

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**FEBRUARY 15TH, 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 – 6 )

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0402.001101	P/T Salaries 20-30 hrs/wk	\$3,240.00	1
To	0100.0402.001107	Temporary Labor/Seasonal Help	\$3,240.00	2

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0454-001100	Salaries	\$1,015.63	

To	0100-0454-001107	Temp Labor	\$1,015.63	
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## REGULAR AGENDA

7. Hear the February 2011 Construction Summary Report for Road Bond and Pass Through Construction Projects.
8. Discuss and take appropriate action on road bond program.
9. Discuss and take appropriate action regarding an interlocal agreement with City of Georgetown regarding S.W. By Pass
10. Consider authorizing the County Judge to execute a deed from Williamson County to the State of Texas transferring certain right of way required for construction of the US183 extension project, and take other appropriate action.
11. Consider authorizing County Judge to execute an Interlocal Agreement with the City of Round Rock regarding improvements to and annexation of University Boulevard.
12. Discuss and consider and proclamation for a memorial tree honoring the memory of Cpl. Tevan Nguyen.
13. Discuss and consider approving a stipend for MOT.

### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-583-00507	Transfer to RCS	1,384	
To	100-341-2010	Fica	89.00	
To	100-341-1100	F/T Salaries	1,160	
To	100-341-2020	Retirement	135.00	

14. Discuss and consider appointing Bill Brown to fill the currently vacant position on the ESD Board #3 to fill a term expiring December 31, 2013.
15. Discuss and take appropriate action on reappointment of James H. (Jim) Mills and Robert L. (Bob) Bennett, Jr. to the Central Texas Regional Mobility Authority (CTRMA).
16. Discuss and take appropriate action on emergency assistance for Williamson Burnet Counties Opportunities (WBCO).
17. Discuss and take possible action regarding Texas legislative issues and bills that relate to county business.
18. Discuss and take appropriate action on Burn Ban.

19. Consider awarding bids received for Bid # 11WC910, for the Byers Tract Seedling Planting, Tree Removal, and Sign Installation Services, to the lowest and best bidder- KC Commercial, LLC
20. Consider authorizing advertising and setting date of March 15, 2011 at 3:00pm in the Purchasing Department to initially receive proposals for Suitable Properties for Conserving Endangered Species and Providing Open Space, proposal # 11WCP1003.
21. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for the Sheriff's Office:

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.370515	US Marshal/ICE Svc Rev	\$12,000.00	01

22. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of Sheriff's Office revenue:

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0560.001110	Overtime	\$9,102.60	01
	0100.0560.002010	FICA	\$918.00	02
	0100.0560.002020	Retirement	\$1,379.40	03
	0100.0560.002050	Worker's Comp	\$600.00	04

## **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)."***

23. 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 SH 195 0.805 South of Bell County Line to IH 35.
    - b) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard

and 620 project.

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

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

e) Discuss proposed acquisition of property for proposed SH 29 Safety Improvement project.

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

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

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

i) Discuss proposed Northwoods Road District.

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

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

l) Discuss proposed realignment project along FM 1660.

m) Discuss proposed acquisition of property for right-of-way along Pond Springs Road.

n) Discuss proposed acquisition of property for right-of-way along Chandler III A.

o) 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.

- 24.** 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.

- 25.** 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.

**26.** Discuss and take appropriate action on real estate.

**27.** 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.

**28.** Comments from Commissioners.

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Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the \_\_\_\_\_ day of \_\_\_\_\_, 2011 at \_\_\_\_\_ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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

**Date:** 02/15/2011  
**Submitted By:** Lisa Zirkle, Human Resources  
**Submitted For:** Lisa Zirkle  
**Department:** Human Resources  
**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0402.001101	P/T Salaries 20-30 hrs/wk	\$3,240.00	1
To	0100.0402.001107	Temporary Labor/Seasonal Help	\$3,240.00	2

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Form Started By: Lisa Zirkle      Started On: 02/09/2011 05:04 PM  
 Final Approval Date: 02/10/2011

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## Line Item Transfer for JP 4

### Commissioners Court - Regular Session

**Date:** 02/15/2011  
**Submitted By:** Jessica Schmidt, J.P. Pct. #4  
**Submitted For:** Jessica Schmidt  
**Department:** J.P. Pct. #4  
**Agenda Category:** Consent

#### Information

##### Agenda Item

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

##### Background

JP 4 is requesting a line item transfer from Salaries to Temp Labor in the amount of \$1,015.63 to cover labor expense for one Temp in Court Clerk position. We have one Temp in Court Clerk position on a probationary basis.

#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0454-001100	Salaries	\$1,015.63	
To	0100-0454-001107	Temp Labor	\$1,015.63	

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Form Started By: Jessica Schmidt      Started On: 02/10/2011 09:12 AM  
 Final Approval Date: 02/10/2011

## Construction Summary Report February 2011 Commissioners Court - Regular Session

**Date:** 02/15/2011  
**Submitted By:** Tiffany Mcconnell, Road Bond  
**Submitted For:** Tiffany Mcconnell  
**Department:** Road Bond  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Hear the February 2011 Construction Summary Report for Road Bond and Pass Through Construction Projects.

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [Feb 2011 CSR](#)

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### Form Routing/Status

Form Started By: Tiffany Mcconnell  
Started On: 02/10/2011 09:24 AM  
Final Approval Date: 02/10/2011

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# ROAD BOND & PASS THROUGH FINANCING

## Construction Summary Report

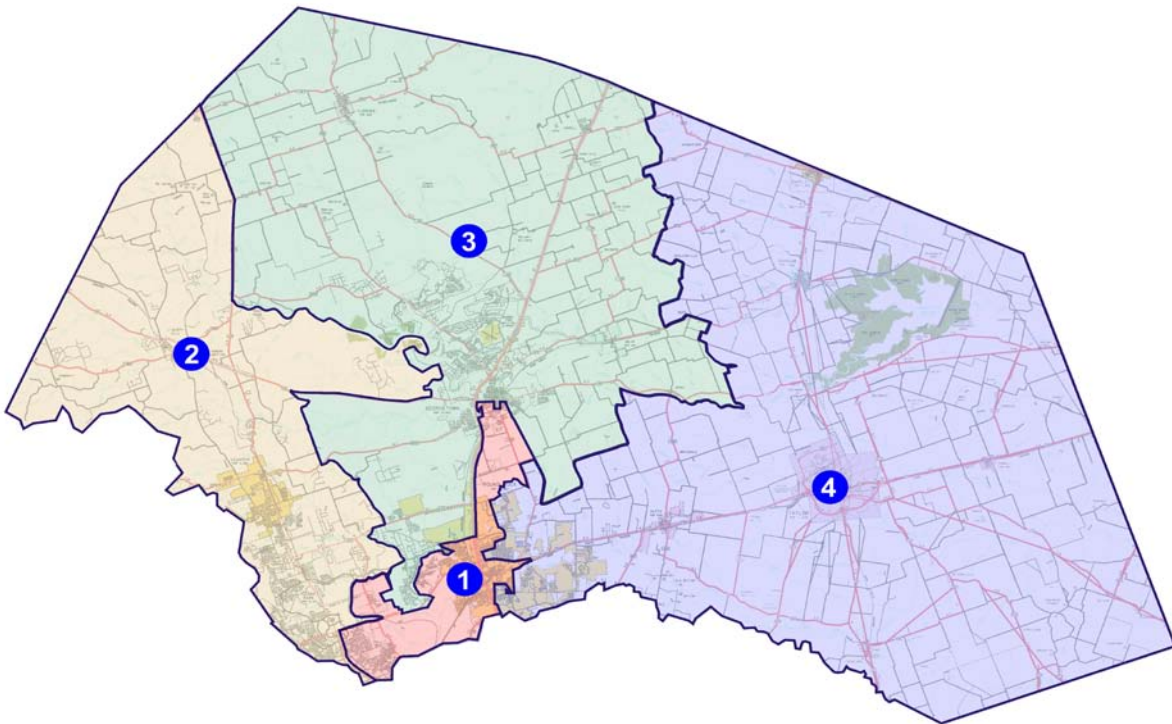
County Judge  
Dan Gattis

Commissioners  
Lisa Birkman  
Cynthia Long  
Valerie Covey  
Ron Morrison

# February 2011

[WWW.ROADBOND.ORG](http://WWW.ROADBOND.ORG)

Volume X - Issue No. 2



Presented By:



PRIME  
STRATEGIES,  
INC.

**HNTB**

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# **WILLIAMSON COUNTY**

## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

SUBSTANTIAL CONSTRUCTION COMPLETE/OPEN TO TRAFFIC - AS OF JANUARY 2011

#### **Precinct 1**

- Pond Springs Road (signal) – July 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- Lakeline Blvd – July 2007
- RM 620, Phase 1 – January 2009
- SE Inner Loop @ FM 1460 – November 2009
- CR 111 (Westinghouse Road) – June 2010
- Pond Springs Road – September 2010

#### **Precinct 2**

- Cedar Hollow at SH 29 (signal) – Aug 2002
- FM 1869 at SH 29 (signal) – Aug 2002
- County Road 175 – June 2003
- River Bend Oaks – Aug 2003
- County Road 200 – Sept 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sept 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Sept 2007
- Ronald Reagan Blvd South, Ph. 2 – Feb 2008
- US 183 @ San Gabriel Pkwy – Feb 2008
- CR 175 Phase 2A – Jan 2010
- US 183 @ FM 3405 Traffic Signal – Feb 2010
- US 183 @ FM 3405 Left Turn Lanes – May 2010
- CR 214 Phase 2A – Jan 2011

#### **Precinct 3**

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

#### **Precinct 4**

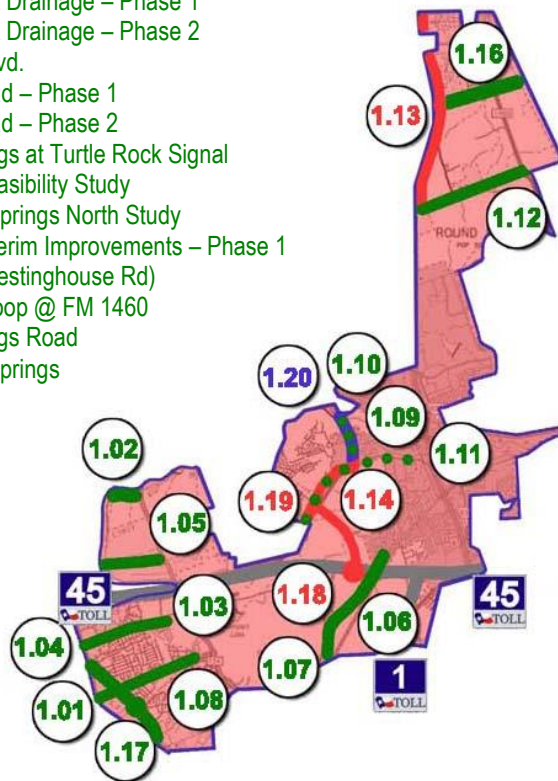
- Wooden Bridges (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- CR 368 & 369 – Aug 2003
- County Road 300 – Dec 2003
- CR 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – March 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – July 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – March 2008
- Limmer Loop, Ph. 1C – October 2008
- Gattis School Road – June 2010
- US 79, Section 5B (Pass Through Financing) – August 2010
- Chandler Rd, Ph. 3B – October 2010
- US 79, Section 5A (Pass Through Financing) – December 2010

# PRECINCT 1

## COMMISSIONER BIRKMAN

### Completed/Open to Traffic

- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd
- 1.03 Lake Creek Drainage – Phase 1
- 1.04 Lake Creek Drainage – Phase 2
- 1.05 Lakeline Blvd.
- 1.06 McNeil Road – Phase 1
- 1.07 McNeil Road – Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study
- 1.10 Wyoming Springs North Study
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.12 CR 111 (Westinghouse Rd)
- 1.16 SE Inner Loop @ FM 1460
- 1.17 Pond Springs Road
- 1.20 Wyoming Springs



### Under Construction / Bidding

- 1.14 O'Connor Extension

### In Design

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

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

Original Contract Price = \$5,864,053.94

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/2/2008	4/15/2008	6/6/2008	6/16/2008	6/16/2010		730	60	790	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	6/16/2008	6/30/2008	15	\$273,125.71	\$273,125.71	\$14,375.04	\$14,375.04	5	2
2	7/1/2008	7/31/2008	31	\$690,458.44	\$963,584.15	\$36,339.92	\$50,714.96	17	6
3	8/1/2008	8/31/2008	31	\$405,777.61	\$1,369,361.76	\$21,356.71	\$72,071.67	25	10
4	9/1/2008	9/30/2008	30	\$410,275.17	\$1,779,636.93	\$21,593.43	\$93,665.10	31	14
5	10/1/2008	10/31/2008	31	\$170,855.60	\$1,950,492.53	\$8,992.40	\$102,657.50	34	17
6	11/1/2008	11/30/2008	30	\$328,636.79	\$2,279,129.32	\$17,296.67	\$119,954.17	40	21
7	12/1/2008	12/31/2008	31	\$183,573.77	\$2,462,703.09	\$9,661.78	\$129,615.95	43	25
8	1/1/2009	1/31/2009	31	\$85,656.15	\$2,548,359.24	\$4,508.22	\$134,124.17	45	29
9	2/1/2009	2/28/2009	28	\$199,204.04	\$2,747,563.28	\$10,484.42	\$144,608.59	48	33
10	3/1/2009	3/31/2009	31	\$148,110.31	\$2,895,673.59	\$7,795.28	\$152,403.87	51	37
11	4/1/2009	4/30/2009	30	\$516,671.71	\$3,412,345.30	\$27,193.25	\$179,597.12	60	40
12	5/1/2009	5/31/2009	31	\$226,555.61	\$3,638,900.91	\$11,923.98	\$191,521.10	65	44
13	6/1/2009	6/30/2009	30	\$249,244.85	\$3,888,145.76	\$13,118.15	\$204,639.25	69	48
14	7/1/2009	7/31/2009	31	\$332,593.17	\$4,220,738.93	\$17,504.90	\$222,144.15	75	52
15	8/1/2009	8/31/2009	31	\$245,723.19	\$4,466,462.12	\$12,932.80	\$235,076.95	79	56
16	9/1/2009	9/30/2009	23	\$296,925.12	\$4,763,387.24	\$15,627.64	\$250,704.59	84	59
17	10/1/2009	10/31/2009	14	\$135,901.82	\$4,899,289.06	\$7,152.73	\$257,857.32	78	61
18	11/1/2009	11/30/2009	30	\$144,217.19	\$5,043,506.25	\$7,590.38	\$265,447.70	80	64
19	12/1/2009	12/31/2009	31	\$77,935.90	\$5,121,442.15	\$4,101.89	\$269,549.59	81	68
20	1/1/2010	1/31/2010	31	\$54,006.73	\$5,175,448.88	\$2,842.46	\$272,392.05	82	72
21	2/1/2010	2/28/2010	28	\$7,264.88	\$5,182,713.76	\$382.36	\$272,774.41	82	76
22	3/1/2010	3/31/2010	31	\$178,526.02	\$5,361,239.78	\$9,396.11	\$282,170.52	85	80
23	4/1/2010	4/30/2010	30	\$722,864.30	\$6,084,104.08	\$38,045.48	\$320,216.00	97	84
24	5/1/2010	5/31/2010	31	\$31,296.10	\$6,115,400.18	\$1,647.17	\$321,863.17	97	87
25	6/1/2010	6/30/2010	16	\$215,437.16	\$6,330,837.34	-\$192,662.41	\$129,200.76	97	89
26	7/1/2010	8/31/2010	N/A	\$16,903.14	\$6,347,740.48	\$344.96	\$129,545.72	97	-

1/28/2011 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 5/26/2010. JC Evans has completed the final punchlist items and another walk-through was held with the City of Georgetown. A meeting with the City is being rescheduled to discuss clear zone and speed limit. JC Evans completed some additional punchlist items added by the City of Georgetown.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/23/2008	6,660.00	6,660.00

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	10/7/2008	100,144.67	106,804.67

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	3/10/2009	42,796.26	149,600.93

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/30/2009	2,760.00	152,360.93

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	4/3/2009	-92,636.54	59,724.39

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	5/8/2009	16,730.56	76,454.95
4B: Third Party Accommodation. Third party requested work: The Developer requested the installation of additional driveways and gates on the Madison Property. The Developer has submitted payment to Williamson County.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	5/8/2009	2,400.00	78,854.95
2G: Differing Site Conditions. Unadjusted Utility. The Contractor relocated an existing Flush Valve Hydrant that was in conflict with the proposed rip rap slope on the NW corner of Park Central Drive.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	10/20/2009	686,352.92	765,207.87
3F: County Convenience. Additional work desired by the County. This Change Order accounts for additional costs associated with widening and realigning the FM 1460 Intersection at Westinghouse Rd. Sixty (60) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	3/4/2010	5,000.00	770,207.87
3E: County Convenience. Reduction of future maintenance. This Change Order accounts for costs associated with the constructions of an underdrain from the median nose just east of Park Central to the south side of the roadway, including a tie-in to the storm drain system.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	6/23/2010	2,696.75	772,904.62
4B: Third Party Accommodation. Third party requested work. This change order provides payment for additional work by the Contractor to build a new driveway at Sta 58+50. The County has agreed to build a dirt driveway and construct a curb cut, while the property owner will be responsible for placing base on the driveway.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	8/18/2010	1,510.00	774,414.62
2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This change order provides payment for additional work by the Contractor to install a 6-strand barbed wire fence at the ROW boundary across the new driveway at Sta 66+00 EB.			
			Adjusted Price = \$6,638,468.56

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

Original Contract Price = \$889,492.48

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

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

1/28/2011 Comments - JO'B Site Construction has gone out of business and defaulted on the remaining punch list work items. GEC is coordinating with Williamson County, who is corresponding with the bonding company.

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

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

Adjusted Price = \$889,414.60

# **Pond Springs Widening (McNeil Rd to US 183)**

**Project No. 09WC710**

Original Contract Price = \$3,167,595.05

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
5/6/2009	5/12/2009	6/3/2009	6/12/2009	9/23/2010		150	319	469	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	6/24/2009	6/30/2009	7	\$152,121.44	\$152,121.44	\$16,902.38	\$16,902.38	5	1
2	7/1/2009	7/31/2009	31	\$214,799.85	\$366,921.29	\$23,866.65	\$40,769.03	13	8
3	8/1/2009	8/31/2009	31	\$218,310.42	\$585,231.71	\$24,256.72	\$65,025.75	20	15
4	9/1/2009	9/30/2009	30	\$185,674.01	\$770,905.72	\$20,630.44	\$85,656.19	27	21
5	10/1/2009	10/31/2009	31	\$77,230.62	\$848,136.34	\$8,581.18	\$94,237.37	29	28
6	11/1/2009	11/30/2009	30	\$235,853.77	\$1,083,990.11	\$26,205.98	\$120,443.35	38	34
7	12/1/2009	12/31/2009	31	\$231,299.76	\$1,315,289.87	\$25,699.97	\$146,143.32	46	41
8	1/1/2010	1/31/2010	31	\$145,428.65	\$1,460,718.52	\$16,158.74	\$162,302.06	50	47
9	2/1/2010	2/28/2010	28	\$91,170.25	\$1,551,888.77	\$10,130.03	\$172,432.09	53	53
10	3/1/2010	3/31/2010	31	\$331,511.39	\$1,883,400.16	-\$73,305.77	\$99,126.32	61	60
11	4/1/2010	4/30/2010	30	\$472,627.27	\$2,356,027.43	\$24,875.12	\$124,001.44	75	66
12	5/1/2010	5/31/2010	31	\$144,603.16	\$2,500,630.59	\$7,610.60	\$131,612.04	79	73
13	6/1/2010	6/30/2010	30	\$103,047.28	\$2,603,677.87	\$5,423.64	\$137,035.68	72	79
14	7/1/2010	7/31/2010	31	\$527,507.50	\$3,131,185.37	\$27,763.55	\$164,799.23	84	86
15	8/1/2010	8/31/2010	31	\$194,913.06	\$3,326,098.43	\$10,258.58	\$175,057.81	89	93
16	9/1/2010	9/30/2010	23	\$75,726.95	\$3,401,825.38	\$3,985.63	\$179,043.44	91	97
17	10/1/2010	10/31/2010	N/A	\$130,536.78	\$3,532,362.16	-\$106,954.42	\$72,089.02	92	-
18	11/1/2010	11/30/2010	N/A	\$52,064.59	\$3,584,426.75	\$1,062.55	\$73,151.57	93	-
19	12/1/2010	12/31/2010	N/A	\$29,595.34	\$3,614,022.09	\$603.98	\$73,755.55	94	-

1/28/2011 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 8/6/2010. RGM is nearing completion of the final punchlist items. Subcontractor ATS is rewiring the Turtle Rock intersection to address COA punchlist items. The GEC and COA continue to discuss the final punchlist items added by the COA.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/23/2009	15,313.65	15,313.65

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/11/2009	2,869.98	18,183.63

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/11/2009	15,000.00	33,183.63

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	9/22/2009	111,840.00	145,023.63

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

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

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

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

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

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

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

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

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



<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	12/8/2009	189,547.62	358,526.12
2G: Differing Site Conditions. Unadjusted utility (unforeseeable). 4B: Third Party Accommodation. Third party requested work. In order to complete the project, the contractor will need to adjust and/or relocate existing City of Austin utilities in and outside the proposed roadway pavement section. The City of Austin will reimburse the County in full for the final quantities of this work.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	12/3/2009	18,800.00	377,326.12
1A: Design Error or Omission. Incorrect PS&E. 4D: Third Party Accommodation. Other. 2J: Differing Site Conditions. Other. Due to design issues, unexpected/differing site conditions, and a lengthy City of Austin review process regarding driveways, culverts, and side streets, one hundred three (103) additional days are being added to the Contract schedule to account for the delay to the Contractor.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	6/15/2010	68,992.95	446,319.07
2G: Differing Site Conditions. Unadjusted utility (unforeseeable). Due to locations of existing COA utilities, the 5x2 box culvert had to be relocated under the pavement of the southbound lane of Pond Springs. Lane closures will be needed and will reduce production due to time restrictions of road work. 4B: Third Party Accommodation. Third party requested work. In order for COA to approve the relocation of the 5x2 box, they required a concrete trench cap be placed over the two (2) water line crossings. One hundred thirty (130) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	2/16/2010	2,196.50	448,515.57
1A: Design Error or Omission. Incorrect PS&E. Due to the Advance Landscape Design driveway slope being out of spec, gate adjustments are needed in order to construct a driveway past the ROW limit to meet City requirements.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	4/19/2010	21,193.00	469,708.57
2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). Due to miscellaneous differences in site conditions, plans have been revised and altered in the field thus creating the need to overrun existing bid items.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	4/19/2010	13,561.87	483,270.44
1A: Design Error or Omission. Incorrect PS&E. Due to field conditions not matching the plans, the design engineer revised two driveway culvert crossings utilizing items that were not in the original plan set. The Engineer also added in the quantities for the missing pedestrian signal foundations at the Hunters Chase intersection. Two (2) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
15	5/3/2010	21,485.46	504,755.90
1A: Design Error or Omission. Incorrect PS&E. This change order adds asphalt repair and transition/surface milling on the north end of the project to accelerate the opening of Pond Springs to traffic from Anderson Mill Road north to the US 183 Frontage Road. This additional work is needed in order to complete the project and is a new item not included in the original bid set of plans. Additional asphalt testing will be required due to the asphalt repair work. Two (2) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
16	5/17/2010	23,354.76	528,110.66
1A: Design Error or Omission. Incorrect PS&E. Plan revisions added new types of railing that were not in the original contract. This change order will cover the installation of the new railing & transitions and the removal & disposal of the existing guardrail where it will not be reinstalled. Seven (7) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
17	5/17/2010	20,119.26	548,229.92
1A: Design Error or Omission. Incorrect PS&E. Transition milling is needed in order to complete the project. This item was not in the original bid set of plans and will be added. The transition milling will be at all tie-ins throughout the remainder of the project south of Anderson Mill Road. Two (2) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
18	6/18/2010	6,567.55	554,797.47
1A: Design Error or Omission. Incorrect PS&E. The original size of the proposed culvert (30") under Roxie Dr. could not be installed due to the existing elevation of the intersection. In order to install the cross drainage and minimize the amount that the roadway will have to be built up, the culvert size was revised to two 24" pipes and cement stabilized backfill material will be used in the trench to speed the construction. One (1) day was added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
19	6/18/2010	64,437.41	619,234.88
1A: Design Error or Omission. Incorrect PS&E. The headwalls (heights) that were bid on for the project's three main culverts differ from the heights shown on the culvert layout sheets as well as what was constructed in the field. This change order covers the construction of the headwall's actual height at the upstream and downstream end of each culvert. In addition, to construct the new widened roadway over the southwest corner of Culvert #2, the upstream headwall had to be lengthened, including drilling piers and additional traffic control. Five (5) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
20	7/19/2010	77,000.00	696,234.88
2A: Differing Site Conditions. Dispute Resolution (expense caused by conditions and/or resulting delay). Due to various delays, the project has been extended by 269 calendar days. The paving subcontractor is no longer able to procure asphalt at the Contract Unit Price. This Change Order partially compensates the Contractor for asphalt price escalation.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
21	10/4/2010	6,470.36	702,705.24

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
22	11/2/2010	58,327.13	761,032.37

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
23	1/16/2011	4,099.33	765,131.70

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). The original contract called out for fifty-five trees to be removed for sidewalk and slope construction. To save as many trees as possible, the contractor was able to prune and save forty-two trees, leaving only thirteen trees needing to be removed. Also, a short section of original handrail will be relocated due to a change in field conditions. 2I: Differing Site Conditions. Additional safety needs (unforeseeable). The original handrail does not meet ADA requirements for ramp applications. Therefore, an approved handrail has been added and will be installed to meet ADA requirements on a ramp section as required by the ADA Inspector.

