

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MAY 24TH, 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, Wire Transfers and Electronic Payments 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 – 10)

5. Discuss and consider approving a line item transfer for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0540-003001	Small Equipment & Tools	200.00	
To	0100-0540-003005	Office Furniture	200.00	

6. Consider accepting \$300.00 donation from Tim Bargainer of Baker-Aicklen for Dino Day Saturday, May 7, 2011 at Champion Park.
7. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, or destruction.

8. Discuss and take appropriate action regarding Certificate of Approval For Issuance of Tax-Exempt Multifamily Housing Revenue Bonds.
9. Discuss and consider approving the execution of a Deed Without Warranty from Williamson County, Trustee, to Steven W. Zerrien, Grantee, pursuant to Section 34.05(a) of the Texas Property Tax Code.
10. Discuss and consider approving the execution of a Deed Without Warranty from Williamson County, Trustee, to Ramiro Villegas, Grantee, pursuant to Section 34.05(a) of the Texas Property Tax Code

REGULAR AGENDA

11. Hear presentation on Flood repairs and Tippet Middle School Special Event at Berry Springs Park
12. Discuss and take appropriate action on road bond program.
13. Consider approving Change Order No. 18 in the amount of \$59,515.43 for US 79 Section 5A, a Pass Through Financing Project in Precinct Four.
14. Consider approving Change Order No. 21 in the amount of \$36,654.00 for US 183, a Pass Through Financing Project in Precinct Two.
15. Consider Approving Change Order No. 22 in the amount of \$34,265.85 for US 183, A Pass Through Financing Project in Precinct Two.
16. Consider approving the appointment of Eldridge Tidwell to ESD #10 Board.
17. Discuss and take appropriate action regarding an amendment to the 2010 - 2011 Williamson County Wellness Program
18. Discuss and consider approving FY 2012 Food Service Renewal Contract for Juvenile Services.
19. Discuss and take appropriate action on Determination Letter for mitigation enrollment on 8.4 acres covering easement along SH 195 for water utility line relocation by Chisholm Trail Special utility District.
20. Discuss and take appropriate action on request for technical support from the Texas Task Force on Indigent Defense.
21. Discuss and take possible action regarding Texas legislative issues and bills that relate to county business.
22. Consider approving a professional services agreement with Datamanusa, LLC to provide consulting services on the ITS SharePoint project. Datamanusa, LLC is a DIR vendor, contract # DIR-SDD-1085.

23. Consider approving a professional services agreement with KAHickman Architects and Interior Designers to provide a property assessment of the Johnson Almquist House, with a cost of \$3,000. The firm is pre-qualified from responding to RFQ number 10WCRFQ1006, Pre-Qualification of Architectural Firms for Williamson County.
24. Consider approving a renewal agreement with Compass Group USA, Inc. (Canteen Vending Services Division), to continue providing vending products and services to Williamson County.
25. Consider awarding proposals received for ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND FAIR HOUSING PLAN, proposal # 11WCP1004, to the best proposer meeting specifications, Northeast and Bucks Company d/b/a Mullin & Lonergan Associates, Inc.
26. Consider awarding bids received for HD-5 PROPANE MOTOR FUEL FOR WILLIAMSON COUNTY FLEET SERVICES, bid# 11WC912, to the lowest and best bidder- Independent Propane Company d/b/a Centex Propane.
27. Consider awarding proposals received for CONSTRUCTION MANAGER-AT-RISK FOR WILLIAMSON COUNTY EMERGENCY SERVICES OPERATIONS CENTER, RFP # 11WCP1006, to the best proposer meeting specifications, J. T. Vaughn Construction, LLC.
28. Discuss and take appropriate action regarding Agreement between Williamson County Texas and Williamson County Emergency Services District No. 4, Liberty Hill, Texas.
29. Discuss and take appropriate action regarding the employment and retention of the Law Offices of Charles S. Frigerio, P.C. to represent Williamson County, the Williamson County Sheriff's Department (Office) and any future named Williamson County officers, officials and/or employees in relation to Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services.
30. Discuss and take appropriate action regarding Burn Ban.
31. Consider authorizing County Judge to execute a Land Lease with Jerry Hawes to acquire and/or lease land for communication tower.

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)."

- 32.** 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.
 - 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
 - p) Discuss proposed realignment project along CR 245.
- 33.** Discuss possible execution of land leases for communication towers pursuant to VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property.

- 34.** 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) Attorney Grievance filed with the Office of Chief Disciplinary Counsel of the State Bar of Texas against Jana L. Duty-Hunsicker- Grievance File No. A0021113619;
 - d) Civil Action No. 1:10-CV-00693-LY; Robert James Henry v. City of Taylor et al.; In the United States District Court for the Western District of Texas;
 - e) 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
 - f) 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.
 - g) Civil Action 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
 - h) Cause No. A11CA403SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Dept., Western District of Texas Austin Division
 - i) Employment related matters.
 - j) Other confidential attorney-client matters, including contracts.
- 35.** Discuss economic development issues (EXECUTIVE SESSION as per VTCA Gov't Code Section 551.076 Deliberation regarding economic development projects.)
- 36.** Discuss and take appropriate action on real estate.
- 37.** Discuss and take appropriate action regarding execution of land leases for communication towers.
- 38.** 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) Attorney Grievance filed with the Office of Chief Disciplinary Counsel of the State Bar of Texas against Jana L. Duty-Hunsicker- Grievance File No. A0021113619;
 - d) Civil Action No. 1:10-CV-00693-LY; Robert James Henry v. City of Taylor et al.; In the United States District Court for the Western District of Texas;
 - e) 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
 - f) 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.

- g) Civil Action 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
- h) Cause No. A11CA403SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Dept., Western District of Texas Austin Division
- i) Employment related matters.
- j) Other confidential attorney-client matters, including contracts.

39. Discuss and take appropriate action on Economic Development issues.

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.

WCEMS line item transfer

Commissioners Court - Regular Session

Date: 05/24/2011
Submitted By: Kenny Schnell, EMS
Submitted For: Kenny Schnell
Department: EMS
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for EMS.

Background

This line item transfer is due to request by Auditors office to pay for replacement television for EMS station out of office furniture line item, but was budgeted under small equipment and tools.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0540-003001	Small Equipment & Tools	200.00	
To	0100-0540-003005	Office Furniture	200.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	05/19/2011 08:43 AM	APRV
4	Budget	Ashlie Koenig	05/19/2011 11:47 AM	APRV

Form Started By: Kenny Schnell
 Started On: 05/19/2011 08:22 AM
 Final Approval Date: 05/19/2011

Consider accepting \$300.00 donation from Tim Bargainer of Baker-Aicklen for Dino Day Saturday, May 7, 2011 at Champion Park.

Commissioners Court - Regular Session

Date: 05/24/2011
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Consent

Information

Agenda Item

Consider accepting \$300.00 donation from Tim Bargainer of Baker-Aicklen for Dino Day Saturday, May 7, 2011 at Champion Park.

Background

Mr. Tim Bargainer has donated \$300 for hot dogs and related items for Dino Day in Champion Park on May 7, 2011. Mr. Bargainer attended Archeology Day with his family ate wonderfully prepared hot dogs and has offered to donate funds for all of the participants & volunteers to have a hot dog lunch with their activities in the park. Thanks so much!

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Jim Started On: 05/18/2011 11:00
 Rodgers AM
 Final Approval Date: 05/19/2011

Weekly Asset Transfers

Commissioners Court - Regular Session

Date: 05/24/2011
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Patrick Strittmatter
Department: Purchasing
Agenda Category: Consent

Information

Agenda Item

Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, or destruction.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Asset Transfers](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 05/18/2011 08:36 AM
Final Approval Date: 05/19/2011

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Brother EM-430 Electronic Typewriter	Serial No. G38445761	n/a	Working
1	Hewlett Packard Laser Jet 6L Printer	Serial No. USHB484862	100451	Working
1	Hewlett Packard Laser Jet 4P Printer	Serial No. USCB181690	100449	Working
600	Law Books (Southwestern Reporter; Search & Seizure Legislative)	n/a	n/a	Working

Parties involved:
FROM (Transferor Department): Williamson County District Attorney
Transferor - Elected Official/Department Head/
Authorized Staff:
Contact Person:
Judy Kocian
Judy Kocian
Print Name
Print Name
May 11, 2011
+1 (512) 943-1207
Signature
Date Phone Number
TO (Transferee Department/Auction/Trade-in/Donee): Auction
Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Contact Person:
Print Name
Print Name
Signature
Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL SX620	2W9GX21	C00072	Working
1	HP 4050N		I00072	Working
1	HP 4050N		I00065	Working
1	CANNON SCANNER	NP6012	WYTLX	Non-Working
1	HP 4050N		I00072	Working

Parties involved:FROM (Transferor Department): Georgetown Tax Office**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**Deborah HuntJEFF THIEL

Print Name

Print Name

Deborah M. Hunt5/10/11943-32783528

Signature

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

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Williamson County

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☒ SALE at the earliest auction * ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	IBM TYPEWRITER	IBM	NA	Non-Working
1	SHARP FO4400 FAX	57266 OR 37111544	57266	Working
1	DELL 4600 PC	HKSLQ41	C00301	Working
1	DELL 4600 PC	3LSLQ41	C00520	Working
1	DELL GX620 PC	5G36SB1	C01225	Working

Parties involved:**FROM** (Transferor Department): Property Tax**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**Deborah HuntJEFF MIEL

Print Name

Print Name

Deborah M. Hunt5/10/11943 3528

Signature

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

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Williamson County

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 ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL GX620	3G36SB1	C01224	Working
1	DELL GX620	B3H36C1	C01523	Working
1	DELL SX260	6W9GX21	C00300	Working
1	DELL SX260	GW9GX21	C00298	Working
1	DELL SX260	HS9GX21	C00243	Working

Parties involved:

FROM (Transferor Department): PROPERTY TAX

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Deborah Hunt

Jeff Mirel

Print Name

Print Name

Deborah M. Hunt

5/10/11

943-3528

Signature

Date Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL SX260	DS9GX21	C00290	Working
1	DELL SX260	FS9GX21	C00931	Working
1	DELL SX260	3V9GX21	C01605	Working
1	DELL SX260	CT9GX21	C00295	Working
2	DELL 17" LCD MONITORS	NA	NA	Working

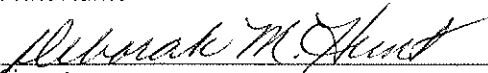
Parties involved:**FROM** (Transferor Department): PROPERTY TAX**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Deborah Hunt

JEFF TRIEL

Print Name

Print Name


 Signature

5/10/11

Date

943.3578

Phone Number

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

Print Name

Print Name

Signature

Date

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

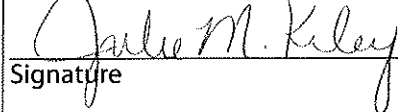
Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP 6980 Printer	MY61M7Q0BH		Non-Working
1	Printer Docking Station			Working

