Payment submitted by the Construction Manager:

17.3.1 The fair market value of all tools, surplus materials, construction equipment, and temporary structures that were charged to the Work (other than rental items) but were not consumed during construction or retained by the Owner. Upon completion of the Work or when no longer required, Construction Manager shall either credit the Owner for the fair market value (as approved by the Owner) for all surplus tools, construction equipment and materials retained by the Construction Manager or, at Owner's option, use commercially reasonable efforts to sell the surplus tools, construction equipment and materials for the highest available price and credit the proceeds to the Owner's account.

17.3.2 Discounts earned by the Construction Manager through advance or prompt payments funded by the Owner. The Construction Manager shall obtain all possible trade and time discounts on bills for material furnished, and shall pay bills within the highest discount periods. The Construction Manager shall purchase materials for the Project in quantities that provide the most advantageous prices to the Owner.

17.3.3 Rebates, discounts, or commissions obtained by the Construction Manager from material suppliers or Subcontractors, together with all other refunds, returns, or credits received for materials, bond premiums, insurance and sales taxes.

17.3.4 Deposits made by Owner and forfeited due to the fault of the Construction Manager.

17.3.5 Balances remaining on any Allowances, the Construction Manager's Contingency, or any other identified contract savings.

17.4 Owner shall be entitled to recover any savings realized between the Guaranteed Maximum Price and the buyout price for subcontracting work, provided however, that Construction Manager may use such savings to offset other buyout packages that exceed the amounts identified in the initial Guaranteed Maximum Price, so long as the total Cost of Work proposed in the Guaranteed Maximum Price does not increase.

17.5 Owner shall be entitled to recognize and recover 100% of any savings identified by cost review or audit at any time, before or after Final Payment.

ARTICLE 18 PRE-EXISTING CONDITIONS & DESIGN ERRORS AND OMISSIONS

18.1 The Construction Manager acknowledges that it has been provided unrestricted access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Construction Manager's investigation was instrumental in preparing its Guaranteed Maximum Price Proposal for the Work. Construction Manager shall not make or be entitled to any claim for any adjustment to the Contract Time or the Contract Sum for Pre-Construction Phase Services or for Construction Phase Services arising from Project conditions that Construction Manager discovered or, in the exercise of reasonable care, should have discovered in Construction Manager's investigation.

18.2 The Construction Manager acknowledges that as part of its Pre-Construction Phase Services it shall participate in the review and revision of the Construction Documents. Construction Manager's participation in this review process will be instrumental in preparing its Guaranteed Maximum Price Proposal for the Work. Before submitting its Guaranteed Maximum Price Proposal, the Construction Manager shall review the drawings, specifications and other Construction Documents and notify the Owner of any errors, omissions or discrepancies in the documents of which it is aware. Construction Manager shall not make or be entitled to any claim for any adjustment to the Contract Time or the Contract Sum for errors or omissions in the Construction Documents that Construction Manager discovered or, in the exercise of reasonable care, should have discovered in Construction Manager's Pre-Construction Phase design review process that Construction Manager did not bring to the attention of the Owner and the Project Architect in a timely manner.

ARTICLE 19 BONDS AND INSURANCE

19.1 Upon execution of this Agreement, Construction Manager shall provide a security bond in the amount of 5% of the Construction Cost Limitation. The surety for a security bond shall meet the same requirements as set forth for payment and performance bonds.

19.2 Upon acceptance by the Owner of a Guaranteed Maximum Price Proposal, Construction Manager shall provide performance and payment bonds on forms acceptable to the Owner. The penal sum of the payment and performance bonds shall be equal to the Guaranteed Maximum Price. If construction is phased or staged with different Guaranteed Maximum Prices established at different times, the penal sum of the bonds shall be increased at the start of each stage or phase based on the cumulative total value of all Guaranteed Maximum Prices in effect.

19.3 The Construction Manager shall not commence work under the Agreement until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by the Owner. Owner's review of the insurance shall not relieve nor decrease the liability of the Construction Manager. Prior to commencing any work under this Agreement, Construction Manager shall provide evidence of the following insurance coverages:

19.3.1 Pre-Construction Phase: Employer's Liability, Workers' Compensation, Comprehensive General Liability and Comprehensive Automobile Liability in the amounts as set forth in the Request for Proposal.

19.3.2 Construction Phase: In addition to the coverages required during the Pre-Construction Phase, Builder's Risk and Owner's Protective Liability in the amounts as set forth in the Request for Proposal.

19.3.3 Prior to commencing any construction work, Construction Manager shall provide evidence of Builder's Risk coverage as set forth in the Request for Proposal, which coverage shall remain in full force and effect throughout the term of the Project and shall be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage.

19.3.4 Construction Manager shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

19.4 The Construction Manager shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Construction Manager fails to obtain, maintain or renew any insurance required by the Agreement, the Owner may obtain insurance coverage directly and recover the cost of that insurance from the Construction Manager.

19.5 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Construction Manager.

19.6 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Construction Manager and not covered by insurance shall be paid by the Construction Manager.

19.7 The cost of premiums for any additional insurance coverage desired by the Construction Manager in excess of that required by this Agreement or the Contract Documents shall be borne solely by the Construction Manager out of its fees and not included in the GMP Proposal as a Direct Construction Cost.

ARTICLE 20 **PROJECT TERMINATION AND SUSPENSION**

20.1 These project termination and suspension provisions are in addition to those project termination and suspension provisions as described in the Uniform General Conditions for Construction Manager-at-Risk Contracts for Williamson County, as attached.

20.2 This Agreement may be terminated during the Pre-Construction Phase by either party upon fifteen (15) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination and breach is not cured or an acceptable plan to cure the breach is not established within the fifteen (15) day period.

20.3 This Agreement may be terminated by the Owner during the Pre-Construction Phase upon at least three days written notice to the Construction Manager in the event that the Project is to be temporarily or permanently abandoned.

20.4 This Agreement may be terminated by the Owner at the GMP Proposal stage upon at least three (3) days written notice to the Construction Manager in the event that the parties are unable or unwilling to agree on a GMP Proposal.

20.5 In the event of termination that is not the fault of the Construction Manager, the Construction Manager shall be entitled to compensation for all services performed to the termination date provided, however, Construction Manager has delivered to Owner such statements, accounts, reports and other materials as required together with all reports, documents and other materials prepared by Construction Manager prior to termination. Upon such payment, Owner shall have no further obligation to the Construction Manager.

20.6 Termination of this Agreement shall not relieve Construction Manager or any of its employees, subcontractors, or consultants of liability for violations of this Agreement or for any act or omission, or negligence, of Construction Manager related to the Project. In the event of a termination, Construction Manager hereby consents to employment by Owner of a substitute Construction Manager to complete the services under this Agreement.

20.7 In the event of termination, Owner shall have the right to use any documents or other materials prepared for the Project and the ideas and designs they contain for the completion of the services described by this Agreement, for completion of the Project, or for any other purpose.

20.8 If the Project is suspended or abandoned in whole or in part for more than ninety (90) consecutive days during the Pre-Construction Phase, the Construction Manager shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment. If the Project is resumed after being suspended for more than ninety (90) consecutive days, the Construction Manager's compensation for Pre-Construction Services shall be equitably adjusted if, in the Owner's reasonable opinion, such adjustment is warranted.

ARTICLE 21 **INDEMNITY**

21.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONSTRUCTION MANAGER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONSTRUCTION MANAGER, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW.

21.2 The indemnities contained herein shall survive the termination of this Agreement for any reason whatsoever.

ARTICLE 22 SPECIAL WARRANTIES

22.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Construction Manager agree and acknowledge that Owner is entering into this Agreement in reliance on Construction Manager's represented expertise and ability to provide construction management services. Construction Manager agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

22.2 The Construction Manager represents, and agrees that it will perform its services in accordance with the usual and customary standards of Construction Manager's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project. Construction Manager agrees to bear the full cost of correcting Construction Manager's negligent or improper work and services, those of its consultants, and any harm caused by the negligent or improper work or services.

22.3 The Construction Manager's duties shall not be diminished by any approval by Owner nor shall the Construction Manager be released from any liability by any approval by Owner, it being

understood that the Owner is ultimately relying upon the Construction Manager's skill and knowledge in performing the services required hereunder.

22.4 The Construction Manager represents and agrees that all persons connected with the Construction Manager directly in charge of its services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction over the Project if registration is required.

22.5 The Construction Manager represents and agrees to advise Owner of anything of any nature in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Construction Manager (by the Owner or any other party) that is, in its opinion, unsuitable, improper, or inaccurate for the purposes for which the document or data is furnished.

22.6 The Construction Manager represents and agrees to perform its services under this Agreement in an expeditious and economical manner consistent with good business practices and the interests of Owner.

22.7 Construction Manager represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under this Agreement.

22.8 Construction Manager represents and agrees that the individual executing this Agreement on behalf of Construction Manager has been duly authorized to act for and to bind Construction Manager to its terms.

22.9 Construction Manager warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Construction Manager has been duly authorized to act for and bind Construction Manager; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Construction Manager has been duly authorized to act for and bind Construction Manager.

22.10 Neither the execution and delivery of this Agreement by Construction Manager nor the performance of its obligations hereunder will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Construction Manager is bound, or any agreement by which Construction Manager is bound or to the best of the Construction Manager's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Construction Manager.

22.11 Except for the obligation of Owner to pay Construction Manager certain fees and expenses pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Construction Manager or to anyone claiming through or under Construction Manager by reason

of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Construction Manager, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to construction manager or to anyone claiming through or under Construction Manager by reason of the execution or performance of this Agreement.

ARTICLE 23 CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK

The Construction Manager shall provide at Substantial Completion, a notarized affidavit to the Owner and the Architect stating that no asbestos containing materials or work was provided, installed, furnished or added to the Project.

ARTICLE 24 MISCELLANEOUS PROVISIONS

24.1 Assignment. This Agreement is a personal service contract for the services of Construction Manager, and Construction Manager's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

24.2 Records of expenses pertaining to Additional Services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards and shall be available for audit by the Owner or the Owner's authorized representative on reasonable notice.

24.3 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Construction Manager and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Construction Manager and Owner.

24.4 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

24.5 Governing Law and Venue. 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 where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

24.6 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

_____ Dollars (\$)_____.

25.3 Construction Phase Fee

25.3.1 For Construction Phase Services, Owner shall pay Construction Manager a stipulated Construction Phase Fee equal to _____ percent (_____ %) of the Construction Cost Limitation for the Project.

25.3.2 Based on the anticipated CCL established at the time of this Agreement, the Construction Phase Fee would be the total stipulated amount of:

_____ Dollars (\$)_____.

25.3.3 If the Owner agrees to an increase in the Guaranteed Maximum Price during the Construction Phase, the Construction Phase Fee shall be equitably adjusted by applying the percentage established in paragraph 25.3.1 to the amount of the increase in the GMP.

25.3.4 The percentage rate established in paragraph 25.3.1 of this Agreement for calculation of the Construction Phase Fee cannot be increased except with the express written approval of the Owner.

25.3.5 If the Owner agrees to any increases in the Construction Cost Limitation during the Construction Phase without increasing the GMP (for example, change orders funded by Owner's Special Cash Allowance or Owner's Construction Contingency), the Construction Manager's fee for these increases shall be calculated accordance with the provisions of the Uniform General Conditions for Change Orders.

25.4 Limitation on General Condition Costs

25.4.1 The maximum allowable amount of General Conditions Costs payable to the Construction Manager during the Construction Phase of the Project shall not exceed _____ percent (_____ %) of the Construction Cost Limitation for the Project.

25.4.2 Based on the anticipated CCL established at the time of this Agreement, the maximum allowable amount of General Conditions Costs would be the total amount of:

_____ Dollars (\$)_____.

25.4.3 If the Owner agrees to an increase in the Guaranteed Maximum Price during the Construction Phase the maximum allowable amount of General Conditions Costs shall be equitably adjusted by applying the percentage established in paragraph 25.4.1 to the amount of the increase in the GMP.

25.4.4 The percentage rate established in paragraph 25.4.1 of this Agreement for calculation of the maximum allowable amount of General Conditions Costs cannot be increased except with the express written approval of the Owner.

25.4.5 If the Owner agrees to any increases in the Construction Cost Limitation during the Construction Phase without increasing the GMP (for example, change orders funded by Owner's Special Cash Allowance or Owner's Construction Contingency) the allowable General Conditions Costs for these increases shall be calculated accordance with the provisions of the Uniform General Conditions for Change Orders.

ARTICLE 26 OTHER TERMS AND CONDITIONS

26.1 Time of Completion

26.1.1 *The anticipated date for achieving Substantial Completion of the Project at the time this Agreement was executed is:*

days from Notice to Proceed with Construction.

25.1.2 *The Construction Phase shall be deemed to commence on the date specified in a Notice to Proceed with Construction issued by Owner after approval of the Guaranteed Maximum Price Proposal.*

25.1.3 *The Construction Manager shall achieve Substantial Completion of the Work and Final Completion of the Work on or before the dates agreed to in the Guaranteed Maximum Price Proposal, subject to time extensions granted by Change Order.*

25.1.4 *THE TIMES SET FORTH FOR COMPLETION OF THE WORK IN THE NOTICE TO PROCEED WITH CONSTRUCTION AND THE GUARANTEED MAXIMUM PRICE PROPOSAL ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. The Owner may elect, at its option, to stage or "fast-track" portions of the work. The Owner shall issue a separate Notice to Proceed or Change Order for each such stage and each such stage shall have a separate substantial completion date and a separate liquidated damages amount.*

26.2 Liquidated Damages

26.2.1 *For each consecutive calendar day after the Substantial Completion Date that the Work is not substantially completed, the Owner may deduct the amount of:*

Dollars per day (\$ /day)

from any money due or that becomes due the Construction Manager, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion.

26.2.2 *The parties stipulate and agree that calculating Owner's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.*

26.3 Estimated Construction Cost Reports

Construction Manager has prepared an Estimated Construction Cost dated _____, 20____ and at a minimum shall update such estimate immediately prior to obtaining competitive bids/proposals from trade contractors or subcontractors for all major elements of the work.

26.4 Notices

Notices of claims or disputes or other legal notices required by this Agreement shall be sent to the following persons at the indicated locations.

If to Owner: Williamson County Judge
Dan A. Gattis (or Successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

With Copy to: Williamson County Attorney
Jana Duty (or Successor)
405 M.L.K. Street, Box #7
Georgetown, Texas 78626

If to Construction Manager: Name: _____
Title: _____
Address: _____
_____, _____
Phone: _____
Fax: _____

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

26.5 Party Representatives

26.5.1 The Owner's Designated Representative/Project Manger authorized to act in the Owner's behalf with respect to the Project is:

_____, _____

26.5.2 The Construction Manager's Project Manager/Estimator is _____.
_____. The Construction Manager's Project Superintendent is _____.
_____. The Construction Manager's designated representative authorized to act on the Construction Manager's behalf and bind the Construction Manager with respect to the Project is:

Name: _____

Title: [REDACTED]
Address: [REDACTED]
[REDACTED], [REDACTED]
Phone: [REDACTED]
Fax: [REDACTED]

26.5.3 *The parties may make reasonable changes in their designated representatives upon advance written notice to the other party and in accordance with Paragraph 4.8.*

26.6 Construction Document Sets

The Project Architect shall coordinate the printing, binding and distribution of the initial issuance of all construction documents to all Subcontractor bidders/proposers requesting documents in order to provide bids/proposals to the Construction Manager. A minimum of fifty (50) sets will be furnished at the expense of the Owner. The Construction Manager shall utilize all construction documents returned to the Project Architect from the Subcontractor bidders/proposers.

26.7 Interim Record Drawings and Specifications

As a requirement for acceptance of Substantial Completion, Construction Manager shall reproduce two (2) copies of the current As-Built Drawings and Specifications maintained at the job site and provide these copies to the Owner. These documents shall be labeled "Interim Record Drawings and Specifications", and are required to assist the Owner in the operation of the facility until Final Completion is accomplished and the final As-Built Drawings and Specifications are provided to the Project Architect to prepare the final "Record Drawings" and "Record Specifications".

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the day and year first above written.

WILLIAMSON COUNTY, TEXAS



By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: Williamson County Judge

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

EXHIBIT A
UNIFORM GENERAL CONDITIONS
FOR
CONSTRUCTION MANAGER-AT-RISK CONTRACTS
FOR WILLIAMSON COUNTY

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**UNIFORM GENERAL CONDITIONS
FOR
CONSTRUCTION MANAGER-AT-RISK CONTRACTS
FOR WILLIAMSON COUNTY**

Article I - General Contract Definitions

Unless the context clearly requires another meaning, the following terms shall have the meaning assigned herein:

- 1.1 *Architect/Engineer* 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 employed by Owner to provide professional architectural or engineering services and exercising overall responsibility for the design of a Project or a significant portion thereof, and performing certain contract administration responsibilities as set forth in the Contract.
- 1.2 *Change Authorization (CA)* means a Change Order Proposal Evaluation (CPE) which has been marked "Accepted" by the ODR and, upon receipt of the CA by Contractor, constitutes notice to proceed with the changed work described therein.
- 1.3 *Change Order* means a written modification of the Contract between the Owner and Contractor, signed by the Owner, the Contractor and the Architect/Engineer.
- 1.4 *Change Order Proposal Evaluation (CPE)* means a Contractor-generated document in response to a Change Order Request (COR) or Change Proposal Request (CPR) which states the adjustment necessary to Contract Sum and Time, if any, in response to the changed work described in the Change Order Request (COR).
- 1.5 *Change Order Request (COR) or Change Proposal Request (CPR)* means an Owner-generated document which describes a change in the Work, including a description and Drawings and Specifications, as necessary, to inform the Contractor of the nature of the change.
- 1.6 *Close-out Documents* means the product brochures, product/equipment maintenance and operations instructions, manuals, warranties, as-built record documents, affidavit of payment, release of lien and claim, etc., and as may be further defined or identified and required by the Contract Documents.
- 1.7 *Contract* means the Contract Documents between the Owner and the Contractor as defined by the Owner-Contractor Agreement.
- 1.8 *Contract Date* is the date Owner-Contractor Agreement is effective between the Owner and Contractor.
- 1.9 *Contract Documents* has the meaning assigned by the Owner-Contractor Agreement.

- 1.10 *Contractor* means the individual, corporation, company, partnership, firm or other organization that has contracted to perform the Work under the Contract with the Owner. The term Contractor also means a Construction Manager-at-Risk.
- 1.11 *Contract Sum* mean the total compensation payable to the Contractor for completion of the Work in accordance with the Contract Documents as originally contracted for and as subsequently adjusted by Change Order.
- 1.12 *Contract Time* means the period between Notice to Proceed and the date scheduled for substantial completion in the Contract Documents, as may be amended by Change Order. Unless otherwise specified in writing, Contractor shall achieve final completion within thirty (30) days of substantial completion.
- 1.13 *Date of Commencement* means the date designated in the Notice to Proceed that Contractor shall commence the Work.
- 1.14 *Day* means a calendar day, unless otherwise specifically stipulated.
- 1.15 *Drawings* mean the work product of the Architect/Engineer which depicts the location and quantity of elements of the Work.
- 1.16 *Final Completion* has the meaning assigned in the Owner-Contractor Agreement. Unless otherwise specified in writing, Contractor shall achieve final completion within thirty (30) days of substantial completion.
- 1.17 *Interim Change Authorization (ICA)* means an Owner generated document which authorizes the Contractor to proceed with changed work before acceptance of a CPE, when work must proceed in order to prevent damage to Work in place, to prevent significant delay in the Project Schedule or to maintain safety, or otherwise when determined to be in the interest of the Owner.
- 1.18 *Owner* means Williamson County acting through any duly authorized representative as provided in the Owner-Contractor Agreement.
- 1.19 *Owner's Designated Representative (ODR)* means the individual appointed or assigned by the Owner to be its on-site representative during the Project, to exercise certain power on behalf of the Owner and to undertake certain contract administration activities as specifically outlined in the Contract. The ODR is also referred to as the Project Manager (PM) and/or Resident Construction Manager (RCM).
- 1.20 *Project* means the Work as described by the Contract Documents.
- 1.21 *Samples* means the physical examples of materials, equipment or workmanship, that are representative of some portion of the Work and which establish standards by which the Work will be judged.
- 1.22 *Schedule of Values* means the detailed breakdown of the cost of the materials and labor necessary to accomplish the Work as described in the Contract Documents, submitted by Contractor for approval by Owner and Architect/Engineer.

- 1.23 *Shop Drawings* means the drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work.
- 1.24 *Site* means the geographical area at the location where the Work is to be performed.
- 1.25 *Special Conditions* means the documents containing terms and conditions, which relate to specific project and are peculiar to it. Special Conditions when used, are a part of the Contract Documents and supersede the Uniform General Conditions to the extent of conflict.
- 1.26 *Specifications* means the Architect'/Engineer's work product which establishes the quality of the products and processes to be used to produce the Work as provided by the Owner-Contractor Agreement.
- 1.27 *Subcontractor* means a person or organization who, as an independent contractor, contracts directly or indirectly with Contractor to perform part or all of the Contract between the Owner and the Contractor. The term does not include the Architect/Engineer.
- 1.28 *Substantial Completion* means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational, as evidenced by a Certificate of Substantial Completion approved by the Owner.
- 1.29 *Supplementary General Conditions* means the procedures and contract administration requirements that alter or expand upon matters covered in the Uniform General Conditions. Supplementary General Conditions, when used, are a part of the Contract Documents and supersede the Uniform General Conditions to the extent of conflict.
- 1.30 *Unit Price Work* means Work to be paid for on the basis of unit prices.
- 1.31 *Unilateral Change Order (ULCO)* means a Change Order issued by the Owner without the agreement of the Contractor.
- 1.32 *Work* means all labor, plant, materials, facilities, and all other things, including the construction and services necessary or incidental to fulfill Contractor's obligations for the Project in conformance with the Contract Documents.
- 1.33 *Substantial Completion Inspection* means an inspection conducted to determine that a project, or a portion thereof, is substantially complete as defined herein, and usable for its intended purposes. The Substantial Completion Inspection results in a Pre-Final Punchlist.
- 1.34 *Final Inspection* means an inspection conducted to determine that all deficiencies listed on the pre-final punchlist or subsequently have been corrected and that, depending on the outcome of the Final Inspection, it may be appropriate to release

retainage and/or make final payment.

- 1.35 The terms "bid", "bidder", or similar terms used in this document also mean "proposal", "proposer", or "respondent" as appropriate for the type of project for which these General Conditions are used.

Article II - General Laws Governing Construction

- 2.1 Compliance with Laws.** *In the execution of the Contract Documents and the Work, the Contractor shall comply with all applicable State and Federal laws, including but not limited to, laws governing labor, equal employment opportunity, safety, environmental protection and prevailing wage rates. The Contractor shall make himself familiar with and at all times shall observe and comply with all Federal, State and Local laws, ordinances and regulations which in any manner affect the conduct of the Work. The Contractor shall indemnify and save harmless Williamson County and its official representatives against any claim arising from violation of any such law, ordinance or regulation by himself, his subcontractors and his employees. Except where expressly required otherwise by applicable laws and regulations, neither Owner nor the Architect/Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations. Competent evidence of compliance with applicable laws shall be furnished.*

2.1.1 *The Contractor shall cooperate with city or other governmental officials at all times where their jurisdiction applies. The Contractor shall make application, pay all fees, and provide supporting documentation necessary to secure permits, which are required for the performance of the Contract Documents and the Work. Contractor has a continuing obligation throughout the term of the Contract to conduct his operations under duly issued permits and, in the event Contractor loses or has revoked a necessary permit, Contractor must take immediate steps to apply for and receive another permit.*

2.1.2 *Where the Underwriters' Laboratories have established standards and issued labels for a particular group, class, or type of equipment the Underwriters' label shall be required on all equipment in that category. The National Electric Code, International Mechanical Code and the International Plumbing Code (latest versions), shall be minimum requirements. Competent evidence of compliance with applicable codes shall be furnished.*

- 2.2 **State Sales and Use Taxes.** *The Owner qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of Chapter 151, Texas Tax Code. The Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.*
- 2.3 **Antitrust Claims.** *The Contractor hereby assigns to the Owner any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq.*
- 2.4 **Venue for Suits.** *The venue for any suit arising from this Project shall be in a court of competent jurisdiction in Williamson County, Texas.*
- 2.5 **Licensing of Trades.** *The Contractor shall comply with all applicable provisions of state law related to required licensing of skilled tradesmen, contractors, materialmen, suppliers and or laborers, as necessary to accomplish the Work.*
- 2.5.1 *In the event the Contractor or one of his Subcontractors loses his license for any reason during the term of performance of the Contract, the Contractor shall promptly notify the Owner or the ODR and hire or contract with a licensed provider of the service at no additional cost to the Owner.*
- 2.6 **Patents and Copyrights.** *The Contractor shall be responsible at all times for compliance with applicable patents or copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work.*
- 2.6.1 *Whether or not Owner has specified the use of a particular design, devise, material or process, the Contractor shall pay all royalties and license fees and shall provide, prior to commencement of the Work hereunder, and at all time during the performance of same, for the lawful use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with patentee, copyright holder or their duly authorized representative.*
- 2.6.2 *Contractor shall defend all suits or claims for infringement of any patent or copyright and shall save the Owner harmless from loss or liability, direct or indirect, arising with respect to the Contractor's process in the formulation of its bid or performance of the Work or otherwise arising in connection therewith. Owner reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright, in which event the Contractor shall indemnify and save harmless the Owner from all costs and expenses, including reasonable attorney's fees and judgments, arising from such defense.*

- 2.8 **Environmental Regulations.** *At all times, Contractor shall conduct its activities in compliance with applicable laws and regulations and other requirements of the Contract relating to the environment, and its protection. Contractor covenants to conduct its operations consistent with storm water run-off permit conditions. Contractor shall be responsible for any hazardous materials brought to the site by Contractor, Subcontractor, Suppliers or anyone else for whom Contractor is responsible. No hazardous materials shall be incorporated into the Work without prior approval of Owner.*
- 2.9 **Antiquities.** *Contractor shall take precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature shall be disturbed without written permission of Owner and the Texas Historical Commission. When such objects are uncovered unexpectedly, the Contractor shall stop all Work in close proximity and notify the ODR and the Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities, as defined in Chapter 191, Texas Natural Resource Code, discovered on the Owner's property shall remain property of the State of Texas, the Texas Historical Commission. If it is determined by Owner, in consultation with the Texas Historical Commission that exploration or excavation of primitive records or antiquities on Project Site is necessary to avoid loss, Contractor shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in the Contractor's cost of, or time required for, performance of the Work, Contractor may file with the ODR a Notice of Claim as provided in the Contract Documents.*
- 2.10 **Franchise Tax Status:** *The Contractor agrees to execute and provide to the Owner a Certification of Franchise Tax Payment, on a form approved by the Owner.*
- 2.11 **Tax payer and Vendor Account Information:** *The Contractor agrees to execute and provide to the Owner a Taxpayer and Vendor Account Information form as obtained from the Texas Comptroller of Public Accounts stating that the Contractor is in "Good Standing" and not on "Vendor Hold."*

Article III - Compliance with and Enforcement of Prevailing Wage Laws

- 3.1 **Duty to Pay Prevailing Wage Rates.** The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only. The Owner will not consider any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.
- 3.1.1 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker

commencing work on the contract the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished.

- 3.1.2 A copy of each worker wage rate notification shall be submitted to the ODR with the application for progress payment for the period during which the worker began on-site activities.

- 3.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with Chapter 2258, Texas Government Code. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the ODR and the Owner shall specify a wage rate for that skill or trade, which shall bind the Contractor.

- 3.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars (\$60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to §3.2. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

- 3.4 Complaints of Violations of Prevailing Wage Rates.

- 3.4.1 Owner's Determination of Good Cause. Within 31 days of receipt of information concerning a violation of Chapter 2258, Texas Government Code, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

- 3.4.2 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have 14 days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor

shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the 15th day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rev. Code. The parties to the arbitration have 10 days after the expiration of the 15 days referred to above, to agree on an arbitrator; if by the 11th day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

3.4.3 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in § 3.3 thereof and the amount owed the worker. The Owner may use any amounts retained under § 3.4.1 hereof to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

3.5 Prevailing Wage Retainage. Money retained pursuant to §3.4 shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of \$60.00 per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under §§3.4.2 and 3.4.3.

3.6 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from the procedures set forth in §3.4.

Article IV - Drawings and Specifications

4.1 Ownership of Drawings and Specifications. All Drawings, Specifications and copies thereof furnished by the Architect/Engineer are and shall remain the property of the Owner. They are not to be used on any other project by the Contractor and, with the exception of one contract set, are to be returned to the Owner, upon request, following completion of the Work.

4.2 Copies Furnished. The Contractor will be furnished free of charge the number of complete sets of the Contract Drawings and Specifications before on-site work

commences as provided in the Supplementary General Conditions or Special Conditions. Additional complete sets of Drawings and Specifications, if requested, will be furnished at reproduction cost to the one requesting such additional sets.

- 4.3 Interrelation of Documents. The Drawings depict the location and quantity of elements of the work. The specifications indicate quality. All documents are intended to be complimentary to produce the Work.

4.4 Resolution of Conflicts in Documents.

4.4.1 In the event of conflict between or among Drawings and Specifications, the better quality or greatest quantity shall prevail. In the event of conflict among provisions of Specifications, using the CSI format, what is called for in the division of the predominant discipline will govern inconsistent provisions found elsewhere.

4.4.2 In the event of conflict among the drawings, the large scale drawings prevail over the small scale drawings.

- 4.5 Contractor's Duty to Review Contract Documents. In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, the Contractor shall examine and compare: the Contract Documents; information furnished by the Owner; relevant field measurements made by the Contractor; and any visible conditions at the Site affecting the Work.

4.6 Discrepancies and Omissions in Drawings and Specifications.

4.6.1 If in the course of the performance of the obligations in § 4.5, the Contractor discovers any errors, omissions or inconsistencies in the Contract Documents, the Contractor shall promptly report them to the Owner and the Architect/Engineer. It is recognized, however, that the Contractor is not acting in the capacity of a licensed design professional, and that the Contractor's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations.

4.6.2 The Contractor has no liability for errors, omissions, or inconsistencies described in §§ 4.5 and 4.6.1 unless the Contractor knowingly failed to report a recognized problem to the Owner. If, however, the Contractor fails to perform the examination and reporting obligations of these provisions, the Contractor shall be responsible for any avoidable costs or direct damages.

4.6.3 The Contractor shall propose the most practical solution to resolve the conflict or omission requiring the minimum schedule and budget impact and furthering the best interest of the project. The Owner and Architect/Engineer shall evaluate the proposed solution and provide a response it to Contractor. If the solution prompts changes to the Contract Sum or Contract Time the contract may be adjusted pursuant to the

Contract Documents.

- 4.6.4 Owner makes no representations, express or implied, about the adequacy or accuracy of the drawing, specifications or other Construction Documents provided or their suitability for their intended use. Owner expressly disclaims any implied warranty that the Construction Documents are adequate, accurate or suitable for their intended use.

4.7 Other Information Provided to Contractor.

- 4.7.1 The Owner may provide Contractor with information, reports, pictures or other items which are not contained within the Contract Documents, but which Contractor should review and use pursuant to § 4.5.

4.8 Requirements for Record Documents

- 4.8.1 The Contractor shall maintain at the site one copy of all Drawings, Specifications, Addenda, approved Shop Drawings and Contract Modifications, and all project correspondence. The Contractor shall maintain Drawings and Specifications in good order and marked to record all changes made during construction. The Contractor shall keep on the site of Work a copy of the current and updated Contract Drawings and Specifications and shall at all times give the Owner or its representatives and agents access thereto.
- 4.8.2 Further, the Contractor shall maintain this record set of drawings and specifications which reflect the "As-Constructed" conditions and representations of the Work performed, whether it be directed by Addendum, Change Order or otherwise. All records prescribed herein shall be made available for reference and examination by the Owner and its representatives and agents.
- 4.8.3 The Contractor shall update the "As-Constructed" drawings and specifications monthly prior to submission of periodic partial pay estimates. Failure to maintain such records shall constitute cause for denial of a progress payment otherwise due.
- 4.8.4 Prior to requesting Substantial Completion Inspection by the Owner and Architect/Engineer, the Contractor shall furnish a complete set of the "mark-up" blue-line "As-Constructed" set maintained at the site and one photocopy of same. Concurrently with furnishing these record blue-line drawings, the Contractor shall also furnish a preliminary copy of each operating and maintenance manual (O&M) required by the contract documents, for review by the Architect/Engineer and the Owner.
- 4.8.5 Once determined acceptable, the Contractor shall provide photographic mylar prints of professionally drafted "As-Constructed" drawings, two sets of blue-line copies of the mylar "As-Constructed" drawings, two sets of operating and maintenance manuals, two sets of approved submittals, and other record documents as required elsewhere in the contract documents.

Article V - Construction Bonds

- 5.1 Performance and Payment Bonds. The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by Chapter 2253, Texas Government Code.
- 5.1.1 A Performance Bond is required if the Contract Price is in excess of \$100,000. The performance bond is solely for the protection of the Owner, in the full amount of the Contract and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.
 - 5.1.2 A Payment Bond is required if the Contract Price is in excess of \$25,000. A payment bond is payable to the Owner, in the full amount of the Contract and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.
 - 5.1.3 Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.
 - 5.1.4 For Construction Manager-at-Risk contracts, a Security Bond in the amount of 5% of the Construction Cost Limitation shall be provided to the Owner when the Agreement is executed. Payment and Performance Bonds, as required above, shall be furnished in the full amount of the Guaranteed Maximum Price (GMP) when the GMP is executed.
 - 5.1.5 Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner, and on the Owner's form. If any bond is for more than 10 percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Owner.
 - 5.1.6 Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.
- 5.2 The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Chapter 2253, Texas Government Code. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

- 5.3 Owner shall furnish certified copies of a payment bond and the related Contract to any qualified person seeking copies who complies with §2253.026, Texas Government Code.
- 5.4 Claims on Payment Bonds. Claims on payment bonds must be sent directly to the Contractor and his surety in accordance with § 2253.041, Texas Government Code. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such Contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or his surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.
- 5.5 Payment Claims when Payment Bond not Required. When the value of the Contract between the Owner and the Contractor is less than \$25,000.00, claimants and their rights are governed by Texas Property Code, §§ 53.231 – 53.239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.
- 5.6 Sureties shall be listed on the Department of the Treasury's Listing of Approved Sureties stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

Article VI - Insurance Requirements

6.1 Insurance Requirements.

- 6.1.1** *The Contractor shall carry insurance in the types and amounts indicated in this Article for the duration of the Contract, which shall include items owned by Owner in the care, custody and control of Contractor prior to, during construction and during the warranty period. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Contract, as proof of continuing coverage. Acceptance of the insurance policy declaration pages by the Owner shall not relieve or decrease the liability of the Contractor. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.*
- 6.1.2** *Unless otherwise provided for in Supplementary General Conditions, the Contractor shall provide and maintain, until the Work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.*

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
<i>Bodily Injury by Accident</i>	\$500,000 Ea. Accident
<i>Bodily Injury by Disease</i>	\$500,000 Ea. Employee
<i>Bodily Injury by Disease</i>	\$500,000 Policy Limit
c. Commercial General Liability, including coverage for the following:	
1) <i>Premises Operations</i>	Combined Single
2) <i>Independent Contractors</i>	Limit for Bodily
3) <i>Products/Completed Operations</i>	Injury and Property
4) <i>Personal Injury</i>	Damage of
	\$1,000,000
	per occurrence or
	its equivalent.
5) <i>Contractual Liability</i>	
6) <i>Explosion, Collapse, Underground</i>	
7) <i>Broad form property damage, to include fire legal liability</i>	
d. Business Automobile Liability owned/leased, owned, hired	Combined single limit for
	Non-Bodily Injury and
	Property Damage of
	\$1,000,000
	per occurrence or its
	equivalent
e. Owner's Protective Liability Insurance Policy, naming Williamson County, its employees, and the Architect/Engineer as insured with the following limits:	
<i>Bodily Injury</i>	\$1,000,000 Each Occurrence
	\$1,000,000 Aggregate
f. Builder's Risk Insurance	

An all risk policy, in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- 1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.***
- 2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.***

- g. Flood insurance when specified in Supplementary General Conditions or Special Conditions.***
- h. Umbrella coverage when specified in Supplementary General Conditions or Special Conditions.***

6.1.2.1 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this project

6.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the Owner."***

- b. *"It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Contract with the Owner."***
- c. *"The Owner, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under contract with the Owner." This is not applicable to the workers' compensation policy.***
- d. *"The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Owner."***

6.1.4 Workers' Compensation Insurance Coverage:

- a. Definitions:
 - (1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - (2) Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the Owner.
 - (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
 - (4) Persons providing services on the project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities

unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for

all of its employees providing services on the project, for the duration of the project;

- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the project; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificate of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

6.1.5 *If insurance policies are not written for the amounts specified in 6.1.2, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.*

6.2 *The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.*

6.3 *Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in 6.1.2.*

Article VII - General Responsibilities of Owner and Contractor

7.1 Owner's General Responsibilities.

- 7.1.1 The Owner is the entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number.
- 7.1.2 Preconstruction Conference. Prior to, or concurrent with, the issuance of Notice to Proceed, a conference will be held attended by the Owner, Contractor, Architect/Engineer and Subcontractors, as appropriate, to establish a working understanding among the parties as to the Work, the operational conditions at the project site, and general administration of the project, including communications, schedules, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, maintaining required records and all other matters of importance to the administration of the Project and effective communications on Site.
- 7.1.3 Owner's Designated Representative. Prior to the start of construction, Owner shall designate in writing the Owner's Designated Representative (ODR), who shall have express authority to act and bind the Owner to the extent and for the purposes described in the various Articles of the Contract, including responsibilities for general administration of the Contract. Unless otherwise specifically provided for, the ODR is the single point of contact between the Owner and Contractor. Notice to the ODR, unless otherwise noted, constitutes notice to the Owner under the Contract.
- 7.1.4 The Owner shall furnish all surveys describing the physical characteristics, legal description and limitations, site utility locations and other information under the Owner's control to the Contractor. Necessary actions of the Owner, including processing of payments to the Contractor, shall be accomplished with reasonable promptness. The Owner shall pay for all routine testing of materials agreed by the Owner and the Architect/Engineer to be required by the Contract Documents, except when for retesting of materials failing the initial test is required, in which instance the cost of reinspection will be paid for by the Contractor; provided, however, any special testing which is specifically required in the scope of work and listed in a technical section of the specifications shall be paid by the Contractor.
- 7.1.5 Owner supplied materials and information. Information, equipment or services under the Owner's control shall be furnished by the Owner to the Contractor with reasonable promptness to avoid delay in orderly progress of the work.
- 7.1.6 Availability of Lands. Owner shall furnish, as indicated in the Contract Documents, all required rights to use the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for use by Contractor. Owner shall identify any encumbrances or restrictions specifically related to use of

lands so furnished with which Contractor will have to comply. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Contract Documents. If Owner fails to furnish these lands, rights of way or easements in a timely manner, Contractor may make a change order claim pursuant to the Contract Documents.

- 7.1.7 The foregoing listing is in addition to the specific duties and authority of Owner and the ODR found in the Contract Documents.

7.2 Limitation on Owner's and ODR's Duties. *Owner and ODR will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, technologies, sequences or procedures of construction or the safety precautions and programs incident thereto. Owner and ODR are not responsible for any failure of Contractor to comply with laws and regulations applicable to furnishing or performing the Work. Owner and ODR are not responsible for the failure of Contractor to perform or furnish the work in accordance with the Contract Documents. Owner and ODR are not responsible for the acts or omissions of Contractor, or of any Subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.*

7.3 Role of Architect/Engineer.

7.3.1 In General. *Unless otherwise provided for in the Contract Documents, the Architect/Engineer will perform the duties of the Architect/Engineer as described in this Contract during construction and until final payment, including advising the ODR on matters where assistance is needed. The assignment of any authority, duties or responsibilities to the Architect/Engineer under the Contract Documents, or under any agreement between Owner and Architect/Engineer, or any performance thereof by Architect/Engineer is for the exclusive benefit of Owner and not for the benefit of Contractor, any Subcontractors, suppliers or their respective employees or sureties.*

7.3.2 *The Architect/Engineer has the authority to act on behalf of the Owner to the extent provided for in the Contract Documents, unless otherwise modified by written instrument which will be furnished to the Contractor. The Architect/Engineer will advise and consult with the Owner, and the Owner's instructions to the Contractor will generally be issued through the Architect/Engineer, except that the Owner reserves the right on occasions, as deemed appropriate by the Owner, to issue instructions directly to the Contractor through the ODR.*

7.3.2.1. *All written communications between the Owner, Contractor, and the Architect/Engineer concerned with the construction of the Project shall be furnished to the Owner (central office), the Owner's Resident Construction Manager (ODR) and on-site Construction Inspector, the*

Architect/Engineer, and the Contractor by the party originating the communication.

7.3.2.2. All oral directives to the Contractor shall be given through the Owner's Construction Inspector or Resident Construction Manager (ODR) and promptly confirmed in writing.

7.3.3 All instructions affecting the Contract Sum, Contract Time or contract interpretation, shall be confirmed expeditiously in writing with copies furnished to the Architect/Engineer, the ODR and the Contractor by the party issuing the instruction. No instruction affecting the Architect/Engineer's design liability shall be issued without the Architect/Engineer's prior written consent.

7.3.4 The Owner and the Architect/Engineer with the Owner's consent shall interpret Contract requirements and have the authority to recommend to Owner to reject work performed by the Contractor which, in the opinion of the Owner or the Architect/Engineer, does not meet the requirements of the Contract Documents. Architect/Engineer shall communicate with the ODR upon discovery of non-compliant Work and shall provide a recommendation upon request for review by the ODR. The ODR shall order in writing such work removed and replaced in accordance with the Contract Documents.

7.3.5 Visits of Site. Architect/Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Architect/Engineer deems necessary or as provided in Architect/Engineer's contract with Owner, in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Architect/Engineer will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, unless otherwise noted. The Architect/Engineer's efforts will be directed toward providing the Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, Architect/Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work. Architect/Engineer visits and on-site observations are subject to all the limitations on Architect/Engineer's authority and responsibility set forth in § 7.4.

7.3.6 Clarifications and Interpretations. Architect/Engineer may determine that written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) are necessary. Such written clarifications or interpretations will be

consistent with the intent of and reasonably inferable from the Contract Documents, will be issued with reasonable promptness to the Contractor as Architect's Supplemental Instruction (ASI). If Owner or Contractor believes that a written clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Time, Owner and Contractor may make a change order claim therefore as provided in the Contract Documents.

7.3.7 *The duties listed above are in addition to other duties, responsibilities and actions to be undertaken by Architect/Engineer as specified in other Articles of the Contract.*

7.4 **Limitations on Architect/Engineer Authority.** *Architect/Engineer will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. Architect/Engineer is not responsible for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performing the Work. Architect/Engineer is not responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents. Architect/Engineer is not responsible for the acts or omissions of Contractor, or of any Subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.*

7.5 **Contractor's General Responsibilities.**

7.5.1 *The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall supervise and direct the Work using the best skill and attention to assure that each element of the work conforms to the contract requirements. The Contractor shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions of the Work under the Contract. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.*

7.5.1.1 *The Contractor shall provide project administration in accordance with provisions of Division 1 Specifications and as outlined in the Pre-Construction Conference.*

7.5.2 **Contractor's Superintendent.** *The Contractor shall employ a competent resident superintendent who shall be in attendance at the Project Site during the progress of the Work. The superintendent shall be satisfactory to the Owner, and shall not be changed except with the written approval of the Owner unless he leaves the employment of the Contractor. The superintendent shall represent the Contractor at the Site and shall have full authority to act on behalf of the Contractor including, but not limited to, signature authority for progress payments and change orders. All communications given to the superintendent shall be binding on*

Contractor. All oral communications affecting Contract Time, Contract Sum and contract interpretation will be confirmed in writing to Owner.

- 7.5.3 Labor.** Contractor shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- 7.5.4 Services, Materials, and Equipment.** Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work. The Contractor shall provide, without extra charge, all incidental items required as a part of the Work, even though not particularly specified or indicated in the Contract.
- 7.5.5 No Substitutions Without Approval.** The Contractor may make substitutions only with the consent of the Owner, after evaluation and recommendation by the Architect/Engineer and in accordance with a Change Order. If the Contractor has good reason for objecting to the use of a material, appliance, or method of construction as shown or specified, it shall register its objections with the Architect/Engineer in writing, sending a copy to the Owner; otherwise, it shall proceed with the work with the understanding that a satisfactory job is required.
- 7.5.6 Documents and Samples at the Site.** The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, addenda, Change Orders and other modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Samples and similar required submittals. These shall be available to the Architect/Engineer and shall be delivered to the Architect/Engineer for submittal to the Owner upon completion of the Work or Contractor's request for Substantial Completion Inspection.
- 7.5.7** Should Work be identified by either the Architect/Engineer and/or the ODR as not being in compliance with the Contract Documents, the ODR shall communicate the finding to Contractor and such Work shall be corrected by the Contractor at its expense. The approval of Work by either the Architect/Engineer or ODR does not relieve the Contractor from compliance with all requirements of the Contract Documents where such requirements are not judged at the time of observation of the Work due to work sequences by the Contractor or the lack of time to judge the performance characteristics of the particular Work item.

7.5.8 Subcontractors. Contractor shall not employ any Subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom Owner may have reasonable objection. Owner will communicate such objections in writing. If a rejection causes a change to the Contract Sum, Contractor may file a contractor-initiated Type I change claim as provided in the Contract Documents. Contractor shall not be required to employ any Subcontractor, supplier or other person or organization to furnish any of the work to whom Contractor has reasonable objection. Contractor will not substitute Subcontractors without the approval of Owner.

7.5.8.1 Contractor shall enter into written agreements with all Subcontractors and suppliers which specifically bind the Subcontractors and suppliers to the terms and conditions of the Contract Documents for the benefit of the Owner and the Architect/Engineer.

7.5.8.2 Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Contractor shall require all Subcontractors, suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner through Contractor.

7.5.8.3 The Contractor shall furnish to the Owner a copy of each first-tier subcontract promptly after it has been executed. The Contractor agrees that the Owner has no obligation to review or approve the content of such contracts and that providing the Owner such copies shall in no way relieve the Contractor of any of the terms and conditions of the Contract, including, without limitation, any provisions of the Contract which require the subcontractor to be bound to the Contractor in the same manner in which the Contractor is bound to the Owner.

7.5.9 Continuing the Work. Contractor shall carry on the Work and adhere to the progress schedule during all disputes, disagreements or alternative resolution processes with Owner. No Work shall be delayed or postponed pending resolution of any disputes, disagreements or processes, except as Owner and Contractor may agree in writing.

7.5.10 Signage. All construction signage, including, but not limited to, that appearing on tower cranes and other construction equipment located at the Project site, shall be subject to the prior written approval of Owner. The Contractor recognizes that all signage may be disallowed, in Owner's sole discretion and that existing signage or advertising on construction equipment, field offices, trailers,

construction fences, etc., may be required to be masked or deleted, all or not cost or expense to Owner.

7.5.11 **Confidentiality.** *Contractor shall treat all information relating to the Project and all information supplied to the Contractor by Owner or Architect as confidential and proprietary information of Owner and shall not permit its release to other parties or make any public announcement or publicity releases without Owner's written authorization unless required to do so by applicable law. The Contractor shall also require Subcontractors and vendors to comply with this requirement.*

7.5.12 **Cleaning.** *The Contractor shall at all times keep the Site and the Work clean and free from accumulation of waste materials or rubbish caused by the construction activities under the Contract. Upon completion of the Project, and prior to the final inspection, the Contractor shall have the Work in a neat and clean condition.*

7.5.13 **Acts and Omissions of Contractor, his Subcontractors and employees.** *The Contractor shall be responsible for acts and omissions of his employees and his subcontractors, their agents and employees. The Owner may, in writing, require the Contractor to remove from the work any of its or its subcontractor's employees that the Owner's representative finds to be careless, incompetent or otherwise objectionable.*

7.5.14 **Indemnification of Owner.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS OWNER, ITS AFFILIATED ENTERPRISES, REPRESENTATIVES OF OWNER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, TRUSTEES, PARTNERS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF SERVICES, OR PROVISION OF GOODS, BY CONTRACTOR PURSUANT TO THIS CONTRACT, OR ANY PART THEREOF, WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS

AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW.

7.5.15 Indemnity for Patent and Copyright infringement.

CONTRACTOR SHALL PROTECT AND INDEMNIFY OWNER FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE SERVICES PERFORMED OR GOODS PROVIDED HEREUNDER OR THE USE BY CONTRACTOR, OR BY OWNER AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, OWNER SHALL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF OWNER'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, OWNER AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

7.5.15.1 *The provisions of this Indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.*

7.5.15.2 *Contractor shall promptly advise the Owner in writing of any claim or demand against the Owner or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract.*

7.5.16 *The duties listed above are in addition to the duties, responsibilities an activities to be undertaken by Contractor as specified throughout the Articles of the Contract.*

7.5.17 The Contractor will operate and maintain operations areas and associated storage areas at the site of the Work in accordance with the following:

7.5.17.1 All Contractor operations, including storage of materials and employee parking upon the site of work, shall be confined to areas designated by the Owner.

7.5.17.2 The Contractor may erect temporary buildings at its expense, which shall remain its property. The Contractor shall remove such buildings and associated utilities service lines upon completion of the Work, unless the Contractor

requests and the Owner provides written consent that it may abandon such buildings and utilities in place.

- 7.5.17.3 The Contractor will use only established roadways or construct and use such temporary roadways as may be authorized by the Owner. Load limits of vehicles shall not exceed the limits prescribed by appropriate regulations or law. The Contractor will provide protection to road surfaces, curbs, sidewalks, trees, shrubbery, sprinkler systems, drainage structures and other like existing improvements to prevent damage, and any damage thereto shall be repaired by and at the expense of the Contractor.
- 7.5.18 The Owner may restrict the Contractor's entry to the site to specifically assigned entrances and routes.
- 7.5.19 The Contractor shall at all times keep construction areas, including storage areas used by it, free from the accumulation of water, waste materials or rubbish during performance of the work. During the period of construction, and not less frequently than once a week, the Contractor shall remove from the site any and all waste materials, rubbish and trash, and shall dispose of such waste materials, rubbish and trash off the property of the Owner. Prior to the Contractor's requested date for a pre-final inspection, the Contractor shall remove any and all remaining equipment from the site and shall leave the premises in a clean, neat and workmanlike condition satisfactory to the Owner.
- 7.5.20 The Contractor shall pay all royalties and license fees, and defend all suits or claims for infringement of any patent rights and shall save the Owner and its representatives harmless from loss on account thereof.

Article VIII - Additional Contractor Responsibilities when the Owner Awards Separate Contracts

8.1 Separate Contracts. The Owner reserves the right to award other contracts in connection with other portions of the Project under these or similar contract conditions. The Owner reserves the right to perform operations related to the Project with Owner's own forces. Each separate contractor shall undertake to indemnify the Owner as set forth in the Contract Documents.

8.1.1 When separate contracts are awarded for different portions of the Project, "the Contractor" in the Contract Documents in each case shall be the Contractor who signs each separate Contract. This Contractor shall cooperate with the separate contractors and Owner's own forces. This Contractor shall properly connect and coordinate its work with the work of the separate contractors as defined in these Contract Documents. If any part of this Contractor's work depends for proper execution or proper results on the work of any of the separate contractors, this Contractor shall inspect and promptly report in writing to the ODR any visually apparent discrepancies or defects found in such other work that

render it unsuitable for such proper execution and results. Failure of this Contractor to so inspect and report the visually apparent discrepancies or defects shall constitute an acceptance of the separate contractor's work as fit and proper to receive the Contractor's Work, except as to defects which may develop in the separate contractor's work after the execution of this Contractor's work.

- 8.1.2** *Should this Contractor cause delay or damage to the Work or property of any separate contractor on the Project, this Contractor shall, upon due written notice, endeavor to settle with the separate contractor by agreement. If such separate contractor does not settle with this Contractor, the Owner shall initiate a Dispute Resolution process and each party to the dispute shall be financially accountable for any damages or loss based on their proportionate fault determined by the Dispute Resolution process.*
- 8.1.3** *This Contractor shall afford the Owner, the Architect/Engineer, the separate contractors and Owner's own forces, as necessary, with the reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work.*
- 8.1.4** *The Owner reserves the right to make essential installations which are pertinent to the early use of the building or project. Within this right the Owner may let other contracts or may do such work with its own labor forces and materials. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or supplier, or by Owner's employees. The Contractor shall cooperate to the end that the Owner may realize complete functioning of the building or project on the day of substantial completion.*
- 8.2** *The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of this Contractor, who shall cooperate with them. This Contractor shall participate with other separate contractors and the Owner in reviewing the respective construction schedules, when directed to do so. This Contractor shall make any revisions to his construction schedule as necessary, after receiving Owner's instructions.*
- 8.3** *The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction by the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction by a separate contractor. Contractor may make claim for such amounts as outlined in the Contract Documents.*

Article IX - The Contractor's Responsibility for Jobsite Safety

- 9.1** Unless otherwise specified in the Specifications, Contract Documents, or

Supplementary General Conditions, Contractor shall be responsible for initiating, maintaining, and supervising, and enforcing all safety precautions and programs in connection with the Work. It shall be the duty and responsibility of the Contractor and all of its Subcontractors to be familiar and comply with all requirements of Public Law 91-596, 29 U.S.C. § 651 et. seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto, and to enforce and comply with all of the provisions of the Act. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection.

9.1.1 Contractor shall notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them or their facilities, and shall cooperate with them in the protection, removal, relocation and replacement of their facilities and/or utilities.

9.2 In any emergency affecting the safety of persons or property, the Contractor shall act reasonably to prevent threatened damage, injury or loss. Contractor shall give the ODR and Architect/Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from Contract Documents have been caused by its emergency response. Any additional compensation or extension of time claimed by the Contractor resulting from emergency work shall be considered in accordance with the Contract Documents.

9.2.1 Authorized agents of Contractor shall respond immediately to call out at anytime of day or night when circumstances warrant the presence of Contractor to protect the Work or adjacent property from damage, restriction or limitation or to take such action pertaining to the Work as may be necessary to provide for the safety of the public. Should Contractor fail to respond, Owner is authorized to direct other forces to take action as necessary and Owner may deduct any cost of remedial action from the funds due the Contractor under the Contract.

9.3 In the event of an incident or accident involving outside medical care or a lost time injury to an individual on or near the Work, Contractor shall notify the ODR as soon as possible within 24 hours of the event. Contractor shall record the location of the event, the circumstances surrounding the event, by using photography or other means, and shall gather witness statements and other documentation which describes the event. Contractor shall supply the ODR and Architect/Engineer with a set of incident investigation documents no later than 36 hours after the occurrence of the event. In the event of a catastrophic incident (one fatality or three workers hospitalized), the scene of the incident shall be barricaded and left intact until all investigations are completed.

Contractor shall be responsible for coordinating the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in connection with laws and regulations.

9.4 Environmental Safety and Control. Upon encountering any previously unknown potentially hazardous waste material, or other materials potentially contaminated by hazardous material waste, the Contractor shall immediately stop work in and secure the affected area, and notify the ODR. All subcontracts shall expressly bind subcontractors to the same duty. On receiving such notice, the ODR shall promptly engage qualified experts to make such investigations and conduct such tests as may be reasonably necessary to determine the existence or extent of any environmental hazard. As soon as possible upon completion of this investigation, the ODR shall issue a written report to the Contractor identifying the material or materials found and indicating any necessary steps to be taken to treat, handle, transport or dispose of the material. The Owner may hire third-party contractors to perform any or all such steps. Should compliance with the ODR's instructions result in an increase in the Contractor's cost of performance, or delay the Work, an adjustment in the contract price or time may be claimed by the Contractor pursuant to the Contract Documents. The Contractor shall fully indemnify, save and hold harmless the Owner of and from any costs, losses, damages or liabilities resulting from its failure, of the failure of its subcontractors, to comply strictly with these provisions.

9.4.1 Contractor shall be responsible for coordinating the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in connection with laws and regulations.

9.5 Trenching safety precautions, applicable only if the project requires excavation which exceeds a depth of five feet, shall comply with the following:

9.5.1 The Contractor will submit a trenching plan to the Owner within fifteen (15) days after bid opening. The plan will be approved and sealed by a professional engineer registered in the State of Texas and employed by the Contractor. Said engineer cannot be anyone who is employed on this project by the Owner or the Owner's Architect or Engineer. Receipt of the plan is prerequisite to award of a contract. Failure to submit a plan as required will result in forfeiture of the bid bond.

9.5.2 The Contractor shall indemnify and hold harmless the Owner and its employees and agents, including the Owner's Architect and Engineer, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgments, and claims by anyone for injury or death of persons resulting from the collapse or failure of trenches constructed under this contract. **THE CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY PROVISION APPLIES EVEN IF THE COLLAPSE OR FAILURE IS PARTLY CAUSED BY THE OWNER'S NEGLIGENCE INCLUDING WITHOUT LIMITATION THE OWNER'S NEGLIGENT ACTS OR OMISSIONS IN FAILING TO PROVIDE ADEQUATELY FOR TRENCH SAFETY. SUCH NEGLIGENT ACTS OR OMISSIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, INSPECTIONS, FAILURE TO ISSUE STOP WORK ORDERS, AND THE HIRING OF THE CONTRACTOR.**

Article X - Materials and Workmanship; Licensing and Testing

- 10.1 Materials and Workmanship. The Contractor warrants and guarantees that all Work shall be executed in a good and workmanlike manner in accordance with the Contract Documents, complete in all parts and in accordance with approved practices and customs. Unless otherwise specified, all materials and equipment incorporated into the Work under the Contract shall be new.
- 10.2 Contractor's Warranty of Workmanship.
- 10.2.1 Limits on Warranty. Contractor's Warranty and guarantee hereunder excludes defects or damage caused by:
- a. ***Abuse, modification or improper maintenance or operation by persons other than Contractor, Subcontractors, suppliers or any other individual or entity for whom Contractor is responsible, or***
 - b. Normal wear and tear under normal usage.
- 10.2.2 Events Not Affecting Warranty. Contractor's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
- a. Observations by Owner and/or Architect/Engineer;
 - b. Recommendation to pay any progress or final payment of Architect/Engineer;
 - c. The issuance of a certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;
 - d. Use or occupancy of the Work or any part thereof by Owner;
 - e. Any acceptance by Owner or any failure to do so;
 - f. Any review of a Shop Drawing or sample submittal; or
 - g. Any inspection, test or approval by others.

10.3 **Routine Testing.** *If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to be inspected, tested or approved, the Contractor shall give the Owner and the Architect/Engineer timely notice of its readiness and of the date arranged so the Architect/Engineer may observe such inspection, testing or approval. Should the material or work fail to comply with the requirements of the Contract Documents, the Contractor shall bear all costs of the testing, inspection or approval as well as the cost of replacement of unsatisfactory material or Work as provided by the Contract Documents; otherwise, the Owner shall bear such costs and an appropriate change order shall be issued.*

10.3.1 *The costs of routine testing shall be borne by the Owner, but the Contractor shall be responsible for the cost of material tested. When directed by the Owner, demonstration of a material's compliance with the specifications shall be made by one of the following:*

- a. *Manufacturer's certificate of compliance.*
- b. *Mill certificate.*
- c. *Testing laboratory certification.*
- d. *Report of actual laboratory test from the Owner's laboratory or from a laboratory satisfactory to the Owner. Samples tested shall be selected by or in the presence of the Owner and the method of testing shall comply with the professional societies' standard specifications.*

10.3.2 *Materials incorporated into the Project may be subject to routine tests as specified or as deemed necessary by the ODR or the Architect/Engineer required to insure their compliance with the specifications. Materials to be tested may include, but are not limited to, the following:*

- a. *Concrete - Primary mix design, slump tests and cylinder compression tests.*
- b. *Steel - Tensile tests.*
- c. *Welds - Field inspection and X-ray equipment.*
- d. *Soils - Subsoil investigation, physical analysis and compaction tests.*
- e. *Pavement - Physical analysis and compaction tests.*
- f. *Roofing - Samples cut from in-place roof.*

Any other basic materials for which standard laboratory test procedures have been established may also be included if doubt as to their quality should arise. Any testing, as described, will be done at the discretion of the Owner who will bear all costs. The Contractor shall be held responsible for providing samples of sufficient size for test purposes and for cooperating with the Owner or his representative in obtaining and preparing samples for tests. All tests will be in accordance with standard test procedures and will be performed by a laboratory selected by the Owner. Results of all tests will be provided to the Owner, Architect/Engineer and the Contractor.

10.3.2.1 *Not included in tests provided by the Owner are:*

- a. Any test of basic material or fabricated equipment offered as a substitute for a specified item on which a test may be required in order to prove its compliance with the Specifications, which testing shall be paid for by Contractor.*
- b. Routine or preliminary tests on mechanical systems required to insure their proper installation and operation, prior to final testing and balancing, and any other requirements described in other contract documents or specifications, shall be paid for by Contractor. Final testing and balancing shall be paid for by the Owner.*

10.3.3 *Should any of the routine tests indicate that a material does not comply with the job requirements, the burden of proof of compliance shall be with the Contractor, subject to the following conditions:*

- a. Contractor may select the laboratory for further testing, but selection must be approved by the Owner.*
- b. Quality and nature of tests will be determined by the Owner.*
- c. All tests shall be taken in the presence of the Owner or ODR.*
- d. If tests prove that the material complies with specifications, the laboratory fees will be paid by the Owner. If noncompliance is proved, laboratory fees will be paid by the Contractor.*
- e. Proof of noncompliance will make the Contractor liable for any corrective action which the Owner feels is prudent, including complete removal and replacement of defective material.*

10.3.3.1. All subsequent tests on original or replaced materials conducted as a result of prior failure will be paid by the Contractor.

10.3.4 Special Testing. The Owner or the Architect/Engineer may require special inspection, testing or approval of material or Work in addition to that which may be specified for compliance with requirements of the Contract Documents. Upon direction by the Owner and the Architect/Engineer for additional special testing, the Contractor shall promptly arrange for such special testing, inspection or approval procedure. The costs of special testing shall be at Owner's expense, except if the materials fail, Contractor shall pay the expense; provided, however, that the entire cost of any additional testing, whether routine or special, required because of failure of a prior test shall be borne by the Contractor.

10.4 If any Work (or the work of others) that is to be inspected, tested or approved is covered by Contractor without providing the Owner an opportunity to review based on written notification as set forth in the Contract Documents, or if any Work is covered contrary to the written request of Owner or Architect/Engineer or as specifically indicated elsewhere in the contract documents, the covered work must, if requested by Owner, be uncovered and recovered at Contractor's expense, except as set forth in the Contract Documents.

10.5 Contractor's Testing. Nothing contained herein is intended to imply that the Contractor does not have the right to have tests performed on any material at any time for his own information and job control so long as the Owner is not charged for costs or forced to rely upon such tests when appraising quality of materials. Any modification of, or elaboration on, these test procedures which may be included for specific materials under their respective specification sections shall take precedence over these procedures and all testing required in the technical specification sections shall be the responsibility of the Contractor to coordinate and pay for.

Article XI – Shop Drawings and Submittals

11.1 Contractor's Submittals. The Contractor shall submit, with reasonable promptness consistent with the Project Schedule and in orderly sequence, all Shop Drawings, Samples or other information required by the Contract Documents, or subsequently required by the Architect/Engineer as governed by Change Orders. The Contractor shall review each submittal for compliance with Contract Documents and shall certify that it has done so by stamp, or otherwise, affixed to each copy thereof. Submittal data presented without such the Contractor certification will be returned without review or other comment, and any delay resulting therefrom will be the Contractor's responsibility.

11.1.1 The Contractor shall, within twenty (20) calendar days after receipt of the Notice to Proceed, submit to the Owner through the Architect/Engineer four (4) copies of a submittal schedule, listing all items that shall be furnished,

for review and approval by the Owner and/or the Architect/ Engineer. The schedule shall also list all items that are to be reviewed and approved by the Contractor.

11.1.2 Such submittal schedules shall list, among other things, shop drawings, manufacturer's literature, certificates of compliance, materials samples, materials colors, guarantees, etc.

11.1.3 *The submittal schedules shall indicate the type of item, contract requirements reference, the Contractor's scheduled dates for submitting the above and like items and the projected need dates for approval answers from the Owner or the Architect/Engineer and the projected or actual dates for procurement. This schedule shall show a minimum of thirty (30) calendar days after receipt for review and approval by the Owner and Architect/Engineer, and if resubmittal is required an additional fifteen (15) days will be allowed for approval after receipt. The Contractor will revise and/or update this schedule as appropriate, and submit same with each payment estimate.*

11.1.4 The submittal schedule shall be coordinated with the Work Progress Schedule for all the Work. The Contractor shall revise and/or update both schedules monthly to insure consistency and current project data. Four (4) copies of such updated schedules shall be provided to the Owner concurrent with each application for progress payment.

11.1.5 *Shop Drawings, Samples or other required information shall be properly identified, as specified or as the Owner and/or the Architect/Engineer may require. At the time of submission, the Contractor shall inform the Owner and the Architect/Engineer in writing of any deviation in the Shop Drawings or Samples from the requirements of the Contract Documents.*

11.1.6 *By submitting Shop Drawings, Samples or other required information, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and of the Contract Documents and he shall so certify as required by § 11.1.*

11.2 **Nature and Effect of Review.** *The Architect/Engineer and the Owner, if required by Supplementary General Conditions, will review and approve all submittals with reasonable promptness, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. Such approval will be indicated in writing. The approval of a separate item shall not indicate approval of an assembly in which the item functions. The approval of the Shop Drawings or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Owner and the*

Architect/Engineer in writing of such deviation at the time of submission and the Owner or the Architect/Engineer has not objected to the specified deviation. The approval shall not relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or Samples.

- 11.3 **Correction and Resubmission.** *The Contractor shall make any corrections required to a submittal and shall resubmit the required number of corrected copies of the submittals promptly so as to avoid delay, until approved. The Contractor shall direct attention in writing to the Architect/Engineer and the Owner when required, to any new revisions other than the corrections requested on previous submissions.*
- 11.4 **Limits on Shop Drawing Approvals.** *No Work requiring a Shop Drawing or Sample submission shall be commenced until the submission has been approved. All such work shall be in accordance with approved Shop Drawings and Samples. Approval of Shop Drawings and Samples is not authorization to Contractor to perform extra work or changed work unless the procedures of the Contract Documents are followed. The Architect/Engineer's and Owner's approval, if necessary, does not relieve Contractor from responsibility for defects in the Work resulting from errors or omissions of any kind on the approved Shop Drawing or Sample.*
- 11.5 *The Owner may establish routine review procedures and schedules for submittals at the preconstruction conference.*
- 11.6 **Intent of Contract Documents.** *It is not the intent of the Specifications or Contract Documents to limit materials, equipment or fixtures to the product of any particular manufacturer. Where definite materials, equipment and/or fixtures have been specified by name, manufacturer or catalog number, it has been done to set a definite standard and a reference for comparison as to quality, application, physical conformity, and other characteristics. It is the Owner's or Architect/Engineer's intention to not discriminate against or prevent any dealer, jobber or manufacturer from furnishing materials, equipment, and/or fixtures which meet or exceed the characteristics of the specified items. Substitution of materials shall not be made without prior written approval from the Architect/Engineer and Owner.*
- 11.6.1 *The Owner shall be the final judge of whether a proposed substitution meets the required characteristics of a specified item and such decisions of the Owner shall be final and conclusive.*
- 11.7 **Unauthorized Substitutions at Contractor's Risk.** *All proposed substitution of materials, equipment or fixtures shall be presented through the submittal process. The Contractor shall be financially responsible for any additional costs or delays resulting from using materials, equipment or fixtures other than those specified, and shall reimburse the Owner for any increased design or contract administration costs resulting from such unauthorized substitutions.*

Article XII - Inspection of the Project During Construction

12.1 Contractor Quality Control. Contractor is responsible for controlling the quality of the work as set forth in the Contract Documents.