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Adjusted Price = \$3,932,726.75

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# PRECINCT 2

## COMMISSIONER LONG

### Under Construction / Bidding

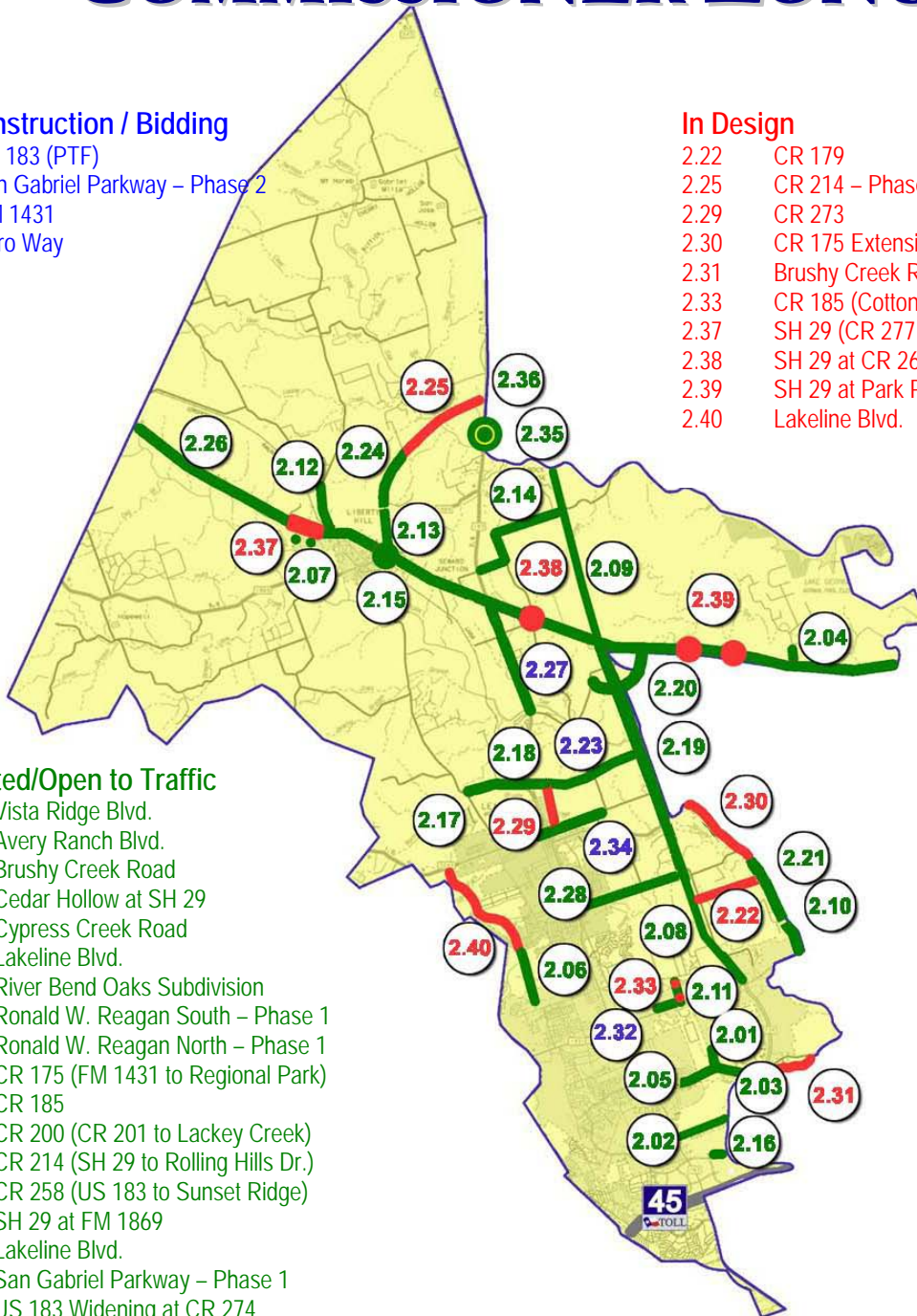
- 2.27 US 183 (PTF)
- 2.23 San Gabriel Parkway – Phase 2
- 2.32 RM 1431
- 2.34 Hero Way

### In Design

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

### Completed/Open to Traffic

- 2.01 Vista Ridge Blvd.
- 2.02 Avery Ranch Blvd.
- 2.03 Brushy Creek Road
- 2.04 Cedar Hollow at SH 29
- 2.05 Cypress Creek Road
- 2.06 Lakeline Blvd.
- 2.07 River Bend Oaks Subdivision
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 2.10 CR 175 (FM 1431 to Regional Park)
- 2.11 CR 185
- 2.12 CR 200 (CR 201 to Lackey Creek)
- 2.13 CR 214 (SH 29 to Rolling Hills Dr.)
- 2.14 CR 258 (US 183 to Sunset Ridge)
- 2.15 SH 29 at FM 1869
- 2.16 Lakeline Blvd.
- 2.17 San Gabriel Parkway – Phase 1
- 2.18 US 183 Widening at CR 274
- 2.19 Ronald W. Reagan South – Phase 2
- 2.20 Kauffman Loop
- 2.21 CR 175 Extension Phase 2A
- 2.24 CR 214 – Phase 2A
- 2.26 SH 29 Improvements Study & Schematic
- 2.28 CR 272
- 2.35 US 183 @ FM 3405 Traffic Signal
- 2.36 US 183 @ FM 3405 Left Turn Lanes



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

Original Contract Price = \$15,857,326.54

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/17/2005	9/27/2005	1/13/2006	1/23/2006	9/17/2008		540	212	752	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	11/1/2005	11/30/2005	0	\$74,925.00	\$74,925.00	\$8,325.00	\$8,325.00	1	0
2	12/1/2005	12/31/2005	0	\$103,696.20	\$178,621.20	\$11,521.80	\$19,846.80	1	0
3	1/1/2006	1/31/2006	9	\$750,735.00	\$929,356.20	\$83,415.00	\$103,261.80	7	1
4	2/1/2006	2/28/2006	28	\$444,184.20	\$1,373,540.40	\$49,353.80	\$152,615.60	11	5
5	3/1/2006	3/31/2006	31	\$291,523.10	\$1,665,063.50	\$32,391.46	\$185,007.06	13	9
6	4/1/2006	4/30/2006	30	\$399,662.07	\$2,064,725.57	\$44,406.89	\$229,413.95	17	13
7	5/1/2006	5/31/2006	31	\$655,292.34	\$2,720,017.91	\$72,810.26	\$302,224.21	22	17
8	6/1/2006	6/30/2006	30	\$455,018.26	\$3,175,036.17	\$50,557.59	\$352,781.80	25	21
9	7/1/2006	7/31/2006	31	\$40,437.00	\$3,215,473.17	\$4,493.00	\$357,274.80	26	25
10	8/1/2006	8/31/2006	31	\$285,902.35	\$3,501,375.52	\$31,766.92	\$389,041.72	27	29
11	9/1/2006	9/30/2006	30	\$528,814.84	\$4,030,190.36	\$58,757.21	\$447,798.93	32	33
12	10/1/2006	10/31/2006	31	\$311,641.77	\$4,341,832.13	\$34,626.86	\$482,425.79	34	38
13	11/1/2006	11/30/2006	30	\$478,315.80	\$4,820,147.93	\$53,146.20	\$535,571.99	38	41
14	12/1/2006	3/31/2007	121	\$1,317,936.47	\$6,138,084.40	\$146,437.39	\$682,009.38	48	58
15	4/1/2007	4/30/2007	31	\$447,058.65	\$6,585,143.05	\$49,673.18	\$731,682.56	51	62
16	5/1/2007	5/31/2007	23	\$250,755.70	\$6,835,898.75	\$27,861.77	\$759,544.33	53	65
17	6/1/2007	7/31/2007	14	\$892,102.41	\$7,728,001.16	\$99,122.49	\$858,666.82	60	67
18	8/1/2007	8/31/2007	31	\$625,810.47	\$8,353,811.63	\$69,534.49	\$928,201.31	65	71
19	9/1/2007	9/30/2007	30	\$804,499.07	\$9,158,310.70	\$89,388.79	\$1,017,590.10	71	75
20	10/1/2007	10/31/2007	31	\$1,258,832.28	\$10,417,142.98	-\$469,076.61	\$548,513.49	77	79
21	11/1/2007	11/30/2007	30	\$785,594.47	\$11,202,737.45	\$41,347.08	\$589,860.57	83	83
22	12/1/2007	12/31/2007	31	\$453,813.77	\$11,656,551.22	\$23,884.94	\$613,745.51	86	87
23	1/1/2008	1/31/2008	31	\$701,577.47	\$12,358,128.69	\$36,925.13	\$650,670.64	91	91
24	2/1/2008	2/29/2008	13	\$789,217.12	\$13,147,345.81	-\$381,980.87	\$268,689.77	94	93
25	3/1/2008	3/31/2008	16	\$168,372.53	\$13,315,718.34	\$3,436.18	\$272,125.95	95	95
26	4/1/2008	5/31/2008	N/A	\$123,532.38	\$13,439,250.72	\$2,521.06	\$274,647.01	96	-
27	6/1/2008	6/30/2008	n/a	\$158,393.86	\$13,597,644.58	\$3,232.53	\$277,879.54	97	-
28	7/1/2009	8/31/2009	n/a	\$246,514.59	\$13,844,159.17	\$5,030.91	\$282,910.45	99	-
29	9/1/2009	9/30/2009	n/a	\$247,467.35	\$14,091,626.52	-\$141,224.56	\$141,685.89	100	-
30	11/1/2009	12/3/2009	n/a	\$174,653.12	\$14,266,279.64	-\$125,358.86	\$16,327.03	100	-
31	1/1/2010	1/31/2010	n/a	\$15,975.00	\$14,282,254.64	\$0.00	\$16,327.03	100	-

1/28/2011 Comments - The Contractor is continuing to work to complete all items added under Change Order No. 24. Project Close-out will resume once the work is complete. The Record Drawings have been received from the Contractor, reviewed, and found to be complete and accurate.

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	5/18/2006	12,444.00	-2,293,740.93

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	7/11/2006	128,440.00	-2,165,300.93

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	9/5/2006	111,179.80	-2,054,121.13

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

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

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

<u>Change Order Number</u> 07	<u>Approved</u> 8/29/2006	<u>Cost This CO</u> 59,041.60	<u>Total COs</u> -1,986,586.16
4B: Third Party requested work. Per the terms of the real estate contract agreement, the County must provide a driveway for the landowner. 6D: Untimely ROW. The real estate contract agreement was not finalized until after the contract plans were complete and the project was let. Fifteen (15) days were added to the Contract schedule.			
<u>Change Order Number</u> 08	<u>Approved</u> 9/5/2006	<u>Cost This CO</u> 218,894.00	<u>Total COs</u> -1,767,692.16
6D: Untimely ROW/Utilities. 6D-Other. Chisholm Trail waterline relocations were not incorporated into the plans prior to contract award. Thirty (30) days were added to the Contract schedule.			
<u>Change Order Number</u> 09	<u>Approved</u> 2/7/2007	<u>Cost This CO</u> 8,360.00	<u>Total COs</u> -1,759,332.16
4B: Third Party Accommodation - Third party requested work. The County and the property owner agreed to temporary fencing at the driveways and culvert locations to facilitate the construction of the roadway. This change order provides compensation to the property owner for installation of temporary special fencing around the easements, and its removal once the driveway and culvert construction is complete, allowing the permanent fencing to be installed.			
<u>Change Order Number</u> 10	<u>Approved</u> 3/27/2007	<u>Cost This CO</u> 205,000.00	<u>Total COs</u> -1,554,332.16
3M: County Convenience. Other. The one-course surface treatment will be added due to the deletion of the 4.5" of Type B asphalt requested by Williamson County as part of the pavement design section revision.			
<u>Change Order Number</u> 11	<u>Approved</u> 3/21/2007	<u>Cost This CO</u> 10,577.00	<u>Total COs</u> -1,543,755.16
6C: Untimely ROW/Utilities. Utilities not Clear. The location of water lines on the plans did not match actual field conditions. Additional effort was required to perform exploratory work and additional water line relocations.			
<u>Change Order Number</u> 12	<u>Approved</u> 4/20/2007	<u>Cost This CO</u> 2,530.00	<u>Total COs</u> -1,541,225.16
6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). New fencing was added for the drainage easement on the north and south sides of Hwy 29 for the stock pass extension.			
<u>Change Order Number</u> 13	<u>Approved</u> 7/5/2007	<u>Cost This CO</u> -12,050.34	<u>Total COs</u> -1,553,275.50
4B: Third Party Accommodation. Third Party requested work. Realigned driveway to avoid taking out unnecessary trees on the Lamb property. 6D: Untimely ROW/Utilities. Other. Move Densford's driveway back to CL Sta. of 279+00 to avoid power pole in the proposed driveway location of Sta. 280+00.			
<u>Change Order Number</u> 14	<u>Approved</u> 7/12/2007	<u>Cost This CO</u> 81,502.00	<u>Total COs</u> -1,471,773.50
4B: Third Party Accommodation. Third Party requested work. Installation of steel sleeves for future utilities at property owner's request, per terms of the real estate contract agreement. Twenty-five (25) days were added to the Contract schedule.			
<u>Change Order Number</u> 15	<u>Approved</u> 9/17/2007	<u>Cost This CO</u> 4,010.38	<u>Total COs</u> -1,467,763.12
4B: Third Party Accommodation. Third party requested work. Driveways relocated and a drainage pipe added to one location. Twenty (20) days were added to the Contract schedule.			
<u>Change Order Number</u> 16	<u>Approved</u> 8/15/2007	<u>Cost This CO</u> 29,117.00	<u>Total COs</u> -1,438,646.12
2J: Differing Site Conditions. Other. Existing groundwater within the strata below the proposed roadway is resulting in soft subgrade conditions. A geotechnical investigation was completed to assess the problem and a rock filter system was developed to mitigate the groundwater problem. This change order provides compensation for the extra time and work associated with the revision. Ninety-three (93) days were added to the Contract schedule.			
<u>Change Order Number</u> 17	<u>Approved</u> 10/31/2007	<u>Cost This CO</u> 7,424.20	<u>Total COs</u> -1,431,221.92
1B: Design Error or Emission. Other. Metal Beam Guard Fence transitions were not included as a bid item even though they show to be installed on plans. This change order provides payment for the transitions. 2E: Differing Site Conditions. Miscellaneous Difference in Site Conditions. In order to construct certain driveways, a small amount of fencing was removed while various amounts of temporary and permanent fencing will need to be installed. Five (5) days were added to the Contract schedule.			
<u>Change Order Number</u> 18	<u>Approved</u> 11/19/2007	<u>Cost This CO</u> 0.00	<u>Total COs</u> -1,431,221.92
5E: Contractor Convenience. Other. The Owner may elect to reduce the contract retainage to 5% upon completion of 50% of the value of the work in keeping with current industry standard practice. The Owner may elect to further reduce the contract retainage to 2% upon issuance of the Certificate of Substantial Completion.			
<u>Change Order Number</u> 19	<u>Approved</u> 1/8/2008	<u>Cost This CO</u> 15,628.50	<u>Total COs</u> -1,415,593.42
1B: Design Error or Emission. Other. Signal layout information for FM 2243 intersection was excluded from plans. Contractor had to remove and replace existing traffic detectors and pull boxes in order to construct a portion of roadway. Two (2) days were added to the Contract schedule.			

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
22	7/8/2008	8,930.00	-1,275,309.80

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
24	9/22/2009	158,657.05	-1,116,652.75

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

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Adjusted Price = \$14,740,673.79

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

Original Contract Price = \$1,854,291.16

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
1/21/2009	2/3/2009	4/20/2009	7/6/2009	1/28/2010		180	27	207	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	4/20/2009	5/12/2009	0	\$43,970.99	\$43,970.99	\$4,885.67	\$4,885.67	3	0
2	5/12/2009	6/30/2009	0	\$396,055.07	\$440,026.06	\$44,006.11	\$48,891.78	26	0
3	7/1/2009	7/31/2009	26	\$213,429.04	\$653,455.10	\$23,714.34	\$72,606.12	39	13
4	8/1/2009	8/31/2009	31	\$250,681.21	\$904,136.31	\$27,853.47	\$100,459.59	53	28
5	9/1/2009	9/30/2009	30	\$162,098.59	\$1,066,234.90	-\$44,341.96	\$56,117.63	60	42
6	10/1/2009	10/31/2009	31	\$53,846.74	\$1,120,081.64	\$2,834.03	\$58,951.66	63	57
7	11/1/2009	11/30/2009	30	\$244,706.53	\$1,364,788.17	\$12,879.30	\$71,830.96	76	71
8	12/1/2009	12/31/2009	31	\$55,411.74	\$1,420,199.91	\$2,916.40	\$74,747.36	79	86
9	1/1/2010	1/31/2010	27	\$344,508.49	\$1,764,708.40	-\$38,732.90	\$36,014.46	96	100
10	5/1/2010	5/31/2010	n/a	\$6,335.11	\$1,771,043.51	\$129.28	\$36,143.74	96	100
11	7/1/2010	7/31/2010	n/a	\$20,359.00	\$1,791,402.51	\$415.49	\$36,559.23	97	100
12	8/1/2010	8/31/2010	n/a	\$1,491.17	\$1,792,893.68	\$30.43	\$36,589.66	97	100
13	11/1/2010	11/30/2010	n/a	\$13,602.77	\$1,806,496.45	\$277.61	\$36,867.27	98	100
14	12/1/2010	12/31/2010	n/a	\$4,139.52	\$1,810,635.97	\$84.48	\$36,951.75	98	100

1/28/2011 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 2/12/2010. All punch list items are complete except grass growth. RGM has completed reworking the ditches and installing additional erosion controls to correct damages caused by the September storm event.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/23/2009	-4,029.24	-4,029.24

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/11/2009	2,700.00	16,286.19

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

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

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

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

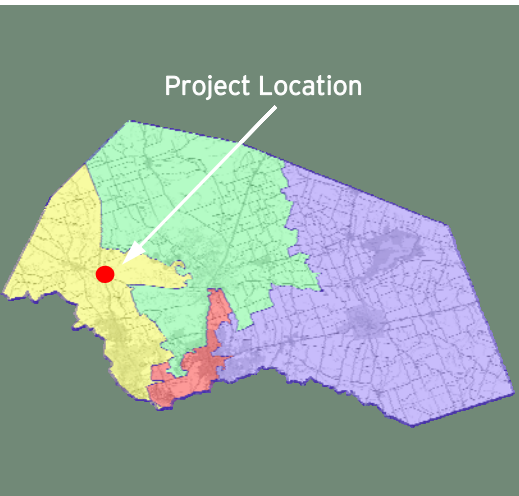
1A: Design Error or Omission. Incorrect PS&E. A signal head was added at the intersection of CR 175 and Perry Mayfield for the northbound traffic. Twenty-seven (27) days were added to the Contract schedule to account for the delay encountered while the Engineer developed a solution for the lack of cover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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	12/10/2010	10,324.00	30,439.43

2F: Differing Site Conditions (unforeseeable). Site conditions altered by an act of nature. The erosion control devices that were installed per plan were washed out and the ditchlines were eroded from the severe rain event in September 2010. The devices need to be removed and replaced, along with adding an additional erosion control blankent and reseeding the area.

Adjusted Price = \$1,884,730.59





## PASS THROUGH FINANCING PROJECT US 183

(Riva Ridge Road to SH 29)

Project Length: 4.3 Miles

Roadway Classification: Principal Arterial

Roadway Section: Four-lane divided with shoulders and a wide median for future transportation corridor

Structures: Two four-lane bridges and bridge class culverts

Project Schedule: December 2009 - December 2012

Estimated Construction Cost: \$14.9 Million



## JANUARY 2011 IN REVIEW

**01/07/2011:** Dan Williams (DWCO) is completing waterline A and started installation of waterline B1 near SH 29. Subcontractor Beard Drilling is working on the drill shafts on the north side of the river for the proposed southbound bridge. DWCO continued work on the Hazmat Trap & apron of Structure 2 and poured the SETs on the cross culverts at Mourning Dove and CR 263.

**01/14/2011:** DWCO is continuing embankment operations from the old bridge towards the north on the proposed southbound lanes. Beard Drilling completed the drill shafts and DWCO poured one set of columns for Bent 3 of the southbound bridge. DWCO continues to install waterlines B and B1 near SH 29. The contractor poured the SETs on the cross culvert at Green Valley.

**01/21/2011:** DWCO has completed the placement of the bridge columns and the abutment on the south side of the river. The contractor began setting forms for the abutment on the north side and the caps on Bent 3. DWCO completed the tie-in for waterline A. The contractor is grading for the rip rap at both abutments for the proposed southbound bridge.

**01/28/2011:** DWCO completed the rip rap under the southbound bridge at both abutments and set the forms for the last cap. Beams are scheduled for 2/7/11. DWCO completed installation of waterline B and continues to install waterline B1. The contractor is excavating and installing storm drain at SH 29.



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

Williamson County  
Pass Through Financing Program



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

Original Contract Price = \$14,677,727.84

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

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	12/21/2010	12/31/2010	0	\$135,503.26	\$135,503.26	1	0
2	1/1/2010	1/31/2010	0	\$519,553.82	\$655,057.08	4	0
3	2/1/2010	2/28/2010	0	\$336,428.93	\$991,486.01	7	0
4	3/1/2010	3/31/2010	0	\$1,038,867.35	\$2,030,353.36	14	0
5	4/1/2010	4/30/2010	0	\$1,182,431.16	\$3,212,784.52	22	0
6	5/1/2010	5/31/2010	0	\$524,006.54	\$3,736,791.06	25	0
7	6/1/2010	6/30/2010	8	\$488,883.31	\$4,225,674.37	28	1
8	7/1/2010	7/31/2010	21	\$531,298.23	\$4,756,972.60	32	5
9	8/1/2010	8/31/2010	22	\$1,365,257.56	\$6,122,230.16	41	8
10	9/1/2010	9/30/2010	21	\$668,797.43	\$6,791,027.59	46	11
11	10/1/2010	10/31/2010	22	\$431,568.09	\$7,222,595.68	49	15
12	11/1/2010	11/30/2010	21	\$830,315.07	\$8,052,910.75	54	18
13	12/1/2010	12/31/2010	22	\$392,245.23	\$8,445,155.98	57	22
14	1/1/2011	1/31/2011	20	\$475,168.87	\$8,920,324.85	60	25

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

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

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

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

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

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

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

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

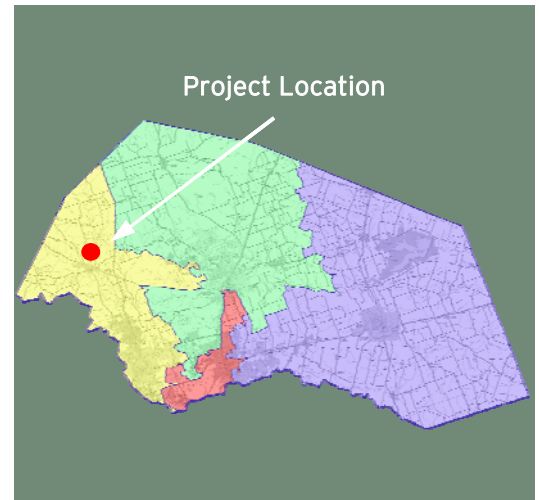
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	7/1/2010	\$78,417.60	168,725.26

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	1/26/2011	5,548.91	174,274.17

1A: Design Error or Omission. Incorrect PS&E. This change order provides payment to reimburse the contractor for costs associated with constructing special shoring for the bore pit of box culvert CC-5 adjacent to SH 29. 2I: Differing Site Conditions (unforeseeable). Additional safety needs (unforeseeable). This change order provides payment to reimburse the contractor for additional costs associated with the Mourning Dove Lane reconstruction detour.

Adjusted Price = \$14,852,002.01



## CR 214, PHASE 2A

(Rolling Hills to San Gabriel Ranch Road)

Project Length: 1.3 Miles

Roadway Classification: Rural Collector

Roadway Section: Two-lane undivided with shoulders

Project Schedule: December 2009 - January 2011

Estimated Construction Cost: \$1.2 Million



## JANUARY 2011 IN REVIEW

**01/07/2011:** FT Woods continues general cleanup of the project and watering for vegetation establishment. The GEC is waiting on a request for Substantial Completion from FT Woods.

**01/14/2011:** The GEC received the Substantial Completion request from FT Woods. Wilco and the GEC are currently reviewing and adding additional items to the Contractor's punchlist, which is scheduled to be issued back to FT Woods early next week.

**01/21/2011:** FT Woods is currently working on punchlist items. The GEC and County are coordinating the ribbon cutting ceremony, scheduled for January 28, 2011.