Parties involved:**FROM** (Transferor Department): Auditor's Office**Transferor - Elected Official/Department Head/****Authorized Staff:**

Julie Kiley

Print Name



Signature

Contact Person:

Michelle McMinn

Print Name

+1 (512) 943-1562

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

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

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



Williamson County

Vehicle Status Change Form

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

1) Identify Vehicle:		CONSTABLE PCT#3		3B0516	
1FTPW12535FA37463		Department		Door Number	
Vehicle Identification Number					
893414	2005	FORD	F150 CREW CAB	WHITE	
License Plate Number	Year	Make	Model	Color	

2) Reason for Status Change:

☐ Accident

Attach:

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

☐ High Mileage: List actual mileage _____

☐ Not mechanically sound _____

☒ Other: Explain TRANSFER TO IT (TECHNOLOGY SERVICES)
Records Mgt and Preservation - Co Wide (0390-0390)

3) Elected Official/Department Head/Authorized Staff

Print Theresa Lock Signature [Signature] Date 5-5-2011

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

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

☐ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation

☐ TRADE-IN for new assets of same general type for the county

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

☐ OTHER _____

☒ TRANSFER between county departments

Comments: _____

Receiving Department: Records Mgt & Presrv - Co Wide

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

Print Name: Jay Schade

Signature and Date: 5-10-11 [Signature]

Contact name and Number: Tammy McCulley 943-1455

2) ☐ Vehicle Marked for Auction and moved to Auction Yard

☐ Forward forms and reports to County Auditor's Office

Print Mike Fox Signature [Signature] Date 5-13-11

Certificate of Approval

Commissioners Court - Regular Session

Date: 05/24/2011
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action regarding Certificate of Approval For Issuance of Tax-Exempt Multifamily Housing Revenue Bonds.

Background

See Attached.

The Certificate of Approval is required by the Internal Revenue Code to show compliance with the public hearing requirement of the Code. As described in the enclosed Notice of Public Hearing, the hearing was held April 28, 2011, but no one appeared at the hearing to discuss the proposed bond issue.

The law does not require that the Certificate be approved or authorized by the Williamson County Commissioners Court because neither the bonds nor the Certificate obligates the County.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Letter](#)

Link: [Certificate of Approval](#)

Form Routing/Status

Form Started By: Peggy Vasquez
 Started On: 05/19/2011 11:15 AM
 Final Approval Date: 05/19/2011

Seth S. Searcy III
ATTORNEY AT LAW
904 Rio Grande, Suite 201
Austin, TX 78701

(512) 472-3167
Fax (512) 474-8558
sssearcy@earthlink.net

May 17, 2011

Hon. Dan A. Gattis
Williamson County Judge
710 Main St.
Suite 101
Georgetown, TX 78626

Re: Capital Area Housing Finance Corporation Multifamily Housing
Revenue Bonds (Lakeline Apartments Project), Series 2001A—Leander

Dear Judge Gattis:

Please find enclosed **two** copies the Certificate of Approval for your execution in connection with the referenced bond issue.

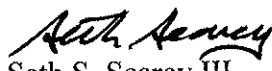
The Certificate of Approval is required by the Internal Revenue Code to show compliance with the public hearing requirement of the Code. As described in the enclosed Notice of Public Hearing, the hearing was held April 28, 2011, but no one appeared at the hearing to discuss the proposed bond issue.

The law does **not** require that the Certificate be approved or authorized by the Williamson County Commissioners Court because neither the bonds nor the Certificate obligates the County. You may sign the Certificate on your own authority.

Please sign and date **both** copies of the Certificate as is; do **not** put it on official letterhead. When both copies of the Certificate have been fully executed, please overnight it (by "FedEx Letter") to me using the completed, prepaid Federal Express shipping label enclosed. Using Federal Express will ensure that I receive the Certificate in a timely manner.

*I must receive the signed and dated Certificates by **Tuesday, May 31, 2011**, in order to meet the filing deadline for the bond issue.*

Sincerely,


Seth S. Searcy III

CERTIFICATE OF APPROVAL

For issuance of Tax-Exempt Multifamily Housing Revenue Bonds

I, the chief elected executive officer of Williamson County, Texas, elected at-large by the voters of Williamson County, Texas, make this certificate solely to satisfy the requirements of section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*"), with respect to the proposed issuance of one or more series of tax-exempt multifamily housing revenue bonds by the Capital Area Housing Finance Corporation (the "*Issuer*") in the aggregate face amount of not more than \$25,000,000. The Bonds will be issued for the benefit of Equality Community Housing Corporation, or an affiliate thereof (the "*Borrower*"), in connection with the acquisition a 264-unit multifamily project known as the Lakeline Apartments located at 3000 North Lakeline Blvd., Leander, Texas 78641 (the "*Project*"). The Borrower is a nonstock, nonprofit corporation organized under the laws of the state of California and as described in Section 501(c)(3) of the Code.

A public hearing was held on behalf of Williamson County, Texas, by an authorized representative of the County, as described in the attached Notice of Public Hearing. As the "applicable elected representative" of Williamson County, Texas, I approve the issuance of the Bonds in the amount and for the purpose described above.

This approval is not: (1) a warranty by Williamson County, Texas, the County Judge of Williamson County, Texas, or of any agency, political subdivision, or instrumentality of the State of Texas that the Bonds will be paid or that any of the obligations assumed in connection with issuance of the Bonds will in fact be performed; (2) a pledge of the faith and credit of the State of Texas or of any agency, political subdivision, or instrumentality of the State of Texas; or (3) a warranty of the validity of the corporate existence of the Issuer or of the Bonds themselves.

IN WITNESS WHEREOF, I have officially signed my name in Georgetown, Williamson, County, Texas, on this _____ day of _____, 2011.

Dan A. Gattis, County Judge,
Williamson County, Texas

**CAPITAL AREA HOUSING FINANCE CORPORATION
NOTICE OF PUBLIC HEARING**

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the Capital Area Housing Finance Corporation (the "*Corporation*") will hold a public hearing at 2:00 p.m. on April 28, 2011, at the Williamson County Annex, 350 Discovery Boulevard, 1st Floor Conference Room, Cedar Park, Texas 78613. The Corporation's designated hearing officer will conduct the hearing on behalf of the Texas Counties of Bastrop, Burnet, Blanco, Caldwell, Fayette, Hays, Lee, Llano and Williamson and the City of San Marcos, Texas (the "*Unit*").

The purpose of the hearing is to provide residents of the Unit an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds (Lakeline Apartments Project) to be issued in one or more series (the "*Bonds*") in an aggregate face amount of not more than \$25,000,000. The Bonds will be issued for the benefit of Equality Community Housing Corporation, or an affiliate thereof, (the "*Borrower*") in connection with the acquisition of a 264 unit multifamily project known as Lakeline Apartments located at 3000 North Lakeline Boulevard, Leander, Texas 78641 (the "*Lakeline Apartments*"). The Lakeline Apartments will be owned by the Borrower. The Borrower is a nonstock, non-profit corporation organized under the laws of the State of California and as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of any of the Unit (or any other city, county, or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing and present written or oral comments on the proposed issuance of the Bonds. Questions or written comments prior to the date of the hearing may be directed to the Corporation's Hearing Officer, Capital Area Housing Finance Corporation, 4101 Parkstone Heights Drive, Suite 280, Austin, Texas 78746, Attention: Jim Shaw at (512) 347-9903.

Deed to Zerrien

Commissioners Court - Regular Session

Date: 05/24/2011
Submitted By: Hal Hawes, County Judge
Submitted For: Craig Morgan
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving the execution of a Deed Without Warranty from Williamson County, Trustee, to Steven W. Zerrien, Grantee, pursuant to Section 34.05(a) of the Texas Property Tax Code.

Background

This property was sold at a private sale to the grantee as a part of a resale by a taxing entity.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Deed](#)

Form Routing/Status

Form Started By: Hal Hawes Started On: 05/17/2011 05:11 PM
Final Approval Date: 05/19/2011

DEED WITHOUT WARRANTY

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.

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

§

THAT The County of Williamson, Texas, TRUSTEE, in Trust for the use and benefit of itself, The City of Thrall, Texas, and Thrall Independent School District, acting by and through the Judge of The County of Williamson, Texas, Grantor, for and in consideration of the sum of ONE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS AND 00/100's (\$1,750.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **Steven W. Zerrien**, whose address is 17842 Park Valley Drive, Round Rock, Texas 78681, the following described Property, to wit:

*Lots 13, 14 and 15, Block 7, Stiles Addition to the City of Thrall, Williamson County, Texas
being that property more particularly described in Document 2011028179 of the Deed Records,
Williamson County, Texas (Tax Account #R007270)*

The Grantor and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

Grantor(s) have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, stated above, to Grantee **Steven W. Zerrien**, his successors and assigns forever, without warranty of any kind.

The consideration paid by the grantee(s) being equal to the total amount of the judgments against the property, this conveyance is made pursuant to Section 34.05(a) of the Texas Property Tax Code.

IN TESTIMONY WHEREOF the County of Williamson, Texas, Trustee, pursuant to Section 34.05(a) of the Texas Tax Code have caused these presents to be executed on this the ____ day of _____, A.D., 2011.

THE COUNTY OF WILLIAMSON, TEXAS TRUSTEE

By _____
Dan A. Gattis, County Judge

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared Dan A. Gattis, County Judge of The County of Williamson, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated, and in the capacity therein set forth.

Given under my hand and official seal of office, this _____ day of _____, A.D., 2011.

Notary Public, State of Texas
My commission expires _____

After recording, return to:
Steven W. Zerrien
17842 Park Valley Drive
Round Rock, Texas 78681

Deed to Villegas

Commissioners Court - Regular Session

Date: 05/24/2011
Submitted By: Hal Hawes, County Judge
Submitted For: Craig Morgan
Department: County Judge
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving the execution of a Deed Without Warranty from Williamson County, Trustee, to Ramiro Villegas, Grantee, pursuant to Section 34.05(a) of the Texas Property Tax Code

Background

This property is being conveyed to the grantee as a part of a resale by taxing entity.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Deed to Villegas](#)

Form Routing/Status

Form Started By: Hal Hawes Started On: 05/17/2011 05:19 PM
Final Approval Date: 05/19/2011

DEED WITHOUT WARRANTY

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.