12.2 Owner Quality Assurance.

12.2.1 The Owner and the Architect/Engineer and/or other Owner agents and consultants will make periodic visits to the site to familiarize themselves with the progress and quality of the Work, conduct inspections and tests and to determine if the Work is proceeding in accordance with the Contract Documents. The Contractor shall provide sufficient, safe and proper facilities at all reasonable times for observation and/or inspection of the Work by the authorized representatives of the Owner.

12.2.2 The Contractor shall not cover up any work with finishing materials or other building components prior to providing the Owner an opportunity to perform an inspection of the work by the Owner or its authorized representatives for review of the installation. Should corrections of the work be required for approval, cover up shall be delayed until another inspection can be made and approval is indicated.

12.2.3 The Contractor shall be responsible for providing notification of at least five (5) working days or as mutually agreed, to the Owner of the anticipated need for a cover up inspection. Should the Owner fail to respond to the requested inspection within the five (5) working day period, or as mutually agreed, the Contractor may proceed with the particular cover up work identified in the notification. The five (5) working day notice requirement shall not be reduced or waived by the Owner's ability to respond in less time.

12.3. Condemnation and Removal of Defective Work.

12.3.1 The ODR and the Architect/Engineer has the authority to reject and condemn Work, which does not meet the requirements of the Contract and to order such work removed and replaced in accordance with paragraph 12.3.2 hereof. The approval of a work item by the ODR does not relieve the Contractor from compliance with the Contract Documents where such requirements are not judged at the time of observation of the Work due to work sequences by the Contractor or the lack of time to judge the performance characteristics of the particular work item, or where the particular work item is part of a system that has not been fully completed and reviewed for overall operation.

12.3.2 The Owner's Designated Representatives (ODR) and the Architect/Engineer shall interpret the Contract requirements and shall be the final judge of the acceptability of the Work under the Contract Documents. If any materials or Work furnished under this Contract are condemned or rejected by the Owner or the Architect/Engineer, the Contractor shall, after notice from the Owner or the Architect/Engineer, proceed to remove materials, whether worked or unworked, and to take down all portions of the Work condemned. Contractor shall make good

all Work damaged or destroyed by the removal and replacement process.

- 12.3.2.1 The Contractor shall, without charge or assessment against any contract contingency or allowance, replace any material or correct any workmanship found by the Owner or Architect/Engineer not to conform to the contract requirements, unless in the public interest the Owner consents in writing to accept such material or workmanship with an appropriate adjustment in the contract price. The Contractor shall promptly correct all Work rejected by the Owner or Architect/Engineer as defective or as failing to conform to the Contract Documents whether observed before or after the Date of Substantial Completion or final inspection and acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work. The costs of such corrective work shall also include reimbursement by the Contractor to the Owner of the amount of the fee to be paid by the Owner to the Architect/Engineer for the extra services of the Architect/Engineer in performing its responsibilities to the Owner relative to such corrective work.
 - 12.3.2.2 If the Contractor does not promptly complete the work, replace rejected material or correct rejected workmanship, the Owner may, 1) by separate contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or 2) terminate the Contractor's employment in accordance the Contract Documents.
 - 12.3.2.3 If any portion of the Work is concealed by subsequent work without notification to the Owner as set forth in 12.2.3 contrary to the instructions of the Owner or Architect/Engineer or to the requirements specifically expressed in the Contract Documents, it must be uncovered for observation and recovered at the Contractor's expense.
 - 12.3.2.4 If any other portion of the Work has been covered which the Owner or Architect/Engineer has not specifically requested or is not specifically indicated elsewhere in the Contract Documents to observe prior to being covered, either may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and recovering shall, by appropriate Change Order, be charged to the Owner. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs including the amount of fee to be paid by the Owner to the Architect/Engineer for extra services related to such non-complying work.
- 12.3.3 Upon notice of condemnation, the Contractor may request to prove to Owner and the Architect/Engineer, at Contractor's sole cost, that the

Work should be accepted because it meets performance, and other relevant standards. The Contractor shall have ten (10) working days from receipt of the notice to present documentation to prove compliance. Owner shall respond to Contractor's showing of proof in writing within fifteen (15) working days of receipt of Contractor's documentation.

Article XIII – Contract Payments

13.1 Schedule of Values. Within twenty (20) days of Notice to Proceed under the Contract, the Contractor shall submit to the ODR and the Architect/Engineer for approval a Schedule of Values, accurately itemizing material and labor for the various classifications of the Work. The approved Schedule of Values will be used as the basis for the progress payments under the Contract.

13.1.1 No progress payments will be made prior to receipt and approval of the breakdown, which shall be in such detail as may be required by the Owner. The breakdown shall be submitted to the Architect and Owner not less than twenty (20) days prior to the first request for payment, and this shall be a condition precedent to the processing of the first payment. The breakdown shall follow the trade divisions of the specifications along with provision for general conditions costs, fees, contingencies, and allowances so that the sum of the items will equal the contract price. Each item shall be assigned labor or material values, or both, the subtotal thereof equaling the value of the work in place when completed.

13.1.2 The Contractor shall retain in its files a copy of all worksheets used in preparation of its bid, supported by a notarized statement that the worksheets are true and complete copies of the documents used to prepare the bid. The worksheets shall be made available to the Owner for verification at the time that Contract Documents are being executed and thereafter the Contractor shall grant the Owner during normal business hours access to said notarized copy of worksheets from time to time and at any time during the period commencing upon execution of the Contract and ending one year after final payment.

13.2 Progress Payments. Periodic progress payments will be made to the Contractor for Work performed, and materials in place or suitably stored and protected on sites or as otherwise agreed to by the Owner and the Contractor. Payment shall not become due until receipt by the ODR or his designee of a correct and complete Pay Application, certified by the Architect Engineer pursuant to this Article. Progress payments are made provisionally and do not constitute acceptance of work not in accordance with the Contract Documents. Progress payments for Change Order work will not be accepted for payment until Change Order is executed by Contractor.

13.2.1 Preliminary Pay Worksheet. Once each month, the Contractor may submit to the Architect Engineer and the ODR a complete, clean copy of a Preliminary Pay Worksheet, which shall attach the following:

- 1) The Contractor's estimate of the amount of Work performed, labor furnished and materials incorporated into the Work, using the approved Schedule of Values; and

- 2) A schedule update as specified, HUB Subcontracting Plan Reports, an updated Submittal Schedule, invoices for stored materials and other supporting documentation, and such additional documentation as Owner may require and as specified in the Supplementary General Conditions of the Contract, Special conditions, or Planning and Scheduling Specification.

13.2.2 Contractor's Periodic Invoice. As soon as practicable, but in no event later than seven days after receipt of the Preliminary Pay Worksheet, the Architect/Engineer and ODR shall meet with the Contractor to review the Preliminary Pay Worksheet and to observe the condition of the Work. On the basis of this review, the ODR and the AE may require modifications to the Preliminary Pay Worksheet prior to the submittal of a Periodic Invoice, and shall promptly notify the Contractor of revisions necessary for approval. As soon as practicable, but in no event later than seven days following the Preliminary Pay Worksheet Periodic review meeting, the Contractor shall submit a Periodic Invoice reflecting the required modifications to the AE, and attaching all additional documentation required by the ODR and AE, as well as his affidavit swearing or affirming that all payrolls, bills for labor, materials, equipment, subcontracted work or other indebtedness connected with the Contractor's Periodic Invoice (Application for Payment) have been paid or will be paid within the time specified in Chapter 2251, Government Code. No Periodic Invoice shall be complete unless it fully reflects all required modifications, and attaches all required documentation including the Contractor's affidavit.

13.2.3 Certification by AE. As soon as practicable, but in no event later than five days following the AE's receipt of the Contractor's Periodic Invoice (Application for Payment), the Architect/Engineer shall review the same for completeness, and shall forward the Periodic Invoice (Application for Payment) to the ODR, with a copy to the Contractor, together with the AE's certification that the application is complete and payable, or that it is incomplete, stating in particular what is missing. If the Periodic Invoice is incomplete, the Contractor shall make the required corrections and resubmit the Periodic Invoice for processing in accordance with this §13.2.3. Upon receipt of such a Periodic Invoice and affidavit certified by the Architect/Engineer, the Owner shall make final review and process the payment through established administrative procedures.

13.3 Owner's Duty to Pay. The Owner shall have no duty to pay the Contractor except on receipt by the ODR of (1) a complete Periodic Invoice certified by the AE.

13.3.1 Bulk materials must be approved by the Owner in accordance with the contract submission requirements before payment. Payment for stored materials shall be limited to 85% of the invoice price or 85% of the scheduled value for the materials, whichever is less. Bulk materials are eligible for full payment only after they have been incorporated into the Work.

13.4 Subcontractor Affidavits. All payment requests shall be accompanied by sworn

affidavit of Contractor listing all subcontractors and material suppliers, the amounts due each and the amounts to be paid out of said progress payment to each of them and by unconditional lien waivers releasing all liens and lien rights with respect to Work for which Owner has made payment under a prior progress payment request in a form satisfactory to Owner from Contractor and all its subcontractors and material suppliers with contracts in excess of \$5,000.00. When Contractor submits its request for payment of retainage, Contractor shall submit all bills paid affidavits and conditional final lien waivers fully releasing all liens and lien rights with respect to the Work in a form satisfactory to Owner from Contractor and all its subcontractors and material suppliers with contracts in excess of \$5,000.00. Such Application for Payment shall be certified as correct by Contractor. Each Application for Payment shall also be accompanied by such other affidavits, certificates, information, data and schedules as Owner may reasonably require. The Owner is not required to make any payment to Contractor to the extent reasonably necessary to protect Owner, if Contractor has not supplied all items required by the Agreement.

13.5 Right of Owner to Contact Subcontractors. The Owner shall have the right at all times to contact the Contractor's subcontractors and suppliers to ensure that the same are being paid by the Contractor for labor, materials, or both furnished for or in connection with the Contractor's Work. Contractor will receive the payments made by Owner and will hold such payments as a trust fund to be applied first to the payment of any parties furnishing labor, materials, equipment or services for the Work and Contractor will so apply the payments within seven (7) days after receipt from Owner before using any part thereof for any other purpose. Progress payments may, in the discretion of Owner, be made in the form of checks payable jointly to Contractor and such parties for such amounts as Contractor agrees are due. If Contractor shall fail to pay promptly when due, for all labor, materials, equipment and services and materials furnished in connection with the performance of the Work, Owner may, after seven (7) days written notice to Contractor and such amounts are not disputed by Contractor within said seven (7) day period, pay the amount of such liabilities and recover the amount from Contractor or deduct such amount from any monies due or to become due Contractor. The Owner may offset against any sums due the Contractor hereunder the amount of any obligations of the Contractor to Owner, whether or not said obligations arise out of this Agreement.

13.6 Retainage. The Owner shall withhold from each progress payment, as retainage, five percent (5%) of the total earned amount. Retainage so withheld shall be managed in conformance with Subchapter B, Chapter 2252, Texas Government Code.

13.4.1 Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least sixty-five percent (65%) of the total Contract Price.

13.7 Reduction to Cover Loss. The Owner may reduce any Periodic Invoice prior to payment to the extent necessary to protect the Owner from loss on account of actions of the Contractor, including, but not limited to:

a. Defective work not remedied;

- b. Damage to work of a separate contractor;
 - c. Failure to maintain scheduled progress or reasonable evidence that the work will not be completed within the contract time;
 - d. Failure to comply with the requirements of Texas Government Code Chapter 2258 (Prevailing Wage Law); or
 - e. For Contracts with a value of less than \$25,000 for which no payment bond is posted, receipt of written notice by the Owner of unpaid bills, filed in conformance with §53.232, Texas Property Code. Any funds so withheld shall be released to the Contractor if he furnishes a bond for release of lien as provided in §53.236, Texas Property Code.
 - f. Persistent failure to carry out the work in accordance with the Contract Documents.
 - g. Reasonable evidence that the work cannot be completed for the remainder of the contract sum.
 - h. Assessment of fines for violations of Prevailing Wage Rate laws
 - i. Failure to include the appropriate amount of retainage for that periodic payment.
- 13.8 Title to all material and Work covered by progress payments transfers to the Owner upon payment. Transfer of title to Owner does not relieve the Contractor of the sole responsibility for the care and protection of materials and work upon which payments have been made, or the restoration of any damaged work, or waive the right of the Owner to require the fulfillment of all the terms of the Contract.
- 13.9 Progress payments to the Contractor shall not release the Contractor or his surety from any obligations under this Contract.
- 13.10 Upon the Owner's request, manifest proof of the status of Subcontractor's accounts shall be furnished in a form acceptable to the Owner.
- 13.11 Pay estimate certificates must be signed by a corporate officer or a representative duly authorized by the Contractor.
- 13.12 The Contractor, in requesting payment for materials, shall provide copies of bills of lading, invoices, delivery receipts or other evidence of the location and value of such materials.
- 13.13 For purposes of Texas Government Code §2251.021 (a)(2), the date the performance of service is completed is the date when the Owner's representative approves the application for payment.
- 13.12 Off-Site Storage: With prior approval by the Owner and in the event Contractor elects to store materials at an off-site location, he shall abide by the following conditions.

- 13.12.1 Materials shall be stored in a BONDED COMMERCIAL Warehouse.
- 13.12.2 The Contractor shall provide separate Insurance Coverage adequate not only to cover materials while in storage, but also in transit from the off-site storage areas to the project site. Copies of duly authenticated Certificates of Insurance, made out to insure WILLIAMSON COUNTY, must be filed with the Owner's representative.
- 13.12.3 Inspection by Owner's representative is allowed at any time. The Owner's Inspectors must be satisfied with the security, control, maintenance, and preservation measures.
- 13.12.4 Materials for this project are physically separated and marked for the project in a sectioned-off area. Only materials which have been approved through the submittal process are to be stored in the area.
- 13.12.5 Owner reserves the right to reject materials at any time prior to final acceptance of the complete Contract if they do not meet Drawings and Specifications requirements regardless of any previous progress payment made.
- 13.12.6 With each monthly payment estimate, the Contractor shall submit a report to the ODR, Architect/Engineer, and Inspector listing the quantities of materials already paid for still stored in the off-site location.
- 13.12.7 Warehouse records, receipts and invoices shall be made available to Owner's representatives, upon request, to verify the quantities and their disposition.
- 13.12.8 In the event of Contract termination or default by Contractor, the items in storage off-site, upon which payment has been made, will be promptly turned over to Owner or Owner's agents at a location near the jobsite as directed by the ODR.
- 13.12.9 the full provisions of PERFORMANCE AND PAYMENT BONDS on this project shall cover the materials off-site in every respect as though they were stored on the Project Site.

Article XIV - Closing Inspections

- 14.1 Substantial Completion Inspection. When the Contractor considers the entire Work or part thereof Substantially Complete, the Contractor shall inspect the Work, or designated portion thereof, for compliance with the Contract Documents and notify the ODR and the Architect/Engineer in writing that the Work will be ready for Substantial Completion Inspection on a date certain. The Contractor shall include with this notice a copy of its updated inspection list marked to indicate corrected items plus a list of items to be completed or corrected prior to final inspection which the Contractor recognizes exist but believes do not prevent the Work or part thereof from being substantially complete, and shall request a substantial completion

inspection for the Work or designated portion thereof. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Architect / Engineer and the Owner will review the Contractor's list of items and either will schedule the requested inspection or will inform the Contractor in writing that such an inspection would be premature because the Work is not sufficiently advanced or that conditions are not as represented on the Contractor's list.

14.1.1 Prior to the substantial completion inspection, the Contractor shall furnish to the Owner a copy of the As-Built blue line prints and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications or parts for all installed equipment, systems and like items. If the Contractor does not furnish these requirements and the Owner must of necessity otherwise obtain this information and data, the costs for obtaining it will be deducted from payments otherwise due the Contractor. The substantial completion inspection will be jointly conducted by the Architect/Engineer, the Owner, the User, and the Contractor.

14.1.2 On the date indicated by Contractor, or as soon thereafter as is practicable, the ODR, the Architect/Engineer, and the Contractor shall inspect the work and if the ODR and the Architect/Engineer determines that the Work is Substantially Complete a Certificate of Substantial Completion shall be issued by the ODR for certification by the Owner, Architect/Engineer and Contractor, fixing the date of Substantial Completion. The Architect/Engineer will provide with this certificate a list of items to be completed prior to final inspection (the Pre-Final Punchlist). This list may include additional items not included on the Contractor's list, which are deemed necessary by the Architect/Engineer or by the Owner to correct or complete prior to Final Inspection.

14.2 Final Inspection The Contractor shall fully complete the list of items listed on the Prefinal Punchlist prior to Final Inspection. Unless otherwise specified in Special Conditions, or otherwise agreed in writing by the parties, the Contractor shall complete this work within 30 days of the certified date of Substantial Completion. When the Contractor has completed the Prefinal Punchlist, he shall give written notice to the ODR and Architect/Engineer that the Work will be ready for Final Inspection on a date certain. This notice shall be accompanied by a copy of the Contractor's updated Punchlist indicating resolution of all items. On this date, or as soon thereafter as is practicable, the ODR, the Architect/Engineer and the Contractor shall inspect the Work and the Architect/Engineer shall submit to the Contractor a list of items which the Owner and the Architect/Engineer have determined to require correction or completion before the Work will be accepted by the Owner (the Final Punchlist).

14.3 The Contractor shall correct or complete all items on the Final Punchlist before Acceptance and Final Payment. Unless otherwise specified in Special Conditions, or otherwise agreed in writing by the parties, the Contractor shall complete this work within 7 days of receiving the Final Punchlist. Upon completion of the Final Punchlist, the Contractor shall notify the Architect/Engineer and ODR in writing stating the disposition of each punchlist item, and the Architect/Engineer and Owner shall

promptly inspect the completed items. When the Final Punchlist has been completed, and the Contract is fully performed according to the Contract Documents, and is acceptable to the Owner, the ODR Architect shall issue a certificate fixing the date of Final Completion. Final Completion of all work shall be a condition precedent to the Contractor's right to receive Final Payment.

- 14.4 Annotation. Any Certificate issued under this Article may be annotated to indicate that it is not applicable to specified portions of the Work, or that it is subject to any limitation as determined by the Owner.
- 14.5 Purpose of Inspection. Inspection by the Owner and Architect/Engineer is for the purpose of determining the completion of the Work, and does not relieve the Contractor of its overall responsibility for completing the Work in a good and workmanlike fashion, in compliance with the Contract Documents. Failure of the Owner or Architect/Engineer to identify Work that is not in compliance with the Contract Documents, or which is defective in operation or workmanship, or acceptance of the Work with punchlist items left incomplete, does not constitute a waiver of such a defect or of the Owner's rights under the Contract Documents or relieve the Contractor of its warranties contained in the Contract Documents.
- 14.6 Additional Inspections.
- 14.6.1 If on the basis of the Substantial Completion Inspection, the ODR or the Architect/Engineer determines that the Work is not Substantially Complete, the ODR or the Architect/Engineer shall give the Contractor written notice thereof, and shall inform the Contractor what Work was found to be incomplete, out of compliance with the Contract Documents, or defective in operation or workmanship, and setting a time in which incomplete or defective work is to be completed. The Contractor shall complete or correct all work so designated prior to requesting a second Substantial Completion Inspection.
- 14.6.2 If on the basis of the Final Inspection, the ODR or the Architect/Engineer determines that the Work is not complete according to the Contract Documents, or that the Work required by the Prefinal Punchlist had not been performed, the ODR or the Architect/Engineer shall give the Contractor written notice thereof, and shall inform the Contractor what Work was found to be incomplete, out of compliance with the Contract Documents or defective in operation or workmanship, and setting a time in which incomplete or defective work is to be completed. The Contractor shall complete or correct all Work so designated prior to requesting a second Final Inspection.
- 14.6.3 This Agreement contemplates three inspections only: the Substantial Completion Inspection, the Final Completion Inspection, and the Inspection of Completed Final Punchlist Items. The cost to the Owner of any and all additional inspections deemed necessary by the ODR or Architect/Engineer because the Work was not ready for one or more of these inspections shall be borne by the Contractor, and the Owner may issue a Unilateral Change Order deducting these costs from Final Payment. Upon the Contractor's written request, the Owner shall furnish

documentation of all costs so deducted. Work added to the Contract by Change Order after Final Inspection shall not be considered as corrective work for purposes of determining timely completion or assessing the cost of additional inspections.

- 14.7 Phased Completion. The Special Conditions may provide, or other project conditions may warrant, as determined by the ODR, that designated elements or parts of the Work shall or may be completed in phases. Where phased completion is required or specifically agreed to by the parties, the provisions of the Contract Documents concerning Closing Inspections and Early Occupancy shall apply independently to each designated element or part of the project. For all other purposes, unless otherwise agreed by the parties in writing, Substantial Completion of the Work as a whole shall be the date on which the last element or part of the Work to be completed is certified as Substantially Complete, and Final Completion of the Work as a whole shall be the date on which the last element or part of the Work to be completed is certified as Finally Complete.

Article XV - Early Occupancy

- 15.1 Right of Occupancy. The Owner may occupy or use all or any portion of the Work following Substantial Completion, or at any earlier stage of completion, provided that such occupancy or use is consented to by any and all insurers of the Work. Should the Owner wish to use or occupy the Work, or part thereof, prior to substantial completion, the ODR shall so notify the Contractor in writing. Work performed on the premises by third parties on the Owner's behalf does not constitute occupation or use of the Work by the Owner for purposes of this Article.
- 15.2 Occupancy of Substantially Completed Work. If the Owner wishes to occupy all or part of the Work that has been Substantially Completed it shall so notify the Contractor and the Architect Engineer prior to the Substantial Completion Inspection, and the ODR shall annotate the Certificate of Substantial Completion to set out, pursuant to the Contract Documents or the parties' written agreement, the responsibilities of the Owner and the Contractor for maintenance, heat, utilities, operation of permanent equipment, and insurance. The Certificate of Substantial Completion shall be submitted to the Architect/Engineer and Contractor for their written acceptance of the responsibilities assigned to each of them in such Certificate. The accepted Certificate shall not constitute a change in Contract Time which can only be modified by an agreed Change Order.
- 15.3 Occupancy of Work Prior to Substantial Completion.
- 15.3.1. Notice and Early Occupancy Proposal. If the Owner determines that substantial hardship will result if it is unable to occupy some portion of the Work prior to substantial completion, it shall so inform the Architect/Engineer and the Contractor no less than 30 days before the date the Owner wishes to occupy the Work, and designate those portions of the Work to be occupied and the uses to be made of the occupied premises. As soon as practicable, but not less than five working days after receiving this notice, the Contractor shall make the designated portions of the Work available to the Architect/Engineer and the Owner for

observation. The Architect/ Engineer and the Owner shall observe the Work jointly with the Contractor. As soon as practicable, but not later than the third day next following the date of the inspection, the ODR or the Architect/Engineer shall prepare and submit to the Contractor an Early Occupancy Proposal, specifying any Work that must be completed or corrected as well as any operation and maintenance manuals or other documentation necessary for the Work to be occupied by the Owner and used for the purposes designated by the Owner in its notice, and setting out the division of responsibility between the Owner and the Contractor for utilities, security, maintenance, insurance and liability for damage to the Work or damage arising from the condition of the Work. The Early Occupancy Proposal shall also specify whether the area to be occupied must be Substantially Complete before occupation, and shall specify the date for Substantial Completion of the Work to be occupied if other than the date previously specified by the Contract Documents.

- 15.3.2. Administration as Change Order. The Early Occupancy Proposal shall be administered as an Interim Change Authorization pursuant to the provisions of the Contract Documents, except that the Contractor shall submit a CPE as soon as possible, but not later than the seventh day next following receipt of the Early Occupancy Proposal. All cost adjustment, including any increased costs of insurance, related to the Early Occupancy Proposal, shall be stated in the CPE; any such relief not so requested shall be deemed waived. If the Early Occupancy Proposal requires early Substantial Completion, the Contractor shall be entitled to an equitable cost adjustment for acceleration and impact costs, to be submitted pursuant to the provisions of the Contract Documents concerning Type II Changes. If an early completion date is not required, the Contractor shall submit any claim for time extension as a Type I change in the Work and Interim Change Authorization. If by the date designated by the Owner as the proposed date of occupancy, the ODR and Contractor have not reached an agreement concerning adjustment of time or cost, or the division of responsibility for the occupied portions of the Work, the ODR may issue a ULCO.
- 15.3.3. Project Completion Administration with Early Occupancy. Where under the provisions of this Article the Contract Time is modified for any part of the Work due to early occupancy, then the provisions of the Contract Documents regarding additional inspections shall apply. All required documentation shall be furnished by the Contractor to the ODR on or before the date of occupation by the Owner.
- 15.3.4. Nonwaiver of Timely Completion. Early occupancy of any portion of the Work does not waive the Contractor's duty to complete the remaining Work within the Contract Time as specified by the Contract Documents or as subsequently modified by Change Order.

Article XVI - Contract Final Acceptance and Payment

- 16.1 Request for Final Payment. At any time following the completion of all work, including all substantial completion punch list items, cleanup, and the delivery of record

documents, the Contractor shall submit a certified Application for Final Payment, including all sums held as retainage, to the Architect/Engineer and the ODR for their review and approval.

- 16.2 Final Payment Documentation. The Contractor shall submit, prior to or with the Application for Final Payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, record documents and all other items required by the Contract Documents. The Contractor shall also submit Consent of Surety to Final Payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. The Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Contract. The Owner is entitled to rely upon this affidavit; the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.
- 16.3 Architect/Engineer Approval. The Architect /Engineer shall review a submitted Application for Final Payment promptly but in no event later than ten (10) days after its receipt. Prior to the expiration of this deadline, Architect/Engineer shall either: 1) return the Application for Final Payment to Contractor with corrections for action and resubmission; 2) accept it, note his approval and send to Owner.
- 16.4 Offsets and Deductions: The Owner may deduct from the Final Payment all sums due from the Contractor for any reason, all deductions authorized by the Contract Documents, and as Liquidated Damages. If the Certificate of Final Completion notes any Work remaining incomplete or defects not remedied, the Owner may deduct the reasonable cost of remedying such deficiencies from the Final Payment. If such deductions are made, the Owner shall identify each deduction made and the reason for each deduction, and furnish the Contractor with an explanation of the deduction and the amount deducted on or by the 21st day after Owner's receipt of an approved, or deemed approved Application for Final Payment.
- 16.5 Final Payment Due. Final Payment shall become due and payable by Owner, subject to all allowable offsets and deductions, on the 31st day next following Owner's approval of the Application for Payment. If the Contractor disputes any amount deducted by the Owner, the Contractor shall give notice of the dispute on or before the thirtieth day next following receipt of Final Payment; failure to do so will bar any subsequent claim for payment of amounts deducted.
- 16.6 Effect of Final Payment: Final Payment shall constitute a waiver of all claims by the Owner, relating to the condition of the Work except those arising from (1) faulty or defective Work appearing after Substantial Completion (latent defects); (2) failure of the Work to comply with the requirements of the Contract Documents; (3) terms of any warranties required by the Contract Documents or implied by law, and (4) claims arising from personal injury or property damage to third parties. Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for Final Payment.

Provided, however, that the Contract shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

Article XVII - Contract Warranty and Guarantee

- 17.1 Contractor's General Warranty and Guarantee. Contractor warrants to the Owner that all Work shall be executed in accordance with the Contract Documents, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new. The Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract Documents, and to accept a reduction in the Contract Price for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, however, the Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute and is not waived by any inspection or observation by the Owner, Architect/Engineer or others, by making any progress payment or final payment, except as provided in §16.6, by the use or occupancy of the Work or any portion thereof by the Owner, at any time, or by any repair or correction of such defect made by the Owner.
- 17.2 Warranty Period. Except as otherwise specified, the Contractor shall repair all defects in materials, equipment or workmanship appearing within one year from the date of Substantial Completion of the Work as a whole if such date establishes the beginning of the period of Owner occupancy and/or use of the Work, otherwise this warranty begins upon final completion and acceptance of the Work. Upon receipt of written notice from the Owner or the facility user, normally represented by the Physical Plant of the component institution, of the discovery of any defects, the Contractor shall promptly and at its own cost remedy the defects and replace any property damaged therefrom and shall promptly provide written notice to both the Owner and the campus Physical Plant indicating action taken to resolve the defect. In case of emergency where delay would cause serious risk of loss or damage to the Owner, or if the Contractor, after notice, fails to proceed promptly and remedy within 30 days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty and guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred.
- 17.3 Separate Warranties. Where a particular piece of equipment or component of the work for which a separate warranty is required under the Contract Documents is placed in continuous service before Substantial Completion, the date of service commencement shall be certified by the ODR and/or Architect/ Engineer and the Warranty Period for that equipment or component shall run from the date so certified. In addition to the Contractor's warranty and duty to repair, as set forth in the Contract Documents, the Contractor expressly assumes all warranty obligations required under the Contract Documents for specific building components, systems and equipment. The Contractor may satisfy any such obligation by obtaining and assigning to the Owner a complying warranty from a manufacturer, supplier, or subcontractor. Where an assigned warranty is tendered and accepted by the Owner which does not fully comply with the requirements of the Contract Documents, the Contractor shall remain liable to the Owner on all elements of the required warranty

that are not provided by the assigned warranty.

17.4 Certification of No Asbestos Containing Materials or Work

17.4.1 The Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.

17.4.2 The Contractor shall provide at Substantial completion, a notarized certification to the Owner and the Architect that no asbestos containing materials or work was provided, installed, furnished or added to the project.

17.4.3 The Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, materialmen, subcontractors, or their assigns, comply with this requirement.

17.4.4 The Contractor shall insure compliance with the following act – Texas Asbestos Health Protection Act (TAHPA – 25 TAC 195) from all of his subcontractors and assigns as listed in item 17.4.3 above. All materials used on this project shall be certified as non Asbestos Containing building Materials (ACBM).

17.4.4.1 Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on this project.

17.4.4.2 The Contractor shall provide to the extent deemed necessary for compliance by the State, data sheets and/or labels as proof of compliance.

17.4.4.3 The Contractor shall provide a notarized certification that no ACBM's were used.

Article XVIII - Concealed Site Conditions

18.1 The Contractor is responsible for having visited the Site and having ascertained pertinent local conditions such as location, accessibility, and general character of the Site or building, the character and extent of existing Work within and adjacent to the Site, and any other Work being performed thereon at the time of the submission of its proposal. Any failure to do so will not relieve it from responsibility for successfully performing the Work without additional expense to the Owner.

18.2 If, in the performance of the Contract, subsurface, latent or concealed conditions at the Site are found to be materially different from the information included in the bid documents, or if unknown conditions of an unusual nature are discovered differing materially from the conditions usually inherent in Work of the character shown and specified, the Contractor shall notify the Architect/Engineer and the Owner in writing of such conditions before proceeding with the Work. If necessary, the Architect/Engineer and/or the Owner shall develop a solution and provide it to Contractor. If the solution prompts changes to the Contract Amount and/or Time, the

Contract shall be adjusted as provided by the Contract Documents.

- 18.3 The Owner makes no representations as to the accuracy or completeness of the site information furnished to the Contractor by Owner and does not expressly or implicitly warrant same and is not responsible for any interpretations or conclusions reached by the Contractor with respect thereto. It is Contractor's sole responsibility to verify to its own satisfaction all site information, including but not restricted to topographical data, borings, subsurface information, utilities and easements and to account for all reasonably anticipated costs in their proposal for construction.

Article XIX - Change Orders

- 19.1 Change Order Defined. A Change Order is a written modification of the Contract between the Owner and the Contractor, signed by the Owner, the Contractor and the Architect/Engineer.
- 19.2 Effect of Change Order. A Change Order authorizes a change in the Scope of the Work or an adjustment in the Contract Sum or the Contract Time. Work performed under a Change Order is subject to all provisions of the Contract Documents.
- 19.2.1 Contingency Allowance: The Construction Contingency Allowance is controlled solely by the Owner and is in addition to any cost allowance provided for under the various sections. Expenditures from the Contingency Allowance must be made by Change Order issued by the ODR or the Architect/Engineer and approved by the Owner. Expenditures from the Construction Contingency Allowance do not alter the total Contract Price. Any unused portion of the Contingency Allowance will be deducted from the final payment.
- 19.3 Modifications for which a Change Order is Required. All changes in the scope of the Work, the Contract Sum and/or the Contract Time shall be documented by a Change Order. Change Orders are the exclusive method for modifying the Contract Sum or Contract Time. Neither the Architect/Engineer, nor the ODR or any other party may change the scope of the Work, the Contract Sum or the Contract Time by any method, expressed or implied, other than a Change Order.
- 19.3.1 Any direction, instruction, interpretation, or determination from the Architect/Engineer or Owner shall not be considered for a Change Order under this clause unless the Contractor gives the Owner written notice within fifteen (15) days requesting a change order and stating the date, circumstances, and source of the directive.
- 19.4 Agreed and Unilateral Change Orders. A Change Order may be either an Agreed Change Order or a Unilateral Change Order.
- 19.4.1 Agreed Change Orders. An Agreed Change Order is a Change Order jointly executed by the Owner and the Contractor, in which each agrees to all of the terms of the amendment.
- 19.4.2 Effect of An Agreed Change Order. The execution of a Agreed Change Order by the ODR and the Contractor constitutes the full, final and

complete settlement of all claims with regard to the modifications contained in the Change Order; provided however, that an Agreed Change Order may be reformed by a written modification signed by the Contractor and the ODR, for the limited purpose of correcting an error in computation.

- 19.4.3 Unilateral Change Order (ULCO). A Unilateral Change Order is a Change Order issued by the Owner without the agreement of the Contractor.
- 19.4.4 Effect of a Unilateral Change Order; conversion to an Agreed Change Order. The issuance of a ULCO does not prejudice any of the Contractor's rights to relief otherwise available under the Contract Documents. The Contractor may preserve such rights by submitting to the Owner and the Architect/Engineer a written objection to the ULCO setting forth in detail the reasons for its objections and the contract provisions on which the objection is based within 30 days of receipt of the ULCO. If the Contractor does not submit a written objection within that time, Contractor shall be deemed to have accepted the terms of the ULCO and waived all claims related to the ULCO and the ULCO shall have the full force and effect of an Agreed Change Order.
- 19.5 Who May Request Change Orders. Change Order Requests may be initiated by the Owner or by the Contractor as provided in the Contract Documents.
- 19.6 Type I Change Orders. A Type I Change Order adjusts the Contract Sum and/or Contract Time because of an actual or constructive change in the scope or character of the Work, which originates from the Owner or Architect/Engineer. Type I Change Orders are initiated in one of two ways:
 - 19.6.1 Owner-Initiated Changes. The Owner, without invalidating the Contract and without approval of the Surety, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions.
 - 19.6.2 Contractor-Initiated Changes. If the Contractor claims that it will incur additional cost or time because of any writing containing a written interpretation of the Contract Documents, or instruction concerning the execution of the Work, issued by the Owner or the Architect/Engineer, and constituting a constructive change in the scope or character of the Work, the Contractor may request a Change Order pursuant to this Article and, if appropriate, a Time Extension Request as provided by the Contract Documents.
 - 19.6.3 Commencement of Work. The Contractor shall not commence work on a Type I change work prior to receipt of a Change Authorization, or a Interim Change Authorization, as set out in the Contract Documents.
- 19.7 Type II (Claim) Change Orders A Type II Change Order adjusts the Contract Sum or Contract Time because of a change in the conditions of performance of the Work

that changes the cost or time required for performance without changing the scope of the Work to be performed under the Contract Documents and which are not otherwise resolved as a Type I change. The Contractor may request a Type II Change Order for damages under the following circumstances only:

- a. The occurrence of excusable delays as designated in the Contract Documents;
- b. Reasonably unanticipated and unknown physical conditions at the Site which the Architect/Engineer addresses by means of changes in the Drawings and Specifications, or unanticipated conditions at the Site;
- c. The existence of material errors, omissions and imperfections in the design documents which the Architect/Engineer corrects by means of changes in the Drawings and Specifications;
- d. The failure of the Owner or the Architect/Engineer to take timely actions required under the Contract Documents or to provide information required by the Contractor to proceed with the Work;
- e. The failure of the Owner to provide reasonable access to the Site;
- f. The failure of the Owner to timely provide materials which are to be furnished by the Owner under the Contract Documents; and

19.8 Contractor's Risk of Performance. Except as expressly provided in the Contract Documents, the Contractor shall not be entitled to an increase in the Contract Sum or the Contract Time and shall bear full responsibility for all risks affecting the Contractor's cost of performance.

Article XX - Administration of Change Order Requests

20.1 Requests For Changes.

20.1.1 Time Extension Requests. All relief related to excusable delays shall be governed by the provisions regarding Modification of Contract Time, and any time extension granted shall be made pursuant to that Article. A single Change Order may be issued, adjusting both Contract Time and Contract Sum, where both arise from the same claim.

20.1.2 Requests for Cost Adjustment. All requests for adjustment in the Contract Sum shall be made as follows:

20.1.2.1. Type I Change Orders.

Owner-initiated Changes. When the Owner wishes to order changes in the Work, the ODR or the Architect/Engineer shall submit to the Contractor a Change Order Request (COR), consisting of a description of the request, including such Drawings and Specifications as are reasonably necessary to inform the Contractor of the nature of the change. Within 30

days of receipt of the Owner's COR, the Contractor shall submit a Change Order Proposal Evaluation (CPE) to the ODR and the Architect/Engineer, stating that the proposed change is a no-cost change, or proposing an adjustment in the Contract Sum, as provided under "Pricing Change Order Work." Following resolution of impact of cost and/or time for the change, the ODR or the Architect/Engineer shall issue and the Contractor shall execute a Change Order documenting the change in scope of the Work. The Owner may process formal Change Orders that accumulate several separate change actions.

Contractor-initiated Changes. When the Contractor considers that any written instruction or interpretation of the Contract Documents issued by the Owner or the Architect/Engineer constitutes a change in the Work affecting the Contract Sum, the Contractor shall so notify the Owner and Architect/Engineer in writing as soon as possible, but not later than 15 days after receipt of the instruction or interpretation, and shall submit a CPE to the ODR and Architect/Engineer as soon as possible thereafter, but not later than 30 days after issuance of the notice. The Contractor's failure to meet either of these time requirements shall constitute waiver of any and all claims related to such instruction, interpretation, or notice. This CPE shall contain a proposal for an adjustment in the Contract Sum. The CPE shall be accompanied by a copy of the writing containing the instruction or interpretation, evidence of the date Contractor received the writing and an explanation of how the writing creates the need for a change under terms of the contract.

20.1.2.2 Type II Change Orders.

Notice of Claim. If the Contractor claims that additional cost or time is involved because of the occurrence of one or more of the circumstances allowing a Type II change order, the Contractor shall give the ODR and the Architect/Engineer written notice of its intent to submit a claim and shall proceed immediately to document all increased costs or time delays actually incurred as a result. Such notice shall be given as soon as the Contractor becomes aware that such circumstances exist, but not later than 30 calendar days after the onset of the circumstance giving rise to the claim. This notice shall identify the circumstances giving rise to the additional cost or time delay, the elements of cost affected, and the claimed contractual basis for entitlement to relief. The Contractor shall certify that the claim is made in good faith and that the supporting data is current, accurate and complete to the best of its knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Owner is liable. Failure to certify a

claim will result in a determination that no claim has been filed. Such notices shall be accompanied by sufficient written evidence to document the occurrence of a an estimated cost impact, but the full amount of the claim need not be stated at the time the initial claim notice is given to the ODR and the Architect/Engineer. This notice shall include the following additional elements: (1) an analysis of the relevant contract provisions; (2) with description of the facts; and (3) the statement of why the particular facts warrant compensation under the terms of the contract. The Contractor and Owner recognize and agree that it is beneficial to each other to identify factors affecting the Contractor's cost of performance, and to take prompt action to control them. Therefore, it is agreed that the Contractor shall not be entitled to request a Type II cost adjustment unless the required notice is submitted timely and the Contractor hereby waives all claims for which such notice is not given.

Submission of Claim. Claims for adjustment of the Contract Sum for Type II Change Orders shall be made in the form of a CPE submitted to the ODR and Architect/Engineer no later than thirty (30) calendar days after the cessation of the circumstances giving rise to the claim. The CPE shall set forth the Contractor's proposed cost adjustment, computed pursuant to the Contract Documents, together with the Contractor's documentation of costs incurred. Within thirty (30) days after completion of the work in question, the Contractor shall submit in writing to the Owner and the Architect/engineer the additional following elements of the claim: (4) supporting cost or pricing data; (5) legal analysis, if appropriate; (6) an expert's opinion, if appropriate; (7) certification; and (8) a formal request for decision. No such claim shall be valid unless these additional elements are so submitted, and the Contractor hereby waives all such invalid claims.

20.1.2.3 Bar to Claims: No claim shall be allowed for an adjustment under this or any other provision of the Contract if asserted after the Owner makes or tenders final payment under this contract.

20.2 Processing Requests for Change.

20.2.1 Response to CPE. As soon as practical allowing for consultant review after receipt of any CPE submitted by the Contractor, the ODR or the Architect/Engineer shall respond either directly to the Contractor in writing or verbally at a project meeting the outcome of which is committed to the written record as to the Owner's response being by either (1) accepting the Contractor's proposal, (2) rejecting the same, (3) initiating negotiations with the Contractor concerning the proposed cost adjustment, or (4) requesting additional information.

20.2.2 Change Authorization. When agreement has been reached concerning the adjustment of cost, the ODR shall accept the Contractor's CPE, or any subsequently revised CPE issued pursuant to negotiation, by endorsing the CPE "Accepted", with the date, and returning it to the Contractor. A CPE that has been accepted is a Change Authorization (CA). A CA is effective upon receipt and constitutes the Contractor's notice to proceed with the changed work, entitles the Contractor to prepare to submit the adjusted cost of the Work to be incorporated into the approved Schedule of Values after execution of the corresponding Change Order on succeeding Pay Applications, as it is completed.

20.2.2.1 The Owner may, in writing, issue a notice to proceed for any portion of the Work in a Change Order for which final adjustment in Contract Sum and/or Contract Time has not been finalized. The Notice to Proceed letter may have a not-to-exceed cost amount for any or all portions of the Change Order. This amount is not to be exceeded without prior written approval by the Owner.

20.2.3 Execution and Processing of Change Order: The Owner will undertake to issue Owner-Contractor agreed Change Order for signatures within thirty (30) calendar days of agreement, unless otherwise agreed to, provided the Contingency Allowance is not exceeded. In those cases where Change Order work causes the Contingency Allowance to be exceeded, approval of higher authority may be necessary and, if such approvals are necessary, the Owner will have up to ninety (90) additional calendar days to issue such agreed Change Order.

20.2.5.1 The ODR will authorize the Architect/Engineer to prepare a Change Order to include specific change items for which time and cost impacts have been agreed, and will state whether the Change Order is to be funded by the Owner's Construction Contingency allowance or directly impacts the contract Price.

20.2.5.2 The Architect/Engineer shall affix seal and signatures and distribute directly to the Contractor. The Contractor shall execute the Change Order within ten (10) calendar days of receipt and return it directly to the ODR.

20.2.5.3 The ODR will obtain signature of component institution and Owner, normally within ten (10) calendar days of receipt of Contractor's executed copies and will make final distribution to all parties.

20.3 Unilateral Change Orders.

20.3.1 For any Type I or Type II change, the ODR may issue a Unilateral Change Order (ULCO), establishing such adjustment of cost or time, if any, as the Owner deems fair and reasonable, under the following circumstances:

1. If the Contractor fails to submit a CPE within the time required for Type I or Type II change orders;
2. If negotiations fail to achieve an agreed price;
3. If, in the Owner's judgment based on the Progress Schedule, a failure to authorize the Contractor to proceed with a change in the Work may adversely affect the timely completion of the Work.
4. In addition to the above, the ODR shall issue a ULCO on any CPE that remains unresolved 90 days after Substantial Completion of the Project unless otherwise agreed to by the parties or barred by tender of final payment.

20.3.2 A ULCO is effective on receipt by the Contractor. The ULCO obligates the Contractor to perform the Work according to its terms, and authorizes the Contractor to submit the adjusted cost of the Work as allowed in the ULCO on succeeding Pay Applications.

20.3.3 When a Unilateral Change Order has been issued, it will have the full force and effect of a contract modification. It will be included in schedules, payment estimates, reports and all official records of the Contract. The issuance of a Unilateral Change Order will not prejudice any of the Contractor's rights to make claims or to appeal disputed matters under other provisions of this Contract.

20.4. Interim Change Authorization. When the Owner determines that an Owner-initiated Type I change in the Work, or a written instruction or interpretation of the Contract Documents for which the Contractor has given notice of its intent to initiate a Type I claim or any other change implementation, must be made promptly in order to prevent damage to the Work in place, to prevent significant delay in the Project Schedule or to maintain safety or for any other reason as determined by the ODR, the ODR may issue an Interim Change Authorization (ICA) directing the Contractor to proceed with changed work before submitting or during the review of a CPE. The ICA shall authorize the Contractor to proceed with the work on the basis of either (1) time and materials or (2) cost not to exceed a specified amount. Upon receipt of an ICA, the Contractor shall proceed immediately to document all increased costs actually incurred as a result of the Work required under the ICA. At any time prior to the completion of the changed Work, the Contractor may submit a CPE containing a lump sum proposal for the cost of the changed Work, which, if accepted, shall be administered as a Type I change; provided, however, that if the Work is completed prior to acceptance by the ODR of the Contractor's CPE, the Contractor's adjustment of the cost shall be limited to the actual cost of the Work. If the ODR or the Architect/Engineer determines that a Contractor-initiated Type I change is without merit, the ODR or the Architect/Engineer shall notify the Contractor to proceed according to the subject written interpretation or instruction. Such a notice to proceed shall have the same effect as a Unilateral Change Order pursuant to these General Conditions, and the Contractor's rights shall be as set forth in these General Conditions.

Article XXI - Pricing Change Order Work

21.1 Lump Sum Cost Proposals. All proposals for an adjustment in Contract Sum shall be made on a lump sum basis as outlined below, setting forth the Contractor's estimated or actual costs attributable to the changed Work only. The proposed lump sum cost adjustment shall consist of a Base Cost, reflecting the Contractor's actual or estimated cost of performing the changed Work, in the case of a Type I change, or the increased cost of performance in the case of a Type II change. The Base Cost of Type I changes may be marked up to cover the Contractor's profit, general conditions costs, scheduling costs, bonding and insurance costs, and all other costs directly attributable to performance of the change Work. The markup also covers all impact costs on unchanged Work. These lump sum cost provisions also apply to Work performed by or claims submitted by Subcontractors as part of the Contractor's CPE.

21.1.1 Base Cost Computation for Type I Changes. The Base Cost computation includes the following elements only, as relevant:

- a. The total cost of materials and supplies, reflecting all available discounts, itemized by cost and quantity;
- b. The total cost of all labor, including supervision up to the level of Project Superintendent, itemized to show manhours by trade and classification, burdened hourly rates, and total labor cost. Manhour totals for labor shall be based on the latest version of the "Means Facility Cost Data" as published by R. S. Means Company. The Contractor shall provide the Owner (via the OFPC Construction Inspector) one copy of the current edition of the "Means Facility Cost Data" at no cost. The Owner's copy shall be either a hard copy of the publication or an electronic CD version, at Owner's option.
- c. The cost of additional supervision at and above the level of Project Superintendent, itemized by job function, manhours, and multiplied by the Contractor's as-bid burdened unit cost for supervision as set out at Contractor's Proposal;
- d. The reasonable equipment cost calculated for each type of equipment used in performing the changed Work, based on hours of use, and multiplied by the most recent version of the Rental Rate Blue Book for Construction Equipment (published by Primedia Information, Inc.) to yield total cost. Mobilization costs will not be allowed except when the Contractor demonstrates that the need to mobilize a piece of equipment arose solely because of the changed Work. The Contractor shall provide the Owner (via the OFPC Construction Inspector) one copy of the current edition of the "Rental Rate Blue Book for Construction Mobilization Costs" at no cost. The Owner's copy shall be either a hard copy of the publication or an electronic CD version, at Owner's option.
- e. All transportation costs for delivery and handling of materials, equipment and supplies, and the removal of waste or debris related solely and directly to the change work; and
- f. All storage costs in excess of 30 days for materials and supplies, if necessitated solely by the changed Work

21.1.2 Markup on Type I Changes.

The amounts a contractor may add to the pricing of a change for profit and overhead are as follows:

- a. For Work performed by it's own employees: A contractor (at any contractual level), performing work up to \$10,000.00 may add up to 15%; for work between \$10,000.01 and \$20,000.00 a contractor may add up to 10%; and for work greater than \$20,000.00 a contractor may add up to 7 ½%, for any specific change.
- b. For Managing subcontracted Work: A contractor (at any contractual level), managing subcontracted work up to \$10,000.00 may add up to 10%; for work between \$10,000.01 and \$20,000.00 a contractor may add up to 7 ½%; and for work greater than \$20,000.00 a contractor may add up to 5%, for any specific change.
- c. Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount.
- d. On changes involving both additions and deletions, the allowed markup will be allowed only on the net addition.
- e. The allowed markup shall cover all overhead expenses and profit, including all current management and supervision, small tools, insurance, bonds, and all bonuses, incentives, profit sharing or other rewards (both project and company wide).
- f. The markup referenced in this section does not apply to the execution of a Guaranteed Maximum Price (GMP) contract through multiple GMPs (i.e. Stages). The mark-up allowed for a staged GMP shall be based on the Construction Phase Fee percentage identified in the Construction Manager or Design/Build Contractor's Contract.

21.1.5 Unit Prices. Unit prices bid by the Contractor, or subsequently agreed upon, shall include only those cost elements as those set out in "Base Cost Computation for Type I Changes", and shall be subject to markup pursuant to "Markup on Type I Changes."

21.1.5.1 Each unit price bid by the Contractor shall include all costs applicable to the work, including but not limited to mobilization, demobilization, labor, materials, equipment, supervision, delays, overhead at any level, and profit.

21.1.5.2 Either party may request an equitable adjustment. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred and fifteen percent (115%) or below eighty-five percent (85%) of the originally specified amount. If the quantity variation causes an increase in the time necessary for completion, the Owner, upon receipt of a written request for an extension of time within thirty (30) days from the recognition of the variation or within such further period of time as may be granted by written agreement signed by the Owner,

will ascertain the facts and make such adjustment for changing the completion date as in its judgment the findings justify.

21.2 Cost Computation for Type II Changes.

- 21.2.1 Costs and Documentation. For a Type II change, the CPE shall include all information required for notice of a Type II change including but not limited to a reasonably detailed narrative setting forth (1) the nature of the cost impact and its cause, (2) the contractual basis of the Contractor's claim of entitlement to a cost adjustment, (3) description and documentation of steps taken by the Contractor to mitigate the claimed cost impact, and (4) such other information that is necessary to justify its claim. The Contractor hereby waives any such claim for which they cannot document steps taken to mitigate the claimed cost impact. The cost adjustment proposal for a Type II claim shall be based on itemized documented costs actually incurred. If and only if the actual cost claimed cannot be demonstrated with reasonable certainty, the Contractor may utilize mathematical formulas or models to compute the proposed cost adjustment, but no CPE will be valid unless accompanied by documentation showing that the increased costs claimed in fact resulted from the alleged cause and that the increased costs are compensable under terms of the contract.
- 21.2.2 No Markup Authorized. No mark up is authorized on the Base Cost of a Type II claim for costs alleged by either the Contractor or its Subcontractors.
- 21.2.3 Certification. On CPEs for Type II changes, the Contractor shall certify in writing that all information contained in the CPE is true and correct, and that the costs claimed were incurred as a result of the alleged cause, and were reasonably necessary for the performance of the Work. In the case of Subcontractor pass-through claims, the Contractor shall further certify that the claim stated by the Subcontractor constitutes a legitimate claim against the Contractor, that it is not barred by the terms of the subcontract, and whether and to what extent the claim has been paid. The Contractor may not subsequently modify a claim that has been so certified except for the correction of errors. No Type II CPE shall be considered valid that is not certified and submitted within the time limits set forth for Type II changes.
- 21.2.4 Cost Computations Under Interim Change Authorizations. Where the Owner issues an ICA authorizing the Contractor to proceed on a time and materials, or a cost not to exceed basis, the Contractor may submit the cost of the Work for payment, as authorized by the ICA, in succeeding Pay Applications once the Contractor has executed the Change Order that includes the particular change action. At any time after receipt of an ICA, the Contractor may submit a CPE proposing a lump sum cost for the changed work, which shall be processed as a Type I change. The method of incorporating approved changes into the parameters of the accepted Schedule of Values must be coordinated and administered in a manner acceptable to the ODR.

Article XXII - Time Allotted for Performance; Construction Schedules

- 22.1 Contract Time. The Contract Time will be measured from the date designated in the Notice to Proceed to the date specified for substantial completion by the Contract Documents, including any modification by Change Order. Failure to achieve Substantial Completion within the Contract Time or Final Completion within thirty (30) days following Substantial Completion or as otherwise agreed to in writing will subject the Contractor to Liquidated Damages.
- 22.2 Work Progress Schedule. Within the period set forth in the Special Conditions and/or the Planning and Scheduling Specification Section of the Project Manual, the Contractor shall submit in duplicate to the Owner and the Architect/Engineer, for review and acceptance, a proposed Progress Schedule for the Work. The Progress Schedule shall show the dates for starting and completing the various component activities making up the Work, and the logical relationships between them, and shall be in a format and in sufficient detail to permit the Work to be competently managed and its progress monitored. Unless otherwise provided in the Special Conditions, the schedule should utilize the Critical Path Method. The Progress Schedule shall take account of the time required for the preparation and review of required Shop Drawings and submittals. If the Submittal Schedule is not fully integrated into the CPM Schedule, or if specifically required by the Special Conditions or elsewhere in the Contract Documents, the Contractor shall also submit a separate Submittal Schedule, correlated with the Progress Schedule, that shows the dates the Contractor intends to make the required submittals.
- 22.2.1 Schedule Requirements. The Progress Schedule should be accurate and reliable representations of the progress of the Work to date, and of the Contractor's actual plans for its completion. The Progress Schedules shall be capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities. Submittal of a schedule, schedule revision or schedule update constitutes the Contractor's representation to the Owner and Architect/Engineer that the Contractor will follow the schedule as submitted in performing all Work as yet not completed, and that all progress to date shown on the schedule is accurately depicted.
- 22.2.2 Schedule Updates. The Progress Schedule and Submittal Schedule (if required) shall be updated periodically to reflect progress to date, and current plans for completing the Work. The form and contents of the updates, and the required update interval, shall be as specified in the Planning and Scheduling Specification Section and/or the Special Conditions. The updated Progress Schedule shall be submitted to the Owner, and the Architect/Engineer for acceptance, and the Owner shall have no duty to make progress payments until the updated Progress Schedule has been timely submitted. The Contractor shall show the anticipated date of completion reflecting all extensions of time granted as of the date of the update. The Contractor may revise the Progress Schedule logic only with the Owner's concurrence at any time when in the Contractor's judgment it becomes necessary for the management of the

Work. The Contractor shall submit any schedule revision to Owner and AE for acceptance before it is implemented.

22.2.3 Effect of Schedule Submittal. Submittal of the Progress Schedule, and successive updates or revisions, is for the information of the Owner and Architect/Engineer, and to permit the coordination of their activities with those of the Contractor. Owner and AE shall accept or reject the submittal of a schedule within the same period allowed for review of other submittals. Acceptance of a schedule, schedule update or revision constitutes the Owner's agreement to coordinate their own activities with the Contractor's activities as shown on the schedule. Acceptance of a Progress Schedule, update or revision does not indicate the approval of the Contractor's proposed sequences and duration. Acceptance of a Progress Schedule update or revision indicating late completion does not constitute the Owner's consent to a late finish, or waive either the Contractor's responsibility for timely completion or the Owner's right to damages for the Contractor's failure to do so. The Contractor's scheduled dates for completion do not constitute a change in terms of the contract. The completion Date(s) can only be modified by Change Order.

22.2.4 Ownership of Float. Unless accepted otherwise by the Owner in writing, the Contractor shall develop its project execution plan to provide 10% total float at the project level, at submission of each Baseline Schedule, as specified. Float time contained in the Progress Schedule is not for the exclusive benefit of the Contractor or the Owner, but may be consumed by either as needed on a first-used basis.

22.2.5 Completion of Work: The Contractor will be held to account for the Work being completed in the time that is stated in the Contract, or any extension thereof.

22.2.5.1 If, in the judgment of the Owner, the work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress so as to insure timely completion of the entire work or a separable portion thereof, the Contractor, when so informed by the Owner, shall immediately take action to increase the rate of work placement. This increase shall be accomplished by any one or a combination of the following or other suitable measures:

1. An increase in working forces.
2. An increase in equipment or tools.
3. An increase in hours of work or number of shifts.
4. Expedite delivery of materials.

22.2.5.2 The Contractor shall, within ten (10) calendar days after being so informed, notify the Owner in writing of the specific measures taken and/or planned to increase the rate of

progress together with an estimate as to when scheduled progress will be regained and an updated Work Progress Schedule illustrating the Contractor's plan for achieving timely completion of the project. Should the plan of action be deemed inadequate by the Owner, the Contractor will take additional steps or make adjustments as necessary to its plan of action until it meets with the Owner's approval. The increased rate of work will continue until scheduled progress is regained. Scheduled progress will be established from the latest revised progress schedule for the job. Timely completion will be understood to be the contract completion date as revised by all time extensions granted at the time acceleration is undertaken. The Contractor shall not be entitled to additional compensation for the additional effort it applies to the work under the terms of this subparagraph.

Article XXIII - Modification of the Contract Time

23.1 Delays of and Extension of Time. When a delay defined herein as excusable prevents the Contractor from completing the Work within the Contract Time, the Contractor shall be entitled to an extension of time, as set forth in § 23.1.3 and 23.3.3. The Contract Time shall be extended by the number of calendar days lost by reason of excusable delay, as measured by the Contractor's progress schedule (or current update). All extensions of time shall be given in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities, or which consume only float without delaying the project completion date.

23.1.1 Time Extensions for Weather Days. A "Weather Day" is a day on which the Contractor's current schedule indicates Work is to be done, on which inclement weather and related Site conditions prevented the Contractor from performing seven continuous hours of Work between the hours of 7:00 AM and 6:00 PM. Weather days are excusable noncompensable delays. When weather conditions at the site prevent work from proceeding, the Contractor shall immediately notify the ODR so conditions can be confirmed by the Owner. At the end of each calendar month, the Contractor shall submit to the Owner and Architect/Engineer a list of Weather Days occurring in that month. The Owner and Architect/Engineer shall meet with the Contractor to discuss and resolve any disagreements concerning the number of Weather Days that have directly impacted the Completion Date. Upon Owner and Contractor agreement, any time extension granted will be issued by Change Order. If the Contractor and Owner cannot agree on the amount of time extension, the Owner may issue a ULCO for fair and reasonable time extension. If by the close of the seventh business day after the Owner's receipt of the contractor's list, the Contractor and the Owner have not reached an agreement on the total number of Weather Days in the month, and signed a memorandum to that effect, the Owner in its sole discretion shall determine the number of working days it will allow, and

the completion time shall be adjusted accordingly. The Owner shall so notify the Contractor in writing by 5:00 PM on the next business day. Should the Owner fail to do so, the Contract Time shall be extended by the number of Weather Days claimed by the Contractor. The requirements of §23.2 concerning requests for time extension shall not apply to requests for extensions of time for Weather Days, which are governed by this section alone. The Contractor's sole relief for delay for Weather Days will be a time extension.

23.1.2 Non-Weather Excusable Noncompensable Delay. The Contractor shall be entitled only to an extension of time for unforeseeable delays not within the control of or arising from the fault of either the Contractor or the Owner caused by the following:

- a. Unusual delay in the delivery of materials, components or equipment to be incorporated into the work. Strikes and labor disputes (but not the availability of adequately skilled labor, unless such impact is caused solely by the conduct of the Owner);
- b. Physical damage to the work caused by circumstances beyond the control of the Contractor;
- c. War, civil unrest or insurrection;
- d. Other unforeseeable causes beyond the control of either the Contractor or the Owner.

23.1.3 Excusable Compensable Delay. The Contractor shall be entitled to an equitable adjustment of cost as well as a time extension, issued via change order, for delays caused by the following:

- a. Failure of the Owner or the Architect/Engineer to take timely actions required under the Contract Documents, or to provide information required by the Contractor to proceed with the Work in a timely manner.
- b. Detrimental or obstructive actions of separate contractors employed by the Owner.
- c. Failure of the Owner to provide access to the Site of the Work.
- d. Failure of the Owner to provide materials which are to be furnished by the Owner under the Contract Documents, consistent with the Progress Schedule.
- e. Errors, omissions and imperfections in design which the Architect/Engineer corrects by means of changes in the drawings and specifications.
- f. Unanticipated physical conditions at the Site which the Architect/Engineer corrects by means of changes to the drawings and specifications.
- g. Changes in the work ordered by the Owner or the Architect/Engineer.

23.1.3.1 No Damages for Delay: The Contractor shall have no claim for monetary compensation or damages for delay or hindrances to the work from any cause including without limitation any act or omission of the Owner. The Contractor's

only claim for any such delay or hindrance shall be for an extension of time as provided in the Contract Documents.

- 23.1.4 Suspension of Work for Cause. The Owner may, at any time without prior notice, suspend all or any part of the Work, if, in the Owner's sole discretion, it is considered reasonably necessary to do so to prevent or correct, any condition of the Work, which constitutes an immediate safety hazard, or which may reasonably be expected to impair the integrity, usefulness or longevity of the Work when completed. The Owner shall give the Contractor a written notice of suspension for cause, setting forth the reason for the suspension and identifying the Work to be suspended. Upon receipt of such notice, the Contractor shall immediately stop the Work so identified. As soon as practicable following the issuance of such a notice, the Owner, with the assistance of the Architect/Engineer, shall initiate and complete an investigation of the circumstances giving rise to the suspension, and shall issue a written determination of their cause. The Contractor will not be entitled to an extension of time or compensation for delay resulting from a suspension if the Owner's investigation determines that the cause was within the control of the Contractor. If the cause is determined not to have been within the control of the Contractor, and the suspension prevents the Contractor from completing the Work within the Contract Time, the suspension is an Excusable Compensable Delay and a Time Extension shall be granted through a Change Order. Suspensions of work under this provision shall be no longer than is reasonably necessary to identify and remedy the conditions giving rise to the suspension.
- 23.1.5 Suspension of Work for Owner's Convenience. Upon seven calendar days' prior written notice to the Contractor, the Owner may at any time without breach of the Contract suspend all or any portion of the Work for a period of up to thirty days for its own convenience. The Owner shall give the Contractor a written notice of suspension for convenience, which shall set forth the number of days for which the Work, or any portion of it, will be suspended, and the date on which the suspension of Work shall cease. When such a suspension prevents the Contractor from completing the Work within the Contract Time, it is Excusable Delay. A notice of suspension for convenience may be modified by the Owner at any time on seven calendar days' prior written notice to the Contractor. If the Owner suspends the Work for its convenience for more than 60 consecutive calendar days, the Contractor may elect to terminate the contract pursuant to the Contract Documents.
- 23.1.6 Concurrent Delay. When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable under the Contract Documents, the Contractor shall be entitled only to a time extension, and not to compensation, for the period of concurrent delay. When the completion of the Work is simultaneously delayed by an excusable delay and an excusable noncompensable delay, the Contractor shall be entitled to a time extension only, as provided by the Contract Documents.
- 23.1.7 Except as expressly provided in this § 23.1.2 and 23.1.3, the Contractor

shall not be entitled to an extension of the Contract Time, and shall bear all responsibility for financial risks which may accrue from various causes of delay in the construction progress.

23.2 Time Extension Requests. If the Contractor believes that the completion of the Work has been delayed by a circumstance designated as excusable under § 23.1.3, other than inclement weather, he shall give the Owner written notice, stating the nature of the delay and the activities potentially affected, within 30 calendar days after the onset of the event or circumstance giving rise to the excusable delay. Such claims should be accompanied by sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. Claims for extensions of time shall be stated in numbers of whole or half calendar days. All requests for extensions of time not submitted in connection with proposed costs for changed or added work must be made in writing within 30 calendar days after the cessation of the delay. The Contractor and Owner recognize and agree that it is beneficial to each to identify delays and make necessary schedule adjustments promptly, and that a Progress Schedule prepared and updated by the Contractor provides an effective tool for measuring and tracking the impact of delays. Therefore, it is agreed that no extension of time will be granted unless the required notice is submitted timely, the required Work Progress Schedule has been regularly updated and submitted as specified, and the notice includes sufficient documentation. All Changes to the Contract Time made as a result of such claims shall be by Change Order.

23.2.1 No extension of time shall release the Contractor or the Surety furnishing a performance or payment bond from any obligations under the contract or such a bond. Those obligations shall remain in full force until the discharge of the Contract

23.2.2 Contents of Time Extension Requests. Each Time Extension Request shall be accompanied by a quantitative demonstration of the impact of the delay on the current Progress Schedule. Time Extension Requests shall include a reasonably detailed narrative setting forth (1) the nature of the delay and its cause, (2) the basis of the Contractor's claim of entitlement to a time extension, (3) documentation of the actual impacts of the claimed delay on the Progress Schedule, and any concurrent delays, (4) description and documentation of steps taken by the Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Progress Schedule, and (5) such other information that the Contractor and/or Owner and/or Architect/Engineer considers necessary to justify its claim for an extension of time. No time extensions shall be granted for delays that do not affect the Project Schedule.

23.2.3 Owner's Response. The Owner or the Architect/Engineer with the owner's concurrence shall respond to the Time Extension Request by providing to the Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by the Contractor. Such an Extension of Time is effective on the date the Architect/Engineer's or Owner's notice is received by the Contractor, but a Change Order reflecting the Extension of Time shall be executed by the parties in accordance with the Contract Documents. The

Owner will respond to each properly submitted Time Extension Request within 15 calendar days following its submittal; if the Owner and Architect/Engineer cannot reasonably make a determination about the Contractor's entitlement to a time extension within that time, the Owner or Architect/Engineer shall so notify the Contractor in writing. Upon written agreement with the Contractor, the Owner shall then have not more than 30 additional calendar days to prepare a final response.

- 23.3 Failure to Complete Work Within the Contract Time. Time is of the essence of this Contract. The Contractor's failure to substantially complete the Work within the Contract Time or to achieve final completion as required will cause damage to the Owner. These damages shall be liquidated by agreement of the Contractor and the Owner, as set forth in the Contract Documents.

23.3.1 Collection of Liquidated Damages. The Owner may collect Liquidated Damages due from the Contractor directly or indirectly by reducing the contract sum in the amount of Liquidated Damages stated in the Owner-Contractor Agreement.

Article XXIV - Termination and Suspension of the Contract Prior to Completion

- 24.1 Termination by Owner for Cause. The Owner may, without prejudice to any right or remedy terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, under the following circumstances:
- a. Persistent or repeated failure or refusal, except during complete or partial suspensions of work authorized under the Contract Documents, to supply enough properly skilled workmen or proper materials;
 - b. Persistent disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
 - c. Persistent failure to prosecute the work in accordance with the Contract Documents, and to insure its completion within the time, or any extension thereof, specified in this contract;
 - d. Failure to remedy defective work condemned by the ODR;
 - e. Failure to pay subcontractors, laborers, materialmen and suppliers pursuant to Texas Government Code Chapter 2251;
 - f. Persistent endangerment, by the Contractor or its Subcontractors or other vendors, of the safety of labor or of the Work itself;
 - g. Failure to supply or maintain statutory bonds, pursuant to the Contract Documents, or the supply or maintain Required insurance, pursuant to the Contract Documents; or
 - h. Any other material breach of the Contract,

- i. The Contractor becomes insolvent, files for bankruptcy protection, makes a general assignment of its rights and obligations for the benefit of creditors or is, in the Owner's estimation, otherwise financially incapable of performing the Work.