**01/28/2011:** FT Woods continues to work on punchlist items. The Ribbon cutting ceremony was held on January 28, 2011.



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

Williamson County  
Road Bond Program

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

Original Contract Price = \$1,183,999.03

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/30/2009	10/13/2009	12/8/2009	12/8/2009	1/7/2011		227	0	227	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	11/1/2009	11/30/2009	0	\$2,126.46	\$2,126.46	\$236.27	\$236.27	0	0
2	12/1/2009	12/31/2009	0	\$10,980.83	\$13,107.29	\$1,220.10	\$1,456.37	1	0
3	1/1/2010	1/31/2010	0	\$36,651.83	\$49,759.12	\$4,072.42	\$5,528.79	5	0
4	2/1/2010	2/28/2010	0	\$86,671.56	\$136,430.68	\$9,630.17	\$15,158.96	13	0
5	3/1/2010	3/31/2010	0	\$96,350.11	\$232,780.79	\$10,705.57	\$25,864.53	22	0
6	4/1/2010	4/30/2010	0	\$88,166.92	\$320,947.71	\$9,796.33	\$35,660.86	31	0
7	5/1/2010	5/31/2010	0	\$97,359.40	\$418,307.11	\$10,817.71	\$46,478.57	34	0
8	6/1/2010	7/31/2010	37	\$121,881.81	\$540,188.92	\$13,542.42	\$60,020.99	49	16
9	8/1/2010	8/31/2010	31	\$87,795.45	\$627,984.37	\$9,755.05	\$69,776.04	57	30
10	9/1/2010	9/30/2010	30	\$90,230.70	\$718,215.07	\$10,025.63	\$79,801.67	58	43
11	10/1/2010	10/31/2010	31	\$99,855.94	\$818,071.01	\$11,095.11	\$90,896.78	66	57
12	11/1/2010	11/30/2010	30	\$92,871.10	\$910,942.11	\$10,319.01	\$101,215.79	74	70
13	12/1/2010	12/31/2010	31	\$240,285.91	\$1,151,228.02	-\$40,624.84	\$60,590.95	93	84

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

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

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	1/1/2011	16,229.10	49,635.26

1B: Design Error or Omission. Other. The original plans did not provide adequate quantities for the specified mow strips. The necessary additional quantities are included in this Change Order and match the mow strip quantities installed per plan by the Contractor.

Adjusted Price = \$1,233,634.29

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

Original Contract Price = \$379,185.10

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
11/19/2009	12/1/2009	3/1/2010	3/11/2010	5/25/2010		90	0	90

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	3/1/2010	3/31/2010	21	\$70,319.79	\$70,319.79	\$7,813.31	\$7,813.31	20	23
2	4/1/2010	6/15/2010	55	\$298,405.71	\$368,725.50	-\$288.30	\$7,525.01	98	84

1/28/2011    Comments -    Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 6/2/2010. All punchlist items are complete. GEC will issue final completion and continue working with Aaron Concrete on the final close-out process.

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

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

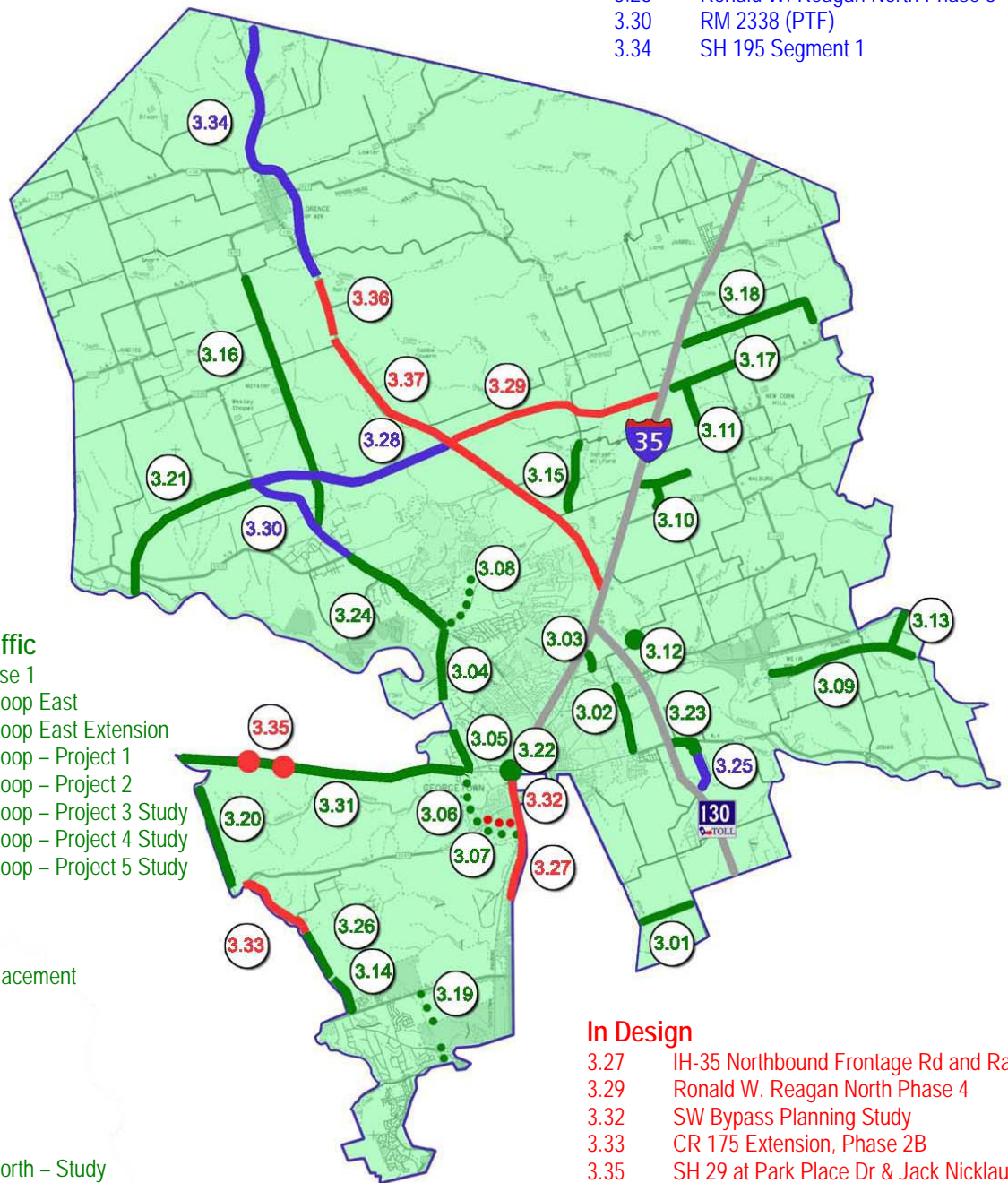
Adjusted Price = \$385,883.95

# PRECINCT 3

## COMMISSIONER COVEY

### Under Construction / Bidding

- 3.25 CR 104 – Phase 2
- 3.28 Ronald W. Reagan North Phase 3
- 3.30 RM 2338 (PTF)
- 3.34 SH 195 Segment 1



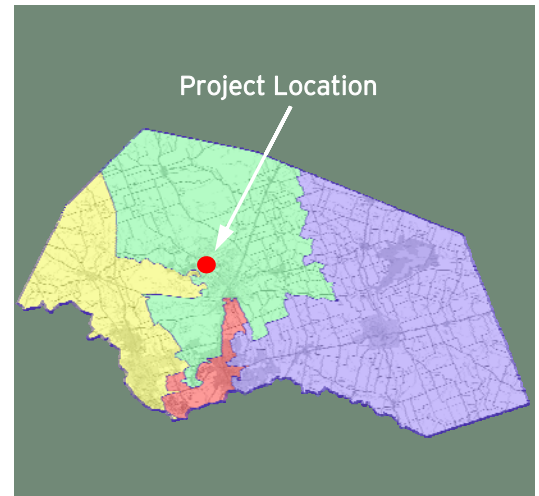
### Completed/Open to Traffic

- 3.01 Chandler Rd. – Phase 1
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study
- 3.07 Georgetown Inner Loop – Project 4 Study
- 3.08 Georgetown Inner Loop – Project 5 Study
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.19 Wyoming Springs North – Study
- 3.20 Ronald W. Reagan South Phase 2
- 3.21 Ronald W. Reagan North Phase 2
- 3.22 IH-35 @ SH 29 Turnarounds (PTF)
- 3.23 SH 29/CR 104 – Phase 1
- 3.24 Williams Drive (RM 2338)
- 3.26 CR 175 Extension Phase 2A
- 3.31 SH 29 Improvements Study & Schematic

### In Design

- 3.27 IH-35 Northbound Frontage Rd and Ramps
- 3.29 Ronald W. Reagan North Phase 4
- 3.32 SW Bypass Planning Study
- 3.33 CR 175 Extension, Phase 2B
- 3.35 SH 29 at Park Place Dr & Jack Nicklaus Blvd
- 3.36 SH 195 Segment 2
- 3.37 SH 195 Segments 3 & 4





## WILLIAMS DRIVE

(DB Wood Road to FM 3405)

Project Length: 3.4 Miles

Roadway Classification: Major Arterial

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

Structures: None

Project Schedule: March 2009 - February 2011

Estimated Construction Cost: \$12.9 Million



## JANUARY 2011 IN REVIEW

**01/07/2011:** JC Evans is grading the final ditch through the old FM 3405 intersection and processing flex base on the last piece of subgrade for the eastbound shoulder. Subcontractor ATS is installing the conduit and ground boxes at Wildwood, Woodlake, and DB Wood and drilling for the foundations at Del Webb. JC Evans continues to place rip rap around the area inlets.

**01/14/2011:** JC Evans continues to process flex base for the eastbound shoulder from the new FM 3405 through the old FM 3405 location. ATS is installing conduit, ground boxes, and pulling wire at DB Wood and finishing up the foundations, conduit, and ground boxes at Del Webb. Subcontractor JC Communications placed connections on the power poles for the fiber optic interconnect along the south right of way.

**01/21/2011:** ATS is finishing the installation of the new signal poles and mast arms at DB Wood, Woodlake, and Wildwood. JC Evans continues to grade and form for the rip rap on the back slope along the south ROW near FM 3405.

**01/28/2011:** JC Evans finished the flex base for the eastbound lane between the old FM 3405 and the new FM 3405 and primed the base in preparation for paving. ATS is continuing to pull wire for all of the proposed signals at Del Webb, Woodlake, Wildwood and at DB Wood.



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

Williamson County  
Road Bond Program



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

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/17/2008	1/20/2009	3/2/2009	3/16/2009	2/28/2011		570	133	703
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
	1	3/1/2009	3/31/2009	16	\$409,766.45	\$409,766.45	3	2
	2	4/1/2009	4/30/2009	30	\$275,352.93	\$685,119.38	5	7
	3	5/1/2009	5/31/2009	30	\$780,300.96	\$1,465,420.34	11	11
	4	6/1/2009	6/30/2009	30	\$409,988.45	\$1,875,408.79	13	15
	5	7/1/2009	7/31/2009	30	\$439,814.28	\$2,315,223.07	16	19
	6	8/1/2009	8/31/2009	31	\$748,866.19	\$3,064,089.26	20	24
	7	9/1/2009	9/30/2009	30	\$1,044,554.30	\$4,108,643.56	27	28
	8	10/1/2009	10/31/2009	31	\$560,440.65	\$4,669,084.21	36	32
	9	11/1/2009	11/30/2009	28	\$489,651.00	\$5,158,735.21	41	36
	10	12/1/2009	12/31/2009	30	\$347,909.60	\$5,506,644.81	45	41
	11	1/1/2010	1/31/2010	30	\$236,560.28	\$5,743,205.09	48	45
	12	2/1/2010	2/28/2010	28	\$255,322.06	\$5,998,527.15	50	49
	13	3/1/2010	3/31/2010	31	\$258,010.86	\$6,256,538.01	54	53
	14	4/1/2010	4/30/2010	30	\$212,301.25	\$6,468,839.26	56	58
	15	5/1/2010	5/31/2010	30	\$417,038.91	\$6,885,878.17	58	62
	16	6/1/2010	6/30/2010	30	\$528,804.07	\$7,414,682.24	61	66
	17	7/1/2010	7/31/2010	30	\$252,045.70	\$7,666,727.94	63	70
	18	8/1/2010	8/31/2010	31	\$849,838.78	\$8,516,566.72	70	75
	19	9/1/2010	9/30/2010	29	\$726,706.61	\$9,243,273.33	71	79
	20	10/1/2010	10/31/2010	31	\$974,180.24	\$10,217,453.57	79	83
	21	11/1/2010	11/30/2010	29	\$1,146,780.24	\$11,364,233.81	88	87
	22	12/1/2010	12/31/2010	30	\$786,049.59	\$12,150,283.40	94	92
	23	1/1/2011	1/31/2011	30	\$297,612.45	\$12,447,895.85	96	96

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/9/2009	-22,295.80	-22,295.80

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/15/2009	818,430.82	796,135.02

4B: Third Party Accommodation. Third party requested work. This change order upgrades the proposed Chisholm Trail Special Utility District (CTSUD) waterline (Segments A and C) from an 18" waterline to a 24" waterline. This will be funded in full by CTSUD. Thirty-three (33) days were added to the Contract schedule.

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

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

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

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

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

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

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

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

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

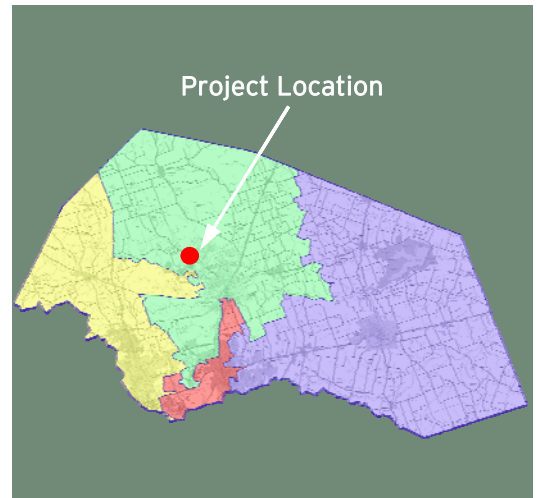
4B: Third Party Accommodation. Third party requested work. This change order adds a 24" gate valve to the project at the request of Chisholm Trail Special Utility District on Waterline D at Sta. 8+20.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	3/23/2010	6,427.15	716,167.46
2: Differing Site Conditions. 2D: Environmental remediation 2G: Unadjusted utility (unforeseeable). This change order adds items to pay for work necessary to clear existing features for installation of the CTSUD 24" Waterline C. The waterline installation encountered an unknown geological feature at Sta. 559+00 Right, and an abandoned City wastewater manhole and City waterline vault near Sta. 601+00 at Woodlake Drive.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	3/23/2010	2,307.03	718,474.49
6C: Untimely ROW/Utilities. Utilities not clear. This change order adds a pay item for backfilling holes in the new roadway alignment (in the future shoulder) that were left behind when the telephone poles were removed.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	7/1/2010	8,051.71	726,526.20
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for additional work to excavate and backfill an existing trench that is in conflict with the proposed 24" waterline assignment of Waterline C from Sta. 92+00 to 96+00. CTSUD has approved and agreed to pay for this work.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	8/18/2010	9,165.00	735,691.20
2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). and 3L. County Convenience. Revising safety work/measures desired by the County. This change order adds the removal of existing concrete valley gutters at the intersections of: (1) Williams Drive and Woodlake Drive and (2) Williams Drive and Wildwood Drive.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	9/13/2010	24,846.25	760,537.45
4B. Third Party Accommodation. Third party requested work. The change order establishes a force account pay item for installation of landscape pavers in the center medians of four (4) driveways at the request of the City of Georgetown. The change order also changes the construction material of the HEB and Bank of America driveways from asphalt to concrete at the request of the City of Georgetown.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	9/13/2010	24,200.00	784,737.45
3E. County Convenience. Reduction of future maintenance. This change order adds a pay item for a soil retention blanket, including the grass seed, to control erosion along the side of the roadway and to facilitate grass establishment. The amount of drill seeding is reduced by the same area of added blanket.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	9/13/2010	3,600.00	788,337.45
4B. Third Party Accommodation. Third party requested work. This change order adds a pay item to haul Portable Concrete Traffic Barrier from the project to the TxDOT storage yard located at IH 35 and Parmer instead of the yard at IH 35 and Westinghouse Road. TXDOT requested the PCTB be delivered for storage to the Parmer location after use.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
15	11/9/2010	676,011.22	1,464,348.67
4B: Third Party Accommodation. Third party requested work. At the request of the City of Georgetown, this change order deletes the strain pole signals and adds mast arm signal assemblies, adds a fiber optic interconnection between the signals, and adds roadway improvements at the intersection of Williams Drive and DB Wood/Shell Road to match a City improvement project on DB Wood/Shell Road. Sixty-five (65) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
16	1/31/2011	4,500.00	1,468,848.67
3F: County Convenience. Additional work desired by the County. This change order compensates the contractor for signal maintenance on the existing signals that remained in use during the project. 3F: County Convenience. (Related to) Additional work desired by City of Georgetown. This change order adds 35 days to the contract due to a delay in the availability of materials for the additional signals. Refers to Change Order 15.			

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Adjusted Price = \$12,932,917.08





## PASS THROUGH FINANCING PROJECT RM 2338 PHASE 2

(FM 3405 to Ronald Reagan Blvd)

Project Length: 3.5 Miles

Roadway Classification: Rural Minor Arterial

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

Project Schedule: June 2010 - May 2012

Estimated Construction Cost: \$8.7 Million



## JANUARY 2011 IN REVIEW

**01/07/2011:** Joe Bland is processing the flex base from CR 245 back towards the west and placing topsoil in the ditches along the north side of the project. The utility crew is currently switching the water services to the new waterline.

**01/14/2011:** Joe Bland's utility crew tied-in the new waterline at CR 245, East Ridgewood, Castle Rock, and Meadow Dr. Gabriel's Crossing is scheduled to be tied-in next week. Joe Bland finished preparations for the upcoming traffic switch to Phase II of the Traffic Control Plan.

**01/21/2011:** Joe Bland switched traffic to the Phase II configuration of the Traffic Control Plan. The utility crew completed the waterline tie-ins to the transmission main. Joe Bland began setting the boxes for Culvert 8 on the south side of the roadway and grading for Culvert 7 on the south side of the roadway. The contractor also started cutting the flex base to finish grade from CR 245 back to the west.

**01/28/2011:** Joe Bland is continuing to cut the flex base to finish grade from CR 245 back to the west. The contractor is processing flex base at the west end of the project for the transition back to the existing RM 2338. Joe Bland poured the floor for Culvert 7 and began grading for the west half of Culvert 5.



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

Williamson County  
Pass Through Financing Program



PRIME  
STRATEGIES,  
INC.

**PASS THROUGH FINANCING: RM 2338 Phase 2 (FM 3405 to Ronald Reagan Blvd)****Project No. 09WC722A TxDOT CSJ: 2211-01-023**

Original Contract Price = \$8,700,198.56

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

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$) Used</u>	<u>% Time Used</u>
1	3/1/2010	3/31/2010	0	\$511,354.80	\$511,354.80	6	0
2	4/1/2010	6/30/2010	0	\$311,911.32	\$823,266.12	9	0
3	7/1/2010	7/31/2010	0	\$205,969.16	\$1,029,235.28	12	0
4	8/1/2010	8/31/2010	0	\$296,658.56	\$1,325,893.84	15	0
5	9/1/2010	9/30/2010	0	\$268,149.71	\$1,594,043.55	18	0
6	10/1/2010	10/31/2010	0	\$387,430.62	\$1,981,474.17	23	0
7	11/1/2010	11/30/2010	0	\$492,872.25	\$2,474,346.42	28	0
8	12/1/2010	12/31/2010	0	\$329,593.69	\$2,803,940.11	32	0
9	1/1/2011	1/31/2011	0	\$159,889.85	\$2,963,829.96	34	0

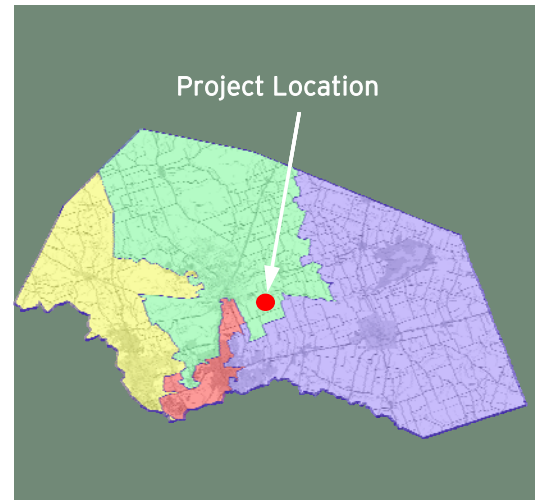
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/18/2010	7,115.24	7,115.24

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

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

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

Adjusted Price = \$8,728,393.80



## CR 104 Phase 2 Improvements

(South of SH 29 to SH 130)

Project Length: 1.1 Miles

Roadway Classification: Urban Collector

Roadway Section: Two-lane Divided with Continuous Center Turn Lane

Structures: Two Bridge Replacements

Project Schedule: September 2010 - September 2011

Estimated Construction Cost: \$2.3 Million



## JANUARY 2011 IN REVIEW

**01/07/2011:** Chasco is mixing the last of the lime in the subgrade on the west half of the roadway from the north tie-in to north of Rockney and is placing topsoil from south of Rockney to south of Ronald. Chasco is also installing the styrofoam strips on both bridges for the deck panels.

**01/14/2011:** Chasco is processing the final course of flex base on the proposed southbound lanes from Rockney to just north of Mankins Branch and placing topsoil from Mankins Tributary to SH 130. Chasco is also placing the deck panels on the Mankins Branch bridge and installing the overhang brackets.

**01/21/2011:** Chasco is cutting the flex base to finish grade from the north tie-in to the SH 130 tie-in. The contractor set the deck panels on the Mankins Tributary bridge. Chasco placed the concrete for the driveway SETs throughout the project, finished the curb and gutter from the north tie-in to Rockney, and placed the concrete flume at the south end of the curb & gutter.

**01/28/2011:** Chasco finished up the placement of the topsoil along the north side of the roadway from the north end to the SH 130 tie-in. The contractor is currently tying the steel for the deck on the Mankins Branch bridge.



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

Williamson County  
Road Bond Program



PRIME  
STRATEGIES,  
INC.

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

Original Contract Price = \$2,247,002.60

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

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	9/17/2010	9/30/2010	14	\$95,914.20	\$95,914.20	4	4
2	10/1/2010	10/31/2010	31	\$175,088.14	\$271,002.34	12	12
3	11/1/2010	11/30/2010	29	\$401,951.12	\$672,953.46	30	20
4	12/1/2010	12/31/2010	28	\$501,134.61	\$1,174,088.07	52	28
5	1/1/2011	1/31/2011	31	\$121,082.45	\$1,295,170.52	58	36

Change Order Number

01

Approved

1/31/2011

Cost This CO

3,070.00

Total COs

3,070.00

4B: Third Party Accommodation. Third party requested work. After the review & approval of the relocation design, Jonah Special Utility District required the 8" water line across Mankins Branch be enclosed in casing. Jonah also required that the 1" service line be completely replaced with the water meter relocation at STA 77+90.