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

§

THAT The County of Williamson, Texas, TRUSTEE, in Trust for the use and benefit of itself, The City of Taylor, Texas, and Taylor Independent School District, acting by and through the Judge of The County of Williamson, Texas, Grantor, for and in consideration of the sum of SIX THOUSAND ONE HUNDRED AND FIFTY DOLLARS AND 00/100's (\$6,150.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **Ramiro Villegas**, whose address is 605 East 9th Street, Elgin, Texas 78621, the following described Property, to wit:

Lot 1, Block 111, City of Taylor, Williamson County, Texas, being that property more particularly described in Document #2011028181, Williamson County, Texas (Tax Account #R015758)

The Grantor and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

Grantor(s) have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, stated above, to Grantee **Ramiro Villegas**, his successors and assigns forever, without warranty of any kind.

The consideration paid by the grantee(s) being equal to the total amount of the judgments against the property, this conveyance is made pursuant to Section 34.05(a) of the Texas Property Tax Code.

IN TESTIMONY WHEREOF the County of Williamson, Texas, Trustee, pursuant to Section 34.05(a) of the Texas Tax Code have caused these presents to be executed on this the ____ day of _____, A.D., 2011.

THE COUNTY OF WILLIAMSON, TEXAS TRUSTEE

By _____
Dan A. Gattis, County Judge

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

Before me, the undersigned authority, on this day personally appeared Dan A. Gattis, County Judge of The County of Williamson, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated, and in the capacity therein set forth.

Given under my hand and official seal of office, this _____ day of _____, A.D., 2011.

Notary Public, State of Texas
My commission expires _____

After recording, return to:

Ramiro Villegas
605 East 9th Street
Elgin, Texas 78621

Hear presentation on Flood repairs and Tippet Middle School Special Event at Berry Springs Park

Commissioners Court - Regular Session

Date: 05/24/2011
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation on Flood repairs and Tippet Middle School Special Event at Berry Springs Park

Background

This item will show progress on Berry Springs Park restoration after Tropical Storm Hermine and describe the Civil War reenactment held at the park by Tippet Middle School.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Jim Rodgers
Started On: 05/18/2011 10:45 AM
Final Approval Date: 05/19/2011

08WC619 US 79 Section 5A Change Order No. 18

Commissioners Court - Regular Session

Date: 05/24/2011
Submitted By: Tiffany Mcconnell, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving Change Order No. 18 in the amount of \$59,515.43 for US 79 Section 5A, a Pass Through Financing Project in Precinct Four.

Background

Contract Item 341 DENSE-GRADED HOT-MIX ASPHALT (QC/QA) requires the adjustment of compensation paid to the contractor based on the quality of the hot mix asphalt pavement produced and placed on the eastbound lanes. Specific job control tests were run on the asphalt (see attached back-up documentation) to monitor the quality of the mix. Using the results of these tests in conjunction with TxDOT formulas as outlined in the specifications, the Contractor was either awarded a bonus or assessed a penalty. This change order adds the pay item below to the contract in order to make the remainder of these pay adjustments that have not already been paid.

In addition, This Change Order includes the pay adjustment for the Ride Quality for the roadway pavement as required by Contract Item 585 RIDE QUALITY FOR PAVEMENT SURFACES. The pay adjustment is based on ride quality analyses completed with an inertial profiler (see attached back-up reports). This adjustment is made as it relates directly to the smoothness of the final pavement surface.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [08WC619 US 79 Sec 5A CO18](#)

Link: [US 79 Sec 5A Backup](#)

Link: [US 79 Sec 5A IRI Certification](#)

Form Routing/Status

Form Started By: Tiffany Mcconnell
 Started On: 05/19/2011 10:35 AM
 Final Approval Date: 05/19/2011

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 18

1. CONTRACTOR: Hunter Industries, LTD

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

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

4. Reasons: 3M (3 Max. - In order of importance - Primary first)

Project: 08WC619

US 79
Roadway: Section 5A

CSJ
Number: 0204-04-040

5. Describe the work being revised:

3M: County Convenience. Other. This change order adjusts the amount of compensation to be paid to the contractor in proportion to the quality of the asphalt produced and placed on the eastbound lanes of the project and in Thrall in accordance with Contract Item 341 "Dense-Graded Hot-Mix Asphalt (QC/QA)". This change order also adjusts the amount of compensation to be paid to the contractor in proportion to the quality of the ride of the finished roadway as measured by an inertial profiler in accordance with Contract Item 585 "Ride Quality for Pavement Surfaces".

6. Work to be performed in accordance with Items: See Attached

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions to the contract are attached: ☐ Yes ☐ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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

THE CONTRACTOR Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

The following information must be provided

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

Amount added by this change order: \$59,515.43

For TxDOT use only:

Days FHWA non-participating: _____

CO portion FHWA non-participating: _____

CO portion financed by 3rd part funding: _____

RECOMMENDED FOR EXECUTION:

Reviewed and **APPROVED** for Construction:

Project Manager Date

Texas Department of Transportation Date

N/A

Design Engineer Signature & Seal Date

Print Name

Program Manager Date

APPROVED:

APPROVED:

County Judge Date

Federal Highway Administration Date

Print Name

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 18

Project # 08WC619

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
585-WC01	IRI RIDE QUALITY	LS	\$16,927.00	0.00	\$0.00	1.00	1.00	\$16,927.00	\$16,927.00
9341-9003	D-GR HMA (QC/QA) TY-C BONUS/PENALTY (EB)	DOL	\$42,588.43	0.00	\$0.00	1.00	1.00	\$42,588.43	\$42,588.43
TOTALS					\$0.00			\$59,515.43	\$59,515.43

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Pass Through Financing

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

Change Order No. 18

Reason for Change

Contract Item 341 DENSE-GRADED HOT-MIX ASPHALT (QC/QA) requires the adjustment of compensation paid to the contractor based on the quality of the hot mix asphalt pavement produced and placed on the eastbound lanes. Specific job control tests were run on the asphalt (see attached back-up documentation) to monitor the quality of the mix. Using the results of these tests in conjunction with TxDOT formulas as outlined in the specifications, the Contractor was either awarded a bonus or assessed a penalty. This change order adds the pay item below to the contract in order to make the remainder of these pay adjustments that have not already been paid.

In addition, This Change Order includes the pay adjustment for the Ride Quality for the roadway pavement as required by Contract Item 585 RIDE QUALITY FOR PAVEMENT SURFACES. The pay adjustment is based on ride quality analyses completed with an inertial profiler (see attached back-up reports). This adjustment is made as it relates directly to the smoothness of the final pavement surface.

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

ITEM	DESCRIPTION	QTY	UNIT
585-WC01	IRI RIDE QUALITY	1	LS
9341-9003	D-GR HMA (QC/QA) TY-C BONUS/PENALTY (EB)	1	DOL

This Change Order results in a net increase of \$59,515.43 to the Contract amount, for an adjusted total Contract amount of \$20,364,587.05. The original Contract amount was \$20,021,693.92. As a result of this and all Change Orders to date, \$342,893.13 has been added to the Contract, resulting in a 1.71% net increase in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Huitt-Zollars, Inc.

Kenneth L. 'Zeke' Zieschang, P.E.

US 79 - Section 5A

Project: 08WC619

CSJ: 0204-04-040

ITEM 341-2050: D-GR HMA (QCQA) TY-C PG70-22

PRODUCTION & PLACEMENT BONUS / PENALTY

LOT #	PRODUCTION BONUS	PLACEMENT BONUS	PRODUCTION PENALTY	PLACEMENT PENALTY	TOTAL BONUS OR PENALTY
1		\$563.64	(\$1,570.14)		(\$1,006.50)
2	\$2,335.08			(\$2,496.12)	(\$161.04)
3	\$3,304.51	\$1,208.96			\$4,513.47
Begin using Type C w/RAP					
C-r1	\$1,345.26	\$1,076.20			\$2,421.46
C-r2		\$3,059.76	(\$241.56)		\$2,818.20
C-r3	\$1,690.92	\$2,737.68			\$4,428.60
C-r4	\$2,415.60			(\$2,898.72)	(\$483.12)
C-r5	\$2,898.72	\$402.60			\$3,301.32
C-r6	\$1,259.07	\$2,244.42			\$3,503.49
C-r7	\$1,216.02	\$221.10			\$1,437.12
			PAID ESTIMATE #20		\$20,773.00
C-r8	\$3,140.28	\$3,623.40			\$6,763.68
C-r9	\$3,301.32	\$1,771.44			\$5,072.76
C-r10		\$4,026.00	(\$161.04)		\$3,864.96
C-r11	\$2,898.72			(\$2,093.52)	\$805.20
C-r12	\$3,059.76	\$3,140.28			\$6,200.04
C-r13	\$724.68	\$2,576.64			\$3,301.32
C-r14	\$2,818.20	\$2,898.72			\$5,716.92
C-r15	\$2,536.38	\$2,475.99			\$5,012.37
			PAID CHANGE ORDER #18		\$36,737.25
TOTALS	\$34,944.52	\$32,026.83	(\$1,972.74)	(\$7,488.36)	\$56,848.75

TEXAS DEPARTMENT OF TRANSPORTATION

QC/QA PAY ADJUSTMENT

SAMPLE ID:		DATE LOT OPENED:	06/29/10
LOT NUMBER:	8	LETTING DATE:	
SAMPLE STATUS:		CONTROLLING CSJ:	0204-04-040
COUNTY:	WILLIAMSON	SPEC YEAR:	2004
SAMPLED BY:	GDEVAN-C	SPEC ITEM:	0341
SAMPLE LOCATION:	TRUCK	SPECIAL PROVISION:	
MATERIAL CODE:		MIX TYPE:	ITEM341_C_Coarse_Surface
MATERIAL NAME:	C-R-70N		
PRODUCER:	COLORADO MATERIALS, HUNTER, TX		
AREA ENGINEER:		PROJECT MANAGER:	

COURSE/LEFT:		STATION:		DIST. FROM CL:	
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Quantity Actually Placed, Tons:	2,000.00	Bid Price / Tons:	\$80.52
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Quantity Placed But No Air Void Testing Was Required, Tons:		First Lot?	
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TxDOT Sublot:	1	2	3	4
Design Target Density:	96.5	96.5	96.5	96.5
Average Percent Density:	96.3	96.6	97.1	97.0
Absolute Deviation:	0.2	0.1	0.6	0.5
Auto 1.000 Pay Factor:				
Pay Factor:	1.050	1.050	1.025	1.031
Average Pay Factor:	1.039			
Production Pay Factor:	1.039			

TxDOT Sublot:	1	2	3	4
Average Percent Air Voids:	5.7	5.7	6.3	4.9
Auto 1.000 Pay Factor:				
Pay Factor:	1.050	1.050	1.044	1.035
Average Pay Factor:	1.045			
Placement Pay Factor:	1.045			

TOTAL PAY ADJUSTMENTS

TPA1=A

A = Bid Price x Quantity Actually Placed x Pay Adjustment Factor for Production.

A = \$80.52 x 2,000.00 x 1.039

A = \$167,320.56

TPA1 = \$167,320.56

Production Only Bonus* = A - (Bid Price x Production Lot Quantity Placed).