The Owner reserves the right to terminate at any time for any of the above listed causes. Failure to exercise the right to terminate in any instance or for any proper reason shall not be construed as waiver of the right to do so in any other instance or for any other proper reason.

24.1.1 The ODR shall give the Contractor and its Surety thirty days' prior written notice of its intent to terminate for any of the above reasons. If the Contractor or the Surety demonstrates, to the satisfaction of the Owner, that the condition or conditions upon which the notice of termination is based have been removed, corrected, or will not recur, then the Owner shall rescind the notice and the Contract shall continue unmodified, and the Contractor shall not be entitled an extension of time.

24.1.2. Should the Contractor or the surety fail to so demonstrate within thirty days following receipt of such notice, or fail to satisfy the Owner that the condition or conditions upon which the notice of termination is based have been removed, corrected, or will not recur, the Owner may arrange for completion of the Work and deduct the cost thereof from the unpaid Contract sum remaining, including the cost of additional Architect/Engineer services and of Owner contract administrative costs made necessary by such default or neglect, in which event no further payment shall then be made by the Owner until all costs of completing the Work shall have been paid. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Architect/Engineer's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor or his surety shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract. The Owner reserves the right, where the Contract is terminated for cause, to take assignment of any and all contracts between the Contractor and its Subcontractors, vendors and suppliers, and the ODR shall promptly notify the Contractor of the contracts the Owner elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.

24.2 Termination for Convenience of Owner. The Owner reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following procedures will be adhered to:

- a. The Owner will immediately notify the Architect/Engineer and the Contractor in writing, specifying the reason for and the effective date of contract termination. Such notice shall also contain any instructions necessary for the protection, storage or decommissioning of incomplete work or systems, and for safety.
- b. After receipt of the notice of termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract.

1. Stop all work.
 2. Place no further subcontracts or orders for materials or services.
 3. Terminate all subcontracts.
 4. Cancel all materials and equipment orders as applicable.
 5. Take action that is necessary to protect and preserve all property related to this Contract which is in the possession of the Contractor.
- c. When the Contract is terminated for the Owner's convenience, the Contractor may recover from the Owner payment for all Work executed, including any additional work required pursuant to the notice of termination, and for any provable loss and reasonable expenses attributable to the Work resulting from such termination.
- 24.3 Termination by Contractor. If the Work is stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon thirty (30) additional days' written notice to the ODR, terminate the Contract and recover from the Owner payment for all Work executed and for any provable loss and reasonable expenses attributable to the Work resulting from such termination. If the cause of the work stoppage is removed prior to the end of the thirty (30) day notice period, the Contractor may not terminate the Contract.
- 24.4 Settlement on Termination. When the Contract is terminated for any reason, the Contractor shall, at any time prior to 180 days of the effective date of termination, submit a final termination settlement proposal to the Owner based upon recoverable costs as provided under this Article. If the Contractor fails to submit the proposal within the time allowed, the Owner may determine the amount due to the Contractor because of the termination and shall pay the determined amount to the Contractor. All settlements on termination shall be administered as Type II Change Orders.

Article XXV – Miscellaneous

- 25.1 Written Notice. Written notice shall be considered to have been duly given if the document is delivered in person to the designated representative of the Contractor or Owner for whom it is intended, if delivered at or sent by registered or certified mail to the last business address of the designated representative known to one who gives the notice, or transmitted by fax machine to the last known business fax number of the designated representative, with a receipt retained to prove delivery. Notice is deemed effective when given rather than when received, however notice by mail is not effective until three (3) days after the date of mailing and notice by fax is not effective until the next business day after faxing.
- 25.2 Federally Funded Projects. If this project is federally funded, the Special Conditions will indicate that fact and will contain any modifications of these General Conditions required as a condition of obtaining federal funding.

- 25.3 Computation of Time. In computing any time period set forth in this Contract, the first day of the period shall not be included, but the last day shall be.
- 25.4 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in accordance with the Contract Documents will survive final payment, completion and acceptance of the Work, as well as termination for any reason. All duties imposed upon the Contractor by reason of termination, including without limitation the duty to assign subcontracts and contracts with vendors and suppliers, shall likewise survive the termination of the Contract.
- 25.5 No Waiver of Performance. The failure of either party in any instance to insist on the performance of any of the terms, covenants or conditions of the Contract Documents, or to exercise any of the rights granted thereunder, shall not be construed as waiver of any such term, covenant, condition or right with respect to further performance.
- 25.6 Governing Law. This Contract shall be governed by the law of the State of Texas.
- 25.7 Captions and catchlines. The captions and catchlines used throughout the Uniform General and Supplemental General Conditions are for ease of reference only and have no effect on the meaning of the terms and conditions set forth herein.
- 25.8 Independent Contractor Status. The Contract Documents create an independent contractor relationship between the Owner and Contractor and neither party's employees or contractors shall be considered employees, contractors, partners or agents of the other party.
- 25.9 No third party beneficiaries. The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right of benefit by, such third party under these Contract Documents from either the Owner or Contractor.
- 25.10 Entire Agreement. These Contract Documents supersede in full all prior discussions and agreements (oral and written) between the parties relating to the subject matter hereof and constitute the entire agreement.
- 25.11 Assignment. This Contract may not be assigned by either party without the prior written consent of the other, except either party may, upon notice to the other party but without the other party's consent, assign this Contract to a present or future Affiliate or successor, provided that any such assignment by Contractor shall be contingent on Owner's determination that the assignee is qualified to perform the work, is in good standing with the State of Texas and otherwise eligible to do business with the State of Texas.
- 25.12 Severability. If any provision, sentence, clause or article of this Contract is found to be invalid or unenforceable for any reason, the remaining provisions shall continue in effect as if the invalid or unenforceable provision were not in the Contract. All provisions, sentences, clauses and articles of this Contract are severable for this purpose.
- 25.13 Parties Bound. Execution of this Contract by each party binds the entity represented as well as its employees, agents, successors and assigns to its faithful performance.

25.14 No waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

EXHIBIT B

ALLOWABLE GENERAL CONDITION LINE ITEMS

On-Site Project Management Staff

Safety Coordinator/Assistant(s)	CPM Scheduler
Project Executive	Superintendent(s)
Office Engineer(s)	CMR's Project Manager(s)
Project Expeditor(s)	Project Support Staff
Assistant Superintendent(s)	Project Specific Travel*

Bonds and Insurance

Builder's Risk Insurance
General Liability Insurance
Payment and Performance Bonds
Other Project Insurance as Required by Contract

Temporary Project Utilities

Dumpsters	Project Water
Project Electricity	Temporary Toilets
Monthly Telephone Service	Temporary Fire Protection
Street Rental and Barricades	Telephone System Installation
Fencing and Covered Walkways	
Temporary Water Distribution and Meters	
Temporary Electrical Distribution and Meters	
Site Erosion Control (BMP) and Project Entrance(s)	

Field Offices & Office Supplies

Partnering Costs	First Aid Supplies
Job Photos/Videos	Reproduction Services
Project Specific Signage	Monthly Office Supplies
Postage/Special Shipping	Remote Parking Expenses
Project/As-Built Drawings	Project Reference Manuals
Project Milestone Event(s)*	Security System/Watchman
Move-In/Out and Office Setup	Safety Material and Equipment
Employee Identification System	Drinking Water and Accessories
Small Tools and Storage Trailers	Office Clean-Up/Janitorial Services
Monthly Office Trailer Rental Costs	
Mobilization and Demobilization (Equipment Only)	

* Specific justification and all estimated costs shall be submitted and approved by the Owner prior to any travel or event.

EXHIBIT C
GUARANTEED MAXIMUM PRICE PROPOSAL

The Construction Manager hereby submits to Owner for the use and benefit of Owner pursuant to the provisions of Article 8 of the Agreement by and between Williamson County (the "Owner") and [REDACTED] (the "Construction Manager") dated [REDACTED], 20 [REDACTED] (the "Agreement"), a Guaranteed Maximum Price (GMP) for the [REDACTED] (the "Project", as defined in the Agreement), based on the Contract Documents (as defined by the Agreement) developed for the Project, as follows:

1. A not-to exceed amount for the Cost of the Work pursuant to the Agreement:	\$ [REDACTED]
2. A not-to exceed amount for the General Conditions pursuant to the Agreement:	\$ [REDACTED]
3. A not-to exceed amount for the Construction Manager's Contingency pursuant to the Agreement:	\$ [REDACTED]
4. A lump sum amount for the Construction Phase Fee pursuant to the Agreement:	\$ [REDACTED]
5. Owner's Special Cash Allowance provided by the Owner:	\$ [REDACTED]
6. Owner's Construction Contingency provided by the Owner. This is a lump sum amount from which changes are to be paid in accordance with the Uniform General Conditions General Conditions. Any unused amount will be deducted from the Guaranteed Maximum Price by Change Order:	\$ [REDACTED]
7. TOTAL OF GMP LINE ITEMS 1 THROUGH 6:	\$ [REDACTED]

This figure shall be the Guaranteed Maximum Price (GMP), which we hereby guarantee to the Owner.

GUARANTEED MAXIMUM PRICE PROPOSAL SIGNATURE PAGE

(Continuation of Exhibit C)

Construction Manager

By: _____

Name: _____
[Print or Type]

Title: _____

Corporations/LLC's: Attest:

Corporate Secretary

Other business forms: Witness:

SEAL:

ATTACHMENT 1 TO EXHIBIT C

GUIDELINES FOR THE PREPARATION OF THE GUARANTEED MAXIMUM PRICE PROPOSAL

1. CONTRACT REQUIREMENTS:

Refer to Article 8 of the Agreement. The provisions of the GMP are defined here and other related requirements are included throughout the Agreement. In the event of irreconcilable conflict between the GMP Proposal and the Agreement, the interpretation that provides for the higher quality of material and/or workmanship shall prevail.

The GMP Proposal shall adopt and incorporate all of the terms and conditions of the Agreement. Any exceptions to or modifications of such terms and conditions proposed shall not be effective unless they are expressly stated and conspicuously identified in the GMP Proposal and are specifically accepted and approved by the Owner. In general, proposed revisions or modifications to the language, terms or conditions of the Agreement will not be accepted.

2. PRE SUBMITTAL REQUIREMENTS:

- A. Scope Definition: Prior to GMP submittal, the Construction Manager shall thoroughly review the GMP construction document package with the Owner and determine if the scope is sufficiently defined and identify those areas requiring additional scope definition. As a minimum the following should be defined: Program building size, site limits and access, utility systems (existing and new), complete building systems descriptions, materials outline by division, MEP systems descriptions including materials, MEP system options shall be defined and accepted.
- B. Estimated Construction Cost: Cost estimates shall be updated concurrently with the construction document development.
- C. Schedule: The anticipated Notice to Proceed with Construction and Substantial Completion dates for Construction shall be coordinated and approved by the Owner.
- D. Value Engineering (VE): Proposed value engineering items included in the GMP shall be updated from previously submitted value engineering and should reflect the "final acceptance" of VE items, which are part of the scope of work. The VE schedule shall identify current acceptance and the date of acceptance in an adjacent column. VE items must be resolved and accepted by the Owner prior to GMP submittal.
- E. Pre-submittal Conference: The Construction Manager shall schedule a conference with the Project Manager no later than one (1) week prior to submitting the GMP to the Owner. Issues regarding the required materials to be included in the GMP should be reviewed so that there is a clear understanding of the format and contents of each division of work to be submitted. The Construction Manager shall obtain a copy of the "Standard Schedule of Values

Format” from the Owner. Additionally, a review of acceptable “General Condition” items, as defined in the Agreement, is required.

3. CONSOLIDATION OF REVIEW COMMENTS:

The Owner, the Owner’s Architects and Engineers, and the Project Manager, shall provide review comments. The Construction Manager shall consolidate all responses to those groups into TAB 9 of the document. Each Owner comment shall have a corresponding answer directly below the original comment. A reply to each owner comment is required even if only a clarification is required. Each reply shall state where in the GMP Proposal the corresponding information may be located.

4. GENERAL REQUIREMENTS:

The GMP Proposal shall be submitted at the phase specified by the Owner. The GMP Proposal shall be submitted in the format described below. Proposals substantially deviating from the organization’s format will be returned to the Construction Manager for re-submittal. Proposals not in compliance with the format, which result in substantial delay, will be the responsibility of the Construction Manager and may not extend the construction duration or substantial completion date.

5. MULTIPLE GMP’S:

In order to expedite the Project Schedule, the Owner and Construction Manager may execute multiple GMP Proposals (stages), which shall be incorporated into the contract through a change order to the previous approved GMP Proposal(s), identified in Article 7. The requirements for this method shall be identical to the requirements for the first GMP submittal/approval process.

6. GMP PROPOSAL PACKAGE:

The GMP Proposal shall be bound in 3-ring notebook or spiral notebook and entitled “Guaranteed Maximum Price Proposal”. Below it the following items shall be shown:

- Submittal number (i.e. Submittal #1)
- Date of Submittal
- Project Name
- Project Number

Since several submittal revisions may be submitted, always state which submittal number is currently being submitted.

All pages within each tab shall be numbered.

The proposal shall be organized in the order described below:

TABLE OF CONTENTS

- List all the following items. Provide a brief summary of the major components within each Tab.

TAB 1 – Guaranteed Maximum Price Proposal (Exhibit C)

- Refer to the GMP Proposal document attached to this Exhibit. Type in the cost amounts and sign, attest, date and seal the form.
- In addition to the bound notebooks, provide two (2) loose original executed copies. (Do not bind into spiral notebooks.)
- ***Do not alter any language from the original document without prior approval from the Contract Manager.***
- Do not electronically alter the document.
- Each line item cost must exactly match the corresponding cost summary shown on the TAB 6 GMP Proposal Cost Breakdown.
- Provide a Corporate Resolution or Articles of Organization, stating individual's authorization to execute contracts on behalf of the corporation, for any individual signing the GMP, who is not the President or CEO of the firm.

TAB 2 - Executive Project Summary

- State any amended services or scope changes included in the Proposal.
- Provide a brief project summary defining the scope of work associated with the construction phase of work included in this GMP Proposal.
- Include the description of building type, size, character and general materials.
- Summarize any relationship with existing structures, unusual site conditions, utility issues, or conditions effected by other governmental agencies (i.e. right-of-way issues)
- State the anticipated Notice to Proceed with Construction date and Substantial Completion date.

TAB 3 - Project Team

- List the various teams and the team members, in graphic and written form, for including names, titles, job responsibilities, and contact information.
- Identify all consultants.

TAB 4 - List of Documents

- Drawings Index – provide detailed listing of each sheet number, sheet title, original date of drawing, revised date of drawing
- Specification Index:
- Provide a detailed listing of each specification section required by the Owner as identified in the Agreement.
- Provide a detailed listing of all other spec sections describing the project.

- Specifications shall be organized by CSI Division format. State the name, original date of issue, and a column for revision date.

TAB 5 - Qualifications and Value Engineering

- Qualifications – A summary of all qualifications and assumptions organized by drawing sheet number or by specification sections to match those in TAB 4.
- Exclusions – A summary of exclusions organized by drawing sheet number or by specification section.
- Substitutions – A summary of substitutions to materials or systems described by drawing sheet number or by the specifications listed in TAB 4. Organize by specification section.
- Value Engineering Recommendations - List all items proposed to date and for each item identify if the item is accepted by the Owner and included in the GMP. State the date of acceptance. In addition identify those VE items not currently accepted. State if the price is good for a limited time period.

TAB 6 - GMP Proposal Cost Breakdown

- Provide an Estimated Construction Cost breakdown on the Standard Schedule of Values Format for Cost of the Work based on anticipated subcontracts organized by CSI Division format, General Conditions per exhibit, Construction Manager's Contingency, Construction Phase Fee, any Owner's Special Cash Allowance and/or Owner's Construction Contingency as identified by the Owner.

Schedule of Values - Contractor's Estimate Continuation Sheet (8 1/2" x 11" Sheet ONLY)															
St. Edward's University Project Name:							Construction Manager at Risk Name:								
Project Address:							Application For Payment Number:								
							Application Period: From								
A	B	C	D	E	F	G	H	I	J	K	L	M	N		
CSI Section / Work Breakdown	Description of Work / Subcontractor / Supplier / Specification Section	Initial Proposed Line Item Values	Additional Services / GMP Change Order Values	Actual Subcontract Amount at Buyout	Delta (Proposed to Actual)	Subcontract Purchase Order or Vendor No.	Detailed Breakdown of Contract Line Items	Total Amount Previously Requested & Percent	Current Application				Balance to Finish with Retainage (5%)		
									This Period Amount & Percent		Total Amount Completed To Date & Percent				
Column Equations							D'	L'	H / G	L - H	J / G	H + J	L / G	L x 5%	
Pre-Construction Services															
Programming (If Applicable)		\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
Schematic Design (15%)		\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
Design Development (20%)		\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
GMP Development (20%)		\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
Construction Documents (40%)		\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
Subcontractor Proposal/Buyout (5%)		\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
Additional Services		\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
Pre-Construction Services Subtotal		\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
Construction Services															
General Conditions															
On-Site Project Management Staff															
Project Management		\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
Bonds and Insurance		\$	-	\$	-	\$	-	N/A	\$	-	\$	-	0%	\$	-
Temporary Project Utilities		\$	-	\$	-	\$	-	N/A	\$	-	\$	-	0%	\$	-
Field Offices & Office Supplies		\$	-	\$	-	\$	-	N/A	\$	-	\$	-	0%	\$	-
General Conditions Subtotal		\$	-	\$	-	\$	-	N/A	\$	-	\$	-	0%	\$	-
Cost of the Work															
02	Sitework	\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
03	Concrete	\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
04	Masonry	\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
05	Metals	\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
06	Woods & Plastics	\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
07	Thermal & Moisture Protection	\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
08	Doors & Windows	\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
09	Finishes	\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
10	Specialties	\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
11	Equipment	\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
12	Furnishings	\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
13	Special Construction	\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
14	Conveying Systems	\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
15	Mechanical	\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
16	Electrical	\$	-	\$	-	\$	-	\$	-	0%	\$	-	0%	\$	-
Cost of Work Subtotal		\$	-	\$	-	\$	-	N/A	\$	-	\$	-	0%	\$	-
Contractor's Contingency															
Construction Phase Fee		\$	-	\$	-	\$	-	N/A	\$	-	\$	-	0%	\$	-
Owner's Special Cash Allowance		\$	-	\$	-	\$	-	N/A	\$	-	\$	-	0%	\$	-
Owner's Construction Contingency		\$	-	\$	-	\$	-	N/A	\$	-	\$	-	0%	\$	-
Construction Services (GMP) Subtotal		\$	-	\$	-	\$	-	N/A	\$	-	\$	-	0%	\$	-
Contract Total															
		\$	-	\$	-	\$	-	N/A	\$	-	\$	-	0%	\$	-

attached "CM's Personnel and Monthly Salary Rate" for all salary employees assigned to the Project.

- The Construction Manager shall include an updated Exhibit E, "CM's Personnel and Monthly Salary Rates" identifying any new staff or rate modifications. **Any revisions should be in bold type.**
- The Construction Manager shall provide a detailed initial Total Project Construction Cost Estimate using standard estimating industry practices, utilizing the CSI Division format, with any additional cost breakdown as required by the Project Manager.

TAB 7 - Master Project Schedule (Summary Level)

- The Summary Level schedule shall be submitted electronically on a CD and on paper bound with the GMP Proposal.
- Summary Schedule Requirements
- The schedule shall comply with the requirements of and shall form the basis for the "Detail" schedule, which shall be submitted within sixty (60) days following Notice to Proceed with Construction for Construction Services.
- The schedule shall be a computer generated CPM schedule developed in Primavera Project Planner software.
- The schedule shall be presented in "bar chart" form and contain detailed activities for all events and milestones included in Pre-construction (Part I) Services
- The schedule shall include detailed, logic driven activities for all Construction Service activities scheduled to commence during the first ninety (90) days following the Notice to Proceed with Construction. The remaining construction activities (those commencing after the first 90 days) may be summarized by trades and may have longer durations than the "detailed" activities mentioned above.

EXHIBIT D

SECURITY BOND

Surety Bond No. _____

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____ §

That we, _____, as
Principal, and _____, as
Surety, are hereby held and firmly bound unto Williamson County, Texas as Obligee in the
penal sum of Five Percent (5%) of _____
(\$ _____), the Construction Cost Limitation (CCL) for
the Project defined herein below, for payment whereof the said Principal and Surety bind
themselves, their heirs, executors, administrators, and successors, jointly and severally,
firmly by these presents.

Whereas the Principal has executed a contractual agreement, with Obligee for the
use and benefit of _____
_____, dated _____,
(the "Agreement"), for _____
_____, (the "Project").

NOW THEREFORE, the condition of this obligation is such that, if the aforesaid
Principal shall execute a Guaranteed Maximum Price Proposal acceptable to all parties,
the said Principal will, within the time required by the Agreement, give Performance and
Payment Bonds, as required by the Contract Documents, to secure the performance of the
terms and conditions of the Agreement, then this obligation to be void; otherwise the
Principal and Surety will pay unto the Obligee the difference in money between the
amount of the Guaranteed Maximum Price Proposal of the said Principal and the amount
for which the Obligee legally contracts with another party to perform the work if the latter
amount be in excess of the former, but in no event shall liability hereunder exceed the
penal sum hereof.

IN WITNESS WHEREOF, the above bounden parties have executed this
instrument under their several seals this _____ day of
_____ in the year _____, the name and corporate seal of
each corporate party being hereto affixed, and these presents duly signed by its
undersigned representative pursuant to authority of its governing body.

(SEAL)

Principal

ATTEST:

By: _____

By: _____

(Typed Name and Title)

(Typed Name and Title)

(SEAL)

Surety

ATTEST:

By: _____

By: _____

(Typed Name and Title)

(Typed Name and Title)

EXHIBIT E
CM'S PERSONNEL AND MONTHLY SALARY RATES

Williamson County Project Name: _____
[CM - Insert Project Name]

The following Monthly Salary Rate (MSR) shall identify the estimated billable rate prior to execution of the Agreement, and shall be confirmed during the Guaranteed Maximum Price Proposal phase for use throughout Construction Phase Services on the OFPC Standard Schedule of Values Format for all salaried General Conditions type personnel pursuant to the Agreement. The MSR shall include the employee's estimated monthly direct salary expense (including possible future salary increases), plus any employer payroll taxes and/or fringe benefit contributions as identified below. Any additional employer contributions not identified below shall be included in the Construction Phase Fee pursuant to Article 16 of the Agreement.

Employee		Estimated Employer's Monthly Contributions						Monthly Salary Rate
Name and Title	Estimated Monthly Direct Salary Expense	Federal & State Unemployment (Approx. 1%)	Social Security & Medicare (7.65%)	Worker's Compensation	Health & Insurance	Pension / 401(k)	Vacation / Holiday	
1.	\$	\$	\$	\$	\$	\$	\$	\$
2.	\$	\$	\$	\$	\$	\$	\$	\$
3.	\$	\$	\$	\$	\$	\$	\$	\$
4.	\$	\$	\$	\$	\$	\$	\$	\$
5.	\$	\$	\$	\$	\$	\$	\$	\$
6.	\$	\$	\$	\$	\$	\$	\$	\$
7.	\$	\$	\$	\$	\$	\$	\$	\$
8.	\$	\$	\$	\$	\$	\$	\$	\$
9.	\$	\$	\$	\$	\$	\$	\$	\$
10.	\$	\$	\$	\$	\$	\$	\$	\$
11.	\$	\$	\$	\$	\$	\$	\$	\$

12.	\$	\$	\$	\$	\$	\$	\$	\$

Construction Manager shall certify, to the best of his knowledge, that the above referenced salary information is accurate.

CM signature: _____ (same individual who signs agreement)

EXHIBIT F

This Exhibit has been edited to acknowledge that a full constructability program cannot be implemented due to the fact that the Construction Documents are incomplete at the time the Construction Manager is selected.

CONSTRUCTABILITY IMPLEMENTATION PROGRAM

Program Objectives:

- Implement a limited constructability program following accepted CII Standards.
- Identify and document project cost and schedule savings (targeted cost savings: percent (%) of construction costs)

Proposed Steps:

- **Constructability Implementation Meeting**
 - identification of all project team personnel and all project stakeholders
 - clarification of project goals, objectives, and progress to date
 - team briefing on objectives, methods, and concepts of constructability
 - familiarization with implementation program
 - preliminary identification of constructability priorities and special challenges or concerns
 - establishment of project constructability procedures, including procedures for documenting saving
 - assessment of applicable 17 CII constructability concepts
 - detailed discussions of front-end, high-priority concepts (identify concerns, identify information needs, start to brainstorm alternative approaches, conduct preliminary evaluation of approaches, identify needs for further analysis, chart path forward, documentation of savings)
- **Constructability Review Meeting**
 - review plans & specifications developed to date, identifying sub-optimal or potentially problematic design elements
 - recommend alternative design suggestions for consideration and document potential savings
 - conduct Value Engineering investigations into selected high-cost design elements; consider life-cycle cost effects
- **95% CD Constructability Review Comments to CM Team**
- **Constructability Discussions with CM Team**

- **Document On-site Constructability Lessons Learned**
- **Close-out Project Constructability Documentation**

EXHIBIT G
SPECIAL PROVISIONS
CONCERNING ASPECTS OF THE WORK

The following items will be included as provisions, requirements or procedures in the Contract Documents:

Mechanical

- Must be bonded with dual obligee (contractor + owner)
- 30 months guaranty, warranty and service from subcontractor
- Test and balance will be an item of particular concern

Construction Manager's Warranty

- 18 months – all work (except 30 month mechanical subcontractor warranty)
- Written plan will be required to cover procedures
- Shall include minimum monthly site visits by individual capable of making minor repairs and obtaining coordinating subcontractors

Full-Time Superintendent

- On-site, full-time superintendent for the duration of job

Cost & Audit

- Prior to initial request for payment, contractor shall submit and obtain approval of a schedule of values for the work, which shall be in sufficient detail as to permit an adequate review/verification of the progress of the Work. No payment until approval.
- Progress billing based on percent of completion of approved schedule of values.
- Within 30 days of submission of progress billing for 50% of the Work, contractor to submit a complete summary of costs incurred, grouped by CSI category all payments made. At owner's option backup/proof of payment for any/all costs may be required.
- Within 45 days of Substantial Completion (contractor to submit a complete summary of costs incurred, grouped by CSI category all payments made and contractor shall make available to the owner or owner's representative or auditor all invoices, checks, etc. to substantiate costs.

GMP

- Within 30 days after selection, Construction Manager shall submit to owner a preliminary estimate.
- Prior to start of construction, Construction Manager shall submit for approval final GMP, which shall include a detailed summary of costs, arranged by CSI category. The GMP shall include line items for project supervisor, contingency, allowances, insurance and fee.

Meetings

- When requested by Owner and at weekly progress meetings during construction, the Construction Manager shall be represented by either a project manager or officer of the company who is knowledgeable of the project and has the authority to make decisions for the Construction Manager

Byers Tract Seedling Planting, Tree Removal, and Sign Installation Services Commissioners Court - Regular Session

Date: 01/11/2011
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 2, 2011 at 2:00pm in the Purchasing Department to receive bids for Byers Tract Seedling Planting, Tree Removal, and Sign Installation Services, bid number 11WC910.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Project IFB](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 01/06/2011 09:19 AM
Final Approval Date: 01/06/2011



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

<http://www.williamson-county.org/Purchasing>

INVITATION FOR BIDS

Byers Tract Seedling Planting, Tree Removal, and Sign Installation Services

BID NUMBER: 11WC910

BIDS MUST BE RECEIVED AT OR BEFORE: February 2, 2011 – 2:00 PM

BIDS WILL BE PUBLICLY OPENED: February 2, 2011 – 2:00 PM

BID SUBMISSION

DEADLINE: Bids must be received in the Williamson County Purchasing Department **at or before Wednesday, February 2, 2011 at 2:00 PM**. Bids will be publicly opened at 2:00 PM or soon thereafter in the Williamson County Purchasing Department.

METHODS: Sealed bids may be hand-delivered or mailed to the *Williamson County Inner Loop Annex, Purchasing Department, Attn: Jonathan Harris, 301 SE Inner Loop, Suite 106, Georgetown, Texas 78626*.

LOCATION DIRECTIONS: Please see page 15 of this document for a map and directions to the Williamson County Inner Loop Annex.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

BID REQUIREMENTS

PRE-BID MEETING: All vendors interested in submitting a bid are invited to attend the non-mandatory, on-site pre-bid meeting at **2:00 PM on Monday, January 24, 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.**

SUBMITTAL: One (1) original bid and three (3) copies must be submitted and consist of the COMPLETED AND SIGNED Bid Form and any other required documentation. **All copies must have the same attachments as the original.**

SEALED: All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. If an overnight delivery service is used, the bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County requests bidder to supply with this bid, a list of three (3) references where like services have been supplied by their firm in the last five (5) years. At a minimum, provide name of firm, address, telephone number, and name of representative.

LEGIBILITY: Bids must be legible and of a quality that can be reproduced.

FORMS: All bids must be submitted on the forms provided in this Invitation for Bids. Changes to forms made by bidder may disqualify their bid. Bids cannot be altered or amended after submission deadline.

LATE BID: Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: It is expected that a prospective bidder will be able to affirmatively demonstrate bidder's responsibility. A prospective bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;

d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

AWARD

THIRTY DAYS: Awards would be made no later than thirty (30) days after the bid opening date. Results may be obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE:

No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County.

CONTRACT: This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful Bidder and Williamson County. The successful bidder will be required to sign the Agreement Between Owner and Contractor attached herein below, which contains terms necessary to ensure compliance with the bid (sometimes referred to herein as the "contract" or the "agreement". This Bid, when properly accepted by Williamson County, and the fully executed Agreement Between Owner and Contractor shall collectively constitute the "Contract" between the parties.

CONTRACT ADMINISTRATION: Under the Contract, Robert B. Daigh P.E., Senior Director of Infrastructure, (512) 943-3330, shall be the contract administrator with designated responsibility to ensure compliance with the requirements of the Agreement, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful Bidder.

BID CONTACTS

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email or phone and are **due by 5 PM CST on Monday, January 31, 2011**. Every effort will be made to answer questions within 24 hours of receiving them.

TECHNICAL CONTACT:

Stacey Benningfield
Associate Vice President
Environmental Services Leader
HNTB Corporation
301 Congress Avenue, Suite 600
Austin, Texas 78701
SBenningfield@HNTB.com
(512) 565-7159

PURCHASING CONTACT:

Jonathan Harris
Assistant Purchasing Agent
301 SE Inner Loop, Suite 106
Georgetown, TX 78626
joharris@wilco.org
(512) 943-1692

MISCELLANEOUS

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Request for Bid. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

FIRM PRICING: The price must be good from the date of bid opening for a fixed period of time. Unless the bid expressly states otherwise, this period shall be until the end of the initial term. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the best bid.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2010 thru September 30, 2011 fiscal year.

SALES TAX: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

DELIVERY: The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

PURCHASE ORDER: If required by the Williamson County Purchasing Department purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, (512) 943-1558.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: <http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

The Williamson County Conflict of Interest Statement is located on Page 13 of this Invitation for Bids. This form should be completed, signed, and submitted with your Bid.

ETHICS: The bidder shall not accept or offer gifts or anything of value nor enter into any business

arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Bidder shall provide with this response, all documentation required by this request for bid. Failure to provide this information may result in rejection of the bid.

TERMINATION FOR CAUSE: In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Bidder's bid, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Bidder may be given a reasonable opportunity to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

TERMINATION FOR CONVENIENCE: Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the Bidder's bid, for convenience and without cause or further liability, upon thirty (30) days written notice to Bidder. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

BID AND PERFORMANCE BONDS: Pursuant to Section 262.032(a) of the Texas Local Government Code, the County will require a good and sufficient bid bond in the amount of five percent of the total contract price if the contract is for the construction of public works or is under a contract exceeding \$100,000.

Section 262.032(b) of the Texas Local Government Code governs the requirements for performance bonds for government entities making contracts. A performance bond shall be required by the County if the contract amount is in excess of \$50,000. Such performance bond shall be made for the full amount of the contract and it

shall be furnished to the County within 30 days of the County's acceptance of the bid or proposal and prior to the commencement of any work. If the contract is for \$50,000 or less, no performance bond shall be required. However, pursuant to Section 262.032(c) of the Texas Local Government Code, if the contract is for \$50,000 or less, no money will be paid by the County until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

PROPRIETARY INFORMATION: All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

WORKER'S COMPENSATION

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. The information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or bid be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

Jonathan Harris
Williamson County Purchasing Department
301 SE Inner Loop - Suite 106
Georgetown, TX 78626

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1692, or you may call the Division of Workers' Compensation at (512) 804-4000.

Workers' Compensation Insurance Coverage:

A. Definitions: Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on

the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

General Information

Williamson County is seeking bids for the enhancement of 4.3 acres in eastern Williamson County. The area to be enhanced is located on the county-owned "Byers Tract". A non-mandatory pre-bid meeting will be held at the project site on Monday, January 24th, from 2:00 to 3:00 PM. In the event of inclement weather, the pre-bid meeting will be rescheduled and held on Friday, January 28th, from 2:00 to 3:00 PM. Questions concerning the pre-bid meeting should be directed to Stacey Benningfield at (512) 565-7159.

Vendors are to provide a turnkey solution with work to be performed under this contract to include:

- planting 435 hardwood, bottomland seedlings on approximately one (1) acre of the 4.3 acre site that is currently non-forested;
- removal of non-native and undesirable trees species as well as selective removal of weak, split, unhealthy or otherwise compromised hackberry trees within the remaining 3.3 acres of the site; and
- installation of informational signs.

Work may also include, at the option of the County, the construction of three sides of a perimeter fence around the 4.3 acres (tying into the existing fence along the eastern-most boundary of the site). Within 30 days of receipt of bids, the County will decide whether to proceed with construction of the fence.

All bids shall include the cost of the fencing and its construction and installation, however, this portion of the bid shall be reported separately from other work under "FENCING BID AMOUNT". "TOTAL BASE BID AMOUNT" will cover all costs associated with tree plantings, tree removal, and informational signs. For a bid submittal to be considered, it must be complete and provide both bid amounts.

The successful bidder will be responsible for furnishing, planting, establishment and maintenance of seedlings until March 15, 2012 (approximately one year after completion of required plantings) and furnishing and replanting any seedlings missing or not surviving after the first growing season. Work shall be completed in accordance with the following specifications:

TREE PLANTINGS (SITE PREPARATION, PLANTINGS AND MAINTENANCE)

- Immediately prior to planting, the approximately one acre planting area shall be mowed/shredded.
- All areas between and around planted seedlings shall be mowed (not shredded) three additional times (spring, summer, and fall) subsequent to planting.
- Prior to initial planting, glyphosate shall be applied along planting rows to aid in suppression of competitors.
- The initial planting of 435 healthy seedlings shall occur in February 2011.
- Each seedling shall be a minimum of eighteen (18) inches in height.
- The Contractor shall provide all seedlings; however, the source of seedlings must be approved by the County in advance of seedling procurement. The County reserves the right to refuse/reject weak, unhealthy or otherwise substandard seedlings.
- Unless otherwise approved by the County, the following tree mix shall be utilized:
Qty.100 Pecan (Carya illinoensis)

Qty. 85 Cedar Elm (*Ulmus crassifolia*)
Qty. 50 Chinkapin Oak (*Quercus muehlenbergii*)
Qty. 50 Bur Oak (*Quercus macrocarpa*)
Qty. 75 Persimmon (*Diospyros virginiana*)
Qty. 25 Boxelder (*Acer negundo*)
Qty. 25 American Sycamore (*Platanus occidentalis*)
Qty. 25 American Elm (*Ulmus americana*)

- Bare root, potted and ball root seedlings are acceptable.
- Seedlings shall be planted by hand.
- Seedlings shall be planted on 10' x 10' spacings.
- Each seedling will be protected from deer and other browsers via wire mesh or other appropriate means.
- Post planting, one acre inch of water shall be applied over the one acre planting area twice per month during March, April, May, June, July and August 2011.
- Water is not available on site; thus, the Contractor shall be responsible for locating an appropriate water source and trucking water from off-site to the planting area.
- The Contractor shall monitor the site and provide monthly progress/activity reports to the County (final report due by March 15, 2012).
- The Contractor, in conjunction with County representatives, shall conduct a comprehensive inspection of the planting area during September and November 2011 for the purpose of evaluating site success and identifying missing and/or dead seedlings.
- Should missing and/or dead seedlings be noted during the comprehensive inspections, the Contractor shall replace missing and/or dead seedlings between December 2011 and February 2012.

TREE REMOVAL

- The Contractor shall remove non-native and undesirable trees species as well as weak, split or otherwise unhealthy hackberry trees within the remaining 3.3 acres (non-planting area) of the site.
- The County shall be responsible for identifying and marking trees to be removed.
- Trees shall be removed at below ground level and any resulting holes/depressions shall be filled with top soil.
- Trees downed within the project site shall be removed by the Contractor and properly disposed of off-site.
- Tree removal shall be complete by July 31, 2011.

INFORMATIONAL SIGNS

- The Contractor shall install informational signs along the perimeter of the 4.3 acre mitigation area.
- A total of three (3) signs shall be installed.
- Sign locations shall be determined by the County.
- Each sign shall be a minimum of 4' x 5'.

- Signs shall be constructed of heavy duty, high density plastic or other material approved by the County.
- Signs shall be permanently mounted on metal pipe supports, with two supports used per sign.
- Signs shall be installed within sixty (60) days of award.
- Sign wording shall be provided by the County.

FENCING

NOTE: Fencing is to be presented as a stand alone “optional” item within bid. Within 30 days of bid award, County will decide whether to exercise option.

- If the fence option is exercised, the Contractor shall construct three sides of a perimeter fence around the 4.3 acres (tying into the existing fence along the eastern-most boundary of the site).
- The fence shall be a five-strand barbed wire (12 ½ gauge; two point).
- Corners shall be in an “H” configuration and constructed of heavy gauge metal pipe. Pipe shall be 2 inches in diameter, 7 ½ feet in length, and have a wall thickness of .154 inches. Cross-brace shall be a minimum of 6-feet in length.
- Corner/end posts shall be embedded approximately 2 ½ feet below ground surface and set in holes 3-feet deep and one-foot in diameter. Holes shall be backfilled with concrete.
- Between corners, 6 ½-foot tall metal T-posts shall be installed at 10-foot spacings. Each T-post shall be embedded a minimum of 18 inches below ground surface.
- Hard wire (not aluminum) ties shall be used to connect barbed wire to T-posts.
- Metal stays shall be placed between T-posts.
- The Contractor shall install a heavy duty galvanized gate (12’ wide and 4’ high) at a location acceptable to the County.
- The fence shall be constructed within 30 days of County’s decision to exercise fence option.
- The Contractor shall maintain fence until March 15, 2012.

Requirements

Deadline for submission – Bids must be submitted prior to **Wednesday, February 2, 2011 at 2:00 PM**. Bids must be submitted to the Williamson County Purchasing Department, which is located at 301 SE Inner Loop, Suite 106, Georgetown, TX 78628. Responses may either be mailed or hand delivered in a sealed envelope. Responses should be clearly labeled with **Bid # 11WC910** on the front of the envelope.

Length of Bid Response

Though there is not a page limit for bid responses, to save natural resources including paper, and to allow County staff to efficiently evaluate all submitted responses, Williamson County requests that responses be orderly, concise, but comprehensive in providing the requested information. Please limit additional, non-requested information.

Please provide your Bid response using:

- 8 ½” x 11” pages, inclusive of any cover letter or supporting materials
- The least amount of plastic/laminate or other non-recyclable binding materials
- Single-sided printing

Contract Award

A recommendation for Contract Award will be made to the Williamson County Commissioners Court after the lowest and best bid meeting specifications and requirements is determined.

Location

BYERS TRACT, 12000 E. STATE HWY 29, GEORGETOWN, TX 78626 (2 MILES EAST OF JONAH, TEXAS, ON THE SOUTH SIDE OF THE ROAD).

Special Conditions

- Scheduling of work to be performed will need to be coordinated with representatives of the Williamson County Parks Department, where the work will be performed.
- Vendor is responsible for the total repair and/or replacement cost of any damage sustained to existing facilities.
- Vendor is responsible to supply all tools, equipment, and labor required to properly provide all listed services.

Vendor Bids Are to Include:

1. Completed **References** form for three (3) references where like products and services have been provided by your firm in the last 5 years, pgs 11-12.
2. Completed **Williamson County Conflict of Interest Statement**, pg 13.
3. Completed **Williamson County Bid Form**, pg 14.
4. A Bid Bond for 5% of the Total Base Bid Amount if it's more than \$100,000, pg 3.

The awarded bidder will have the lowest and best "TOTAL BASE BID AMOUNT" while meeting all specifications and requirements.

ADVERTISING OF PROJECTS

The Williamson County Purchasing Department is continually looking for efficient ways to notify vendors regarding our bids, proposals, and requests for qualifications, and wants to know how vendors are finding out about County projects. Though not a requirement, please answer and submit the following short survey with your Bid response. Thank you in advance for your feedback.

My company/firm was made aware of this Invitation for Bids (IFB) by:

- a. An ad in the Austin American Statesman newspaper ☐ Yes ☐ No
- b. An ad in the Williamson County Sun newspaper ☐ Yes ☐ No
- c. An email notification from the County ☐ Yes ☐ No
- d. The County Purchasing Department website ☐ Yes ☐ No
- e. County Department or Employee ☐ Yes ☐ No
- f. Plan room(s) ☐ Yes ☐ No
Name of Plan Room(s) _____

- g. Texas Comptroller, Electric State Business Daily ☐ Yes ☐ No
- h. Other: _____ ☐ Yes ☐ No

Any additional advertising suggestions?

REFERENCES

List three (3) customers during the past five (5) years for which you provided, goods and/or services similar to those specified in this solicitation. Provide the owner's name, contact person, address, telephone number, and date services were performed, as described.

1. Owner's Name:

a. Description of goods or services provided: _____

b. Contract Amount: _____

c. Date services completed: _____

d. Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Owner's Name:

a. Description of goods or services provided: _____

b. Contract Amount: _____

c. Date services completed: _____

d. Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

3. Owner's Name:

a. Description of goods or services provided: _____

b. Contract Amount: _____

c. Date services completed: _____

d. Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____



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 BID FORM

Byers Tract Seedling Planting, Tree Removal, and
Sign Installation Services

BID NUMBER: 11WC910

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

TOTAL BASE BID AMOUNT (To include all costs: seedlings, materials, equipment, labor, installation, delivery, possible bonds, etc):

\$ _____

FENCING BID AMOUNT (To include all costs: fencing, materials, equipment, labor, installation, delivery, etc):

\$ _____

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Request for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

Signature of Person Authorized to Sign Bid

Date: _____

Printed Name and Title of Signer: _____

ACKNOWLEDGEMENT OF ADDENDA

The bidder shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it no later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications/scope of work, delivery time, quantities, bonds, qualifications, etc.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

Williamson County Inner Loop Annex

Address:

301 SE Inner Loop
Georgetown, TX 78626

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

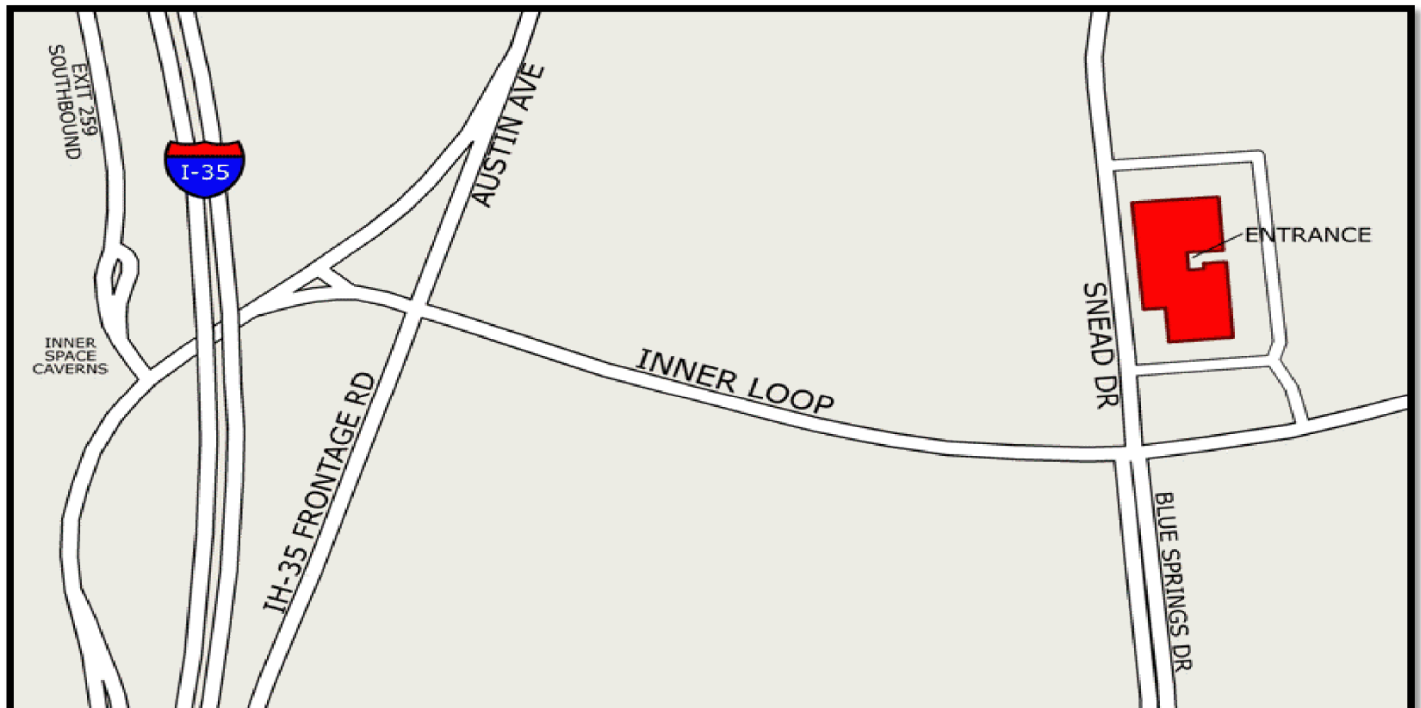
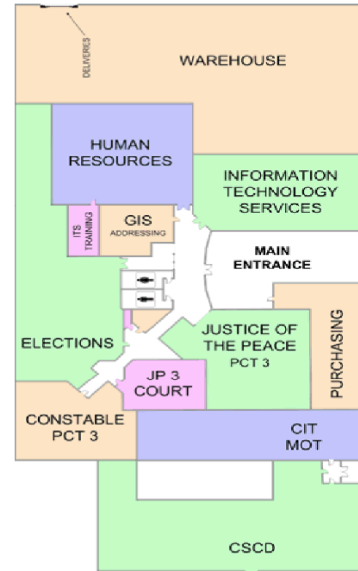
At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

INNER LOOP ANNEX FLOOR PLAN



Sub-Depository contract Commissioners Court - Regular Session

Date: 01/11/2011
Submitted By: Jonathan Harris, Purchasing
Submitted For: Vivian Wood
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding Bank sub-depository services RFP#10WCP909, to the overall best proposal to JP Morgan Chase & Co.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [Chase Bank contract](#)

Link: [Sub-depository eval sheet](#)

Form Routing/Status

Form Started By: Jonathan Harris Started On: 01/06/2011 09:29 AM
Final Approval Date: 01/06/2011

Document Checklist | JPMORGAN CHASE BANK, N.A.

21 December 2010

WILLIAMSON COUNTY
710 S MAIN ST STE 105
GEORGETOWN, TX 786265701
USA

Thank you for choosing JPMorgan Chase for your banking needs. The following page(s) list the documents contained in this package that pertain to the products and/or services you have requested, with instructions for each document.

In striving to deliver best-in-class service, we encourage you to complete and return any of the attached documentation requiring signature within **5 business days** from the day you receive this package. Please let us know if there is any way we can assist you. We understand that on occasion this timeline cannot be met due to other priorities, the complexity of requirements, and/or the availability of authorized signatories. In such cases we kindly ask that you advise us when we can anticipate receipt of the documentation or if there is any additional support we can provide. Timely receipt of the documents enables us to better complete your request in the desired timeframe.

For your protection, where documents in this package are being sent as e-mail attachments and have been pre-filled, the account and/or SSN/TIN number has been truncated to the last 4 digits, or the documents have been encrypted and may require a password to open.

We at JPMorgan Chase are fully committed to meeting your banking needs. We are happy to answer any questions you may have regarding the attached documents. If you need assistance, please do not hesitate to call.

Kind regards,

Nanette Gil
512-479-2266
NANETTE.GIL@chase.com
221 West Sixth Street
Austin, TX 787013400

	Document Name	ID	Instructions
☐	Consolidated Service Terms for Commercial Bank and Dealer Commercial Services	1	For reference only
☐	Global Account Terms - US Addendum	2	For reference only
☐	CB Business Signature Card	3	Complete, Sign and Return.
☐	Certificate Regarding Accounts- CRA	4	Complete, Sign and Return.
☐	Certificate of Incumbency	5	Complete, Sign and Return.
☐	Global Account Terms	6	For reference only
☐	W-9	7	Complete, Sign, and Return



V1.3_10_04_10

Consolidated Service Terms

J.P. Morgan Chase provides an array of treasury services to meet your business needs. This booklet contains important information about J.P. Morgan Chase solutions that we provide. If you would like to add a service that is covered in this booklet, please contact your Commercial Banking Representative

TREASURY SERVICES (United States)
Commercial Bank



Welcome to JPMorgan Chase Bank, National Association ("J.P. Morgan", "Chase", or "Bank"). We are pleased that you have decided to maintain a banking relationship with us. This Consolidated Service Terms booklet ("Booklet") contains the terms and conditions for certain cash management services ("Service Terms") J.P. Morgan may provide to you. By executing the Account Terms Acceptance Letter, Certificate Regarding Accounts, Business Signature Card, service implementation form or similar document, or by using or continuing to use any of the services referenced herein after receipt of this Booklet, you agree that the Service Terms included in this Booklet, in addition to the Account Terms and such supplements, amendments, notices and additional service terms provided to you from time to time will govern your existing and future deposit accounts maintained with us, in addition to those services that the Bank provides to you, as applicable.

Part I includes Treasury Services Service Terms applicable to all Commercial Banking customers. Part II includes Service Terms for additional services that the Bank may provide to you. Part III includes Service Terms applicable for Liquidity Solution services which the Bank may provide to you. All Service Terms are subject to the Bank's Account Terms. Any modifications to this Booklet, including but not limited to any changes, amendments, deletions, and/or additions, will not be binding upon the Bank unless such modifications are acknowledged and agreed to in writing by an officer of JPMorgan Chase.

We look forward to serving your business needs and thank you again for choosing Chase.

I. SERVICES FOR COMMERCIAL BANKING CUSTOMERS

A.	ACH Origination	3
B.	ACH Debit Block and Transaction Review	5
C.	USD Funds Transfer	6
D.	USD Funds Transfer By Check	6
E.	Lockbox	7
F.	Coin & Currency	8
G.	Positive Pay, Reverse Positive Pay & Payee Verification	9
H.	Controlled Disbursement	10
I.	Image Cash Letter	11
J.	Check Printing	12
K.	Telephone Tax Payment	13
L.	Client Access	14

II. ADDITIONAL SERVICES FOR COMMERCIAL BANKING CUSTOMERS

A.	Multicurrency Deposits & Collections	18
B.	International Cash Letter	20
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III. LIQUIDITY SOLUTION SERVICES FOR COMMERCIAL BANKING CUSTOMERS

A.	US Cash Concentration Service Terms (Single Entity)	23
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C.	Cross-Border (U.S./U.K.) Concentration Service Terms (Single Entity)	25
D.	Cross-Border (U.S./U.K.) Concentration Service Terms (Multi Entity)	26



The services described herein (each a "Service") are subject to the Bank's Account Terms (as may be amended from time to time), which are hereby incorporated by reference into each Service Terms. By using any of the Services described hereunder, the Customer acknowledges that it has received and agreed to the Account Terms, as supplemented by these Service Terms. Capitalized terms in the Service Terms, unless otherwise defined herein, shall have the meanings set forth in the Account Terms

Part I: Service Terms – Consolidated Service Terms Booklet

A. ACH Origination

The Automated Clearing House (ACH) is a batch processing payment system that U.S. banks use to exchange and settle credit and debit transactions on behalf of their clients or themselves. The origination of ACH Entries and the transmission and issuance of related transactions and information will be pursuant to these terms and the Operating Rules and Guidelines (collectively the "Rules") of the National Automated Clearing House Association. Capitalized terms used in this subpart, unless otherwise defined in this subpart shall have the same meanings as set forth in the Rules. The Customer and the Bank agree to comply with and be bound by the Rules as in effect from time to time, including without limitation, the provision making payment of a Credit Entry by an RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Credit Entry and the Customer acknowledges that it has received notice of such rule and of the fact that if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and the Customer will not be deemed to have paid the Receiver the amount of such Credit Entry.

1. **Service.** The Bank provides ACH origination Services that will enable the Customer to do one or more of the following: (1) originate ACH Debit Entries; (2) originate ACH Credit Entries; and (3) issue paper drafts in lieu of ACH Debit Entries ("Drafts"). In conjunction with originating Entries or Drafts, the Customer may instruct the Bank to issue or transmit pre-notifications, requests for reversal or return, notifications of change or other information pertaining to the Entries. Origination of ACH credit Entries and origination of ACH Debit Entries (or Drafts) are two separate Services and approval or setup of one ACH Service does not automatically create the ability to utilize the other.

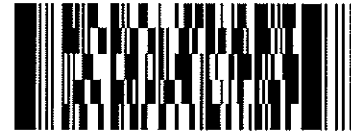
It is the Customer's responsibility to provide Entries and instructions to the Bank with all the necessary information to complete the Customer's requested transactions. The Bank may reject or delay processing transactions or information if instructions are not complete or are inaccurate, contain an inactive Company ID or otherwise do not meet the criteria the Bank specifies for acceptance. All instructions to the Bank must be received by the Bank before the Bank's established cutoff time in order for processing to commence on that ACH processing day. Any instruction that is incomplete or that the Bank finishes receiving after the relevant cutoff time will be processed by the Bank on the next day the Bank processes ACH transactions. All transactions are subject to acceptance by the Bank.

The Bank will notify the Customer of any transactions or other transmissions that are rejected or returned. If the Customer wants the Bank to reprocess those transactions or transmissions, the Customer must correct them and resubmit them. The Customer agrees to furnish the Bank with copies of any authorizations or notifications, if requested.

2. **Security and Data Protection Procedures; Examination.** If the Bank follows agreed upon security procedures, the Bank may process and transmit transactions or information in the Customer's name. Unless the Customer and the Bank otherwise agree, transmissions to the Bank will be authenticated and/or encrypted using commercially reasonable security technologies meeting standards acceptable to the Bank. If the Customer uses a security procedure other than as described in the preceding sentence, the Customer acknowledges that the Customer chose such other security procedure after the Bank offered, and the Customer declined, the option of authenticating or encrypting and the Customer agrees to be bound by any transaction, whether or not authorized, issued in the Customer's name and accepted by the Bank in compliance with the security procedure the Customer chose. If the Customer elects not to utilize recommended message authentication and/or encryption technology, the Customer assumes all responsibility for unauthorized disclosure or unauthorized access to the Customer's data that occurs during transmission or while such data is in storage.

The Customer shall provide the Bank with ongoing access, at Bank's request, to all Originators' files. Further, upon notice from Bank, the Customer shall provide such auditors and other Bank personnel as Bank may, from time to time, designate in writing with reasonable access at all reasonable times to the Customer's facilities, data and records relating to the initiation of Entries for the purpose of performing audits to verify the Customer's compliance with these Service Terms and the Rules. The Customer shall provide, and shall cause its subcontractors to provide, such auditors and personnel any assistance that they may reasonably require.

3. **Settlement and Exposure Limits.** Subject to this subpart, on the settlement date, the Bank will credit the Customer's account with the Bank that the Customer specifies for the total of: (1) the Customer's debit Entries that the Bank processed for settlement that day; (2) drafts issued for deposit to the Customer's account on that day; and (3) any returned or reversed Credit Entries. The Bank may delay the availability of funds deposited into the Customer's account by debit Entry or draft until those transactions cannot be reversed in accordance with the Rules or applicable law.



The Bank will debit the Customer's Account with the Bank that the Customer specifies for the total of credit Entries processed in the Customer's name and for any returned Debit Entries and Drafts. The Bank may require the Customer to pay the Bank the amount of any credit Entries on the date of transmission to the Bank or otherwise prior to the settlement date. The Bank also may require the Customer to maintain collateral with the Bank in an amount the Bank specifies.

The Bank may from time to time establish or revise maximum dollar limits for the total value of all outstanding files of credit Entries and/or debit Entries and Drafts that the Bank will release on the Customer's behalf. The Bank may change or cancel the limits at any time without prior notice to the Customer, although the Bank will try to notify the Customer before the Bank does that.

4. **Warranties; Indemnity.** Except as specified below, the Customer will be deemed to make the same warranties to the Bank as the Bank makes pursuant to the Rules. In the case of an Entry originated to another account with the Bank, warranties will be deemed to be given as of the time the Bank first processes the Entry. The Customer will not be deemed to warrant the power of the Bank under applicable law to comply with the requirements of the Rules or the conformity of Entries and other data the Bank transmits to the file specifications contained in the Rules. The Customer further represents, warrants and acknowledges that each Entry and Draft it originates will comply with all applicable U.S. laws and regulations and acknowledges that Entries may not be initiated that violate the laws of the United States.

The Customer agrees to indemnify the Bank and the Bank's employees, officers, directors and agents and hold all of them harmless from and against any and all claims, demands, losses, liabilities or expenses (including attorneys' fees and costs) resulting directly or indirectly from (1) the Customer's breach of any warranty made under this section and (2) compliance by Bank and the RDFI with any request the Customer makes for a cancellation, stop payment, reversal or recall of any Entry.

5. **Stop Payments; Reversals and Recalls.** Customer's instruction to cancel, stop payment of, reverse or recall one or more Entries must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's procedures advised to Customer. Entries or other instructions may not be amended or modified.
6. **Third-Party Service Providers.** The Customer may choose to use a third-party service provider or service bureau to issue Entries or other instructions, handle returned Entries or perform other functions for and on the Customer's behalf. If the Bank accepts such Entries or other instructions, the Customer will be bound by them. The Customer is responsible for all actions taken or not taken by the Customer's provider, and the Customer is responsible for all costs and expenses of the Customer's provider.
7. **Third-Party Sender.** If the Customer is a Third-Party Sender, as such term is hereafter defined, (a) the Customer warrants that the Originator has agreed to be bound by the Rules and has satisfied the obligations of an Originator under the Rules; (b) in any case where the Originator fails to perform its obligations under the Rules as an Originator, the Customer shall indemnify, defend and hold the Bank harmless from and against any and all claims, demands, losses, liabilities and expenses, including attorneys' fees and costs, that result directly or indirectly from the failure of the Originator to perform its obligations as an Originator under the Rules; (c) the Customer agrees to cooperate with the Bank regarding any request for information concerning the identity of any Originator; and (d) the Customer represents, warrants and covenants that neither these Service Terms nor anything related to the ACH Origination Services violates, contravenes or is inconsistent with any of the terms, conditions or provisions of any agreement, understanding or arrangement between the Customer and the Originator. Further, the Bank will rely on the Customer to evaluate the legitimacy of the Originators and their transactions originated by the Customer and for ensuring that instructions do not involve illegal activities. The Customer hereby represents and warrants to Bank that Customer (a) conducts due diligence on each Originator for which the Customer is initiating Entries in accordance with "Know Your Customer" policies and procedures maintained by Customer that provide for the gathering of information relating to the originator's principal business activities and geographic location and verification that the Originator is operating a legitimate business and (b) regularly monitors its Originator's transactions for suspicious activities. Upon request by the Bank, the Customer shall promptly provide to the Bank Customer's written due diligence policies and procedures and results of monitoring activities.

The Customer must notify the Bank immediately if the Customer suspects or becomes aware of any activity or transaction of an Originator that the Customer believes may be of an illegal or illegitimate nature or that involves the proceeds of illegal activity or that was conducted, in part or whole, for the purpose of disguising the source of funds. The Bank will be entitled at any time upon notice to the Customer to decline to provide the ACH Origination Services, or terminate the provision of ACH Origination Services, for any Originator on whose behalf the Customer is originating Entries if the Bank determines that there are excessive returns or reversals of Entries originated on behalf of such Originator or if the Bank becomes aware of any information indicating suspicious, fraudulent or illegal activity related to such Originator or for any other reason. Customer shall provide the Bank with ongoing access, at Bank's request, to all Originators' files. Further, upon notice from the Bank, the Customer shall provide such auditors and other Bank personnel as the Bank may, from time to time, designate in writing with reasonable access at all reasonable times to the Customer's facilities, data and records relating to the initiation of Entries for the purpose of performing audits to verify the Customer's compliance with this section. As used herein, "Third-Party Sender" shall mean a person who is not an Originator, who has authorized an ODFI or another Third-Party Sender to transmit, for the account of the Third-Party Sender or another Third-Party Sender, (i) a credit entry to the account of a Receiver with an RDFI, or if the Receiver is also the RDFI, to such Receiver, in order to effect a payment from the Originator to the Receiver, or (ii) a debit entry to the account of a Receiver, or if the Receiver is also the RDFI, to such Receiver, in order to effect a payment from the Receiver to the Originator.

8. **IAT Entries.** If Customer is originating Entries that are required to be formatted under the Rules as IAT Entries, Customer will comply with all applicable Rules relating thereto, and Customer will originate such Entries only through one of Bank's ACH origination channels



that support IAT origination. Some of Bank's ACH origination channels do not accommodate IAT Entries; upon request, the Bank will advise Customer as to which of Bank's ACH origination channels can be used for IAT origination.

If a foreign currency conversion is performed by Bank in connection with an IAT Entry, Customer acknowledges that the foreign currency exchange rates fluctuate, and accepts the risk of such fluctuation, including fluctuations in rate between the time Customer submits the Entry Data Instructions and the time the transaction is executed and/or reversed, returned or recalled. Any payment returns and/or reversals will be credited to Customer's account in the currency in which Customer's account is denominated, and Customer is responsible for any rate fluctuations.

In the event of an erroneous or duplicate IAT Entry originated for payment to a receiving bank outside the United States, the rights of Bank and Customer with respect to reversal or recall of such Entry are subject to the laws, regulations and payment system rules of the receiving bank's jurisdiction.

Customer acknowledges and agrees that IAT Entries may be delayed in processing or posting due to the Bank's or RDFI's review of such Entries for OFAC compliance. Further, Customer understands and acknowledges that unlike PPD Credit Entries, there is no requirement under the Rules that IAT Credit Entries that are made available to an RDFI by its ACH operator by 5:00 pm on the banking day prior to the Settlement Date be made available to the Receiver at the opening of business on the Settlement Date; cleared IAT Credit Entries must be made available no later than the Settlement Date of the entry, but funds are not required to be available at opening of business on the Settlement Date.

B. ACH Debit Block & ACH Transaction Review

ACH Debit Block is a Service that allows a customer to return ACH debit entries originated to the Customer's account with the Bank. ACH Transaction review allows the Customer to review ACH debit and credit entries originated and posted to the Customer's account with the Bank and to instruct the Bank to return some or all of these transactions.

1. ACH Debit Block:

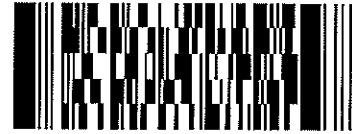
- (a) **Service.** The Customer can select from a variety of authorization or blocking criteria and advise the Bank in a manner and form acceptable to the Bank. The Bank will return any blocked transaction indicating that the ACH debit was not authorized.
- (b) **Company ID Numbers.** If the Customer elects an option that blocks or allows ACH debits from specified companies, the Customer must supply the Bank with the applicable ACH Company ID Number of the Originator as it appears on the Company/Batch Header Record. The Company ID Number will be the sole criterion for blocking Debit Entries (unless Customer has also set maximum dollar limits) and Bank will have no obligation to take any other steps to determine the identity of the Originator. The Customer will be solely responsible for obtaining the correct Company ID Number for each such Originator.

The Customer understands that Company ID Numbers are not unique and that a Company ID Number may identify more than one Originator and one Originator may have multiple Company ID Numbers. The Customer understands that Company ID Numbers are not a perfect filter and that transactions from Originators may be blocked or allowed if the Originator uses a Company ID Number other than the one Customer identifies. The Bank will not be responsible for transactions blocked or allowed in accordance with the instructions the Customer provides for the Company ID Number.

- (c) **Debits Not Affected by Blocking.** ACH debit blocks do not apply to certain transactions. The following types of ACH-related debits will not be blocked:
 - debits to the Customer's account to offset any ACH credit Entries originated by the Customer through Bank;
 - reversals of previously received ACH credit Entries;
 - returns or reversals by the RDFI of ACH Debit Entries originated by the Customer through the Bank;
 - Reclamation Entries;
 - debits to the Customer's account initiated by the Bank or Bank's agent to correct processing errors, effect back valuations, make other adjustments or for fees, charges or other amounts the Customer owes the Bank; and
 - debits to the Customer's account that the Bank posts pursuant to its internal procedures in order to comply with applicable law, regulations or payment system rules or guidance.

2. ACH Transaction Review:

- (a) The Customer shall use filter criteria available through the service to select the types or categories of incoming ACH debit and/or credit transactions to be reviewed or the Customer may elect to review all incoming ACH transactions subject to Section 2(d) below.
- (b) Based upon the filter criteria selected by the Customer, ACH transactions meeting that criteria will be made available for the Customer to review not later than a designated time on the banking day following the day on which the transactions are posted to



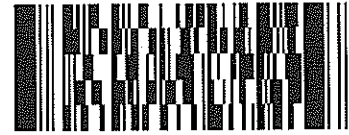
the Customer's account. The details provided by the Bank for each Entry will include account number, dollar amount, company ID, receiver's name, standard entry class code and settlement date.

- (c) The Customer shall advise the Bank by means of an agreed upon transmission method not later than the Bank's designated cutoff time on the same day as transaction information is made available for those transactions, if any, that are unauthorized and that the Customer wishes to return. The Bank is entitled to rely on any instructions that it receives and that it reasonably believes to be genuine. The Bank shall return all such transactions and make corresponding adjustments to the Customer's account to which the transactions had been posted. All transactions reported to the Customer as to which Bank does not receive a timely return instruction from the Customer will remain posted.
- (d) The following types of ACH transactions will not be made available for the Customer's review and decisioning:
 - debits or credits to the Customer's account to offset any ACH Entries originated by the Customer through the Bank;
 - reversals of previously received ACH Entries;
 - returns or reversals by the RDFI of ACH Entries originated by the Customer through the Bank;
 - Reclamation Entries;
 - debits or credits to the Customer's account initiated by the Bank or Bank's agent to correct processing errors, effect back valuations, make other adjustments, or to comply with legal requirements or for fees or charges the Customer owes the Bank; and
 - if the Customer is also subscribing to the ACH Debit Block service, any transactions blocked and returned pursuant to that service.
- (e) Certain transactions reviewed and approved by the Customer may nevertheless be returned by the Bank. This will happen if (i) there are insufficient funds in the Customer's account to cover the amount of an ACH debit or other charge, (ii) a stop payment was previously placed on the transaction or (iii) the Bank determines the transaction must be returned for legal or regulatory reasons. Certain transactions that the Customer advises should be returned may nevertheless be posted by the Bank; these include ACH debits or credits to the Customer's account that the Bank posts pursuant to its internal procedures in order to comply with applicable law, regulations or payment system rules or guidance.