Adjusted Price = \$2,250,072.60



# PRECINCT 4

## COMMISSIONER MORRISON

### Completed/Open to Traffic

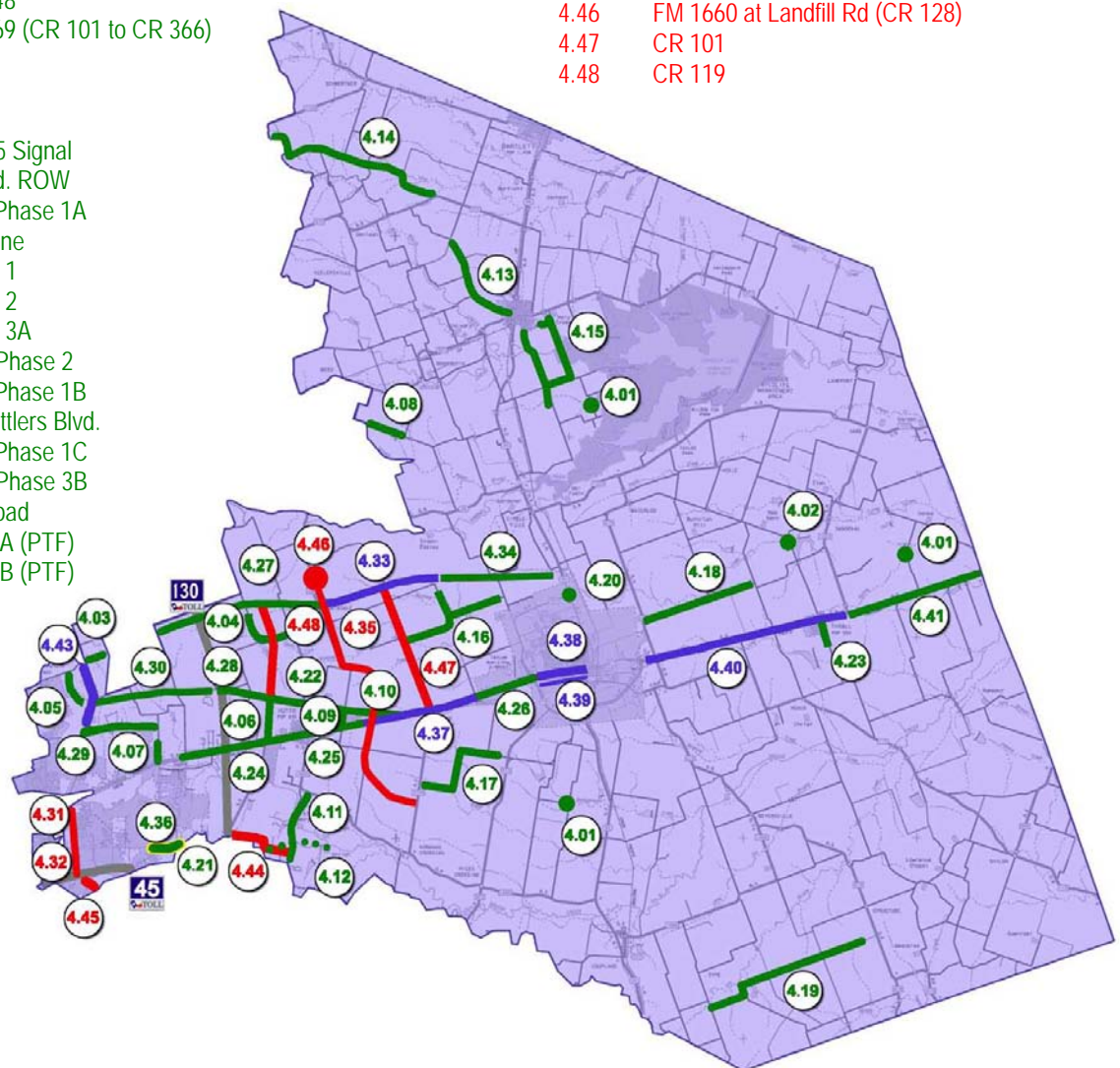
- 4.01 Bridge Replacements Phase 1  
(CR 406, CR 390, CR 427)
- 4.02 Bridge Replacements Ph. 2A (CR 424)
- 4.03 Chandler Rd. – Phase 1
- 4.04 CR 100
- 4.05 CR 112 – Phase 1
- 4.06 CR 119
- 4.07 CR 122 at US 79
- 4.08 CR 124
- 4.09 CR 132
- 4.10 CR 136
- 4.11 CR 137
- 4.12 CR 138 & CR 139 Alignment Study
- 4.13 CR 300 & CR 301
- 4.14 CR 302
- 4.15 CR 347 & CR 348
- 4.16 CR 368 & CR 369 (CR 101 to CR 366)
- 4.17 CR 404
- 4.18 CR 412
- 4.19 CR 466
- 4.20 FM 397 at SH 95 Signal
- 4.21 Gattis School Rd. ROW
- 4.22 Limmer Loop – Phase 1A
- 4.23 Thrall School Zone
- 4.24 US 79 – Section 1
- 4.25 US 79 – Section 2
- 4.26 US 79 – Section 3A
- 4.27 Chandler Rd. – Phase 2
- 4.28 Limmer Loop – Phase 1B
- 4.29 CR 113 / Old Settlers Blvd.
- 4.30 Limmer Loop – Phase 1C
- 4.34 Chandler Rd. – Phase 3B
- 4.36 Gattis School Road
- 4.40 US 79 Section 5A (PTF)
- 4.41 US 79 Section 5B (PTF)

### Under Construction/Bidding

- 4.33 Chandler Rd. – Phase 3A
- 4.37 US 79 Section 3 (PTF)
- 4.38 2<sup>nd</sup> Street Improvements
- 4.39 BUS 79 Drainage Improvements
- 4.43 FM 1460 Section 2

### In Design

- 4.31 Arterial A – Phase 1
- 4.32 Arterial A – Phase 2
- 4.35 FM 1660 (PTF)
- 4.44 CR 138
- 4.45 CR 170
- 4.46 FM 1660 at Landfill Rd (CR 128)
- 4.47 CR 101
- 4.48 CR 119



**PASS THROUGH FINANCING: US 79, Section 5B (FM 1063 to Milam County Line)**
**Project No. 08WC607 TxDOT CSJ: 0204-04-042**

Original Contract Price = \$16,986,053.49

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
4/16/08	4/28/2008	7/11/2008	7/23/2008	8/7/2010		499	58	557

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	7/23/2008	7/31/2008	9	\$57,547.25	\$57,547.25	0	2
2	8/1/2008	8/31/2008	23	\$1,486,551.50	\$1,544,098.75	9	6
3	9/1/2008	9/30/2008	24	\$321,941.62	\$1,866,040.37	11	10
4	10/1/2008	10/31/2008	23	\$308,687.50	\$2,174,727.87	13	14
5	11/1/2008	11/30/2008	20	\$473,119.00	\$2,647,846.87	16	18
6	12/1/2008	12/31/2008	24	\$147,566.05	\$2,795,412.92	16	22
7	1/1/2009	1/31/2009	26	\$502,757.37	\$3,298,170.29	19	27
8	2/1/2009	2/28/2009	24	\$1,005,695.63	\$4,303,865.92	25	31
9	3/1/2009	3/31/2009	25	\$227,189.19	\$4,531,055.11	27	36
10	4/1/2009	4/30/2009	24	\$349,811.28	\$4,880,866.39	29	40
11	5/1/2009	5/31/2009	23	\$2,262,161.67	\$7,143,028.06	43	44
12	6/1/2009	6/30/2009	24	\$383,195.52	\$7,526,223.58	44	48
13	7/1/2009	7/31/2009	23	\$230,817.15	\$7,757,040.73	46	52
14	8/1/2009	8/31/2009	22	\$289,357.32	\$8,046,398.05	47	56
15	9/1/2009	9/30/2009	21	\$691,746.05	\$8,738,144.10	51	60
16	10/1/2009	10/31/2009	23	\$203,663.89	\$8,941,807.99	53	64
17	11/1/2009	11/30/2009	19	\$106,411.20	\$9,048,219.19	53	68
18	12/1/2009	12/31/2009	22	\$76,843.68	\$9,125,062.87	54	72
19	1/1/2010	1/31/2010	20	\$323,448.24	\$9,448,511.11	56	75
20	2/1/2010	2/28/2010	22	\$800,246.87	\$10,248,757.98	60	79
21	3/1/2010	3/31/2010	24	\$1,183,033.64	\$11,431,791.62	67	83
22	4/1/2010	4/30/2010	22	\$1,014,648.68	\$12,446,440.30	75	87
23	5/1/2010	5/31/2010	20	\$190,119.03	\$12,636,559.33	76	91
24	6/1/2010	6/30/2010	22	\$1,257,084.37	\$13,893,643.70	86	95
25	7/1/2010	7/31/2010	22	\$1,406,498.61	\$15,300,142.31	96	99
26	8/1/2010	8/31/2010	3	\$230,786.73	\$15,530,929.04	97	100
27	9/1/2010	9/30/2010	0	\$40,686.85	\$15,571,615.89	98	-
28	10/1/2010	10/31/2010	0	\$63,281.64	\$15,634,897.53	98	-
29	11/1/2010	11/30/2010	0	\$82,150.46	\$15,717,047.99	98	-

1/28/2011 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 8/13/2010. JC Evans continues to work on punchlist items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	01/23/09	25,000.00	25,000.00

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/9/2009	0.00	25,000.00

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/9/2009	22,350.00	47,350.00

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	7/21/2009	55,234.06	102,584.06

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	7/21/2009	91,768.04	194,352.10

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	9/11/2009	-386,598.20	-192,246.10
3H: County Convenience. Cost savings opportunity discovered during construction. It was determined that a large portion of the eastbound full-depth reconstruction areas could be constructed by simply overlaying the existing pavement with new asphalt. 1A: Design error or omission. Incorrect PS&E. The proposed pavement grades were designed to be lower than the existing grades in an area that called for asphalt level-up and overlay only. Therefore, the contractor was required to revise the method of construction in this area.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	3/23/2010	18,892.33	-173,353.77
3M: County Convenience. Other. A County approved work method deleting 8" of lime treated subgrade was later rejected by TxDOT. Flexible base placed without the lime treated subgrade was removed and replaced after the subgrade was processed with lime. This change order provides payment for the extra work.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	5/3/2010	-352,437.79	-525,791.56
3H: County Convenience. Cost savings opportunity discovered during construction. A majority of the full-depth reconstruction of eastbound lanes will be eliminated and replaced with an asphalt overlay. This change results in a considerable cost savings to Williamson County.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	6/18/2010	4,600.00	-521,191.56
4B: Third Party Accommodation. Third party requested work. TxDOT requested that Culvert #11 be replaced or repaired due to its current condition. 1B: Design Error or Omission. Other. Before beginning construction on Culvert #11 it was discovered that a portion of the bottom of the top slab of the three boxes was deteriorated and the box needed to be replaced or repaired rather than just extended at each end. This change order adds fifty-five (55) additional working days and additional traffic handling costs to the contract due to revisions made to the construction of Culvert #11.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	7/1/2010	-242,271.50	-763,463.06
3H: County Convenience. Cost savings opportunity discovered during construction. This change order replaces the Stone-Matrix Asphalt (SMA) paving with a Permeable Friction Course (PFC) pavement which creates a cost savings to the project. The PFC increases visibility during wet weather by reducing the amount of water on the roadway surface.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	9/23/2010	36,608.76	-726,854.30
3F: County Convenience. Additional work desired by the county. This change order provides for the installation of a permanent traffic counter to quantify traffic on US 79 for Williamson County reimbursement in accordance with the Pass Through Financing Agreement with TxDOT.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	11/16/2010	47,643.52	-679,210.78
2J: Differing Site Conditions (unforeseeable). Other. Additional riprap was required to reduce erosion in ditches and at culverts. 3M: County Convenience. Other. Drainage slots were required to be cut in the concrete mow strips at guardrail locations so the PFC asphalt surface course can drain properly. 1B: Design Error or Omission. Other. Ditch excavation quantities on the UPRR ROW were not included in the original plan quantities.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	11/30/2010	-338,170.26	-1,017,381.04
4B: Third Party Accommodation. Third party requested work. TxDOT requested that the east end of the project be overlaid with asphalt and re-striped beyond the original project limits for the final pavement tie-in in order to conceal the detour striping. Additionally, TxDOT requested additional metal beam guard fence be added at Culvert #11 after the original planned guard fence was placed. This required removing some previously placed concrete riprap. 3M: County Convenience. Other. Reconciling final quantities on a number of items results in spending less money than originally planned to construct the project.			

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Adjusted Price = \$15,968,672.45

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

Original Contract Price = \$20,021,693.92

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
10/29/2008	11/18/2008	1/12/2009	1/27/2009	5/16/2011		593	0	593
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
	1	1/27/2009	1/31/2009	4	\$1,072,701.94	\$1,072,701.94	5	1
	2	2/1/2009	2/28/2009	20	\$1,522,944.68	\$2,595,646.62	13	4
	3	3/1/2009	3/31/2009	22	\$788,518.66	\$3,384,165.28	17	8
	4	4/1/2009	4/30/2009	21	\$502,872.77	\$3,887,038.05	19	11
	5	5/1/2009	5/31/2009	22	\$757,178.89	\$4,644,216.94	23	15
	6	6/1/2009	6/30/2009	22	\$711,613.42	\$5,355,830.36	27	19
	7	7/1/2009	7/31/2009	22	\$635,205.99	\$5,991,036.35	30	22
	8	8/1/2009	8/31/2009	21	\$1,677,078.01	\$7,668,114.36	38	26
	9	9/1/2009	9/30/2009	21	\$1,431,729.03	\$9,099,843.39	45	30
	10	10/1/2009	10/31/2009	22	\$538,454.63	\$9,638,298.02	48	33
	11	11/1/2009	11/30/2009	19	\$1,169,970.14	\$10,808,268.16	54	36
	12	12/1/2009	12/31/2009	21	\$535,790.54	\$11,344,058.70	57	40
	13	1/1/2010	1/31/2010	21	\$545,272.91	\$11,889,331.61	59	44
	14	2/1/2010	2/28/2010	22	\$390,830.34	\$12,280,161.95	61	47
	15	3/1/2010	3/31/2010	23	\$136,256.55	\$12,416,418.50	62	51
	16	4/1/2010	4/30/2010	22	\$716,717.16	\$13,133,135.66	66	55
	17	5/1/2010	5/31/2010	20	\$302,046.40	\$13,435,182.06	67	58
	18	6/1/2010	6/30/2010	23	\$1,386,857.06	\$14,822,039.12	75	62
	19	7/1/2010	7/31/2010	22	\$470,458.44	\$15,292,497.56	75	66
	20	8/1/2010	8/31/2010	22	\$1,300,111.42	\$16,592,608.98	82	69
	21	9/1/2010	9/30/2010	23	\$1,232,191.75	\$17,824,800.73	88	73
	22	10/1/2010	10/31/2010	24	\$1,888,643.93	\$19,713,444.66	97	77
	23	11/1/2010	11/6/2010	5	\$50,237.75	\$19,763,682.41	97	78
	24	11/7/2010	11/30/2010	15	\$395,953.41	\$20,159,635.82	99	81
	25	12/1/2010	12/31/2010	23	\$47,818.41	\$20,207,454.23	100	85
	26	1/1/2011	1/31/2011	21	\$28,123.91	\$20,235,578.14	100	88

1/28/2011 Comments - The Ribbon Cutting Ceremony was held on 12/20/2010. Hunter paved and striped the widening section on FM 619 and installed the delineators for the FM 619 turn lane. The contractor also finished the ditch grading modifications at that intersection and began work on anticipated punchlist items throughout the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/9/2009	5,534.58	5,534.58

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	7/28/2009	79,075.00	84,609.58

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/13/2009	1,546.07	86,155.65

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	9/30/2009	-55,081.50	31,074.15

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	9/30/2009	-448,146.46	-417,072.31

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

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

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

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

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

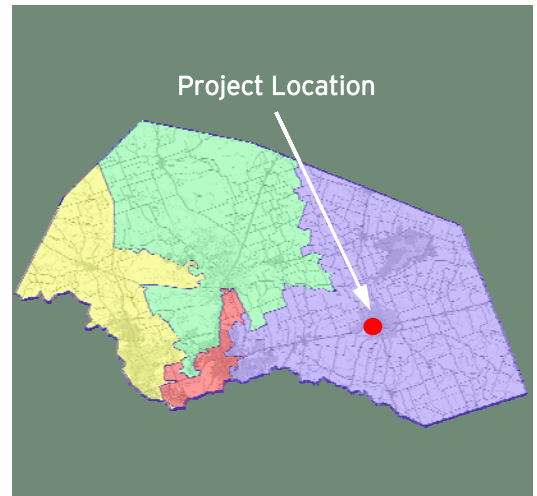


<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	5/3/2010	17,071.56	-445,156.45
1B: Design Error or Omission. Other. Mailbox turnout construction was omitted from the original plans. 2I: Differing Site Conditions. Additional safety needs (unforeseeable). FM 619 needed to be reconstructed an additional 100 LF beyond the original plan limits to provide safer sight distance at the intersection with US 79.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	6/23/2010	75,147.83	-370,008.62
3M: County Convenience. Other. This change order allows Williamson County to adjust the amount of compensation to be paid to the contractor in proportion to the quality of the asphalt pavement produced and placed on the project.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	8/23/2010	6,967.32	-363,041.30
2J: Differing Site Conditions (unforeseeable). Other. Additional work required to repair a drilled shaft which was damaged by an errant driver.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	9/16/2010	54,792.33	-308,248.97
2F: Differing Site Conditions (unforeseeable). Site conditions altered by an act of nature. Adding concrete riprap to prevent erosion of ditches. 3L: County Convenience. Revising safety work/measures desired by the County. An existing overhead sign was relocated during Phase 2 construction. 1B: Design Error or Omission. Other. TxDOT requested repairs to existing culvert headwalls which were not included in the PS&E.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	11/16/2010	230,946.86	-77,302.11
1B: Design Error or Omission. Other. The original plans did not include adequate quantities for the Type B level-up asphalt. 3H: County Convenience. Cost savings opportunity discovered during construction. This change order replaces the Stone-Matrix Asphalt (SMA) pavement with a Permeable Friction Course (PFC) pavement, which creates a cost savings to the project. The PFC increases visibility during wet weather by reducing the amount of water on the roadway surface. 5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. The contractor requested to use additional flex base in lieu of lime stabilized subgrade on certain areas of the project, which created a cost savings to the project.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	11/30/2010	18,859.72	-58,442.39
3F: County Convenience. Additional work desired by the County. This change order provides for the installation of a permanent traffic counter to quantify traffic on US 79 for Williamson County reimbursement in accordance with the Pass Through Financing Agreement with TxDOT.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	11/30/2010	23,884.52	-34,557.87
2I: Differing Site Conditions (unforeseeable). Additional safety needs. Improvements at the US 79 / FM 619 intersection at TxDOT's request to more clearly direct traffic through the intersection, including widening the pavement radius at the northeast corner, as well as, adding flexible delineator assemblies and route shield pavement markings on the westbound US 79 pavement. 1A: Design Error or Omission. Incorrect PS&E. The plans did not include a pay item for pavement markings for railroad crossings.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
15	11/30/2010	9,252.65	-25,305.22
4B: Third Party Accommodation. Third Party Requested Work. The plans provided no details for the final pavement tie-in beyond the original project limits, so TxDOT requested that the west end of the project be overlaid with asphalt and re-striped in order to eliminate the remnants of the detour striping. 2J: Differing Site Conditions (unforeseeable). Other. Reconciliation of final paving quantities for PFC surface course, underseal for the PFC, and Ty C surface course asphalt through Thrall to recognize a cost savings to the project.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
16	11/30/2010	4,654.59	-20,650.63
2J: Differing Site Conditions (unforeseeable). Other. Additional work required to repair a damaged crash cushion which was hit by an errant driver.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
17	11/30/2010	304,028.33	283,377.70
1B: Design Error or Omission. Other. The original plans did not include correct quantities for the Type C asphalt. 2G: Differing Site Conditions (unforeseeable). Unadjusted utility. One existing illumination assembly needed to be relocated due to its proximity to the edge of the new pavement near the intersection of FM 619.			

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Adjusted Price = \$20,305,071.62

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## BUSINESS 79 DRAINAGE IMPROVEMENTS

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

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



## JANUARY 2011 IN REVIEW

**01/07/2011:** Subcontractor Bryant & Frey completed hand digging and pumping grout for Barrel 3 of Creek Crossing 1. The contractor began grouting the floor of the liner plates in order to begin pushing pipe next week.

**01/14/2011:** Bryant & Frey has completed pushing the 72" RCP through Barrel 3 of Creek Crossing 1 and grouted between the RCP and liner plates. B&F began preparations to start hand digging Barrel 2 on Creek Crossing 1 next week.

**01/21/2011:** Bryant & Frey began hand digging and pumping grout for Barrel 2 on Creek Crossing 1. At the end of the week, the contractor had completed approximately 20 LF of the 94 LF tunnel. Austin Engineering (AECO) began placing the remaining RCP on the downstream end of Barrel 3.

**01/28/2011:** Bryant & Frey continues hand digging and pumping grout for Barrel 2 on Creek Crossing 1. At the end of the week, the contractor had completed approximately 43.5 LF of the 94 LF tunnel. AECO completed placing the remaining RCP on the downstream end of Barrel 3 and began excavating the downstream channels for Creek Crossing 2 and Line E.



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

**Williamson County  
 Road Bond Program**

**Business 79 Drainage Improvements****Project No. 09WC712**

Original Contract Price = \$3,735,873.35

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/19/2009	12/15/2009	3/26/2010	4/7/2010	3/6/2011		304	30	334	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	4/7/2010	4/30/2010	24	\$153,536.40	\$153,536.40	\$17,059.60	\$17,059.60	4	7
2	5/1/2010	5/31/2010	31	\$315,654.07	\$469,190.47	\$35,072.67	\$52,132.27	14	16
3	6/1/2010	6/30/2010	30	\$446,515.20	\$915,705.67	\$49,612.80	\$101,745.07	27	25
4	7/1/2010	7/31/2010	31	\$516,644.68	\$1,432,350.35	\$57,404.97	\$159,150.04	42	35
5	8/1/2010	8/31/2010	31	\$129,021.10	\$1,561,371.45	\$14,335.68	\$173,485.72	46	44
6	9/1/2010	9/30/2010	30	\$20,700.00	\$1,582,071.45	\$2,300.00	\$175,785.72	39	53
7	10/1/2010	10/31/2010	31	\$206,908.58	\$1,788,980.03	\$22,989.84	\$198,775.56	44	62
8	11/1/2010	11/30/2010	30	\$159,507.79	\$1,948,487.82	\$17,723.09	\$216,498.65	48	71
9	12/1/2010	12/31/2010	31	\$246,300.38	\$2,194,788.20	\$27,366.71	\$243,865.36	54	81
10	1/1/2011	1/31/2011	31	\$325,167.20	\$2,519,955.40	-\$111,236.13	\$132,629.23	59	90

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

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

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

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

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

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

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

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

Adjusted Price = \$4,490,607.12

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

Original Contract Price = \$5,649,034.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
6/24/2009	7/14/2009	9/21/2009	10/1/2009	10/7/2010		365	0	365	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	10/1/2009	10/31/2009	31	\$78,713.10	\$78,713.10	\$8,745.90	\$8,745.90	2	8
2	11/1/2009	11/30/2009	30	\$82,998.00	\$161,711.10	\$9,222.00	\$17,967.90	3	17
3	12/1/2010	12/31/2010	31	\$844,282.66	\$1,005,993.76	\$93,809.18	\$111,777.08	20	25
4	1/1/2010	1/31/2010	31	\$208,681.20	\$1,214,674.96	\$23,186.80	\$134,963.88	24	34
5	2/1/2010	2/28/2010	28	\$293,546.88	\$1,508,221.84	\$32,616.32	\$167,580.20	30	41
6	3/1/2010	3/31/2010	31	\$418,017.69	\$1,926,239.53	\$46,446.41	\$214,026.61	28	50
7	4/1/2010	4/30/2010	30	\$439,833.24	\$2,366,072.77	\$48,870.36	\$262,896.97	47	58
8	5/1/2010	5/31/2010	31	\$718,109.87	\$3,084,182.64	\$79,789.99	\$342,686.96	61	67
8A	5/31/2010	5/31/2010	0	\$171,386.23	\$3,255,568.87	-\$171,341.23	\$171,345.73	61	67
9	6/1/2010	6/30/2010	30	\$251,031.73	\$3,506,600.60	\$13,212.20	\$184,557.93	66	75
10	7/1/2010	7/31/2010	31	\$221,050.23	\$3,727,650.83	\$11,634.22	\$196,192.15	70	83
11	8/1/2010	8/31/2010	31	\$555,139.92	\$4,282,790.75	\$29,217.89	\$225,410.04	80	92
12	9/1/2010	9/30/2010	30	\$781,106.16	\$5,063,896.91	\$41,110.85	\$266,520.89	95	100
13	10/1/2010	11/30/2010	0	\$241,851.48	\$5,305,748.39	\$12,729.03	\$279,249.92	100	100

1/28/2011    Comments -    Ribbon Cutting Ceremony was held on 10/1/2010. Chasco continues to work on punchlist items and water for vegetation establishment.

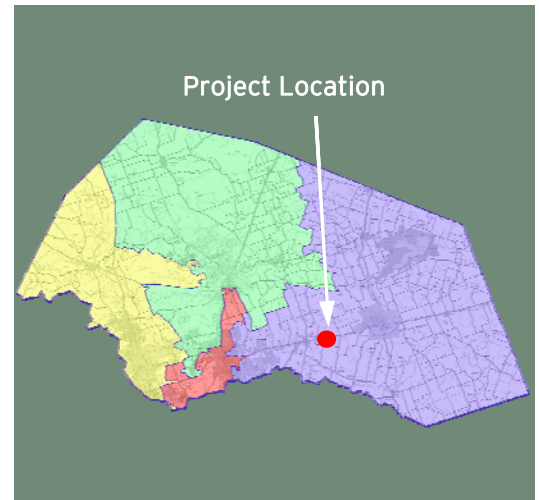
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/28/2010	-44,128.25	-44,128.25

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

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

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

Adjusted Price = \$5,605,806.35



## US 79 SECTION 3

(East of FM 1660 to CR 402)

Project Length: 3.4 Miles

Roadway Classification: Rural/Suburban Arterial

Roadway Section: 4-Lane Divided

Project Schedule: September 2010 - December 2011

Estimated Construction Cost: \$11.5 Million



## JANUARY 2011 IN REVIEW

**01/07/2011:** Subcontractor DNT is placing and processing second course flex base from the east end of the project to just east of the Covert dealership.

**01/14/2011:** DNT began placing third course flex base at the east end of the project after densities were met on the second course flex base. The contractor also completed processing the final course of flex base on CR 101.

**01/21/2011:** DNT began stripping topsoil along with excavation and embankment operations at the very west end of the project, removing the existing arch corrugated metal pipes and realigning the ditch.

**01/28/2011:** DNT continues to place, process, and blue-top the third course flex base from the east end of the project working west. The contractor began installing area inlets on the 5x2 box culverts in front of Covert.