Production Only Bonus* = \$167,320.56 - (\$80.52 x 2,000.00)

Production Only Bonus* = \$6,280.56

Bonus* only applies when Contractor is not responsible for placement of mix.

Production Bonus Paid on Estimate = Bonus / 2.

Production Bonus Paid on Estimate = \$6,280.56 / 2

Production Bonus Paid on Estimate = \$3,140.28

TPA2=(A+B)/2

B = (Bid Price x Placement Lot Quantity Tested for Air Voids x Pay Adjustment Factor for Placement)
+ (Bid Price x Placement Lot Quantity Not Tested for Air Voids.)

B = (\$80.52 x 2,000.00 x 1.045) + (\$80.52 x 0.00)

B = \$168,286.80

TPA2 = (A+B) / 2

TPA2 = (\$167,320.56 + \$168,286.80) / 2

TPA2 = \$167,803.68

Placement Bonus Paid on Estimate = TPA2 - (Bid Price x Quantity Actually Placed) - Production Estimate Adjustment.

Placement Bonus Paid on Estimate = \$167,803.68 - (\$80.52 x 2,000.00) - \$3,140.28

Placement Bonus Paid on Estimate = \$3,623.40

Signature of Contractor Representative

Signature of TX DOT Representative

TEXAS DEPARTMENT OF TRANSPORTATION

QC/QA PAY ADJUSTMENT

SAMPLE ID:		DATE LOT OPENED:	07/07/10
LOT NUMBER:	9	LETTING DATE:	
SAMPLE STATUS:		CONTROLLING CSJ:	0204-04-040
COUNTY:	WILLIAMSON	SPEC YEAR:	2004
SAMPLED BY:	GDEVAN-C	SPEC ITEM:	0341
SAMPLE LOCATION:	TRUCK	SPECIAL PROVISION:	
MATERIAL CODE:		MIX TYPE:	ITEM341_C_Coarse_Surface
MATERIAL NAME:	C-R-70N		
PRODUCER:	COLORADO MATERIALS, HUNTER, TX		
AREA ENGINEER:		PROJECT MANAGER:	

COURSE/LIFT:		STATION:		DIST. FROM CL:	
Quantity Actually Placed, Tons:		2,000.00	Bid Price / Tons:		\$80.52
Quantity Placed But No Air Void Testing Was Required, Tons:			First Lot?		

LABORATORY MOLDED DENSITY					IN PLACE AIR VOIDS				
TxDOT Sublot:	1	2	3	4	TxDOT Sublot:	1	2	3	4
Design Target Density:	96.5	96.5	96.5	96.5	Average Percent Air Voids:	7.3	7.0	7.5	7.9
Average Percent Density:	96.8	96.9	96.9	96.8					
Absolute Deviation:	0.3	0.4	0.4	0.3					
Auto 1.000 Pay Factor:					Auto 1.000 Pay Factor:				
Pay Factor:	1.044	1.038	1.038	1.044	Pay Factor:	1.024	1.030	1.020	1.012
Average Pay Factor:	1.041				Average Pay Factor:	1.022			
Production Pay Factor:	1.041				Placement Pay Factor:	1.022			

TOTAL PAY ADJUSTMENTS

TPA1=A

A = Bid Price x Quantity Actually Placed x Pay Adjustment Factor for Production.

A = \$80.52 x 2,000.00 x 1.041

A = \$167,642.64

TPA1 = \$167,642.64

Production Only Bonus* = A - (Bid Price x Production Lot Quantity Placed).

Production Only Bonus* = \$167,642.64 - (\$80.52 x 2,000.00)

Production Only Bonus* = \$6,602.64

Bonus* only applies when Contractor is not responsible for placement of mix.

Production Bonus Paid on Estimate = Bonus / 2.

Production Bonus Paid on Estimate = \$6,602.64 / 2

Production Bonus Paid on Estimate = \$3,301.32

TPA2=(A+B)/2

B = (Bid Price x Placement Lot Quantity Tested for Air Voids x Pay Adjustment Factor for Placement)
+ (Bid Price x Placement Lot Quantity Not Tested for Air Voids.)

B = (\$80.52 x 2,000.00 x 1.022) + (\$80.52 x 0.00)

B = \$164,582.88

TPA2 = (A+B) / 2

TPA2 = (\$167,642.64 + \$164,582.88) / 2

TPA2 = \$166,112.76

Placement Bonus Paid on Estimate = TPA2 - (Bid Price x Quantity Actually Placed) - Production Estimate Adjustment.

Placement Bonus Paid on Estimate = \$166,112.76 - (\$80.52 x 2,000.00) - \$3,301.32

Placement Bonus Paid on Estimate = \$1,771.44

Signature of Contractor Representative

Signature of TX DOT Representative

TEXAS DEPARTMENT OF TRANSPORTATION

QC/QA PAY ADJUSTMENT

SAMPLE ID:		DATE LOT OPENED:	06/17/10
LOT NUMBER:	10	LETTING DATE:	
SAMPLE STATUS:		CONTROLLING CSJ:	0204-04-040
COUNTY:	WILLIAMSON	SPEC YEAR:	2004
SAMPLED BY:	GDEVAN-C	SPEC ITEM:	0341
SAMPLE LOCATION:	TRUCK	SPECIAL PROVISION:	
MATERIAL CODE:		MIX TYPE:	ITEM341_C_Coarse_Surface
MATERIAL NAME:	C-R-70N		
PRODUCER:	COLORADO MATERIALS, HUNTER, TX		
AREA ENGINEER:		PROJECT MANAGER:	

COURSE/LEFT:		STATION:		DIST. FROM CL:	
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Quantity Actually Placed, Tons:	2,000.00	Bid Price / Tons:	\$80.52
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Quantity Placed But No Air Void Testing Was Required, Tons:		Fkst Lot?	
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LABORATORY MOLDED DENSITY					IN PLACE AIR VOIDS				
TxDOT Sublot:	1	2	3	4	TxDOT Sublot:	1	2	3	4
Design Target Density:	96.6	96.6	96.6	96.6	Average Percent Air Voids:	5.6	5.2	5.6	6.1
Average Percent Density:	97.0	97.0	97.6	97.6					
Absolute Deviation:	0.5	0.5	1.1	1.1					
Auto 1.000 Pay Factor:					Auto 1.000 Pay Factor:				
Pay Factor:	1.031	1.031	0.965	0.965	Pay Factor:	1.050	1.050	1.050	1.048
Average Pay Factor:	0.998				Average Pay Factor:	1.050			
Production Pay Factor:	0.998				Placement Pay Factor:	1.050			

TOTAL PAY ADJUSTMENTS

TPA1=A

A = Bid Price x Quantity Actually Placed x Pay Adjustment Factor for Production.

A = \$80.52 x 2,000.00 x 0.998

A = \$160,717.92

TPA1 = \$160,717.82

Production Only Penalty* = A - (Bid Price x Production Lot Quantity Placed).

Production Only Penalty* = \$160,717.92 - (\$80.52 x 2,000.00)

Production Only Penalty* = (\$322.08)

Penalty* only applies when Contractor is not responsible for placement of mix.

Production Penalty Deducted from Estimate = Penalty / 2.

Production Penalty Deducted from Estimate = (\$322.08) / 2

Production Penalty Deducted from Estimate = (\$161.04)

TPA2=(A+B)/2

B = (Bid Price x Placement Lot Quantity Tested for Air Voids x Pay Adjustment Factor for Placement)
+ (Bid Price x Placement Lot Quantity Not Tested for Air Voids.)

B = (\$80.52 x 2,000.00 x 1.050) + (\$80.52 x 0.00)

B = \$169,092.00

TPA2 = (A+B) / 2

TPA2 = (\$160,717.92 + \$169,092.00) / 2

TPA2 = \$164,904.96

Placement Bonus Paid on Estimate = TPA2 - (Bid Price x Quantity Actually Placed) - Production Estimate Adjustment.

Placement Bonus Paid on Estimate = \$164,904.96 - (\$80.52 x 2,000.00) - (\$161.04)

Placement Bonus Paid on Estimate = \$4,026.00

Signature of Contractor Representative

Signature of TX DOT Representative

TEXAS DEPARTMENT OF TRANSPORTATION

QC/QA PAY ADJUSTMENT

SAMPLE ID:		DATE LOT OPENED:	08/18/10
LOT NUMBER:	Cr-11	LETTING DATE:	
SAMPLE STATUS:		CONTROLLING CSJ:	0204-04-040
COUNTY:	WILLIAMSON	SPEC YEAR:	2004
SAMPLED BY:	GDEVAN-C	SPEC ITEM:	0341
SAMPLE LOCATION:	TRUCK	SPECIAL PROVISION:	
MATERIAL CODE:		MIX TYPE:	ITEM341_C_Coarse_Surface
MATERIAL NAME:	C-R-70N		
PRODUCER:	COLORADO MATERIALS, HUNTER, TX		
AREA ENGINEER:		PROJECT MANAGER:	
COURSE/LIFT:		STATION:	
		DIST. FROM CL:	

Quantity Actually Placed, Tons:	2,000.00	Bid Price / Tons:	\$80.52
Quantity Placed But No Air Void Testing Was Required, Tons:		First Lot?	

TxDOT Sublot:	1	2	3	4
Design Target Density:	96.5	96.5	96.5	96.5
Average Percent Density:	96.9	97.2	96.9	96.7
Absolute Deviation:	0.4	0.7	0.4	0.2
Auto 1.000 Pay Factor:				
Pay Factor:	1.038	1.019	1.038	1.050
Average Pay Factor:	1.036			
Production Pay Factor:	1.036			

TxDOT Sublot:	1	2	3	4
Average Percent Air Voids:	6.1	8.3	9.6	6.8
Auto 1.000 Pay Factor:				
Pay Factor:	1.048	1.004	0.810	1.034
Average Pay Factor:	0.974			
Placement Pay Factor:	0.974			

TOTAL PAY ADJUSTMENTS

TPA1=A

A = Bid Price x Quantity Actually Placed x Pay Adjustment Factor for Production.

A = \$80.52 x 2,000.00 x 1.036

A = \$166,837.44

TPA1 = \$166,837.44

Production Only Bonus* = A - (Bid Price x Production Lot Quantity Placed).

Production Only Bonus* = \$166,837.44 - (\$80.52 x 2,000.00)

Production Only Bonus* = \$5,797.44

Bonus* only applies when Contractor is not responsible for placement of mix.

Production Bonus Paid on Estimate = Bonus / 2.

Production Bonus Paid on Estimate = \$5,797.44 / 2

Production Bonus Paid on Estimate = \$2,898.72

TPA2=(A+B)/2

B = (Bid Price x Placement Lot Quantity Tested for Air Voids x Pay Adjustment Factor for Placement)
+ (Bid Price x Placement Lot Quantity Not Tested for Air Voids.)