C. U.S. Funds Transfer

J.P. Morgan's Funds Transfer Service enables the electronic transfer and settlement of funds between the Customer and a beneficiary of the payment to destinations around the world. Customers use USD funds transfer services (as opposed to checks or ACH payment services) when they seek same-day settlement with intraday finality and irrevocability of payments.

1. **Service.** The Customer may issue payment orders against its accounts with the Bank by means of SWIFT, electronically, by telephone or by such other method as the Customer and the Bank may agree upon. All funds transfer instructions sent to the Bank shall be in the format specified by the Bank and must be received by the Bank no later than such time as may be established by the Bank upon notice to the Customer. The Bank will determine the order in which it processes payment orders. If the Customer's payment order bears the codeword "PRIORITY" or "TIMED" in such field as the Bank specifies, the Bank will use reasonable efforts to move such payment order to the front of the Bank's processing queue, and such payment shall be handled in accordance with the Bank's procedures for processing such payments.
2. **Security Procedures.** All payment orders and communications requesting amendment of payment orders issued in the Customer's name are subject to verification by the Bank in accordance with the security procedures agreed upon between the Customer and the Bank. Such security procedures may be set forth in written agreements between the Customer and the Bank.
3. **Advices.** The Customer may subscribe to Bank services for the delivery of account-related activity and information ("Advices"), to a party designated by the Customer, including but not limited to information relating to credits and debits to a Customer account, and the return or rejection of certain payments. Advices may be sent via SWIFT or to devices capable of receiving text messages, such as alphanumeric pagers and cellular phones, or as otherwise agreed upon by the parties. The Customer is responsible for maintaining the accuracy of the information that is required to deliver such Advices, including but not limited to the address and/or telephone number of the recipient and, if applicable, the messaging components and conditions that will trigger the transmission of the Advices.
4. **Processing.** The Bank reserves the right to use any funds transfer system and any intermediary bank in the execution of any funds transfer Instruction and may otherwise use any means of executing the funds transfer Instruction which the Bank deems reasonable in the circumstances. The Bank and other financial institutions may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in the funds transfer. Also, the beneficiary's bank in the funds transfer Instruction may make payment on the basis of the identifying number even though it identifies a person different from the named beneficiary.
5. **Same-Day Amendment and Cancellation Service.** The Customer may subscribe to a service to enable same-day amendment and cancellation of payment orders. Once the Bank has expressly approved the customer's use of the service, all cancellation or amendment messages sent to the Bank shall be in the format specified by the Bank and must be received by the Bank no later than such time as may be established by the Bank upon notice to the Customer.



6. **Reference Pattern Search.** The Customer may subscribe to a service to enable the Customer to instruct the Bank to repair information on incoming and outgoing payment orders, and to perform additional services related to beneficiary deduction services. The Customer shall comply with such formatting requirements specified by the Bank in connection with such services. In connection with beneficiary deduction services, the Customer represents and warrants that it has obtained all necessary authorizations to enable the Bank to deduct transaction charges from the funds transfer amount payable to the beneficiary.

D. U.S. Funds Transfer by Check

J.P. Morgan's U.S. Funds Transfer by Check Service allows the Customer to instruct the Bank (as the Customer's agent) to draw U.S. dollar checks ("Disbursement Checks") payable to the order of payees and in amounts designated by the Customer for distribution.

1. **Requests for Disbursement Checks.** All requests for Disbursement Checks must be transmitted to the Bank via authenticated SWIFT transmission, or one of the Bank's proprietary access mechanisms. The Customer shall transmit the requests in such format as the Bank specifies from time to time. The Bank may (but shall have no obligation to) process requests that do not conform to these Service Terms and may impose additional fees for such processing.
2. **Issuance.** Unless the Customer specifies a future issuance date in the Customer's request, each Disbursement Check will be issued within one banking day of the day on which the Bank receives the issuance request. The Bank will not honor requests to draw Disbursement Checks to any person or entity with whom or with which the Bank is prohibited to do business by law or regulation, or in any case where compliance would, in the Bank's judgment, conflict with applicable law or good banking practice. Disbursement Checks will be signed by the Bank on the Customer's behalf substantially as follows:

Drawer: [Customer Name]

By: JPMorgan Chase Bank, N.A. as Agent
for the Above-Named Drawer

As of the day a Disbursement Check is issued, the Bank will debit the Customer's designated demand deposit account in the amount of the issuance instruction.

3. **Stop Payments Orders.** The Customer may issue a stop payment order in respect of any Disbursement Check only by a message sent via authenticated SWIFT to a Bank location to be designated by the Bank and in the format designated by the Bank from time to time. Any stop payment order must include the reference number assigned by the Bank to the Customer's request for the issuance of such Disbursement Check. The Customer shall pay a service fee for each stop payment order in the amount then in effect at such time the Customer issues the stop payment request.

E. Lockbox

Lockbox is a remittance processing Service offered to customers to support their accounts receivables business needs. Through this service, the Customer's remittance deposits are sent to a Post Office Box and picked up by the Bank and delivered to or via courier for further processing and posting to the Customer's deposit account.

1. **Service.** The Bank will maintain the Post Office Box for the Customer's remittances and will have unrestricted and exclusive access to the Post Office Box while providing the Lockbox Service. Customers requiring Caller Service or Business Reply Mail Service for remittance collection must obtain prior approval from the Bank. Upon approval, the Customer will secure such services directly with the United States Postal Service (the "USPS") and ensure the Bank is authorized to collect the mail. The Bank shall not be responsible for delays in processing due to the Customer's failure to pay the USPS for such services or any other action taken or not taken by USPS. The Bank may direct clients to include specific codes or formats within their assigned address in order to ensure mail is identified correctly. The Customer is responsible for ensuring their customers' remittances are properly addressed in order to prevent delays in processing.
2. **Deposit; Endorsement.** The Bank will collect all mail delivered to the designated Post Office Box, and will open the mail, process the checks eligible for this service (the "Items") and credit the funds to the Customer account or process for collection the Items received, except: i) Items which the Customer has instructed the Bank in writing, and the Bank has agreed not to process; ii) Items which the Bank believes should receive the Customer's special attention; iii) Items for which the Customer is not the payee, unless the Customer has provided proper authorization to process for credit or collection of such Items; and iv) any other matter or merchandise received. The Bank will not process such excepted Items or other matters or merchandise, but will forward them to the Customer unprocessed. The Bank assumes no responsibility for the inadvertent processing of Items excepted from processing. The Bank will process credit card payments as point of sale transactions, obtaining authorization as required by applicable card rules; provided, however, the Bank will not place phone calls for authorization of referrals or process credit transactions. The Bank shall not be deemed a merchant processor and shall not be liable for any data entry errors or any chargeback. The Bank assumes no liability for any matter or merchandise received through the Post Office which is not a depositable Item, including cash. Any failure by the Bank to process an Item other than as



provided herein does not constitute a failure by the Bank to exercise ordinary care. The Customer shall be liable to the Bank as a general endorser on all Items processed by the Bank.

3. **Differing Amounts.** If the amount of an Item written in words and figures differ, the Item will be processed for amount written in words. If the Item is accompanied by an invoice or statement and the amount on the statement matches the amount written in figures, and the Customer has requested, and the Bank has agreed, to process such Item for the amount written in figures, the Item may be processed for the amount written in figures. In the event the Bank processes the Item for the amount written in figures, the Customer indemnifies the Bank for any claim which may arise from that action.
4. **Foreign Items.**
 - a. **Canadian Item Processing.** Unless the Bank has agreed otherwise, the Bank will submit both U.S. Dollar and Canadian Dollar Canadian items for processing through correspondent banks in Canada. The Customer must maintain an adequate line of credit to cover the total value of all outstanding Canadian Items in order to avoid Canadian items being processed for Collection. The Bank assumes no liability for delays in processing due to an insufficient credit line. Additional fees may apply for items handled through Collection. Canadian Dollar checks drawn on banks in Canada will be deposited to the Account unless otherwise agreed to by the Bank and the Bank will subsequently make any adjustments to the Account for the currency difference and the currency exchange rate fee. The Bank will credit the Customer Account for Items processed for collection as set forth in the Bank's collection policies as amended from time to time, less all fees and charges. The Customer bears all risk of any fluctuation in currency exchange rates.
 - b. **All Other Foreign Items.** Unless the Bank has agreed otherwise, the Bank will process for collection any foreign Items received, in accordance with the Bank's usual collection procedures for such Items. The Bank will credit the Customer Account for Items processed for collection as set forth in the Bank's collection policies as amended from time to time, less all fees and charges. The Customer bears all risk of any fluctuation in currency exchange rates.
5. **Returned Items; Re-presentation.** If any Item is returned to the Bank unpaid for any reason or there is a claim involving an Item deposited to the Customer Account, the Bank will charge back that Item, together with any fees or other amounts allowed on such claims or for returned Items, against the Customer Account, regardless of whether such debit causes an overdraft to the Customer Account. If, however, the Bank has been instructed in writing by the Customer to re-present Items which have been dishonored or returned to the Bank unpaid for reasons other than account closed, the Bank may do so automatically and without notice to the Customer, and the Bank reserves the same rights to debit the Customer Account should any such Items remain unpaid after the re-presentation.
6. **Security for Imaged Items.** The Bank has specified Security Procedures for receiving and accessing Imaged Items, Imaged Documents and lockbox transaction data. The Bank is not obligated to send any images or data or allow access through the Delivery Media to any images or data which are not requested or accessed in accordance with the Security Procedures. The Customer acknowledges that once a CD-ROM is received, or it has accessed images by any Delivery Media, persons having access to the Customer's computers and image archives may have access to the Imaged Items, Imaged Documents and lockbox transaction data. .
7. **Image Option.** If the Customer elects and this image option is available at the designated Bank processing location, the Bank will provide images of the Items ("Imaged Items") received together with images of related documents ("Imaged Documents"), through the media ("Delivery Media") and at the intervals agreed upon between the Bank and the Customer. The Customer may receive additional service material, including user guides, software licenses and other terms in connection with the selection of this option.
8. **Original Documents; Image Storage.** Unless the Bank has agreed otherwise, the Bank will image all Items and associated remittances and retain original documents on site for no longer than 14 days. All original documents will be destroyed 14 days after processing. If the Customer uses the Bank's Regional Retail Lockbox product, associated original documents are retained on site no longer than 7 days. The Bank will store Imaged Items for a period of seven (7) years from the date of the applicable transaction regardless of any additional imaging service requested by the Customer. If the Customer elects storage of Imaged Documents, the Bank will store Imaged Documents for a period of thirty (30) days (Short Term Storage) to ten (10) years (Long Term Storage) from the processing date of the applicable transaction., per the Customer's selection If the Customer elects to image and not store Imaged Documents with the Bank, such images will be delivered to the Customer via daily Direct Image Transmission.
9. **Accuracy; Legibility.** The information delivered to the Customer through the Delivery Media will be the same as the information in the data entry file provided to the Customer for the applicable time period. If the data entry file contains errors, those errors will also occur on the Delivery Media. The Bank will provide images that are as legible as possible given the legibility of the underlying remittance documents and the selected Delivery Media. The Bank has no liability or responsibility for the condition of the original remittance items provided to the Bank, and it reserves the right to review and approve sample remittance items for legibility prior to providing this service. The Customer is responsible for reviewing images obtained through the Delivery Media and to promptly notify the Bank of any images that are not clear.
10. **Disclosures.** As between the Customer and the Customer's clients, if applicable, certain payments collected hereunder may be subject to various cut-off times and payment deadlines (the "Disclosures"). The Customer acknowledges and agrees that the Bank has no duty to inquire as to the content of any such Disclosures, is not bound by them, and makes no representations or warranties, explicitly or implicitly, regarding same. The Customer is responsible for ensuring that the processing and payment cut-off times established by the Bank are in compliance with the Disclosures and Customer's responsibilities under applicable laws and regulations. The Customer further acknowledges and agrees that the data processed by the Bank belongs to the Customer or the Customer's clients.



F. Coin & Currency

Coin and Currency Services, also referred to as Cash Vault Services, provides coin and currency delivery and deposit services to companies that use large quantities of cash. With a nationwide vault network, Customers can place orders for currency, make deposits 24/7 and track activity by location through electronic reporting options.

1. **Cash Orders.** The Customer may issue written instructions for the Bank to deliver coin and currency to an armored courier service as designated by the Customer (the "Courier") in accordance with the Bank's guidelines ("Cash Order"). The Customer acknowledges that orders for cash can be transmitted to the Bank only during such time as set forth in the Cash Order. The Bank is authorized to debit the Customer's designated account for the amount set forth in the Cash Order (the "Cash"). If the Bank has agreed to such an arrangement, the Customer may also place a Cash Order directly at one of its branch locations by issuing a check to debit the Customer's account at the Bank or as a "cash for cash" exchange. The Bank and the Customer may agree to a limit on the amount of Cash that may be delivered pursuant to a Cash Order ("Cash Limit").
2. **Cancellations and Amendments.** A Cash Order may be cancelled by the Customer orally, telephonically, electronically or in writing by a person the Bank reasonably believes to be authorized to act for the Customer and only if the cancellation is received within a reasonable time before the Cash is delivered to the Courier ("Cancellation"). A Cash Order may only be amended orally or telephonically and the Bank will not be responsible for any change in a Cash Order it has received. Any attempt to amend a Cash Order electronically may result in duplicate Cash being delivered or other error, at the sole risk of the Customer.
3. **Notice of Rejection/Execution.** If the Bank rejects a Cash Order request, it will promptly notify the Customer of the reason. The Bank will notify the Customer when it has executed a Cash Order. Unless, within three (3) business days after receipt of notification of the execution of a Cash Order, the Customer notifies the Bank in writing that a Cash Order was unauthorized or otherwise unenforceable against the Customer, the Bank shall not be liable for executing the Cash Order as notified, including any loss of interest.
4. **Security Procedure.** The Bank must receive a Cash Order using a touch-tone telephone, or other electronic communications device mutually agreed upon by the Customer and the Bank, based upon codes assigned by the Bank to the Customer that identify the Customer and the location (collectively, "Codes"). The Customer agrees that: (a) use of Codes constitutes a security procedure for verifying the authenticity of a Cash Order as being that of the Customer ("Security Procedure"); and (b) the Customer is bound by any Cash Order, the authenticity of which is verified as being that of the Customer by the Bank using the Security Procedure; and any Cancellation. The Customer and the Bank will maintain reasonable security and control of the Codes. The Bank is not responsible or liable for detecting any error in the transmission or content of any Cash Order or Cancellation and the Security Procedure is not intended to detect any such error. No agreement or instruction of the Customer restricting acceptance of any Cash Order or Cancellation is binding on the Bank, except as set forth in these Service Terms or in a writing signed by the Customer and the Bank. These Security Procedures do not apply to Cash Order requests made by the Customer at one of our branch locations when the Customer is making a "cash for cash" exchange or issuing a check to debit the Customer's account at the Bank.
5. **Courier Service.** The Customer may deliver and pick up shipments of cash or checks to or from the Bank by using the services of a courier that has been authorized by the Bank, who will act solely as the Customer's agent. The courier must comply with the Bank's guidelines, as amended from time to time, and must maintain all licenses and permits required by law in addition to adequate insurance to cover its liabilities in providing courier services. The Bank may refuse to permit any courier to enter its premises with or without cause, in which case the Bank will use reasonable efforts to promptly notify the Customer.
6. **Deposit Presentment and Processing.** With regard to deposits delivered to one of the Bank's vault areas, the Customer must deliver deposits in sealed tamper-proof plastic security deposit bags that meet the standards described in the Bank's guidelines and contain only cash, coin and checks. The bags may also contain food stamps if the Customer provides proof satisfactory to the Bank of the Customer's authority to redeem food stamps. The Bank will open the bags and process the deposits.
 - (a) **Delivery to Vault.** If the Bank agrees to accept the Customer deposits at a vault location, the Bank will provide a receipt indicating the number of bags it has received. This receipt is not an acknowledgment of the contents of any bag, nor is any telephonic or other acknowledgment of a deposit.
 - (b) **Delivery to Branch for Delayed Processing.** If the Bank agrees to accept the Customer deposits at a branch location, the Bank will not verify the amount of the deposits at the time of receipt but will provide the Customer with a receipt showing the amount indicated in the Customer's deposit slip. This receipt is not an acknowledgment of the contents of any bag.
 - (c) **Delivery to Unattended Facility.** If the Bank agrees to allow the Customer to use one of the Bank's unattended facilities (including but not limited to a night depository or commercial ATM), the Bank may provide the Customer with an access device (such as a key or card that may require a personal identification number ("PIN")). The Customer must return all access devices to the Bank upon request. We will process any deposits delivered to an unattended facility as provided for in the Bank's guidelines. If the Customer receives a receipt from an unattended facility, the receipt is not an acknowledgment of the contents of any bag or of the receipt of any bag. While the Customer or the Customer's Courier is physically present at one of the Bank's unattended facilities, the Customer is a licensee only and the Bank has no responsibility for the safety of the Customer or its Courier while at such facility.



7. **Discrepancies.** All deposits are subject to verification. If there are differences between the amount credited by the Bank and the amount shown on the deposit slip prepared by the Customer or the receipt provided to the Customer or its Courier upon initial presentment, the count will be recounted. The Bank's determination and records as to its receipt of any bag and as to the contents of any bag is conclusive and binding on the Customer, and the Bank may correct any credit made to the Customer's account. The Bank will notify the Customer's representative designated in the service implementation questionnaire if the difference is more than the minimum amount specified in the Bank's guidelines. All Cash Orders must be validated by the Customer within 24 hours of receipt. If a currency strap, coin bag or wrapped coin difference is identified, contact Cash Services Customer Support at 888-872-0517 to request a Cash Order Claim Form. The completed form and proper documentation must be postmarked within 48 hours of receipt of the Cash Order. Any claims postmarked after the 48-hour period will be denied and Customer will have no right to request or receive an adjustment after such time period.
8. **Relationship upon Delivery of Bags.** Until the Bank recounts the contents of the bags and enters a final credit to the Customer's account as provided in these terms, the Bank is not responsible for any authorized contents or the value of any such authorized contents based upon any deposit ticket included with the bag.
9. **Liability at Unattended Facility.** The Customer assumes all risks of using any unattended facilities, including risks of theft, robbery and personal injury; the Bank is not responsible if a facility fails to operate properly in any way, including failing to open, close, lock or unlock. It is the Customer's responsibility to verify that its bags have dropped down completely into the facility, and the Customer agrees that it will not leave any bags in any facility that does not appear to be operating properly. The Bank will not be liable to the Customer if any unattended facility, tele-entry or online system is closed or otherwise unavailable for use at any time.

G. Positive Pay, Reverse Positive Pay and Payee Verification

Positive Pay, Reverse Positive Pay and Payee Verification services help prevent check fraud on Customers accounts by identifying discrepancies between checks presented to the Bank for payment and those checks issued by Customers. With Positive Pay, the Customer sends check issuance information to the Bank and the Bank compares such information to checks being presented for payment. With Reverse Positive Pay, the Bank sends the Customer information on checks being presented for payment and the Customer does its own comparison. Payee Verification is an enhanced feature for Positive Pay whereby the Customer includes payee name information and the Bank compares such information against the payee names on checks being presented. As a condition precedent for receiving Payee Verification, the Customer must be receiving Positive Pay in connection with the same Account.

1. **Issuance Information.** The following information is defined as "Issuance Information" for each Item: i) Account number; ii) Item serial number; iii) dollar amount; iv) issue date [for Positive Pay and Payee Verification only]; and v) the payee name [for Payee Verification only]. For Positive Pay and Payee Verification, the Customer will provide the Bank the Issuance Information by the Banking Day on which the Customer issues Items, by means of a mutually agreed upon transmission method the Issuance Information. The Bank will compare the Issuance Information with the Items presented to the Bank for payment against the Account. For Reverse Positive Pay, the Bank will send the Customer the Issuance Information and the Customer will compare such information with the checks they have issued.
2. **Discrepancies.** For Positive Pay and Payee Verification, if Items are presented to the Bank for which it has not received timely Issuance Information or containing information different from the Issuance Information for that Item, the Bank will notify the Customer by means of a mutually agreed upon method, by the designated time of the Banking Day following the Banking Day the Item is presented. The Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment ("Presentment Decision"). In the event that the Customer fails to timely inform the Bank about any Item for which a Presentment Decision is requested, as required above, the Bank is authorized to return such Item unless otherwise agreed by the Customer and the Bank. For Reverse Positive Pay, the Bank will provide Issuance Information to the Customer of Items presented for payment; the Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment; and in the event that the Customer fails to timely inform the Bank as required, the Bank is authorized to pay such Item(s) unless otherwise agreed by the Customer and the Bank. The Bank is entitled to rely on any instructions that it receives and reasonably believes to be genuine.
3. **Payee Verification Additional Terms.** For Payee Verification, Customer acknowledges that Items that have been converted to ACH transactions prior to being presented for payment will not be eligible for this service and the payee name information will not be compared to the Issuance Information for Items that have been converted to ACH transactions. If the Customer fails to provide the Issuance Information in the file format required by the Bank, the Bank will not be liable for not detecting any discrepancy between the Item and the Issuance Information or for processing such Item. The Bank reserves the right to set a threshold amount for Items (as may be revised by the Bank from time to time) to be reviewed under the Payee Verification (the "Threshold Amount"). The Items below the Threshold Amount will be handled according to the standard Account Documentation governing the Customer's Account; however, the Customer will not be liable for such Items if the discrepancy would have otherwise been detected under this Service. With regard to payee name comparison, the Bank will compare the payee name provided in the Issuance Information to the payee lines in the name/address block identified on the Item presented as provided for in the Bank's setup requirements and will be limited to those parameters specifically agreed to by the Customer and Bank.
4. **Voided Items.** The Customer agrees to place a void on an Item in the Issuance Information only with respect to Items that are not in circulation. If the Customer wants to stop pay on a check that has been issued, the Customer is required to issue any Stop Payment request pursuant to the Bank's Account Terms, outside of these services.



5. **Item Payment.** The Bank is not obligated to maintain signature cards for the Account and whether or not the Bank does maintain such signature cards; in no event shall the Bank be obligated to inspect any check for the presence or authenticity of any signature or to determine whether any signature is authorized. The Customer acknowledges that the Bank's adherence to these procedures in these terms, in lieu of signature examination, will constitute the exercise of good faith and ordinary care by the Bank in handling Items presented for payment against the Account.
6. **Over the Counter Presentment.** The Bank may, without liability to the Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations. If an Item is presented for encashment at one of the Bank's branch locations at the teller line, the Customer authorizes the Bank to pay such Item based upon the Positive Pay information at the teller line. The Bank may charge a person who cashes an Item drawn on the Customer's Account a fee at the time of encashment.

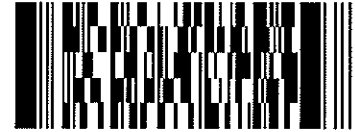
H. Controlled Disbursements

Controlled Disbursement Accounts help customers effectively manage the disbursement process to gain control over idle balances and automate funding transfers and is designed to provide disbursement totals early each business day.

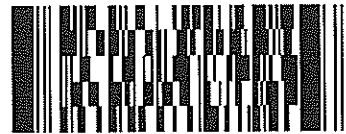
1. **Controlled Disbursement Account.** Each Controlled Disbursement Account, except as set forth herein, shall be opened and maintained in accordance with the Bank's Account Documentation. Customer agrees that if it fails to utilize one of the Bank's positive pay services on the Controlled Disbursement Account, that failure will constitute Customer negligence contributing to the making of any unauthorized signature and Customer assumes the risk that Items presented against the Controlled Disbursement Account may be forged or altered, to the extent that the positive pay services the Bank offers may have prevented any loss. The Bank will have no liability for any loss related to an Item presented against the Controlled Disbursement Account which would otherwise generally have been returned under such positive pay services.
2. **Payment of Items.** Bank, on each banking day, will advise Customer of the total amount of Items drawn against the Controlled Disbursement Accounts that are presented for payment, on that day, to the Bank by a Federal Reserve Bank or another depository institution pursuant to a same-day settlement arrangement. Bank will honor checks or drafts ("Items") which are properly payable, but shall have no obligation to pay any Item should sufficient immediately available funds to cover such Items not be transferred to the Controlled Disbursement Account in accordance with these Service Terms and the Account Documentation.
3. **Over-the-Counter Presentment.** Bank may, without liability to Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations.
4. **Funding Account for Controlled Disbursement.** Customer will maintain with Bank a designated account for purposes of funding the Controlled Disbursement Account, or the funding account may be maintained at an affiliated bank or other financial institution (the "Funding Account"). Customer authorizes Bank to debit the Funding Account for the total amount of the Items presented and any funds transfers against the Controlled Disbursement Account, and to promptly transfer such amount to the Controlled Disbursement Account even though such a debit may bring about or increase an overdraft. All funds transfers from the Funding Account to the Controlled Disbursement Account shall be in immediately available funds. Customer will maintain sufficient available funds in the Funding Account to cover Items and funds transfers presented against the Controlled Disbursement Account, and the Bank shall have no obligation to transfer funds, process Items for payment or complete any funds transfers unless there are sufficient available funds in the Funding Account. The Bank is authorized to debit the Funding Account for any obligations owed directly or indirectly on the Controlled Disbursement Account. The Bank shall not be liable for failure to pay any Item presented for payment against any Controlled Disbursement Account due to insufficient funds in the Funding Account.
5. **Media.** Bank will transmit to Customer by the transmission method or media agreed to by Customer and Bank information regarding Customer's Controlled Disbursement Account.
6. **Routing Transit Number.** Customer agrees to use the designated controlled disbursement account routing transit number on the Items it issues from the Controlled Disbursement Account. Customer acknowledges that if it fails to use such designated controlled disbursement account routing transit number the Bank is authorized to terminate this Service or any Service feature upon notice to the Customer.
7. **Financial Condition.** In the event of the deterioration of the financial condition of the Customer, as determined in the Bank's sole discretion, the Bank may immediately terminate the Service, any Service feature, and/or may convert any Controlled Disbursement Account to a stand-alone demand deposit account without prior notice to the Customer.

I. Image Cash Letter

The Image Cash Letter Service allows the Customer to make certain deposits electronically by using a capture device to create an electronic image of a paper check and transmit it and related data to the Bank. As part of the Service, the Customer must use software and hardware provided by or acceptable to the Bank.



1. **Transmission and Processing.** The Customer shall provide through its own methods or devices the captured check images and check data, including the magnetic ink character recognition formatting (MICR) information through electronic transmissions (the "Transmissions") in the format and specifications required by the Bank's File Standards and within the cutoff times provided by the Bank. The Customer authorizes the Bank to process the Transmissions as Substitute Checks, Electronic Images or Photos in Lieu, as may be applicable for further clearing through or with any other financial institution, clearinghouse or Federal Reserve Bank. If the Customer has chosen to have items processed as ACH transactions, the Bank will convert eligible items to ARC or POP entries, as defined and provided for in the ACH Origination Service Terms. The Customer agrees that it is solely responsible for the creation and sending of these Transmissions to the Bank. If any Transmission (including any source document for purposes of these Service Terms) does not meet the Bank's or any transferee's standard requirements for processing, the Customer assumes all risk of loss or delay in processing such Transmission and authorizes the Bank to either (a) return the Transmission to the Customer without further processing, (b) process the Transmission as sent from the Customer, (c) process the Items as photocopies in lieu of the originals or (d) repair or attempt to repair the Transmission for further processing.
2. **Image Cash Letter File Deposit Time.** The Transmissions must be sent to the Bank prior to the deposit deadline. Any Transmission will be deemed to have been received when the entire file has been written onto the Bank's system and made available for the Bank to validate. Based upon the size of the Transmission file, there may be a significant delay between the time Customer begins to send the file and the completion of the transfer as stated above. As a result, the Customer will make every effort to send the Transmission file as early as possible. Files that are received after a deposit deadline will be considered deposited as of the next deposit deadline. Processing fees and funds availability will be assessed based on the deposit deadline that is met.
3. **Customer Responsibility.** The Customer shall be solely responsible if any Transmission for which the Customer has been given provisional credit is returned or reversed, and neither the Bank nor its subcontractors shall be liable or responsible for same. The Customer acknowledges that all credits received for deposit are provisional, subject to verification, final settlement or return. Information and data reported hereunder: (a) may be received prior to final posting and confirmation and is subject to correction and (b) is for informational purposes only and may not be relied upon. The Customer agrees that the Bank shall have no liability for the content of payment-related information. The Customer shall be solely responsible for the original checks, including storage and retrieval. The Customer agrees to provide a legible copy of an image or the original check if requested by the Bank within five (5) business days of such request. If the Customer is unable to provide the original or legible copy, the Customer shall be liable for any associated loss or claim involving the check.
4. **Suspension/Cancellation of Service.** The Bank reserves the right to suspend or terminate the Service, in whole or in part if the Bank believes Customer is in breach of these Service Terms or is otherwise using or accessing the service in a manner inconsistent with the rules and regulations relating to the service being provided and such breach. Further, this service will automatically terminate if the Customer's account with the Bank is closed for any reason. Either party may terminate the service upon thirty (30) days' prior written notice to the other party; provided, however, that the terms of Section 10 will apply to any termination prior to the time period set forth in the pricing schedule.
5. **Warranties.**
 - (a) Customer warranty. The Customer warrants and represents to the Bank that: (a) each Transmission contains accurate and legible images of all of the information on the front and back of the original checks at the time each check was truncated; (b) each Transmission also contains a record of all applicable micro-line information required for a substitute check and the accurate amount of the check; (c) each Transmission complies with the technical standards for an electronic item under Regulation J, Federal Reserve Operating Circulars 3 and 5, and for a substitute check under Federal Regulation CC; (d) no person will receive a transfer, presentment or return of, or otherwise be charged for, the check (either the original check, or a paper or electronic representation of the original check) such that the person will be asked to make payment based upon a check it has already paid; (e) the Customer will not redeposit through this service any transmission representing a check previously deposited and returned to the Customer; (f) the Customer will employ commercially reasonable security measures and firewalls sufficient to protect the Transmissions and storage to ensure no unauthorized access to or use of the original checks or duplicate presentment; and (g) the Customer will only create transmissions for checks that originated as paper checks.
 - (b) If the Customer is a financial institution or is otherwise transmitting Items payable to third parties, the Customer also represents and warrants to the Bank that: (1) In connection with each Item deposited through the service, the payee of the Item has authorized the electronic transmittal of the Item for deposit to Customer's account; if the Customer is scanning Items from a location outside of the United States, such authorization covers the cross-border transmittal of the Item; and (2) the Customer has established an anti-money laundering program in compliance with anti-money laundering laws and regulations applicable to it and such anti-money laundering program includes policies, procedures and controls designed to detect and prevent money laundering, including "know your customer" policies and procedures, monitoring of transactions for suspicious activities and reporting of suspicious activities, which the Customer believes effectively prevents the use of the Customer's operations, personnel or facilities for money laundering purposes.
 - (c) The Bank and its subcontractors make no representations or warranties, whether express, implied or statutory regarding or relating to any of the technology or service and/or access to or use of the service or technology provided to the Customer hereunder. The Bank and its subcontractors specifically disclaim any and all implied warranties of merchantability, fitness for a particular purpose and noninfringement. The Bank and its subcontractors also do not guarantee that the Customer's access to the service provided under these terms will be uninterrupted, error free or secure.



6. **Third-Party Service Provider.** The Customer may choose to use a third-party service provider or service bureau to submit Items or perform other functions for and on the Customer's behalf. If the Bank accepts such Items or other instructions from the Customer's provider or service bureau, the Customer will be bound by them. The Customer is responsible for all actions taken or not taken by the Customer's provider including all costs and expenses incurred by the Customer's provider.
7. **Pricing Schedule/Volume/Termination Penalties.** The Bank and the Customer may agree to a pricing schedule incorporated herein by reference, including the length of time the service will be provided, the charges/fees and the volumes, as may be stated in the pricing schedule. If the Customer terminates the Service or the service is otherwise terminated without fault of the Bank prior to the period of time set forth in the pricing schedule, the Customer shall pay the Bank a termination fee equal to twelve (12) times the average monthly transaction fee for the service for the period of time the service was provided to the Customer. Such termination fee shall be paid within thirty (30) days' after the effective termination date.
8. **Limitation of Liability.** In no event will the Bank's liability under these terms for any damages of any kind exceed an amount equal to the fees the Customer paid the Bank for the service during the twelve (12) months preceding the date on which the Customer made the corresponding claim. If the Customer makes a claim during the first twelve (12) months of the service, the Bank's liability will be limited to the average monthly fee the Customer paid during that time multiplied by 12. This limitation of liability is in addition to the terms set forth in the Account Terms.
9. **Indemnification.** The Customer agrees to indemnify the Bank for any loss or expense (including attorney's fees and expenses of litigation) resulting from: breach of any of the warranties made by the Customer pursuant to these service terms or the Account Documentation; any claim pertaining to any warranty or indemnity that the Bank makes with respect to an Item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearinghouse rules applicable to Items. These indemnities are in addition to those in the Account Terms and relevant Service Terms.
10. **Miscellaneous.** The provisions of Sections 3, 5, 7, 8 and 9 shall survive termination of these Service Terms.

J. Check Printing

The Check Printing Service enables the Customer instruct the Bank to issue checks and/or documents on behalf of the Customer.

1. **Payment Orders.** The Bank will execute each payment order issued by the Customer which is received by the Bank in a manner described in these Service Terms or as otherwise provided by the Bank (the "Payment Order"). Payment Orders may include printing of non-payment documents ("Documents") if agreed to by the Bank based upon these Service Terms.
2. **Cancellations.** A Payment Order may be cancelled by the Customer if notice of cancellation is received by the Bank in writing from a person it reasonably believes is authorized to cancel the Payment Order for the Customer ("Cancellation"); provided, however, that a Cancellation will not be effective unless and until it is received by the Bank so that the Bank has a reasonable time to act upon such Cancellation and that the related Payment Order has not already been accepted by the Bank or the related check has not already been issued by the Bank. A Payment Order may not be amended or modified. The Bank has no obligation to adjust or stop payment or posting of a Payment Order it has accepted.
3. **Receipt of Payment Orders and Cancellations.** Customer shall transmit Payment Orders to the Bank to the location and in compliance with the formatting and other requirements provided by the Bank in the operating procedures prepared for the Customer. The Bank may reject any Payment Order that does not comply with this Section.
4. **Identifying Number.** The Customer acknowledges that: (a) if a Payment Order identifies its beneficiary or specifies the owner of the account to be debited, as applicable, by both a name and an identifying or bank account number and the name and number identify different persons, execution, or transmittal of the Payment Order, payment to the beneficiary or debit to the account to be debited may be made solely on the basis of the number; and (b) if a Payment Order identifies any bank both by a name and an identifying number and the number identifies a person different from the bank identified by name, any bank may rely solely on the identifying number.
5. **Issuance of Checks/Documents.** For each Payment Order accepted by the Bank, the Bank will: (a) cause a check to be printed and completed; (b) cause a laser facsimile signature authorized by the Customer to be placed on the check; (c) if agreed upon, cause other Documents to be completed; and (d) mail the check or send the check by courier along with any Document as agreed upon (collectively, "Issue"). The Customer expressly grants the Bank the authority to Issue each check and Document.
6. **Notice of Rejection.** The Bank will promptly notify the Customer if a Payment Order is rejected by the Bank and will advise the Customer as to the reason. The notice or advice shall be deemed commercially reasonable if made available through the Service or given electronically, orally, by telephone or facsimile transmission.
7. **Control.** The Bank is not responsible or liable for the detection of errors contained in any Payment Order as received from Customer and is entitled to rely on the information contained therein. No agreement or instruction of the Customer restricting acceptance of any Payment Order is binding on the Bank, except as set forth in these Service Terms or in a writing signed by the Customer and the Bank



and the Bank has had a reasonable opportunity to act before any affected Payment Order is executed, made or transmitted by the Bank.

8. **Reliance Upon Instructions.** The Customer is responsible for, and the Bank may rely upon, the contents of any notice or instructions that the Bank believes in good faith to be from the Customer without any independent investigation. The Bank shall have no duty to inquire into the authority of the individual giving such notice or instruction. In the event that the Bank receives conflicting notices or instructions, the Bank can act on either notice or instruction or can refuse to act. Customer shall indemnify the Bank, its officers and employees and hold it and them harmless for and from any and all claims, losses liabilities and expenses arising or resulting from actions taken or not taken by the Bank in conformity with the notice or instruction it receives from Customer.
9. **Limitation of Liability.** The Bank will exercise reasonable care in the performance of the Service. The Bank shall not be liable to Customer, other than as imposed by law or by these Service Terms for failure to act in accordance with reasonable commercial standards in the banking industry. Reasonable care in providing these Check Print Services shall be measured by the relevant provisions of any service levels or business requirements and the standard of reasonableness of the procedures established for the transaction involved. Mere inadvertence or an honest mistake of judgment shall not constitute a failure to perform such obligations or a failure to exercise reasonable care and in no case will be deemed wrongful. The Bank shall not be liable for consequential, indirect or special damages even if it has been advised of the possibility of them.

K. Telephone Tax Payment

The Telephone Tax Payment Service is a Service whereby the Customer can direct the Bank, via touchtone telephone, pc dial-up or browser-based platform, to make tax payments via ACH from an account with the Bank that the Customer specifies. The Bank may pay taxes from the Customer's account in accordance with any instructions issued in the Customer's name that the Bank verifies pursuant to the security procedures specified in these Service Terms. The ACH Origination Service Terms are incorporated into these Service Terms by reference.

1. **Receipt of Instructions and Cancellations.** The Customer may send instructions and cancellations only during service hours the Bank specifies. The Bank may change the service hours upon prior notice to the Customer. The Bank must receive instructions not later than the cut-off time the Bank establishes. The cut-off time will be on or before one or two banking days, depending upon the type of tax payment, prior to the banking day the appropriate taxing authority is to be paid.

The Bank must receive any cancellations by the cut-off time the Bank establishes for cancellations on the banking day prior to the scheduled posting of the debit to the Customer's account. The Customer may only cancel a tax payment instruction before the Bank processes it. Cancellation instructions must be received through this tax payment service. If the Customer missed the cut-off time but still wants to cancel a tax payment, the Customer must communicate the request directly to the Bank's Customer Service area. The Bank will request a return of the tax payment from the taxing authority. The taxing authority may assess a penalty for processing the return.

2. **Tax Payment Security Procedure.** Instructions or Cancellations may be initiated only by entering, via touchtone telephone, pc dial-up or browser-based platform, a user ID, password and/or other access code that the Bank assigns to the Customer or that the Customer selects using the parameters the Bank specifies. Cancellations may also be initiated by contacting the Bank's Customer Service area and providing the Customer's valid user ID, password and/or other access code.
3. **Funding.** The Customer authorizes the Bank to debit the Customer's applicable account for the amount of each tax payment and for any applicable bank fees and charges when due. In the event the Customer does not have sufficient funds in the Customer's applicable account to cover the amount of a tax payment, the Bank shall have no obligation to make the tax payment for the Customer but if the Bank does, the Customer agrees to reimburse the Bank immediately. Funds the Bank receives and hold pursuant to this service shall be held as a deposit liability to the Customer and not in trust for the Customer or the taxing authority.
4. **Limitation of Liability.** If because of the Bank's negligence or willful misconduct the Bank fails to make the Customer's tax payment in a timely manner and that directly results in the Customer being penalized or owing interest, the Bank's maximum aggregate liability shall be limited to the lesser of the amount of any penalty or interest actually imposed by the applicable taxing authority or the total fees the Customer paid the Bank during the prior 12 months. The Customer agrees to reasonably cooperate with the Bank in the Bank's attempts to persuade the taxing authority to abate any penalty or interest.

L. Client Access

Client Access provides for electronic access to the Customer's account information, reports and data (collectively, "Data") and for the electronic transmission to the Bank of messages, service requests, and payment and nonpayment instructions (each an "Instruction"). The Bank reserves the right to modify the applications and products (each an "Application") available via the Service, upon notice to the Customer.

1. **Security Procedures:**



- (a) A Bank issued or approved security device (a "Security Device") is required to access the Service. The Customer shall be bound by and adhere to the security procedures for use of the Service advised to it in writing through any medium by the Bank, as may be revised from time to time upon notice to the Customer, including without limitation the procedures set forth herein. The Customer shall notify the Bank immediately of loss or theft of a Security Device, any unauthorized use of a Security Device, or any other breach of security. The Bank may dishonor or disable any Security Device at any time and will inform the Customer of the same.

The Customer agrees that any use of the Service with a Security Device is deemed to be carried out directly by and on behalf of the Customer. The Customer agrees to safeguard all Security Devices and to instruct each Authorized User, as defined in Section 2.3 below, to do the same. The Customer will be responsible for ensuring that the Security Devices are known to and used only by Authorized Users.

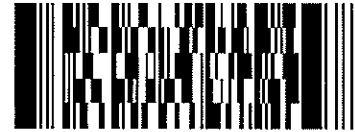
- (b) The Customer shall designate security administrators who shall have equal authority in accordance with the administrative control procedure for each Application. The Customer agrees to notify the Bank of any change in security administrators in the manner and form designated by the Bank. Any such changes shall be effective at such time as the Bank has received such notice and has had a reasonable opportunity to act upon it.
- (c) The security administrators shall be responsible for (i) designating individuals as users ("Authorized Users"); (ii) identifying the functions of the Service that each user may access; (iii) requesting, creating, controlling, disseminating, and/or canceling user entitlements; (iv) receiving and distributing materials, notices, documents and correspondence relating to the security procedures; and (v) advising each user of his/her obligations hereunder or under any of the applicable Account Documentation, as defined in Section 6 below. The security administrators shall provide to the Bank, upon the Bank's request, a list of Authorized Users. In the absence of a valid designation of a security administrator at any time, the Bank may deliver Security Devices and materials to any person authorized to act on behalf of the Customer with respect to the accounts.

- 2. **Open Network Access; Equipment.** The Customer acknowledges that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet, and the Customer assumes all such risks. The Customer shall make an independent assessment of the adequacy of the Internet and the Bank's security procedures. The Customer further acknowledges that the selection and use by it of any third party security and communications software and third party service providers is the sole responsibility of the Customer, and the Bank disclaims all risks related thereto, notwithstanding that the Bank may recommend certain security and/or communications software and services. The Customer agrees to, at its sole expense, procure and maintain all hardware, browsers, software and telecommunications equipment necessary to access the Service in accordance with the Bank's recommended system configuration.
- 3. **Instructions; Data:**
 - (a) The Customer shall be solely responsible for the genuineness and accuracy, both as to content and form, of all Instructions properly received by the Bank.
 - (b) The Customer acknowledges that Data may not have been reviewed by the Bank, may be inaccurate, and may be periodically updated and adjusted. The Bank is not obligated to assure the accuracy of Data and will not be liable for any loss or damage arising out of the inaccuracy of Data. Further, the Bank shall have no liability for the receipt or viewing by any party of Data sent to the destinations designated by the Customer, including but not limited to email addresses, fax and telephone number(s).
 - (c) The Customer acknowledges that the Secure eMail Application is not intended for the transmission of Instructions to transfer cash, securities or other assets. The Customer shall not transmit, and the Bank shall have no obligation to act upon, any such Instructions transmitted through Secure eMail.
- 4. **Customer Warranties.** The Customer represents and warrants to the Bank that: (i) prior to submitting any document which designates Authorized Users, the Customer shall obtain from each individual referred to in such document all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service; (ii) the Customer has accurately designated in writing the geographic location of its Authorized Users and shall provide all updates to such information; and (iii) the Customer shall not access the Service from any jurisdiction which the Bank informs the Customer or where the Customer has knowledge that the Service is not authorized. The Customer hereby represents and warrants to the Bank that these Terms constitute its legal and binding obligations enforceable in accordance with its terms.

Jurisdiction Specific Provisions Exhibit to Client Access Service Terms

The additional jurisdiction specific provisions set forth below are applicable to the Customer based on the domicile of the Customer. Where any local laws or regulations of any jurisdiction apply as a result of the Customer's users accessing the Service from such jurisdiction or as a result of the location of such accounts in such jurisdiction, the jurisdictional specific provisions of that jurisdiction shall apply to the use of the Service by such users.

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- A. **Australia & New Zealand** – See further Paragraph L and P herein.



The Bank's liability to Customer for loss or damage of any kind in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to this Customer and/or its subject matter, is reduced to the extent that Customer caused and/or contributed to the loss or damage.

Fees:

To the extent that any supply made by the Bank under these Service Terms is a taxable supply for the purposes of the Australian Goods and Services Tax, or that goods and services tax under the New Zealand Goods and Services Tax Act 1985 is payable in respect of any supply under this License Agreement, ("GST"), the fees payable in respect of that taxable supply ("original amount") will be increased by the amount of GST payable in respect of that taxable supply. Customer must pay the increased amount at the same time and in the same manner as the original amount.

Consumer Warranties:

1. Australia

The following provision applies if, despite the terms of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, the proper law of this Agreement is the law in force in an Australian jurisdiction:

The Warranty and Limitation of Liability provisions of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms are subject to the following and only apply to the extent permitted by law:

"Notwithstanding anything in this Agreement, consumers may have the benefit of certain rights and remedies pursuant to the Trade Practices Act 1974 (Cth) and similar state laws in Australia in respect of which liability may not be excluded. If so, then to the maximum extent permitted by law, such liability is limited, at the Bank's option, in the case of goods to either (a) replacement of the goods; or (b) correction of defects in the goods; and in the case of services to either (a) re-supply of the services; or (b) the cost of re-supply of the services."

2. New Zealand

If the Customer is acquiring software in New Zealand, the Customer confirms it is acquiring the software for the purposes of a business (as that term is defined in the Consumer Guarantees Act 1993), and that the Consumer Guarantees Act does not apply to the software.

Miscellaneous. The following provision shall apply if, despite the terms of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, the proper law of these Service Terms is the law in force in an Australian jurisdiction:

The Limitation of Liability and Warranty provisions of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms are subject to the following and only apply to the extent permitted by law:

Notwithstanding anything in these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, a customer may have the benefit of certain rights and remedies pursuant to the Trade Practices Act (Cth) and similar state laws in Australia in respect of which liability may not be excluded. If so, then to the maximum extent permitted by law, such liability is limited, at the Bank's option to (a) re-supply of the Service; or (b) the cost of re-supply of the Service.

B. Cambodia – See further Paragraphs L, M and P herein.

C. Peoples Republic of China – See further Paragraphs L, M and P herein.

The Customer undertakes to be bound by the Service Terms, the terms of which have been read and accepted by the Customer. **IN PARTICULAR, THE CUSTOMER HAS READ, UNDERSTOOD, AND AGREED TO SECTION 4 (INSTRUCTIONS; DATA), THE SECOND PARAGRAPH UNDER SECTION C AND SECTION P OF THE JURISDICTION SPECIFIC PROVISIONS EXHIBIT OF THE SERVICE TERMS.**

The Customer agrees that: (i) the Bank shall be liable only for direct damages which are the result of its failure to exercise ordinary care or its willful misconduct; and to the maximum extent permitted by law, (ii) the Bank shall not be liable for incidental, indirect, special, or consequential damages, regardless of the form of action and even if the Bank has been advised of the possibility of such damages. Nothing in these general terms shall limit any party's liability for death or personal injury caused by negligence of that party or its employees or for fraud.

Notwithstanding any other provision to the contrary, where an overdraft condition may exist, to the extent permitted by law (including the law where the Customer is incorporated), the Bank may debit the Customer Account even though the debit may bring about or increase an overdraft. If any debit to the Customer Account brings about or increases an overdraft, such overdraft shall be immediately due and payable, to the extent permitted by law (including the law where the Customer is incorporated), without further notice or demand.



The Customer represents that prior to submitting any document which designates the persons authorized to act on the Customer's behalf, including, but not limited to a security administrator designation form, Customer shall obtain from each individual referred to in such document all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service.

Laws, Rules, Regulations and Practices: The Customer agrees to and shall always abide by and comply with all laws, rules and regulations (whether or not having the force of law including without limitation rules from time to time made by the People's Bank of China and all determinations made thereunder) from time to time applying or relating to any or all of the Accounts and/or deposits the Customer may place with or through the Bank. The Bank has the right, without prior notice to the Customer (or upon notice if a prior notice is required by law), to do such acts, deeds and things and adopt such practices as the Bank may in its absolute discretion consider necessary or appropriate to ensure due compliance with or implementation of any or all of such laws, rules and regulations, notwithstanding any contrary provisions of the Account Terms and the Account Application forms. The Customer further agrees to abide by and comply with such practices(s) as the Bank may from time to time in its absolute discretion adopt in connection with such compliance or implementation.

These Service Terms shall be governed by and construed in accordance with the laws of the Peoples Republic of China.

Any dispute arising from or in connection with these Service Terms, including any question regarding its existence, validity, breach or termination, between the parties, shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") in Beijing, for arbitration which shall be conducted in accordance with its arbitration rules in effect at the time of applying for arbitration. The language of the arbitration shall be in English. The tribunal shall consist of three arbitrators who must be able to conduct the arbitration in English. The parties hereby agree to the appointment of arbitrators who may not be on CIETAC's Panel of Arbitrators nor on any unofficial panel of arbitrators. The party initiating arbitration shall appoint one arbitrator and the party responding to the notice of arbitration shall appoint the other arbitrator. The third arbitrator (the "Presiding Arbitrator") shall not be a national of the PRC and shall be selected by agreement between the parties or, failing agreement within 20 Business Days after the date of appointment of the second of the two arbitrators appointed by the respective party, by the chairman of CIETAC. Any arbitral award a) shall be made in English and Chinese; b) shall be final and binding on both parties; and c) may be enforced in accordance with the provisions of the award.

D. Hong Kong – See further Paragraph L and P herein.

Nothing in these Service Terms shall limit any party's liability for death or personal injury caused by negligence of that party or its employees or for fraud. Any contractual limitation of liability shall be modified so that such provision shall be applicable to the services provided hereunder to the maximum extent permitted by law.

The Customer represents that prior to submitting any document which designates the persons authorized to act on the Customer's behalf, including, but not limited to a security administrator designation form, Customer shall obtain from each individual referred to in such document all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service.

E. India – See further Paragraphs L, M and P herein.

F. Indonesia – See further Paragraphs L, N and P herein.

The Bank and the Customer agree that, for the effectiveness of any termination of these Service Terms or the Services provided hereunder, they hereby waive any provisions, procedures and operation of any applicable law to the extent a court order is required for the termination of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms.

To the maximum extent permitted by law, the Bank may, at its sole discretion, make recordings and retain such recordings of telephone conversations and data transmissions between the Customer and the Bank.

G. Malaysia –

(i) The following terms shall apply in relation to the Service where it is provided in relation to accounts in Malaysia and/or where the Service is provided in Malaysia:

(a) Paragraph L and P shall apply.

(b) Any references in the Service Terms to the term "Bank," shall mean J.P. Morgan Chase Bank Berhad.

(c) The Bank shall give prior notice to the Customer of any change to these terms.

(d) The Customer acknowledges that it may, through its security administrators, create maximum limits (at a user entitlement level) in relation to funds transfers that may be conducted using the Service, to limit the Customer's risks. Notwithstanding anything to the contrary in these terms, the Customer shall not be liable for any loss which is not attributable to or contributed to by the Customer.



(e) The Service Terms shall be governed by and construed in accordance with the laws of Malaysia (without reference to the conflict of laws rules thereof).

(ii) If the Service is to be accessed by a Customer (1) who is domiciled or incorporated in Malaysia, or (2) in Malaysia, that Customer undertakes not to access or utilize or attempt to access or utilize the Service provided by J.P. Morgan Chase Bank Berhad through any JPMorgan website other than <http://www.jpmorganaccess.com.my>.

H. **Philippines** – See further Paragraph L and P herein.

Subject to giving reasonable notice in writing the Bank, may amend the Account Documentation. The Customer will be deemed to have agreed to any such amendment, if the Customer fails to object thereto within five (5) days from receipt of such notice.

I. **Singapore** – See further Paragraph L and P herein.

Nothing in these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms shall limit any party's liability for death or personal injury caused by negligence of that party or its employees or for fraud. For the avoidance of doubt, to the maximum extent permitted by law, the Customer hereby expressly agrees that nothing done or omitted to be done by the Bank pursuant to this agreement shall amount to a breach of the Bank's obligations under the bank secrecy laws of any jurisdiction.

The provisions in Paragraph L, as applicable to Singapore, shall be without prejudice and in addition to any other right of the Bank to disclose any information on the Customer under any applicable law.

J. **Republic of China (Taiwan)** – See further Paragraphs L, N and P herein.

The Customer hereby acknowledges that the Account Documentation and other related documents have been delivered to the Customer for review for a period of at least five (5) days before the execution. The Customer executes and delivers the Account Application after fully understanding the content of the above documents and hereby agrees to comply with the terms and conditions contained therein.

K. **Thailand** – See further Paragraphs L, M and P herein.

Nothing in of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms shall limit any party's liability for gross negligence of that party or its employees or for fraud.

L. The following provisions are applicable to Customers (or, where applicable, Authorized Users) located in the following jurisdictions: Australia, Cambodia, Peoples Republic of China, Hong Kong, India, Indonesia, Japan, Korea, Malaysia, Pakistan, Philippines, Singapore, Sri Lanka, Republic of China, Thailand and Vietnam.

The Customer hereby consents to the disclosure of any information relating to the Customer to (i) any bank examiner(s), governmental authority, the Bank's head-office and other branch offices, its affiliates and associates, assignees or prospective assignees, (ii) the Bank's auditors, counsel and other professional advisers and (iii) any other Bank's sub-contractors or agents, in each case whether in India or elsewhere, as the Bank may, in good faith, consider necessary or desirable including, without limitation:

1. for the collation, synthesis, processing and management of data and the storing of data relating to any Accounts held or transactions undertaken by the Customer;
2. the reporting of transaction details and other customer-related information for global risk management, MIS and regulatory reporting and monitoring;
3. the monitoring of the Bank's global credit exposure to its clients and others;
4. for effecting any instruction by the Customer or any transaction for the benefit of the Customer, or effecting any disclosure that may be required of the Bank by any such party;
5. enhanced operational, technology, finance and other support function efficiencies, or
6. as may be required by law, regulations or legal process, provided that the Bank shall take such measures as it considers reasonable to preserve the confidentiality of such information or documents. The Bank shall at all times maintain in confidence all confidential information and documents relating to the Customer that are in the Bank's possession subject to the Bank's right to disclose such information and documents or requirements under the applicable law.

M. The following provisions are applicable to Customers (or, where applicable, Authorized Users) located in the following jurisdictions: Cambodia, India and Thailand.



Any dispute arising out of or in connection with the services provided pursuant to these Service Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The International Arbitration Act (Cap 143A) shall apply. The tribunal shall consist of a single arbitrator to be appointed by the Chairman of the Singapore International Arbitration Centre. The arbitral proceedings shall be conducted in the English language and any award or awards shall be rendered in English. The award of the arbitrator shall be final and conclusive and binding upon the parties, and the parties shall be entitled (but not obliged) to have judgment.

The arbitrator shall in all instances be required to apply the substantive law of the State of Ohio, United States of America (without reference to the conflict of laws rules thereof) and to enforce and apply the terms of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms. Under no circumstances shall the arbitrator be permitted to award: (i) punitive damages; or (ii) damages of any nature in excess of the amount claimed. In addition, all statutes of limitation that would be applicable in any court proceeding involving the same subject matter shall apply in any arbitration proceeding brought hereunder. Nothing in this clause shall be deemed to exclude the right of either party to apply for interim injunctive relief from the State or Federal courts of the State of New York, United States of America, provided that any court proceedings shall be restricted to such purposes only, unless the parties agree otherwise.

Notwithstanding the above, any disputes related solely to a Customer Account opened and maintained in a state or jurisdiction other than New York shall be governed by the laws of that state or jurisdiction (without reference to the conflicts of law rules thereof).

- N. The following provisions are applicable to Customers (or, where applicable, Authorized Users) located in the following jurisdictions: Indonesia and Republic of China (Taiwan).

Notwithstanding anything to the contrary contained in these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, the Bank shall have the right to proceed against the Customer in any other competent court in any other jurisdiction where the Customer's assets are situated from time to time and the Customer agrees to submit to the jurisdiction of any court so chosen by the Bank. The Customer further agrees to waive any objections on the ground of venue or forum non conveniens or any similar ground. The taking of proceedings in any jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not. The Customer irrevocably and unconditionally waives any objection it may now or subsequently have to the choice of venue of any legal action arising out of or relating to these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms. The Customer also agrees that a final judgment against it in any such legal action shall be final and conclusive.

O. European Union

The Customer acknowledges that it is not a "consumer" for the purpose of the European Union's Electronic Commerce Directive ("ECD") (i.e. that it is not an individual) and agrees that the Bank shall not be required to make any disclosures or do any other thing which a non-consumer may agree not to require under the UK rules and legislation implementing the ECD. For further information on the Bank, please see "Notice regarding EU e-commerce information" in the Terms & Conditions on <http://www.jpnmorgan.com>.

1. The Bank will collect information about the Customer and the Customer's employees and agents (such as, without limitation, authorized signatory details) which may constitute personal data for the purposes of the Data Protection Act 1998 (the "Act") and other relevant data protection legislation. Such personal data may be collected by or on behalf of the Bank in a number of ways (the "Collection Methods"), including via documentation relating to the provision to or use by the Customer of electronic banking services, or via the Customer's use of such electronic banking services, and via other correspondence or communications between the Customer and the Bank.
 2. The Bank will use personal data collected by it or on its behalf via the Collection Methods for the following purposes (the "Purposes"), namely for the purpose of providing the services to the Customer in accordance with these Terms and the Product Terms, for the Bank's internal administrative purposes, for contacting the Customer about products and services which the Bank or other members of the Bank's group offer which the Bank believes may be of interest to the Customer, and as may be otherwise required by law or applicable regulatory or governmental authorities, and such purposes may include transfer of such personal data outside of the European Economic Area to the Bank's subsidiaries or other connected companies or to other organizations as may be required by law or other applicable regulatory or governmental authorities.
 3. The Customer shall ensure that any disclosure of personal data made by it or by its employees or agents via the Collection Methods which relate to the Customer's employees or agents is only made following notification by the Customer to data subjects of the Purposes for which their personal data may be processed by or on behalf of the Bank, and is otherwise fair and lawful.
- P. As part of the Service, the Bank may (at its sole discretion, and subject to the Customer agreeing to any additional terms) make available an Application which allows the Customer to access information, issue Instructions and/or service requests in relation to and/or for the commencement of certain products which may include, without limitation, time deposits, call deposits, cash sweeping services, entrust loans, as applicable. Where the Service is used for the above purpose, the Customer agrees that all actions conducted, and Instructions and service requests issued shall bind the Customer and, where applicable, be subject to review and acceptance by the Bank. The Bank shall be under no duty to verify any Instructions, service requests or actions of the Customer. Where applicable, the Bank may confirm its acceptance of any service requests/Instructions through the applicable Application or through any other means acceptable to the Bank.



A. Multicurrency Deposits & Collections

Multicurrency Deposit & Check Collection Services enable the Customer to accept checks drawn in a wide variety of currencies from its own deposit customers, sending them to a single location and receiving ledger credit or final payment to the Customer's USD account at the Bank in a cost-efficient manner, eliminating the need for the Customer to hold correspondent accounts with a multitude of banks in a multitude of locations. The Bank can handle a number of currencies on a deposit basis (see appendix A below) and other currencies will be accepted but will be processed on a Collection basis directly with the paying banks.

1. Checks Processed on a Multicurrency Cash Letter Basis:

- (a) Deposits will be posted with ledger credit (uncollected funds) on the processing date with forward value applied according to the availability schedule listed below. The Bank's cutoff time for same-day processing is 2:00 p.m. CT. Processing of checks through this service is subject to the Bank's credit risk review. Checks received through this Service that are ineligible for cash letter processing will be handled on a collection basis. Any return items will be debited to Customer's account using the FX rate applied by the paying bank on the date of return.
- (b) The information reporting on items processed through the Multicurrency Cash Letter services other than Canadian deposits will appear as available on D+3 and will continue to roll for one day until collected and is limited to the country of origin as listed in Appendix A.
- (c) Canadian deposits will receive availability D+3.
- (d) The Bank will process checks under the Multicurrency Cash Letter services by following the Bank's own internal policies as to the method of collection.

2. Checks Processed on a Collection Basis:

- (a) A check will be processed on a collection basis if:
 - requested by the Customer
 - denominated in a nonstandard currency (not one of the listed currencies handled on a cash letter basis)
 - the check is a "third-country cheque" (denominated in a currency other than the national currency of the country where the drawee bank is located) or
 - the check is ineligible for cash letter processing for credit risk issues
- (b) The Bank will not process a check under \$150 USD or equivalent, because the total charges for such processing may exceed the value of the check. Proceeds will be credited to the Customer's account in U.S. currency within two banking days from receipt of good funds from the paying bank. Checks will be sent to the paying banks directly in accordance with the Bank's own internal policies. If payment is not received from the paying bank, the Bank will send the first tracer after three weeks and subsequent tracers may be sent at two-week intervals. Collection cases will typically be closed after two months and the Customer will be advised of the closure in writing. Once funds are credited to the Customer's account, such credit will not be reversed except in situations where a claim is made due to fraud or that the check was not authorized.

3. Miscellaneous

The Customer agrees that any losses resulting from rate fluctuations associated with adjustments or exception processing will be absorbed by the Customer. The mailing address for this Service is: JPMorgan Chase, Collection Department, 1111 Fannin St., Houston, TX 77002.



Appendix A:

Cash Letter Currencies		Estimated Times for Collected Funds
AUD	Dollar	D + 10
CAD	Canadian	D + 3
CHF	Franc	D + 10
DKK	Krone	D + 10
EUR	Euro	D + 7
GBP	Pound	D + 7
HKD	Dollar	D + 10
NOK	Krone	D + 10
NZD	Dollar	D + 10
SEK	Krona	D + 10
SGD	Dollar	D + 10

B. International Cash Letter

International Cash Letter is a Service wherein the Bank provides the Customer with U.S. dollar check deposit, processing and clearing services (the "Service"). The Service shall also be subject to the operating procedures contained in the Bank's International Deposits Packaging Procedures

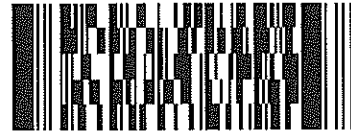
- Eligible Items:** The following items are the only items eligible for transport via the Service ("Eligible Items"):
 - **Cash Letter:** Checks and drafts drawn in U.S. dollars on, or payable through, banks located in the United States (including Puerto Rico, Guam and the U.S. Virgin Islands), endorsed for deposit to the Customer's account at the Bank. Such items shall not be considered deposited to the Customer's account until received and processed by the Bank's United State's location responsible for processing deposits to the Customer's account.
 - **Check Collection:** Checks and drafts submitted for clean collection and endorsed for deposit to the Customer's account received at the Bank's United State's location for check collection services.

Should the Customer include for carriage any documents or items that are not Eligible Items, the Customer agrees that the Bank has no responsibility or obligation with regard to such non-Eligible Items and agrees to hold the Bank harmless from and against all claims or liabilities relating in any way to such non-Eligible Items.

- Pick-Up Times:** If the parties otherwise agree, the Bank may arrange with a designated courier to pick up Eligible Items from the Customer's specified location at specific hours and deliver such Eligible Items to a Bank location for processing, and credit to specified the Customer account(s) on an agreed schedule.
- Appointment of Agent:** If the parties otherwise agree, a designated courier may be selected by the Bank acting as the Customer's agent with regard to such courier, the Customer acknowledges and agrees that the Customer has the authority to and does authorize the Bank to select and appoint this courier in such capacity to carry Eligible Items in accordance with these Service Terms. The Bank will notify the Customer promptly of any subsequent replacement of the courier.



4. **Delivery of Checks:** The Customer will either deliver Eligible Items to the Bank at the designated locations using the Customer's own courier or deliver Eligible Items to the Bank via the designated courier at such address as the Bank advises Customer from time to time.
5. **Processing the Customer's Cash Letter:** The Bank will receive and process the Customer's Eligible Items in accordance with the normal U.S. Bank Check Clearing Guidelines. Processing at a foreign branch location may include receipt of the original checks, scanning and electronic transmission of the check information and check images to the Bank's processing location in the United States as well as the retention and destruction of the original checks.
6. **Return Items:** The Bank will notify the Customer promptly of all Return Items for Eligible Items received and processed under this Service. The Bank will advise the Customer's designated office via S.W.I.F.T. or other agreed upon method of all Eligible Items of \$2,500 and over. Return Items of less than \$2,500 will be advised to the Customer via mail. If the Customer desires, the Bank will advise the Customer of all Return Items regardless of the amount of the Eligible Item. All Return Items will be delivered to the Customer's designated location and may include substitute checks or imaged copies and not the original checks.
7. **Lost Items:** The Customer agrees to maintain copies of both sides of all items sent to the Bank under this Service and agrees to furnish the Bank with such copies upon request. In the absence of such copies, Customer agrees to maintain detailed records of such items and to provide them to the Bank upon request. If Customer is unable for any reason to provide such copies or records, the Bank will be unable to facilitate reconstruction or collection in cases of lost or stolen items and the Customer agrees that the Bank will have no liability or responsibility in such situations with regard to such items.
8. **Insurance:** If the Bank acts as agent for the Customer with regard to retaining the designated courier as stated in paragraph 3 above, the Bank will obtain from the designated courier limited insurance coverage to reimburse costs of reconstructing a lost cash letter (up to US\$ 2,500) and consequential interest expenses (up to US\$ 100,000) on the Customer's behalf. In the event of loss of a cash letter by the designated courier, the Customer will receive this insurance for so long as such insurance is in place. The Bank does not assure that (1) it will continue to maintain such coverage during the entire term of this Service or for any specified period, (2) it will purchase insurance at any other rate than currently offered or (3) that the designated courier remains the provider of courier services to the Customer hereunder.
9. **Limitation of Liability:** Unless resulting directly from the Bank's failure to exercise ordinary care or lack of good faith, the Bank nor its branches, subsidiaries or affiliates will be liable to the Customer for loss, destruction, damage, misdelivery, theft, unexplained disappearance, confiscation or seizure by governmental or quasi-governmental authorities, or for delay in transmittal of any item, transmitted by, or for any matter in connection with the Service even though consolidation of the Customer's sending may have been accomplished within a Bank controlled location. The Customer acknowledges that the courier may employ subagents in connection with the courier service, and that neither the courier nor its subagents will be liable for confiscation or seizure by governmental or quasi-governmental authorities, or for delay in transmittal of any item delivered to them unless directly resulting from courier's or its subagent's negligence or lack of good faith.
10. **Representations and Warrants:** The Customer represents and warrants to the Bank, its foreign branches, subsidiaries and affiliates that:
 - (a) In connection with each item delivered to the courier, that transmittal by courier of such items has been expressly authorized by the owner of the item, and the Customer agrees to indemnify and hold the Bank harmless against any losses, liabilities, claims, damages or expenses of whatsoever kind, including reasonable attorney's fees, resulting from unauthorized transmittal.
 - (b) The Customer will not use the courier service for any purpose prohibited by foreign exchange regulations, postal regulations, or any other treaty, statute, regulation or authority and will not send via the courier service any non-Eligible Item or freely negotiable item via this Service.
 - (c) The Customer has established an anti-money laundering program in compliance with anti-money laundering laws and regulations applicable to it and such anti-money laundering program includes policies, procedures and controls designed to detect and prevent money laundering that the Customer believes effectively prevents the use of the Customer's operations, personnel or facilities for money laundering purposes.
11. **Amendments:** These Service Terms and any processing and packaging instructions may be amended by the Bank at any time upon 15 days' prior notice to the Customer. The Bank will provide prompt notice of any amendment.
12. **Termination/Suspension:** The Customer may terminate the Service at any time upon written notice to the Bank. The Service Terms will continue to apply to all items processed under this Service. If the Bank decides to terminate this Service, the Bank will send the Customer notice thirty (30) days' prior to the discontinuance of the Service. The Bank agrees to notify the courier if the courier was arranged by the Bank of such termination. Notwithstanding the foregoing, the Bank may immediately suspend the Service for so long as required to arrange substitute courier services, if necessary or if the Service under existing terms becomes at any time contrary to applicable law, regulations or order in any jurisdiction where the Bank is required to act. The Bank will give prompt notice of any suspension.