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

Williamson County  
Pass Through Financing Program

**PASS THROUGH FINANCING: US 79 Section 3 (East of FM 1660 to CR 402)****Project No. 10WC817 TxDOT CSJ: 0204-02-027**

Original Contract Price = \$11,500,547.03

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
6/30/2010	7/30/2010	9/13/2010	9/27/2010	12/2011		455	0	455
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$) Used</u>	<u>% Time Used</u>	
1	9/15/2010	9/30/2010	2	\$489,761.30	\$489,761.30	4	0	
2	10/1/2010	10/31/2010	31	\$715,593.21	\$1,205,354.51	10	7	
3	11/1/2010	11/30/2010	30	\$1,069,439.18	\$2,274,793.69	20	14	
4	12/1/2010	12/31/2010	31	\$808,670.31	\$3,083,464.00	27	21	
5	1/1/2011	1/31/2011	31	\$450,485.50	\$3,533,949.50	31	27	

Change Order Number

01

Approved

8/25/2010

Cost This CO

0.00

Total COs

0.00

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

Adjusted Price = \$11,500,547.03

## Interlocal Agreement Commissioners Court - Regular Session

**Date:** 02/15/2011  
**Submitted By:** Lydia Linden, Unified Road System  
**Submitted For:** Robert Daigh  
**Department:** Unified Road System  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Discuss and take appropriate action regarding an interlocal agreement with City of Georgetown regarding S.W. By Pass

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [SW Bypass Interlocal - G'town](#)

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### Form Routing/Status

Form Started By: Lydia Linden      Started On: 02/10/2011 11:48 AM  
Final Approval Date: 02/10/2011

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**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF  
GEORGETOWN, TEXAS REGARDING THE SUPPLEMENTAL PAYMENT TO HDR  
ENGINEERING FOR A CITY OF GEORGETOWN TASK ORDER FOR DESIGN OF THE  
SOUTHWEST BY-PASS AND APPOINTMENT OF WILLIAMSON COUNTY AS THE  
PROJECT MANAGER FOR THE SOUTHWEST BY-PASS**

**THIS INTERLOCAL AGREEMENT** is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between WILLIAMSON COUNTY (the "County") and the CITY OF GEORGETOWN, TEXAS ( the "City") , political subdivisions of the State of Texas.

**WITNESSETH:**

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

**WHEREAS**, the City has previously contracted with HDR Engineering, Inc. (HDR) for professional services to develop the Design Schematic and Plans, Specifications and Estimate (PS&E) for the Wolf Ranch Parkway Extension, TIP Project #14A, a road connecting the Southwest Bypass with DB Wood Road south of SH 29 and PS&E for Southwest Bypass, running from SH 29 to Leander Road, TIP Project #14B; and

**WHEREAS**, the City is considering the approval of a new Task Order to said HDR's Master Service Agreement to provide professional services to develop the Design Schematic and Plans, Specifications and Estimate (PS&E) for the Southwest Bypass, which will connect the Southwest Bypass, running from SH 29 to FM 2243 (Leander Road), TIP Project #14B from FM 2243 (Leander Road) to IH-35, TIP Project #14C; and

**WHEREAS**, the County is interesting in sharing in the cost of said engineering services and acting as the Project Manager for the Southwest Bypass project (the "Project");



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

**I.**

**FINDINGS**

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

2. **County Obligations.** The County agrees to be responsible for professional engineering costs paid by the City to HDR for a Task Order Amendment providing PS&E for the Project, up to and no more than \$300,000 and will reimburse the City those costs. The County agrees to serve as Project Manager for the Project which at this time includes the design thereof, estimating the total costs of the project and coordinating funding options therefore. Later, at the discretion of the Project Management Team, the County may obtain detailed designs of the Southwest By-Pass, go out for bids, award the construction contract or contracts, be primarily responsible for the payment of construction costs subject to reimbursement agreements with the City and with other entities for a portion of the costs and monitor the construction on the Project (construction administration) as to ensure the timely completion thereof within budget. The County will assign staff to the Project Management Team that will oversee the project as outlined in the future Task Order with HDR for the Southwest Bypass from FM 2243 (Leander Road) to IH-35, TIP Project #14C. The Primary Project Manager for Williamson County will be The Williamson County Director of Infrastructure. The Project Management Team will include equal numbers of members of the City and County..

3. **City Obligations.** The City agrees that the County shall serve as Project Manager for the Project. The City will assign staff to the Project Management Team that will oversee the project as outlined in the future Task Order with HDR Southwest Bypass from FM 2243 (Leander Road) to IH-35, TIP Project #14C. The City has assigned the City's Director of Transportation Services to be on the

Project Management Team, who will be kept informed of all material information on the Project by the County. The City reserves the right to assign additional staff

4. **Project Management Team.** The Project Management Team will negotiate the future Task Order with HDR, which at a minimum will provide plan preparation and review, completeness, accuracy, QA/QC, feasibility, value engineering (to the extent practicable), acknowledging the City's current and future needs and the County's current and future needs for this project. Any changes to the composition of the Management Team by either party will be provided in writing to each party within ten (10) days of becoming effective.

5. **County Payments.** The County shall remit to the City all payments agreed to as stated above, within thirty (30) days after receipt of written invoices.

6. **Ownership of Work.** The City and County retain joint ownership of the PS&E work product produced under the future Task Order with HDR for the Southwest Bypass from FM 2243 (Leander Road) to IH-35, TIP Project #14C. Construction Administration and future maintenance of the Southwest Bypass are not the subjects to this agreement, however, said construction administration and future maintenance may be tasks that are later approved by the County to undertake as requested by the Project Management Team. The parties agree that any future construction plans and designs will be in substantial compliance with the PS&E as prepared by HDR Engineering, except for changes that are approved by a documented majority vote of the Project Management Team.

## **II.**

### **Miscellaneous**

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

2. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or

to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein.

3. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither the City nor Williamson County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

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

7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of



the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

8. **Payment from Current Budget.** Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

9. **Limitations of Funding Approval.** Any interim or other funding obligations of the City of Georgetown shall not exceed \$300,000 without additional authorization from the City Council of the City of Georgetown.

10. **Duration of Agreement.** The City expects that the task order with HDR to be approved within the next thirty days and with services by HDR to be completed within one year. The Parties expect that the Southwest By-Pass may take up to eight years to be completed and therefore this Agreement as to Project Management shall extend until the 31<sup>st</sup> day of December 2020 unless terminated at an earlier date by either party.

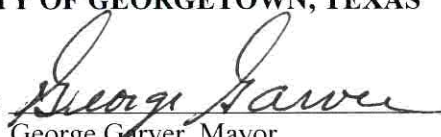
11. **Termination.** Either party can terminate this Agreement upon sixty (60) days written notice.

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

**WILLIAMSON COUNTY**

By: \_\_\_\_\_  
Dan A. Gattis, County Judge  
Williamson County, Texas

**CITY OF GEORGETOWN, TEXAS**

By:  \_\_\_\_\_  
George Garver, Mayor  
City of Georgetown, Texas

## Quitclaim Deed from Williamson County - US 183 Commissioners Court - Regular Session

**Date:** 02/15/2011  
**Submitted By:** Charlie Crossfield, Road Bond  
**Submitted For:** Charlie Crossfield  
**Department:** Road Bond  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Consider authorizing the County Judge to execute a deed from Williamson County to the State of Texas transferring certain right of way required for construction of the US183 extension project, and take other appropriate action.

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [Quitclaim Deed from Williamson County US 183](#)

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### Form Routing/Status

Form Started By: Charlie Crossfield      Started On: 02/10/2011 08:37 AM  
Final Approval Date: 02/10/2011

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**QUITCLAIM DEED**

US 183 Right of Way

**THE STATE OF TEXAS**

§

§ **KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF WILLIAMSON**

§

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

That WILLIAMSON COUNTY, TEXAS, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto the State of Texas all of Grantor's right, title, interest, claim and demand in and to those certain tracts or parcels of land, situated in the County of Williamson, State of Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein for any and all purposes.

This Quitclaim is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to the Grantor unless otherwise agreed between Grantor and Grantee in writing. In addition, this Quitclaim is subject to all matters of public record and to all easements, leases, agreements or licenses, or other interests which affect the property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

THIS QUITCLAIM OF THE PROPERTY IS MADE ON AN "AS IS" BASIS, WITH ALL FAULTS AND WITH ANY AND ALL LATENT AND PATENT DEFECTS. BY ACCEPTANCE HEREOF, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS NOT RELIED UPON ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY GRANTOR OR BY ANY REPRESENTATIVE OF GRANTOR WITH RESPECT TO THE PROPERTY, AND THAT NEITHER GRANTOR NOR ANY REPRESENTATIVE OF GRANTOR HAS MADE ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, PHYSICAL CONDITION, PRESENCE OF HAZARDOUS MATERIALS, VALUATION, UTILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS INSPECTED THE PROPERTY AND THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PROPERTY AND ACCEPTS QUITCLAIM TO THE PROPERTY "AS IS" IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION AND THAT GRANTEE IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

**TO HAVE AND TO HOLD** for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said State of Texas forever.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2011.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

**STATE OF TEXAS**

§  
§  
§

**COUNTY OF** \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2011, by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas

Exhibit "A"  
US 183 Extension Right of Way

Parcel No.	Grantee	Williamson County Public Records Information
7	Williamson County	Doc # 2008091994
12	Williamson County	Doc # 2010062934
15	Williamson County	Doc # 2009087243
18	Williamson County	Doc # 2010070392
20	Williamson County	Doc # 2008061802
23	Williamson County	Doc # 2008061803
25	Williamson County	Doc # 2008093146
31	Williamson County	Doc # 2010011830



## Interlocal Agreement with the City of Round Rock Commissioners Court - Regular Session

**Date:** 02/15/2011  
**Submitted By:** Charlie Crossfield, Road Bond  
**Submitted For:** Charlie Crossfield  
**Department:** Road Bond  
**Agenda Category:** Regular Agenda Items

---

### Information

#### Agenda Item

Consider authorizing County Judge to execute an Interlocal Agreement with the City of Round Rock regarding improvements to and annexation of University Boulevard.

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [Universtiy Interlocal Agreement with City of Round Rock](#)

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### Form Routing/Status

Form Started By: Charlie Crossfield      Started On: 02/10/2011 11:57 AM  
Final Approval Date: 02/10/2011

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**INTERLOCAL AGREEMENT BETWEEN**  
**WILLIAMSON COUNTY AND CITY OF ROUND ROCK**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON           §

This Interlocal Agreement (the "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between Williamson County, a political subdivision of the state of Texas (the "County") and the City of Round Rock, a Texas home-rule municipality (the "City") (collectively, the "Parties").

**RECITALS**

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

WHEREAS, the City desires to annex University Boulevard from Sunrise Road to Seton Parkway (the "Project", as shown on **Exhibit "A"**, attached hereto) and, as a condition of said annexation, requires the County to perform certain improvements to the Project ;

Now therefore, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

**A.**

**TERMS AND CONDITIONS**

**1.    Project Improvement.**

**1.1 The Road Improvements.** The improvements to University Boulevard from Sunrise Road to FM 1460 shall consist of all of the items listed in **Exhibits "B1-B5"**, attached hereto and incorporated herein (the "Road Improvements"). The Road Improvements shall also include all engineering, legal, financing, or other expenses incident to the improvement of the Project.

**1.2 Obligation of the County.** The County shall be responsible for the construction of all Road Improvements, as well as all other costs related to the Project.

**1.3 Design Pre-approval.** Prior to conducting any work on the Project, representatives from the City and the County shall meet and pre-approve in writing the scope of work for all Project Improvements. If both parties fail to agree on the scope of work, this Agreement shall be null and void. During construction, the City shall be allowed to have a Construction Inspector onsite to ensure the Project Improvements are acceptable.

**1.4 Obligation of the City.** The City shall take all steps necessary to annex the Project after the Road improvements are complete and accepted by the City.

**B.**

**MISCELLANEOUS PROVISIONS**

1. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.
2. **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas.
3. **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.
4. **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.
5. **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.
6. **Waiver.** Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.
7. **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
8. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.
9. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.

10. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
11. **Representations.** Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.
12. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.
13. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.
14. **Term.** This Agreement shall automatically terminate if the Road Improvements are not completed and accepted by the City within three (3) years after this Agreement is executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

**WILLIAMSON COUNTY**

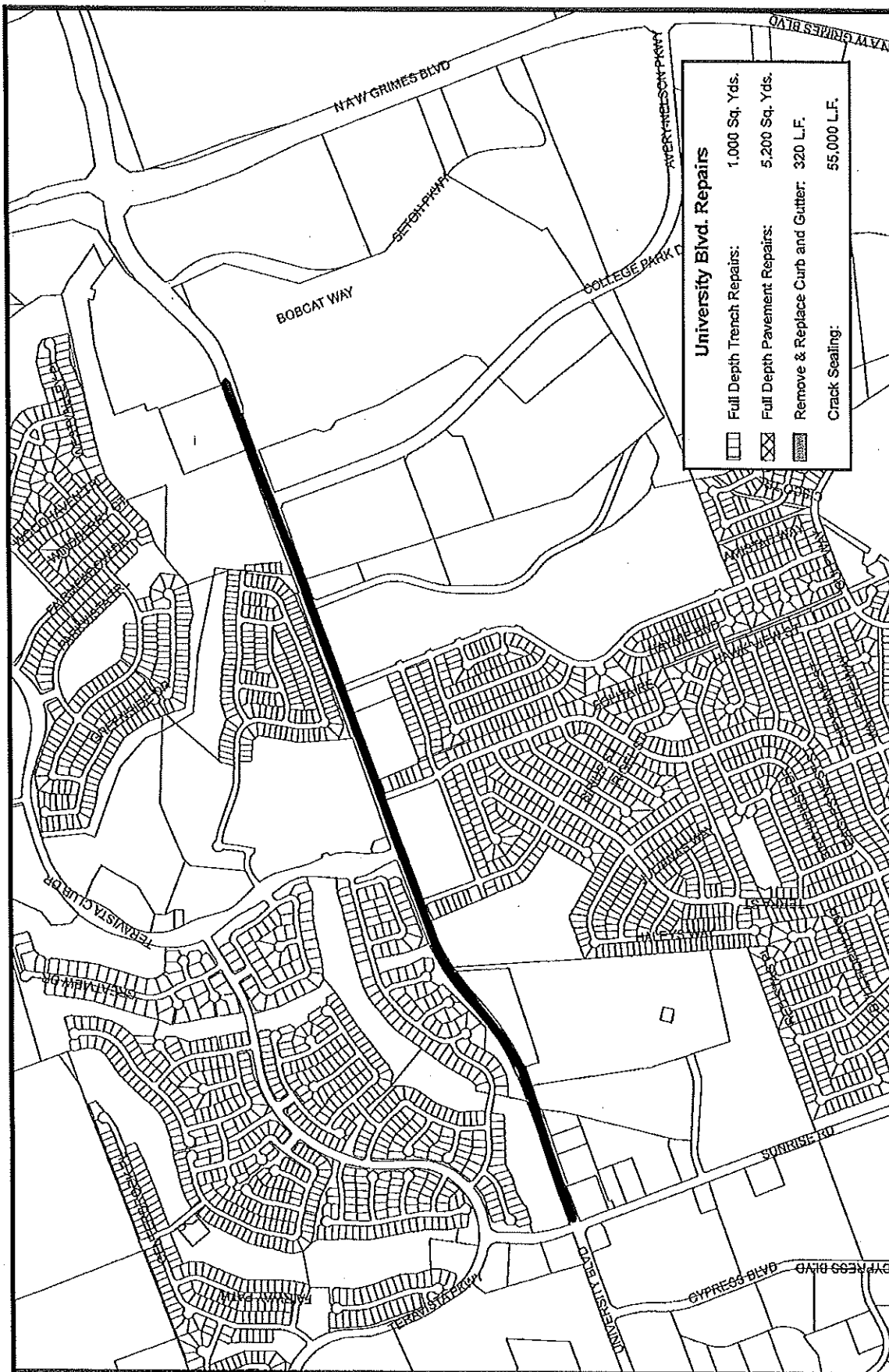
By: \_\_\_\_\_  
Honorable Dan A. Gattis, County Judge