B = (\$80.52 x 2,000.00 x 0.974) + (\$80.52 x 0.00)

B = \$156,852.96

TPA2 = (A+B) / 2

TPA2 = (\$166,837.44 + \$156,852.96) / 2

TPA2 = \$161,845.20

Placement Penalty Deducted from Estimate = TPA2 - (Bid Price x Quantity Actually Placed) - Production Estimate Adjustment.

Placement Penalty Paid on Estimate = \$161,845.20 - (\$80.52 x 2,000.00) - \$2,898.72

Placement Penalty Deducted from Estimate = (\$2,093.52)

Signature of Contractor Representative

Signature of TX DOT Representative

TEXAS DEPARTMENT OF TRANSPORTATION

QC/QA PAY ADJUSTMENT

SAMPLE ID:		DATE LOT OPENED:	08/19/10
LOT NUMBER:	Cr-12	LETTING DATE:	
SAMPLE STATUS:		CONTROLLING CSJ:	0204-04-040
COUNTY:	WILLIAMSON	SPEC YEAR:	2004
SAMPLED BY:	GDEVAN-C	SPEC ITEM:	0341
SAMPLE LOCATION:	TRUCK	SPECIAL PROVISION:	
MATERIAL CODE:		MIX TYPE:	ITEM341_C_Coarse_Surface
MATERIAL NAME:	C-R-70N		
PRODUCER:	COLORADO MATERIALS, HUNTER, TX		
AREA ENGINEER:		PROJECT MANAGER:	
COURSE/LIFT:		STATION:	
		DIST. FROM CL:	
Quantity Actually Placed, Tons:		2,000.00	Bid Price / Tons: \$80.52
Quantity Placed But No Air Void Testing Was Required, Tons:			First Lot?

LABORATORY MOLDED DENSITY					IN PLACE AIR VOIDS				
TxDOT Sublot:	1	2	3	4	TxDOT Sublot:	1	2	3	4
Design Target Density:	96.5	96.5	96.5	96.5	Average Percent Air Voids:	6.8	6.5	5.4	6.9
Average Percent Density:	97.1	97.0	96.7	96.2					
Absolute Deviation:	0.6	0.6	0.2	0.3					
Auto 1.000 Pay Factor:					Auto 1.000 Pay Factor:				
Pay Factor:	1.025	1.031	1.050	1.044	Pay Factor:	1.034	1.040	1.050	1.032
Average Pay Factor:	1.038				Average Pay Factor:	1.039			
Production Pay Factor:	1.038				Placement Pay Factor:	1.039			

TOTAL PAY ADJUSTMENTS

TPA1=A

A = Bid Price x Quantity Actually Placed x Pay Adjustment Factor for Production.

A = \$80.52 x 2,000.00 x 1.038

A = \$167,159.52

TPA1 = \$167,159.52

Production Only Bonus* = A - (Bid Price x Production Lot Quantity Placed).

Production Only Bonus* = \$167,159.52 - (\$80.52 x 2,000.00)

Production Only Bonus* = \$6,119.52

Bonus* only applies when Contractor is not responsible for placement of mix.

Production Bonus Paid on Estimate = Bonus / 2.

Production Bonus Paid on Estimate = \$6,119.52 / 2

Production Bonus Paid on Estimate = \$3,059.76

TPA2=(A+B)/2

B = (Bid Price x Placement Lot Quantity Tested for Air Voids x Pay Adjustment Factor for Placement)
+ (Bid Price x Placement Lot Quantity Not Tested for Air Voids.)

B = (\$80.52 x 2,000.00 x 1.039) + (\$80.52 x 0.00)

B = \$167,320.56

TPA2 = (A+B) / 2

TPA2 = (\$167,159.52 + \$167,320.56) / 2

TPA2 = \$167,240.04

Placement Bonus Paid on Estimate = TPA2 - (Bid Price x Quantity Actually Placed) - Production Estimate Adjustment.

Placement Bonus Paid on Estimate = \$167,240.04 - (\$80.52 x 2,000.00) - \$3,059.76

Placement Bonus Paid on Estimate = \$3,140.28

Signature of Contractor Representative

Signature of TX DOT Representative

TEXAS DEPARTMENT OF TRANSPORTATION

QC/QA PAY ADJUSTMENT

SAMPLE ID:		DATE LOT OPENED:	08/20/10
LOT NUMBER:	Cr-13	LETTING DATE:	
SAMPLE STATUS:		CONTROLLING CSJ:	0204-04-040
COUNTY:	WILLIAMSON	SPEC YEAR:	2004
SAMPLED BY:	GDEVAN-C	SPEC ITEM:	0341
SAMPLE LOCATION:	TRUCK	SPECIAL PROVISION:	
MATERIAL CODE:		MIX TYPE:	ITEM341_C_Coarse_Surface
MATERIAL NAME:	C-R-70N		
PRODUCER:	COLORADO MATERIALS, HUNTER, TX		
AREA ENGINEER:		PROJECT MANAGER:	
COURSE/LIFT:		STATION:	
		DIST. FROM CL:	
Quantity Actually Placed, Tons:		2,000.00	Bld Price / Tons: \$80.52
Quantity Placed But No Air Void Testing Was Required, Tons:			First Lot?

LABORATORY MOLDED DENSITY					IN PLACE AIR VOIDS				
TxDOT Sublot:	1	2	3	4	TxDOT Sublot:	1	2	3	4
Design Target Density:	96.5	96.5	96.5	96.5	Average Percent Air Voids:	5.1	4.7	6.5	6.9
Average Percent Density:	97.3	97.3	97.6	96.8					
Absolute Deviation:	0.8	0.8	1.1	0.3					
Auto 1.000 Pay Factor:					Auto 1.000 Pay Factor:				
Pay Factor:	1.013	1.013	0.965	1.044	Pay Factor:	1.050	1.005	1.040	1.032
Average Pay Factor:	1.009				Average Pay Factor:	1.032			
Production Pay Factor:	1.009				Placement Pay Factor:	1.032			

TOTAL PAY ADJUSTMENTS

TPA1=A

A = Bid Price x Quantity Actually Placed x Pay Adjustment Factor for Production.

A = \$80.52 x 2,000.00 x 1.009

A = \$162,489.36

TPA1 = \$162,489.36

Production Only Bonus* = A - (Bid Price x Production Lot Quantity Placed).

Production Only Bonus* = \$162,489.36 - (\$80.52 x 2,000.00)

Production Only Bonus* = \$1,449.36

Bonus* only applies when Contractor is not responsible for placement of mix.

Production Bonus Paid on Estimate = Bonus / 2.

Production Bonus Paid on Estimate = \$1,449.36 / 2

Production Bonus Paid on Estimate = \$724.68

TPA2=(A+B)/2

B = (Bid Price x Placement Lot Quantity Tested for Air Voids x Pay Adjustment Factor for Placement)
+ (Bid Price x Placement Lot Quantity Not Tested for Air Voids.)

B = (\$80.52 x 2,000.00 x 1.032) + (\$80.52 x 0.00)

B = \$166,193.28

TPA2 = (A+B) / 2

TPA2 = (\$162,489.36 + \$166,193.28) / 2

TPA2 = \$164,341.32

Placement Bonus Paid on Estimate = TPA2 - (Bid Price x Quantity Actually Placed) - Production Estimate Adjustment.

Placement Bonus Paid on Estimate = \$164,341.32 - (\$80.52 x 2,000.00) - \$724.68

Placement Bonus Paid on Estimate = \$2,576.64

Signature of Contractor Representative

Signature of TX DOT Representative

TEXAS DEPARTMENT OF TRANSPORTATION

QC/QA PAY ADJUSTMENT

SAMPLE ID:		DATE LOT OPENED:	09/10/10
LOT NUMBER:	Cr-14	LETTING DATE:	
SAMPLE STATUS:		CONTROLLING CSJ:	0204-04-040
COUNTY:	WILLIAMSON	SPEC YEAR:	2004
SAMPLED BY:	GDEVAN-C	SPEC ITEM:	0341
SAMPLE LOCATION:	TRUCK	SPECIAL PROVISION:	
MATERIAL CODE:		MIX TYPE:	ITEM341_C_Coarse_Surface
MATERIAL NAME:	C-R-70N		
PRODUCER:	COLORADO MATERIALS, HUNTER, TX		
AREA ENGINEER:		PROJECT MANAGER:	

COURSE/LIFT:		STATION:		DIST. FROM CL:	
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Quantity Actually Placed, Tons:	2,000.00	Bid Price / Tons:	\$80.52
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Quantity Placed But No Air Void Testing Was Required, Tons:		First Lot?	
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LABORATORY MOLDED DENSITY					IN PLACE AIR VOIDS				
TxDOT Sublot:	1	2	3	4	TxDOT Sublot:	1	2	3	4
Design Target Density:	96.5	96.5	96.5	96.5	Average Percent Air Voids:	6.5	7.4	6.9	5.5
Average Percent Density:	96.8	97.1	96.8	97.1					
Absolute Deviation:	0.3	0.6	0.3	0.6					
Auto 1.000 Pay Factor:					Auto 1.000 Pay Factor:				
Pay Factor:	1.044	1.025	1.044	1.025	Pay Factor:	1.040	1.022	1.032	1.050
Average Pay Factor:	1.035				Average Pay Factor:	1.036			
Production Pay Factor:	1.035				Placement Pay Factor:	1.036			

TOTAL PAY ADJUSTMENTS

TPA1=A

A = Bid Price x Quantity Actually Placed x Pay Adjustment Factor for Production.

A = \$80.52 x 2,000.00 x 1.035

A = \$166,676.40

TPA1 = \$166,676.40

Production Only Bonus* = A - (Bid Price x Production Lot Quantity Placed).

Production Only Bonus* = \$166,676.40 - (\$80.52 x 2,000.00)

Production Only Bonus* = \$5,636.40

Bonus* only applies when Contractor is not responsible for placement of mix.

Production Bonus Paid on Estimate = Bonus / 2.

Production Bonus Paid on Estimate = \$5,636.40 / 2

Production Bonus Paid on Estimate = \$2,818.20

TPA2=(A+B)/2

B = (Bid Price x Placement Lot Quantity Tested for Air Voids x Pay Adjustment Factor for Placement)
+ (Bid Price x Placement Lot Quantity Not Tested for Air Voids.)

B = (\$80.52 x 2,000.00 x 1.036) + (\$80.52 x 0.00)

B = \$166,837.44

TPA2 = (A+B) / 2

TPA2 = (\$166,676.40 + \$166,837.44) / 2

TPA2 = \$166,756.92

Placement Bonus Paid on Estimate = TPA2 - (Bid Price x Quantity Actually Placed) - Production Estimate Adjustment.