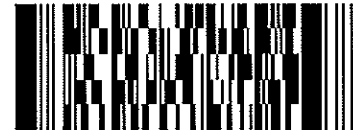


13. **Choice of Law: Jurisdiction:** These Service Terms will be governed and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions. Both the Customer and the Bank irrevocably consent to the nonexclusive jurisdiction of the courts of the State of New York and United States Federal Courts in connection with any suit, action or proceeding arising out of or relating to the Service Terms.

C. Foreign Exchange Payment

Foreign Exchange (FX) transactions are payments and receipts where the currency of the transaction is different from the currency of the underlying account. The funds transfer may consist of more than one transaction in order to move funds from an originator's account to a beneficiary's account. The FX Payment Service allows the Customer to purchase or sell foreign currency as principal or agent ("Trader Contracts") and to include related settlement instructions by means of an electronic communication system or a Bank access system (each an "Access System"). As used herein, "Value Date" means the date specified in each Trader Contract for the delivery of the currency to be bought or sold.

1. **Trading Currencies.** Trader Contracts will be limited to the sale or purchase of the lawful currency of such countries or any composite currency as the Bank shall determine and advise the Customer from time to time. The Value Date may not be more than one year after the date on which the Customer enters into the Trader Contract. If the Customer chooses to make payment by checks to be issued with respect to the settlement of Trader Contracts, such checks shall be limited to such currencies as the Bank may announce to the Customer from time to time; and such currencies are subject to change or termination without prior notice.
2. **Contracting a Trade:**
 - (a) **Data Input.** The Customer shall enter into each Trader Contract by following the procedures set forth in the Service Material and by otherwise following the instructions provided through the Access System when using the Service. "Service Material" shall mean any administrative rules, clearing house rules, payment system rules, service terms or service guides, software licenses, Internet "click wrap" terms or disclosures, user guides or implementation forms that may contain operating procedures, security procedures, specifications or other requirements applicable to the Services.
 - (b) **Contract Rate.** The Bank, in its sole discretion, will determine all rates quoted by the Bank through the Access System. Such rates are based on various factors, including market information and information concerning the Customer and the proposed Trader Contract. The Bank shall have no obligation to quote a rate based on any particular rate existing in the market or by using any particular formula.
 - (c) **Offer by the Customer.** 1. For interactive services, the Bank and the Customer agree that the information displayed through the Access System relating to the contract rate shall be deemed an invitation by the Bank to the Customer to submit an offer to the Bank to enter into a Trader Contract. If the Customer wishes to make such an offer to the Bank, the Customer will enter the required information prior to the expiration time set for the quoted rate. 2. For straight-through process services, the Customer shall enter into each Trader Contract by following the procedures set for in the Documentation for that Service. The Bank and the Customer agree that when the Customer electronically transmits the instructions specified in the Documentation to the Bank, and in the manner and format specified in the Documentation, the Customer will be deemed to have made an irrevocable offer to the Bank to enter into a Trader Contract at such rate as is applied to that transaction by the Bank.
 - (d) **Confirmation.** The Bank may, but shall not be required to, accept any offer of the Customer solely by transmitting to the Customer through the Access System a confirmation (the "Confirmation"). At the moment the Bank transmits (as evidenced by its records) the Confirmation, the Bank and the Customer will have entered into the Trader Contract. The Confirmation will be sent to the Customer's terminal (which depending on the Service used by Customer could be by return confirmation file), and the Customer may print the Confirmation, provided, however, that the Trader Contract will be valid notwithstanding the failure of the Customer to receive or print a Confirmation. Each Trader Contract will give rise to an obligation for the Customer to buy from the Bank, and for the Bank to sell to the Customer, the currency shown by the Confirmation as being purchased by the Customer, or for the Bank to buy from the Customer, and the Customer to sell to the Bank, the currency shown by the Confirmation as being sold by the Customer, on the terms shown in the Confirmation, for settlement on the Value Date.
 - (e) **Buy Back of Currency.** Trader Contracts, once entered into, are final and irrevocable. The Customer acknowledges and agrees that the Bank has no obligation to cancel, reverse or otherwise buy back foreign currencies purchased by the Customer under the Service. The Customer acknowledges that it may not be able to sell back certain foreign currencies once purchased (whether via the Client Access System, telephone with Bank representatives or otherwise). Although the Bank may elect to facilitate buy back of certain major currencies (in the Bank's sole discretion), the Bank makes no commitment to buy back currencies notwithstanding any prior action or course of dealing.
3. **Settlement:**
 - (a) **Processing Settlement Instructions.** The Customer shall provide settlement instructions for each Trader Contract no later than 5:00 p.m. Eastern Time on the Value Date. If the Customer fails to provide settlement instructions by the Value Date as required herein, the Bank reserves the right to reconvert the currency into the original currency and the Customer will bear the risk of any change of currency rates. The Customer will enter settlement instructions pursuant to the procedures set forth in the Service

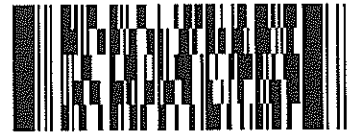


Material and as provided to the Customer through the Access System. As a condition precedent to using this Service, the Customer is required to complete documentation provided by the Bank applicable for each service used for settlement.

- (b) **Funding Currency Transactions.** Whenever purchasing a currency pursuant to a Trader Contract, the Customer shall make the requisite amount of available funds being used to make such purchase available to the Bank by depositing such funds into an account designated by the Bank no later than close of business for the currency being sold on the Value Date. Whenever selling currency, the Customer shall deposit such currency to an account designated by the Bank no later than close of business for the currency being sold on the Value Date. The Bank is authorized to reverse any payment orders transmitted by the Bank with respect to any Trader Contract if the Customer fails to deliver full and final payment to the Bank by the Value Date. Notwithstanding anything to the contrary in this Agreement, the Bank's obligation to process settlement instructions for purchases of currency in advance of the Bank's receipt of full and final payment from the Customer is subject to the limitation that the aggregate dollar value of Trader Contracts for purchases having the same Value Date shall not be in excess of an amount established by the Bank for the Customer from time to time; such amount shall be subject to revision or cancellation by the Bank at any time without prior notice, although the Bank will endeavor to notify the Customer prior to any revision or cancellation.
- (c) **Cash Basis Customer.** Customers who are established by the Bank as "Cash Basis" Customers may only execute spot transactions for the purchase of the lawful currency of such countries or any composite currency as the Bank shall determine and advise the Customer from time to time. The spot transaction will have a Value Date one or two business days from the "Transaction Date" (the date the Trader Contract is entered into) for most currencies, as established by the Bank. Cash Basis Customers will be debited on the Transaction Date instead of the Value Date. If the Customer's account does not have sufficient funds available to cover the Trader Contract on the Transaction Date, the Bank, on the following business day, will cancel the Trader Contract and any associated payment order. The Bank shall have no liability to the Customer in the event the Bank cancels a Trader Contract due to the Customer not having sufficient funds available to cover the Trader Contract on the Transaction Date.
- (d) **Payment in Specified Currency.** The receipt or recovery by either party of any amount in respect of an obligation of the other in a currency other than that specified for payment hereunder, whether pursuant to a judgment of any court or pursuant to a separate closeout agreement or otherwise, shall discharge such obligation only to the extent that on the business day immediately following such receipt, the recipient shall be able, in accordance with normal banking procedures, to purchase the relevant currency specified for payment in the amount specified with the other currency so received. If the amount of the relevant currency specified for payment hereunder or under a Trader Contract so purchasable shall be less than the amount specified hereunder of such obligation, the obligor shall, as a separate obligation and notwithstanding any judgment of any court, indemnify the recipient against any loss sustained by it. The obligor shall in any event indemnify the recipient against any costs incurred by it in making any such purchase of the relevant currency specified for payment.
- (e) **Settlement by Draft.** For all Trader Contracts that the Customer elects to settle by draft, the Customer acknowledges and agrees that in the event the draft is not presented for payment within one hundred eighty (180) days from the date of issuance, the Bank shall have the right to cancel the draft, and the Customer authorizes the Bank to reconvert the funds into the original currency at the then-current rate and recredit the Customer's Account. If the remitter is no longer a customer of the Bank, the Bank may, in its discretion, transfer balances to an unclaimed monies account, or issue a cashier's check, sending it to the address of the Customer on the books and records of the Bank. In the event that the payee, holder or other third-party claims against the Bank on a cancelled draft, the Customer agrees that it shall be responsible for any losses in connection with such cancellation, including any amount recredited or otherwise paid to the Customer. The Customer acknowledges and agrees that applicable service charges and expenses, including stop payment and periodic maintenance fees, may be charged to the Customer's Account or otherwise deducted from the amount to be paid to the Customer.

4. General Provisions:

- (a) **Representations and Warranties.** The following representations and warranties shall be deemed to be made and repeated by the Customer upon entry into any Trader Contract. The Customer represents and warrants that: i) each Trader contract or other Bank currency contract is entered into by the Customer for the purpose of hedging its exposure to currency fluctuation and not for purposes of speculation; and ii) the Customer has sufficient knowledge and experience to be able to evaluate the merits and risks of entering into each Trader Contract or other Bank currency contract, is acting in light of its own judgment or upon professional advice it obtained independently of the Bank or any agent of the Bank as to those merits and risks including, where relevant, its own judgment of the correct tax and accounting treatment of the Trader Contract or other Bank currency contract and it is not relying upon the view or advice by the Bank.
- (b) **Master Foreign Exchange Agreements.** If the Customer and the Bank have entered or hereafter enter into any master agreement relating to foreign exchange contracts, Trader Contracts shall be subject to the cancellation and closeout provisions of any such agreement providing for liquidation of foreign exchange contracts upon the occurrence of specified events (including those provisions relating to closeout netting), but shall not be subject to the other provisions of such agreement such as those relating to the creation of foreign exchange contracts and (unless otherwise agreed) payment netting.

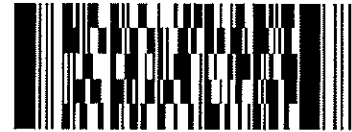


A. US Cash Concentration Service Terms (Single Entity)

1. **Service.** JPMorgan Chase Bank, N.A. (the "Bank") will provide the customer (the "Customer") with its Cash Concentration Service (the "Service") by which the Bank will automatically transfer funds in the amounts and in accordance with the instructions and selections set forth in the service implementation form or schedule for the Service ("Schedule A") to and/or from the U.S. dollar demand deposit accounts maintained at the Bank in the U.S. and listed on Schedule A ("Customer Accounts"). The provisions of the Bank's account documentation, including terms and conditions governing the operation of accounts and services ("Account Documentation"), are incorporated into these Service Terms by reference. Capitalized terms used in these Service Terms, unless otherwise defined in these Service Terms, shall have the same meanings as set forth in the Account Documentation. By signing the Schedule A for the Service or by using or continuing to use the Service the Customer agrees to these Service Terms.
2. **Balances.** The Customer shall maintain sufficient balances in the Customer Accounts to cover any amounts scheduled to be transferred. The Bank may refuse or reverse any transfer if there are insufficient balances to effect such transfer without creating an overdraft. If the Bank effects a transfer that causes or increases an overdraft to a Customer Account, such overdraft shall be immediately due and payable by the Customer, without further notice or demand, together with interest thereon for the period of the overdraft.
3. **Representations.** The Customer represents and warrants: (i) that each Customer Account is not restricted in any way, and is owned and held outright by the Customer, and (ii) its obligations under these Service Terms are legal, valid and binding, and enforceable in accordance with their terms.
4. **Authorized Changes.** The Customer may, upon reasonable notice to the Bank, and consented to by the Bank, authorize additions, deletions or changes to the Schedules, which notice shall extend the representations, acknowledgments and terms of this Service Terms to such changes.
5. **Intercompany Reports.** If the Customer selects, as a feature of the Service, the Intercompany Reporting Service feature (the "InterCo Feature"), that selection and affected Customer Accounts shall be specified on Schedule A for the Service. Under the InterCo Feature, the Bank will provide the Customer with reports, for the Customer Accounts, detailing: (i) a tracking of accumulated inter-account balance transfers; and (ii) a calculation of intracompany earnings and borrowing charges. In addition, the Bank, through the InterCo Feature, will provide the Customer with automated posting, to the affected Customer Accounts, of applicable intracompany earnings and borrowing charges.
6. **Required FDIC Disclosures.** In the event of a failure of the Bank, funds transferred as part of a Service will be considered deposits of the account in which the funds are held, as reflected on the Bank's end-of-day ledger balance, by the Federal Deposit Insurance Corporation after completion of all transactions related to the Service and will be insured by the Federal Deposit Insurance Corporation under its applicable insurance rules and limits.
7. **Term; Termination.** These Service Terms shall be in effect as of the date of the applicable Schedule A, and shall remain in effect unless and until terminated. These Service Terms may be terminated by the Customer by sending written notice to the Bank. Any notice of termination sent to the Bank shall only be effective when actually received by the Bank and after the Bank shall have a reasonable time to act on such notice. These Service Terms may be terminated by the Bank, effective immediately upon the sending of written notice to the Customer.
8. **Notices.** All notices to the Bank, pertaining to the Service, shall be sent to: JPMorgan Chase Bank, N.A. c/o JPMorgan Treasury Technologies Corporation – Liquidity Management Operations, 10420 Highland Manor Drive – 2nd Floor, Tampa, FL 33610. All notices to a Customer shall be sent to the Customer's last known address on the Bank's books and records.
9. **Governing Law.** These Service Terms shall be governed by and construed in accordance with the laws of the State of New York, without reference to the conflict of laws provisions thereof.

B. US Cash Concentration Service Terms (Multi Entity)

1. **Service.** JPMorgan Chase Bank, N.A. (the "Bank") will provide the customers (each a "Customer" or collectively the "Customers") with its Cash Concentration Service (the "Service") by which the Bank will automatically transfer funds in the amounts and in accordance with the instructions and selections set forth in the service implementation form or schedule for the Service ("Schedule A") to and/or from the U.S. dollar demand deposit accounts maintained at the Bank, in the U.S., and listed on Schedule A ("Customer Accounts"). The provisions of the Bank's account documentation, including terms and conditions governing the operation of accounts and services ("Account Documentation"), are incorporated into these Service Terms by reference. Capitalized terms used in these Service Terms, unless otherwise defined in these Service Terms, shall have the same meanings as set forth in the Account Documentation. By signing the Schedule A for the Service or by using or continuing to use the Service the Customer agrees to these Service Terms.
2. **Balances.** The Customers shall maintain sufficient balances in the Customer Accounts to cover any amounts scheduled to be transferred. The Bank may refuse or reverse any transfer if there are insufficient balances to effect such transfer without creating an



overdraft. If the Bank effects a transfer that causes or increases an overdraft to a Customer Account, such overdraft shall be immediately due and payable by the Customer, without further notice or demand, together with interest thereon for the period of the overdraft.

3. **Representations.** Each Customer represents and warrants, with respect to itself: (i) that each of its Customer Accounts is not restricted in any way, and is owned and held outright by the Customer, and (ii) that its obligations under these Service Terms are legal, valid and binding, and enforceable in accordance with their terms.
4. **Service Requirements.**
 - (a) The Bank will provide the Service to the Customers, only if each Customer is an affiliate of the other Customers (an "Affiliate"). "Affiliate" means an entity controlling, controlled by, or under common control with each Customer.
 - (b) Each Customer appoints the Affiliate identified in Schedule A as its agent (the "Agent") for the purpose of (i) representing it with respect to any matter arising under these Service Terms, and (ii) executing and signing any agreements, documents or amendments on its behalf (x) in order to effect the transaction or actions contemplated by or (y) related to any matter arising under the Service Terms.
5. **Authorized Changes.** The Agent with respect to any Customer, may, upon reasonable notice to the Bank and consented to by the Bank, authorize additions, deletions or changes to the Schedules, which notice shall extend the representations, acknowledgments and terms of these Service Terms to such changes for the affected Customer.
6. **Intercompany Reports.** If the Customer selects, as a feature of the Service, the Intercompany Reporting Service feature (the "InterCo Feature") provided by the Bank, that selection and affected Customer Accounts shall be specified on Schedule A for the Service. Under the InterCo Feature, the Bank will provide the affected Customer with reports, for the Customer Accounts, detailing: (i) a tracking of accumulated inter-account balance transfers; and (ii) a calculation of intercompany or intracompany earnings and borrowing charges. In addition, the Bank, through the InterCo Feature, will provide the Customer with automated posting, to the affected Customer Accounts, of applicable intercompany and intracompany earnings and borrowing charges.
7. **Indemnity.** Each Customer, jointly and severally, shall indemnify and hold the Bank harmless from and against any and all claims, damages, demands, liabilities, losses, costs and expenses (including reasonable attorneys' fees and claims caused by overdrafts in Customer Accounts), arising under these Service Terms, except and to the extent directly caused by the negligence or willful misconduct of the Bank.
8. **Set Off.** Each Customer agrees that the Bank shall have the unrestricted right, at any time, without notice, to (i) set off, in whole or in part, any funds in any Customer Account, against any overdraft in any other Customer Account; and (ii) transfer or otherwise apply, in whole or in part, any overdraft in any Customer Account, to any other Customer Account, even if so doing places such other Customer Account into or further into an overdraft.
9. **Required FDIC Disclosures.** In the event of a failure of the Bank, funds transferred as part of a Service will be considered deposits of the account in which the funds are held, as reflected on the Bank's end-of-day ledger balance, by the Federal Deposit Insurance Corporation after completion of all transactions related to the Service and will be insured by the Federal Deposit Insurance Corporation under its applicable insurance rules and limits.
10. **Term; Termination.** These Service Terms shall be in effect as of the date of the applicable Schedule A, and shall remain in effect unless and until terminated. These Service Terms may be terminated by any one Customer with respect to itself, or by the Agent with respect to any one Customer, by sending written notice to the Bank. These Service Terms may be terminated by the Agent on behalf of all of the Customers by the sending of written notice to the Bank. Any notice of termination sent to the Bank shall only be effective when actually received by the Bank and after the Bank shall have a reasonable time to act on such notice. These Service Terms may be terminated by the Bank, with respect to any one Customer, or with respect to all Customers, effective immediately upon the sending of written notice to the affected Customer or the Agent.
11. **Notices.** All notices to the Bank, pertaining to the Service, shall be sent to: JPMorgan Chase Bank, N.A. c/o JPMorgan Treasury Technologies Corporation – Liquidity Management Operations, 10420 Highland Manor Drive – 2nd Floor, Tampa, FL 33610. All notices to a Customer shall be sent to the Customer's last known address on the Bank's books and records.
12. **Governing Law.** These Service Terms, shall be governed by and construed in accordance with the laws of the State of New York, without reference to the conflict of laws provisions thereof.

C. Cross-Border (U.S./U.K.) Cash Concentration Service Terms (Single Entity)



1. **Service.** JPMorgan Chase Bank, N.A. (the "Bank") will provide the customer (the "Customer") with its Cash Concentration Service (the "Service") by which the Bank will: (i) automatically transfer funds in the amounts and in accordance with the instructions and selections set forth in the service implementation form or schedule for the Service ("Schedule A") to and/or from the U.S. dollar demand deposit account maintained at the Bank in the U.S. and the U.S. dollar deposit account in London which are listed on Schedule A ("Customer Accounts"); and (ii) if the Customer selects this feature, the automatic return of such funds to the original deposit account. The provisions of the Bank's account documentation, including terms and conditions governing the operation of accounts and services ("Account Documentation"), are incorporated into these Service Terms by reference. Capitalized terms used in these Service Terms, unless otherwise defined in these Service Terms, shall have the same meanings as set forth in the Account Documentation. By signing the Schedule A for the Service or by using or continuing to use the Service the Customer agrees to these Service Terms.
2. **Accounts.** The Customer has or will open the following Customer Accounts, as specified in Schedule A: (i) a U.S. dollar demand deposit account on the Bank's books in the U.S. ("US DDA"); and (ii) a U.S. dollar deposit account on the Bank's books in its London Branch ("London Account").
3. **Balances.** The Customer shall maintain sufficient balances in the Customer Accounts to cover any amounts scheduled to be transferred. The Bank may refuse or reverse any transfer if there are insufficient balances to effect such transfer without creating an overdraft. If the Bank effects a transfer that causes or increases an overdraft to a Customer Account, such overdraft shall be immediately due and payable by the Customer, without further notice or demand, together with interest thereon for the period of the overdraft.
4. **Acknowledgments.**
 - (a) The Customer acknowledges that deposits held in a branch of the Bank located outside the U.S. are payable exclusively at the branch at which the account is held and are not payable in the U.S. Such deposits: (i) are not insured by the Federal Deposit Insurance Corporation (the "FDIC") or any other governmental entity; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the U.S. in the event of a liquidation of the Bank than U.S. domestic deposits.
 - (b) The Customer further acknowledges that, notwithstanding anything to the contrary herein, if the Bank becomes aware of any legal or regulatory action which, in the Bank's sole opinion, inhibits the operation of the Service then the Bank may suspend the Service until the Bank's concerns are resolved to its satisfaction.
5. **Representations.** The Customer represents and warrants: (i) that each Customer Account is not restricted in any way and is owned and held outright by the Customer; and (ii) its obligations under these Service Terms are legal, valid and binding, and enforceable on accordance with their terms.
6. **Initial Transfers.** If, in Schedule A, the Customer selects a one way transfer of funds from the US DDA then the provisions of Section 6(a) will apply. If, in Schedule A, the Customer selects a one way transfer of funds from the London Account, then the provisions of Section 6(b) will apply. If, in Schedule A, the Customer selects a two way transfer of funds, then the provisions of Sections 6(a) and 6(b) will apply. In all events, the Customer will select, in Schedule A, a target balance for the US DDA ("Target Balance"). The Bank, at the close of a banking business day in New York, U.S.A. ("Day 1") will determine the available balance in the US DDA and make the transfers as described below.
 - (a) If the US DDA has positive balances which exceed the Target Balance ("Positive Balance"), then the Bank will transfer an amount, in accordance with the selection and instructions on Schedule A, from the US DDA to the London Account, with a debit to the US DDA on Day 1, and a credit to the London Account on the next business day in London, value dated Day 1 – if Day 1 is a London banking business day, and otherwise on the current banking business day, provided, however, that with respect to U.S. residents, as such term is defined in Section 204.2(s) of Regulation D of the Federal Reserve Board, the Bank will only make the transfer to the London Account if the amount to be transferred, together with the amount on deposit in the London Account, exceeds US \$100,000.
 - (b) If the US DDA is in an overdraft position or falls short of the Target Balance (collectively, "Shortfall Balance"), then the Bank will transfer an amount, in accordance with the selection and instructions on Schedule A, from the London Account to the US DDA. The London Account will be debited for the entire amount of the Shortfall Balance, even if so doing places the London Account into or further into an overdraft. Funds transferred from the London Account to the US DDA will be credited provisionally to the US DDA on Day 1, and debited to the London Account on the next banking business day, value dated Day 1. The provisional credit will be final following the Bank's approval of the debit to the London Account.
7. **Authorized Changes.** The Customer may, upon reasonable notice to the Bank, and consented to by the Bank, authorize additions, deletions or changes to the Schedules, which notice shall extend the representations, acknowledgments and terms of this Service Terms to such changes.
8. **Required FDIC Disclosure.** In the event of a failure of the Bank, funds transferred as part of a Service will be considered deposits of the account in which the funds are held, as reflected on the Bank's end-of-day ledger balance, by the FDIC after completion of all transactions related to the Service and will be insured by the FDIC under its applicable insurance rules and limits.



9. **Term; Termination.** These Service Terms shall be in effect as of the date of the applicable Schedule A, and shall remain in effect unless and until terminated. These Service Terms may be terminated by the Customer by sending written notice to the Bank. Any notice of termination sent to the Bank shall only be effective when actually received by the Bank and after the Bank shall have a reasonable time to act on such notice. These Service Terms may be terminated by the Bank, effective immediately upon the sending of written notice to the Customer.
10. **Notices.** All notices to the Bank shall be sent to: JPMorgan Chase Bank, N.A. c/o J.P. Morgan Treasury Technologies Corporation, Liquidity Management Operations, 10420 Highland Manor Drive – Bldg 2 – 2nd Floor, Tampa, FL 33610 or such other address subsequently specified by the Bank. All notices to the Customer shall be sent to the Customer's last known address on the Bank's books and records.
11. **Governing Law.** These Service Terms shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., without reference to the conflict of law provisions thereof.

D. Cross-Border (U.S./U.K.) Cash Concentration Service Terms (Multi Entity)

1. **Service.** JPMorgan Chase Bank, N.A. (the "Bank") will provide the customers (each a "Customer" or collectively the "Customers") with its Cash Concentration Service (the "Service") by which the Bank will: (i) automatically transfer funds in the amounts and in accordance with the instructions and selections set forth in the service implementation form or schedule for the Service ("Schedule A") to and/or from the U.S. dollar demand deposit account maintained at the Bank in the U.S. and the U.S. dollar deposit account in London which are listed on Schedule A ("Customer Accounts"); and (ii) if the Customer selects this feature, the automatic return of such funds to the original deposit account. The provisions of the Bank's account documentation, including terms and conditions governing the operation of accounts and services ("Account Documentation"), are incorporated into these Service Terms by reference. Capitalized terms used in these Service Terms, unless otherwise defined in these Service Terms, shall have the same meanings as set forth in the Account Documentation. By signing the Schedule A for the Service or by using or continuing to use the Service the Customer agrees to these Service Terms.
2. **Accounts.** The Customers have or will open the following accounts ("Authorized Accounts"), as specified in Schedule A: (i) a U.S. dollar demand deposit account on the Bank's books in the U.S. ("US DDA"); and (ii) a U.S. dollar deposit account on the Bank's books in its London Branch ("London Account")
3. **Balances.** The Customers shall maintain sufficient balances in the Customer Accounts to cover any amounts scheduled to be transferred. The Bank may refuse or reverse any transfer if there are insufficient balances to effect such transfer without creating an overdraft. If the Bank effects a transfer that causes or increases an overdraft to a Customer Account, such overdraft shall be immediately due and payable by the Customer, without further notice or demand, together with interest thereon for the period of the overdraft.
4. **Acknowledgments.**
 - (a) The Customer acknowledges that deposits held in a branch of the Bank located outside the U.S. are payable exclusively at the branch at which the account is held and are not payable in the U.S. Such deposits: (i) are not insured by the Federal Deposit Insurance Corporation (the "FDIC") or any other governmental entity; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the U.S. in the event of a liquidation of the Bank than U.S. domestic deposits.
 - (b) The Customer further acknowledges that, notwithstanding anything to the contrary herein, if the Bank becomes aware of any legal or regulatory action which, in the Bank's sole opinion, inhibits the operation of the Service then the Bank may suspend the Service until the Bank's concerns are resolved to its satisfaction.
5. **Representations.** Each Customer represents and warrants, with respect to itself: (i) that each of its Customer Accounts is not restricted in any way, and is owned and held outright by the Customer, and (ii) that its obligations under these Service Terms are legal, valid and binding, and enforceable in accordance with their terms.
6. **Initial Transfers.** If, in Schedule A, the Customers select a one way transfer of funds from the US DDA then the provisions of Section 6(a) will apply. If, in Schedule A, the Customers select a one way transfer of funds from the London Account, then the provisions of Section 6(b) will apply. If, in Schedule A, the Customers select a two way transfer of funds, then the provisions of Sections 6(a) and 6(b) will apply. In all events, the Customers will select, in Schedule A, a target balance for the US DDA ("Target Balance"). The Bank, at the close of a banking business day in New York, U.S.A. ("Day 1") will determine the available balance in the US DDA and make the transfers as described below.
 - (a) If the US DDA has positive balances which exceed the Target Balance ("Positive Balance"), then the Bank will transfer an amount, in accordance with the selection and instructions on the Implementation Form, from the US DDA to the London Account, with a debit to the US DDA on Day 1, and a credit to the London Account on the next business day in London, value dated Day 1 – if



Day 1 is a London banking business day, and otherwise on the current banking business day, provided, however, that if the London Account is maintained by a U.S. resident, as such term is defined in Section 204.2(s) of Regulation D of the Federal Reserve Board, the Bank will only make the transfer to the London Account if the amount to be transferred, together with the amount on deposit in the London Account, exceeds US \$100,000.

- (b) If the US DDA is in an overdraft position or falls short of the Target Balance (collectively, "Short fall Balance"), then the Bank will transfer an amount, in accordance with the selection and instructions on the Implementation Form, from the London Account to the US DDA. The London Account will be debited for the entire amount of the Shortfall Balance, even if so doing places the London Account into or further into an overdraft. Funds transferred from the London Account to the US DDA will be credited provisionally to the US DDA on Day 1, and debited to the London Account on the next banking business day, value dated Day 1. The provisional credit will be final following the Bank's approval of the debit to the London Account.

7. Service Requirements.

- (a) The Bank will provide the Service to the Customers, only if each Customer is an affiliate of the other Customers (an "Affiliate"). "Affiliate" means an entity controlling, controlled by, or under common control with each Customer.
 - (b) Each Customer appoints the Affiliate identified in Schedule A as its agent (the "Agent") for the purpose of (i) representing it with respect to any matter arising under these Service Terms, and (ii) executing and signing any agreements, documents or amendments on its behalf (x) in order to effect the transaction or actions contemplated by or (y) related to any matter arising under the Service Terms.
8. **Authorized Changes.** The Agent with respect to any Customer, may, upon reasonable notice to the Bank and consented to by the Bank, authorize additions, deletions or changes to the Schedules, which notice shall extend the representations, acknowledgments and terms of these Service Terms to such changes for the affected Customer.
9. **Indemnity.** Each Customer, jointly and severally, shall indemnify and hold the Bank harmless from and against any and all claims, damages, demands, liabilities, losses, costs and expenses (including attorneys' fees and claims caused by overdrafts in an Authorized Account) arising under these Service Terms, including, without limitation, claims resulting from any breach or alleged breach of any representation or warranty hereunder, except, and to the extent, any such claims, damages, demands, liabilities, losses, costs and expenses are directly caused by the gross negligence or willful misconduct of the Bank.
10. **Set Off.** Each Customer agrees that the Bank shall have the unrestricted right, at any time, without notice, to (i) set off, in whole or in part, any funds in any Customer Account, against any overdraft in any other Customer Account; and (ii) transfer or otherwise apply, in whole or in part, any overdraft in any Customer Account, to any other Customer Account, even if so doing places such other Customer Account into or further into an overdraft.
11. **Required FDIC Disclosures.** In the event of a failure of the Bank, funds transferred as part of a Service will be considered deposits of the account in which the funds are held, as reflected on the Bank's end-of-day ledger balance, by the Federal Deposit Insurance Corporation after completion of all transactions related to the Service and will be insured by the Federal Deposit Insurance Corporation under its applicable insurance rules and limits.
12. **Term; Termination.** These Service Terms shall be in effect as of the date of the applicable Schedule A, and shall remain in effect unless and until terminated. These Service Terms may be terminated by any one Customer with respect to itself, or by the Agent with respect to any one Customer, by sending written notice to the Bank. These Service Terms may be terminated by the Agent on behalf of all of the Customers by the sending of written notice to the Bank. Any notice of termination sent to the Bank shall only be effective when actually received by the Bank and after the Bank shall have a reasonable time to act on such notice. These Service Terms may be terminated by the Bank, with respect to any one Customer, or with respect to all Customers, effective immediately upon the sending of written notice to the affected Customer or the Agent.
13. **Notices.** All notices to the Bank shall be sent to: JPMorgan Chase Bank, N.A. c/o J.P. Morgan Treasury Technologies Corporation, Liquidity Management Operations, 10420 Highland Manor Drive – Bldg 2 – 2nd Floor, Tampa, FL 33610. All notices to a Customer or the Agent shall be sent to the Customer's or the Agent's, as applicable, last known address on the Bank's books and records.
14. **Governing Law.** These Service Terms shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., without reference to the conflict of law provisions thereof.



This addendum ("Addendum") supplements the Bank's Account Terms and applies solely to Accounts maintained in the United States (and to Services provided in connection with such US Accounts). Capitalized terms used in the Addendum, not otherwise defined, have the meanings set forth in the Account Terms. By using Accounts maintained in the United States, the Customer acknowledges receipt of, and agrees to be bound by the Account Terms and this Addendum, each as may be amended or supplemented from time to time.

United States

Section 3 of the Account Terms is hereby supplemented with the following provisions:

- 3.4 The Bank may provide or make available upon request a receipt or similar document for certain deposits to your Account. However, the amount on such receipt or similar document is based solely on the deposit ticket. Credits for all deposits whether or not accompanied by a deposit ticket, including bulk deposits, are subject to verification. The Bank reserves the right to make adjustments to the Account for any errors, including any errors appearing on the deposit ticket, occurring during processing or otherwise, but the Bank has no obligation to do so for de minimis discrepancies.
- 3.5 The Bank may handle Items drawn on a non-U.S. bank or Items payable in a foreign currency on a collection basis, not for deposit, even if the Bank has received the Items as part of a deposit. The Customer may not receive provisional credit for such Items, or if provisional credit has been given the Bank may revoke it. Credit for Items payable in a foreign currency will be in U.S. dollars at the Bank's exchange rate, for the Account credited.
- 3.6 The Customer must place its endorsement on the back of a check only in the area within 1.5 inches from the trailing edge of the check. The trailing edge of the check is defined as the left-hand edge of the check looking at it from the front. If the Customer is authorized in writing to endorse checks on the Bank's behalf, the Customer agrees to comply with the endorsement standards of the Bank.
- 3.7 If the Customer pre-encodes Items, the Customer should not use carrier documents (Items placed inside envelopes) in either high-speed forward or return cash letters. The Customer shall be solely responsible for any delays, losses or claims resulting from its use of carrier documents in high-speed forward or return cash letters.
- 3.8 If the payor bank, drawer or payee on any Item that was deposited to Customer's Account returns the Item to the Bank or makes a claim against the Bank based on an asserted unauthorized signature or endorsement or an asserted alteration, the Bank may accept that return or pay that claim and charge the Customer's Account for all or any part of the amount of the Item, even if the claim is made after the payor bank's return deadline. If the Customer deposits or cashes an Item drawn on the Bank and the Item or any endorsement is asserted to be forged, unauthorized or altered, the Bank may charge back all or any part of the amount of the Item, even if the charge back is made after the Bank's midnight deadline.
- 3.9 The Customer agrees that the Bank may collect any Item deposited to Customer's Account by electronic means. The Customer will not deposit any substitute checks (that are not returned Items) unless the Bank expressly agrees to accept such deposit. In the event the Bank processes any substitute checks in the absence of such express agreement, the Customer agrees that the processing of it shall not be deemed to be the Bank's agreement to accept any substitute checks for deposit and that it will be solely responsible for any loss or claim in connection with the deposit.
- 3.10 The Bank is not liable for any deposit made through the use of the Bank's night depositories until the Bank issues a deposit ticket or other receipt acknowledging the deposit. The Bank's count of the amount deposited in a night depository will be conclusive. The Customer is solely responsible for any loss incurred from the disappearance, theft, or loss of any envelope, bag, or money before the Bank verifies the contents of the deposit.
- 3.11 If the Customer deposits a remotely created check ("RCC"), as such term is defined in Section 229.2(fff) of Federal Reserve Regulation CC, the Customer warrants to the Bank, with respect to each RCC, that the person on whose account the RCC is drawn authorized the issuance of such RCC in the amount and to the payee stated on the RCC. The Customer authorizes the Bank to debit the Customer's account for any claim or return based upon an unauthorized RCC and the Customer agrees to indemnify and hold the Bank harmless from and against any claims, liabilities, costs and expenses (including attorneys' fees) resulting directly or indirectly from any breach of the foregoing warranty. All other terms governing a check will apply to an RCC.
- 3.12 The Bank may issue one or more automated teller machine ("ATM") cards ("Cards") and personally identifiable numbers ("PINs") to Customer's employees or agents for use in initiating certain Account transactions at Bank owned ATMs. Customer agrees to use and cause its employees and agents to use the Cards only at ATMs owned by the Bank and Customer shall be responsible for each Card and liable for any transactions initiated using such Card. The Customer agrees that the types of transactions offered through the use of the Card may be limited by the Bank in the Bank's sole discretion. The Bank has the right to cancel any Card at any time and for any reason, and will notify Customer of such cancellation. All ATM transactions are subject to verification. Any deposit transaction through an ATM that is not made on a business day or made after the Bank's designated cut-off time will be processed on the Bank's next business day. The Customer agrees to obtain possession and return to the Bank or destroy all cancelled Cards. If the Customer believes a Card or PIN has been lost or stolen, the Customer shall immediately contact the Bank's ATM call center.



Section 4 of the Account Terms is hereby supplemented with the following provisions:

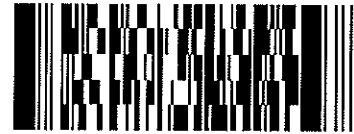
- 4.5 The Bank may, in its discretion, cash Items drawn on an Account when presented by the holder. If a payee who is not a deposit customer of the Bank presents an Item drawn on the Account for cash, the Bank may refuse to cash the Item and may charge the payee a fee if the Bank does cash the Item.
- 4.6 Requirements for two or more signatures on Items drawn on the Account or limits on the amount for which any an Item can be drawn are solely for the Customer's own internal control purposes and the Bank will not be liable for paying any Item (a) lacking the required number of signatures, or (b) drawn in an amount exceeding the maximum limit assigned to the signer, provided the Bank followed its customary procedures when paying the Items.
- 4.7 The Bank offers the Customer Services reasonably designed to detect and/or deter check fraud and reduce the likelihood that a fraudulent, unauthorized, counterfeit or altered check will be paid. Customer agrees that if it fails to utilize any of these Services, that failure will constitute Customer negligence contributing to the making of an unauthorized signature and the Customer will assume the risk that checks or drafts presented for payment against its Account may be forged or altered and Customer will be precluded from asserting any claims against the Bank for paying any unauthorized, altered, counterfeit or other fraudulent Items that such Service was designed to detect or deter and the Bank shall not be required to recredit Customer's Account or otherwise have any liability for paying such Items to the extent that the Services the Bank offers may have prevented such loss. In the event the Bank receives or is presented with Items which appear to be duplicates of each other, the Bank may return one or more of such Items.
- 4.8 The Customer assumes all responsibility and liability for any claims or losses that the Customer or the Bank may suffer as a result of the Customer's: (i) issuance of an Item in such a manner that information, marks or bands on the back of the Item obscures endorsements; or (ii) placement of an endorsement on the back of the Item which obscures other endorsements; and which thereby causes a delay in the forward and/or return processing of the Item. The Bank retains the right to refuse to accept an Item for deposit if the back of the Item is obscured.
- 4.9 If an Item issued by the Customer is transferred or negotiated outside of the United States and is subsequently sent to the Bank for deposit, collection or payment in the United States, the Customer shall be deemed to make, to the Bank, the transfer and presentment warranties under the Uniform Commercial Code, as if such Item were negotiated or otherwise transferred in the United States.
- 4.10 A stop payment Instruction from the Customer will be effective on an Item if: (i) the Bank receives the stop payment Instruction with a reasonable opportunity to act on such Instruction, which shall be at least one (1) full Business Day following the Business Day of the Bank's confirmed receipt of the Instructions at the applicable Bank location; (ii) the Instruction is in the form required by the Bank and the information is complete; and (iii) the Item is not yet paid or cashed. For purposes of this Section, "Business Day" means a day on which the Bank is generally open for business in the jurisdiction where the Account is maintained. Stop payment Instructions on Items, unless otherwise provided, will be valid for one (1) year and will automatically renew up to six (6) additional years unless the Bank confirms receipt of the Customer's revocation of a stop payment Instruction. The Customer may request, through the Bank's call center or other authorized representative, a non-renewable stop payment, which will be effective for a 180-day period. The Bank shall not be liable for any Item properly paid or cashed prior to the effective date of a stop payment request. Stop payment Instructions on Items are effective in having the Item returned unpaid by the Bank. However, such Instructions have no effect on the rights of a holder in due course of the Item to make a claim against the Customer.

Section 5 of the Account Terms is hereby supplemented with the following provision:

- 5.7 Automated Clearing House ("ACH") entries will be subject to the rules of the National Automated Clearing House Association and any other applicable ACH rules. The Customer agrees to be bound by such ACH rules. Credit given by the Bank to the Customer for an ACH entry shall be provisional until the Bank receives final settlement. If the Bank does not receive final settlement, the Bank may revoke the provisional credit and charge back the amount to the Account or obtain a refund from the Customer, in which case the originator of the credit entry shall not be deemed to have paid the Customer the amount of such entry. The Bank shall not be obligated to notify the Customer of the receipt of a payment order or ACH entry for credit or debit to an Account.

Section 7 of the Account Terms is hereby supplemented with the following provisions:

- 7.2 The Customer must notify the Bank in writing of any unauthorized, improper, or missing endorsements within six (6) months after the Account Statement is mailed, transmitted or made available to the Customer. The Customer must notify the Bank in writing of any other errors, discrepancies or irregularities in any Account Statement, or in the Items and documents summarized or detailed in the Account Statement, or of the non-receipt of an expected Account Statement ("Error"), within sixty (60) calendar days after the Account Statement is mailed, transmitted or made available to the Customer. The Customer must provide the Bank with all information necessary for the Bank to investigate the alleged error, discrepancy or irregularity, and must provide all supporting affidavits and testimony that the Bank requests. Failure to report an Error within the time frame set forth above, shall be deemed conclusive proof that Customer failed to report such Error within such time frame, and that Customer failed to exercise reasonable care and promptness in examining the Items and Account Statements and notifying Bank of the Error. Customer agrees that such Error shall therefore be fully enforceable against Customer and Customer shall have no claim against Bank for same and shall be barred from bringing any action against the Bank that is in any way related to the Error.
- 7.3 The Bank strictly prohibits the use of any Account to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of



the foregoing) that are related, directly or indirectly, to unlawful Internet gambling. The term "unlawful Internet gambling," as used in this section, shall have its meaning set forth in 12 C.F.R. Section Part 233, Section 132.2(bb). The Customer agrees not to conduct any transactions through the Account that directly or indirectly involve or are related to unlawful Internet gambling, including, without limitation, the acceptance or receipt of any funds or deposits in connection therewith.

Section 15 of the Account Terms is hereby supplemented with the following provisions:

- 15.4 U.S. federal regulations limit the number of pre-authorized or automatic transfers or withdrawals or telephonic/electronic instructions (including check, draft, debit card or similar order payable to third parties) that can be made from a savings account (including a money market deposit account) to a total of six (6) per calendar month or statement cycle or similar period. The Customer agrees to comply at all times with such restrictions. Exceeding these withdrawal limits may result in the Bank converting the savings account into a non-interest bearing demand deposit account, with any attendant changes in pricing and account terms and conditions. Further, the Bank is required by U.S. law to reserve the right to require at least seven (7) days notice prior to a withdrawal from a savings account.
- 15.5 The Customer, if eligible, may open an interest bearing checking account ("NOW Account"). The Bank is required by U.S. law to reserve the right to require at least seven (7) days notice prior to a withdrawal from a NOW Account.
- 15.6 The Bank is authorized, for regulatory reporting and internal accounting purposes, to divide an Account: (i) in the case of a demand deposit checking Account, into a non-interest bearing demand deposit sub-account and a non-interest bearing savings sub-account; (ii) in the case of a NOW Account, into an interest bearing NOW sub-account and an interest bearing savings sub-account, and, in both cases, to transfer funds between these sub-accounts in accordance with U.S. law at no cost to the Customer. The Bank will record the sub-accounts and any transfers between them on the Bank's books and records only. The sub-accounts and any transfers between them will not affect the Account number, balance requirement or use of the Account.
- 15.7 The Bank, for its administrative purposes may designate a branch of the Bank as the branch of record of an Account which may be different from the branch at which the Account is opened. This designation requires no action on the part of the Customer and will not change the Bank's operations, Services or customer support.

Section 16.1 of the Account Terms is replaced with the following provision:

- 16.1 With respect to Accounts maintained in the United States, the Account Terms, the Account Documentation and the rights and obligations of the Customer and the Bank in respect of each Account also shall be governed by and construed in accordance with the laws of the State of Ohio, United States (without regard to its conflict of laws rules). Unless otherwise specified in the Service Terms, the rights and obligations of the Customer and the Bank under any Service Terms shall be governed by and construed in accordance with the laws of the State of Ohio, United States (without regard to its conflict of laws rules). For purposes of clarity, unless otherwise specified in the Service Terms or Account Terms, for Accounts maintained in the United States and for all Services, such governing law shall include U.S. federal laws and regulations, Federal Reserve Bank rules and Operating Circulars, clearing house rules, automated clearing house rules and general commercial bank practices applicable to the type of Account and Services provided to the Customer.

In the event the Bank is required to remit funds to any state as abandoned property, the Account may be charged for fees in remitting funds to that state. In addition, the Bank may charge fees in connection with its handling of dormant funds and accounts. These charges are not refundable. If an Account has no activity other than charges assessed or interest credited by the Bank for a period of at least six (6) months, the Bank is not required to provide an Account statement until the Account has additional activity. If an Account has no activity other than charges assessed or interest credited by the Bank for a period of at least twelve (12) months, the Customer may be unable to access the Account until appropriate contact is made between the Customer and the Bank.

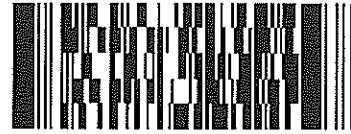
Section 17 of the Account Terms is hereby supplemented with the following provision:

- 17.15 If the Customer is a bank or financial institution not organized under the laws of the United States, it shall not permit its customers to conduct banking transactions in the United States through the Customer's Account, and shall not provide its customers with check stock, drafts, wire transfer capabilities or any other means by which its customers are able to draw on the Customer's Account. These types of arrangements are typically called "payable through accounts" and are prohibited under these Account Terms. The Customer acknowledges that the sale of U.S. dollar checks or drafts to third parties is explicitly prohibited without the express written approval of the Bank.

Availability Policy - FOR ACCOUNTS MAINTAINED IN THE U.S.

The Bank's policy is to make funds available to the Customer on the same, next or second business day after the day of deposit depending on the type of deposit and when the deposit is made as described below. If the Customer will need the funds from a deposit immediately, the Customer should ask the Bank when the funds will be available.

- A. **Determining the Day of a Deposit.** If a deposit is made to an account on a business day before the Bank's cutoff time established for that location (which will be no earlier than 2 p.m. local time), then the Bank will consider that day to be the day of deposit. However, if a deposit is made after the cutoff time or on a day that is not a business day, then the Bank will consider the deposit to have been made no later than the next business day. For determining the availability of deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. Availability with respect to any deposit will be determined by the location of the banking center or other facility where the deposit was received. For deposits made at the Bank's automated teller machines (ATMs) the cutoff time is 11 p.m. Eastern



Time unless otherwise noted on the ATM screen.

- B. **Same Day Availability.** Funds from the following deposits made at a banking center or at an ATM that do not require deposit envelopes will be available on the business day the Bank determines the deposit is made:
- Cash;
 - Wire transfers; and
 - Electronic direct deposits to an account.

- C. **Next Day Availability.** Funds from the following deposits are available on the first business day after the business day the Bank determines the deposit is made:
- U.S. Treasury checks that are payable to the Customer;
 - Checks drawn on a Bank affiliate that holds the applicable account (excluding a Controlled Disbursement site); and
 - At least, the first \$100 from a day's total deposits.

If the deposit is made in person to a Bank employee, funds from the following deposits are also available on the first business day after the business day the Bank determines the deposit is made:

- State and local government checks that are payable to the Customer, if a special deposit slip, available upon request at any Bank banking center is used;
- Cashier's, certified, and teller's checks that are payable to the Customer, if a special deposit slip, available upon request at any Bank banking center, is used; and
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to the Customer.

If a special deposit slip is not used, availability of funds from these deposits will follow the schedule identified in the Availability of Other Check Deposits section below.

- D. **Availability of Other Check Deposits.** Generally, funds from all other deposits of checks drawn on banks (as defined in Federal Reserve Regulation CC) will be available no later than the second business day after the day of deposit.

Checks that require special handling may receive delayed availability.

The amount of funds available to the Customer will be reduced by the amount of any deposited check that is returned unpaid. If the Bank reprocesses the check, the funds will become available no later than the second business day after the business day in which the check is reprocessed.

- E. **Longer Delays May Apply.** In some cases the Bank may not make all of the funds that are deposited by check available. Depending on the type of check deposited, funds may not be available as set forth above. However, the first \$100 of the aggregate deposit will be available on the first business day after the day of deposit.

If the Bank is not going to make all of the funds from a deposit available at the times shown above, it will notify the Customer and specify when the funds will be available. If a deposit is not made directly to a Bank employee, or if the Bank decides to take this action after the Customer has left the premises, the Bank will mail or otherwise send the notice to the Customer by the business day after the day of deposit.

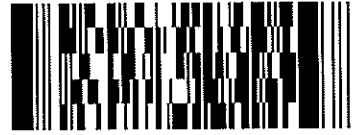
Funds deposited by check may be delayed for a longer period under the following circumstances:

- The Bank believes a deposited check will not be paid;
- Deposited checks for all of the Customer's accounts total more than \$5,000 in any one day;
- The Customer redeposited a check that has been returned unpaid;
- The Customer has overdrawn one or more of its accounts repeatedly in the last six months; or
- There is an emergency, such as failure of communications or computer equipment.

In such circumstances, funds will generally be available no later than the seventh business day after the day of deposit. Inclement weather or transportation problems may lead to additional delays under certain availability schedules. Customer may have specific availability schedules related to a banking service.

- F. **Special Rules for New Accounts.** If the account is a new account, the following special rules may apply during the first thirty days the account is open:

- Funds from deposits of the first \$5,000 of that day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to the Customer. The excess over \$5,000 will be available no later than the ninth



business day after the day of deposit. If the deposit of checks (other than U.S. Treasury checks) is not made in person to one of the Bank's employees, the first \$5,000 may not be made available until the second business day after the day of deposit; and

- Funds from all other check deposits will be made available no later than the fifteen business day after the day of deposit.

This Availability Policy and availability schedules may be changed without notice.

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JPMorgan Chase Bank, N.A. Member FDIC.



Business Signature Card

V1.7_03_25_10

CHECK ONE:	☒ Signatures for New Account(s)	☐ Additional Signatures for Account(s)	☐ Replace <u>All</u> Signatures on Account(s)	Card <u> </u> of <u> </u>
Client Name/Account Holder: (For Sole Proprietor or Disregarded Entity, indicate the name of the owner.)		WILLIAMSON COUNTY		
Account Title:	WILLIAMSON COUNTY			
Address:	710 S MAIN ST STE 105	City, State, Zip	GEORGETOWN, TX 786265701 USA	
Account Number(s):	935651117	Telephone Number:		
		Tax ID Number: (For Sole Proprietor or Disregarded Entity, indicate TIN of owner.)	746000978	

INSTRUCTIONS: Use **BLACK OR BLUE** ink. Place the **Manual or Facsimile signature** within the box boundaries only. **Do Not** overlap signatures. Indicate if the signature is Manual or a Facsimile in the "PRINT NAME" box. When providing a Facsimile Signature, provide a Manual Signature too. For your security, cross out all unused signature boxes before signing the signature card below.

PRINT NAME	TITLE	SIGNATURE
☒ Manual THERESIA CARTER		
☐ Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	
☒ Manual KENNY SCHNELL		
☐ Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	
☒ Manual VIVIAN L WOOD		
☐ Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	
☒ Manual DAVID U FLORES		
☐ Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	

The undersigned, an authorized representative of the Account Holder, certifies that he/she has reviewed the information contained in this Signature Card, the Certificate Regarding Accounts, and/or any other account authorization document, and finds it accurate on this date. The Account Holder has received and agrees to be bound by the terms and conditions governing the operation of accounts and services provided by JPMorgan Chase Bank, National Association, ("the Bank"), including the Account Terms and Service Terms, as they may be amended or supplemented from time to time.

The undersigned is authorized to certify the names, titles, and signatures of authorized signers on this/these account(s) pursuant to the Certificate Regarding Accounts or, if applicable, another account authorization document (e.g., a corporate resolution, partnership letter & security agreement, or a limited liability company letter & security agreement). The undersigned certifies that the (No.) signatures presented on these pages are the signatures of persons authorized to sign and otherwise act on behalf of the Account Holder with respect to the account and banking transactions or services. The Bank is entitled to rely on the authority of the named person(s) until the Bank receives written revocation of such authority.

Tax ID Number 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. citizen or other U.S. person (as defined in the IRS Form W-9 instructions).

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. See the IRS Form W-9 Instructions for additional information.

☐ The Account Holder is a nonresident alien or foreign entity, and therefore the certification above does not apply. The Account Holder's foreign status has been certified to the Bank on the appropriate Form W-8.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Authorized Signature:	Title:	Date:
Authorized Signature:	Title:	Date:
INTERNAL USE ONLY THE ABOVE INFORMATION AND SIGNATURE(S) WERE VERIFIED BY:		
Print Name: Valerie Hill	Initials:	Dept. No./Br. No.: 704
Completion Date: 12/21/2010	Entity Type: Governmental Entity	



Client Name/Account Holder: WILLIAMSON COUNTY			
Account Title: WILLIAMSON COUNTY		Tax ID Number: 746000978	Card __ of __
Account Number(s):	935651117	Telephone Number:	Date: 12/21/2010

ADDITIONAL SIGNATURES

PRINT NAME	TITLE	SIGNATURE
☐ Manual ☐ Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	TITLE	SIGNATURE
☐ Manual ☐ Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	TITLE	SIGNATURE
☐ Manual ☐ Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	
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PRINT NAME	TITLE	SIGNATURE
☐ Manual ☐ Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	



Certificate Regarding Accounts

V 1.5_09_27_10

Instructions: Complete all relevant spaces with the requested information as applicable to the type of organization. Obtain signature of certifying signer(s) at the conclusion of the Certificate.

HEADING

Customer Name: ("Customer")	WILLIAMSON COUNTY
Tax Identification Number: ("Client Entity")	746000978
Business Name: ("Business")	(Applicable only for Sole Proprietorship or business operating under an assumed name)
Jurisdiction of Organization:	TX
Type of Organization (Check One)	☐ Corporation ☐ Sole Proprietorship ☐ Trust ☐ Unincorporated Association ☐ Limited Liability Company ☐ Partnership (including Limited Liability Partnership) ☐ Business Trust (under Delaware or Massachusetts law only) ☐ Joint Venture ☒ Governmental Entity (specify type): _____ ☐ Other: _____

A. **DESIGNATION OF DEPOSITORY.** This Certificate Regarding Accounts (this "Certificate") is provided to any bank subsidiary of J.P. Morgan Chase & Co. (collectively, "Bank") with respect to any and all deposit accounts, related products and all Treasury Services products or services, that Customer currently has or may open in the future with Bank (collectively, the "Accounts").

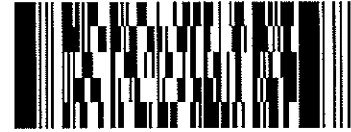
B. CERTIFICATION (as applicable to Type of Organization)

1. **Corporation, Limited Liability Company, Partnership/LLP, Unincorporated Association, Business Trust.** I am an officer, member, manager, director, or general partner (or person authorized to represent the member, manager, director or general partner), as applicable, of Customer. I certify to Bank that the governing body of Customer has adopted resolutions authorizing all actions and agreements described in this Certificate. Those resolutions were adopted in accordance with all requirements of law and of Customer's organizational documents, have been entered in the regular minute books of Customer, have not been rescinded, or modified, and are now in full force and effect.

2. **Governmental Entity.** I am either the custodian of the official records of Customer (the "Certifying Official"), or the public official authorized by law to establish and administer the financial accounts of Customer (the "Financial Officer"), and authorized to take all actions described in this Certificate.

Bank has been designated a depository for funds of Customer in the manner required by applicable law. I certify to Bank that the governing body of Customer, if any, has adopted resolutions authorizing all actions and agreements described in this Certificate. Those resolutions were adopted in accordance with all requirements of law and of Customer's organizing statutes, charter, by-laws, ordinances, or other applicable laws and documents, have been entered in the regular minute books of Customer, and are now in full force and effect.

3. **Trust. (Other than a business trust)** I am (we are) all of the duly appointed and acting trustee(s) of the trust. I (we) certify to Bank that Customer's trust agreement and all other governing documents authorize the trustees to take all actions and enter into all agreements described in this Certificate, and that such authorization is in accordance with all requirements of law now in full force and effect.
4. **Joint Venture.** We are all the joint venturers of Customer. We certify to Bank that the joint venturers of Customer have authorized all actions and agreements described in this Certificate, and that such authorization is now in full force and effect.



5. **Sole Proprietor.** I am the Customer, and I individually am the sole owner of the Business. The Business is not a corporation, partnership, limited liability company, or any other form of business entity. This Certificate constitutes a durable power of attorney appointing agents, each acting singly, to take any and all action authorized under this Certificate or any other document described in this Certificate. This power of attorney will survive my incompetence, incapacity, or disability. "Attorney-in-Fact" means any of the following listed persons, acting singly unless otherwise provided in this Certificate:
-

C. AUTHORIZATIONS (applicable to all Types of Organizations)

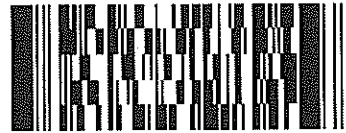
6. **Account Opening.**
Each Account Manager is authorized to open one or more Accounts from time to time with Bank. "Account Manager" means each person holding an officer title with Customer. If Customer is a limited liability company or partnership, "Account Manager" means any member, manager, general partner, or trustee (or authorized official of a member, manager, general partner, or trustee) of Customer. However, if any names or titles are listed in the following line, "Account Manager" means only the following listed persons: _____. If Customer is a sole proprietor,

"Account Manager" means only Customer individually (i.e., the owner of the Business) or an Attorney-in-Fact, if designated by Customer. If Customer is a trust (other than a business trust), "Account Manager" means only each individual trustee and each person authorized to act on behalf of any entity trustee of Customer. If Customer is a joint venture, "Account Manager" means only each joint venturer and each person authorized to act on behalf of the joint venture. If Customer is a governmental entity whose financial affairs are directed by a Financial Officer, "Account Manager" means only the Financial Officer. If Customer is a governmental entity whose financial affairs are directed by a governmental body, "Account Manager" means only the Certifying Official. Opening any Account will constitute Customer's agreement to be bound by all of Bank's account terms, conditions, documents, and agreements (as they may be amended from time to time) executed or delivered in connection with the Account.

7. **Banking Services.**
"Authorized Person" means any Account Manager as designated above in Section C6. An Authorized Person may perform any or all of the functions listed below. Subject to any written agreement (and other forms applicable to the products and services), between Customer and Bank, any one Authorized Person is authorized to: (1) sign checks, drafts, notes, acceptances and other instruments (collectively referred to as "Items"); (2) take any action and/or give in instructions in writing, verbally, electronically or otherwise, ("Instructions") as provided in the account terms, United States addendum to account terms or other agreement between Customer and Bank; and (3) identify, implement and contract with Bank for cash management product and services relating to an Account and/or other general banking services for the benefit of Customer, including without limitation electronic funds transfer services, electronic information services, automated clearinghouse services, lockbox services, fraud prevention services, and automated sweep investment services. Use of any such service will constitute Customer's agreement to Bank's standard agreements applicable to the products or services requested.
8. **Changes to Authorized Persons.**
The Secretary, any Assistant Secretary, or any Account Manager may instruct Bank to add, delete or otherwise make changes to Authorized Persons by a written notice to Bank ("Change Notice"). The Change Notice should identify all changes to Authorized Persons, including persons added or deleted, certify the name, title, and signature of each additional Authorized Person, and set forth any limitations to the authority of Authorized Persons.
9. **Deposits.**
Bank is authorized to accept for deposit, credit, collection, or any other purpose, items or electronic deposits payable to (1) Customer by any trade name or style used by Customer, or (2) any owner, shareholder, partner, member, manager, trustee, or venturer of Customer ("Owner"), or (3) more than one Owner, either jointly or in the alternative. All Items may be deposited to any Account with or without endorsement.
10. **Continued Effectiveness.**
This Certificate will continue in full force and effect until Bank actually receives written notice from Customer revoking or modifying this certificate and Bank has had a reasonable opportunity to act on it. Bank may conclusively presume that this Certificate is in effect and that the persons identified from time to time as Account Managers or Authorized Persons by this Certificate, any signature card, or any Change Notice have been duly elected or appointed and continue to hold such positions. Customer releases Bank from any liability and will indemnify Bank against any loss, liability, or expense arising from Bank's reliance on this Certificate or any other certification or instructions provided by the Secretary, any Assistant Secretary, or any Account Manager.

D. ADDITIONAL PROVISIONS (Only applicable to Trust or Governmental Entity)

11. **Delegation of Authority for Trusts.**
If Customer is a trust (other than a business trust), each of the trustees expressly represents that the delegation of authority provided in this Certificate is for the ministerial act of executing instruments payable by, providing instructions to, or making deposits in Bank with respect to trust assets in an Account, which are authorized by the trust instrument. Bank is entitled to rely on this representation in conducting any business relating to any Account of the trust.



12. **Death, Resignation, or Inability of Trustee to Act.**

If Customer is a trust (**other than a business trust**) and any trustee dies, resigns, declines to serve, or is unable to act as trustee, each surviving trustee or successor trustee is obligated to notify Bank and to provide Bank with a new Certificate authorizing Bank to act on the order or instruction of any newly appointed trustee.

13. **Authority of Governmental Entity.**

If Customer is a governmental entity and Bank at any time determines that Customer is not authorized, or may not be authorized, under applicable law or its organizational documents to open any Account or to engage in any transaction or purchase any services relating to the Accounts, Bank may demand conclusive evidence of Customer's authority. Notwithstanding any agreement to the contrary, if Customer fails to provide conclusive evidence of its authority upon demand, Bank may immediately and without prior notice terminate any Account or service provided to Customer, and Bank will not be liable to Customer for any damages in connection with that termination.

E. **CERTIFYING SIGNATURES**

1. **Applicable to all Types of Organizations EXCEPT Governmental Entity**

X	X
_____ Certifying Signature	_____ Certifying Signature
_____ Print Name:	_____ Print Name:
_____ Capacity/Title	_____ Capacity/Title
_____ E-Mail Address	_____ E-Mail Address
_____ Phone Number	_____ Phone Number
Executed this _____ day of _____, _____.	



2. Applicable ONLY to Governmental Entity

a) Certifying signer is: ☐ Financial Officer ☐ Certifying Official

X

Official's Signature

Printed Name

Title

E-Mail Address

Phone Number

For a Governmental Entity certified by a Financial Officer, the following must also be completed by an official other than the Financial Officer:

I certify that the Financial Officer named above holds the office indicated in the foregoing Certificate, and is authorized by law to establish and administer the Accounts of Customer and to take all actions and enter into all agreements described in the foregoing Certificate. I further certify that the signature set forth above is the Financial Officer's signature.

X

Official's Signature

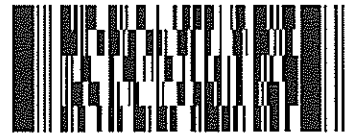
Printed Name

Title

E-Mail Address

Phone Number

Executed this _____ day of _____, _____.



CRA Instruction Sheet

HEADING

1. **Jurisdiction of Organization** – This is the state, territory, or country where the entity was organized.
2. **Tax Identification Number** – Used by Internal Revenue Service (IRS) in the administration of tax laws.
3. **Business Trust** – A “business trust” as used in this Certificate (CRA) is a legal trust set up for the purpose of business in Delaware and Massachusetts. The purpose of a business trust is to operate a profit venture for the beneficiaries of the trust.
4. **Governmental Entity (specify type)** – Examples of governmental entities include municipality, county, state, government agency, school board, etc.

A. DESIGNATION OF DEPOSITORY

This is a statement regarding the purpose of this Certificate (CRA).

B. CERTIFICATION – By Entity Type

1. **Corporation, Limited Liability Company, Partnership/LLP, Unincorporated Association, or Business Trust** – The appropriate officer must certify that the governing body of the Customer has adopted resolutions authorizing the actions and agreements described in this Certificate (CRA). **After reading this paragraph, proceed to Section C.**
2. **Governmental Entity** – There are 2 types of officials who may make the certifications in this Certificate (CRA) for a governmental entity, either a Certifying Official, or a Financial Officer.
 - **Certifying Official** – This is a person who has been elected/appointed/charged with the responsibility for the official records of the governmental entity that they represent, and holds an office comparable to a corporate secretary, e.g., for example, the Town or County Clerk, the Secretary of the School Board
 - **Financial Officer** - This is used for persons holding a specific governmental office which has been authorized by law to establish and administer Accounts for the governmental entity they represent, e.g., State Treasurer.

After reading this paragraph, proceed to Section C.

3. **Trust** – (Other than a business trust) - The trustee or trustees must certify that all actions and agreements described in this Certificate (CRA) are in accordance with all requirements of law and of the Customer's trust agreement and all other governing documents. **After reading this paragraph, proceed to Section C.**
4. **Joint Venture** – Each joint venturer must certify that all actions and agreements described in this Certificate (CRA) are authorized. **After reading this paragraph, proceed to Section C.**
5. **Sole Proprietor** – This section indicates who may take the actions described in this Certificate on behalf of the owner of the sole proprietorship. If any person will be authorized to act on the behalf of the sole proprietor, they must be designated in this Certificate (CRA). This person will be known as “Attorney-in-Fact”. A sole proprietor is not required to have an “Attorney-In-Fact”. **After reading and filling in this paragraph, if applicable, proceed to Section C.**

C. AUTHORIZATIONS (Applicable to all Types of Organizations)

6. **Account Opening** – This section identifies those persons (Account Managers) who will have authority to open Accounts for the entity described in this Certificate (CRA).

Entity Type	If this section is left blank, the following persons are “Account Managers” authorized to open accounts
Corporation, Unincorporated Association	Any person holding an officer title with Customer
LLC, Partnership, LLP	Any member, manager, general partner, or trustee, as applicable, of Customer
Sole Proprietor	The Customer individually (i.e., the owner of the Business) or an Attorney-in-Fact, if designated by the owner of the business
Trust (Other than a Business Trust)	Each individual trustee or as specified in the trust agreement
Joint Venture	Each joint venturer
Governmental Entity	• If Customer is a governmental entity whose financial affairs are directed by a Financial Officer, “Account Manager” means only the Financial Officer.



	• If Customer is a governmental entity whose financial affairs are directed by a governmental body, "Account Manager" means only the Certifying Official



CRA Instructions/Explanations

Account Opening, continued:

If paragraph 6 is filled in with one or more specific position titles/functions, such as "vice president or controller", then only those persons holding that title and/or function will be allowed to open Accounts for Customer.

If paragraph 6 is filled in with names of specific individuals, then only those individuals will be allowed to open Accounts for Customer.