Date: \_\_\_\_\_

**CITY OF ROUND ROCK, TEXAS**

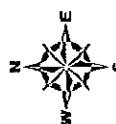
By: \_\_\_\_\_  
Alan McGraw, Mayor

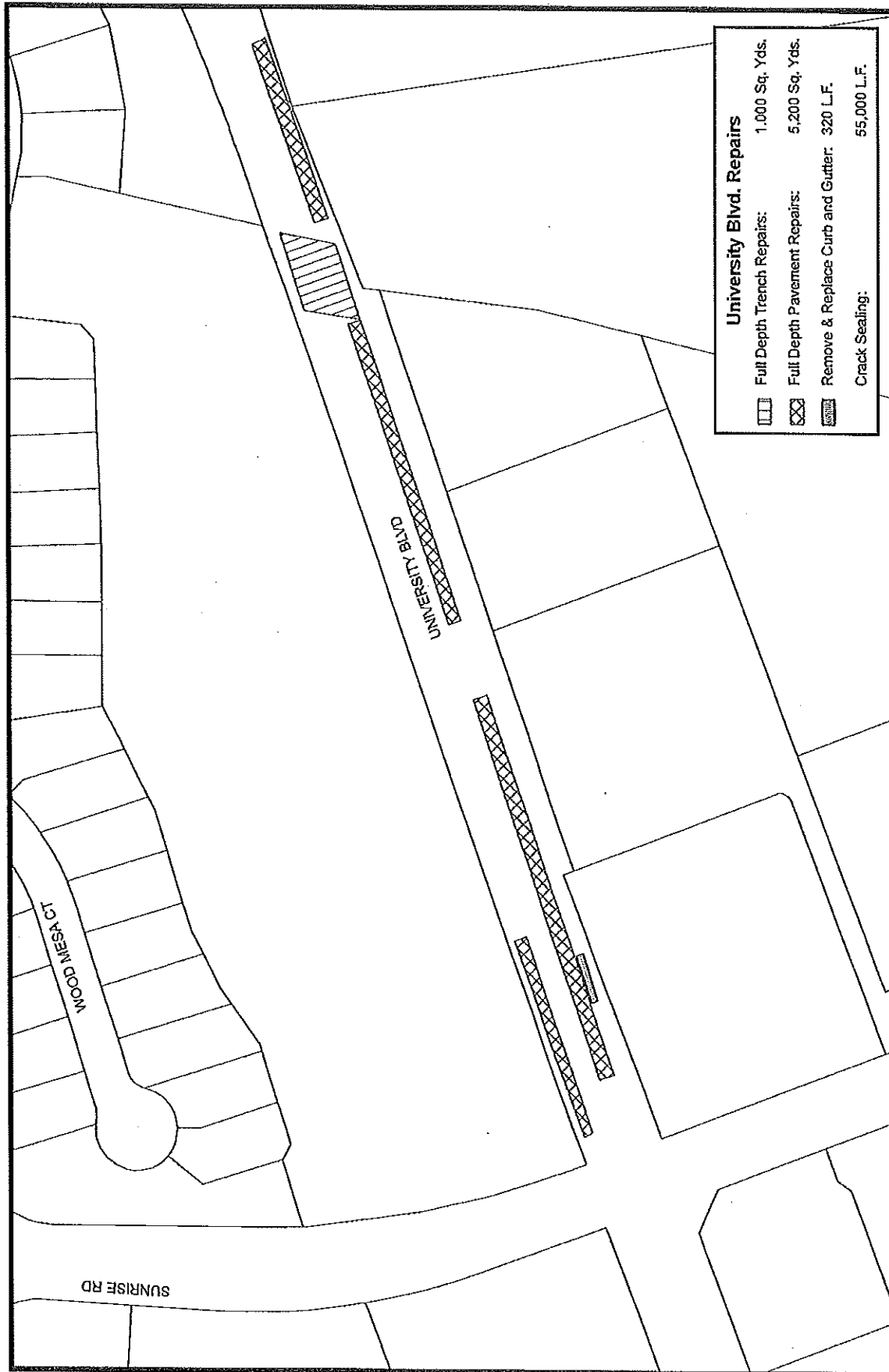
Date: \_\_\_\_\_



# Exhibit A

## University Blvd. Repairs

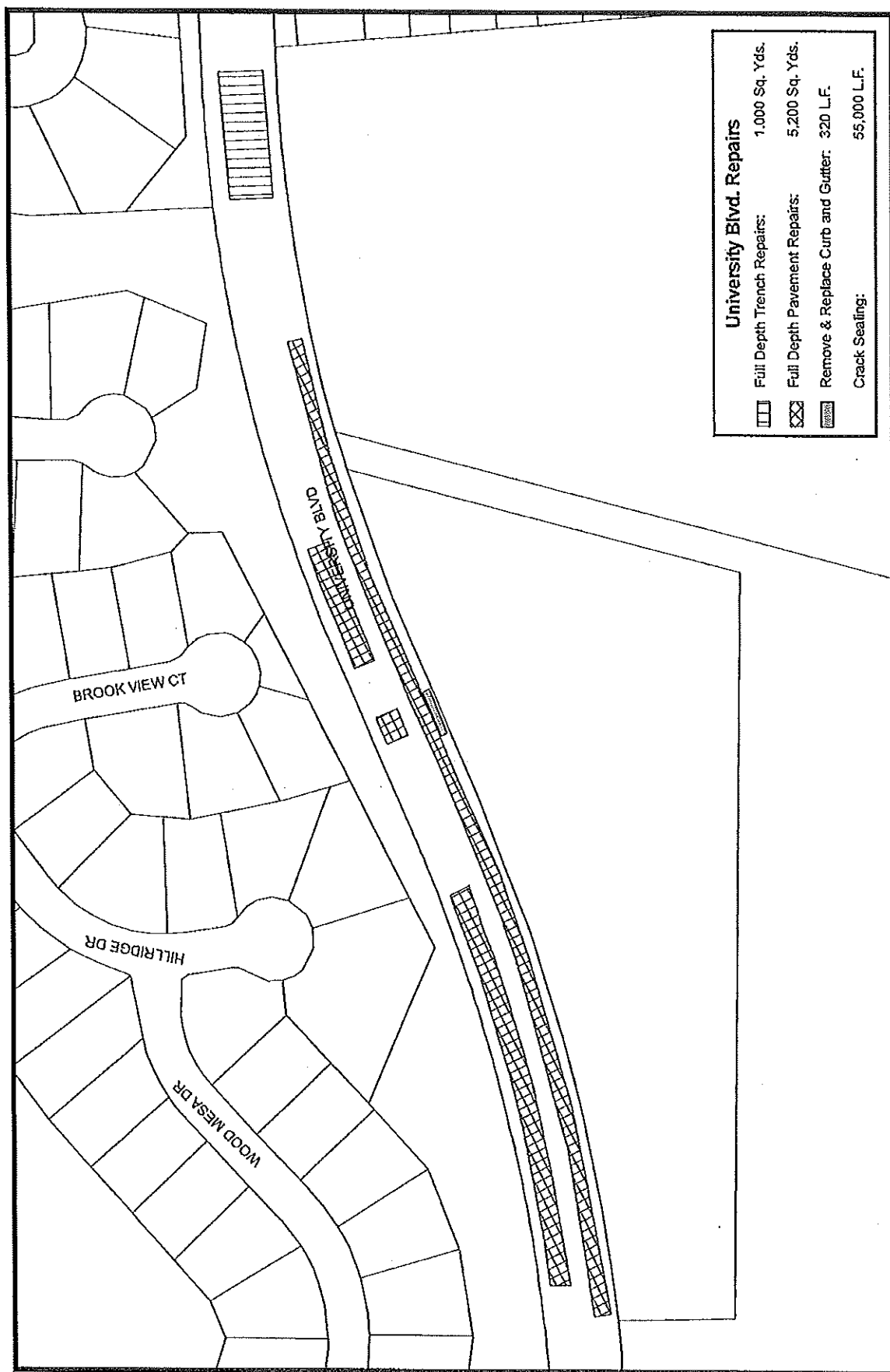




# Exhibit B1

## University Pavement Repairs

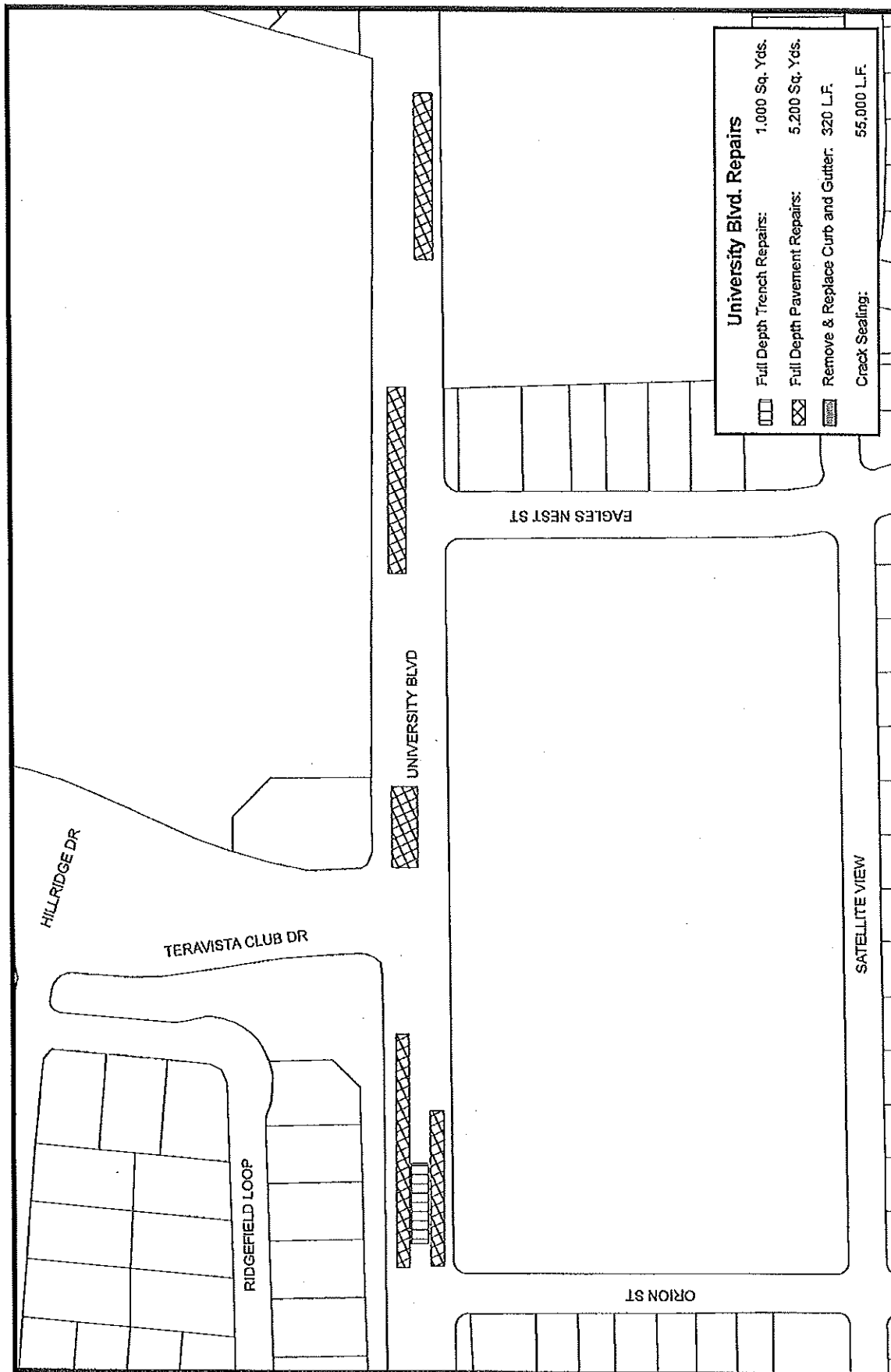




# Exhibit B2

## University Pavement Repairs

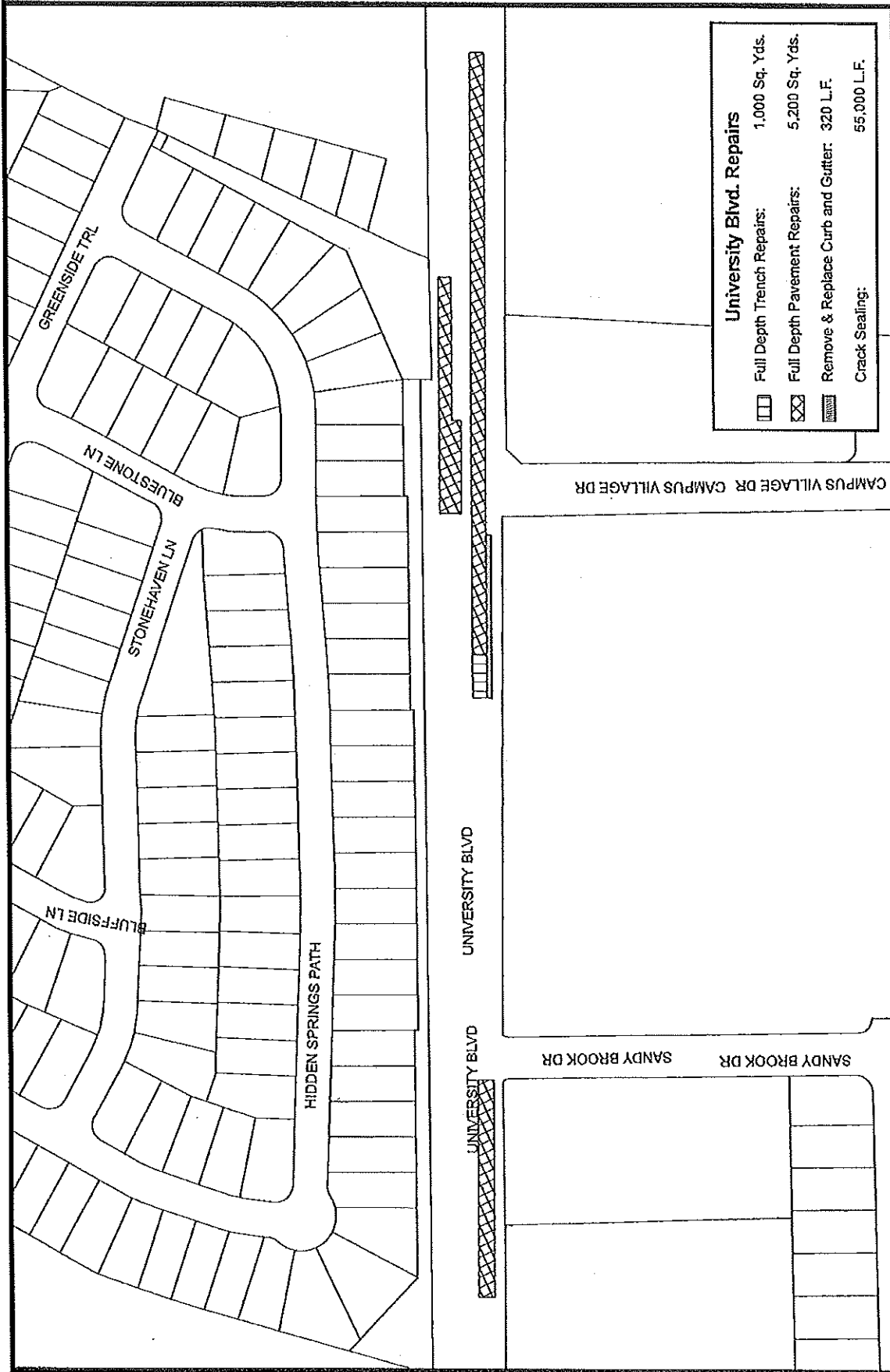




# Exhibit B3 University Pavement Repairs

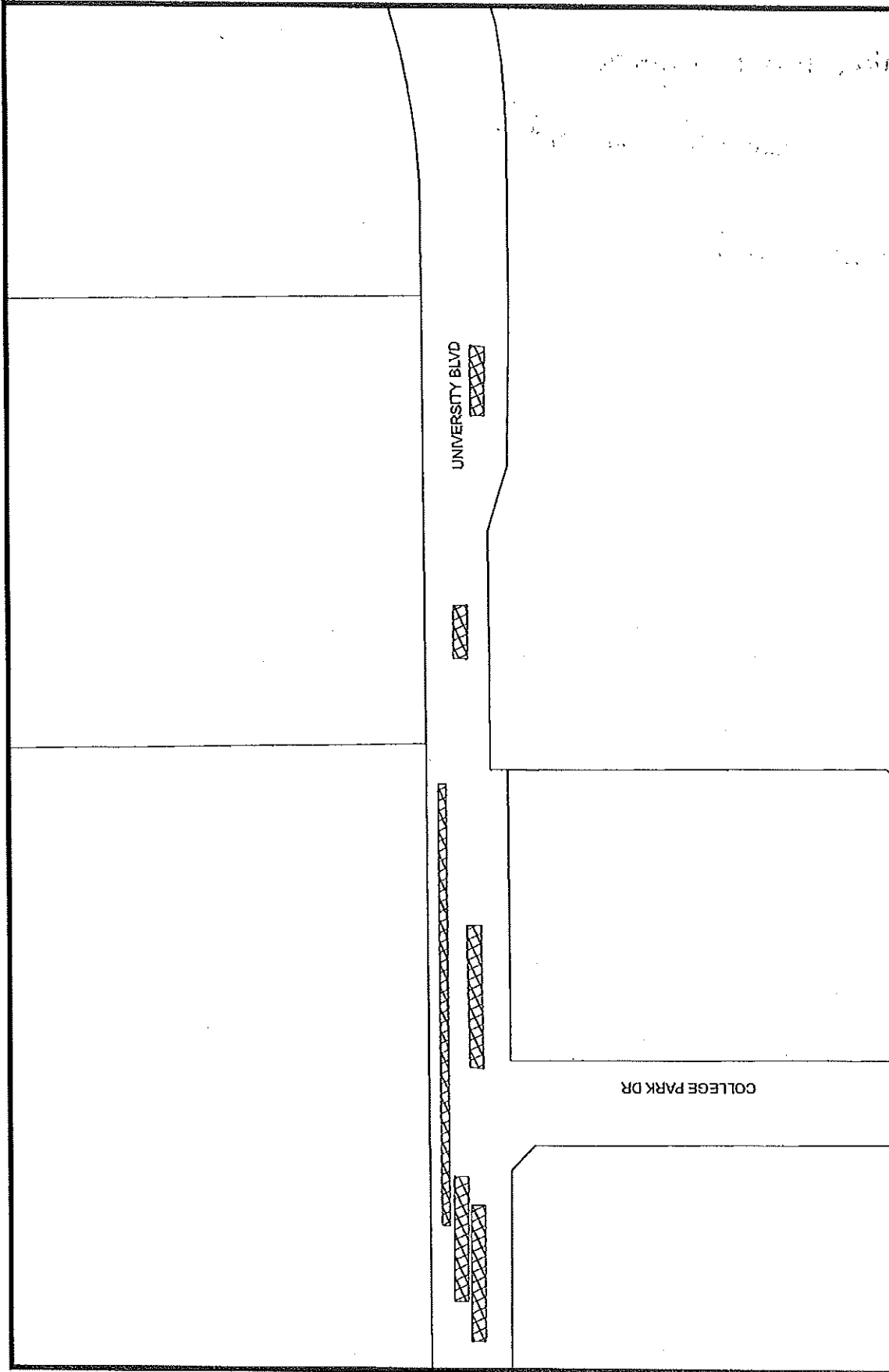






# Exhibit B4 University Pavement Repairs





# Exhibit B5 University Pavement Repairs



## **Tree Memorial for Cpl. Tevan Nguyen**

### **Commissioners Court - Regular Session**

**Date:** 02/15/2011  
**Submitted By:** Mary Clark, Commissioner Pct. #1  
**Submitted For:** Mary Clark  
**Department:** Commissioner Pct. #1  
**Agenda Category:** Regular Agenda Items

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#### **Information**

##### **Agenda Item**

Discuss and consider and proclamation for a memorial tree honoring the memory of Cpl. Tevan Nguyen.

##### **Background**

Cpl. Tevan Lee Nguyen , United States Marine Corps, of Hutto was remembered on Saturday afternoon in a moving tribute at Veteran's Hill Elementary School. Cpl. Nguyen was born and grew up in the Hutto area of Williamson County, graduating from Hutto High School in 2007. He joined the Marines right after high school and served honorably for several years, winning the Purple Heart and other medals. He died on Dec. 28, 2010 in the Helmand Province of Afghanistan while engaged in combat operations.

The Patriot Riders, a group of military veterans who provide motorcycle escorts for fallen soldiers and their families, escorted the family to the school. In a beautiful, patriotic display, when the family arrived a large number of Boy Scouts and other Patriot Riders were holding large American flags and lining the long driveway up the hill to the school. Cpl. Nguyen's parents, Tam and Amy Nguyen, as well as his girlfriend, Monique Sterns, and his three month old son, Tevan Nguyen, Jr. ,plus many other family members friends attended the ceremony. A large number of military veterans from across the county also were in attendance, many in uniform.

Several moving speeches were given by folks that knew Cpl. Nguyen well. His English teacher and football coach at Hutto High School, Coach Mickey Bushong, spoke about how Tevan was a great student and leader. He told of how one day a recruiter was at school in the cafeteria and how the twenty-something young man, who was already in the military, was challenging everyone to a chin-up contest. Coach Bushong said that Tevan loved to win, and so he beat the recruiter and was so proud to have done so. He also told of how much it meant for Tevan to return to the school to visit after basic training to visit him. Next, Cpl. Nguyen's friend from the Marines, Cpl. Ken Foehl gave an emotional talk about their time together in training for two years in Bangor, Maine and then at Camp

Pendleton, California. His voice broke with emotion when he spoke of the last meal he had with Cpl. Nguyen at an IHOP near Camp Pendleton. Cpl. Foehl said that of all the Marines he knew, Cpl. Nguyen was the last one he expected to not come home. Cpl. Foehl reminded us that our freedom was won “by the blood of others and that freedom isn’t free.”

US Congressman John R. Carter (R-Round Rock) thanked the family for their sacrifice and presented them with a US flag that flew over the US Capitol in his memory. State Representative Larry Gonzales (R-Round Rock) along with me and members of Military Moms of Texas, who hosted the event, presented the family with homemade quilts made by the Sun City Quilters. Mr. and Mrs. Nguyen received a patriotic quilt as did Cpl. Nguyen’s girlfriend, Monique Sterns and his infant son, Tevan, Jr. Capt. Christopher Buttry, USMC, a nephew of Sen. Steve Ogden, spoke on behalf of the senator and presented a Texas flag to the family. Round Rock City Councilmember Rufus Honeycutt, a former member of the United States Marine Corps, also spoke about the sacrifice made by this Marine and all members of the military. Hutto Mayor David Begier, a former member of the Air Force, saluted Cpl. Nguyen. And, Heather Chody, the teenage daughter of Constable Robert Chody, sang the national anthem.

Cindy Blankenship, a retired Army officer and an member of Military Moms of Texas, presented the Gold Star Banner to the family. She and Tracy LaPorte, founder of Military Moms, organized the event with the help of many in the community, including Donna Harrell, Veterans Service Officer for Williamson County.

Following the ceremony, a reception was held and attendees had the opportunity to view mementoes from Cpl. Nguyen’s life, such as his service medals, photos from his childhood, trophies from various sports he played and more. All in all, it was a moving tribute to an American hero.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**

Link: [Cpl. Tevan Nguyen](#)

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**Form Routing/Status**

Form Started By: Mary Clark      Started On: 02/10/2011 09:51  
AM

Final Approval Date: 02/10/2011

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**THAT ON THIS, the 15th day of February, 2011, the Commissioners' Court of Williamson County, Texas met in a duly called session at the Courthouse in Georgetown, and at said meeting, among other business, the court approved the following:**

**A donation to the Williamson County Memorial Tree Program and a living memorial has been donated in memory of**

**Cpl. Tevan Nguyen, USMC**

**a local fallen hero, who was killed in action on December 28<sup>th</sup>, 2010, while conducting combat operations in Helmand Province, Afghanistan.**

**A Pecan Tree will be planted in a grove at the  
Future Williamson County Park located on the Byers Tract  
12000 E. State Hwy. 29  
Jonah, Texas**

**With special thanks to:  
Military Moms of Texas &  
Williamson County**

**"He who plants a tree plants hope."**

Lucy Larcom

**The Commissioners' Court of Williamson County and its citizens hope that you find solace in the fact that this lovely tree, symbolic of strength and future, will grace the Williamson County Park near Hutto, Texas.**

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**Dan A. Gattis  
County Judge**

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**Nancy Rister  
County Clerk**



## MOT Stipend

### Commissioners Court - Regular Session

**Date:** 02/15/2011  
**Submitted By:** John Sneed, EMS  
**Submitted For:** John Sneed  
**Department:** EMS  
**Agenda Category:** Regular Agenda Items

#### Information

##### Agenda Item

Discuss and consider approving a stipend for MOT.

##### Background

Since mid-December MOT has been down two full-time slots both due to FMLA circumstances. MOT is requesting an \$80 per shift stipend for current employees who are willing to pick up/work a double shift. We calculate that roughly 52 additional shifts could/will be picked up during each quarter. Some employees have been working these double shifts since mid-December, and it has taken some time to work out logistics on how to compensate the employees for this additional time worked. In calculating 52 shifts at \$80/shift, we arrived at \$4,160 plus \$802 for FICA and retirement. Bringing the worst case scenario total of this proposal to \$4,962 quarterly. Currently, because one of the above FMLA situation is unpaid leave, the MOT budget has \$3,000 to cover the costs above. Therefore, we are requesting that \$1,962 be moved from Emergency Services (583) to cover additional shifts worked effective February 4, 2011.

#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-583-00507	Transfer to RCS	1,384	
To	100-341-2010	Fica	89.00	
To	100-341-1100	F/T Salaries	1,160	
To	100-341-2020	Retirement	135.00	

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Form Started By: John Sneed  
 Started On: 02/10/2011 07:26 AM  
 Final Approval Date: 02/10/2011



## Appointment for ESD #3 Board Member Commissioners Court - Regular Session

**Date:** 02/15/2011  
**Submitted By:** Linda Wipff, Commissioner Pct. #4  
**Submitted For:** Ron Morrison  
**Department:** Commissioner Pct. #4  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Discuss and consider appointing Bill Brown to fill the currently vacant position on the ESD Board #3 to fill a term expiring December 31, 2013.

#### Background

See attachment.

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [Letter](#)

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### Form Routing/Status

Form Started By: Linda Wipff      Started On: 02/10/2011 09:46 AM  
Final Approval Date: 02/10/2011

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4050 FM 1660 Hutto, Texas 78634 512-759-1286 Fax 512-759-2983

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May 24, 2010

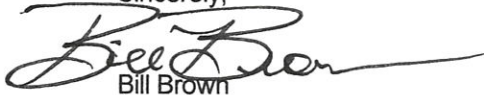
Commissioner Ron Morrison  
Williamson County Commissioner Precinct #4

Sir,

I am interested in being appointed to the Williamson County Emergency Services District #3 Board of Directors. I have been involved in the water and wastewater industry for 22 years. For the past three years, I have served as the General Manager of Jonah Water Special Utility District. I have worked in all aspects of the water business from the bottom to the top. I hold an "A" Water Operator and a "B" Wastewater Operator license issued by the Texas Commission on Environmental Quality. I am also an approved Water and Wastewater instructor and am a member of the Texas Water Utilities Association.

I have been a resident of Williamson County for the past twenty eight years, and for the majority of those years, I have lived in Precinct #4. I believe that my extensive work experience and technical knowledge would be an asset to the Williamson County Emergency Services District #3 Board of Directors. Thank you for your consideration of my request. Please call me with any questions or comments regarding this matter at 512-663-6006.

Sincerely,

  
Bill Brown  
General Manager

## CTRMA reappointments

### Commissioners Court - Regular Session

**Date:** 02/15/2011  
**Submitted By:** Grimes Kathy, Commissioner Pct. #2  
**Submitted For:** Cynthia Long  
**Department:** Commissioner Pct. #2  
**Agenda Category:** Regular Agenda Items

---

#### Information

##### Agenda Item

Discuss and take appropriate action on reappointment of James H. (Jim) Mills and Robert L. (Bob) Bennett, Jr. to the Central Texas Regional Mobility Authority (CTRMA).

##### Background

Jim Mills and Bob Bennett have served as Williamson County's representatives on the CTRMA board and are willing to continue their service for the county.

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#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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#### Attachments

*No file(s) attached.*

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#### Form Routing/Status

Form Started By: Grimes Kathy      Started On: 02/10/2011 08:29 AM  
Final Approval Date: 02/10/2011

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## WBCO emergency funding Commissioners Court - Regular Session

**Date:** 02/15/2011  
**Submitted By:** Grimes Kathy, Commissioner Pct. #2  
**Submitted For:** Cynthia Long  
**Department:** Commissioner Pct. #2  
**Agenda Category:** Regular Agenda Items

---

### Information

#### Agenda Item

Discuss and take appropriate action on emergency assistance for Williamson Burnet Counties Opportunities (WBCO).

#### Background

The building where WBCO prepares and distributes food for the elderly through their Meals on Wheels program was recently damaged by an electrical fire.

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

*No file(s) attached.*

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### Form Routing/Status

Form Started By: Grimes Kathy      Started On: 02/10/2011 11:47 AM  
Final Approval Date: 02/10/2011

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## Byers Tract Seedling Planting, Tree Removal, and Sign Installation Services Commissioners Court - Regular Session

Date: 02/15/2011  
Submitted By: Patrick Strittmatter, Purchasing  
Submitted For: Bob Daigh  
Department: Purchasing  
Agenda Category: Regular Agenda Items

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### Information

#### Agenda Item

Consider awarding bids received for Bid # 11WC910, for the Byers Tract Seedling Planting, Tree Removal, and Sign Installation Services, to the lowest and best bidder- KC Commercial, LLC

#### Background

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

Link: [KC Commercial Bid Form](#)

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### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 02/08/2011 10:01 AM  
Final Approval Date: 02/09/2011

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WILLIAMSON COUNTY BID FORM

Byers Tract Seedling Planting, Tree Removal, and  
Sign Installation Services

BID NUMBER: 11WC910

NAME OF BIDDER: KC Commercial, LLC

Mailing Address: 7450 East State Hwy 29

City: Georgetown State: TX Zip: 78626

Email Address: eric@kc-commercial.com

Telephone: ( 512 ) 930-1140 Fax: ( 512 ) 870-9526

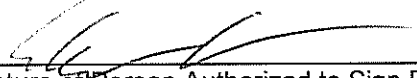
**TOTAL BASE BID AMOUNT** (To include all costs: seedlings, materials, equipment, labor, installation, delivery, possible bonds, etc):

\$ 39,350<sup>00</sup> lump sum

**FENCING BID AMOUNT** (To include all costs: fencing, materials, equipment, labor, installation, delivery, etc):

\$ 5.50 /per linear foot x 1375 LF = \$7,562<sup>50</sup>

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.

 Date: 2 Feb 10  
Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer: Eric Klingemann, President, KC Commercial, LLC

**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. 1, Date 1-24-11 Addendum No. 2, Date 1-28-11  
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**

## Suitable Properties for Conserving Endangered Species and Providing Open Space

### Commissioners Court - Regular Session

Date: 02/15/2011  
Submitted By: Patrick Strittmatter, Purchasing  
Submitted For: Gary Boyd  
Department: Purchasing  
Agenda Category: Regular Agenda Items

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#### Information

##### Agenda Item

Consider authorizing advertising and setting date of March 15, 2011 at 3:00pm in the Purchasing Department to initially receive proposals for Suitable Properties for Conserving Endangered Species and Providing Open Space, proposal # 11WCP1003.

##### Background

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#### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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#### Attachments

Link: [Project RFP](#)

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#### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 02/09/2011 04:46 PM  
Final Approval Date: 02/10/2011

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

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

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## REQUEST FOR PROPOSAL (RFP)

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### Suitable Properties for Conserving Endangered Species and Providing Open Space

PROPOSAL NUMBER: 11WCP1003

INITIAL RFP SUBMITTALS TO BE RECEIVED ON OR BEFORE:  
March 15, 2011 – 3:00 PM

SUBMITTALS WILL BE PUBLICLY ACKNOWLEDGED: March 15, 2011 – 3:00 PM

**Due to an open-ended deadline, RFP submittals will be accepted after the initial March 15, 2011 date. This RFP will stay open until Williamson County determines to close it.**

### PROPOSAL SUBMISSION

**DEADLINE:** Proposals must be received in the Williamson County Purchasing Department **at or before Tuesday, March 15, 2011 at 3:00 PM**. Proposals will be publicly opened at 3:00 pm or soon thereafter in the Williamson County Purchasing Department.

**METHODS:** Sealed proposals 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 18 of this document for a map and directions to the Williamson County Inner Loop Annex.

**FAX/EMAIL:** Facsimile and electronic mail transmittals will not be accepted.

### PROPOSAL REQUIREMENTS

**SUBMITTAL:** One (1) CD and Ten (10) individually bound copies of the candidate's proposal are required (1 original and 9 copies) and consist of the COMPLETED AND SIGNED Proposal Form and any other required documentation. The response must be marked "original" or "copy". **All copies should have the same attachments as the original.**

**SEALED:** All proposals must be returned in a sealed envelope with the proposal name, number, opening date and time clearly marked on the outside. If an overnight delivery service is used, the proposal name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

**LEGIBILITY:** Proposals must be legible and of a quality that can be reproduced.

**LATE PROPOSAL:** Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

**RESPONSIBILITY:** It is expected that a prospective proposer will be able to affirmatively demonstrate proposer's responsibility. A prospective proposer 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 proposer's ability to meet these minimum standards listed above.

## **AWARD**

**THIRTY DAYS:** Awards should be made approximately thirty (30) days after the proposal opening date. Results may be obtained by contacting the Purchasing Contact.

**REJECTION OR ACCEPTANCE:** No more than one proposal will be awarded for any item, single department or area. Proposals may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in this proposal request, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County. In determining the overall best proposal, the County may exercise either (or both) of the following options granted to local government's under the Texas Local Government Code.

Option 1 – TLGC § 271.905. This option allows the County to consider a proposer's principal business location in determining the overall lowest and best proposal.