Placement Bonus Paid on Estimate = \$166,756.92 - (\$80.52 x 2,000.00) - \$2,818.20

Placement Bonus Paid on Estimate = \$2,598.72

Signature of Contractor Representative

Signature of TX DOT Representative

TEXAS DEPARTMENT OF TRANSPORTATION

QC/QA PAY ADJUSTMENT

SAMPLE ID:		DATE LOT OPENED:	09/13/10
LOT NUMBER:	Cr-15	LETTING DATE:	
SAMPLE STATUS:		CONTROLLING CSJ:	0204-04-040
COUNTY:	WILLIAMSON	SPEC YEAR:	2004
SAMPLED BY:	GDEVAN-C	SPEC ITEM:	0341
SAMPLE LOCATION:	TRUCK	SPECIAL PROVISION:	
MATERIAL CODE:		MIX TYPE:	ITEM341_C_Coarse_Surface
MATERIAL NAME:	C-R-70N		
PRODUCER:	COLORADO MATERIALS, HUNTER, TX		
AREA ENGINEER:		PROJECT MANAGER:	

COURSE/LIFT:		STATION:		DIST. FROM CL:	
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Quantity Actually Placed, Tons:	1,500.00	Bid Price / Tons:	\$80.52
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Quantity Placed But No Air Void Testing Was Required, Tons:		First Lot?	
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LABORATORY MOLDED DENSITY

TxDOT Sublot:	1	2	3	4
Design Target Density:	96.5	96.5	96.5	96.5
Average Percent Density:	96.7	97.1	96.7	
Absolute Deviation:	0.2	0.6	0.2	
Auto 1.000 Pay Factor:				
Pay Factor:	1.050	1.025	1.050	
Average Pay Factor:	1.042			
Production Pay Factor:	1.042			

IN PLACE AIR VOIDS

TxDOT Sublot:	1	2	3	4
Average Percent Air Voids:	6.6	6.7	5.5	
Auto 1.000 Pay Factor:				
Pay Factor:	1.038	1.036	1.050	
Average Pay Factor:	1.041			
Placement Pay Factor:	1.041			

TOTAL PAY ADJUSTMENTS

TPA1=A

A = Bid Price x Quantity Actually Placed x Pay Adjustment Factor for Production.

A = \$80.52 x 1,500.00 x 1.042

A = \$125,852.76

TPA1 = \$125,852.76

Production Only Bonus* = A - (Bid Price x Production Lot Quantity Placed).

Production Only Bonus* = \$125,852.76 - (\$80.52 x 1,500.00)

Production Only Bonus* = \$5,072.76

Bonus* only applies when Contractor is not responsible for placement of mix.

Production Bonus Paid on Estimate = Bonus / 2.

Production Bonus Paid on Estimate = \$5,072.76 / 2

Production Bonus Paid on Estimate = **\$2,536.38**

TPA2=(A+B)/2

B = (Bid Price x Placement Lot Quantity Tested for Air Voids x Pay Adjustment Factor for Placement)
+ (Bid Price x Placement Lot Quantity Not Tested for Air Voids.)

B = (\$80.52 x 1,500.00 x 1.041) + (\$80.52 x 0.00)

B = \$125,731.98

TPA2 = (A+B) / 2

TPA2 = (\$125,852.76 + \$125,731.98) / 2

TPA2 = \$125,792.37

Placement Bonus Paid on Estimate = TPA2 - (Bid Price x Quantity Actually Placed) - Production Estimate Adjustment.

Placement Bonus Paid on Estimate = \$125,792.37 - (\$80.52 x 1,500.00) - \$2,536.38

Placement Bonus Paid on Estimate = **\$2,475.99**

Signature of Contractor Representative

Signature of TX DOT Representative

US 79 - Section 5A

Project: 08WC619

CSJ: 0204-04-040

ITEM 9341-2050: D-GR HMA (QCQA) TY-C PG70-22 (THRALL)

PRODUCTION & PLACEMENT BONUS / PENALTY

[illegible]

PAID CHANGE ORDER #18

TEXAS DEPARTMENT OF TRANSPORTATION

QC/QA PAY ADJUSTMENT

SAMPLE ID:		DATE LOT OPENED:	10/26/10
LOT NUMBER:	1	LETTING DATE:	
SAMPLE STATUS:		CONTROLLING CSJ:	0204-04-040
COUNTY:	WILLIAMSON	SPEC YEAR:	2004
SAMPLED BY:	GDEVAN-C	SPEC ITEM:	0341
SAMPLE LOCATION:	TRUCK	SPECIAL PROVISION:	
MATERIAL CODE:		MIX TYPE:	ITEM341_C_Coarse_Surface
MATERIAL NAME:	HMAC TYPE 'C' W/RAP		
PRODUCER:	COLORADO MATERIALS, HUNTER, TX		
AREA ENGINEER:		PROJECT MANAGER:	
COURSE/LIFT:		STATION:	
		DIST. FROM CL:	
Quantity Actually Placed, Tons:		1,000.00	Bid Price / Tons: \$58.85
Quantity Placed But No Air Void Testing Was Required, Tons:			First Lot? Yes

LABORATORY MOLDED DENSITY					IN PLACE AIR VOIDS				
TxDOT Sublot:	1	2	3	4	TxDOT Sublot:	1	2	3	4
Design Target Density:	97.0	97.0	97.0	97.0	Average Percent Air Voids:	5.0	6.6	5.7	7.7
Average Percent Density:	97.1	97.4	97.0	96.7					
Absolute Deviation:	0.1	0.4	0.0	0.3					
Auto 1.000 Pay Factor:					Auto 1.000 Pay Factor:				
Pay Factor:	1.050	1.038	1.050	1.044	Pay Factor:	1.050	1.038	1.050	1.016
Average Pay Factor:	1.046				Average Pay Factor:	1.039			
Production Pay Factor:	1.046				Placement Pay Factor:	1.039			

TOTAL PAY ADJUSTMENTS

TPA1=A

A = Bid Price x Quantity Actually Placed x Pay Adjustment Factor for Production.

A = \$58.85 x 1,000.00 x 1.046

A = \$61,557.10

TPA1 = \$61,557.10

Production Only Bonus* = A - (Bid Price x Production Lot Quantity Placed).

Production Only Bonus* = \$61,557.10 - (\$58.85 x 1,000.00)

Production Only Bonus* = \$2,707.10

Bonus only applies when Contractor is not responsible for placement of mix.*

Production Bonus Paid on Estimate = Bonus / 2.

Production Bonus Paid on Estimate = \$2,707.10 / 2

Production Bonus Paid on Estimate = \$1,353.55

THRALL

TPA2=(A+B)/2

B = (Bid Price x Placement Lot Quantity Tested for Air Voids x Pay Adjustment Factor for Placement)
+ (Bid Price x Placement Lot Quantity Not Tested for Air Voids.)

B = (\$58.85 x 1,000.00 x 1.039) + (\$58.85 x 0.00)

B = \$61,145.15

TPA2 = (A+B) / 2

TPA2 = (\$61,557.10 + \$61,145.15) / 2

TPA2 = \$61,351.13

Placement Bonus Paid on Estimate = TPA2 - (Bid Price x Quantity Actually Placed) - Production Estimate Adjustment.

Placement Bonus Paid on Estimate = \$61,351.13 - (\$58.85 x 1,000.00) - \$1,353.55

Placement Bonus Paid on Estimate = \$1,147.58

[Signature]
Signature of Contractor Representative

[Signature]
Signature of TX DOT Representative

TEXAS DEPARTMENT OF TRANSPORTATION

QC/QA PAY ADJUSTMENT

SAMPLE ID:		DATE LOT OPENED:	10/27/10
LOT NUMBER:	2	LETTING DATE:	
SAMPLE STATUS:		CONTROLLING CSJ:	0204-04-040
COUNTY:	WILLIAMSON	SPEC YEAR:	2004
SAMPLED BY:	GDEVAN-C	SPEC ITEM:	0341
SAMPLE LOCATION:	TRUCK	SPECIAL PROVISION:	
MATERIAL CODE:		MIX TYPE:	ITEM341_C_Coarse_Surface
MATERIAL NAME:	HMAC TYPE 'C' W/RAP		
PRODUCER:	COLORADO MATERIALS, HUNTER, TX		
AREA ENGINEER:		PROJECT MANAGER:	

COURSE/LIFT:		STATION:		DIST. FROM CL:	
Quantity Actually Placed, Tons:		1,997.38	Bid Price / Tons:		\$58.85
Quantity Placed But No Air Void Testing Was Required, Tons:			First Lot?		

LABORATORY MOLDED DENSITY

TxDOT Sublot:	1	2	3	4
Design Target Density:	97.0	97.0	97.0	97.0
Average Percent Density:	96.5	97.4	96.6	96.7
Absolute Deviation:	0.5	0.4	0.4	0.3
Auto 1.000 Pay Factor:				
Pay Factor:	1.031	1.038	1.038	1.044
Average Pay Factor:	1.038			
Production Pay Factor:	1.038			

IN PLACE AIR VOIDS

TxDOT Sublot:	1	2	3	4
Average Percent Air Voids:	7.0	8.0	6.5	8.7
Auto 1.000 Pay Factor:				
Pay Factor:	1.030	1.010	1.040	0.996
Average Pay Factor:	1.019			
Placement Pay Factor:	1.019			

TOTAL PAY ADJUSTMENTS

TPA1=A

A = Bid Price x Quantity Actually Placed x Pay Adjustment Factor for Production.

A = \$58.85 x 1,997.38 x 1.038

A = \$122,012.55

TPA1 = \$122,012.55

Production Only Bonus* = A - (Bid Price x Production Lot Quantity Placed).

Production Only Bonus* = \$122,012.55 - (\$58.85 x 1,997.38)

Production Only Bonus* = \$4,466.74

Bonus* only applies when Contractor is not responsible for placement of mix.

Production Bonus Paid on Estimate = Bonus / 2.

Production Bonus Paid on Estimate = \$4,466.74 / 2

Production Bonus Paid on Estimate = \$2,233.37

THRALL

TPA2=(A+B)/2

B = (Bid Price x Placement Lot Quantity Tested for Air Voids x Pay Adjustment Factor for Placement)
+ (Bid Price x Placement Lot Quantity Not Tested for Air Voids.)

B = (\$58.85 x 1,997.38 x 1.019) + (\$58.85 x 0.00)

B = \$119,779.18

TPA2 = (A+B) / 2

TPA2 = (\$122,012.55 + \$119,779.18) / 2

TPA2 = \$120,895.87

Placement Bonus Paid on Estimate = TPA2 - (Bid Price x Quantity Actually Placed) - Production Estimate Adjustment.