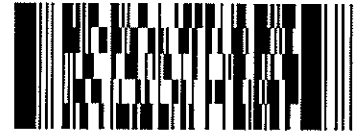
7. **Banking Services** – Describes persons who are authorized to perform banking transactions for Customer and what those transactions may entail. "Authorized Persons"/"Account Managers" are designated in section C6 of this Certificate (CRA).
8. **Changes to Authorized Persons** – Describes how changes, additions, or deletions to those who are named as Authorized Persons may be made.
9. **Deposits** – Describes what Customer is authorizing Bank to do with deposits made into its Accounts.
10. **Continued Effectiveness** – Describes the terms under which this Certificate (CRA) will remain in full force and effect.

D. ADDITIONAL PROVISIONS (Only applicable to Trust or Governmental Entity)

11. **Delegation of Authority for Trusts (Other than Business Trust)** – Declaration of the trustees as to the purpose of the delegation of authority described in this Certificate (CRA).
12. **Death, Resignation or Inability of Trustee to Act** – Describes the obligations of the trustees in the event that any trustee is unwilling or unable to perform his or her role.
13. **Authority of Governmental Entity** – Describes what actions Bank may take should Bank determine that Customer is not or may not be authorized to open Accounts or transact banking business.

E. CERTIFYING SIGNATURES (Who can sign the Certificate (CRA))

Entity Type	Certifying Signature must be:
Corporation, Limited Liability Company, Unincorporated Association, Business Trust	The CEO, CFO, COO, President, Vice President, Treasurer Secretary or Assistant Secretary of the organization or other equivalent officer <i>Only 1 signature is required, or as specified in the customer's organizational documents</i>
Partnership, Limited Liability Partnership	Managing Partner or each Partner, if a Managing Partner has not been designated
Trust (Other than Business Trust)	All trustee(s) or as specified in the trust agreement
Joint Venture	Joint Venturer(s) <i>Each Joint Venturer should sign</i>
Governmental Entity represented by a Financial Officer authorized by law as described in these instructions: page 1, section B2.	Financial Officer accompanied by a second official signer who certifies that the person signing holds the office indicated
Governmental Entity represented by a "Certifying Official" as described in these instructions: page 1, section B2.	Certifying Official
Sole Proprietorship	Owner

**Certificate of Incumbency** | JPMorgan Chase Bank, N.A.

V1.2_02_19_10

☐ Check if below signatures are applicable to a Lender or Secured Party of a Multi-Party Blocked Agreement

The undersigned certifies that: I am an authorized official of _____ (Lender/Secured Party), and that the persons named below are presently holding the offices set forth opposite their respective signatures below; and each such signature is his or her genuine signature; and each are authorized to act on behalf of the Lender/Secured Party.

The undersigned certifies that: I am an authorized official of WILLIAMSON COUNTY, duly organized and existing under the laws of the State of TEXAS, ("Organization"); that the information presented below is correct and the persons named below are presently holding the offices set forth opposite their respective signatures below; and each such signature is his or her genuine signature:

Type or Print Name	Signatures (Please sign inside the box)	Phone and Fax
(Name) THERESIA CARTER		(Phone) 512-943-1265
(Title)		(Fax)
E-Mail Address		
(Name) KENNY SCHNELL		(Phone) 512-943-1264
(Title)		(Fax)
E-Mail Address		
(Name) VIVIAN L WOOD		(Phone) 512-943-1540
(Title)		(Fax)
E-Mail Address		
(Name) DAVID U FLORES		(Phone)
(Title)		(Fax)
E-Mail Address		
(Name)		(Phone)
(Title)		(Fax)
E-Mail Address		

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of the Organization, if applicable, this _____ Day of _____ 20__.

By: _____
Signature

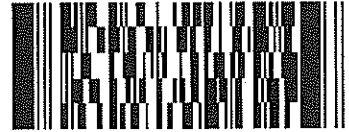
Print Name

Title

By: _____
Signature

Print Name

Title



Account Terms

V1.1_10_04_10

INTRODUCTION

This document (the "Account Terms"), contains the general terms and conditions and other disclosures for the accounts and services which the Customer may select, and constitutes an agreement between the Bank and the Customer. References to "the Bank", when used in the Account Terms, shall mean JPMorgan Chase Bank, N.A., and any of its affiliates or subsidiaries, as applicable. References to the "Customer" in the Account Terms mean the governmental, nonprofit, or business entity to which the Bank provides accounts and services. All accounts subject to the Account Terms are, regardless of their location, referred to in this document as "Accounts". The Account Terms may be supplemented or amended by existing or future agreements, terms and conditions, and notices, including, but not limited to any terms contained in an account application, country addendum, signature card or similar document for an Account or arrangements regarding specific types of Accounts or services ("Services") offered by the Bank, as described herein or which by their terms ("Service Terms") are subject to the Account Terms. By signing the signature card, account application or similar document or by using or continuing to use any of the Accounts or Services, the Customer agrees to the Account Terms and such supplements, amendments, agreements, terms and conditions, notices or Service Terms, as applicable.

The Accounts established with the Bank are subject to the Account Terms and relevant Account documentation, which shall include jurisdiction specific provisions set forth in an account application or country-specific addendum for the jurisdiction in which the Accounts are held (collectively, "Account Documentation"). The Customer shall not transfer any of its rights and obligations in an Account or with respect to a Service, or create any form of security interest over such rights and obligations or in an Account, without the prior written consent of the Bank.

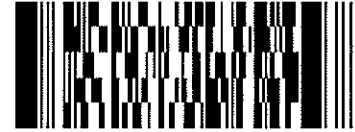
The Account Terms or Service Terms may vary applicable law or regulation to the maximum extent permitted under any such law or regulation. Any provision of applicable law or regulation that cannot be varied shall supersede any conflicting term of the Account Terms or Service Terms.

1. Authorized Persons.

- 1.1 The Bank is authorized to rely upon any document that indicates the person authorized to act on behalf of the Customer ("Authorized Person") with respect to the Accounts and Services, until the authority for such Authorized Person is withdrawn by the Customer upon written notice to the Bank, and the Bank has had a reasonable opportunity to act on the termination instruction. The Customer will provide specimen signatures of such Authorized Person to the Bank in the manner requested by the Bank.
- 1.2 Each Authorized Person, subject to any written limitation provided by the Customer and received and accepted by the Bank, is authorized on behalf of the Customer to: open, operate and close Accounts; overdraw Accounts as permitted by the Bank; appoint and remove Authorized Persons; execute or otherwise agree to any form of agreement relating to the Accounts or Services, including, without limitation, Account Documentation; execute guarantees, indemnities or other undertakings to the Bank in relation to guarantees, letters of credit or other financial transactions, or in relation to missing documents; draw, accept, endorse or discount checks, drafts, bills of exchange, notes and other financial instruments ("Items"); receive materials related to security procedures; and give instructions ("Instructions"), including, without limitation, requests and payment orders, by means other than the signing of an Item, with respect to any Account transaction. Without limitation, such Instructions may be given singly or otherwise regarding: (i) the payment, transfer or withdrawal of funds by wire, computer or other electronic means, or otherwise; (ii) money, credits, items or property at any time held by the Bank for account of the Customer; or (iii) any other transaction of the Customer with the Bank.
- 1.3 If the Customer provides the Bank with facsimile signature specimens, or if the Customer issues Items with a facsimile signature on one or more occasions, the Bank is authorized to pay Items signed by facsimile signature (including, but not limited to, computer generated signatures) if the actual or purported facsimile signature, regardless of how or by whom affixed, resembles the specimens filed with the Bank by the Customer, or resembles a specimen facsimile signature otherwise employed for the Customer's benefit.
- 1.4 The Customer represents that, prior to submitting any document or information, including through any electronic transmission, which designates the persons authorized to act on the Customer's behalf, including as a user of the Bank's electronic access systems, the Customer shall obtain from each individual referred to in such document all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service.

2. Instructions; Security Procedures.

- 2.1 The Bank and the Customer may from time to time agree upon a security procedure to be followed by the Customer upon the issuance of an Instruction and/or by the Bank upon the receipt of an Instruction, so as to enable the Bank to verify that such Instruction is effective as that of the Customer. A security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, call back procedures or similar security devices. It is understood that such security procedure is designed to verify the authenticity of, and not to detect errors in, Instructions. The Customer agrees to safeguard such security procedure and to make it available only to authorized persons. Any Instruction, the authenticity of which has been verified through such security procedure, shall be effective as that of the Customer. An authenticated SWIFT message issued to the Bank in the name of the Customer shall be deemed to have been given by an Authorized Person. The Customer shall be bound by and adhere to the security



procedures for use of the Service advised to it in writing or electronically by the Bank, as may be revised from time to time upon notice to the Customer.

- 2.2 The Bank is not obligated to confirm any Instructions. If the Customer, other than with respect to security procedures, chooses to confirm an Instruction, any confirmation must be clearly marked as such, and, if there is any discrepancy between an Instruction and a confirmation, the terms of the Instruction shall prevail. Subject to Section 5.6, the Bank may, at its option, use any means to confirm or clarify any request or Instruction, even if any agreed security procedure appears to have been followed. If the Bank is not satisfied with any confirmation or clarification, it may decline to honor the Instruction.

3. Deposits.

- 3.1 All Items deposited or cashed are received for collection only, and are received subject to final payment. The Bank may agree with other banks and clearing houses to vary procedures regarding the collection or return of Items, and deadlines to the extent permitted by applicable law or practice. The Bank chooses the method of collecting Items and may use other banks in the process. The Bank will present Items in accordance with the custom and practice of the jurisdiction in which the Items are collected. The Bank is not responsible for actions taken by other banks, nor for the loss or destruction of any Item in the possession of other banks or in transit. The Customer agrees to use reasonable efforts to assist the Bank in locating or obtaining replacements of Items lost while in the Bank's possession.
- 3.2 Credits and deposits to an Account will be available in accordance with the Bank's availability policy and in accordance with applicable laws. If the Bank credits an Account: (i) in contemplation of receiving funds for the Customer's credit and those funds are not actually received by the Bank, or (ii) in reliance on a transaction which is subsequently returned, reversed, set aside or revoked, or if the Bank does not receive funds for the Customer's credit for value on the date advised by or on behalf of the Customer, or if final settlement is not received by the Bank for any reason, then the Bank shall be entitled to debit any Account of the Customer with the amount previously credited and/or with any other charges incurred, even if doing so creates or increases an overdraft.
- 3.3 If the Customer sends an Item to the Bank on a collection basis, the Bank may defer credit or payment for a reasonable time, in accordance with its practices, without dishonor; and the Bank shall not be obligated thereon until it has remitted final payment.

4. Payment of Items.

- 4.1 The Bank is authorized to pay any Item drawn on the Account, in accordance with the Bank's usual procedures, including, without limitation, any item that purports to be a substitute check. The Bank is authorized to debit the Account on which the Item is drawn on the day the Item is presented, certified or accepted, or at such earlier time that the Bank receives notice by electronic or other means that an Item drawn on an Account has been deposited for collection. The Bank may determine Account balances in order to decide whether to dishonor an Item for insufficient funds at any time between receiving such presentment or notice and the time of the return of the Item, and need make no more than one such determination.
- 4.2 The Bank is authorized to pay all Items presented to it or cashed at the Bank, regardless of amount and without inquiry as to the circumstances of issue, negotiation or endorsement or as to the disposition of proceeds, even if drawn, endorsed or payable to cash, bearer or the order of the signer or any Authorized Person or to a lender in payment of that individual's obligations.
- 4.3 The Customer shall immediately notify the Bank if it becomes aware that any Items (whether completed or blank) are lost or stolen. The Customer shall not use its Account to allow any third party to issue checks or otherwise use the Account unless specifically agreed to in writing by the Bank. The Customer shall not issue Items that are post-dated, and the Bank shall not be liable for any damages caused by premature payment or certification of a post-dated Item. Further, the Customer shall not put any condition, restriction or legend on any Item, and the Bank is not required to comply with any such condition, restriction or legend.
- 4.4 The Bank may process any Item by electronic means. All Items the Customer draws against any Account must comply with the Bank's check specifications and image standards, published from time to time, and industry standards. The Bank shall not be liable for damages or losses due to any delay or failure in procuring, collecting or paying Items not conforming to such specifications or standards, except to the extent such losses or damages are the result of the Bank's gross negligence or willful misconduct.

5. Funds Transfer Instructions.

- 5.1 The Customer may issue funds transfer Instructions against Accounts, subject to the Bank's acceptance. Funds transfer Instructions will be received, processed and transmitted only on the Bank's funds transfer business days, and within the Bank's established cut-off hours on such days. Communications requesting cancellation or amendment of payment orders must be received at a time and in a manner affording the Bank a reasonable opportunity to act on the communication. The Customer may reverse, amend, cancel or revoke any Instructions only with the consent of the Bank and the beneficiary's bank. The Bank will debit the Account for the amount of each funds transfer Instruction accepted by the Bank, and the Customer authorizes the Bank to debit the Account for all fees associated with any funds transfer Instruction, including debit and credit processing charges, or to otherwise deduct such fees from the amount of the payment order. In processing the funds transfer, other banks may deduct fees from the payment order issued to them. No restrictions upon the acceptance of funds transfer Instructions by the Bank or upon the Accounts that the Bank may debit shall be binding unless agreed to by the Bank in writing. The Bank shall not be required to inquire into the circumstances of any transaction.



- 5.2 Notwithstanding any instructions by the Customer to the contrary, the Bank reserves the right to use any funds transfer system and any intermediary bank in the execution of any funds transfer Instruction and may otherwise use any means of executing the funds transfer Instruction which the Bank deems reasonable in the circumstances.
- 5.3 In connection with any funds transfer, the Bank and other financial institutions may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in the funds transfer. Also, the beneficiary's bank in the funds transfer Instruction may make payment on the basis of the identifying number even though it identifies a person different from the named beneficiary. Accordingly, the Customer shall be responsible for the consequences of any inconsistency between the name and identifying number, as instructed, of any party in such a funds transfer Instruction.
- 5.4 In accepting a funds transfer Instruction issued in the Customer's name for payment in currency other than the currency of the Account, the Bank is authorized to debit the Account for the equivalent amount of the foreign currency transferred at the Bank's prevailing rate of exchange or as otherwise agreed. If the Bank accepts funds transfer Instructions issued in a foreign currency where the Customer is the beneficiary, the Bank may convert the funds to the currency of the Account at the Bank's applicable currency exchange rate and charge the Customer a fee for such currency conversion. In accepting a funds transfer instruction issued in the Customer's name for payment to a receiving bank located outside of the United States, the Customer agrees that, subject to any restrictions under applicable law or regulations, the Bank may convert the funds to the local currency of the location of the receiving bank at the Bank's then prevailing rate of exchange. The Bank may deduct its fee for such conversion from the payment amount.

Notwithstanding any prior action or course of dealing, subject to applicable law and regulations, the Bank has no obligation to cancel, reverse or otherwise buy back foreign currencies purchased by the Customer under a Service and, the Bank makes no commitment to buy back currencies. The Customer acknowledges that it may not be able to sell back certain foreign currencies once purchased.

- 5.5 If the Customer elects to settle foreign exchange transactions by draft, the Customer acknowledges and agrees that in the event the draft is not presented for payment within one hundred eighty (180) calendar days from the date of issuance, the Bank, subject to any restrictions under applicable law or regulations, shall have the right to cancel the draft, and the Customer authorizes the Bank to reconvert the funds into the original currency at the then current rate and re-credit the Customer's Account. If the remitter is no longer a customer of the Bank, the Bank may, in its discretion, transfer balances to an unclaimed moneys account, or issue a cashier's check, sending it to the address of the Customer on the books and records of the Bank. In the event that the payee, holder or other third party claims against the Bank on a cancelled draft, the Customer agrees that it shall be responsible for any losses in connection with such cancellation, including any amount recredited or otherwise paid to the Customer. The Customer acknowledges and agrees that applicable service charges and expenses, including stop payment and periodic maintenance fees, may be charged to the Customer's Account or otherwise deducted from the amount to be paid to the Customer.
- 5.6 Unless the Customer and the Bank have agreed in writing to an alternate security procedure, the authenticity of oral or written (including those transmitted by facsimile) funds transfer Instructions may, at the Bank's discretion, be verified by telephonic call-back confirmation with an Authorized Person. The Customer agrees that this security procedure is commercially reasonable for such Instructions. The Customer further agrees to be bound by such funds transfer Instructions, whether or not authorized, if issued in the name of the Customer using such security procedure.

6. Interest; Fees; Taxes.

- 6.1 The Bank may pay interest on certain interest-bearing Accounts at a rate determined by the Bank. The Bank may adjust interest paid (or principal, if permitted by law) and/or impose any charges on time deposit Accounts or fixed term Accounts from which withdrawals are made prior to maturity. Early withdrawal charges may require a reduction in the principal amount if the amount of accrued and unpaid interest on the deposit is less than the charge.
- 6.2 The Bank may impose, charge, pass-through and modify fees and/or charges for Accounts and Services provided by the Bank, including, but not limited to, transaction, maintenance, balance-deficiency, and service fees and other charges, including those levied by any governmental authority and taxes (collectively "Fees"). The Customer will pay all Fees. The Bank may debit any Account for Fees, whether or not such debit may result in an overdraft of the Account. All payments to the Bank shall be in full, without set-off or counterclaim, and free of any deduction or withholdings related to any tax or other claim.
- 6.3 The Customer will pay or reimburse the Bank for any taxes, levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (together with any related interest, penalties, fines, and expenses) in connection with the Account or Services (including payments or receipts to an Account) except if imposed on the overall net income of the Bank. The Customer will provide the Bank such documentation, declarations, certifications and information as the Bank may require in connection with taxation and warrants that such information is true and correct in every respect and shall immediately notify the Bank if any information requires updating or correction.

7. Account Statements.

- 7.1 The Bank will issue Account statements, confirmations, or advices ("Account Statements") at the frequency and in the manner advised to the Customer from time to time. The Customer is responsible for ensuring that an Authorized Person promptly examines each Account Statement and any accompanying Items which it receives or are made available to it by the Bank, and reporting any



irregularities to the Bank in writing, including any claim of improper or unauthorized funds transfer activity. The Bank shall not be responsible for the Customer's reliance on balance, transaction or related information that is subsequently updated or corrected or for the accuracy or timeliness of information supplied by any third party to the Bank. Internet Account Statements or electronic Account Statements, if applicable, shall be deemed by the Customer and the Bank to be available to the Customer when the Account Statements are posted on the Internet and the Bank sends an electronic mail notification of availability to the Customer, or when the Bank sends the electronic Account Statement to the Customer. For purposes of determining when an Item is sent to the Customer, an image of an Item or information identifying the Item (i.e. Item number, amount and date of payment) is a sufficient substitute for the actual Item.

8. Overdrafts.

- 8.1 The Bank may debit the Account even though the debit may bring about or increase an overdraft. Unless otherwise agreed in writing, any overdraft shall be immediately due and payable by the Customer to the Bank. If the Bank permits an overdraft, the Bank is authorized to charge interest on the amount of the overdraft as long as the overdraft is outstanding, at the rate determined by the Bank, up to the maximum rate permitted by law at the time of the overdraft or at the specific rate agreed in writing between the Customer and the Bank. Subject to applicable laws and regulations, interest shall remain applicable to any negative balance in the Account notwithstanding closure of the Account and/or termination of these Account Terms. Whether or not the Bank pays an Item that brings about or increases an overdraft, the Bank may deduct the applicable overdraft fees and expenses from the Account without notice. Unless agreed in writing, the Bank is under no obligation to permit any overdraft or to continue to permit overdrafts after having permitted an overdraft, notwithstanding any prior action or course of dealing.
- 8.2 When Items and other debits to the Account are presented to the Bank for payment on the same day and there are insufficient available funds in the Account to pay all of these transactions, the Bank may choose the order in which it pays transactions, including, without limitation, the largest transaction first or any other order determined by the Bank, in its sole discretion.

9. Set Off.

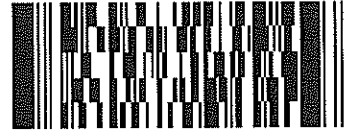
The Bank may at any time, without prejudice to any other rights which it may have, and without prior notice or demand for payment, combine, consolidate or merge all or any of the Accounts of the Customer or may retain, apply or set off any money, deposits or balances held in, or standing to the credit of, any Account in any currency towards payment of any amount owing by the Customer to the Bank or any of its affiliates. The Bank shall be entitled to accelerate the maturity of any time deposit or fixed term deposit. For the purposes of this Section the Bank may effect currency conversions at such times or rates as it may think reasonable and may effect such transfers between any Accounts as it considers necessary. The Customer grants to the Bank a lien and security interest in any Accounts of the Customer at the Bank, in order to secure any and all obligations and liabilities of the Customer to the Bank.

10. Agents; Information.

The Customer authorizes the Bank to retain an agent to perform data processing, collection and other services that the Bank considers necessary or desirable and to modify or terminate the Bank's arrangements with the Bank's agents at any time. The Customer agrees that requests, instructions, and information with respect to Accounts, the Customer itself, or transactions to be disclosed in accordance with the Account Terms, may be transmitted across national boundaries and through networks, including networks owned and operated by third parties. The Customer authorizes the Bank to disclose the Customer's Accounts and service agreements, in addition to information with respect to any Account and Service, the Customer itself, or any transaction in which: (i) the disclosure, in the Bank's opinion, is necessary or desirable for the purpose of allowing the Bank to perform its duties and to exercise its powers and rights hereunder; (ii) the disclosure is to a proposed assignee of the rights of the Bank; (iii) the disclosure is to a branch, affiliate, subsidiary, employee or agent of the Bank or to its auditors, regulators or legal advisers; (iv) the disclosure is to the auditors of the Customer; or (v) the disclosure is permitted or required by law, regardless of whether the disclosure is made in the country in which the Customer resides, in which the Account is maintained, or in which the transaction is conducted.

11. Liability Limitation; Force Majeure.

- 11.1 The Bank, its agents, employees, officers and directors, shall not be liable for any damage, loss, expense or liability of any nature which the Customer may suffer or incur, except to the extent of direct losses or expenses attributable to the gross negligence or willful misconduct of the Bank, its agents, employees, officers or directors. The Bank, its agents, employees, officers and directors shall not, in any event, be liable for indirect, special, consequential or punitive loss or damage of any kind (including, but not limited to lost profits), whether or not foreseeable, even if the Bank, its agents, employees, officers or directors have been advised of the likelihood of such loss or damage, and regardless of whether the claim for loss or damage is made in negligence, gross negligence, for breach of contract or otherwise; provided, however, that the foregoing shall not apply to the extent such loss or damage is caused by fraud on the part of the Bank, its agents, employees, officers or directors.
- 11.2 Neither the Bank nor the Customer shall be liable for any loss or damage to the other for its failure to perform or delay in the performance of its obligation resulting from an act of God, act of governmental authority, de jure or de facto, legal constraint, war, terrorism, catastrophe, fire, flood or electrical, computer, mechanical or telecommunications failure, or failure of any agent or correspondent, or unavailability of a payment system, or any cause beyond its reasonable control.



12. Indemnity.

The Customer agrees to indemnify and hold the Bank, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) resulting directly or indirectly from: (i) the Bank's acceptance or execution of any request or direction, including, without limitation, Items and Instructions issued in the name of an Authorized Person; or (ii) the Bank's payment of any taxes, interest or penalty otherwise due from the Customer paid on the Customer's behalf, or for which the Bank has no responsibility under the Account Terms.

13. Notices.

All Account Statements and notices may be sent to the Customer by ordinary mail, courier, facsimile transmission, electronic transmission (including but not limited to SWIFT communication), through internet sites, or by such other means as the Customer and the Bank agree upon from time to time, at the address of the Customer on the books and records of the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Bank to the officer or service representative managing the Account, and must be sent by ordinary mail, by courier, by facsimile transmission, by electronic transmission or by such other means as the Customer and the Bank agree upon from time to time. The Bank shall have a reasonable time to act on any notices received.

14. Termination.

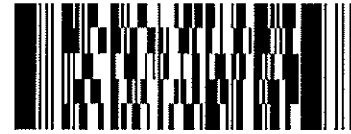
Unless otherwise agreed, either the Bank or the Customer may close an Account or terminate a Service by giving the other party not less than thirty (30) calendar days' prior written notice of intent to close or terminate. Notwithstanding the foregoing, either party may terminate an Account or a Service upon written notice to the other party in the event of: (i) a breach of the Account Terms or Service Terms by the other party; (ii) the other party's inability to meet its debts as they become due, receivership, administration, liquidation, or voluntary or involuntary bankruptcy; or the institution of any proceeding therefor, any assignment for the benefit of the other party's creditors, or anything analogous to the foregoing in any applicable jurisdiction, or a determination in good faith by the terminating party that the financial or business condition of the other party has become impaired; (iii) a determination by the terminating party, in its sole opinion, that termination is necessary or required by law or regulation, or as a result of a court or regulatory agency order or proceeding; or (iv) a good faith belief by the terminating party that the other party is engaged in activities that are inconsistent with the terminating party's policies. The Bank shall have a reasonable opportunity to act upon any termination request. The Bank may (but shall not be obliged to) complete all requests and instructions received by it prior to receipt of the termination request, in addition to any request or instruction accepted on the day termination is to become effective. Notwithstanding anything to the contrary in any Service Terms, upon the closing of an Account, all Services linked to such Account are simultaneously terminated (unless otherwise specifically agreed to by the parties) and the Bank's obligations in respect of such Account or Services will terminate. However, any such closing or termination shall not affect the Customer's liabilities to the Bank arising prior to, or on, such closing or termination, all of which shall continue in full force and effect. Interest on overdrafts as provided for in Section 8.1 of the Account Terms shall remain applicable to any negative balances on the Account after termination hereof. In the absence of Instructions from the Customer, the Bank may transfer balances to an unclaimed moneys account, or issue a cashier's check, sending it to the address of the Customer on the books and records of the Bank.

15. Account Disclosures.

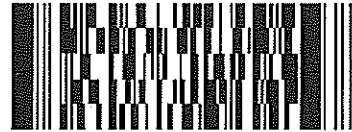
- 15.1 The Bank may return or refuse to accept all or any part of a deposit or credit to an Account, at any time, and will not be liable to the Customer for doing so, even if such action causes outstanding Items to be dishonored and returned, or payment orders to be rejected. Refused deposits will be returned to the Customer.
- 15.2 The Bank may refuse to allow a withdrawal from any Account in certain cases including, but not limited to, cases where: (i) there is a dispute about the Account (unless a court or other competent authority has ordered the Bank to allow the withdrawal); (ii) a legal garnishment or attachment is served, including, but not limited to, a levy, restraining notice or court order; (iii) the Account is being used as collateral to secure a debt; (iv) Account Documentation has not been presented; or (v) the Customer fails to pay a Bank loan or other debt or obligation to the Bank on time.
- 15.3 Any amount standing to the credit of any Account with the Bank is payable exclusively at the branch at which the Account is held; however, payment may be suspended from time to time in order to comply with any law, regulation, governmental decree or similar order, in any jurisdiction, for the time being affecting the Bank, its officers, employees, affiliates, agents or correspondents. The Customer acknowledges that deposits held in a branch of the Bank located outside the United States: (i) are not insured by the Federal Deposit Insurance Corporation or any other United States governmental agency; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the United States in the event of a liquidation of the Bank.

16. Governing Law.

- 16.1 The Account Terms, the relevant Account Documentation and the rights and obligations of the Customer and the Bank in respect of each Account shall be governed by and construed in accordance with the laws of the country in which the branch holding the relevant Account is located.



- 16.2 The Customer and the Bank hereby irrevocably waive all right to, and will not seek, trial by jury in any action, proceeding or counterclaim, of whatever type or nature, arising out of these Account Terms or the relationship established hereby. Any claim in connection with Accounts which are the subject of these Account Terms, unless a shorter period of time is expressly provided, must be brought against the Bank within two (2) years of the occurrence of the cause of action, except as prohibited by applicable law.
- 16.3 In relation to each Account, the courts of the country or state in which the branch of the Bank at which the relevant Account is held shall have exclusive jurisdiction to settle any disputes that arise out of or are connected with the Account Terms, the relevant Account Documentation and/or the relevant Account. This section is for the benefit of the Bank only and does not prevent the Bank from taking proceedings in the courts of any other country or state with jurisdiction including, to the extent allowed by law, concurrently in any number of countries or states.
17. **Miscellaneous.**
- 17.1 If the Account Terms, Account Documentation, including, without limitation, Service Terms, are translated into, or appear in a language other than English, the English language version shall control.
- 17.2 The term Bank shall include any successors of the Bank including, without limitation, an assignee or successors of JPMorgan Chase Bank, N.A. or any affiliate or subsidiary of such bank or any person who, under the laws of the jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Bank, affiliate or subsidiary hereunder or to which under such laws the same have been transferred.
- 17.3 Any terms of any supplement, amendment, agreement, Service Terms or notice that are inconsistent with a provision of the Account Terms shall supersede the Account Terms' provision for purposes of the particular account or Service which is the subject thereof. The Account Terms supersede and replace any other account conditions previously sent to the Customer.
- 17.4 Section headings are for convenience only and shall not affect the meaning of the Account Terms. If any provision of the Account Terms shall be held to be illegal, invalid, or unenforceable the validity of the remaining portions of the Account Terms shall not be affected.
- 17.5 The Customer represents and warrants that it shall comply with all applicable laws and regulations. The Bank will not be obligated to execute payment orders or effect any other transaction hereunder where the beneficiary or other payee is a person or entity with whom the Bank is prohibited to do business by any law or regulation applicable to the Bank in any jurisdiction (including without limitation, applicable laws and regulations regarding persons or entities which may be subject to sanctions), or in any case where compliance would, in the Bank's opinion, conflict with applicable law or banking practice or its own policies and procedures. Where the Bank does not execute a payment order or effect a transaction for such reasons, the Bank may also take any other such action as is required under any law or regulation applicable to the Bank in any jurisdiction including, without limitation, freezing or blocking of funds. Transaction screening may result in delays in the posting of such transactions and/or funds availability.
- 17.6 The Bank may change or update these Account Terms or impose other restrictions on the Accounts or Services, as the Bank deems necessary in the course of its business, at any time, by the sending of notice by means of ordinary mail or through electronic channels. Changes to the Account Terms which are required by law may be implemented immediately or as required by law. The Bank may waive any of these Account Terms, but such waiver shall apply only on that occasion. Such waiver shall not constitute a waiver of any other provision of the Account Terms or Account Documentation. Any such waiver shall not affect the Bank's right to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with Customer and is not sufficient to modify the terms and conditions of this Agreement.
- 17.7 To the extent that the Customer has or hereafter may acquire any immunity (including sovereign, crown or similar immunity) from jurisdiction of any court, suit or legal process (whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise), the Customer irrevocably waives and agrees not to claim such immunity.
- 17.8 The Customer agrees at its sole expense: (i) to advise each of its employees, officers, agents or other persons accessing any Service by or on behalf of Customer ("Users") of their obligations under the Account Terms or under any Service Terms or ancillary Service material, including, but not limited to, the obligation to refrain from using the Service via the Internet in the countries identified by the Bank; and (ii) to provide the Bank with all information reasonably necessary to setup and provide Services for the Customer, including, but not limited to, advising the Bank of the countries from which Users will access any Service via the Internet. Customer shall promptly provide the Bank with a notice of any claims it receives regarding a Service.
- 17.9 The Bank or the Customer, at its sole discretion, may make recordings and retain such recordings of telephone conversations between the Customer and the Bank.
- 17.10 All payment Instructions, whether Items, payment orders or otherwise, are subject to applicable law and payment system rules.
- 17.11 The Bank may retain copies (paper, electronic or otherwise) of any documents or Items relating to the Accounts and Services in a form preserving an image of any such documents or Items, including signatures, or a regular business record and discard the original documents or Items. The Customer hereby waives any objection to the use of such records in lieu of their paper equivalents for any



purpose and in any forum, venue or jurisdiction, including, without limitation, objections arising from the Bank's role or acquiescence in the destruction of the originals.

- 17.12 All intellectual property rights in or relating to a Service, including any trademarks, service marks, logos, and trade names used in conjunction with a Service are the property of the Bank or its licensors and are protected by applicable copyright, patent, trademark and other intellectual property law. Except as provided herein, the Customer shall not reproduce, transmit, sell, display, distribute, establish any hyperlink to, provide access to, modify, or commercially exploit in whole or in part any part of a Service, without the prior written consent of the Bank.
- 17.13 To assist in the fight against the funding of terrorism and money laundering activities, applicable law or regulations may require financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for the Customer: When the Customer opens an account, the Bank may ask for the Customer's name, address, date of birth (for individuals), and/or other information and documents that will allow the Bank to identify the Customer. The Customer agrees that the Bank also may request and obtain certain information from third parties regarding the Customer. For purposes of this provision, the Customer, to the extent required by law or regulation, shall include any signatory on an Account. If the Customer fails to provide or consent to the provision of any such information, the Bank may close any Account or discontinue providing any Service without further notice.
- 17.14 The Customer agrees that the Bank may deliver, make available and/or make accessible terms and conditions applicable to Accounts and Services to the Customer via electronic means and channels (including but not limited to by posting such terms on a Bank website). The Bank may request that the Customer "click" its approval of such terms. Subject to applicable law and regulations, the Customer agrees that the act of "clicking" its approval (or any similar act which has the same effect) with respect to any such terms will be evidence of Customer's acceptance of the applicable terms and conditions, to the same extent, and with the same force and effect, as if Customer had manually executed a written version of such terms and conditions.

18. **Disputes over Account Funds.**

The Bank may refuse to pay out any money from an Account until any dispute over the deposits or funds (including, without limitation, any dispute over what persons are authorized to represent or act for the Customer) has been resolved by a court, or by agreement of the parties that is documented to the Bank's satisfaction. The Bank may file an action in interpleader with respect to any money where the Bank has been notified of disputed claims to that money. If any person asserts that a dispute exists, the Bank is not required to determine whether that dispute has merit in order to refuse to pay funds or interplead the funds. The Customer agrees to reimburse the Bank for any expenses, including legal and attorneys' fees that the Bank incurs because of any dispute.

19. **Provisional Recredit.**

In connection with any dispute regarding an Account, the Bank may choose to credit the Account pending completion of the Bank's investigation of the dispute. If the Bank determines that the Customer is not entitled to such credit, then, the Bank may reverse the provisional recredit to the Account, even if that reversal results in an overdraft.

ACCEPTED BY


Name)

JP Morgan Chase Bank NA

12-21-10
Date

ACCEPTED BY

Name

Williamson County

Date

SUMMARY EVALUATION:**RFP NUMBER: 10WCP909****BANK SUBDEPOSITORY****CONTRACT FOR WILLIAMSON COUNTY****RESPONDING VENDORS**

Evaluation Criteria	Bank of America	Chase	Wells Fargo
Bank's Financial Position (30pts)	10	10	10
Adequate Securities (30pts)	10	10	10
Subdepository Experience (30pts)	28	29	27
Net Rate of Return (30pts)	25	24	22
Meet Service Requirement (30pts)	27	28	29
Cost of Services (30pts)	5	10	5
Cash Management Products (30pts)	19	17	20
Total Pts: (210 POSSIBLE POINTS)	124	128	123
Place:	2nd	1st	3rd

This chart is a summation of the 3 evaluators individual scores.

The company that earned the most overall points is ranked in 1st place, the company with the 2nd most number of points is ranked in 2nd place, etc.

Two of the evaluators did not provide scoring for the following criteria: Bank's Financial Position, Adequate Securities, and Cost of Services, while the only other evaluator did not provide scoring for Cash Management Products.

The evaluators in no particular order were Vivian Wood, Kenny Schnell, and Theresia Carter.

Ronald W. Reagan Boulevard North Phase III Commissioners Court - Regular Session

Date: 01/11/2011
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: HNTB
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding bids received for Bid # 11WC902, Ronald W. Reagan Boulevard North Phase III, to the lowest and best bidder- J.C. Evans Construction Co., LP

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

Link: [HNTB Recommendation](#)
Link: [Stanley Recommendation](#)
Link: [RR Blvd Bid Analysis](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 01/06/2011 09:29 AM
Final Approval Date: 01/06/2011

January 6, 2011

Williamson County Purchasing Department
301 S.E. Inner Loop, Suite 106
Georgetown, Texas 78626



Attention: Jonathan Harris
Assistant Purchasing Agent

Re: Williamson County Road Bond Program
Ronald Reagan North Phase 3 (RM 2338 to SH 195)
Williamson County Project No. 11WC902
Recommendation of Contractor Award

Dear Mr. Harris,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and adjusted for correctness. Corrections were necessary to eight bids due to minor rounding errors. The corrections resulted in no changes to the bid rankings, and did not change the status of the low bidder. The bid proposals for the project included alternate bids for additional (low and medium priority) erosion control measures on Ronald Reagan Blvd south of RM 2338. After comparison of the bids to the project budget, it was decided that these additional measures would not be implemented. The base bids are therefore accepted as submitted, with JC Evans Construction Company, L.P. being the low bidder. Following is a summary of the bid totals:

1.	JC Evans Construction	\$ 9,449,782.66
2.	Ranger Excavating	\$ 9,898,458.09
3.	Chasco Constructors	\$10,298,630.06
4.	FTWoods Construction	\$10,878,585.51
5.	SEMA Construction	\$10,940,933.42
6.	Cash Construction	\$11,351,401.31
7.	RGM Constructors	\$11,477,679.23
8.	Austin Bridge & Road	\$11,692,996.18
9.	Dan Williams Construction	\$11,742,521.86
10.	Yantis Company	\$12,393,886.75
11.	Hunter Industries	\$14,179,642.18

In addition to meeting the bid qualifications subject to being low bidder, JC Evans has successfully completed previous projects under the Road Bond Program, including US 79 Section 5B, Westinghouse Road, San Gabriel Parkway Phase 1, and Ronald Reagan North Phase 2, and is currently the prime contractor on the Williams Drive project. Based on the quality of work performed by the Contractor and the favorable working relationships established with the County and its Representatives, we recommend award of the Ronald Reagan North Phase 3 construction contract to JC Evans Construction Company, L.P. in the contract amount of \$9,449,782.66.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



James D. Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation

Cc: Judge Gattis, Williamson County Judge
Commissioner Birkman, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Morrison, Williamson County, Pct. 4
Robert Daigh, Williamson County
Joe England, Williamson County
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation
Christine Potts, Stanley Consultants



A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide

December 15, 2010

James Klotz, P.E.
HNTB Corporation
14 Galloping Road
Round Rock, TX 78681

Subject: Ronald Reagan Blvd., North Phase III (No. 11WC902)-Award Recommendation

Williamson County opened bids for Ronald Reagan Blvd, North Phase III (No. 11WC902) roadway improvements on Wednesday December 8, 2010 at 3:00 p.m. from the following eleven (11) contractors:

1. J.C. Evans Construction Co., L.P.
2. Ranger Excavating, L.P.
3. Chasco Constructors
4. FTWOODS Construction Services, Inc.
5. SEMA Construction, Inc.
6. Cash Construction Co., Inc.
7. RGM Constructors, L.P.
8. Austin Bridge & Road, L.P.
9. Dan Williams Company
10. Yantis Company
11. Hunter Industries, LTD.

There was an adding error in the total of Cash Construction Co., Inc.'s base bid and it has been revised in the bid tabulation. Austin Bridge & Road, L.P. had an error in a bid item and it has been revised. There were some rounding errors that affected bids from Ranger Excavating, L.P., Chasco Constructors, SEMA Construction, Inc., RGM Constructors, L.P., Austin Bridge & Road, L.P., Dan Williams Company and Hunter Industries, LTD. The mentioned errors found in the bids did not affect the order of the bidders.

The low bidder for the base bid is J.C. Evans Construction Co., L.P. and based on an evaluation of the bid tabulation, we recommend to award to J.C. Evans Construction Co., L.P.

If you have any questions please let me know.

Sincerely,

Stanley Consultants, Inc.

A handwritten signature in blue ink that reads 'Christine A. Potts'.

Christine A. Potts, P.E.

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
JC Evans Construction	\$ 9,449,782.66	1	\$ (2,129,489.92)	-18.4%	-	-
Ranger Excavating	\$ 9,898,458.09	2	\$ (1,680,814.49)	-14.5%	\$ 448,675.43	4.7%
Chasco Constructors	\$ 10,298,630.06	3	\$ (1,280,642.52)	-11.1%	\$ 848,847.40	9.0%
FTWoods Construction	\$ 10,878,585.51	4	\$ (700,687.07)	-6.1%	\$ 1,428,802.85	15.1%
SEMA Construction	\$ 10,940,933.42	5	\$ (638,339.16)	-5.5%	\$ 1,491,150.76	15.8%
Cash Construction	\$ 11,351,401.31	6	\$ (227,871.27)	-2.0%	\$ 1,901,618.65	20.1%
RGM Constructors	\$ 11,477,679.23	7	\$ (101,593.35)	-0.9%	\$ 2,027,896.57	21.5%
Austin Bridge & Road	\$ 11,692,996.18	8	\$ 113,723.60	1.0%	\$ 2,243,213.52	23.7%
Dan Williams Company	\$ 11,742,521.86	9	\$ 163,249.28	1.4%	\$ 2,292,739.20	24.3%
Yantis Company	\$ 12,393,886.75	10	\$ 814,614.17	7.0%	\$ 2,944,104.09	31.2%
Hunter Industries	\$ 14,179,642.18	11	\$ 2,600,369.60	22.5%	\$ 4,729,859.52	50.1%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		JC Evans Construction		Ranger Excavating		Chasco Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-2002	PREP ROW	278	STA	\$ 1,000.00	\$ 278,000.00	\$3,265.00	\$907,670.00	\$860.00	\$239,080.00	\$1,091.90	\$303,548.20
2	103-2001	DISPOSAL OF WATER WELL	1	EA	\$ 2,000.00	\$ 2,000.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$5,160.00	\$5,160.00
3	110-2004	EXCAVATION (RDWY & CHAN)	86,769	CY	\$ 5.00	\$ 433,845.00	\$4.00	\$347,076.00	\$2.15	\$186,553.35	\$2.98	\$258,571.62
4	132-2004	EMBAK (FINAL) (DENS CONT) (TY B) (CL 3)	131,978	CY	\$ 4.00	\$ 527,912.00	\$1.00	\$131,978.00	\$2.00	\$263,956.00	\$2.87	\$378,776.86
5	110-2003	EXCAVATION (SPECIAL) (YEARWOOD UNDERPASS)	12,222	CY	\$ 5.00	\$ 61,110.00	\$4.00	\$48,888.00	\$3.45	\$42,165.90	\$2.98	\$36,421.56
6	160-WC01	FURN AND PLAC TPSL (CL 2) (4 IN)	266,041	SY	\$ 0.80	\$ 212,832.80	\$0.15	\$39,906.15	\$0.45	\$119,718.45	\$0.53	\$141,001.73
7	164-WC01	TABLE 1-TYPE 1 SEED (PERM)	288,491	SY	\$ 0.25	\$ 72,122.75	\$0.35	\$100,971.85	\$0.48	\$138,475.68	\$0.50	\$144,245.50
8	164-WC03	TABLE 3-TYPE 3 SEED (PERM)	42,711	SY	\$ 0.25	\$ 10,677.75	\$0.30	\$12,813.30	\$0.43	\$18,365.73	\$0.44	\$18,792.84
9	164-WC04	TABLE 4-TYPE 4 SEED (PERM)	331,202	SY	\$ 0.25	\$ 82,800.50	\$0.02	\$6,624.04	\$0.12	\$39,744.24	\$0.12	\$39,744.24
10	164-WC02	3" EROSION CONTROL COMPOST (ECC)	266,041	SY	\$ 2.50	\$ 665,102.50	\$0.55	\$146,322.55	\$1.90	\$505,477.90	\$2.12	\$564,006.92
11	164-WC06	4" COMPOST MANUFACTURED TOPSOIL (CMT)	65,161	SY	\$ 2.00	\$ 130,322.00	\$0.40	\$26,064.40	\$1.21	\$78,844.81	\$1.08	\$70,373.88
12	168-WC01	VEGETATIVE WATERING	52,264	MG	\$ 10.00	\$ 522,640.00	\$1.00	\$52,264.00	\$0.01	\$522.64	\$10.32	\$539,364.48
13	169-2005	SOIL RETENTION BLANKET (CL 2) (TY E)	42,711	SY	\$ 1.00	\$ 42,711.00	\$1.00	\$42,711.00	\$1.00	\$42,711.00	\$1.03	\$43,992.33
14	247-2385	FL BS (COMPL IN PL) (TY A GR 5) (10") YEARWOOD UNDERPASS	1,040	SY	\$ 10.00	\$ 10,400.00	\$10.00	\$10,400.00	\$6.00	\$6,240.00	\$8.35	\$8,684.00
15	247-2366	FL BS (COMPL IN PL) (TY A GR 5) (FNAL POS)	69,020	CY	\$ 20.00	\$ 1,380,400.00	\$14.77	\$1,019,425.40	\$15.60	\$1,076,712.00	\$20.88	\$1,441,137.60
16	310-2002	PRIME COAT (AE-P)	27,003	GAL	\$ 3.30	\$ 89,109.90	\$3.00	\$81,009.00	\$3.25	\$87,759.75	\$3.10	\$83,709.30
17	316-2416	AGGR (TY-D GR-4)	1,436	CY	\$ 45.00	\$ 64,620.00	\$55.00	\$78,980.00	\$50.00	\$71,800.00	\$56.76	\$81,507.36
18	316-2693	ASPH (CHFRS-2P, HFRS-2P OR CRS-2P)	60,309	GAL	\$ 3.00	\$ 180,927.00	\$2.80	\$168,865.20	\$2.95	\$177,911.55	\$2.89	\$174,293.01
19	341-2011	D - GR HMA (QAQC) TY - B PG64-22	21,067	TON	\$ 50.00	\$ 1,053,350.00	\$46.00	\$969,082.00	\$45.00	\$948,015.00	\$47.47	\$1,000,050.49
20	341-2048	D - GR HMA (QAQC) TY - C SAC-B PG70-22	33,206	TON	\$ 60.00	\$ 1,992,360.00	\$47.00	\$1,560,682.00	\$47.50	\$1,577,285.00	\$48.50	\$1,610,491.00
21	351-2006	FLEXIBLE PAVEMENT STRUCTURE REPAIR (10")	4,500	SY	\$ 35.00	\$ 157,500.00	\$35.00	\$157,500.00	\$30.00	\$135,000.00	\$38.18	\$171,810.00
22	402-2002	TRENCH EXCAV PROTECTION (LARGE CULV)	1,111	LF	\$ 1.00	\$ 1,111.00	\$1.00	\$1,111.00	\$3.00	\$3,333.00	\$1.03	\$1,144.33
23	402-2001	TRENCH EXCAV PROTECTION (STORM DRAIN)	175	LF	\$ 1.00	\$ 175.00	\$1.00	\$175.00	\$3.00	\$525.00	\$3.10	\$542.50
24	416-2001	DRILL SHAFT (18 IN)	221	LF	\$ 55.00	\$ 12,155.00	\$88.00	\$19,448.00	\$77.75	\$17,182.75	\$59.71	\$13,195.91
25	416-2003	DRILL SHAFT (30 IN)	464	LF	\$ 100.00	\$ 46,400.00	\$150.00	\$69,600.00	\$132.35	\$61,410.40	\$88.38	\$41,008.32
26	416-2004	DRILL SHAFT (36 IN)	264	LF	\$ 120.00	\$ 31,680.00	\$195.00	\$51,480.00	\$150.20	\$39,652.80	\$101.45	\$26,782.80
27	420-2033	CLASS S CONC (APPR SLAB)	146	CY	\$ 340.00	\$ 49,640.00	\$300.00	\$43,800.00	\$300.40	\$43,858.40	\$268.03	\$39,132.38
28	420-2041	CL C CONC (ABUT)	136	CY	\$ 600.00	\$ 81,600.00	\$1,100.00	\$149,600.00	\$593.70	\$80,743.20	\$471.75	\$64,158.00
29	420-2042	CL C CONC (BENT)	105	CY	\$ 600.00	\$ 63,000.00	\$1,200.00	\$126,000.00	\$673.25	\$70,691.25	\$562.61	\$59,074.05
30	422-2001	REINF CONC SLAB	21,925	SF	\$ 10.00	\$ 219,250.00	\$10.00	\$219,250.00	\$12.00	\$263,100.00	\$14.49	\$317,693.25
31	425-2004	PRESTR CONC BEAM (TY IV)	695	LF	\$ 110.00	\$ 76,450.00	\$145.00	\$100,775.00	\$106.85	\$74,260.75	\$94.00	\$65,330.00
32	425-2003	PRESTR CONC BEAM (TY C)	2,357	LF	\$ 90.00	\$ 212,130.00	\$135.00	\$318,195.00	\$107.75	\$253,966.75	\$93.45	\$220,261.65
33	428-2001	CONC SURF TREAT	2,934	SY	\$ 2.50	\$ 7,335.00	\$1.50	\$4,401.00	\$2.80	\$8,215.20	\$0.98	\$2,875.32
34	423-2012	RETAINING WALL (RW 1 (L) A)	38	SF	\$ 50.00	\$ 1,900.00	\$84.03	\$3,193.14	\$62.00	\$2,356.00	\$49.57	\$1,883.66
35	432-2002	RIPRAP (CONC) (5 IN)	34	CY	\$ 250.00	\$ 8,500.00	\$358.50	\$12,189.00	\$252.05	\$8,569.70	\$258.00	\$8,772.00
36	432-2072	RIPRAP (CONC) (CL B) (RR 8)	227	CY	\$ 340.00	\$ 77,180.00	\$205.63	\$46,678.01	\$293.00	\$66,511.00	\$258.00	\$58,566.00
37	454-2004	STR STL (ARMOR JOINT)	274	LF	\$ 11.00	\$ 3,014.00	\$115.00	\$31,510.00	\$81.50	\$22,331.00	\$43.84	\$12,012.16
38	450-2007	RAIL (TY T501)	534	LF	\$ 50.00	\$ 26,700.00	\$51.00	\$27,234.00	\$68.95	\$36,819.30	\$52.61	\$28,093.74
39	450-2008	RAIL (TY T502)	419	LF	\$ 50.00	\$ 20,950.00	\$52.00	\$21,788.00	\$71.20	\$29,832.80	\$53.36	\$22,357.84
40	450-2009	RAIL (TY C502)	120	LF	\$ 115.00	\$ 13,800.00	\$105.00	\$12,600.00	\$157.15	\$18,858.00	\$76.51	\$9,181.20

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		JC Evans Construction		Ranger Excavating		Chasco Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
41	450-2044	RAIL (PEDESTRIAN) TYPE PDR-06-TYPE E	157	LF	\$ 125.00	\$ 19,625.00	\$125.00	\$19,625.00	\$39.65	\$6,225.05	\$98.04	\$15,392.28
42	529-2004	CONC CURB & GUTTER (TY II)	38	LF	\$ 12.00	\$ 456.00	\$25.00	\$950.00	\$25.00	\$950.00	\$20.64	\$784.32
43	540-2001	MTL BEAM GD FEN (12 GA) (TIM POST)	2,519	LFF	\$ 14.00	\$ 35,266.00	\$13.88	\$34,963.72	\$13.88	\$34,963.72	\$14.32	\$36,072.08
44	544-2006	SINGLE GRD RAIL TERM (TY III)	14	EA	\$ 40.00	\$ 560.00	\$1,800.00	\$25,200.00	\$1,800.00	\$25,200.00	\$1,857.60	\$26,006.40
45	540-2011	MTL BEAM GD FEN TRANS (THRIE BEAM)	8	EA	\$ 1,000.00	\$ 8,000.00	\$1,150.00	\$9,200.00	\$1,150.00	\$9,200.00	\$1,186.80	\$9,494.40
46	459-2011	12" GABION MATTRESS	3,176	SY	\$ 45.00	\$ 142,920.00	\$60.00	\$190,560.00	\$35.00	\$111,160.00	\$36.12	\$114,717.12
47	432-2040	RIPRAP (CONC) (CL B) (MOW STRIP)	187	CY	\$ 300.00	\$ 56,100.00	\$356.41	\$66,648.67	\$328.00	\$61,336.00	\$283.80	\$53,070.60
48	432-2084	REIN. CONC RIPRAP (CONC) (CL B) (DITCH BACKSLOPE)	2	CY	\$ 250.00	\$ 500.00	\$1,026.00	\$2,052.00	\$500.00	\$1,000.00	\$516.00	\$1,032.00
49	462-2031	CONC BOX CULV (10 FT X 7 FT)	480	LF	\$ 500.00	\$ 240,000.00	\$435.00	\$208,800.00	\$368.00	\$176,640.00	\$338.48	\$162,470.40
50	462-2007	CONC BOX CULV (5 FT X 3 FT)	1,000	LF	\$ 170.00	\$ 170,000.00	\$182.00	\$182,000.00	\$183.00	\$183,000.00	\$158.88	\$158,880.00
51	WC200-002	CONCRETE ARCH (20 FT X 5 FT)	127	LF	\$ 1,500.00	\$ 190,500.00	\$1,303.00	\$165,481.00	\$1,250.00	\$158,750.00	\$1,127.35	\$143,173.45
52	464-2021	RC PIPE (CL IV) 18 IN (CULVERTS)	316	LF	\$ 40.00	\$ 12,640.00	\$49.00	\$15,484.00	\$33.00	\$10,428.00	\$33.32	\$10,529.12
53	464-2003	RC PIPE (CL III) 18 IN (STORM DRAIN)	18	LF	\$ 32.00	\$ 576.00	\$48.00	\$864.00	\$30.00	\$540.00	\$32.25	\$580.50
54	464-2005	RC PIPE (CL III) 24 IN (STORM DRAIN)	157	LF	\$ 40.00	\$ 6,280.00	\$57.00	\$8,949.00	\$45.00	\$7,065.00	\$44.53	\$6,991.21
55	464-2007	RC PIPE (CL III) 30 IN (CULVERTS)	941	LF	\$ 50.00	\$ 47,050.00	\$72.00	\$67,752.00	\$60.00	\$56,460.00	\$41.38	\$38,938.58
56	464-2009	RC PIPE (CL III) 36 IN (CULVERTS)	267	LF	\$ 70.00	\$ 18,690.00	\$96.00	\$25,632.00	\$75.00	\$20,025.00	\$65.24	\$17,419.08
57	464-2010	RC PIPE (CL III) 42 IN (CULVERTS)	309	LF	\$ 85.00	\$ 26,265.00	\$122.00	\$37,698.00	\$95.00	\$29,355.00	\$78.76	\$24,336.84
58	466-2069	HEADWALL (CH-FW-0) (DIA=36 IN)	2	EA	\$ 4,000.00	\$ 8,000.00	\$3,743.00	\$7,486.00	\$6,919.00	\$13,838.00	\$3,508.80	\$7,017.60
59	466-2024	WINGWALL (FW-0)(HW=9')(5-10'X7')	2	EA	\$ 9,000.00	\$ 18,000.00	\$19,175.00	\$38,350.00	\$19,092.00	\$38,184.00	\$9,613.08	\$19,226.16
60	466-2082	HEADWALL (CH-FW-15)(3-DIA=30")	2	EA	\$ 2,600.00	\$ 5,200.00	\$4,622.00	\$9,244.00	\$5,141.00	\$10,282.00	\$2,368.44	\$4,736.88
61	466-2082	HEADWALL (CH-FW-15)(4-DIA=30")	2	EA	\$ 2,600.00	\$ 5,200.00	\$5,756.00	\$11,512.00	\$6,136.00	\$12,272.00	\$2,880.31	\$5,760.62
62	466-2034	WINGWALL (FW-S)(HW=5')(3-5'X3')	2	EA	\$ 5,000.00	\$ 10,000.00	\$7,078.00	\$14,156.00	\$7,266.00	\$14,532.00	\$3,008.28	\$6,016.56
63	466-2034	WINGWALL (FW-S)(HW=5')(4-5'X3')	2	EA	\$ 5,000.00	\$ 10,000.00	\$6,747.00	\$13,494.00	\$6,692.00	\$13,384.00	\$2,961.84	\$5,923.68
64	WC200-002	CONCRETE ARCH WINGWALL (20 FT X 5 FT)	2	EA	\$ 10,500.00	\$ 21,000.00	\$17,769.00	\$35,538.00	\$20,000.00	\$40,000.00	\$31,119.96	\$62,239.92
65	466-2100	HEADWALL (CH-FW-30)(DIA=42")	2	EA	\$ 2,850.00	\$ 5,700.00	\$4,982.00	\$9,964.00	\$6,950.00	\$13,900.00	\$4,788.48	\$9,576.96
66	467-2234	SAFETY END TREAT (TY II) (18 IN) (RCP)	2	EA	\$ 1,000.00	\$ 2,000.00	\$875.00	\$1,750.00	\$1,401.00	\$2,802.00	\$983.50	\$1,967.00
67	467-2224	SAFETY END TREAT (TY II) (24 IN) (RCP)	2	EA	\$ 1,200.00	\$ 2,400.00	\$950.00	\$1,900.00	\$1,600.00	\$3,200.00	\$637.78	\$1,275.56
68	500-2001	MOBILIZATION	1	LS	\$ 300,000.00	\$ 300,000.00	\$351,208.00	\$351,208.00	\$989,700.00	\$989,700.00	\$294,228.36	\$294,228.36
69	502-2001	BARRICADES, SIGNS AND TRAF HANDLE	18	MO	\$ 2,000.00	\$ 36,000.00	\$500.00	\$9,000.00	\$1,500.00	\$27,000.00	\$867.91	\$15,622.38
70	618-2024	CONDUIT (4" SCH 40 PVC WITH PULL STRING)	1,552	LF	\$ 12.00	\$ 18,624.00	\$8.00	\$12,416.00	\$11.00	\$17,072.00	\$11.35	\$17,615.20
71	644-2001	INS SM RD SN SUP & AM TY 10BWG (1) SA (P)	30	EA	\$ 300.00	\$ 9,000.00	\$305.00	\$9,150.00	\$305.00	\$9,150.00	\$314.76	\$9,442.80
72	644-2004	INS SM RD SN SUP & AM TY 10BWG (1) SA (T)	6	EA	\$ 450.00	\$ 2,700.00	\$345.00	\$2,070.00	\$345.00	\$2,070.00	\$356.04	\$2,136.24
73	644-2006	INS SM RD SN SUP & AM TY 10BWG (1) SA (U)	2	EA	\$ 450.00	\$ 900.00	\$545.00	\$1,090.00	\$545.00	\$1,090.00	\$562.44	\$1,124.88
74	644-2027	INS SM RD SN SUP & AM TY S80 (1) SA (U)	12	EA	\$ 400.00	\$ 4,800.00	\$750.00	\$9,000.00	\$750.00	\$9,000.00	\$774.00	\$9,288.00
75	658-2314	OBJ MRK ASM (OM-2X) (WC) (GND)	19	EA	\$ 40.00	\$ 760.00	\$45.00	\$855.00	\$45.00	\$855.00	\$46.44	\$882.36
76	658-2258	INS DEL ASSM (D - SW) SZ (TYC) CTB	24	EA	\$ 12.00	\$ 288.00	\$12.00	\$288.00	\$12.50	\$300.00	\$12.90	\$309.60
77	658-2260	INS DEL ASSM (D - SW) SZ (TYC) GF1	48	EA	\$ 12.00	\$ 576.00	\$15.00	\$720.00	\$15.00	\$720.00	\$15.48	\$743.04
78	666-2002	REFL PAV MRK TY I (W) (4IN) (BRK)(.090MIL)	9,560	LF	\$ 0.20	\$ 1,912.00	\$0.40	\$3,824.00	\$0.31	\$2,963.60	\$0.32	\$3,059.20
79	666-2011	REFL PAV MRK TY I (W) (4IN) (SLD) (.090MIL)	94,128	LF	\$ 0.20	\$ 18,825.60	\$0.37	\$34,827.36	\$0.31	\$29,179.68	\$0.32	\$30,120.96
80	666-2035	REFL PAV MRK TY I (W) (8IN) (SLD) (.090MIL)	12,800	LF	\$ 0.30	\$ 3,840.00	\$0.77	\$9,856.00	\$0.62	\$7,936.00	\$0.64	\$8,192.00
81	666-2041	REFL PAV MRK TY I (W) (12IN) (SLD) (.090MIL)	900	LF	\$ 1.00	\$ 900.00	\$2.80	\$2,520.00	\$2.95	\$2,655.00	\$3.04	\$2,736.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		JC Evans Construction		Ranger Excavating		Chasco Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
82	666-2047	REFL PAV MRK TY I (W) (24IN) (SLD) (.090MIL)	470	LF	\$ 2.00	\$ 940.00	\$5.80	\$2,726.00	\$5.90	\$2,773.00	\$6.09	\$2,862.30
83	666-2053	REFL PAV MRK TY I (W) (ARROW) (SLD) (.090MIL)	6	EA	\$ 40.00	\$ 240.00	\$80.00	\$480.00	\$95.00	\$570.00	\$98.04	\$588.24
84	666-2095	REFL PAV MRK TY I (W) (WORD) (SLD) (.090MIL)	6	EA	\$ 50.00	\$ 300.00	\$100.00	\$600.00	\$150.00	\$900.00	\$154.80	\$928.80
85	666-2110	REFL PAV MRK TY I (Y) (4IN) (SLD) (.090MIL)	81,578	LF	\$ 0.20	\$ 16,315.60	\$0.37	\$30,183.86	\$0.30	\$24,473.40	\$0.31	\$25,289.18
86	666-2104	REFL PAV MRK TY I (Y) (4IN) (BRK) (.090MIL)	2,390	LF	\$ 0.20	\$ 478.00	\$0.42	\$1,003.80	\$0.31	\$740.90	\$0.32	\$764.80
87	666-2047	REFL PAV MRK TY I (W) (24IN) (SLD) (.090MIL)	154	LF	\$ 2.00	\$ 308.00	\$4.70	\$723.80	\$5.90	\$908.60	\$6.09	\$937.86
88	666-2145	REFL PAV MRK TY II (W) (4IN) (SLD)	55,870	LF	\$ 0.25	\$ 13,967.50	\$0.11	\$6,145.70	\$0.10	\$5,587.00	\$0.10	\$5,587.00
89	666-2178	REFL PAV MRK TY II (Y) (4IN) (SLD)	43,320	LF	\$ 0.25	\$ 10,830.00	\$0.11	\$4,765.20	\$0.10	\$4,332.00	\$0.10	\$4,332.00
90	666-2176	REFL PAV MRK TY II (Y) (4IN) (BRK)	2,390	LF	\$ 0.25	\$ 597.50	\$0.13	\$310.70	\$0.10	\$239.00	\$0.10	\$239.00
91	666-2157	REFL PAV MRK TY II (W) (24IN) (SLD)	154	LF	\$ 2.00	\$ 308.00	\$1.30	\$200.20	\$2.00	\$308.00	\$2.06	\$317.24
92	672-2012	RAIS PAV MRKR TY I - C	640	EA	\$ 3.50	\$ 2,240.00	\$2.70	\$1,728.00	\$2.85	\$1,824.00	\$2.94	\$1,881.60
93	672-2015	RAIS REFL PAV MRKR CL B (REFL) TY II - A - A	694	EA	\$ 3.50	\$ 2,429.00	\$2.70	\$1,873.80	\$2.85	\$1,977.90	\$2.94	\$2,040.36
94	5445-2001	TYPE III BARRICADE	160	LF	\$ 60.00	\$ 9,600.00	\$20.00	\$3,200.00	\$21.50	\$3,440.00	\$22.19	\$3,550.40
95	506-2002	ROCK FILTER DAMS (TY 2)	1,188	LF	\$ 17.00	\$ 20,196.00	\$20.00	\$23,760.00	\$16.50	\$19,602.00	\$14.96	\$17,772.48
96	506-2009	ROCK FILTER DAMS (REMOV)(TY 2)	1,188	LF	\$ 6.00	\$ 7,128.00	\$1.00	\$1,188.00	\$8.00	\$9,504.00	\$4.39	\$5,215.32
97	506-2016	CONSTRUCT EXIT INSTALL (TY 1)	1,165	SY	\$ 7.00	\$ 8,155.00	\$5.00	\$5,825.00	\$9.65	\$11,242.25	\$6.19	\$7,211.35
98	506-2017	CONSTRUCT EXIT (REMOV)(TY 1)	1,165	SY	\$ 3.00	\$ 3,495.00	\$1.00	\$1,165.00	\$4.00	\$4,660.00	\$4.39	\$5,114.35
99	WC105-001	BIODEGRADABLE EROSION CONTROL LOG	33,322	LF	\$ 5.00	\$ 166,610.00	\$5.00	\$166,610.00	\$6.50	\$216,593.00	\$5.16	\$171,941.52
100	506-2004	PERMANENT ROCK FILTER DAMS (TY 4)(SACK GABION)	1,080	LF	\$ 17.00	\$ 18,360.00	\$30.00	\$32,400.00	\$22.50	\$24,300.00	\$25.80	\$27,864.00
101	506-2048	DIVERSION DIKE	223	LF	\$ 20.00	\$ 4,460.00	\$2.00	\$446.00	\$20.00	\$4,460.00	\$10.32	\$2,301.36
102	506-2020	DIVERSION DIKE (REMOV)	155	CY	\$ 3.00	\$ 465.00	\$1.00	\$155.00	\$5.00	\$775.00	\$5.16	\$799.80
103	WC-192	EASTERN GAMAGRASS LIVE ROOT PLANTS	2,882	SY	\$ 1.00	\$ 2,882.00	\$5.00	\$14,410.00	\$0.65	\$1,873.30	\$3.87	\$11,153.34
104	550-XXXX	CONSTRUCTION FENCING	1,687	LF	\$ 20.00	\$ 33,740.00	\$2.00	\$3,374.00	\$2.50	\$4,217.50	\$2.58	\$4,352.46
105	550-XXXX	CONSTRUCTION FENCING (REMOV)	1,687	LF	\$ 1.50	\$ 2,530.50	\$1.00	\$1,687.00	\$0.50	\$843.50	\$0.52	\$877.24
106	421-2001	3500 PSI FLOWABLE CEMENT	33	CY	\$ 15.00	\$ 495.00	\$100.00	\$3,300.00	\$400.00	\$13,200.00	\$154.80	\$5,108.40
107	3129-2001	GEOSYNTHETIC CLAY LINER	25,425	SF	\$ 2.00	\$ 50,850.00	\$1.20	\$30,510.00	\$1.30	\$33,052.50	\$1.19	\$30,255.75
RONALD REAGAN CORRECTIVE MEASURES - INCLUDED IN BASE BID												
108	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY A)	2,184.9	CY	\$ 40.00	\$ 87,396.00	\$10.00	\$21,849.00	\$15.00	\$32,773.50	\$18.02	\$39,371.90
109	158-2005	SPEC EXCAV WORK (ORIGINAL)	400.5	CY	\$ 8.00	\$ 3,204.00	\$35.00	\$14,017.50	\$10.00	\$4,005.00	\$27.12	\$10,861.56
110	161-WC01	COMPOST (2") (ECC)	16,896	SY	\$ 3.25	\$ 54,912.00	\$1.75	\$29,568.00	\$1.65	\$27,878.40	\$2.01	\$33,960.96
111	161-WC01A	COMPOST (2") (ECC-A)	433.6	CY	\$ 18.00	\$ 7,804.80	\$27.00	\$11,707.20	\$30.00	\$13,008.00	\$28.90	\$12,531.04
112	161-WC02	COMPOST (3") (ECC)	11,988	SY	\$ 4.88	\$ 58,501.44	\$2.45	\$29,370.60	\$2.48	\$29,730.24	\$2.12	\$25,414.56
113	161-WC02A	COMPOST (3") (ECC-A)	22.2	CY	\$ 58.46	\$ 1,297.81	\$27.00	\$599.40	\$30.00	\$666.00	\$28.90	\$641.58
114	161-WC05	COMPOST (3") (CMT)	9,181	SY	\$ 4.88	\$ 44,803.28	\$1.35	\$12,394.35	\$1.97	\$18,086.57	\$2.43	\$22,309.83
115	161-WC05A	COMPOST (3") (CMT-A)	181.0	CY	\$ 58.56	\$ 10,599.36	\$16.25	\$2,941.25	\$45.17	\$8,175.77	\$28.90	\$5,230.90
116	161-WC06	COMPOST (4") (CMT)	15,303	SY	\$ 6.50	\$ 99,469.50	\$1.80	\$27,545.40	\$2.39	\$36,574.17	\$3.18	\$48,663.54
117	164-WC01	SEEDING FOR EROSION CONTROL (TYPE 1)	46,151	SY	\$ 1.00	\$ 46,151.00	\$0.35	\$16,152.85	\$0.48	\$22,152.48	\$0.50	\$23,075.50
118	164-WC01A	SEEDING FOR EROSION CONTROL (TYPE 1-A)	226.8	LB	\$ 64.08	\$ 14,533.34	\$30.00	\$6,804.00	\$45.00	\$10,206.00	\$46.44	\$10,532.59
119	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	9,317	SY	\$ 0.98	\$ 9,130.66	\$0.30	\$2,795.10	\$0.36	\$3,354.12	\$0.37	\$3,447.29
120	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	55,468	SY	\$ 0.03	\$ 1,664.04	\$0.02	\$1,109.36	\$0.08	\$4,437.44	\$0.08	\$4,437.44