Option 2 – TLGC § 271.907. This option allows the County to evaluate proposals and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the proposer should provide information in narrative form indicating the anticipated air quality impact. Proposers are expected to meet all mandated state and federal air quality standards.

**CONTRACT:** This Proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful Proposer and Williamson County.

The successful proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

**CONTRACT ADMINISTRATION:** Under the Contract, Gary Boyd, Project Director, (512) 260-4226, shall be the contract administrator with designated responsibility

to ensure compliance with the requirements of the Agreement, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful Proposer.

## **PROPOSAL CONTACTS**

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Every effort will be made to answer questions within 24 hours of receiving them.

### **TECHNICAL CONTACT:**

Gary Boyd, Project Director  
350 Discovery Blvd, Suite 207  
Cedar Park, TX 78613  
512-260-4226  
[gboyd@wilco.org](mailto:gboyd@wilco.org)

### **PURCHASING CONTACT:**

Jonathan Harris  
Assistant Purchasing Agent  
301 SE Inner Loop, Suite 106  
Georgetown, TX 78626  
512-943-1692  
[joharris@wilco.org](mailto:joharris@wilco.org)

## **MISCELLANEOUS**

**FOB DESTINATION:** All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Request for Proposal. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

**FIRM PRICING:** The price must be good from the date of proposal opening for a fixed period of time. Unless the proposal expressly states otherwise, this period shall be until the end of the initial term. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the best proposal.

**ESTIMATED QUANTITIES:** The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal.

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2010 thru September 30, 2011 fiscal year.

**SALES TAX:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this proposal shall be as stated in the various proposal packages.

**PURCHASE ORDER:** If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful proposer for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, (512) 943-1558.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Vernon's Texas

Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: <http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

***The Williamson County Conflict of Interest Statement is located on Page 16 of this RFP. This form must be completed, signed, and submitted with your Proposal.***

**ETHICS:** The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

**DOCUMENTATION:** Proposer shall provide with this response, all documentation required by this request for proposal. Failure to provide this information may result in rejection of the proposal.

**TERMINATION FOR CAUSE:** In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Proposer may be given a reasonable opportunity to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

**TERMINATION FOR CONVENIENCE:** Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, for convenience and without cause or further liability, upon thirty (30) days written notice to Proposer. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Proposer for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any

point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**COMPLIANCE WITH LAWS:** The successful proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

**PROPRIETARY INFORMATION:** All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what

information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

## **WORKER'S COMPENSATION**

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

## Introduction

In 2008, the U.S. Fish and Wildlife Service (the “Service”) issued to Williamson County and the Williamson County Conservation Foundation (“Foundation”) an Endangered Species Act permit (referred to as the “Williamson County Regional Habitat Conservation Plan” or “RHCP”) authorizing the County ‘take’ of four federally-listed species: the golden-cheeked warbler, black-capped vireo, Bone Cave harvestman, and Coffin Cave mold beetle (collectively, the “Covered Species”). (**Take** - From Section 3(18) of the Federal Endangered Species Act: "The term 'take' means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct." Harm may include habitat modification that impacts a listed species through impairment of essential behavior (e.g., nesting or reproduction).

The RHCP also benefits non-listed species, including the Georgetown salamander, which is a candidate for listing under the Endangered Species Act. Hereafter, the golden-cheeked warbler, black-capped vireo, Bone Cave harvestman, Coffin Cave mold beetle, and Georgetown salamander will be collectively referred to as the “Priority Species.”

The County and the Foundation can, pursuant to the RHCP, authorize persons and entities engaged in lawful activities within the County to take the Covered Species through a participation process. In exchange for providing take authorization, Williamson County must acquire property containing habitat for the Covered Species. The County has already acquired several preserves benefitting the Covered Species, as well as the Georgetown salamander.

The purpose of this Request for Proposals (“RFP”) is, primarily, to enlist the help of landowners in creating additional Covered Species preserves. Specifically, the County and the Foundation are seeking landowners willing to propose conservation transactions that are mutually beneficial to both the County and the landowner. The County and the Foundation could leverage these acquisitions to seek additional funding for conservation through the Endangered Species Act section 6 grants program. In addition, Williamson County could also seek to provide to its citizens access to open space and low-impact parkland, where such access does not diminish the value of Priority Species habitat, and where the landowner is willing to allow such access. For additional information concerning the Foundation and the RHCP, please visit <http://www.williamson-county.org/CountyDepartments/ConservationFund/tabid/518/language/en-US/Default.aspx>.<sup>1</sup>

### *How does my property qualify?*

To qualify for consideration, the property under consideration must be located in Williamson County and have at least one of the following attributes:

- For property containing habitat suitable for the golden-cheeked warbler, the property must contain at least 500 acres or, if the property does not contain at least 500 acres, is adjacent to golden-cheeked warbler habitat already under permanent conservation such that the entire conserved area will be equal to or exceed 500 acres.
- For property containing habitat suitable for the black-capped vireo, the property must contain at least 250 acres, or if the property does not contain at least 250 acres, is adjacent to black-capped vireo habitat already under permanent conservation and active management for the black-capped vireo such that the entire conserved area will be equal to or exceed 250 acres.
- For property containing one or more caves containing habitat for the Bone Cave harvestman and/or Coffin Cave mold beetle, at least 40 acres of undeveloped property.

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<sup>1</sup> \*\*The County and the Foundation may, in the future, issue new rounds of RFPs similar to this RFP.

- For property containing or contributing to habitat suitable for the Georgetown salamander, sufficient property to protect the occupied habitat and/or to materially contribute to the preservation of the watershed of such habitat.

In addition to the factors above, the County will also consider:

- Whether the proposed property is buffered by undeveloped surrounding lands;
- Whether other preserve lands or conservation easements are contiguous to the proposed property;
- The availability – on the proposed conservation property or on nearby or adjacent lands – for future expansion of the habitat conservation area and/or other park uses;
- Ability of the proposed property to serve multiple purposes, such as Priority Species preserve and low-impact parkland;
- Price; and
- Whether the proposed conservation property is subject to imminent development pressure.

Landowners will be expected to utilize the form of special warranty deed or the form of conservation easement, as applicable, attached to this RFP and available at: <http://www.williamson-county.org/CountyDepartments/ConservationFund/tabid/518/language/en-US/Default.aspx>.

More detailed criteria are described in the application package and related evaluation factors. Review of applications will be conducted by the Williamson County Conservation Foundation and staff, with assistance from outside technical consultants and advisors. The Foundation, in its discretion, will make recommendations to the Commissioners Court for possible acquisition of qualifying property or properties.

*How do I apply?*

Please complete the enclosed application and submit one original and nine copies to:

Gary Boyd, Project Director  
Williamson County Conservation Foundation  
350 Discovery Boulevard #207  
Cedar Park, Texas 78613

# APPLICATION FOR CONSERVATION FUNDING

## Williamson County

### SECTION I

1. Name of Applicant/Landowner

\_\_\_\_\_

2. Contact Information

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ email: \_\_\_\_\_

### SECTION II

Please provide the following information, using additional space as needed.

1. Property Location

Address and Legal Description (*Please attach legal description of the property*)

\_\_\_\_\_

Williamson County CAD Parcel ID

\_\_\_\_\_

2. Property Summary

Number of acres owned: \_\_\_\_\_

Number of acres proposed for protection:

\_\_\_\_\_

Transaction type (Conservation easement, conveyance of fee title, or other property interests):

\_\_\_\_\_

Public recreational access offered (not required):

\_\_\_\_\_

Existing Structures/Facilities:

\_\_\_\_\_

\_\_\_\_\_

Current use: \_\_\_\_\_

\_\_\_\_\_

Anticipated future use: \_\_\_\_\_

Public land or protected properties adjacent or nearby:

\_\_\_\_\_

Estimated closing date:

\_\_\_\_\_

### 3. Narrative Description of Property and Conservation Values

Provide a narrative description of the proposed property and describe how it will address Williamson County's priorities as listed in the RFP (e.g., habitat for golden-cheeked warbler, black-capped vireo, Bone Cave harvestman, Coffin Cave mold beetle, and/or Georgetown salamander). Specifically, we are interested in as much information as is available concerning the occupancy of the property by any of the Covered Species and the status and condition of that habitat on the property. Habitat assessments, species survey reports, and similar documentation are welcome.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 4. Opportunities or Threats

Does the proposed project provide a conservation or preservation opportunity which would be lost if funding is not awarded at this time? Please describe the nature and immediacy of the opportunity or threat.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 5. Property Use and Management

Describe the landowner's current use of the property and any plans for the property if it remains in current ownership. What is its management history and current condition?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 6. Donations or Endowments

Does the seller plan to donate all or a portion of the property to Williamson County? Is the seller offering land stewardship or an endowment to pay conservation management costs?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### SECTION III

Please provide the following information, using additional space if necessary.

What is the estimated value of the property or conservation easement to be conveyed?

---

Basis for Estimate (appraisal, WCAD value, owner/realtor/land trust estimate, etc)

---

Are other public funding sources likely to be used? YES \_\_\_\_ NO \_\_\_\_

Are private sources of matching funds anticipated? YES \_\_\_\_ NO \_\_\_\_

Estimate of leverage ratio produced by combination of matching funds and land value donation, if any. (Example: If an easement is worth \$1 million and the request is for \$250,000 the County's funds are being matched 1:3)

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## APPLICATION ATTACHMENTS

Please include the following items with the completed application form:

- a. Site Location Map: Identify the site location of the proposed acquisition on a Williamson County map. If possible, provide a digital copy as well.
- b. Property Boundary Map: On a USGS section map or other map of sufficiently large scale, identify the boundaries of the proposed project and scan of same. If building sites will be reserved please identify their proposed locations and approximate size. Similarly, if lands are excluded or will be subdivided, please indicate.
- c. Color Photos: Provide at least six (6) color photos of the property proposed for acquisition, showing important terrain, waterfront, man-made features, access roads, waterways, habitat type, aquifer features or other elements that make the property a good candidate for funding (please include an aerial view, if available).
- d. Property Title, Survey, or Environmental Site Assessment: Provide if available.

### NOTE:

Applications will be reviewed for eligibility and completeness by Williamson County Conservation Foundation staff. The applicant may be contacted during this review for clarification. Applicants may be invited to provide a brief presentation before the Foundation regarding their proposed project. A site tour for the Foundation members and staff and other County personnel Court may also be part of the process and will be scheduled for a mutually agreeable date and time.

Landowner: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Evaluation Factors**

The following evaluation factors may be used to evaluate a property to be considered by the Williamson County Conservation Foundation and Williamson County. Proposed properties reviewed under these factors will protect and enhance wildlife habitats in the County, as well as provide the County's citizens with additional open space. Public access to the proposed properties will be considered.

Before a property can be evaluated, it must be in an area identified as containing habitat suitable for one or more Priority Species.<sup>2</sup> Habitat suitability must have been determined by the Williamson County Conservation Foundation or a biologist qualified to perform endangered species surveys. For purposes of this RFP, "qualified biologist" means any biologist holding an Endangered Species Act section 10(a)(1)(A) permit for the relevant species. In addition, the property owner must be willing to sell the property, or an interest in the property such as a conservation easement, and must be able to convey clear title.

Williamson County and the Williamson County Conservation Foundation seek donations of land value and/or matching monies in order to leverage public funds.

The evaluation factors are only part of the evaluation process. Biologists and other experts may be called in to evaluate further the property. Once projects and properties have been evaluated, the Foundation will recommend to the County those projects the Foundation determines, in its discretion, should be considered by the Commissioners Court.

Please be aware that nothing in the RFP is intended to bind the Foundation or the County to actually acquire any property or conservation easement. Likewise, the applicant is not bound to sell the property or conservation easement. This project is subject to funds being available.

The following page contains evaluation factors which may be used by the Foundation in evaluating proposals.

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<sup>2</sup> Priority Species are: the golden-cheeked warbler, black-capped vireo, Bone Cave harvestman, Coffin Cave mold beetle, and Georgetown salamander.

1. Conservation Opportunity for Priority Species.

- Size of the total property. Please see minimum criteria described in the RFP.
- Amount of species habitat on the property.
- Contiguity of the habitat.
- Quality of the habitat.
- Demonstrated occupancy by one or more Priority Species.
- Existing development threats.
- Number of Priority Species present or benefitted.
- Whether the property itself, or adjacent to already conserved properties, would constitute a karst faunal area as that term is defined in the RHCP.
- Surrounding land uses.

2. Recreation and Open Space Opportunities.

- Willingness of landowner to allow public access.
- Consistency with conservation goals.
- Configuration appropriate to public access (e.g., proximity to public roads, presence of areas of non-habitat)
- Other recreational opportunities (e.g., kayaking)
- Aesthetic considerations

3. Cost and Terms.

- Cost of property or proposed conservation easement.
- Degree of voluntary contribution by landowner.
- Third party funding sources proposed by landowner.
- Any proposed deviations from required terms of Special Warranty Deed or Conservation Easement, as applicable.

### **Length of Proposal**

Although there is not a page limit for submitted proposals, 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 proposal 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, 11-point font size or larger

### **Content of Submission Documents**

All proposals received by the designated date and time will be evaluated based on the vendor responses to the following criteria. Proposals should contain:

1. The completed Application for Conservation Funding
2. All requested Application Attachments
3. A Signed and completed Williamson County Proposal Form
4. Signed and completed Williamson County Conflict of Interest Statement
5. Though not a requirement, the completed Williamson County Advertising Questionnaire

### **Evaluation/Selection Criteria**

All responses received by the designated date and time will be evaluated based on the vendor responses to the submitted Application for Conservation Funding and any of its submitted Application Attachments. Other information may also be taken into consideration when that information potentially provides additional benefit to the County.

### **Selection Process**

Proposers are advised that the selection committee, at its option, may recommend a contract/agreement strictly on the basis of the initial proposals submitted, or in addition, may have interviews with proposers to determine its final recommendation(s).

### **Contract/Agreement Award**

Recommendation(s) for Contract/Agreement Award will be made to the Williamson County Commissioners Court after the overall best proposal(s) is/are determined.

### **Respondent's Acceptance**

By submitting a proposal, the proposer certifies that he/she has fully read and understands the request for proposals(RFP) and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

**Texas Public Information Act**

The County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that the County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP and responding proposal information.

**Commitment**

Respondent understands and agrees that this RFP and responding proposal 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 Proposal response. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

## Williamson County Advertising Questionnaire

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 RFP response. Thank you in advance for your feedback.

My company/firm was made aware of the upcoming project 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)<br>Name of Plan Room(s)_____        | _____Yes _____No |
| g. Texas Comptroller, Electric State Business Daily | _____Yes _____No |
| h. Other:_____                                      | _____Yes _____No |

Any additional advertising suggestions?



## **WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT**

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

**Printed name of person submitting form:**

**Name of Company:**

**Date:**

**Signature of person submitting form:**

Notarized:

**Sworn and subscribed before me**

**by:** \_\_\_\_\_

**on** \_\_\_\_\_  
**(date)**

**WILLIAMSON COUNTY PROPOSAL FORM**  
**Suitable Properties for Conserving Endangered  
Species and Providing Open Space**

**PROPOSAL NUMBER: 11WCP1003**

NAME OF PROPOSER: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

\_\_\_\_\_  
Signature of Person Authorized to Sign Proposal

Date: \_\_\_\_\_

Printed Name and Title of Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL**



# Williamson County Inner Loop Annex

**Address:**

**301 SE Inner Loop  
Georgetown, TX 78626**

**Directions:**

**From South (Austin, Round Rock)**

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

**From North (Georgetown, Jarrell)**

Take IH-35 Southbound

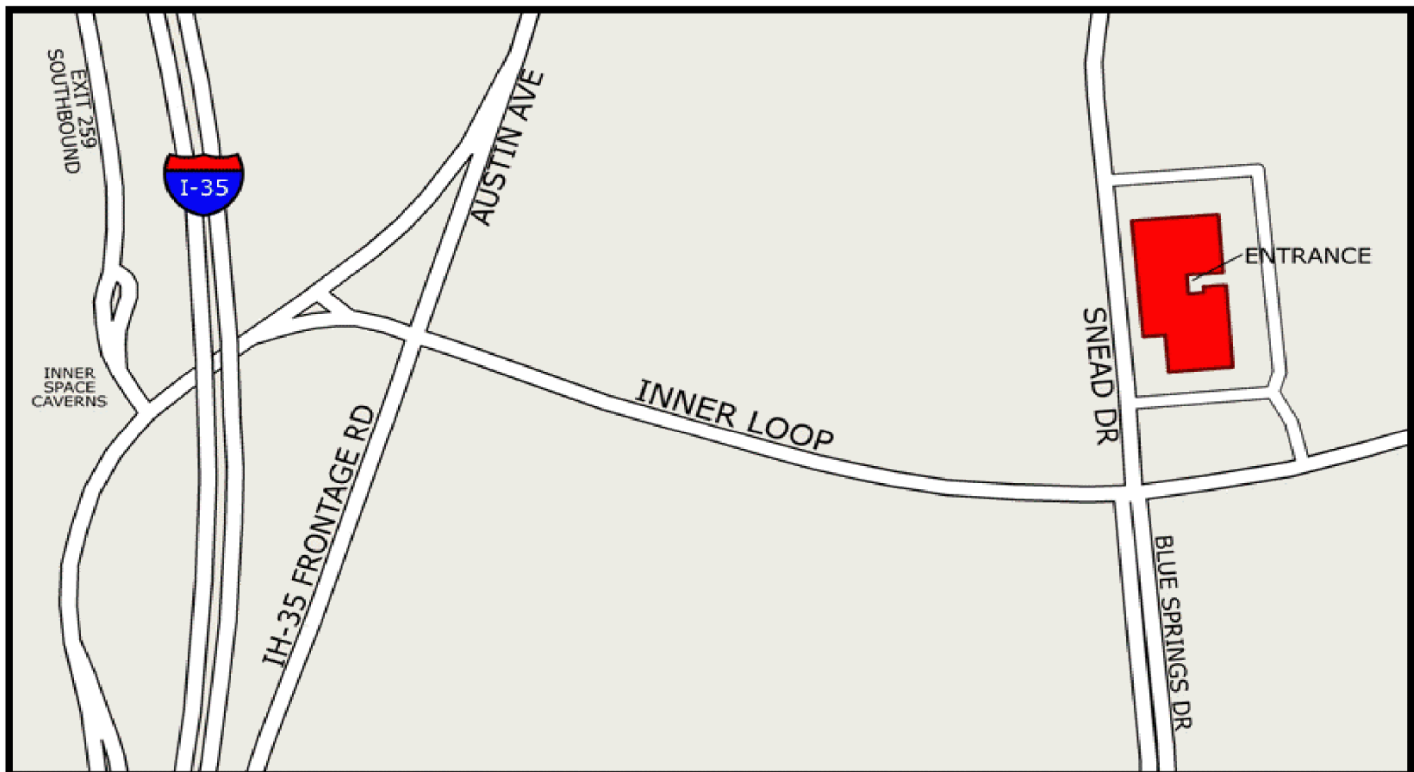
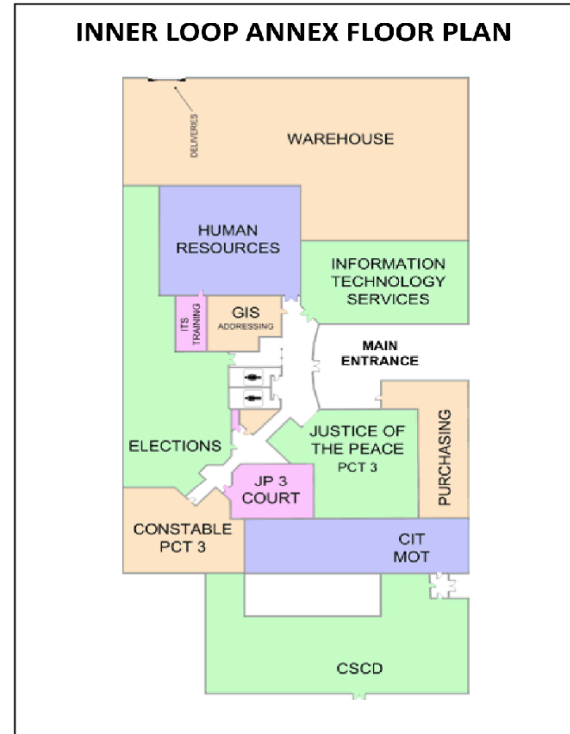
Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles



## CONTRACT DOCUMENT

The successful proposer(s) shall be required to execute a formal contract at Williamson County's offices in Georgetown, Texas. Said contract shall be in the same form as the contract which begins on the following page. The only anticipated changes in the contract will be to include additional exhibits, to fill in blanks to identify the contractor, and terms relating to the compensation, or to revise the contract to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Proposers should raise any questions regarding the terms of the contract, or submit requested changes in said terms, in the form of written questions or submittals.** Because the signed contract will be substantively and substantially derived from the attached contract, each proposer is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached contract before submitting a proposal. Again, the attached contract contains important legal provisions and is considered part and parcel of this request for proposals. Failure or refusal to sign aforesaid contract shall be grounds for Williamson County to revoke any award which has been issued, forfeit proposal security, if applicable, and possibly select another proposer.

## CONSERVATION EASEMENT

This CONSERVATION EASEMENT ("Conservation Easement") is executed to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ ("Grantor"), and WILLIAMSON COUNTY, TEXAS ("Grantee").

### R E C I T A L S:

- A. Grantor is the sole-owner in fee simple of that certain tract of real property located in Williamson County, Texas, comprising \_\_\_\_ (\_\_\_\_) acres, more or less, as more particularly described on Exhibit A attached hereto and made a part hereof (hereafter, the "Property").
- B. Grantee is a political subdivision of the State of Texas.
- C. The Property is a significant natural area that qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96541, 26 USC 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder. Specifically, the Property includes habitat for native wildlife, including certain species listed as threatened or endangered under the federal Endangered Species Act, 16 U.S.C. § 1531, et seq. (the "ESA"), or under consideration for listing as threatened or endangered pursuant to that law. [insert one or more applicable provisions here – see below].
- Specifically, the Property includes habitat for native wildlife, including certain species of endangered karst invertebrates ("KI"), which include the Bone Cave harvestman (*Texella reyeisi*) and Coffin Cave mold beetle (*Rhadine Persephone*).
  - Specifically, the Property includes habitat for native wildlife, including habitat suitable for the endangered black-capped vireo ("BCVI")/golden-cheeked warbler ("GCWA").
  - In addition, the Property contains features suitable for/may constitute a portion of the watershed benefiting the Georgetown salamander, a candidate for listing under the ESA.
- (Collectively, the "Conserved Species").
- D. Grantee is the permittee under an ESA section 10(a)(1)(B) incidental take permit (the "Permit"), which authorizes take of the Conserved Species. Pursuant to the Permit, Grantee must purchase or otherwise acquire habitat suitable for the Conserved Species.
- E. Grantee has determined that the Property is a significant natural area that supports habitat important for all of the [breeding season life cycle requirements of the GCWA and/or BCVI including breeding, feeding, sheltering, nesting, and foraging] [life cycle requirements of the KI/Georgetown salamander] of the Conserved Species. In addition, the Property possesses one or more significant natural, ecological, and aesthetic values for conservation purposes which are of importance to the parties hereto, to the people of Williamson County, and to the people of the State of Texas, and which include, but are not necessarily limited to, natural resource, ecological, and scientific values, including wildlife and plant resources, and the Property is a natural area which qualifies as a "relatively natural habitat of fish, wildlife, or plants, or similar ecosystem", as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code of Suitable Properties for Conserving Endangered Species and Providing Open Space

1986, as amended (collectively, the “Conservation Values”).

- F. Grantor now desires to grant and convey this Conservation Easement, including the related rights set forth herein, to Grantee.
- G. Grantor further intends to convey to Grantee the right of ingress, egress, and access to the Property to allow Grantee to conduct the activities set forth in the Management Plan (defined below).
- H. The Grantor and Grantee have the common purpose of conserving the Property for the benefit of the Conserved Species in perpetuity, and the State of Texas has authorized the creation of conservation easements pursuant to Chapter 183 of the Texas Natural Resource Code and Grantor and Grantee wish to avail themselves of the provisions of that law.

#### DEFINITIONS

“BCVI” means the black-capped vireo (*Vireo atricapilla*) a listed endangered species (52 Fed. Reg. 37420).

“Conservation Easement” means this conservation easement granted to Williamson County to conserve biological resources and to impose certain restrictions with respect to the Property (defined below).

“Easement Documentation Report” means the condition of the Property as described in Easement Documentation Report attached as Exhibit B.

“ESA” means the Federal Endangered Species Act (16 U.S.C. § 1531 et seq.) and all regulations promulgated pursuant to the ESA.

“GTS” means the Georgetown salamander, (*Eurycea naufragia*), a spring adapted salamander designated as a candidate as of October 30, 2001 (66 Fed. Reg. 54808)

“GCWA” means the golden-cheeked warbler (*Dendroica chrysoparia*), a listed endangered species (55 Fed. Reg. 53,153).

“KI” means one or more of the following karst or cave invertebrates:

- (a) Bone Cave Harvestman (*Texella reyes*), a troglobitic harvestman that was originally listed under *Texella reddelli* (53 Fed. Reg. 36029).