Placement Bonus Paid on Estimate = \$120,895.87 - (\$58.85 x 1,997.38) - \$2,233.37

Placement Bonus Paid on Estimate = \$1,116.68

Signature of Contractor Representative

Signature of TX DOT Representative

US 79 - 5A
IRI RIDE QUALITY

DATE	DIRECTION	LANE	STATION TO STATION	PAY
10/15/2010	EB	LT	1053+00 TO 1289+00	\$2,109
10/15/2010	EB	RT	1065+00 TO 1301+00	\$10,198
10/15/2010	EB	LT	1350+00 TO 1374+00	\$655
10/15/2010	EB	RT	1347+00 TO 1374+00	\$735
10/15/2010	EB	RAMP	20+00 TO 28+00	(\$220)
10/15/2010	WB	LT	1374+00 TO 1347+00	\$160
10/15/2010	WB	RT	1374+00 TO 1362+00	\$269
11/2/2010	EB	LT	1289+00 TO 1345+00	(\$420)
11/2/2010	EB	RT	1303+00 TO 1345+00	(\$1,937)
11/2/2010	WB	LT	1345+00 TO 1058+00	\$4,780
11/2/2010	WB	RT	1345+00 TO 1058+00	\$1,400
11/2/2010	WB	RT, RAMP	1090+00 TO 1067+69	(\$802)

TOTAL **\$16,927**

US 79
WILLIAMSON COUNTY
EASTBOUND LEFT LANE
1053+00 TO 1289+00
QA
10-15-10

Hull Zellers, Inc.
OCT 15 2010

Ride Quality Analysis Rel 2008.11.11

TxDOT Smoothness Specification 585 Pay Schedule 1

Report run on Friday Oct 15 2010 10:41:35AM

Input profile data file created Friday Oct 15 2010 9:46:31AM

District 14	Highway US0079
Area Office THRALL	Beg RM 0000 +00.000
County 246	Beg Station 1053+00.0
CSJ 0204-04-040	Lane roadbed R2
Phone 979-450-0741	Name DYNATEST
Input file c:\arspdata\hunter\us 79\10-15-10\us79qa10-15-10r2.pro	
Comment	
Comment	

Bump penalty fine -\$500 each one.
Bumps tagged if greater or equal to 0.1505 inches.
Bonus paid for average IRIs of 30(\$600) to 60(\$0)
Penalty assessed for average IRIs of 65(\$0) to 95(-\$600)
Bonus paid in sections with bump.

Profile Length(Miles) 4.4713 Length(Station Units) 0236+08.5ft.

Distance	Station	Type	Width(feet)	Elev(inches)	Penalty
00.1277	1059+74.0	Bump	.3	.16	-\$ 500
00.1302	1059+87.5	Dip	.3	-.17	-\$ 500
00.1325	1059+99.5	Bump	6.0	.23	-\$ 500
00.1402	1060+40.5	Bump	.3	.15	-\$ 500
00.2322	1065+26.3	Bump	.3	.15	-\$ 500
03.1042	1216+90.0	Dip	.3	-.20	-\$ 500
03.1051	1216+95.0	Bump	.3	.15	-\$ 500

Bumps/dips detected 7 Bump Fines -\$ 3500

*Notes: Bumps closer than 5 feet are not shown or counted.

Bump widths shown are not a true indication of the actual bump width but rather the portion of the bump exceeding 0.15 inches from the moving average of the profile.

Distance	Station	PSI	IRI(L)	IRI(R)	Avg IRI	Pay*Seclen	Pay
00.1000	1058+28.0	4.49	65.01	56.27	61.00	\$ 0*(0.1000/0.10)	\$ 0
00.2000	1063+56.0	3.88	84.72	92.12	88.00	-\$460*(0.1000/0.10)	-\$ 460
00.3000	1068+84.0	4.25	73.89	67.63	71.00	-\$120*(0.1000/0.10)	-\$ 120
00.4000	1074+12.0	4.51	54.47	65.50	60.00	\$ 0*(0.1000/0.10)	\$ 0
00.5000	1079+40.0	4.57	54.42	60.73	58.00	\$ 40*(0.1000/0.10)	\$ 40
00.6000	1084+68.0	4.67	56.18	51.30	54.00	\$120*(0.1000/0.10)	\$ 120
00.7000	1089+96.0	4.49	53.80	68.23	61.00	\$ 0*(0.1000/0.10)	\$ 0
00.8000	1095+24.0	4.62	51.70	60.00	56.00	\$ 80*(0.1000/0.10)	\$ 80
00.9000	1100+52.0	4.52	58.32	60.61	59.00	\$ 20*(0.1000/0.10)	\$ 20
01.0000	1105+80.0	4.59	52.20	61.32	57.00	\$ 60*(0.1000/0.10)	\$ 60

01.1000	1111+08.0	4.71	55.63	48.53	52.00	\$160*(0.1000/0.10)	\$ 160
01.2000	1116+36.0	4.72	49.11	53.41	51.00	\$180*(0.1000/0.10)	\$ 180
01.3000	1121+64.0	4.65	53.19	55.95	55.00	\$100*(0.1000/0.10)	\$ 100
01.4000	1126+92.0	4.61	56.07	56.61	56.00	\$ 80*(0.1000/0.10)	\$ 80
01.5000	1132+20.0	4.66	58.12	50.59	54.00	\$120*(0.1000/0.10)	\$ 120
01.6000	1137+48.0	4.44	57.55	68.09	63.00	\$ 0*(0.1000/0.10)	\$ 0
01.7000	1142+76.0	4.56	58.53	57.68	58.00	\$ 40*(0.1000/0.10)	\$ 40
01.8000	1148+04.0	4.73	49.01	51.05	50.00	\$200*(0.1000/0.10)	\$ 200
01.9000	1153+32.0	4.70	48.65	57.20	53.00	\$140*(0.1000/0.10)	\$ 140
02.0000	1158+60.0	4.77	45.51	49.75	48.00	\$240*(0.1000/0.10)	\$ 240
02.1000	1163+88.0	4.73	46.35	54.22	50.00	\$200*(0.1000/0.10)	\$ 200
02.2000	1169+16.0	4.72	52.59	50.05	51.00	\$180*(0.1000/0.10)	\$ 180
02.3000	1174+44.0	4.64	52.01	58.21	55.00	\$100*(0.1000/0.10)	\$ 100
02.4000	1179+72.0	4.76	45.98	49.85	48.00	\$240*(0.1000/0.10)	\$ 240
02.5000	1185+00.0	4.82	43.35	43.75	44.00	\$320*(0.1000/0.10)	\$ 320
02.6000	1190+28.0	4.75	47.05	50.91	49.00	\$220*(0.1000/0.10)	\$ 220
02.7000	1195+56.0	4.59	60.21	53.42	57.00	\$ 60*(0.1000/0.10)	\$ 60
02.8000	1200+84.0	4.78	43.95	49.47	47.00	\$260*(0.1000/0.10)	\$ 260
02.9000	1206+12.0	4.77	47.61	46.97	47.00	\$260*(0.1000/0.10)	\$ 260
03.0000	1211+40.0	4.76	49.88	46.67	48.00	\$240*(0.1000/0.10)	\$ 240
03.1000	1216+68.0	4.78	46.46	46.14	46.00	\$280*(0.1000/0.10)	\$ 280
03.2000	1221+96.0	4.44	67.29	58.41	63.00	\$ 0*(0.1000/0.10)	\$ 0
03.3000	1227+24.0	4.73	51.89	48.54	50.00	\$200*(0.1000/0.10)	\$ 200
03.4000	1232+52.0	4.73	54.81	45.57	50.00	\$200*(0.1000/0.10)	\$ 200
03.5000	1237+80.0	4.77	47.83	46.89	47.00	\$260*(0.1000/0.10)	\$ 260
03.6000	1243+08.0	4.75	50.12	46.96	49.00	\$220*(0.1000/0.10)	\$ 220
03.7000	1248+36.0	4.76	46.95	49.52	48.00	\$240*(0.1000/0.10)	\$ 240
03.8000	1253+64.0	4.64	54.18	55.77	55.00	\$100*(0.1000/0.10)	\$ 100
03.9000	1258+92.0	4.58	55.07	59.34	57.00	\$ 60*(0.1000/0.10)	\$ 60
04.0000	1264+20.0	4.58	51.90	63.06	57.00	\$ 60*(0.1000/0.10)	\$ 60
04.1000	1269+48.0	4.72	48.39	54.29	51.00	\$180*(0.1000/0.10)	\$ 180
04.2000	1274+76.0	4.74	47.37	51.47	49.00	\$220*(0.1000/0.10)	\$ 220
04.3000	1280+04.0	4.76	46.22	50.35	48.00	\$240*(0.1000/0.10)	\$ 240
04.4000	1285+32.0	4.76	48.88	46.81	48.00	\$240*(0.1000/0.10)	\$ 240
04.4713	1289+08.5	4.57	55.92	59.54	58.00	\$ 40*(0.0713/0.10)	\$ 29
Pay Adjustment Subtotal							\$ 5609

Ave Left IRI 53.3 Ave Right IRI 55.1 Ave IRI 54.2

Total IRI adjustments \$ 5609

Total Bump adjustments -\$ 3500

Total adjustments \$ 2109

US 79
WILLIAMSON COUNTY
EASTBOUND RIGHT LANE
1065+00 TO 1301+00

QA
10-15-10

McM Zolom, Inc.

OCT 15 2010

Ride Quality Analysis Rel 2008.11.11

TxDOT Smoothness Specification 585 Pay Schedule 1

Report run on Friday Oct 15 2010 10:43:15AM

Input profile data file created Friday Oct 15 2010 9:46:44AM

District 14	Highway US0079
Area Office THRALL	Beg RM 0000 +00.000
County 246	Beg Station 1065+00.0
CSJ 0204-04-040	Lane roadbed R1
Phone 979-450-0741	Name DYNATEST
Input file c:\arspdata\hunter\us 79\10-15-10\us79qa10-15-10r1.pro	
Comment	
Comment	

Bump penalty fine -\$500 each one.
Bumps tagged if greater or equal to 0.1505 inches.
Bonus paid for average IRI's of 30(\$600) to 60(\$0)
Penalty assessed for average IRI's of 65(\$0) to 95(-\$600)
Bonus paid in sections with bump.

Profile Length(Miles) 4.47 Length(Station Units) 0236+01.6ft.