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		JC Evans Construction		Ranger Excavating		Chasco Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
121	164-WC04A	SEEDING FOR EROSION CONTROL (TYPE 4-A)	70.7	LB	\$ 2.50	\$ 176.75	\$20.00	\$1,414.00	\$25.00	\$1,767.50	\$25.80	\$1,824.06
122	168-WC01	VEGETATIVE WATERING	8,200	MG	\$ 15.00	\$ 123,000.00	\$1.00	\$8,200.00	\$10.80	\$88,560.00	\$10.32	\$84,624.00
123	169-2005	SOIL RETENTION BLANKETS (CL 2) (TY E)	11,337	SY	\$ 0.70	\$ 7,935.90	\$1.00	\$11,337.00	\$1.00	\$11,337.00	\$1.03	\$11,677.11
124	169-2007	SOIL RETENTION BLANKETS (CL 2) (TY G)	6,145	SY	\$ 7.00	\$ 43,015.00	\$3.00	\$18,435.00	\$5.00	\$30,725.00	\$5.16	\$31,708.20
125	432-2041	RIPRAP (STONE COMMON) (DRY) (18 IN)	844.8	CY	\$ 100.00	\$ 84,480.00	\$30.00	\$25,344.00	\$65.00	\$54,912.00	\$67.08	\$56,669.18
126	459-2010	GABION MATTRESSES (GALV) (9 IN)	39.2	CY	\$ 175.00	\$ 6,860.00	\$350.00	\$13,720.00	\$165.00	\$6,468.00	\$170.28	\$6,674.98
127	480-2001	CLEAN EXIST CULVS	9	EA	\$ 350.00	\$ 3,150.00	\$500.00	\$4,500.00	\$3,890.00	\$35,010.00	\$940.27	\$8,462.43
128	506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	359	LF	\$ 17.00	\$ 6,103.00	\$25.00	\$8,975.00	\$16.50	\$5,923.50	\$14.96	\$5,370.64
129	506-2044	ROCK FILTER DAMS (INSTALL) (TYP 5) (BELOW GRADE CHECK DAMS)	206.5	CY	\$ 350.00	\$ 72,275.00	\$30.00	\$6,195.00	\$90.00	\$18,585.00	\$165.12	\$34,097.28
130	734-2001	LITTER REMOVAL	0.5	AC	\$ 1,000.00	\$ 500.00	\$600.00	\$300.00	\$2,000.00	\$1,000.00	\$3,279.70	\$1,639.85
131	760-2002	DITCH CLEAN / RESHAPING (SY)	10,224	SY	\$ 1.20	\$ 12,268.80	\$0.50	\$5,112.00	\$1.25	\$12,780.00	\$1.75	\$17,892.00
132	WC105-001	BIODEGRADABLE EROSION CONTROL LOGS (MULCH)	1,176	LF	\$ 8.00	\$ 9,408.00	\$4.00	\$4,704.00	\$6.50	\$7,644.00	\$5.16	\$6,068.16
133	WC101-001	SOIL RIPPING (12")	6,946	SY	\$ 1.00	\$ 6,946.00	\$0.30	\$2,083.80	\$0.70	\$4,862.20	\$0.76	\$5,278.96
TOTAL COST ADJUSTED FOR CORRECTNESS							\$ 11,579,272.58	\$9,449,782.66	\$9,898,458.09	\$10,298,630.06		
ACTUAL BID PROPOSAL								\$9,449,782.66	\$9,898,457.70	\$10,298,629.57		
ADJUSTMENT DIFFERENCE								\$0.00	\$0.39	\$0.49		
RONALD REAGAN CORRECTIVE MEASURES - ALTERNATE 1												
1A	158-2005	SPEC EXCAV WORK (ORIGINAL)	510.9	CY	\$8.00	\$4,087.20	\$35.00	\$17,881.50	\$15.50	\$7,918.95	\$28.00	\$14,305.20
2A	161-WC01	COMPOST (2") (ECC)	1,746	SY	\$3.25	\$5,674.50	\$1.75	\$3,055.50	\$1.85	\$3,230.10	\$2.10	\$3,666.60
3A	161-WC02	COMPOST (3") (ECC)	249	SY	\$4.88	\$1,215.12	\$2.45	\$610.05	\$2.75	\$684.75	\$2.15	\$535.35
4A	164-WC01	SEEDING FOR EROSION CONTROL (TYPE 1)	1,588	SY	\$2.95	\$4,684.60	\$0.35	\$555.80	\$0.55	\$873.40	\$0.50	\$794.00
5A	164-WC01A	SEEDING FOR EROSION CONTROL (TYPE 1-A)	2.3	LB	\$181.06	\$416.44	\$175.00	\$402.50	\$72.25	\$166.18	\$69.00	\$158.70
6A	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	462	SY	\$2.95	\$1,362.90	\$1.20	\$554.40	\$0.50	\$231.00	\$0.45	\$207.90
7A	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	2,050	SY	\$2.95	\$6,047.50	\$0.05	\$102.50	\$0.09	\$184.50	\$0.08	\$164.00
8A	164-WC04A	SEEDING FOR EROSION CONTROL (TYPE 4-A)	0.7	LB	\$50.00	\$35.00	\$300.00	\$210.00	\$27.80	\$19.46	\$26.00	\$18.20
9A	168-WC01	VEGETATIVE WATERING	258	MG	\$15.00	\$3,870.00	\$6.00	\$1,548.00	\$24.40	\$6,295.20	\$11.00	\$2,838.00
10A	169-2007	SOIL RETENTION BLANKETS (CL 2) (TY G)	1,781	SY	\$7.00	\$12,467.00	\$3.00	\$5,343.00	\$5.55	\$9,884.55	\$5.30	\$9,439.30
11A	432-2041	RIPRAP (STONE COMMON) (DRY) (18 IN)	182.1	CY	\$100.00	\$18,210.00	\$30.00	\$5,463.00	\$72.25	\$13,156.73	\$69.00	\$12,564.90
12A	459-2010	GABION MATTRESSES (GALV) (9 IN)	150.7	CY	\$175.00	\$26,372.50	\$350.00	\$52,745.00	\$183.00	\$27,578.10	\$175.00	\$26,372.50
13A	480-2001	CLEAN EXIST CULVS	4	EA	\$350.00	\$1,400.00	\$500.00	\$2,000.00	\$3,890.00	\$15,560.00	\$966.00	\$3,864.00
TOTAL COST OF ALTERNATE 1 BID ADJUSTED FOR CORRECTNESS							\$85,842.76	\$90,471.25	\$85,782.92	\$74,928.65		
ACTUAL BID PROPOSAL ALTERNATE 1								\$90,477.25	\$85,783.48	\$74,929.17		
ADJUSTMENT DIFFERENCE ALTERNATE 1								(\$6.00)	(\$0.56)	(\$0.52)		

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		JC Evans Construction		Ranger Excavating		Chasco Constructors			
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID		
RONALD REAGAN CORRECTIVE MEASURES - ALTERNATE 2														
1B	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY A)	48.3	CY	\$40.00	\$1,932.00	\$35.00	\$1,690.50	\$50.00	\$2,415.00	\$22.00	\$1,062.60		
2B	161-WC02	COMPOST (3") (ECC)	193	SY	\$4.88	\$941.84	\$7.00	\$1,351.00	\$0.90	\$173.70	\$2.15	\$414.95		
3B	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	673	SY	\$2.95	\$1,985.35	\$1.20	\$807.60	\$0.50	\$336.50	\$0.50	\$336.50		
4B	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	673	SY	\$2.95	\$1,985.35	\$0.05	\$33.65	\$0.09	\$60.57	\$0.08	\$53.84		
5B	168-WC01	VEGETATIVE WATERING	79.0	MG	\$15.00	\$1,185.00	\$13.00	\$1,027.00	\$25.00	\$1,975.00	\$11.00	\$869.00		
6B	169-2007	SOIL RETENTION BLANKETS (CL 3) (TY G)	193	SY	\$7.00	\$1,351.00	\$4.00	\$772.00	\$5.55	\$1,071.15	\$5.30	\$1,022.90		
7B	432-2041	RIPRAP (STONE COMMON) (DRY) (18 IN)	89.5	CY	\$100.00	\$8,950.00	\$35.00	\$3,132.50	\$67.00	\$5,996.50	\$64.00	\$5,728.00		
8B	459-2010	GABION MATTRESSES (GALV) (9 IN)	8.4	CY	\$175.00	\$1,470.00	\$350.00	\$2,940.00	\$183.00	\$1,537.20	\$175.00	\$1,470.00		
TOTAL COST ALTERNATE 2 BID ADJUSTED FOR CORRECTNESS							\$19,800.54		\$11,754.25		\$13,565.62		\$10,957.79	
ACTUAL BID PROPOSAL ALTERNATE 2									\$11,754.25		\$13,565.62		\$10,957.79	
ADJUSTMENT DIFFERENCE ALTERNATE 2									\$0.00		\$0.00		\$0.00	
RONALD REAGAN CORRECTIVE MEASURES - ALTERNATE 3														
1C	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY A)	610.3	CY	\$40.00	\$24,412.00	\$10.00	\$6,103.00	\$15.00	\$9,154.50	\$19.00	\$11,595.70		
2C	158-2005	SPEC EXCAV WORK (ORIGINAL)	39.9	CY	\$8.00	\$319.20	\$35.00	\$1,396.50	\$50.00	\$1,995.00	\$28.00	\$1,117.20		
3C	161-WC01	COMPOST (2") (ECC)	1,831	SY	\$3.25	\$5,950.75	\$1.75	\$3,204.25	\$1.85	\$3,387.35	\$2.10	\$3,845.10		
4C	161-WC01A	COMPOST (2") (ECC-A)	70	CY	\$18.00	\$1,260.00	\$27.00	\$1,890.00	\$33.35	\$2,334.50	\$30.00	\$2,100.00		
5C	161-WC02	COMPOST (3") (ECC)	2,680	SY	\$4.88	\$13,078.40	\$2.45	\$6,566.00	\$2.75	\$7,370.00	\$2.15	\$5,762.00		
6C	161-WC02A	COMPOST (3") (ECC-A)	149.6	CY	\$58.46	\$8,745.62	\$27.00	\$4,039.20	\$33.35	\$4,989.16	\$30.00	\$4,488.00		
7C	164-WC01	SEEDING FOR EROSION CONTROL (TYPE 1)	2,094	SY	\$2.95	\$6,177.30	\$0.35	\$732.90	\$0.55	\$1,151.70	\$0.50	\$1,047.00		
8C	164-WC01A	SEEDING FOR EROSION CONTROL (TYPE 1-A)	56.6	LB	\$181.06	\$10,248.00	\$30.00	\$1,698.00	\$50.00	\$2,830.00	\$48.00	\$2,716.80		
9C	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	2,902	SY	\$2.95	\$8,560.90	\$1.20	\$3,482.40	\$0.50	\$1,451.00	\$0.45	\$1,305.90		
10C	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	4,997	SY	\$2.95	\$14,741.15	\$0.05	\$249.85	\$0.09	\$449.73	\$0.08	\$399.76		
11C	164-WC04A	SEEDING FOR EROSION CONTROL (TYPE 4-A)	17.6	LB	\$50.00	\$880.00	\$20.00	\$352.00	\$27.80	\$489.28	\$27.00	\$475.20		
12C	168-WC01	VEGETATIVE WATERING	1,006	MG	\$15.00	\$15,090.00	\$5.00	\$5,030.00	\$15.95	\$16,045.70	\$11.00	\$11,066.00		
13C	169-2007	SOIL RETENTION BLANKETS (CL 2) (TY G)	2,577	SY	\$7.00	\$18,039.00	\$3.00	\$7,731.00	\$5.55	\$14,302.35	\$5.30	\$13,658.10		
14C	432-2041	RIPRAP (STONE COMMON) (DRY) (18 IN)	221.2	CY	\$100.00	\$22,120.00	\$30.00	\$6,636.00	\$66.70	\$14,754.04	\$64.00	\$14,156.80		
15C	459-2010	GABION MATTRESSES (GALV) (9 IN)	338.8	CY	\$175.00	\$59,290.00	\$350.00	\$118,580.00	\$183.00	\$62,000.40	\$175.00	\$59,290.00		
16C	480-2001	CLEAN EXIST CULVS	4	EA	\$350.00	\$1,400.00	\$500.00	\$2,000.00	\$3,890.00	\$15,560.00	\$966.00	\$3,864.00		
17C	506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	220	LF	\$17.00	\$3,740.00	\$25.00	\$5,500.00	\$18.35	\$4,037.00	\$16.00	\$3,520.00		

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		JC Evans Construction		Ranger Excavating		Chasco Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
18C	506-2044	ROCK FILTER DAMS (INSTALL) (TYP 5) (BELOW GRADE CHECK DAMS)	93.2	CY	\$350.00	\$32,620.00	\$30.00	\$2,796.00	\$100.00	\$9,320.00	\$170.00	\$15,844.00
19C	760-2002	DITCH CLEAN / RESHAPING (SY)	679	SY	\$1.20	\$814.80	\$0.50	\$339.50	\$3.00	\$2,037.00	\$1.80	\$1,222.20
TOTAL COST ALTERNATE 3 BID ADJUSTED FOR CORRECTNESS					\$247,487.12		\$178,326.60		\$173,658.71		\$157,473.76	
ACTUAL BID PROPOSAL ALTERNATE 3							\$178,326.60		\$173,658.71		\$157,473.76	
ADJUSTMENT DIFFERENCE ALTERNATE 3							\$0.00		\$0.00		\$0.00	
RONALD REAGAN CORRECTIVE MEASURES - ALTERNATE 4												
1D	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY A)	23.7	CY	\$40.00	\$948.00	\$30.00	\$711.00	\$45.00	\$1,066.50	\$43.00	\$1,019.10
2D	158-2005	SPEC EXCAV WORK (ORIGINAL)	22.2	CY	\$8.00	\$177.60	\$30.00	\$666.00	\$65.00	\$1,443.00	\$53.00	\$1,176.60
3D	161-WC01	COMPOST (2") (ECC)	4,017	SY	\$3.25	\$13,055.25	\$1.75	\$7,029.75	\$1.85	\$7,431.45	\$2.10	\$8,435.70
4D	161-WC01A	COMPOST (2") (ECC-A)	40.1	CY	\$18.00	\$721.80	\$27.00	\$1,082.70	\$33.35	\$1,337.34	\$30.00	\$1,203.00
5D	161-WC05A	COMPOST (3") (CMT-A)	114.4	CY	\$58.56	\$6,699.26	\$16.25	\$1,859.00	\$44.50	\$5,090.80	\$30.00	\$3,432.00
6D	161-WC06	COMPOST (4") (CMT)	12,726	SY	\$6.50	\$82,719.00	\$1.80	\$22,906.80	\$2.05	\$26,088.30	\$3.25	\$41,359.50
7D	164-WC01	SEEDING FOR EROSION CONTROL (TYPE 1)	16,638	SY	\$2.95	\$49,082.10	\$0.35	\$5,823.30	\$0.53	\$8,818.14	\$0.50	\$8,319.00
8D	164-WC01A	SEEDING FOR EROSION CONTROL (TYPE 1-A)	83	LB	\$181.06	\$15,027.98	\$30.00	\$2,490.00	\$50.00	\$4,150.00	\$48.00	\$3,984.00
9D	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	319	SY	\$2.95	\$941.05	\$1.75	\$558.25	\$0.50	\$159.50	\$0.45	\$143.55
10D	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	16,957	SY	\$2.95	\$50,023.15	\$0.05	\$847.85	\$0.09	\$1,526.13	\$0.08	\$1,356.56
11D	164-WC04A	SEEDING FOR EROSION CONTROL (TYPE 4-A)	25.9	LB	\$50.00	\$1,295.00	\$25.00	\$647.50	\$27.80	\$720.02	\$27.00	\$699.30
12D	168-WC01	VEGETATIVE WATERING	2,608	MG	\$15.00	\$39,120.00	\$3.00	\$7,824.00	\$14.40	\$37,555.20	\$11.00	\$28,688.00
13D	169-2005	SOIL RETENTION BLANKETS (CL 2) (TY E)	3,573	SY	\$0.70	\$2,501.10	\$1.00	\$3,573.00	\$1.11	\$3,966.03	\$1.05	\$3,751.65
14D	169-2007	SOIL RETENTION BLANKETS (CL 2) (TY G)	133	SY	\$7.00	\$931.00	\$4.00	\$532.00	\$5.55	\$738.15	\$5.30	\$704.90
15D	432-2041	RIPRAP (STONE COMMON) (DRY) (18 IN)	74.2	CY	\$100.00	\$7,420.00	\$30.00	\$2,226.00	\$67.00	\$4,971.40	\$64.00	\$4,748.80
16D	459-2010	GABION MATTRESSES (GALV) (9 IN)	15.8	CY	\$175.00	\$2,765.00	\$350.00	\$5,530.00	\$183.00	\$2,891.40	\$175.00	\$2,765.00
17D	480-2001	CLEAN EXIST CULVS	5	EA	\$350.00	\$1,750.00	\$500.00	\$2,500.00	\$3,890.00	\$19,450.00	\$966.00	\$4,830.00
18D	760-2002	DITCH CLEAN / RESHAPING (SY)	3,768	SY	\$1.20	\$4,521.60	\$0.50	\$1,884.00	\$2.20	\$8,289.60	\$1.80	\$6,782.40
19D	WC 105-001	BIODEGRADABLE EROSION CONTROL LOGS (MULCH)	135	LF	\$8.00	\$1,080.00	\$4.00	\$540.00	\$7.20	\$972.00	\$6.65	\$897.75
20D	WC 101-001	SOIL RIPPING (12")	6,735	SY	\$1.00	\$6,735.00	\$0.30	\$2,020.50	\$0.80	\$5,388.00	\$0.80	\$5,388.00
TOTAL COST ALTERNATE 4 BID ADJUSTED FOR CORRECTNESS					\$287,513.89		\$71,251.65		\$142,052.96		\$129,684.81	
ACTUAL BID PROPOSAL ALTERNATE 4							\$71,251.65		\$142,052.96		\$129,684.81	
ADJUSTMENT DIFFERENCE ALTERNATE 4							\$0.00		\$0.00		\$0.00	

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		JC Evans Construction		Ranger Excavating		Chasco Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
RONALD REAGAN CORRECTIVE MEASURES - ALTERNATE 5												
1E	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY A)	7	CY	\$40.00	\$280.00	\$100.00	\$700.00	\$160.00	\$1,120.00	\$106.00	\$742.00
2E	161-WC01	COMPOST (2") (ECC)	2,023	SY	\$3.25	\$6,574.75	\$2.00	\$4,046.00	\$1.85	\$3,742.55	\$2.10	\$4,248.30
3E	161-WC01A	COMPOST (2") (ECC-A)	23.2	CY	\$18.00	\$417.60	\$27.00	\$626.40	\$33.35	\$773.72	\$30.00	\$696.00
4E	161-WC02	COMPOST (3") (ECC-A)	58	SY	\$4.88	\$283.04	\$12.00	\$696.00	\$2.75	\$159.50	\$2.15	\$124.70
5E	161-WC05	COMPOST (3") (CMT)	133	SY	\$4.88	\$649.04	\$4.00	\$532.00	\$2.20	\$292.60	\$2.50	\$332.50
6E	161-WC01	SEEDING FOR EROSION CONTROL (TYPE 1)	2,000	SY	\$2.95	\$5,900.00	\$0.35	\$700.00	\$0.53	\$1,060.00	\$0.50	\$1,000.00
7E	164-WC01A	SEEDING FOR EROSION CONTROL (TYPE 1-A)	11.2	LB	\$181.06	\$2,027.87	\$75.00	\$840.00	\$50.00	\$560.00	\$48.00	\$537.60
8E	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	607	SY	\$2.95	\$1,790.65	\$1.20	\$728.40	\$0.50	\$303.50	\$0.45	\$273.15
9E	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	2,607	SY	\$2.95	\$7,690.65	\$0.05	\$130.35	\$0.09	\$234.63	\$0.08	\$208.56
10E	164-WC04A	SEEDING FOR EROSION CONTROL (TYPE 4-A)	3.5	LB	\$50.00	\$175.00	\$200.00	\$700.00	\$27.80	\$97.30	\$27.00	\$94.50
11E	168-WC01	VEGETATIVE WATERING	389	MG	\$15.00	\$5,835.00	\$7.00	\$2,723.00	\$15.95	\$6,204.55	\$11.00	\$4,279.00
12E	169-2007	SOIL RETENTION BLANKETS (CL 2) (TY G)	190	SY	\$7.00	\$1,330.00	\$4.00	\$760.00	\$5.55	\$1,054.50	\$5.30	\$1,007.00
13E	480-2001	CLEAN EXIST CULVS	2	EA	\$350.00	\$700.00	\$500.00	\$1,000.00	\$4,445.00	\$8,890.00	\$966.00	\$1,932.00
14E	506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	105	LF	\$17.00	\$1,785.00	\$25.00	\$2,625.00	\$18.35	\$1,926.75	\$16.00	\$1,680.00
15E	760-2002	DITCH CLEAN / RESHAPING (SY)	823	SY	\$1.20	\$987.60	\$1.00	\$823.00	\$2.40	\$1,975.20	\$1.80	\$1,481.40
TOTAL COST ALTERNATE 5 BID ADJUSTED FOR CORRECTNESS					\$36,426.20		\$17,630.15		\$28,394.80		\$18,636.71	
ACTUAL BID PROPOSAL ALTERNATE 5							\$17,630.15		\$28,394.80		\$18,636.71	
ADJUSTMENT DIFFERENCE ALTERNATE 5							\$0.00		\$0.00		\$0.00	
RONALD REAGAN CORRECTIVE MEASURES - ALTERNATE 6												
1F	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY A)	14.5	CY	\$40.00	\$580.00	\$50.00	\$725.00	\$85.00	\$1,232.50	\$80.00	\$1,160.00
2F	161-WC01	COMPOST (2") (ECC)	410	SY	\$3.25	\$1,332.50	\$3.00	\$1,230.00	\$1.85	\$758.50	\$2.10	\$861.00
3F	161-WC01A	COMPOST (2") (ECC-A)	37.5	CY	\$18.00	\$675.00	\$27.00	\$1,012.50	\$33.35	\$1,250.63	\$30.00	\$1,125.00
4F	161-WC02	COMPOST (3") (ECC-A)	182	SY	\$4.88	\$888.16	\$5.00	\$910.00	\$2.75	\$500.50	\$2.15	\$391.30
5F	161-WC06	COMPOST (4") (CMT)	100	SY	\$6.50	\$650.00	\$6.00	\$600.00	\$2.70	\$270.00	\$3.25	\$325.00
6F	161-WC01	SEEDING FOR EROSION CONTROL (TYPE 1)	532	SY	\$2.95	\$1,569.40	\$1.25	\$665.00	\$0.53	\$281.96	\$0.50	\$266.00
7F	164-WC01A	SEEDING FOR EROSION CONTROL (TYPE 1-A)	10.7	LB	\$181.06	\$1,937.34	\$40.00	\$428.00	\$50.00	\$535.00	\$48.00	\$513.60
8F	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	160	SY	\$2.95	\$472.00	\$4.00	\$640.00	\$0.48	\$76.80	\$0.45	\$72.00
9F	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	692	SY	\$2.95	\$2,041.40	\$0.05	\$34.60	\$0.09	\$62.28	\$0.08	\$55.36
10F	164-WC04A	SEEDING FOR EROSION CONTROL (TYPE 4-A)	3.3	LB	\$50.00	\$165.00	\$75.00	\$247.50	\$27.80	\$91.74	\$27.00	\$89.10
11F	168-WC01	VEGETATIVE WATERING	161	MG	\$15.00	\$2,415.00	\$7.00	\$1,127.00	\$15.95	\$2,567.95	\$11.00	\$1,771.00
12F	169-2005	SOIL RETENTION BLANKETS (CL 2) (TY E)	22	SY	\$0.70	\$15.40	\$15.00	\$330.00	\$1.10	\$24.20	\$1.05	\$23.10
13F	432-2041	RIPRAP (STONE COMMON) (DRY) (18 IN)	291.6	CY	\$100.00	\$29,160.00	\$30.00	\$8,748.00	\$100.00	\$29,160.00	\$64.00	\$18,662.40
14F	459-2010	GABION MATTRESSES (GALV) (9 IN)	7.7	CY	\$175.00	\$1,347.50	\$350.00	\$2,695.00	\$185.00	\$1,424.50	\$175.00	\$1,347.50
15F	506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	24	LF	\$17.00	\$408.00	\$30.00	\$720.00	\$23.35	\$560.40	\$16.00	\$384.00
16F	WC 105-001	BIODEGRADEALBE EROSION CONTROL LOGS (MULCH)	15	LF	\$8.00	\$120.00	\$20.00	\$300.00	\$7.20	\$108.00	\$6.60	\$99.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		JC Evans Construction		Ranger Excavating		Chasco Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
		TOTAL COST ALTERNATE 6 BID ADJUSTED FOR CORRECTNESS				\$43,776.70		\$20,412.60		\$38,904.96		\$27,145.36
		ACTUAL BID PROPOSAL ALTERNATE 6						\$20,412.60		\$38,904.96		\$27,145.36
		ADJUSTMENT DIFFERENCE ALTERNATE 6						\$0.00		\$0.00		\$0.00
		Acknowledgment of Addenda										
		Addendum No. 1:						Yes		Yes		Yes
		Addendum No. 2:						Yes		Yes		Yes
		Addendum No. 3:						Yes		Yes		Yes
		BID BOND & INSURANCE						Yes		Yes		Yes
		Conflict of Interest Statement						Yes		Yes		Yes
		Disclosure of Lobbing Activities						Yes		Yes		Yes
		References (Minimum of Three)						Yes		Yes		Yes

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	FTWoods Construction		SEMA Construction		Cash Construction		RGM Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-2002	PREP ROW	278	STA	\$958.00	\$266,324.00	\$1,100.00	\$305,800.00	\$1,050.00	\$291,900.00	\$1,770.00	\$492,060.00
2	103-2001	DISPOSAL OF WATER WELL	1	EA	\$5,200.00	\$5,200.00	\$2,300.00	\$2,300.00	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00
3	110-2004	EXCAVATION (RDWY & CHAN)	86,769	CY	\$6.85	\$594,367.65	\$6.00	\$520,614.00	\$5.00	\$433,845.00	\$3.20	\$277,660.80
4	132-2004	EMBAK (FINAL) (DENS CONT) (TY B) (CL 3)	131,978	CY	\$4.85	\$640,093.30	\$3.12	\$411,771.36	\$3.25	\$428,928.50	\$4.25	\$560,906.50
5	110-2003	EXCAVATION (SPECIAL) (YEARWOOD UNDERPASS)	12,222	CY	\$22.00	\$268,884.00	\$8.50	\$103,887.00	\$5.25	\$64,165.50	\$5.60	\$68,443.20
6	160-WC01	FURN AND PLAC TPSL (CL 2) (4 IN)	266,041	SY	\$0.78	\$207,511.98	\$0.60	\$159,624.60	\$0.50	\$133,020.50	\$0.71	\$188,889.11
7	164-WC01	TABLE 1-TYPE 1 SEED (PERM)	288,491	SY	\$0.50	\$144,245.50	\$0.50	\$144,245.50	\$0.60	\$173,094.60	\$0.30	\$86,547.30
8	164-WC03	TABLE 3-TYPE 3 SEED (PERM)	42,711	SY	\$0.45	\$19,219.95	\$0.45	\$19,219.95	\$0.60	\$25,626.60	\$0.27	\$11,531.97
9	164-WC04	TABLE 4-TYPE 4 SEED (PERM)	331,202	SY	\$0.13	\$43,056.26	\$0.12	\$39,744.24	\$0.20	\$66,240.40	\$0.08	\$26,496.16
10	164-WC02	3" EROSION CONTROL COMPOST (ECC)	266,041	SY	\$2.10	\$558,686.10	\$2.12	\$564,006.92	\$2.25	\$598,592.25	\$2.60	\$691,706.60
11	164-WC06	4" COMPOST MANUFACTURED TOPSOIL (CMT)	65,161	SY	\$1.10	\$71,677.10	\$1.10	\$71,677.10	\$1.65	\$107,515.65	\$1.65	\$107,515.65
12	168-WC01	VEGETATIVE WATERING	52,264	MG	\$7.15	\$373,687.60	\$10.00	\$522,640.00	\$5.00	\$261,320.00	\$0.01	\$522.64
13	169-2005	SOIL RETENTION BLANKET (CL 2) (TY E)	42,711	SY	\$1.05	\$44,846.55	\$1.00	\$42,711.00	\$1.00	\$42,711.00	\$1.70	\$72,608.70
14	247-2385	FL BS (COMPL IN PL) (TY A GR 5) (10") YEARWOOD UNDERPASS	1,040	SY	\$8.00	\$8,320.00	\$7.50	\$7,800.00	\$10.00	\$10,400.00	\$12.00	\$12,480.00
15	247-2366	FL BS (COMPL IN PL) (TY A GR 5) (FNAL POS)	69,020	CY	\$17.75	\$1,225,105.00	\$18.00	\$1,242,360.00	\$24.00	\$1,656,480.00	\$19.00	\$1,311,380.00
16	310-2002	PRIME COAT (AE-P)	27,003	GAL	\$3.15	\$85,059.45	\$3.40	\$91,810.20	\$3.91	\$105,581.73	\$3.15	\$85,059.45
17	316-2416	AGGR (TY-D GR-4)	1,436	CY	\$57.25	\$82,211.00	\$52.00	\$74,672.00	\$65.00	\$93,340.00	\$58.00	\$83,288.00
18	316-2693	ASPH (CHFRS-2P, HFRS-2P OR CRS-2P)	60,309	GAL	\$2.95	\$177,911.55	\$3.10	\$186,957.90	\$3.00	\$180,927.00	\$2.95	\$177,911.55
19	341-2011	D - GR HMA (QAQC) TY - B PG64-22	21,067	TON	\$47.85	\$1,008,055.95	\$46.00	\$969,082.00	\$50.00	\$1,053,350.00	\$48.50	\$1,021,749.50
20	341-2048	D - GR HMA (QAQC) TY - C SAC-B PG70-22	33,206	TON	\$48.95	\$1,625,433.70	\$49.00	\$1,627,094.00	\$55.00	\$1,826,330.00	\$49.50	\$1,643,697.00
21	351-2006	FLEXIBLE PAVEMENT STRUCTURE REPAIR (10")	4,500	SY	\$36.75	\$165,375.00	\$31.00	\$139,500.00	\$33.00	\$148,500.00	\$46.00	\$207,000.00
22	402-2002	TRENCH EXCAV PROTECTION (LARGE CULV)	1,111	LF	\$1.05	\$1,166.55	\$2.90	\$3,221.90	\$0.50	\$555.50	\$2.25	\$2,499.75
23	402-2001	TRENCH EXCAV PROTECTION (STORM DRAIN)	175	LF	\$1.05	\$183.75	\$18.00	\$3,150.00	\$0.50	\$87.50	\$4.50	\$787.50
24	416-2001	DRILL SHAFT (18 IN)	221	LF	\$33.75	\$7,458.75	\$47.00	\$10,387.00	\$85.00	\$18,785.00	\$55.00	\$12,155.00
25	416-2003	DRILL SHAFT (30 IN)	464	LF	\$89.50	\$41,528.00	\$110.00	\$51,040.00	\$145.00	\$67,280.00	\$102.00	\$47,328.00
26	416-2004	DRILL SHAFT (36 IN)	264	LF	\$126.00	\$33,264.00	\$140.00	\$36,960.00	\$165.00	\$43,560.00	\$125.00	\$33,000.00
27	420-2033	CLASS S CONC (APPR SLAB)	146	CY	\$350.00	\$51,100.00	\$330.00	\$48,180.00	\$330.00	\$48,180.00	\$340.00	\$49,640.00
28	420-2041	CL C CONC (ABUT)	136	CY	\$477.00	\$64,872.00	\$530.00	\$72,080.00	\$655.00	\$89,080.00	\$500.00	\$68,000.00
29	420-2042	CL C CONC (BENT)	105	CY	\$554.00	\$58,170.00	\$580.00	\$60,900.00	\$750.00	\$78,750.00	\$735.00	\$77,175.00
30	422-2001	REINF CONC SLAB	21,925	SF	\$12.50	\$274,062.50	\$14.00	\$306,950.00	\$14.00	\$306,950.00	\$14.15	\$310,238.75
31	425-2004	PRESTR CONC BEAM (TY IV)	695	LF	\$97.00	\$67,415.00	\$120.00	\$83,400.00	\$119.43	\$83,003.85	\$100.00	\$69,500.00
32	425-2003	PRESTR CONC BEAM (TY C)	2,357	LF	\$86.00	\$202,702.00	\$110.00	\$259,270.00	\$120.44	\$283,877.08	\$98.00	\$230,986.00
33	428-2001	CONC SURF TREAT	2,934	SY	\$1.05	\$3,080.70	\$1.20	\$3,520.80	\$3.00	\$8,802.00	\$1.50	\$4,401.00
34	423-2012	RETAINING WALL (RW 1 (L) A)	38	SF	\$142.00	\$5,396.00	\$130.00	\$4,940.00	\$70.00	\$2,660.00	\$130.00	\$4,940.00
35	432-2002	RIPRAP (CONC) (5 IN)	34	CY	\$235.00	\$7,990.00	\$300.00	\$10,200.00	\$281.00	\$9,554.00	\$365.00	\$12,410.00
36	432-2072	RIPRAP (CONC) (CL B) (RR 8)	227	CY	\$317.00	\$71,959.00	\$300.00	\$68,100.00	\$280.00	\$63,560.00	\$330.00	\$74,910.00
37	454-2004	STR STL (ARMOR JOINT)	274	LF	\$70.00	\$19,180.00	\$73.00	\$20,002.00	\$90.00	\$24,660.00	\$78.00	\$21,372.00
38	450-2007	RAIL (TY T501)	534	LF	\$40.00	\$21,360.00	\$67.00	\$35,778.00	\$75.00	\$40,050.00	\$66.00	\$35,244.00
39	450-2008	RAIL (TY T502)	419	LF	\$81.00	\$33,939.00	\$69.00	\$28,911.00	\$80.00	\$33,520.00	\$68.00	\$28,492.00
40	450-2009	RAIL (TY C502)	120	LF	\$120.00	\$14,400.00	\$88.00	\$10,560.00	\$140.00	\$16,800.00	\$100.00	\$12,000.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	FTWoods Construction		SEMA Construction		Cash Construction		RGM Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
41	450-2044	RAIL (PEDESTRIAN) TYPE PDR-06-TYPE E	157	LF	\$100.00	\$15,700.00	\$98.00	\$15,386.00	\$75.00	\$11,775.00	\$45.00	\$7,065.00
42	529-2004	CONC CURB & GUTTER (TY II)	38	LF	\$15.00	\$570.00	\$31.00	\$1,178.00	\$30.00	\$1,140.00	\$33.00	\$1,254.00
43	540-2001	MTL BEAM GD FEN (12 GA) (TIM POST)	2,519	LFF	\$16.00	\$40,304.00	\$14.00	\$35,266.00	\$18.00	\$45,342.00	\$18.15	\$45,719.85
44	544-2006	SINGLE GRD RAIL TERM (TY III)	14	EA	\$2,250.00	\$31,500.00	\$1,900.00	\$26,600.00	\$1,800.00	\$25,200.00	\$2,400.00	\$33,600.00
45	540-2011	MTL BEAM GD FEN TRANS (THRIE BEAM)	8	EA	\$1,050.00	\$8,400.00	\$1,200.00	\$9,600.00	\$990.00	\$7,920.00	\$1,400.00	\$11,200.00
46	459-2011	12" GABION MATTRESS	3,176	SY	\$36.00	\$114,336.00	\$35.00	\$111,160.00	\$55.00	\$174,680.00	\$52.00	\$165,152.00
47	432-2040	RIPRAP (CONC) (CL B) (MOW STRIP)	187	CY	\$338.00	\$63,206.00	\$340.00	\$63,580.00	\$360.00	\$67,320.00	\$320.00	\$59,840.00
48	432-2084	REIN. CONC RIPRAP (CONC) (CL B) (DITCH BACKSLOPE)	2	CY	\$570.00	\$1,140.00	\$570.00	\$1,140.00	\$550.00	\$1,100.00	\$1,000.00	\$2,000.00
49	462-2031	CONC BOX CULV (10 FT X 7 FT)	480	LF	\$440.00	\$211,200.00	\$390.00	\$187,200.00	\$475.00	\$228,000.00	\$355.00	\$170,400.00
50	462-2007	CONC BOX CULV (5 FT X 3 FT)	1,000	LF	\$155.00	\$155,000.00	\$200.00	\$200,000.00	\$170.00	\$170,000.00	\$160.00	\$160,000.00
51	WC200-002	CONCRETE ARCH (20 FT X 5 FT)	127	LF	\$1,375.00	\$174,625.00	\$1,400.00	\$177,800.00	\$1,600.00	\$203,200.00	\$1,410.00	\$179,070.00
52	464-2021	RC PIPE (CL IV) 18 IN (CULVERTS)	316	LF	\$29.00	\$9,164.00	\$47.00	\$14,852.00	\$39.00	\$12,324.00	\$39.00	\$12,324.00
53	464-2003	RC PIPE (CL III) 18 IN (STORM DRAIN)	18	LF	\$37.00	\$666.00	\$120.00	\$2,160.00	\$38.00	\$684.00	\$80.00	\$1,440.00
54	464-2005	RC PIPE (CL III) 24 IN (STORM DRAIN)	157	LF	\$47.00	\$7,379.00	\$55.00	\$8,635.00	\$40.00	\$6,280.00	\$58.00	\$9,106.00
55	464-2007	RC PIPE (CL III) 30 IN (CULVERTS)	941	LF	\$56.00	\$52,696.00	\$56.00	\$52,696.00	\$50.00	\$47,050.00	\$55.00	\$51,755.00
56	464-2009	RC PIPE (CL III) 36 IN (CULVERTS)	267	LF	\$72.00	\$19,224.00	\$78.00	\$20,826.00	\$63.00	\$16,821.00	\$73.00	\$19,491.00
57	464-2010	RC PIPE (CL III) 42 IN (CULVERTS)	309	LF	\$87.00	\$26,883.00	\$100.00	\$30,900.00	\$77.00	\$23,793.00	\$92.00	\$28,428.00
58	466-2069	HEADWALL (CH-FW-0) (DIA=36 IN)	2	EA	\$6,700.00	\$13,400.00	\$6,300.00	\$12,600.00	\$8,200.00	\$16,400.00	\$8,500.00	\$17,000.00
59	466-2024	WINGWALL (FW-0)(HW=9')(5-10'X7')	2	EA	\$12,600.00	\$25,200.00	\$17,600.00	\$35,200.00	\$21,800.00	\$43,600.00	\$25,000.00	\$50,000.00
60	466-2082	HEADWALL (CH-FW-15)(3-DIA=30")	2	EA	\$6,600.00	\$13,200.00	\$4,900.00	\$9,800.00	\$6,300.00	\$12,600.00	\$6,800.00	\$13,600.00
61	466-2082	HEADWALL (CH-FW-15)(4-DIA=30")	2	EA	\$6,600.00	\$13,200.00	\$5,300.00	\$10,600.00	\$7,400.00	\$14,800.00	\$7,500.00	\$15,000.00
62	466-2034	WINGWALL (FW-S)(HW=5')(3-5'X3')	2	EA	\$9,000.00	\$18,000.00	\$7,300.00	\$14,600.00	\$8,600.00	\$17,200.00	\$12,600.00	\$25,200.00
63	466-2034	WINGWALL (FW-S)(HW=5')(4-5'X3')	2	EA	\$8,800.00	\$17,600.00	\$7,700.00	\$15,400.00	\$8,000.00	\$16,000.00	\$13,500.00	\$27,000.00
64	WC200-002	CONCRETE ARCH WINGWALL (20 FT X 5 FT)	2	EA	\$9,100.00	\$18,200.00	\$2,900.00	\$5,800.00	\$37,100.00	\$74,200.00	\$14,000.00	\$28,000.00
65	466-2100	HEADWALL (CH-FW-30)(DIA=42")	2	EA	\$7,100.00	\$14,200.00	\$12,900.00	\$25,800.00	\$8,300.00	\$16,600.00	\$8,500.00	\$17,000.00
66	467-2234	SAFETY END TREAT (TY II) (18 IN) (RCP)	2	EA	\$830.00	\$1,660.00	\$1,600.00	\$3,200.00	\$1,100.00	\$2,200.00	\$1,600.00	\$3,200.00
67	467-2224	SAFETY END TREAT (TY II) (24 IN) (RCP)	2	EA	\$883.00	\$1,766.00	\$1,600.00	\$3,200.00	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00
68	500-2001	MOBILIZATION	1	LS	\$235,000.00	\$235,000.00	\$550,000.00	\$550,000.00	\$288,400.00	\$288,400.00	\$1,100,000.00	\$1,100,000.00
69	502-2001	BARRICADES, SIGNS AND TRAF HANDLE	18	MO	\$3,200.00	\$57,600.00	\$500.00	\$9,000.00	\$900.00	\$16,200.00	\$1,300.00	\$23,400.00
70	618-2024	CONDUIT (4" SCH 40 PVC WITH PULL STRING)	1,552	LF	\$13.50	\$20,952.00	\$11.00	\$17,072.00	\$14.00	\$21,728.00	\$11.50	\$17,848.00
71	644-2001	INS SM RD SN SUP & AM TY 10BWG (1) SA (P)	30	EA	\$317.00	\$9,510.00	\$360.00	\$10,800.00	\$340.00	\$10,200.00	\$325.00	\$9,750.00
72	644-2004	INS SM RD SN SUP & AM TY 10BWG (1) SA (T)	6	EA	\$358.00	\$2,148.00	\$390.00	\$2,340.00	\$385.00	\$2,310.00	\$365.00	\$2,190.00
73	644-2006	INS SM RD SN SUP & AM TY 10BWG (1) SA (U)	2	EA	\$566.00	\$1,132.00	\$580.00	\$1,160.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00
74	644-2027	INS SM RD SN SUP & AM TY S80 (1) SA (U)	12	EA	\$780.00	\$9,360.00	\$530.00	\$6,360.00	\$825.00	\$9,900.00	\$800.00	\$9,600.00
75	658-2314	OBJ MRK ASM (OM-2X) (WC) (GND)	19	EA	\$46.00	\$874.00	\$36.00	\$684.00	\$50.00	\$950.00	\$48.00	\$912.00
76	658-2258	INS DEL ASSM (D - SW) SZ (TYC) CTB	24	EA	\$13.00	\$312.00	\$8.00	\$192.00	\$15.00	\$360.00	\$14.00	\$336.00
77	658-2260	INS DEL ASSM (D - SW) SZ (TYC) GF1	48	EA	\$15.50	\$744.00	\$8.00	\$384.00	\$17.00	\$816.00	\$16.00	\$768.00
78	666-2002	REFL PAV MRK TY I (W) (4IN) (BRK)(.090MIL)	9,560	LF	\$0.32	\$3,059.20	\$0.40	\$3,824.00	\$0.35	\$3,346.00	\$0.44	\$4,206.40
79	666-2011	REFL PAV MRK TY I (W) (4IN) (SLD) (.090MIL)	94,128	LF	\$0.32	\$30,120.96	\$0.40	\$37,651.20	\$0.35	\$32,944.80	\$0.39	\$36,709.92
80	666-2035	REFL PAV MRK TY I (W) (8IN) (SLD) (.090MIL)	12,800	LF	\$0.65	\$8,320.00	\$0.80	\$10,240.00	\$0.70	\$8,960.00	\$0.81	\$10,368.00
81	666-2041	REFL PAV MRK TY I (W) (12IN) (SLD) (.090MIL)	900	LF	\$3.05	\$2,745.00	\$2.90	\$2,610.00	\$3.25	\$2,925.00	\$3.00	\$2,700.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	FTWoods Construction		SEMA Construction		Cash Construction		RGM Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
82	666-2047	REFL PAV MRK TY I (W) (24IN) (SLD) (.090MIL)	470	LF	\$6.15	\$2,890.50	\$6.00	\$2,820.00	\$6.50	\$3,055.00	\$6.10	\$2,867.00
83	666-2053	REFL PAV MRK TY I (W) (ARROW) (SLD) (.090MIL)	6	EA	\$98.00	\$588.00	\$83.00	\$498.00	\$105.00	\$630.00	\$85.00	\$510.00
84	666-2095	REFL PAV MRK TY I (W) (WORD) (SLD) (.090MIL)	6	EA	\$156.00	\$936.00	\$100.00	\$600.00	\$165.00	\$990.00	\$105.00	\$630.00
85	666-2110	REFL PAV MRK TY I (Y) (4IN) (SLD) (.090MIL)	81,578	LF	\$0.31	\$25,289.18	\$0.40	\$32,631.20	\$0.35	\$28,552.30	\$0.39	\$31,815.42
86	666-2104	REFL PAV MRK TY I (Y) (4IN) (BRK) (.090MIL)	2,390	LF	\$0.32	\$764.80	\$0.45	\$1,075.50	\$0.35	\$836.50	\$0.45	\$1,075.50
87	666-2047	REFL PAV MRK TY I (W) (24IN) (SLD) (.090MIL)	154	LF	\$6.15	\$947.10	\$4.90	\$754.60	\$6.50	\$1,001.00	\$4.95	\$762.30
88	666-2145	REFL PAV MRK TY II (W) (4IN) (SLD)	55,870	LF	\$0.11	\$6,145.70	\$0.10	\$5,587.00	\$0.12	\$6,704.40	\$0.12	\$6,704.40
89	666-2178	REFL PAV MRK TY II (Y) (4IN) (SLD)	43,320	LF	\$0.11	\$4,765.20	\$0.10	\$4,332.00	\$0.12	\$5,198.40	\$0.12	\$5,198.40
90	666-2176	REFL PAV MRK TY II (Y) (4IN) (BRK)	2,390	LF	\$0.11	\$262.90	\$0.15	\$358.50	\$0.12	\$286.80	\$0.14	\$334.60
91	666-2157	REFL PAV MRK TY II (W) (24IN) (SLD)	154	LF	\$2.10	\$323.40	\$1.30	\$200.20	\$2.25	\$346.50	\$1.40	\$215.60
92	672-2012	RAIS PAV MRKR TY I - C	640	EA	\$3.00	\$1,920.00	\$2.80	\$1,792.00	\$3.00	\$1,920.00	\$2.90	\$1,856.00
93	672-2015	RAIS REFL PAV MRKR CL B (REFL) TY II - A - A	694	EA	\$3.00	\$2,082.00	\$2.80	\$1,943.20	\$3.00	\$2,082.00	\$2.90	\$2,012.60
94	5445-2001	TYPE III BARRICADE	160	LF	\$22.00	\$3,520.00	\$24.00	\$3,840.00	\$20.00	\$3,200.00	\$23.00	\$3,680.00
95	506-2002	ROCK FILTER DAMS (TY 2)	1,188	LF	\$15.00	\$17,820.00	\$15.00	\$17,820.00	\$10.00	\$11,880.00	\$17.25	\$20,493.00
96	506-2009	ROCK FILTER DAMS (REMOV)(TY 2)	1,188	LF	\$4.50	\$5,346.00	\$4.40	\$5,227.20	\$3.00	\$3,564.00	\$8.50	\$10,098.00
97	506-2016	CONSTRUCT EXIT INSTALL (TY 1)	1,165	SY	\$6.25	\$7,281.25	\$6.00	\$6,990.00	\$6.50	\$7,572.50	\$10.25	\$11,941.25
98	506-2017	CONSTRUCT EXIT (REMOV)(TY 1)	1,165	SY	\$4.40	\$5,126.00	\$4.40	\$5,126.00	\$2.50	\$2,912.50	\$4.25	\$4,951.25
99	WC105-001	BIODEGRADABLE EROSION CONTROL LOG	33,322	LF	\$6.50	\$216,593.00	\$6.50	\$216,593.00	\$5.75	\$191,601.50	\$5.30	\$176,606.60
100	506-2004	PERMANENT ROCK FILTER DAMS (TY 4)(SACK GABION)	1,080	LF	\$26.00	\$28,080.00	\$26.00	\$28,080.00	\$10.00	\$10,800.00	\$23.75	\$25,650.00
101	506-2048	DIVERSION DIKE	223	LF	\$2.00	\$446.00	\$26.00	\$5,798.00	\$6.00	\$1,338.00	\$20.00	\$4,460.00
102	506-2020	DIVERSION DIKE (REMOV)	155	CY	\$3.25	\$503.75	\$10.00	\$1,550.00	\$4.00	\$620.00	\$12.00	\$1,860.00
103	WC-192	EASTERN GAMAGRASS LIVE ROOT PLANTS	2,882	SY	\$0.70	\$2,017.40	\$0.65	\$1,873.30	\$4.00	\$11,528.00	\$0.70	\$2,017.40
104	550-XXXX	CONSTRUCTION FENCING	1,687	LF	\$7.25	\$12,230.75	\$2.60	\$4,386.20	\$2.00	\$3,374.00	\$5.25	\$8,856.75
105	550-XXXX	CONSTRUCTION FENCING (REMOV)	1,687	LF	\$7.25	\$12,230.75	\$0.50	\$843.50	\$1.00	\$1,687.00	\$1.35	\$2,277.45
106	421-2001	3500 PSI FLOWABLE CEMENT	33	CY	\$63.00	\$2,079.00	\$98.00	\$3,234.00	\$150.00	\$4,950.00	\$110.00	\$3,630.00
107	3129-2001	GEOSYNTHETIC CLAY LINER	25,425	SF	\$0.70	\$17,797.50	\$2.20	\$55,935.00	\$2.00	\$50,850.00	\$0.86	\$21,865.50
RONALD REAGAN CORRECTIVE MEASURES - INCLUDED IN BASE BID												
108	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY A)	2,184.9	CY	\$9.75	\$21,302.78	\$12.00	\$26,218.80	\$12.00	\$26,218.80	\$9.00	\$19,664.10
109	158-2005	SPEC EXCAV WORK (ORIGINAL)	400.5	CY	\$5.00	\$2,002.50	\$9.00	\$3,604.50	\$15.00	\$6,007.50	\$19.00	\$7,609.50
110	161-WC01	COMPOST (2") (ECC)	16,896	SY	\$2.00	\$33,792.00	\$2.00	\$33,792.00	\$2.00	\$33,792.00	\$1.75	\$29,568.00
111	161-WC01A	COMPOST (2") (ECC-A)	433.6	CY	\$29.00	\$12,574.40	\$29.00	\$12,574.40	\$30.00	\$13,008.00	\$32.00	\$13,875.20
112	161-WC02	COMPOST (3") (ECC)	11,988	SY	\$2.15	\$25,774.20	\$2.10	\$25,174.80	\$2.50	\$29,970.00	\$2.65	\$31,768.20
113	161-WC02A	COMPOST (3") (ECC-A)	22.2	CY	\$29.00	\$643.80	\$29.00	\$643.80	\$35.00	\$777.00	\$38.00	\$843.60
114	161-WC05	COMPOST (3") (CMT)	9,181	SY	\$2.45	\$22,493.45	\$1.00	\$9,181.00	\$2.00	\$18,362.00	\$2.00	\$18,362.00
115	161-WC05A	COMPOST (3") (CMT-A)	181.0	CY	\$29.00	\$5,249.00	\$29.00	\$5,249.00	\$30.00	\$5,430.00	\$33.00	\$5,973.00
116	161-WC06	COMPOST (4") (CMT)	15,303	SY	\$3.20	\$48,969.60	\$1.10	\$16,833.30	\$2.25	\$34,431.75	\$2.15	\$32,901.45
117	164-WC01	SEEDING FOR EROSION CONTROL (TYPE 1)	46,151	SY	\$0.50	\$23,075.50	\$0.50	\$23,075.50	\$0.60	\$27,690.60	\$0.31	\$14,306.81
118	164-WC01A	SEEDING FOR EROSION CONTROL (TYPE 1-A)	226.8	LB	\$46.00	\$10,432.80	\$46.00	\$10,432.80	\$40.00	\$9,072.00	\$37.00	\$8,391.60
119	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	9,317	SY	\$0.40	\$3,726.80	\$0.35	\$3,260.95	\$0.60	\$5,590.20	\$0.28	\$2,608.76
120	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	55,468	SY	\$0.10	\$5,546.80	\$0.10	\$5,546.80	\$0.20	\$11,093.60	\$0.08	\$4,437.44

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	FTWoods Construction		SEMA Construction		Cash Construction		RGM Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
121	164-WC04A	SEEDING FOR EROSION CONTROL (TYPE 4-A)	70.7	LB	\$26.00	\$1,838.20	\$26.00	\$1,838.20	\$35.00	\$2,474.50	\$8.00	\$565.60
122	168-WC01	VEGETATIVE WATERING	8,200	MG	\$7.25	\$59,450.00	\$10.00	\$82,000.00	\$6.00	\$49,200.00	\$13.50	\$110,700.00
123	169-2005	SOIL RETENTION BLANKETS (CL 2) (TY E)	11,337	SY	\$1.05	\$11,903.85	\$1.00	\$11,337.00	\$1.00	\$11,337.00	\$1.60	\$18,139.20
124	169-2007	SOIL RETENTION BLANKETS (CL 2) (TY G)	6,145	SY	\$5.20	\$31,954.00	\$5.00	\$30,725.00	\$5.00	\$30,725.00	\$4.65	\$28,574.25
125	432-2041	RIPRAP (STONE COMMON) (DRY) (18 IN)	844.8	CY	\$68.00	\$57,446.40	\$33.00	\$27,878.40	\$55.00	\$46,464.00	\$103.00	\$87,014.40
126	459-2010	GABION MATTRESSES (GALV) (9 IN)	39.2	CY	\$172.00	\$6,742.40	\$150.00	\$5,880.00	\$160.00	\$6,272.00	\$165.00	\$6,468.00
127	480-2001	CLEAN EXIST CULVS	9	EA	\$250.00	\$2,250.00	\$1,900.00	\$17,100.00	\$615.00	\$5,535.00	\$1,700.00	\$15,300.00
128	506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	359	LF	\$15.00	\$5,385.00	\$15.00	\$5,385.00	\$10.00	\$3,590.00	\$17.50	\$6,282.50
129	506-2044	ROCK FILTER DAMS (INSTALL) (TYP 5) (BELOW GRADE CHECK DAMS)	206.5	CY	\$165.00	\$34,072.50	\$170.00	\$35,105.00	\$25.00	\$5,162.50	\$95.00	\$19,617.50
130	734-2001	LITTER REMOVAL	0.5	AC	\$3,000.00	\$1,500.00	\$3,166.40	\$1,583.20	\$1,000.00	\$500.00	\$2,000.00	\$1,000.00
131	760-2002	DITCH CLEAN / RESHAPING (SY)	10,224	SY	\$1.45	\$14,824.80	\$1.30	\$13,291.20	\$1.00	\$10,224.00	\$2.00	\$20,448.00
132	WC105-001	BIODEGRADABLE EROSION CONTROL LOGS (MULCH)	1,176	LF	\$6.50	\$7,644.00	\$6.50	\$7,644.00	\$5.50	\$6,468.00	\$5.50	\$6,468.00
133	WC101-001	SOIL RIPPING (12")	6,946	SY	\$0.75	\$5,209.50	\$0.45	\$3,125.70	\$0.50	\$3,473.00	\$0.80	\$5,556.80
TOTAL COST ADJUSTED FOR CORRECTNESS					\$10,878,585.51		\$10,940,933.42		\$11,351,401.31		\$11,477,679.23	
ACTUAL BID PROPOSAL					\$10,878,585.51		\$10,940,933.22		\$11,340,255.31		\$11,477,678.83	
ADJUSTMENT DIFFERENCE					\$0.00		\$0.20		\$11,146.00		\$0.40	
RONALD REAGAN CORRECTIVE MEASURES - ALTERNATE 1												
1A	158-2005	SPEC EXCAV WORK (ORIGINAL)	510.9	CY	\$5.00	\$2,554.50	\$7.00	\$3,576.30	\$15.00	\$7,663.50	\$22.00	\$11,239.80
2A	161-WC01	COMPOST (2") (ECC)	1,746	SY	\$2.00	\$3,492.00	\$2.00	\$3,492.00	\$2.00	\$3,492.00	\$1.75	\$3,055.50
3A	161-WC02	COMPOST (3") (ECC)	249	SY	\$2.15	\$535.35	\$2.10	\$522.90	\$2.50	\$622.50	\$2.65	\$659.85
4A	164-WC01	SEEDING FOR EROSION CONTROL (TYPE 1)	1,588	SY	\$0.50	\$794.00	\$0.50	\$794.00	\$0.65	\$1,032.20	\$0.31	\$492.28
5A	164-WC01A	SEEDING FOR EROSION CONTROL (TYPE 1-A)	2.3	LB	\$68.00	\$156.40	\$67.00	\$154.10	\$40.00	\$92.00	\$59.00	\$135.70
6A	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	462	SY	\$0.45	\$207.90	\$0.45	\$207.90	\$0.65	\$300.30	\$0.27	\$124.74
7A	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	2,050	SY	\$0.10	\$205.00	\$0.10	\$205.00	\$0.20	\$410.00	\$0.08	\$164.00
8A	164-WC04A	SEEDING FOR EROSION CONTROL (TYPE 4-A)	0.7	LB	\$26.00	\$18.20	\$25.83	\$18.08	\$36.00	\$25.20	\$8.05	\$5.64
9A	168-WC01	VEGETATIVE WATERING	258	MG	\$8.85	\$2,283.30	\$10.00	\$2,580.00	\$6.00	\$1,548.00	\$24.00	\$6,192.00
10A	169-2007	SOIL RETENTION BLANKETS (CL 2) (TY G)	1,781	SY	\$5.20	\$9,261.20	\$5.00	\$8,905.00	\$5.50	\$9,795.50	\$4.70	\$8,370.70
11A	432-2041	RIPRAP (STONE COMMON) (DRY) (18 IN)	182.1	CY	\$68.00	\$12,382.80	\$33.00	\$6,009.30	\$55.00	\$10,015.50	\$110.00	\$20,031.00
12A	459-2010	GABION MATTRESSES (GALV) (9 IN)	150.7	CY	\$172.00	\$25,920.40	\$110.00	\$16,577.00	\$150.00	\$22,605.00	\$156.00	\$23,509.20
13A	480-2001	CLEAN EXIST CULVS	4	EA	\$250.00	\$1,000.00	\$1,800.00	\$7,200.00	\$550.00	\$2,200.00	\$2,200.00	\$8,800.00
TOTAL COST OF ALTERNATE 1 BID ADJUSTED FOR CORRECTNESS					\$58,811.05		\$50,241.58		\$59,801.70		\$82,780.41	
ACTUAL BID PROPOSAL ALTERNATE 1					\$58,811.05		\$50,242.10		\$59,801.70		\$82,780.57	
ADJUSTMENT DIFFERENCE ALTERNATE 1					\$0.00		(\$0.52)		\$0.00		(\$0.16)	

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	FTWoods Construction		SEMA Construction		Cash Construction		RGM Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
RONALD REAGAN CORRECTIVE MEASURES - ALTERNATE 2												
1B	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY A)	48.3	CY	\$9.75	\$470.93	\$28.00	\$1,352.40	\$12.00	\$579.60	\$49.00	\$2,366.70
2B	161-WC02	COMPOST (3") (ECC)	193	SY	\$2.15	\$414.95	\$2.10	\$405.30	\$2.50	\$482.50	\$2.15	\$414.95
3B	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	673	SY	\$0.45	\$302.85	\$0.45	\$302.85	\$0.65	\$437.45	\$0.28	\$188.44
4B	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	673	SY	\$0.10	\$67.30	\$0.10	\$67.30	\$0.20	\$134.60	\$0.08	\$53.84
5B	168-WC01	VEGETATIVE WATERING	79.0	MG	\$8.85	\$699.15	\$10.00	\$790.00	\$6.00	\$474.00	\$30.00	\$2,370.00
6B	169-2007	SOIL RETENTION BLANKETS (CL 3) (TY G)	193	SY	\$5.20	\$1,003.60	\$5.00	\$965.00	\$5.25	\$1,013.25	\$4.75	\$916.75
7B	432-2041	RIPRAP (STONE COMMON) (DRY) (18 IN)	89.5	CY	\$62.00	\$5,549.00	\$40.00	\$3,580.00	\$55.00	\$4,922.50	\$116.00	\$10,382.00
8B	459-2010	GABION MATTRESSES (GALV) (9 IN)	8.4	CY	\$172.00	\$1,444.80	\$240.00	\$2,016.00	\$160.00	\$1,344.00	\$162.00	\$1,360.80
TOTAL COST ALTERNATE 2 BID ADJUSTED FOR CORRECTNESS					\$9,952.58		\$9,478.85		\$9,387.90		\$18,053.48	
ACTUAL BID PROPOSAL ALTERNATE 2					\$9,952.58		\$9,478.85		\$9,387.90		\$18,053.48	
ADJUSTMENT DIFFERENCE ALTERNATE 2					\$0.00		\$0.00		\$0.00		\$0.00	
RONALD REAGAN CORRECTIVE MEASURES - ALTERNATE 3												
1C	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY A)	610.3	CY	\$9.75	\$5,950.43	\$14.00	\$8,544.20	\$12.00	\$7,323.60	\$42.00	\$25,632.60
2C	158-2005	SPEC EXCAV WORK (ORIGINAL)	39.9	CY	\$5.00	\$199.50	\$45.00	\$1,795.50	\$15.00	\$598.50	\$84.00	\$3,351.60
3C	161-WC01	COMPOST (2") (ECC)	1,831	SY	\$2.00	\$3,662.00	\$2.00	\$3,662.00	\$2.00	\$3,662.00	\$1.80	\$3,295.80
4C	161-WC01A	COMPOST (2") (ECC-A)	70	CY	\$29.00	\$2,030.00	\$29.00	\$2,030.00	\$30.00	\$2,100.00	\$32.00	\$2,240.00
5C	161-WC02	COMPOST (3") (ECC)	2,680	SY	\$2.15	\$5,762.00	\$2.10	\$5,628.00	\$2.50	\$6,700.00	\$3.00	\$8,040.00
6C	161-WC02A	COMPOST (3") (ECC-A)	149.6	CY	\$29.00	\$4,338.40	\$29.00	\$4,338.40	\$33.00	\$4,936.80	\$32.00	\$4,787.20
7C	164-WC01	SEEDING FOR EROSION CONTROL (TYPE 1)	2,094	SY	\$0.50	\$1,047.00	\$0.50	\$1,047.00	\$2.50	\$5,235.00	\$0.31	\$649.14
8C	164-WC01A	SEEDING FOR EROSION CONTROL (TYPE 1-A)	56.6	LB	\$47.00	\$2,660.20	\$46.00	\$2,603.60	\$40.00	\$2,264.00	\$16.00	\$905.60
9C	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	2,902	SY	\$0.45	\$1,305.90	\$0.45	\$1,305.90	\$0.60	\$1,741.20	\$0.28	\$812.56
10C	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	4,997	SY	\$0.10	\$499.70	\$0.10	\$499.70	\$0.20	\$999.40	\$0.08	\$399.76
11C	164-WC04A	SEEDING FOR EROSION CONTROL (TYPE 4-A)	17.6	LB	\$26.00	\$457.60	\$26.00	\$457.60	\$35.00	\$616.00	\$8.05	\$141.68
12C	168-WC01	VEGETATIVE WATERING	1,006	MG	\$8.85	\$8,903.10	\$10.00	\$10,060.00	\$6.00	\$6,036.00	\$20.00	\$20,120.00
13C	169-2007	SOIL RETENTION BLANKETS (CL 2) (TY G)	2,577	SY	\$5.20	\$13,400.40	\$5.00	\$12,885.00	\$5.25	\$13,529.25	\$4.75	\$12,240.75
14C	432-2041	RIPRAP (STONE COMMON) (DRY) (18 IN)	221.2	CY	\$62.00	\$13,714.40	\$35.00	\$7,742.00	\$55.00	\$12,166.00	\$112.00	\$24,774.40
15C	459-2010	GABION MATTRESSES (GALV) (9 IN)	338.8	CY	\$172.00	\$58,273.60	\$110.00	\$37,268.00	\$150.00	\$50,820.00	\$156.00	\$52,852.80
16C	480-2001	CLEAN EXIST CULVS	4	EA	\$250.00	\$1,000.00	\$1,800.00	\$7,200.00	\$550.00	\$2,200.00	\$1,980.00	\$7,920.00
17C	506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	220	LF	\$15.00	\$3,300.00	\$15.00	\$3,300.00	\$10.00	\$2,200.00	\$17.78	\$3,911.60