- (b) Coffin Cave Mold Beetle (*Batrisodes texanus*), a troglobitic pselaphine beetle. It was originally listed under *Texamaurops reddelli* (53 Fed. Reg. 36029), then taxonomically split into two species (*Texamaurops reddelli* and *Batrisodes texanus*) (58 Fed. Reg. 43818).

“Property” means the tract of real property situated in Williamson County, Texas, containing approximately \_\_\_\_\_ acres and described on Exhibit A.

“Service” means the United States Fish and Wildlife Service.

“Third Party Beneficiary” means the Service.

NOW, THEREFORE, for and in consideration of the facts recited above, of Ten and No/100 (\$10.00), and the mutual covenants, terms, conditions, and restrictions contained herein, the Grantor hereby grants, bargains, sells, and conveys unto Grantee a conservation easement in perpetuity over the Property as set forth in this Conservation Easement.

**Purposes.** The Purposes of this Conservation Easement includes the following: to ensure that the Property will be managed for long-term conservation of and use by the Conserved Species, including without limitation, management and related activities conducted on the Property by Grantee pursuant to the Management Plan; to ensure the Property will be retained forever predominantly in its natural, scenic, and open space condition; to protect native plants, animals, or plant communities on the Property, and to prevent any use of the Property that will impair or interfere with these Conservation Values or interests of the Property, while allowing for traditional uses on the Property that are compatible with and not destructive of the Conservation Values of the Property, such as limited recreational use and limited grazing.

The Grantor intends that this Conservation Easement will restrict the use of the Property to only such activities as are consistent with the purpose of this Conservation Easement. Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the purposes of this Conservation Easement. However, unless specified below, nothing in this Conservation Easement shall require Grantor to take any action to restore the condition of the Property after any act of God or other event over which Grantor had no control. Grantor understands that nothing in this Conservation Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

**Grantor's Obligations.**

*Grantor will comply with the terms of this Conservation Easement and cooperate with the Grantee and Third Party Beneficiary in the protection of this Property.*

*Grantor will repair and restore changes to the Property that degrade or harm the Conservation Values of the Property caused by the Grantor, Grantor's guests, tenants, lessees, representatives, or agents.*

*Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property.*

*Unless exempt from payment of taxes, Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority.*

*To the extent allowed by law, Grantor and successors in interest shall be allowed to apply for currently existing designations or exemptions with regard to taxation or assessment of the Property or which may be enacted in the future. This Conservation Easement shall be without prejudice to Grantors' and successors' in interest rights to receive such designations.*

**Prohibited Uses.** Any activity on or use of the Property inconsistent with the Purpose of this Conservation Easement and associated Management Plan is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as provided in Section 4 below:

**Construction.** *There shall be no placement or construction of structures or other improvements on or above the Property; including without limitation a tennis court or other recreational court or field, landing strip, building, mobile home, swimming pool, signs, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, golf course, tower, conduit line, or sodium vapor light.*

**Surface or Subsurface Alteration.** *There shall be no ditching, draining, construction of dikes, filling, excavating, dredging, mining, drilling, extracting or exploring for or removing topsoil, sand, gravel, rock, minerals or other materials, on or below the surface of the Property unless the Grantee and Third Party Beneficiary give prior written consent.*

**Vegetation Alteration.** *There shall be no use of bulldozers, root plowing, and/or chaining unless the Grantee and Third Party Beneficiary give prior written consent. All vegetation alteration will be in accordance with guidelines set forth in the Management Plan, if any. Grantor must not introduce or allow non-native vegetation onto the Property.*

**Chemicals.** *The use of pesticides or biocides, including but not limited to insecticides fungicides, rodenticides, and herbicides is prohibited, except as expressly allowed in the Management Plan or approved by Grantee and Third Party Beneficiary in writing.*

**Dumping.** *There shall be no storage or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Property; there shall be no changing of the topography through the placing of soil or*

*other substance or material such as landfill or dredging spoils.*

**Soils and Hydrology.** *There shall be no use on the Property or activity that causes or is likely to cause soil degradation, erosion, or siltation. Alteration, depletion, extraction or pollution of surface water, natural water courses, lakes, ponds, marshes, subsurface water, or any other water bodies on the Property is prohibited. Grantor shall not transfer, encumber, lease, sell or otherwise sever such rights from title to the Property itself without the written approval of the Grantee and Third Party Beneficiary.*

**Vehicles.** *There shall be no operation of dune buggies, motorcycles, or all-terrain vehicles on the Property unless otherwise specified herein or in the Management Plan.*

**Subdivision.** *The Property may not be divided, partitioned, or subdivided except as a unit containing the entire Property in order to segregate it from the remainder of Grantor's property. The Property, for the benefits of this Conservation Easement, shall remain as an undivided approximately \_\_\_\_ acre tract in perpetuity.*

**Density.** *Neither the Property nor any portion of it shall be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise.*

**Commercial Activity.** *Except as provided in Section 4.7, there shall be no commercial or industrial use of, or activity on, the Property unless written approval is obtained from both the Grantee and Third Party Beneficiary.*

**Easement.** *Except as provided in this Conservation Easement, Grantor must not grant or convey any easements under or across the Property, including, but not limited to, access easements and utility easements, except such easements already in existence or pursuant to imminent exercise of or power of eminent domain by an entity holding such power.*

**Grantor's Reserved Rights.** *The Grantor hereby reserves the following rights:*

**Transfer.** The right to sell, give, mortgage, lease, or otherwise convey the Property, provided such conveyance is subject to the terms of this Conservation Easement.

**Diseased Trees.** The right to cut, trench, and remove diseased or dead trees, shrubs, or plants, subject to the prior written approval of the Grantee, prior notice to Third Party Beneficiary, or in accordance with guidelines set forth in the Management Plan, if any.

**Grazing.** The right to graze only cattle, bison/buffalo, and/or horses on the Property. Grazing will only be allowed at a stocking level consistent with recommended standards of the Texas Cooperative Extension Service (TCES) for sound range management of comparable land in Williamson County, Texas. However, if there is biological information that supports a lower level of ranch management than recommended by TCES, the Grantor, Grantee, and Third Party Beneficiary will review that information and come to agreement prior to initiation of cattle, bison/buffalo, or horse grazing on the Property. If Property contains habitat suitable for GCWA and/or BCVI and cattle, bison/buffalo, or horse grazing occurs on the Property between March 1st and September 1st when BCVI and GCWA are present, then brown-headed cowbirds (*Molothrus ater*) will be trapped in accordance with the Management Plan guidelines on cowbird trapping, if any, and Grantor will bear the obligation for payment of any and all costs and expenses for such trapping. No grain or feed shall be stored or distributed on the Property. If grain is used during the BCVI and/or GCWA breeding season, if applicable, then brown-headed cowbirds will be trapped in accordance with the Management Plan guidelines on cowbird trapping, if any. Grantor will be allowed to install and use watering stations for livestock and/or wildlife as needed, but only as approved by the Grantee and Third Party Beneficiary. No level of grazing or construction to support grazing activities may be allowed that would negatively impact the Conservation Values of the Property.

**Roads.** The right to repair, replace, and improve existing roadways in accordance with guidelines set forth in the Management Plan, if any, and to maintain roads or trails necessary on the Property for the execution of the Management Plan. Any new roads or trails must be approved by the Grantee and Third Party Beneficiary and shall not negatively impact the Conservation Values of the Property.



**Hunting.** *The right to remove nonnative animals at any time, but only in a manner that does not negatively impact the Conservation Values of the Property, and all other hunting in accordance with applicable laws and regulations.*

**Recreational/Commercial Uses.** *The right to use the Property for recreational purposes, including horseback riding, hiking, wildlife photography, bicycling, and bird watching, provided these activities follow limitations as described herein and/or in the Management Plan and are done in a manner to not impact the Conserved Species, Conserved Species habitat, or the other Conservation Values of the Property, and follow all applicable state and Federal game laws. Notwithstanding the foregoing, there shall be no recreational caving use on the Property.*

**Fencing.** *The right to construct and maintain fencing in accordance with the Management Plan.*

**Vehicles.** *The use of vehicles shall be limited to existing roads, fencelines, and trails accessing photo blinds or observation decks. All terrain vehicles may be used off existing trails to access photography blinds/observation decks, monitor grazing animals, inspect fence lines, and monitor species status and habitat condition. Use of all vehicles will be performed in a manner to avoid impact to the Conservation Species and their habitat.*

**General.** *All rights, title, interest in, and use of the Property not specifically granted to Grantee and Third Party Beneficiary in this Conservation Easement is retained by Grantor.*

## **Grantee's Rights and Access Easement.**

**Right of Access to Property for Management Plan Activities and Enforcement.** *To accomplish the purpose of this Conservation Easement, Grantor hereby further conveys to Grantee the right of ingress, egress, access, and entry to the Property at all reasonable times for the purposes of (a) conducting any and all activities on the Property pursuant to the Management Plan, including without limitation, inspecting, managing, monitoring, and conducting fire ant treatments; (b) inspecting the Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement; (c) conducting surveys and other scientific observations or studies, copies of which studies shall be provided Grantor upon written request by Grantor; (d) enforcing the terms of this Conservation Easement; and (e)*

*taking any and all actions with respect to the Property, as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof. For purposes of Section 5.1(a)-(c), at least seventy-two (72) hours prior written notice to Grantor shall be provided, and entry onto the Property shall occur during daylight hours and regular business days. Grantee agrees to use best efforts to coordinate any and all entry onto the Property so that the number of total entries onto the Property is minimized. Notwithstanding the foregoing sentence, for purposes of Section 5.1(d)-(e), notice shall be provided and entry onto the Property shall be conducted pursuant to Section 15.*

**Third Party Beneficiary's Rights.** The Service is a third party beneficiary of the rights of Grantee under this Conservation Easement, including the right to enforce compliance by Grantor with the terms and provisions of this Conservation Easement, and the rights and remedies granted to Grantee under this Conservation Easement.

**Discretionary Consent.** The Grantee's and Third Party Beneficiary's consent for activities otherwise prohibited in this Conservation Easement, or for any activities requiring Grantee's and Third Party Beneficiary's consent, may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in this Conservation Easement are deemed desirable by all the Grantor, the Grantee, and Third Party Beneficiary, the Grantee and Third Party Beneficiary may, in their sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and permission for activities requiring the Grantee's and Third Party Beneficiary's consent, shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee and Third Party Beneficiary to judge the consistency of the proposed activity with the purpose of this Conservation Easement. The Grantee and Third Party Beneficiary may give their permission only if they determine, in their sole discretion, that such activities (1) do not violate the purpose of this Conservation Easement and (2) either enhance or do not impair any conservation interests associated with the Property. Notwithstanding the foregoing, the Grantee and Third Party Beneficiary and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Easement or to allow any residential, commercial or industrial structures or any commercial or industrial activities on the Property, except as outlined in this Conservation Easement.

**Habitat Management.** The habitat on the Property will be managed for the benefit of the Conserved Species, in accordance with the Management Plan.

**Public Access.** Except as otherwise provided in this Conservation Easement, nothing contained in this Conservation Easement shall give or grant to the public or any party other than Grantor, Grantee and Third Party Beneficiary a right to enter upon or to use the Property or any portion thereof.

Alternate Public Access Provision

9. Public Access. Grantor has agreed to allow limited public access to the Property in accordance with the terms and conditions set forth in the Public Access Management Plan attached hereto as Exhibit C.

**Costs and Liabilities.** Except as otherwise provided in this Agreement or the Management Plan, including without limitation the Grantee's obligation to conduct or pay for operation and maintenance of the Property as more particularly described in the Management Plan, the Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of comprehensive general liability insurance coverage. Grantee shall maintain its own general liability insurance coverage.

To the extent allowed by law, each party agrees to release, hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of the activities of the other party on the Property.

**Taxes.** The Grantor shall pay any real estate taxes or other assessments levied on Grantor's interest in the Property. If the Grantor becomes delinquent in payment of taxes or assessments, so that a lien is created against the Property and public notice of sale is posted and written notice thereof is given to Grantor, the Grantee, at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in the Property by paying funds to discharge the lien or delinquent taxes or assessments, or to take such other actions as may be necessary to protect the Grantee's interest in the Property and to assure the continued enforceability of this Conservation Easement.

**Title.** The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Conservation Easement, and that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement. This conveyance is subject to all easements, rights of way, reservations, mineral severances, covenants, conditions, restrictions, and other title exceptions of record which affect the Property, as described on Exhibit D. The Grantor shall provide notice to Grantee and to Third party Beneficiary in the event that title to the Property is transferred.

**Hazardous Waste.** To the best of Grantor's knowledge without diligent inquiry, Grantor covenants, represents and warrants to the Grantee that no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are no underground storage tanks located on the Property.

**Grantee's and Third Party Beneficiary's Remedies.** If the Grantee or Third Party Beneficiary become aware of a violation of the terms of this Conservation Easement, the Grantee or Third Party Beneficiary shall give notice to the Grantor, at the Grantor's last known address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violation and to restore the Property to its previous condition. Grantor agrees that the Easement Documentation Report shall be deemed to provide objective information concerning the Property's condition at the time of this grant. Failure by the Grantor to abate the violation and take such other corrective action as may be requested by the Grantee and Third Party Beneficiary within thirty (30) days after receipt of such notice shall entitle the Grantee or Third Party Beneficiary to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement; to require the restoration of the Property to its previous condition; to enjoin the non-compliance by ex parte, temporary or permanent injunction in a court of competent jurisdictions, and/or to recover any actual damages arising from the noncompliance. Such damages, when recovered, must be applied by the Grantee to corrective action on the Property. If the court or arbitration process determines that the Grantor has failed to comply with this Conservation Easement, the Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including costs of restoration, mediation, arbitration, court costs and reasonable attorney's fees.

***Emergency Enforcement.*** *If the Grantee or Third Party Beneficiary, in their reasonable discretion, determine that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, the Grantee or Third Party Beneficiary may pursue remedies under this paragraph with prior notice to the Grantor by personal communication, telephone, or as otherwise described herein, but without waiting for the period for cure to expire.*

***Failure to Act or Delay.*** *The Grantee and Third Party Beneficiary do not waive or forfeit the right to take action as may be necessary to ensure compliance with this Conservation Easement and associated Management Plan by any prior failure to act and the Grantor hereby waives any defenses of*

*waiver, estoppel or laches with respect to any failure to act or delay by the Grantee and Third Party Beneficiary, their successors or assigns, in acting to enforce any restriction or exercise any rights under this Conservation Easement.*

**Violations Due to Causes Beyond Grantor's Control.** *Nothing herein shall be construed to entitle the Grantee or Third Party Beneficiary to institute any enforcement proceedings against the Grantor for any changes to the Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons. In the event of violations of this Conservation Easement caused by the unauthorized wrongful acts of third persons, Grantor agrees to give Grantee and Third Party Beneficiary timely notice of such acts as soon as Grantor becomes aware of such, and, upon request by the Grantee, to join in any suit or, at the election of the Grantor, to appoint the Grantee as its attorney-in-fact for the purposes of pursuing enforcement action.*

**Dispute Resolution.** If a dispute arises between Grantor, Grantee and/or Third Party Beneficiary, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration. Thereafter, to the extent allowed by law any unresolved controversy shall be settled by arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the decision tendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the mediation and arbitration requirements of this Section 16, for any violation of the terms of this Conservation Easement that might cause temporary or permanent damage to the Conservation Values of the Property, the provisions of Section 14 regarding injunctive relief for Grantee and Third Party Beneficiary shall control over this Section 15.

**Parties Subject to Easement.** The covenants agreed to and the terms, conditions, and restrictions imposed by this grant shall not only be binding upon the Grantor but also its lessees, agents, personal representatives, successors and assigns, and all other successors to Grantor in interest and shall continue as a servitude running in perpetuity with the Property.

**Subsequent Transfers.** The Grantor agrees that the terms, conditions, restrictions and purposes of this grant or reference thereto will be inserted by the Grantor in any subsequent deed or other legal

instrument by which the Grantor divests either the fee simple title or possessory interest in the Property.

**Merger.** The Grantor and the Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

**Assignment.** The parties hereto recognize that the benefits of this easement are in gross and assignable. Any assignment shall be to a qualified organization and holder, as those terms are defined in Section 170(h)(3) of the IRC of 1986 and Chapter 183 of the Texas Natural Resources Code, that is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(3) of the IRC and committed to hold the easement solely for the conservation purposes that the contribution was originally intended to advance. Grantor and Third Party Beneficiary must give written approval of the organization prior to assignment.

If Grantee ever ceases to exist or no longer qualifies under Section 170(h) of the IRC Code, or applicable state law, upon motion of Grantor, Grantee, Third Party Beneficiary, or an interested third party, a court of competent jurisdiction shall transfer this Conservation Easement and associated Management Plan to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Conservation Easement and associated Management Plan. In the event that Grantee is unable to fulfill its responsibilities as the holder of this Conservation Easement and associated Management Plan, Grantee will attempt to cooperate with Grantor and Third Party Beneficiary to identify and select a substitute organization that is acceptable to Grantor and Third Party Beneficiary.

If the Grantee ceases to exist or no longer qualifies to hold the conservation easement, the Grantee shall notify the Third Party Beneficiary. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that Grantee shall be required to comply with instructions from the Third Party Beneficiary. Furthermore, the parties acknowledge and agree that nothing contained herein shall bind the Third Party Beneficiary regarding the nature of such instructions.

**Eminent Domain.** Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the Grantee shall join in appropriate actions at the time of the taking to recover the full value of the taking and all incidental or direct damages resulting from it to the extent allowed by law, and the proceeds shall be divided in accordance with the proportionate value of the Grantee's and Grantor's interests, as provided in Treasury Regulation Section 1.170A-14(g)(6), and Grantee's proceeds shall be used as specified above. All expenses incurred by the Grantor and the Grantee in such action shall be paid out of the recovered proceeds.

## **Miscellaneous Provisions.**

**Severability.** *If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.*

**Successors and Assigns.** *The term "Grantor" shall include the Grantor and the Grantor's heirs, executors, administrators, successors and assigns and shall also mean the masculine, feminine, corporate, singular or plural form of the word as needed in the context of its use. The term "Grantee" shall include Williamson County, Texas, and its successors and assigns.*

**Rerecording.** *The Grantee is authorized to record or file any notices or instruments appropriate to assure the perpetual enforceability of this Conservation Easement; and Grantor appoints the Grantee its attorney-in-fact for the purpose of filing, recording and rerecording, if necessary, any instrument pursuant to this Conservation Easement. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.*

**Captions.** *The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.*

**Counterparts.** *The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.*

**Legislative Changes.** *All references to state and Federal laws shall be applicable to similar successor provisions as may be hereinafter enacted from time to time.*

**Notices.** *The following notices required in this Conservation Easement shall be sent by registered or certified mail to the addresses below or to such address as may be hereafter specified by notice in writing.*

- a. Notice of Change of Address of Parties
- b. Notice of Change of Ownership of Property

- c. Notice to Review or Request to Amend Management Plan
- d. Notice of Violation
- e. Notice of Tax Delinquency
- f. Notification of Cessation of Grantee
- g. Extinguishment of Easement
- h. Amendment of Easement

Grantor, Grantee, and Third Party Beneficiary agree to send updated contact information for notice to the other parties within thirty (30) days of change of such information, or change of ownership of the Property. If a response to a notice provided under this Section 22.7 is required, the Grantor, Grantee, and Third Party Beneficiary agree to respond within thirty (30) days of receipt of the notice. All other notices and communication between Grantor, Grantee and Third Party Beneficiary may be conducted in writing or via telephone, and all parties agree to respond within a reasonable amount of time.

***Interpretation. This Conservation Easement shall be interpreted under the laws of the State of Texas, resolving any ambiguities and questions for the validity of specific provisions so as to give maximum effect to its conservation purposes.***

If to Grantor: [INSERT NAME, ADDRESS, PHONE and FAX here]

with a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

If to Grantee: WILLIAMSON COUNTY, TEXAS

Attn: County Judge  
Phone: (512) 943-1550  
Fax: (512) 943-1662

with a copy to: SHEETS & CROSSFIELD, L.L.P.

309 E. Main  
Round Rock, Texas 78664  
Attn: Charlie Crossfield, Esq.  
Phone: (512) 255-8877  
Fax: (512) 255-8986

If To Third Party Beneficiary: U.S. Fish and Wildlife Service  
Austin Ecological Services Field Office  
10711 Burnett Road, Suite 200  
Austin, Texas 78758  
Attn: Field Supervisor  
Phone: (512)490-0057  
Fax: (512)490-0974

***Federal Appropriations. The duties of the Third Party Beneficiary to carry out its obligations pursuant to this Conservation***



**Easement and associated Management Plan shall be subject to the availability of appropriated funds.**

**Amendment. This Conservation Easement may not be amended, modified, or rescinded except upon written consent by the Grantor, Grantee, and Third Party Beneficiary.**

**Costs of Enforcement. If Grantee and/or the Third Party Beneficiary prevails in any action to enforce this Conservation Easement, any costs incurred in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor. Grantor shall be entitled to the costs of enforcement if it prevails in any action it brings or is brought by Grantee and/or the Third Party Beneficiary, to the extent otherwise allowed by law.**

**Endangered Species Act. Grantor and Grantee each acknowledge that all activities accomplished or permitted under this Conservation Easement and associated Management Plan (or in general) must comply with all appropriate local, state, and Federal statutes including, but not limited to, the ESA.**

**Federal Interest, Non-discrimination. So long as the Property is managed by Williamson County for the purpose for which it was acquired, Williamson County is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Title IX of the Education Amendments of 1972. Further, Williamson County agrees, to the extent required by law, that no individual will be turned away or otherwise denied access to or benefit from any program on the Property or activity that is directly associated with a program on the Property on the basis of race, color, national origin, age and sex (in educational activities) or disability.**

**Effective Date. As attested by the signature of its authorized representative, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Conservation Easement. This Conservation Easement is to be effective as of the date of the last required signature.**

**Conservation Easement Governing Document. In the event of any conflict between any term or provision of this Conservation Easement and the Management Plan, the Conservation Easement controls.**

GRANTOR:

\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

GRANTEE:

WILLIAMSON COUNTY

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Exhibits:

Exhibit A – Property Description

Exhibit B – Easement Documentation Report

Exhibit C – Public Access Management Plan

Exhibit D – Permitted Exceptions

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

      This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

      This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, on behalf of WILLIAMSON COUNTY, TEXAS.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## ICE CCA Funding Dec 2010 and Jan 2011 Commissioners Court - Regular Session

**Date:** 02/15/2011  
**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 Sheriff's Office:

#### Background

To recognize the additional revenue for FY 11, per the T.Don Hutto/CCA contract renewal. This revenue is for December 2010 and January 2011 as funded by ICE. This provides monitoring fee revenue per the contract with CCA and Williamson County.

### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.370515	US Marshal/ICE Svc Rev	\$12,000.00	01

### Attachments

*No file(s) attached.*

### Form Routing/Status

Form Started By: Lisa Moore      Started On: 02/08/2011 11:06 AM  
 Final Approval Date: 02/09/2011

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**Date:** 02/15/2011  
**Submitted By:** Lisa Moore, County Auditor  
**Submitted For:** Melanie Denny  
**Department:** County Auditor  
**Agenda Category:** Regular Agenda Items

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### 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 Sheriff's Office revenue:

#### Background

To recognize the additional expenditures for FY 11 per the T. Don Hutto/CCA contract renewal. This expenditure is for December 2010 and January 2011 as funded by ICE. This provides for the monitoring fee expense as per the contract with CCA and Williamson County and the agreement between the Commissioner's Court and the Williamson County Sheriff.

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0560.001110	Overtime	\$9,102.60	01
	0100.0560.002010	FICA	\$918.00	02
	0100.0560.002020	Retirement	\$1,379.40	03
	0100.0560.002050	Worker's Comp	\$600.00	04

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### Attachments

*No file(s) attached.*

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### Form Routing/Status

Form Started By: Lisa Moore  
 Started On: 02/08/2011 01:10 PM  
 Final Approval Date: 02/09/2011

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## Discuss Real Estate Matters

### Commissioners Court - Regular Session

**Date:** 02/15/2011  
**Submitted By:** Charlie Crossfield, Road Bond  
**Submitted For:** Charlie Crossfield  
**Department:** Road Bond  
**Agenda Category:** Executive Session

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#### 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 or lease of property by the County:

- a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
- b) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
- c) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
- d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
- e) Discuss proposed acquisition of property for proposed SH 29 Safety Improvement project.
- f) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- g) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
- h) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
- i) Discuss proposed Northwoods Road District.
- j) Discuss conveyance of University Boulevard right-of-way.
- k) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.

l) Discuss proposed realignment project along FM 1660.

m) Discuss proposed acquisition of property for right-of-way along Pond Springs Road.

n) Discuss proposed acquisition of property for right-of-way along Chandler III A.

o) 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.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Form Started By: Charlie Crossfield      Started On: 02/10/2011 09:24 AM  
Final Approval Date: 02/10/2011

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## Discuss Pending or Contemplated Litigation Commissioners Court - Regular Session

**Date:** 02/15/2011  
**Submitted By:** Charlie Crossfield, Road Bond  
**Submitted For:** Charlie Crossfield  
**Department:** Road Bond  
**Agenda Category:** Executive Session

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### 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

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### Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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### Attachments

*No file(s) attached.*

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### Form Routing/Status

Form Started By: Charlie Crossfield      Started On: 02/10/2011 09:40 AM  
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