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	FTWoods Construction		SEMA Construction		Cash Construction		RGM Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
18C	506-2044	ROCK FILTER DAMS (INSTALL) (TYP 5) (BELOW GRADE CHECK DAMS)	93.2	CY	\$165.00	\$15,378.00	\$170.00	\$15,844.00	\$24.00	\$2,236.80	\$97.00	\$9,040.40
19C	760-2002	DITCH CLEAN / RESHAPING (SY)	679	SY	\$1.25	\$848.75	\$2.00	\$1,358.00	\$1.00	\$679.00	\$2.88	\$1,955.52
TOTAL COST ALTERNATE 3 BID ADJUSTED FOR CORRECTNESS					\$142,730.98		\$127,568.90		\$126,043.55		\$183,071.41	
ACTUAL BID PROPOSAL ALTERNATE 3					\$142,730.98		\$127,568.90		\$126,043.55		\$183,071.41	
ADJUSTMENT DIFFERENCE ALTERNATE 3					\$0.00		\$0.00		\$0.00		\$0.00	
RONALD REAGAN CORRECTIVE MEASURES - ALTERNATE 4												
1D	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY A)	23.7	CY	\$9.75	\$231.08	\$45.00	\$1,066.50	\$12.00	\$284.40	\$99.00	\$2,346.30
2D	158-2005	SPEC EXCAV WORK (ORIGINAL)	22.2	CY	\$5.00	\$111.00	\$48.00	\$1,065.60	\$15.00	\$333.00	\$50.00	\$1,110.00
3D	161-WC01	COMPOST (2") (ECC)	4,017	SY	\$2.00	\$8,034.00	\$2.00	\$8,034.00	\$2.00	\$8,034.00	\$1.75	\$7,029.75
4D	161-WC01A	COMPOST (2") (ECC-A)	40.1	CY	\$29.00	\$1,162.90	\$29.00	\$1,162.90	\$30.00	\$1,203.00	\$32.00	\$1,283.20
5D	161-WC05A	COMPOST (3") (CMT-A)	114.4	CY	\$29.00	\$3,317.60	\$29.00	\$3,317.60	\$27.00	\$3,088.80	\$33.00	\$3,775.20
6D	161-WC06	COMPOST (4") (CMT)	12,726	SY	\$3.20	\$40,723.20	\$1.10	\$13,998.60	\$2.00	\$25,452.00	\$2.90	\$36,905.40
7D	164-WC01	SEEDING FOR EROSION CONTROL (TYPE 1)	16,638	SY	\$0.50	\$8,319.00	\$0.50	\$8,319.00	\$0.65	\$10,814.70	\$0.31	\$5,157.78
8D	164-WC01A	SEEDING FOR EROSION CONTROL (TYPE 1-A)	83	LB	\$46.00	\$3,818.00	\$46.00	\$3,818.00	\$40.00	\$3,320.00	\$15.50	\$1,286.50
9D	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	319	SY	\$0.45	\$143.55	\$0.45	\$143.55	\$0.65	\$207.35	\$0.28	\$89.32
10D	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	16,957	SY	\$0.10	\$1,695.70	\$0.10	\$1,695.70	\$0.20	\$3,391.40	\$0.08	\$1,356.56
11D	164-WC04A	SEEDING FOR EROSION CONTROL (TYPE 4-A)	25.9	LB	\$26.00	\$673.40	\$26.00	\$673.40	\$35.00	\$906.50	\$8.05	\$208.50
12D	168-WC01	VEGETATIVE WATERING	2,608	MG	\$8.85	\$23,080.80	\$10.00	\$26,080.00	\$6.00	\$15,648.00	\$20.00	\$52,160.00
13D	169-2005	SOIL RETENTION BLANKETS (CL 2) (TY E)	3,573	SY	\$1.04	\$3,715.92	\$1.00	\$3,573.00	\$1.00	\$3,573.00	\$1.60	\$5,716.80
14D	169-2007	SOIL RETENTION BLANKETS (CL 2) (TY G)	133	SY	\$5.20	\$691.60	\$5.00	\$665.00	\$5.00	\$665.00	\$4.72	\$627.76
15D	432-2041	RIPRAP (STONE COMMON) (DRY) (18 IN)	74.2	CY	\$62.00	\$4,600.40	\$47.00	\$3,487.40	\$55.00	\$4,081.00	\$132.00	\$9,794.40
16D	459-2010	GABION MATTRESSES (GALV) (9 IN)	15.8	CY	\$172.00	\$2,717.60	\$170.00	\$2,686.00	\$160.00	\$2,528.00	\$160.00	\$2,528.00
17D	480-2001	CLEAN EXIST CULVS	5	EA	\$250.00	\$1,250.00	\$1,800.00	\$9,000.00	\$550.00	\$2,750.00	\$1,900.00	\$9,500.00
18D	760-2002	DITCH CLEAN / RESHAPING (SY)	3,768	SY	\$1.40	\$5,275.20	\$1.40	\$5,275.20	\$1.00	\$3,768.00	\$2.50	\$9,420.00
19D	WC 105-001	BIODEGRADABLE EROSION CONTROL LOGS (MULCH)	135	LF	\$6.50	\$877.50	\$6.50	\$877.50	\$5.75	\$776.25	\$5.50	\$742.50
20D	WC 101-001	SOIL RIPPING (12")	6,735	SY	\$1.25	\$8,418.75	\$0.65	\$4,377.75	\$0.50	\$3,367.50	\$0.75	\$5,051.25
TOTAL COST ALTERNATE 4 BID ADJUSTED FOR CORRECTNESS					\$118,857.20		\$99,316.70		\$94,191.90		\$156,089.22	
ACTUAL BID PROPOSAL ALTERNATE 4					\$118,857.20		\$99,316.70		\$94,191.90		\$156,089.22	
ADJUSTMENT DIFFERENCE ALTERNATE 4					\$0.00		\$0.00		\$0.00		\$0.00	

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	FTWoods Construction		SEMA Construction		Cash Construction		RGM Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
RONALD REAGAN CORRECTIVE MEASURES - ALTERNATE 5												
1E	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY A)	7	CY	\$9.75	\$68.25	\$130.00	\$910.00	\$12.00	\$84.00	\$181.00	\$1,267.00
2E	161-WC01	COMPOST (2") (ECC)	2,023	SY	\$2.00	\$4,046.00	\$2.00	\$4,046.00	\$2.00	\$4,046.00	\$1.80	\$3,641.40
3E	161-WC01A	COMPOST (2") (ECC-A)	23.2	CY	\$29.00	\$672.80	\$29.00	\$672.80	\$30.00	\$696.00	\$33.00	\$765.60
4E	161-WC02	COMPOST (3") (ECC-A)	58	SY	\$2.15	\$124.70	\$2.10	\$121.80	\$2.50	\$145.00	\$3.25	\$188.50
5E	161-WC05	COMPOST (3") (CMT)	133	SY	\$2.50	\$332.50	\$1.10	\$146.30	\$1.80	\$239.40	\$14.00	\$1,862.00
6E	161-WC01	SEEDING FOR EROSION CONTROL (TYPE 1)	2,000	SY	\$0.50	\$1,000.00	\$0.50	\$1,000.00	\$0.65	\$1,300.00	\$0.31	\$620.00
7E	164-WC01A	SEEDING FOR EROSION CONTROL (TYPE 1-A)	11.2	LB	\$46.00	\$515.20	\$46.00	\$515.20	\$40.00	\$448.00	\$16.00	\$179.20
8E	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	607	SY	\$0.45	\$273.15	\$0.45	\$273.15	\$0.65	\$394.55	\$0.28	\$169.96
9E	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	2,607	SY	\$0.10	\$260.70	\$0.10	\$260.70	\$0.20	\$521.40	\$0.08	\$208.56
10E	164-WC04A	SEEDING FOR EROSION CONTROL (TYPE 4-A)	3.5	LB	\$26.00	\$91.00	\$26.00	\$91.00	\$35.00	\$122.50	\$8.05	\$28.18
11E	168-WC01	VEGETATIVE WATERING	389	MG	\$8.85	\$3,442.65	\$10.00	\$3,890.00	\$6.00	\$2,334.00	\$26.00	\$10,114.00
12E	169-2007	SOIL RETENTION BLANKETS (CL 2) (TY G)	190	SY	\$5.20	\$988.00	\$5.00	\$950.00	\$5.25	\$997.50	\$4.70	\$893.00
13E	480-2001	CLEAN EXIST CULVS	2	EA	\$250.00	\$500.00	\$1,800.00	\$3,600.00	\$550.00	\$1,100.00	\$2,200.00	\$4,400.00
14E	506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	105	LF	\$15.00	\$1,575.00	\$15.00	\$1,575.00	\$10.00	\$1,050.00	\$17.50	\$1,837.50
15E	760-2002	DITCH CLEAN / RESHAPING (SY)	823	SY	\$1.25	\$1,028.75	\$1.60	\$1,316.80	\$1.00	\$823.00	\$4.30	\$3,538.90
TOTAL COST ALTERNATE 5 BID ADJUSTED FOR CORRECTNESS					\$14,918.70		\$19,368.75		\$14,301.35		\$29,713.80	
ACTUAL BID PROPOSAL ALTERNATE 5					\$14,918.70		\$19,368.75		\$14,301.35		\$29,713.80	
ADJUSTMENT DIFFERENCE ALTERNATE 5					\$0.00		\$0.00		\$0.00		\$0.00	
RONALD REAGAN CORRECTIVE MEASURES - ALTERNATE 6												
1F	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY A)	14.5	CY	\$9.75	\$141.38	\$63.00	\$913.50	\$12.00	\$174.00	\$88.00	\$1,276.00
2F	161-WC01	COMPOST (2") (ECC)	410	SY	\$2.03	\$832.30	\$2.00	\$820.00	\$2.00	\$820.00	\$1.78	\$729.80
3F	161-WC01A	COMPOST (2") (ECC-A)	37.5	CY	\$29.00	\$1,087.50	\$29.00	\$1,087.50	\$30.00	\$1,125.00	\$33.00	\$1,237.50
4F	161-WC02	COMPOST (3") (ECC-A)	182	SY	\$2.15	\$391.30	\$2.10	\$382.20	\$2.50	\$455.00	\$2.60	\$473.20
5F	161-WC06	COMPOST (4") (CMT)	100	SY	\$3.20	\$320.00	\$1.10	\$110.00	\$2.00	\$200.00	\$15.00	\$1,500.00
6F	161-WC01	SEEDING FOR EROSION CONTROL (TYPE 1)	532	SY	\$0.50	\$266.00	\$0.50	\$266.00	\$0.65	\$345.80	\$0.31	\$164.92
7F	164-WC01A	SEEDING FOR EROSION CONTROL (TYPE 1-A)	10.7	LB	\$46.00	\$492.20	\$46.00	\$492.20	\$40.00	\$428.00	\$15.50	\$165.85
8F	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	160	SY	\$0.45	\$72.00	\$0.45	\$72.00	\$0.65	\$104.00	\$0.28	\$44.80
9F	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	692	SY	\$0.10	\$69.20	\$0.10	\$69.20	\$0.20	\$138.40	\$0.08	\$55.36
10F	164-WC04A	SEEDING FOR EROSION CONTROL (TYPE 4-A)	3.3	LB	\$26.00	\$85.80	\$26.00	\$85.80	\$35.75	\$117.98	\$8.05	\$26.57
11F	168-WC01	VEGETATIVE WATERING	161	MG	\$8.85	\$1,424.85	\$10.00	\$1,610.00	\$6.00	\$966.00	\$34.00	\$5,474.00
12F	169-2005	SOIL RETENTION BLANKETS (CL 2) (TY E)	22	SY	\$1.05	\$23.10	\$1.00	\$22.00	\$10.00	\$220.00	\$4.70	\$103.40
13F	432-2041	RIPRAP (STONE COMMON) (DRY) (18 IN)	291.6	CY	\$62.00	\$18,079.20	\$35.00	\$10,206.00	\$50.00	\$14,580.00	\$111.00	\$32,367.60
14F	459-2010	GABION MATTRESSES (GALV) (9 IN)	7.7	CY	\$175.00	\$1,347.50	\$250.00	\$1,925.00	\$160.00	\$1,232.00	\$155.00	\$1,193.50
15F	506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	24	LF	\$15.00	\$360.00	\$15.00	\$360.00	\$10.00	\$240.00	\$23.00	\$552.00
16F	WC 105-001	BIODEGRADEALBE EROSION CONTROL LOGS (MULCH)	15	LF	\$6.50	\$97.50	\$6.50	\$97.50	\$5.75	\$86.25	\$11.00	\$165.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	FTWoods Construction		SEMA Construction		Cash Construction		RGM Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
		TOTAL COST ALTERNATE 6 BID ADJUSTED FOR CORRECTNESS				\$25,089.83		\$18,518.90		\$21,232.43		\$45,529.50
		ACTUAL BID PROPOSAL ALTERNATE 6				\$25,089.83		\$18,518.90		\$21,232.43		\$45,529.50
		ADJUSTMENT DIFFERENCE ALTERNATE 6				\$0.00		\$0.00		\$0.00		\$0.00
		Acknowledgment of Addenda										
		Addendum No. 1:				Yes		Yes		Yes		Yes
		Addendum No. 2:				Yes		Yes		Yes		Yes
		Addendum No. 3:				Yes		Yes		Yes		Yes
		BID BOND & INSURANCE				Yes		Yes		Yes		Yes
		Conflict of Interest Statement				Yes		Yes		Yes		Yes
		Disclosure of Lobbing Activities				Yes		Yes		Yes		Yes
		References (Minimum of Three)				Yes		Yes		Yes		Yes

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Austin Bridge & Road		Dan Williams Company		Yantis Company		Hunter Industries	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-2002	PREP ROW	278	STA	\$690.00	\$191,820.00	\$1,700.00	\$472,600.00	\$880.00	\$244,640.00	\$2,593.50	\$720,993.00
2	103-2001	DISPOSAL OF WATER WELL	1	EA	\$3,700.00	\$3,700.00	\$2,500.00	\$2,500.00	\$975.00	\$975.00	\$2,800.00	\$2,800.00
3	110-2004	EXCAVATION (RDWY & CHAN)	86,769	CY	\$5.30	\$459,875.70	\$4.50	\$390,460.50	\$7.00	\$607,383.00	\$9.99	\$866,822.31
4	132-2004	EMBAK (FINAL) (DENS CONT) (TY B) (CL 3)	131,978	CY	\$3.60	\$475,120.80	\$5.50	\$725,879.00	\$4.05	\$534,510.90	\$6.74	\$889,531.72
5	110-2003	EXCAVATION (SPECIAL) (YEARWOOD UNDERPASS)	12,222	CY	\$8.60	\$105,109.20	\$13.00	\$158,886.00	\$6.00	\$73,332.00	\$9.99	\$122,097.78
6	160-WC01	FURN AND PLAC TPSL (CL 2) (4 IN)	266,041	SY	\$1.10	\$292,645.10	\$0.90	\$239,436.90	\$0.60	\$159,624.60	\$1.07	\$284,663.87
7	164-WC01	TABLE 1-TYPE 1 SEED (PERM)	288,491	SY	\$0.48	\$138,475.68	\$0.30	\$86,547.30	\$0.60	\$173,094.60	\$0.29	\$83,662.39
8	164-WC03	TABLE 3-TYPE 3 SEED (PERM)	42,711	SY	\$0.43	\$18,365.73	\$0.26	\$11,104.86	\$0.50	\$21,355.50	\$0.26	\$11,104.86
9	164-WC04	TABLE 4-TYPE 4 SEED (PERM)	331,202	SY	\$0.12	\$39,744.24	\$0.07	\$23,184.14	\$0.15	\$49,680.30	\$0.07	\$23,184.14
10	164-WC02	3" EROSION CONTROL COMPOST (ECC)	266,041	SY	\$2.05	\$545,384.05	\$2.00	\$532,082.00	\$2.50	\$665,102.50	\$2.48	\$659,781.68
11	164-WC06	4" COMPOST MANUFACTURED TOPSOIL (CMT)	65,161	SY	\$2.17	\$141,399.37	\$2.60	\$169,418.60	\$2.85	\$185,708.85	\$0.86	\$56,038.46
12	168-WC01	VEGETATIVE WATERING	52,264	MG	\$1.00	\$52,264.00	\$7.50	\$391,980.00	\$10.00	\$522,640.00	\$12.18	\$636,575.52
13	169-2005	SOIL RETENTION BLANKET (CL 2) (TY E)	42,711	SY	\$2.00	\$85,422.00	\$1.00	\$42,711.00	\$1.20	\$51,253.20	\$4.40	\$187,928.40
14	247-2385	FL BS (COMPL IN PL) (TY A GR 5) (10") YEARWOOD UNDERPASS	1,040	SY	\$8.80	\$9,152.00	\$8.00	\$8,320.00	\$6.20	\$6,448.00	\$7.48	\$7,779.20
15	247-2366	FL BS (COMPL IN PL) (TY A GR 5) (FNAL POS)	69,020	CY	\$21.20	\$1,463,224.00	\$19.50	\$1,345,890.00	\$20.00	\$1,380,400.00	\$24.13	\$1,665,452.60
16	310-2002	PRIME COAT (AE-P)	27,003	GAL	\$3.00	\$81,009.00	\$3.50	\$94,510.50	\$3.50	\$94,510.50	\$3.66	\$98,830.98
17	316-2416	AGGR (TY-D GR-4)	1,436	CY	\$55.00	\$78,980.00	\$50.00	\$71,800.00	\$65.00	\$93,340.00	\$38.03	\$54,611.08
18	316-2693	ASPH (CHFRS-2P, HFRS-2P OR CRS-2P)	60,309	GAL	\$2.80	\$168,865.20	\$3.00	\$180,927.00	\$3.25	\$196,004.25	\$3.45	\$208,066.05
19	341-2011	D - GR HMA (QAQC) TY - B PG64-22	21,067	TON	\$46.00	\$969,082.00	\$46.00	\$969,082.00	\$54.00	\$1,137,618.00	\$53.60	\$1,129,191.20
20	341-2048	D - GR HMA (QAQC) TY - C SAC-B PG70-22	33,206	TON	\$47.00	\$1,560,682.00	\$48.00	\$1,593,888.00	\$55.00	\$1,826,330.00	\$58.61	\$1,946,203.66
21	351-2006	FLEXIBLE PAVEMENT STRUCTURE REPAIR (10")	4,500	SY	\$35.00	\$157,500.00	\$32.00	\$144,000.00	\$44.00	\$198,000.00	\$37.28	\$167,760.00
22	402-2002	TRENCH EXCAV PROTECTION (LARGE CULV)	1,111	LF	\$3.00	\$3,333.00	\$1.00	\$1,111.00	\$1.00	\$1,111.00	\$1.26	\$1,399.86
23	402-2001	TRENCH EXCAV PROTECTION (STORM DRAIN)	175	LF	\$3.00	\$525.00	\$1.00	\$175.00	\$1.00	\$175.00	\$1.26	\$220.50
24	416-2001	DRILL SHAFT (18 IN)	221	LF	\$31.80	\$7,027.80	\$60.00	\$13,260.00	\$100.00	\$22,100.00	\$44.73	\$9,885.33
25	416-2003	DRILL SHAFT (30 IN)	464	LF	\$85.50	\$39,672.00	\$80.00	\$37,120.00	\$175.00	\$81,200.00	\$86.47	\$40,122.08
26	416-2004	DRILL SHAFT (36 IN)	264	LF	\$119.50	\$31,548.00	\$90.00	\$23,760.00	\$200.00	\$52,800.00	\$104.58	\$27,609.12
27	420-2033	CLASS S CONC (APPR SLAB)	146	CY	\$371.50	\$54,239.00	\$300.00	\$43,800.00	\$400.00	\$58,400.00	\$325.00	\$47,450.00
28	420-2041	CL C CONC (ABUT)	136	CY	\$775.00	\$105,400.00	\$600.00	\$81,600.00	\$780.00	\$106,080.00	\$700.00	\$95,200.00
29	420-2042	CL C CONC (BENT)	105	CY	\$839.00	\$88,095.00	\$600.00	\$63,000.00	\$875.00	\$91,875.00	\$700.00	\$73,500.00
30	422-2001	REINF CONC SLAB	21,925	SF	\$14.50	\$317,912.50	\$11.00	\$241,175.00	\$18.00	\$394,650.00	\$14.00	\$306,950.00
31	425-2004	PRESTR CONC BEAM (TY IV)	695	LF	\$111.00	\$77,145.00	\$120.00	\$83,400.00	\$140.00	\$97,300.00	\$100.00	\$69,500.00
32	425-2003	PRESTR CONC BEAM (TY C)	2,357	LF	\$111.00	\$261,627.00	\$105.00	\$247,485.00	\$140.00	\$329,980.00	\$100.00	\$235,700.00
33	428-2001	CONC SURF TREAT	2,934	SY	\$1.80	\$5,281.20	\$1.00	\$2,934.00	\$3.50	\$10,269.00	\$1.25	\$3,667.50
34	423-2012	RETAINING WALL (RW 1 (L) A)	38	SF	\$140.00	\$5,320.00	\$100.00	\$3,800.00	\$80.00	\$3,040.00	\$52.00	\$1,976.00
35	432-2002	RIPRAP (CONC) (5 IN)	34	CY	\$310.00	\$10,540.00	\$400.00	\$13,600.00	\$330.00	\$11,220.00	\$325.00	\$11,050.00
36	432-2072	RIPRAP (CONC) (CL B) (RR 8)	227	CY	\$373.00	\$84,671.00	\$400.00	\$90,800.00	\$330.00	\$74,910.00	\$325.00	\$73,775.00
37	454-2004	STR STL (ARMOR JOINT)	274	LF	\$173.00	\$47,402.00	\$60.00	\$16,440.00	\$100.00	\$27,400.00	\$50.00	\$13,700.00
38	450-2007	RAIL (TY T501)	534	LF	\$67.00	\$35,778.00	\$30.00	\$16,020.00	\$90.00	\$48,060.00	\$45.00	\$24,030.00
39	450-2008	RAIL (TY T502)	419	LF	\$68.50	\$28,701.50	\$30.00	\$12,570.00	\$92.00	\$38,548.00	\$45.75	\$19,169.25
40	450-2009	RAIL (TY C502)	120	LF	\$96.00	\$11,520.00	\$60.00	\$7,200.00	\$110.00	\$13,200.00	\$80.00	\$9,600.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Austin Bridge & Road		Dan Williams Company		Yantis Company		Hunter Industries	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
41	450-2044	RAIL (PEDESTRIAN) TYPE PDR-06-TYPE E	157	LF	\$40.00	\$6,280.00	\$50.00	\$7,850.00	\$100.00	\$15,700.00	\$95.00	\$14,915.00
42	529-2004	CONC CURB & GUTTER (TY II)	38	LF	\$35.00	\$1,330.00	\$30.00	\$1,140.00	\$30.00	\$1,140.00	\$25.00	\$950.00
43	540-2001	MTL BEAM GD FEN (12 GA) (TIM POST)	2,519	LFF	\$14.95	\$37,659.05	\$14.00	\$35,266.00	\$16.00	\$40,304.00	\$13.88	\$34,963.72
44	544-2006	SINGLE GRD RAIL TERM (TY III)	14	EA	\$2,150.00	\$30,100.00	\$1,800.00	\$25,200.00	\$2,100.00	\$29,400.00	\$1,800.00	\$25,200.00
45	540-2011	MTL BEAM GD FEN TRANS (THRIE BEAM)	8	EA	\$1,000.00	\$8,000.00	\$1,200.00	\$9,600.00	\$1,350.00	\$10,800.00	\$1,150.00	\$9,200.00
46	459-2011	12" GABION MATTRESS	3,176	SY	\$40.00	\$127,040.00	\$45.00	\$142,920.00	\$40.00	\$127,040.00	\$47.60	\$151,177.60
47	432-2040	RIPRAP (CONC) (CL B) (MOW STRIP)	187	CY	\$502.00	\$93,874.00	\$400.00	\$74,800.00	\$300.00	\$56,100.00	\$365.00	\$68,255.00
48	432-2084	REIN. CONC RIPRAP (CONC) (CL B) (DITCH BACKSLOPE)	2	CY	\$552.00	\$1,104.00	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$450.00	\$900.00
49	462-2031	CONC BOX CULV (10 FT X 7 FT)	480	LF	\$536.00	\$257,280.00	\$400.00	\$192,000.00	\$320.00	\$153,600.00	\$446.24	\$214,195.20
50	462-2007	CONC BOX CULV (5 FT X 3 FT)	1,000	LF	\$165.00	\$165,000.00	\$160.00	\$160,000.00	\$170.00	\$170,000.00	\$189.00	\$189,000.00
51	WC200-002	CONCRETE ARCH (20 FT X 5 FT)	127	LF	\$1,628.00	\$206,756.00	\$1,500.00	\$190,500.00	\$1,500.00	\$190,500.00	\$1,679.98	\$213,357.46
52	464-2021	RC PIPE (CL IV) 18 IN (CULVERTS)	316	LF	\$33.00	\$10,428.00	\$30.00	\$9,480.00	\$45.00	\$14,220.00	\$40.95	\$12,940.20
53	464-2003	RC PIPE (CL III) 18 IN (STORM DRAIN)	18	LF	\$30.00	\$540.00	\$60.00	\$1,080.00	\$60.00	\$1,080.00	\$76.65	\$1,379.70
54	464-2005	RC PIPE (CL III) 24 IN (STORM DRAIN)	157	LF	\$45.00	\$7,065.00	\$40.00	\$6,280.00	\$70.00	\$10,990.00	\$49.35	\$7,747.95
55	464-2007	RC PIPE (CL III) 30 IN (CULVERTS)	941	LF	\$60.00	\$56,460.00	\$60.00	\$56,460.00	\$75.00	\$70,575.00	\$61.95	\$58,294.95
56	464-2009	RC PIPE (CL III) 36 IN (CULVERTS)	267	LF	\$75.00	\$20,025.00	\$90.00	\$24,030.00	\$85.00	\$22,695.00	\$81.90	\$21,867.30
57	464-2010	RC PIPE (CL III) 42 IN (CULVERTS)	309	LF	\$95.00	\$29,355.00	\$120.00	\$37,080.00	\$105.00	\$32,445.00	\$108.15	\$33,418.35
58	466-2069	HEADWALL (CH-FW-0) (DIA=36 IN)	2	EA	\$7,400.00	\$14,800.00	\$6,000.00	\$12,000.00	\$5,000.00	\$10,000.00	\$1,784.98	\$3,569.96
59	466-2024	WINGWALL (FW-0)(HW=9')(5-10'X7')	2	EA	\$19,300.00	\$38,600.00	\$18,000.00	\$36,000.00	\$25,000.00	\$50,000.00	\$15,749.79	\$31,499.58
60	466-2082	HEADWALL (CH-FW-15)(3-DIA=30")	2	EA	\$4,800.00	\$9,600.00	\$5,000.00	\$10,000.00	\$3,500.00	\$7,000.00	\$2,309.97	\$4,619.94
61	466-2082	HEADWALL (CH-FW-15)(4-DIA=30")	2	EA	\$5,800.00	\$11,600.00	\$6,000.00	\$12,000.00	\$4,000.00	\$8,000.00	\$2,834.96	\$5,669.92
62	466-2034	WINGWALL (FW-S)(HW=5')(3-5'X3')	2	EA	\$6,650.00	\$13,300.00	\$8,000.00	\$16,000.00	\$7,500.00	\$15,000.00	\$8,714.89	\$17,429.78
63	466-2034	WINGWALL (FW-S)(HW=5')(4-5'X3')	2	EA	\$6,850.00	\$13,700.00	\$8,000.00	\$16,000.00	\$6,500.00	\$13,000.00	\$9,239.88	\$18,479.76
64	WC200-002	CONCRETE ARCH WINGWALL (20 FT X 5 FT)	2	EA	\$11,000.00	\$22,000.00	\$10,000.00	\$20,000.00	\$7,500.00	\$15,000.00	\$17,849.77	\$35,699.54
65	466-2100	HEADWALL (CH-FW-30)(DIA=42")	2	EA	\$10,400.00	\$20,800.00	\$4,000.00	\$8,000.00	\$6,500.00	\$13,000.00	\$3,359.96	\$6,719.92
66	467-2234	SAFETY END TREAT (TY II) (18 IN) (RCP)	2	EA	\$1,200.00	\$2,400.00	\$100.00	\$200.00	\$1,000.00	\$2,000.00	\$1,364.98	\$2,729.96
67	467-2224	SAFETY END TREAT (TY II) (24 IN) (RCP)	2	EA	\$1,300.00	\$2,600.00	\$800.00	\$1,600.00	\$1,000.00	\$2,000.00	\$1,784.98	\$3,569.96
68	500-2001	MOBILIZATION	1	LS	\$1,154,000.00	\$1,154,000.00	\$1,000,000.00	\$1,000,000.00	\$525,500.00	\$525,500.00	\$1,066,612.13	\$1,066,612.13
69	502-2001	BARRICADES, SIGNS AND TRAF HANDLE	18	MO	\$590.00	\$10,620.00	\$2,000.00	\$36,000.00	\$700.00	\$12,600.00	\$1,282.24	\$23,080.32
70	618-2024	CONDUIT (4" SCH 40 PVC WITH PULL STRING)	1,552	LF	\$12.95	\$20,098.40	\$13.00	\$20,176.00	\$7.00	\$10,864.00	\$10.00	\$15,520.00
71	644-2001	INS SM RD SN SUP & AM TY 10BWG (1) SA (P)	30	EA	\$305.00	\$9,150.00	\$350.00	\$10,500.00	\$350.00	\$10,500.00	\$346.38	\$10,391.40
72	644-2004	INS SM RD SN SUP & AM TY 10BWG (1) SA (T)	6	EA	\$345.00	\$2,070.00	\$380.00	\$2,280.00	\$400.00	\$2,400.00	\$373.20	\$2,239.20
73	644-2006	INS SM RD SN SUP & AM TY 10BWG (1) SA (U)	2	EA	\$545.00	\$1,090.00	\$560.00	\$1,120.00	\$600.00	\$1,200.00	\$560.70	\$1,121.40
74	644-2027	INS SM RD SN SUP & AM TY S80 (1) SA (U)	12	EA	\$750.00	\$9,000.00	\$520.00	\$6,240.00	\$900.00	\$10,800.00	\$511.15	\$6,133.80
75	658-2314	OBJ MRK ASM (OM-2X) (WC) (GND)	19	EA	\$45.00	\$855.00	\$35.00	\$665.00	\$50.00	\$950.00	\$35.00	\$665.00
76	658-2258	INS DEL ASSM (D - SW) SZ (TYC) CTB	24	EA	\$12.50	\$300.00	\$8.00	\$192.00	\$15.00	\$360.00	\$7.50	\$180.00
77	658-2260	INS DEL ASSM (D - SW) SZ (TYC) GF1	48	EA	\$15.00	\$720.00	\$8.00	\$384.00	\$18.00	\$864.00	\$7.50	\$360.00
78	666-2002	REFL PAV MRK TY I (W) (4IN) (BRK)(.090MIL)	9,560	LF	\$0.31	\$2,963.60	\$0.31	\$2,963.60	\$0.30	\$2,868.00	\$0.41	\$3,919.60
79	666-2011	REFL PAV MRK TY I (W) (4IN) (SLD) (.090MIL)	94,128	LF	\$0.31	\$29,179.68	\$0.31	\$29,179.68	\$0.30	\$28,238.40	\$0.37	\$34,827.36
80	666-2035	REFL PAV MRK TY I (W) (8IN) (SLD) (.090MIL)	12,800	LF	\$0.62	\$7,936.00	\$0.62	\$7,936.00	\$0.75	\$9,600.00	\$0.77	\$9,856.00
81	666-2041	REFL PAV MRK TY I (W) (12IN) (SLD) (.090MIL)	900	LF	\$2.95	\$2,655.00	\$3.00	\$2,700.00	\$3.50	\$3,150.00	\$2.80	\$2,520.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Austin Bridge & Road		Dan Williams Company		Yantis Company		Hunter Industries	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
82	666-2047	REFL PAV MRK TY I (W) (24IN) (SLD) (.090MIL)	470	LF	\$5.90	\$2,773.00	\$6.00	\$2,820.00	\$7.00	\$3,290.00	\$5.80	\$2,726.00
83	666-2053	REFL PAV MRK TY I (W) (ARROW) (SLD) (.090MIL)	6	EA	\$95.00	\$570.00	\$95.00	\$570.00	\$100.00	\$600.00	\$80.00	\$480.00
84	666-2095	REFL PAV MRK TY I (W) (WORD) (SLD) (.090MIL)	6	EA	\$150.00	\$900.00	\$150.00	\$900.00	\$150.00	\$900.00	\$100.00	\$600.00
85	666-2110	REFL PAV MRK TY I (Y) (4IN) (SLD) (.090MIL)	81,578	LF	\$0.30	\$24,473.40	\$0.30	\$24,473.40	\$0.35	\$28,552.30	\$0.37	\$30,183.86
86	666-2104	REFL PAV MRK TY I (Y) (4IN) (BRK) (.090MIL)	2,390	LF	\$0.31	\$740.90	\$0.31	\$740.90	\$0.35	\$836.50	\$0.42	\$1,003.80
87	666-2047	REFL PAV MRK TY I (W) (24IN) (SLD) (.090MIL)	154	LF	\$5.90	\$908.60	\$6.00	\$924.00	\$7.00	\$1,078.00	\$4.70	\$723.80
88	666-2145	REFL PAV MRK TY II (W) (4IN) (SLD)	55,870	LF	\$0.10	\$5,587.00	\$0.10	\$5,587.00	\$0.10	\$5,587.00	\$0.11	\$6,145.70
89	666-2178	REFL PAV MRK TY II (Y) (4IN) (SLD)	43,320	LF	\$0.10	\$4,332.00	\$0.10	\$4,332.00	\$0.10	\$4,332.00	\$0.11	\$4,765.20
90	666-2176	REFL PAV MRK TY II (Y) (4IN) (BRK)	2,390	LF	\$0.10	\$239.00	\$0.10	\$239.00	\$0.10	\$239.00	\$0.13	\$310.70
91	666-2157	REFL PAV MRK TY II (W) (24IN) (SLD)	154	LF	\$2.00	\$308.00	\$2.00	\$308.00	\$2.00	\$308.00	\$1.30	\$200.20
92	672-2012	RAIS PAV MRKR TY I - C	640	EA	\$2.85	\$1,824.00	\$3.00	\$1,920.00	\$3.00	\$1,920.00	\$2.70	\$1,728.00
93	672-2015	RAIS REFL PAV MRKR CL B (REFL) TY II - A - A	694	EA	\$2.85	\$1,977.90	\$3.00	\$2,082.00	\$3.00	\$2,082.00	\$2.70	\$1,873.80
94	5445-2001	TYPE III BARRICADE	160	LF	\$21.50	\$3,440.00	\$40.00	\$6,400.00	\$25.00	\$4,000.00	\$23.27	\$3,723.20
95	506-2002	ROCK FILTER DAMS (TY 2)	1,188	LF	\$14.50	\$17,226.00	\$20.00	\$23,760.00	\$17.00	\$20,196.00	\$16.50	\$19,602.00
96	506-2009	ROCK FILTER DAMS (REMOV)(TY 2)	1,188	LF	\$4.25	\$5,049.00	\$8.00	\$9,504.00	\$5.00	\$5,940.00	\$8.00	\$9,504.00
97	506-2016	CONSTRUCT EXIT INSTALL (TY 1)	1,165	SY	\$6.00	\$6,990.00	\$12.00	\$13,980.00	\$7.00	\$8,155.00	\$9.65	\$11,242.25
98	506-2017	CONSTRUCT EXIT (REMOV)(TY 1)	1,165	SY	\$4.25	\$4,951.25	\$5.00	\$5,825.00	\$5.00	\$5,825.00	\$4.00	\$4,660.00
99	WC105-001	BIODEGRADABLE EROSION CONTROL LOG	33,322	LF	\$6.25	\$208,262.50	\$8.00	\$266,576.00	\$7.50	\$249,915.00	\$5.10	\$169,942.20
100	506-2004	PERMANENT ROCK FILTER DAMS (TY 4)(SACK GABION)	1,080	LF	\$25.00	\$27,000.00	\$25.00	\$27,000.00	\$30.00	\$32,400.00	\$22.50	\$24,300.00
101	506-2048	DIVERSION DIKE	223	LF	\$1.40	\$312.20	\$6.00	\$1,338.00	\$1.00	\$223.00	\$39.96	\$8,911.08
102	506-2020	DIVERSION DIKE (REMOV)	155	CY	\$12.50	\$1,937.50	\$4.00	\$620.00	\$1.00	\$155.00	\$19.98	\$3,096.90
103	WC-192	EASTERN GAMAGRASS LIVE ROOT PLANTS	2,882	SY	\$0.65	\$1,873.30	\$1.00	\$2,882.00	\$1.00	\$2,882.00	\$0.65	\$1,873.30
104	550-XXXX	CONSTRUCTION FENCING	1,687	LF	\$3.00	\$5,061.00	\$3.00	\$5,061.00	\$3.00	\$5,061.00	\$2.50	\$4,217.50
105	550-XXXX	CONSTRUCTION FENCING (REMOV)	1,687	LF	\$1.00	\$1,687.00	\$1.00	\$1,687.00	\$0.50	\$843.50	\$0.50	\$843.50
106	421-2001	3500 PSI FLOWABLE CEMENT	33	CY	\$166.00	\$5,478.00	\$120.00	\$3,960.00	\$150.00	\$4,950.00	\$125.00	\$4,125.00
107	3129-2001	GEOSYNTHETIC CLAY LINER	25,425	SF	\$4.75	\$120,768.75	\$1.50	\$38,137.50	\$1.76	\$44,748.00	\$1.58	\$40,171.50
RONALD REAGAN CORRECTIVE MEASURES - INCLUDED IN BASE BID												
108	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY A)	2,184.9	CY	\$45.00	\$98,320.50	\$10.00	\$21,849.00	\$20.00	\$43,698.00	\$17.88	\$39,066.01
109	158-2005	SPEC EXCAV WORK (ORIGINAL)	400.5	CY	\$17.50	\$7,008.75	\$10.00	\$4,005.00	\$10.00	\$4,005.00	\$22.35	\$8,951.18
110	161-WC01	COMPOST (2") (ECC)	16,896	SY	\$1.95	\$32,947.20	\$1.70	\$28,723.20	\$2.00	\$33,792.00	\$1.65	\$27,878.40
111	161-WC01A	COMPOST (2") (ECC-A)	433.6	CY	\$28.00	\$12,140.80	\$30.00	\$13,008.00	\$34.00	\$14,742.40	\$30.00	\$13,008.00
112	161-WC02	COMPOST (3") (ECC)	11,988	SY	\$2.05	\$24,575.40	\$2.50	\$29,970.00	\$2.50	\$29,970.00	\$2.48	\$29,730.24
113	161-WC02A	COMPOST (3") (ECC-A)	22.2	CY	\$28.00	\$621.60	\$30.00	\$666.00	\$34.00	\$754.80	\$30.00	\$666.00
114	161-WC05	COMPOST (3") (CMT)	9,181	SY	\$2.35	\$21,575.35	\$0.90	\$8,262.90	\$2.90	\$26,624.90	\$0.82	\$7,528.42
115	161-WC05A	COMPOST (3") (CMT-A)	181.0	CY	\$28.00	\$5,068.00	\$31.00	\$5,611.00	\$34.00	\$6,154.00	\$31.00	\$5,611.00
116	161-WC06	COMPOST (4") (CMT)	15,303	SY	\$3.08	\$47,133.24	\$0.90	\$13,772.70	\$2.90	\$44,378.70	\$0.86	\$13,160.58
117	164-WC01	SEEDING FOR EROSION CONTROL (TYPE 1)	46,151	SY	\$0.48	\$22,152.48	\$0.30	\$13,845.30	\$0.60	\$27,690.60	\$0.29	\$13,383.79
118	164-WC01A	SEEDING FOR EROSION CONTROL (TYPE 1-A)	226.8	LB	\$45.00	\$10,206.00	\$8.00	\$1,814.40	\$55.00	\$12,474.00	\$14.46	\$3,279.53
119	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	9,317	SY	\$0.36	\$3,354.12	\$0.26	\$2,422.42	\$0.45	\$4,192.65	\$0.26	\$2,422.42
120	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	55,468	SY	\$0.08	\$4,437.44	\$0.07	\$3,882.76	\$0.10	\$5,546.80	\$0.07	\$3,882.76

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Austin Bridge & Road		Dan Williams Company		Yantis Company		Hunter Industries	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
121	164-WC04A	SEEDING FOR EROSION CONTROL (TYPE 4-A)	70.7	LB	\$25.00	\$1,767.50	\$8.00	\$565.60	\$30.00	\$2,121.00	\$7.50	\$530.25
122	168-WC01	VEGETATIVE WATERING	8,200	MG	\$1.00	\$8,200.00	\$7.50	\$61,500.00	\$9.75	\$79,950.00	\$13.32	\$109,224.00
123	169-2005	SOIL RETENTION BLANKETS (CL 2) (TY E)	11,337	SY	\$1.00	\$11,337.00	\$1.00	\$11,337.00	\$1.20	\$13,604.40	\$4.40	\$49,882.80
124	169-2007	SOIL RETENTION BLANKETS (CL 2) (TY G)	6,145	SY	\$5.00	\$30,725.00	\$4.50	\$27,652.50	\$6.00	\$36,870.00	\$4.40	\$27,038.00
125	432-2041	RIPRAP (STONE COMMON) (DRY) (18 IN)	844.8	CY	\$65.00	\$54,912.00	\$95.00	\$80,256.00	\$80.00	\$67,584.00	\$94.50	\$79,833.60
126	459-2010	GABION MATTRESSES (GALV) (9 IN)	39.2	CY	\$165.00	\$6,468.00	\$140.00	\$5,488.00	\$200.00	\$7,840.00	\$148.10	\$5,805.52
127	480-2001	CLEAN EXIST CULVS	9	EA	\$1,920.00	\$17,280.00	\$1,500.00	\$13,500.00	\$3,500.00	\$31,500.00	\$2,400.00	\$21,600.00
128	506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	359	LF	\$14.50	\$5,205.50	\$20.00	\$7,180.00	\$17.00	\$6,103.00	\$16.50	\$5,923.50
129	506-2044	ROCK FILTER DAMS (INSTALL) (TYP 5) (BELOW GRADE CHECK DAMS)	206.5	CY	\$160.00	\$33,040.00	\$90.00	\$18,585.00	\$195.00	\$40,267.50	\$90.00	\$18,585.00
130	734-2001	LITTER REMOVAL	0.5	AC	\$2,150.00	\$1,075.00	\$2,000.00	\$1,000.00	\$1,400.00	\$700.00	\$379.37	\$189.69
131	760-2002	DITCH CLEAN / RESHAPING (SY)	10,224	SY	\$4.60	\$47,030.40	\$2.00	\$20,448.00	\$0.75	\$7,668.00	\$4.47	\$45,701.28
132	WC105-001	BIODEGRADABLE EROSION CONTROL LOGS (MULCH)	1,176	LF	\$6.25	\$7,350.00	\$8.00	\$9,408.00	\$6.85	\$8,055.60	\$5.10	\$5,997.60
133	WC101-001	SOIL RIPPING (12")	6,946	SY	\$1.80	\$12,502.80	\$0.70	\$4,862.20	\$2.25	\$15,628.50	\$4.47	\$31,048.62
TOTAL COST ADJUSTED FOR CORRECTNESS					\$11,692,996.18		\$11,742,521.86		\$12,393,886.75		\$14,179,642.18	
ACTUAL BID PROPOSAL					\$11,708,995.71		\$11,742,521.68		\$12,393,886.75		\$14,179,642.02	
ADJUSTMENT DIFFERENCE					-\$15,999.53		\$0.18		\$0.00		\$0.16	
RONALD REAGAN CORRECTIVE MEASURES - ALTERNATE 1												
1A	158-2005	SPEC EXCAV WORK (ORIGINAL)	510.9	CY	\$16.50	\$8,429.85	\$12.00	\$6,130.80	\$9.00	\$4,598.10	\$44.01	\$22,484.71
2A	161-WC01	COMPOST (2") (ECC)	1,746	SY	\$2.50	\$4,365.00	\$1.70	\$2,968.20	\$2.00	\$3,492.00	\$1.65	\$2,880.90
3A	161-WC02	COMPOST (3") (ECC)	249	SY	\$2.60	\$647.40	\$2.50	\$622.50	\$2.50	\$622.50	\$2.48	\$617.52
4A	164-WC01	SEEDING FOR EROSION CONTROL (TYPE 1)	1,588	SY	\$0.60	\$952.80	\$0.30	\$476.40	\$0.55	\$873.40	\$0.29	\$460.52
5A	164-WC01A	SEEDING FOR EROSION CONTROL (TYPE 1-A)	2.3	LB	\$81.00	\$186.30	\$8.00	\$18.40	\$80.00	\$184.00	\$14.46	\$33.26
6A	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	462	SY	\$0.54	\$249.48	\$0.30	\$138.60	\$0.50	\$231.00	\$0.26	\$120.12
7A	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	2,050	SY	\$0.10	\$205.00	\$0.07	\$143.50	\$0.10	\$205.00	\$0.07	\$143.50
8A	164-WC04A	SEEDING FOR EROSION CONTROL (TYPE 4-A)	0.7	LB	\$31.25	\$21.88	\$8.00	\$5.60	\$31.00	\$21.70	\$7.50	\$5.25
9A	168-WC01	VEGETATIVE WATERING	258	MG	\$33.95	\$8,759.10	\$7.50	\$1,935.00	\$9.00	\$2,322.00	\$19.98	\$5,154.84
10A	169-2007	SOIL RETENTION BLANKETS (CL 2) (TY G)	1,781	SY	\$6.25	\$11,131.25	\$5.00	\$8,905.00	\$6.20	\$11,042.20	\$4.40	\$7,836.40
11A	432-2041	RIPRAP (STONE COMMON) (DRY) (18 IN)	182.1	CY	\$96.00	\$17,481.60	\$100.00	\$18,210.00	\$80.00	\$14,568.00	\$94.50	\$17,208.45
12A	459-2010	GABION MATTRESSES (GALV) (9 IN)	150.7	CY	\$206.00	\$31,044.20	\$150.00	\$22,605.00	\$204.00	\$30,742.80	\$153.39	\$23,115.87
13A	480-2001	CLEAN EXIST CULVS	4	EA	\$4,175.00	\$16,700.00	\$2,000.00	\$8,000.00	\$3,575.00	\$14,300.00	\$2,400.00	\$9,600.00
TOTAL COST OF ALTERNATE 1 BID ADJUSTED FOR CORRECTNESS					\$100,173.86		\$70,159.00		\$83,202.70		\$89,661.34	
ACTUAL BID PROPOSAL ALTERNATE 1					\$100,174.48		\$70,159.16		\$83,202.70		\$89,661.34	
ADJUSTMENT DIFFERENCE ALTERNATE 1					(\$0.62)		(\$0.16)		\$0.00		\$0.00	

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Austin Bridge & Road		Dan Williams Company		Yantis Company		Hunter Industries	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
RONALD REAGAN CORRECTIVE MEASURES - ALTERNATE 2												
1B	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY A)	48.3	CY	\$58.00	\$2,801.40	\$15.00	\$724.50	\$16.00	\$772.80	\$30.33	\$1,464.94
2B	161-WC02	COMPOST (3") (ECC)	193	SY	\$2.60	\$501.80	\$1.00	\$193.00	\$2.50	\$482.50	\$0.82	\$158.26
3B	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	673	SY	\$0.60	\$403.80	\$0.30	\$201.90	\$0.50	\$336.50	\$0.26	\$174.98
4B	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	673	SY	\$0.10	\$67.30	\$0.10	\$67.30	\$0.10	\$67.30	\$0.07	\$47.11
5B	168-WC01	VEGETATIVE WATERING	79.0	MG	\$34.00	\$2,686.00	\$7.50	\$592.50	\$10.00	\$790.00	\$22.26	\$1,758.54
6B	169-2007	SOIL RETENTION BLANKETS (CL 3) (TY G)	193	SY	\$6.25	\$1,206.25	\$5.00	\$965.00	\$6.00	\$1,158.00	\$4.40	\$849.20
7B	432-2041	RIPRAP (STONE COMMON) (DRY) (18 IN)	89.5	CY	\$90.00	\$8,055.00	\$100.00	\$8,950.00	\$105.00	\$9,397.50	\$94.50	\$8,457.75
8B	459-2010	GABION MATTRESSES (GALV) (9 IN)	8.4	CY	\$240.00	\$2,016.00	\$150.00	\$1,260.00	\$9.00	\$75.60	\$153.39	\$1,288.48
TOTAL COST ALTERNATE 2 BID ADJUSTED FOR CORRECTNESS					\$17,737.55		\$12,954.20		\$13,080.20		\$14,199.26	
ACTUAL BID PROPOSAL ALTERNATE 2					\$17,737.55		\$12,954.20		\$13,080.20		\$14,199.26	
ADJUSTMENT DIFFERENCE ALTERNATE 2					\$0.00		\$0.00		\$0.00		\$0.00	
RONALD REAGAN CORRECTIVE MEASURES - ALTERNATE 3												
1C	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY A)	610.3	CY	\$59.00	\$36,007.70	\$15.00	\$9,154.50	\$20.00	\$12,206.00	\$34.53	\$21,073.66
2C	158-2005	SPEC EXCAV WORK (ORIGINAL)	39.9	CY	\$27.00	\$1,077.30	\$25.00	\$997.50	\$7.00	\$279.30	\$48.19	\$1,922.78
3C	161-WC01	COMPOST (2") (ECC)	1,831	SY	\$2.50	\$4,577.50	\$2.00	\$3,662.00	\$2.00	\$3,662.00	\$1.65	\$3,021.15
4C	161-WC01A	COMPOST (2") (ECC-A)	70	CY	\$35.00	\$2,450.00	\$30.00	\$2,100.00	\$35.00	\$2,450.00	\$30.00	\$2,100.00
5C	161-WC02	COMPOST (3") (ECC)	2,680	SY	\$2.60	\$6,968.00	\$2.50	\$6,700.00	\$2.50	\$6,700.00	\$2.48	\$6,646.40
6C	161-WC02A	COMPOST (3") (ECC-A)	149.6	CY	\$35.00	\$5,236.00	\$30.00	\$4,488.00	\$30.00	\$4,488.00	\$30.00	\$4,488.00
7C	164-WC01	SEEDING FOR EROSION CONTROL (TYPE 1)	2,094	SY	\$0.60	\$1,256.40	\$0.30	\$628.20	\$0.50	\$1,047.00	\$0.29	\$607.26
8C	164-WC01A	SEEDING FOR EROSION CONTROL (TYPE 1-A)	56.6	LB	\$56.00	\$3,169.60	\$15.00	\$849.00	\$55.75	\$3,155.45	\$14.46	\$818.44
9C	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	2,902	SY	\$0.54	\$1,567.08	\$0.30	\$870.60	\$0.50	\$1,451.00	\$0.26	\$754.52
10C	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	4,997	SY	\$0.10	\$499.70	\$0.10	\$499.70	\$0.10	\$499.70	\$0.07	\$349.79
11C	164-WC04A	SEEDING FOR EROSION CONTROL (TYPE 4-A)	17.6	LB	\$31.25	\$550.00	\$8.00	\$140.80	\$30.00	\$528.00	\$7.50	\$132.00
12C	168-WC01	VEGETATIVE WATERING	1,006	MG	\$33.95	\$34,153.70	\$7.50	\$7,545.00	\$9.00	\$9,054.00	\$23.31	\$23,449.86
13C	169-2007	SOIL RETENTION BLANKETS (CL 2) (TY G)	2,577	SY	\$6.25	\$16,106.25	\$5.00	\$12,885.00	\$6.00	\$15,462.00	\$4.40	\$11,338.80
14C	432-2041	RIPRAP (STONE COMMON) (DRY) (18 IN)	221.2	CY	\$90.00	\$19,908.00	\$100.00	\$22,120.00	\$74.00	\$16,368.80	\$94.50	\$20,903.40
15C	459-2010	GABION MATTRESSES (GALV) (9 IN)	338.8	CY	\$221.00	\$74,874.80	\$170.00	\$57,596.00	\$200.00	\$67,760.00	\$153.39	\$51,968.53
16C	480-2001	CLEAN EXIST CULVS	4	EA	\$2,505.00	\$10,020.00	\$2,000.00	\$8,000.00	\$3,100.00	\$12,400.00	\$2,400.00	\$9,600.00
17C	506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	220	LF	\$18.00	\$3,960.00	\$25.00	\$5,500.00	\$17.00	\$3,740.00	\$16.50	\$3,630.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Austin Bridge & Road		Dan Williams Company		Yantis Company		Hunter Industries	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
18C	506-2044	ROCK FILTER DAMS (INSTALL) (TYP 5) (BELOW GRADE CHECK DAMS)	93.2	CY	\$200.00	\$18,640.00	\$100.00	\$9,320.00	\$195.00	\$18,174.00	\$90.00	\$8,388.00
19C	760-2002	DITCH CLEAN / RESHAPING (SY)	679	SY	\$6.00	\$4,074.00	\$10.00	\$6,790.00	\$1.00	\$679.00	\$9.99	\$6,783.21
TOTAL COST ALTERNATE 3 BID ADJUSTED FOR CORRECTNESS					\$245,096.03		\$159,846.30		\$180,104.25		\$177,975.80	
ACTUAL BID PROPOSAL ALTERNATE 3					\$245,096.03		\$159,846.30		\$180,104.25		\$177,975.80	
ADJUSTMENT DIFFERENCE ALTERNATE 3					\$0.00		\$0.00		\$0.00		\$0.00	
RONALD REAGAN CORRECTIVE MEASURES - ALTERNATE 4												
1D	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY A)	23.7	CY	\$91.00	\$2,156.70	\$20.00	\$474.00	\$25.00	\$592.50	\$53.39	\$1,265.34
2D	158-2005	SPEC EXCAV WORK (ORIGINAL)	22.2	CY	\$43.00	\$954.60	\$20.00	\$444.00	\$7.00	\$155.40	\$73.20	\$1,625.04
3D	161-WC01	COMPOST (2") (ECC)	4,017	SY	\$2.50	\$10,042.50	\$3.00	\$12,051.00	\$2.00	\$8,034.00	\$1.65	\$6,628.05
4D	161-WC01A	COMPOST (2") (ECC-A)	40.1	CY	\$35.00	\$1,403.50	\$40.00	\$1,604.00	\$34.00	\$1,363.40	\$30.00	\$1,203.00
5D	161-WC05A	COMPOST (3") (CMT-A)	114.4	CY	\$35.00	\$4,004.00	\$40.00	\$4,576.00	\$34.00	\$3,889.60	\$31.00	\$3,546.40
6D	161-WC06	COMPOST (4") (CMT)	12,726	SY	\$3.85	\$48,995.10	\$1.00	\$12,726.00	\$3.00	\$38,178.00	\$0.86	\$10,944.36
7D	164-WC01	SEEDING FOR EROSION CONTROL (TYPE 1)	16,638	SY	\$0.60	\$9,982.80	\$0.40	\$6,655.20	\$0.60	\$9,982.80	\$0.29	\$4,825.02
8D	164-WC01A	SEEDING FOR EROSION CONTROL (TYPE 1-A)	83	LB	\$56.25	\$4,668.75	\$20.00	\$1,660.00	\$55.00	\$4,565.00	\$14.46	\$1,200.18
9D	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	319	SY	\$0.60	\$191.40	\$1.00	\$319.00	\$0.50	\$159.50	\$0.26	\$82.94
10D	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	16,957	SY	\$0.10	\$1,695.70	\$0.10	\$1,695.70	\$0.10	\$1,695.70	\$0.07	\$1,186.99
11D	164-WC04A	SEEDING FOR EROSION CONTROL (TYPE 4-A)	25.9	LB	\$31.25	\$809.38	\$10.00	\$259.00	\$31.00	\$802.90	\$7.50	\$194.25
12D	168-WC01	VEGETATIVE WATERING	2,608	MG	\$34.00	\$88,672.00	\$7.50	\$19,560.00	\$9.00	\$23,472.00	\$23.31	\$60,792.48
13D	169-2005	SOIL RETENTION BLANKETS (CL 2) (TY E)	3,573	SY	\$1.25	\$4,466.25	\$1.50	\$5,359.50	\$1.00	\$3,573.00	\$4.40	\$15,721.20
14D	169-2007	SOIL RETENTION BLANKETS (CL 2) (TY G)	133	SY	\$6.25	\$831.25	\$6.00	\$798.00	\$6.00	\$798.00	\$4.40	\$585.20
15D	432-2041	RIPRAP (STONE COMMON) (DRY) (18 IN)	74.2	CY	\$90.00	\$6,678.00	\$100.00	\$7,420.00	\$70.00	\$5,194.00	\$94.50	\$7,011.90
16D	459-2010	GABION MATTRESSES (GALV) (9 IN)	15.8	CY	\$206.00	\$3,254.80	\$600.00	\$9,480.00	\$200.00	\$3,160.00	\$153.39	\$2,423.56
17D	480-2001	CLEAN EXIST CULVS	5	EA	\$2,505.00	\$12,525.00	\$3,000.00	\$15,000.00	\$3,830.00	\$19,150.00	\$2,400.00	\$12,000.00
18D	760-2002	DITCH CLEAN / RESHAPING (SY)	3,768	SY	\$4.40	\$16,579.20	\$5.00	\$18,840.00	\$1.00	\$3,768.00	\$11.13	\$41,937.84
19D	WC 105-001	BIODEGRADABLE EROSION CONTROL LOGS (MULCH)	135	LF	\$7.80	\$1,053.00	\$12.00	\$1,620.00	\$7.50	\$1,012.50	\$5.10	\$688.50
20D	WC 101-001	SOIL RIPPING (12")	6,735	SY	\$1.80	\$12,123.00	\$1.00	\$6,735.00	\$2.35	\$15,827.25	\$9.99	\$67,282.65
TOTAL COST ALTERNATE 4 BID ADJUSTED FOR CORRECTNESS					\$231,086.93		\$127,276.40		\$145,373.55		\$241,144.90	
ACTUAL BID PROPOSAL ALTERNATE 4					\$231,086.93		\$127,276.40		\$145,373.55		\$241,144.90	
ADJUSTMENT DIFFERENCE ALTERNATE 4					\$0.00		\$0.00		\$0.00		\$0.00	

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Austin Bridge & Road		Dan Williams Company		Yantis Company		Hunter Industries	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
RONALD REAGAN CORRECTIVE MEASURES - ALTERNATE 5												
1E	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY A)	7	CY	\$118.00	\$826.00	\$100.00	\$700.00	\$28.00	\$196.00	\$169.62	\$1,187.34
2E	161-WC01	COMPOST (2") (ECC)	2,023	SY	\$2.50	\$5,057.50	\$2.00	\$4,046.00	\$2.00	\$4,046.00	\$1.65	\$3,337.95
3E	161-WC01A	COMPOST (2") (ECC-A)	23.2	CY	\$35.00	\$812.00	\$40.00	\$928.00	\$36.00	\$835.20	\$30.00	\$696.00
4E	161-WC02	COMPOST (3") (ECC-A)	58	SY	\$2.60	\$150.80	\$3.00	\$174.00	\$2.50	\$145.00	\$2.48	\$143.84
5E	161-WC05	COMPOST (3") (CMT)	133	SY	\$3.00	\$399.00	\$1.00	\$133.00	\$3.00	\$399.00	\$0.82	\$109.06
6E	161-WC01	SEEDING FOR EROSION CONTROL (TYPE 1)	2,000	SY	\$0.60	\$1,200.00	\$0.50	\$1,000.00	\$0.60	\$1,200.00	\$0.29	\$580.00
7E	164-WC01A	SEEDING FOR EROSION CONTROL (TYPE 1-A)	11.2	LB	\$56.25	\$630.00	\$20.00	\$224.00	\$55.00	\$616.00	\$14.46	\$161.95
8E	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	607	SY	\$0.60	\$364.20	\$1.00	\$607.00	\$0.50	\$303.50	\$0.26	\$157.82
9E	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	2,607	SY	\$0.10	\$260.70	\$0.10	\$260.70	\$0.10	\$260.70	\$0.07	\$182.49
10E	164-WC04A	SEEDING FOR EROSION CONTROL (TYPE 4-A)	3.5	LB	\$31.25	\$109.38	\$10.00	\$35.00	\$31.00	\$108.50	\$7.50	\$26.25
11E	168-WC01	VEGETATIVE WATERING	389	MG	\$34.00	\$13,226.00	\$7.50	\$2,917.50	\$10.00	\$3,890.00	\$26.64	\$10,362.96
12E	169-2007	SOIL RETENTION BLANKETS (CL 2) (TY G)	190	SY	\$6.25	\$1,187.50	\$6.00	\$1,140.00	\$6.00	\$1,140.00	\$4.40	\$836.00
13E	480-2001	CLEAN EXIST CULVS	2	EA	\$2,090.00	\$4,180.00	\$2,000.00	\$4,000.00	\$4,200.00	\$8,400.00	\$2,400.00	\$4,800.00
14E	506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	105	LF	\$18.00	\$1,890.00	\$20.00	\$2,100.00	\$18.00	\$1,890.00	\$16.50	\$1,732.50
15E	760-2002	DITCH CLEAN / RESHAPING (SY)	823	SY	\$5.00	\$4,115.00	\$4.00	\$3,292.00	\$1.00	\$823.00	\$9.99	\$8,221.77
TOTAL COST ALTERNATE 5 BID ADJUSTED FOR CORRECTNESS					\$34,408.08		\$21,557.20		\$24,252.90		\$32,535.93	
ACTUAL BID PROPOSAL ALTERNATE 5					\$34,408.08		\$21,557.20		\$24,252.90		\$32,535.93	
ADJUSTMENT DIFFERENCE ALTERNATE 5					\$0.00		\$0.00		\$0.00		\$0.00	
RONALD REAGAN CORRECTIVE MEASURES - ALTERNATE 6												
1F	132-2005	EMBANKMENT (FINAL) (ORD COMP) (TY A)	14.5	CY	\$93.00	\$1,348.50	\$50.00	\$725.00	\$25.00	\$362.50	\$169.62	\$2,459.49
2F	161-WC01	COMPOST (2") (ECC)	410	SY	\$2.50	\$1,025.00	\$2.00	\$820.00	\$2.00	\$820.00	\$1.65	\$676.50
3F	161-WC01A	COMPOST (2") (ECC-A)	37.5	CY	\$35.00	\$1,312.50	\$35.00	\$1,312.50	\$34.00	\$1,275.00	\$30.00	\$1,125.00
4F	161-WC02	COMPOST (3") (ECC-A)	182	SY	\$2.60	\$473.20	\$3.00	\$546.00	\$2.00	\$364.00	\$2.48	\$451.36
5F	161-WC06	COMPOST (4") (CMT)	100	SY	\$3.85	\$385.00	\$1.00	\$100.00	\$2.75	\$275.00	\$0.86	\$86.00
6F	161-WC01	SEEDING FOR EROSION CONTROL (TYPE 1)	532	SY	\$0.60	\$319.20	\$0.50	\$266.00	\$0.50	\$266.00	\$0.29	\$154.28
7F	164-WC01A	SEEDING FOR EROSION CONTROL (TYPE 1-A)	10.7	LB	\$56.25	\$601.88	\$20.00	\$214.00	\$55.00	\$588.50	\$14.46	\$154.72
8F	164-WC03	SEEDING FOR EROSION CONTROL (TYPE 3)	160	SY	\$0.60	\$96.00	\$1.00	\$160.00	\$0.40	\$64.00	\$0.26	\$41.60
9F	164-WC04	SEEDING FOR EROSION CONTROL (TYPE 4)	692	SY	\$0.10	\$69.20	\$0.10	\$69.20	\$0.10	\$69.20	\$0.07	\$48.44
10F	164-WC04A	SEEDING FOR EROSION CONTROL (TYPE 4-A)	3.3	LB	\$31.25	\$103.13	\$8.00	\$26.40	\$30.00	\$99.00	\$7.50	\$24.75
11F	168-WC01	VEGETATIVE WATERING	161	MG	\$34.00	\$5,474.00	\$10.00	\$1,610.00	\$8.00	\$1,288.00	\$22.26	\$3,583.86
12F	169-2005	SOIL RETENTION BLANKETS (CL 2) (TY E)	22	SY	\$1.25	\$27.50	\$1.50	\$33.00	\$1.00	\$22.00	\$4.40	\$96.80
13F	432-2041	RIPRAP (STONE COMMON) (DRY) (18 IN)	291.6	CY	\$90.00	\$26,244.00	\$95.00	\$27,702.00	\$70.00	\$20,412.00	\$94.50	\$27,556.20
14F	459-2010	GABION MATTRESSES (GALV) (9 IN)	7.7	CY	\$206.00	\$1,586.20	\$170.00	\$1,309.00	\$200.00	\$1,540.00	\$153.39	\$1,181.10
15F	506-2002	ROCK FILTER DAMS (INSTALL) (TY 2)	24	LF	\$18.00	\$432.00	\$20.00	\$480.00	\$17.00	\$408.00	\$21.00	\$504.00
16F	WC 105-001	BIODEGRADEALBE EROSION CONTROL LOGS (MULCH)	15	LF	\$7.80	\$117.00	\$10.00	\$150.00	\$7.50	\$112.50	\$5.10	\$76.50

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Austin Bridge & Road		Dan Williams Company		Yantis Company		Hunter Industries	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
		TOTAL COST ALTERNATE 6 BID ADJUSTED FOR CORRECTNESS				\$39,614.31		\$35,523.10		\$27,965.70		\$38,220.60
		ACTUAL BID PROPOSAL ALTERNATE 6				\$39,614.31		\$35,523.10		\$27,965.70		\$38,220.60
		ADJUSTMENT DIFFERENCE ALTERNATE 6				\$0.00		\$0.00		\$0.00		\$0.00
		Acknowledgment of Addenda										
		Addendum No. 1:				Yes		Yes		Yes		Yes
		Addendum No. 2:				Yes		Yes		Yes		Yes
		Addendum No. 3:				Yes		Yes		Yes		Yes
		BID BOND & INSURANCE				Yes		Yes		Yes		Yes
		Conflict of Interest Statement				Yes		Yes		Yes		Yes
		Disclosure of Lobbing Activities				Yes		Yes		Yes		Yes
		References (Minimum of Three)				Yes		Yes		Yes		Yes

Victims Assistance Donations

Commissioners Court - Regular Session

Date: 01/11/2011
Submitted By: Lisa Moore, County Auditor
Submitted For: Melanie Denny
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donations received from Cartridges for Kids Cell Phone Collection Fundraiser.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367400	Donations	\$306.00	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 01/04/2011 10:30 AM
 Final Approval Date: 01/06/2011

Victims Assistance Donations

Commissioners Court - Regular Session

Date: 01/11/2011
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 the use of Victim's Assistance donations:

Background

Donations received from Cartridges for Kids Cell Phone Collection Fundraiser.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0560.003671	V. A. Donations	\$306.00	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
 Started On: 01/04/2011 10:35 AM
 Final Approval Date: 01/06/2011

Park Donations

Commissioners Court - Regular Session

Date: 01/11/2011
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:

\$400 from Round Rock Presbyterian Church for Eagle Project

\$33 from Joyce Hess for a memorial tree for Marjorie Daniels

\$34 from Jane McAdams for a memorial tree for Marjorie Daniels

\$80 from Scott Sanford for firewood donation

\$40 from Dale Shuffield for firewood donation

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367403	Park Donations	\$587.00	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
 Started On: 01/04/2011 10:39 AM
 Final Approval Date: 01/06/2011

Park Donations

Commissioners Court - Regular Session

Date: 01/11/2011
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:

\$400 from Round Rock Presbyterian Church for Eagle Project

\$33 from Joyce Hess for a memorial tree for Marjorie Daniels

\$34 from Jane McAdams for a memorial tree for Marjorie Daniels

\$80 from Scott Sandford for firewood donation

\$40 from Dale Shuffield for firewood donation

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003670	Use of Donations	\$587.00	01

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
 Started On: 01/04/2011 10:44 AM
 Final Approval Date: 01/06/2011

Discuss Real Estate Matters

Commissioners Court - Regular Session

Date: 01/11/2011
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 CR 274/San Gabriel Parkway.
 - i) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
 - j) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
 - k) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.

l) Discuss proposed Northwoods Road District.

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

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

o) Discuss proposed realignment project along FM 1660.

p) Discuss proposed acquisition of property for right-of-way on Pond Springs Road.

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: 01/06/2011 09:25 AM

Final Approval Date: 01/06/2011

Discuss Pending or Contemplated Litigation Commissioners Court - Regular Session

Date: 01/11/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Executive Session

Information

Agenda Item

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

a) Cause No. 10-1166-C277; GTE Southwest Incorporated d/b/a Verizon Southwest vs. Williamson County, in the District Court of Williamson County, Texas, 277th Judicial District.

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: 01/06/2011 09:41 AM
 Final Approval Date: 01/06/2011

**Consultation with Attorney regarding Pending or Potential Claims and
Litigation or other confidential attorney-client matters
Commissioners Court - Regular Session**

Date: 01/11/2011
Submitted By: Prejean Henry, County Attorney
Submitted For: Prejean Henry
Department: County Attorney
Agenda Category: Executive Session

Information

Agenda Item

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

Litigation or claims or potential litigation or claims against the County or by the County and/or other confidential attorney-client matters, including contracts

- Specialized Billing & Collection Systems, Inc. Service Agreement and possible discussion of EMS billing write-off policy

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Prejean Henry Started On: 01/06/2011 11:30 AM
 Final Approval Date: 01/06/2011