Distance	Station	PSI	IRI(L)	IRI(R)	Avg IRI	Pay*SectLen	Pay
00.1000	1070+28.0	4.72	47.85	54.46	51.00	\$180*(0.1000/0.10)	\$ 180
00.2000	1075+56.0	4.63	52.71	57.95	55.00	\$100*(0.1000/0.10)	\$ 100
00.3000	1080+84.0	4.62	53.14	58.46	56.00	\$ 80*(0.1000/0.10)	\$ 80
00.4000	1086+12.0	4.76	46.75	48.67	48.00	\$240*(0.1000/0.10)	\$ 240
00.5000	1091+40.0	4.83	42.71	43.44	43.00	\$340*(0.1000/0.10)	\$ 340
00.6000	1096+68.0	4.81	43.75	45.03	44.00	\$320*(0.1000/0.10)	\$ 320
00.7000	1101+96.0	4.82	42.09	45.52	44.00	\$320*(0.1000/0.10)	\$ 320
00.8000	1107+24.0	4.78	43.89	49.04	46.00	\$280*(0.1000/0.10)	\$ 280
00.9000	1112+52.0	4.81	39.41	49.26	44.00	\$320*(0.1000/0.10)	\$ 320
01.0000	1117+80.0	4.80	45.16	44.86	45.00	\$300*(0.1000/0.10)	\$ 300
01.1000	1123+08.0	4.79	42.91	48.14	46.00	\$280*(0.1000/0.10)	\$ 280
01.2000	1128+36.0	4.79	46.90	45.16	46.00	\$280*(0.1000/0.10)	\$ 280
01.3000	1133+64.0	4.77	45.81	48.70	47.00	\$260*(0.1000/0.10)	\$ 260
01.4000	1138+92.0	4.81	43.08	46.10	45.00	\$300*(0.1000/0.10)	\$ 300
01.5000	1144+20.0	4.81	44.62	44.46	45.00	\$300*(0.1000/0.10)	\$ 300
01.6000	1149+48.0	4.82	39.83	47.18	44.00	\$320*(0.1000/0.10)	\$ 320
01.7000	1154+76.0	4.69	52.32	54.14	53.00	\$140*(0.1000/0.10)	\$ 140
01.8000	1160+04.0	4.79	44.41	47.07	46.00	\$280*(0.1000/0.10)	\$ 280
01.9000	1165+32.0	4.77	43.48	50.28	47.00	\$260*(0.1000/0.10)	\$ 260
02.0000	1170+60.0	4.79	42.92	49.24	46.00	\$280*(0.1000/0.10)	\$ 280
02.1000	1175+88.0	4.55	61.18	55.96	59.00	\$ 20*(0.1000/0.10)	\$ 20
02.2000	1181+16.0	4.81	46.48	41.83	44.00	\$320*(0.1000/0.10)	\$ 320
02.3000	1186+44.0	4.76	46.53	48.99	48.00	\$240*(0.1000/0.10)	\$ 240
02.4000	1191+72.0	4.79	48.49	43.27	46.00	\$280*(0.1000/0.10)	\$ 280

02.5000	1197+00.0	4.79	48.22	43.56	46.00	\$280*(0.1000/0.10)	\$ 280
02.6000	1202+28.0	4.75	49.04	49.27	49.00	\$220*(0.1000/0.10)	\$ 220
02.7000	1207+56.0	4.74	50.33	49.13	50.00	\$200*(0.1000/0.10)	\$ 200
02.8000	1212+84.0	4.80	52.15	38.53	45.00	\$300*(0.1000/0.10)	\$ 300
02.9000	1218+12.0	4.78	46.27	46.75	47.00	\$260*(0.1000/0.10)	\$ 260
03.0000	1223+40.0	4.82	40.65	46.44	44.00	\$320*(0.1000/0.10)	\$ 320
03.1000	1228+68.0	4.80	48.85	41.63	45.00	\$300*(0.1000/0.10)	\$ 300
03.2000	1233+96.0	4.76	48.44	48.32	48.00	\$240*(0.1000/0.10)	\$ 240
03.3000	1239+24.0	4.82	43.73	43.26	43.00	\$340*(0.1000/0.10)	\$ 340
03.4000	1244+52.0	4.76	49.48	46.80	48.00	\$240*(0.1000/0.10)	\$ 240
03.5000	1249+80.0	4.74	47.31	52.24	50.00	\$200*(0.1000/0.10)	\$ 200
03.6000	1255+08.0	4.62	62.66	48.76	56.00	\$ 80*(0.1000/0.10)	\$ 80
03.7000	1260+36.0	4.27	69.90	70.00	70.00	-\$100*(0.1000/0.10)	-\$ 100
03.8000	1265+64.0	4.51	59.33	60.46	60.00	\$ 0*(0.1000/0.10)	\$ 0
03.9000	1270+92.0	4.77	53.32	41.19	47.00	\$260*(0.1000/0.10)	\$ 260
04.0000	1276+20.0	4.77	50.39	43.42	47.00	\$260*(0.1000/0.10)	\$ 260
04.1000	1281+48.0	4.73	53.20	47.26	50.00	\$200*(0.1000/0.10)	\$ 200
04.2000	1286+76.0	4.74	53.90	45.05	49.00	\$220*(0.1000/0.10)	\$ 220
04.3000	1292+04.0	4.69	59.66	46.85	53.00	\$140*(0.1000/0.10)	\$ 140
04.4000	1297+32.0	4.64	60.69	49.67	55.00	\$100*(0.1000/0.10)	\$ 100
04.4700	1301+01.6	4.68	56.57	50.30	53.00	\$140*(0.0700/0.10)	\$ 98

Pay Adjustment Subtotal \$10198

Ave Left IRI 49.1 Ave Right IRI 48.3 Ave IRI 48.7

Total IRI adjustments \$ 10198

Total Bump adjustments \$ 0

Total adjustments \$ 10198

US 79
 WILLIAMSON COUNTY
 EASTBOUND LEFT LANE
 1350+00 TO 1374+00
 QA
 10-15-10

Hunt Zehms, Inc.
 OCT 15 2010

Ride Quality Analysis Rel 2008.11.11

TxDOT Smoothness Specification 585 Pay Schedule 1

Report run on Friday Oct 15 2010 10:36:57AM

Input profile data file created Friday Oct 15 2010 10:33:21AM

District 14	Highway US0079
Area Office THRALL	Beg RM 0000 +00.000
County 246	Beg Station 1350+00.0
CSJ 0204-04-040	Lane roadbed R2
Phone 979-450-0741	Name DYNATEST
Input file c:\arspdata\hunter\us 79\10-15-10\west section\us79qa10-15-10wr2.pro	
Comment	
Comment	

Bump penalty fine -\$500 each one.
 Bumps tagged if greater or equal to 0.1505 inches.
 Bonus paid for average IRIs of 30(\$600) to 60(\$0)
 Penalty assessed for average IRIs of 65(\$0) to 95(-\$600)
 Bonus paid in sections with bump.

Profile Length(Miles) 0.4574 Length(Station Units) 0024+15.1ft.

Distance	Station	PSI	IRI(L)	IRI(R)	Avg IRI	Pay*SectLen	Pay
00.1000	1355+28.0	4.57	65.54	50.06	58.00	\$ 40*(0.1000/0.10)	\$ 40
00.2000	1360+56.0	4.72	50.99	51.15	51.00	\$180*(0.1000/0.10)	\$ 180
00.3000	1365+84.0	4.69	56.52	50.20	53.00	\$140*(0.1000/0.10)	\$ 140
00.4000	1371+12.0	4.72	50.28	52.44	51.00	\$180*(0.1000/0.10)	\$ 180
00.4574	1374+15.1	4.74	54.12	45.28	50.00	\$200*(0.0574/0.10)	\$ 115
Pay Adjustment Subtotal							\$ 655

Ave Left IRI 55.6 Ave Right IRI 50.2 Ave IRI 52.9

Total IRI adjustments	\$ 655
Total Bump adjustments	\$ 0
Total adjustments	\$ 655

US 79
 WILLIAMSON COUNTY
 EASTBOUND RIGHT LANE
 1347+00 TO 1374+00
 QA
 10-15-10

Hull & Zellers, Inc.
 OCT 15 2010

Ride Quality Analysis Rel 2008.11.11

TxDOT Smoothness Specification 585 Pay Schedule 1

Report run on Friday Oct 15 2010 10:34:26AM

Input profile data file created Friday Oct 15 2010 10:33:11AM

District 14	Highway US0079
Area Office THRALL	Beg RM 0000 +00.000
County 246	Beg Station 1347+00.0
CSJ 0204-04-040	Lane roadbed R1
Phone 979-450-0741	Name DYNATEST
Input file c:\arspdata\hunter\us 79\10-15-10\west section\us79qa10-15-10wri.pro	
Comment	
Comment	

Bump penalty fine -\$500 each one.
 Bumps tagged if greater or equal to 0.1505 inches.
 Bonus paid for average IRI's of 30(\$600) to 60(\$0)
 Penalty assessed for average IRI's of 65(\$0) to 95(-\$600)
 Bonus paid in sections with bump.

Profile Length(Miles) 0.5291 Length(Station Units) 0027+93.6ft.

Distance	Station	PSI	IRI (L)	IRI (R)	Avg IRI	Pay*Section	Pay
00.1000	1352+28.0	4.69	55.06	51.13	53.00	\$140*(0.1000/0.10)	\$ 140
00.2000	1357+56.0	4.75	52.20	46.01	49.00	\$220*(0.1000/0.10)	\$ 220
00.3000	1362+84.0	4.69	54.47	51.73	53.00	\$140*(0.1000/0.10)	\$ 140
00.4000	1368+12.0	4.59	58.63	55.55	57.00	\$ 60*(0.1000/0.10)	\$ 60
00.5000	1373+40.0	4.70	55.86	50.06	53.00	\$140*(0.1000/0.10)	\$ 140
00.5291	1374+93.6	4.66	59.09	49.32	54.00	\$120*(0.0291/0.10)	\$ 35
Pay Adjustment Subtotal							\$ 735

Ave Left IRI 55.5 Ave Right IRI 50.8 Ave IRI 53.15

Total IRI adjustments	\$ 735
Total Bump adjustments	\$ 0
Total adjustments	\$ 735

US 79
WILLIAMSON COUNTY
EASTBOUND RAMP
20+00 TO 28+00
QA
10-15-10

Hull & Zellers, Inc.
OCT 15 2010

Ride Quality Analysis Rel 2008.11.11

TxDOT Smoothness Specification 585 Pay Schedule 1

Report run on Friday Oct 15 2010 11:53:48AM

Input profile data file created Friday Oct 15 2010 11:51:20AM

District 14	Highway US0079
Area Office THRALL	Beg RM 0000 +00.000
County 246	Beg Station 0021+00.0
CSJ 0204-04-040	Lane roadbed R3
Phone 979-450-0741	Name DYNATEST
Input file c:\arspdata\hunter\us 79\10-15-10\us79qa10-1-10ramp.pro	
Comment	
Comment	

Bump penalty fine -\$500 each one.
Bumps tagged if greater or equal to 0.1505 inches.
Bonus paid for average IRIs of 30(\$600) to 60(\$0)
Penalty assessed for average IRIs of 65(\$0) to 95(-\$600)
Bonus paid in sections with bump.

Profile Length(Miles) 0.1336 Length(Station Units) 0007+05.4ft.

Distance	Station	PSI	IRI(L)	IRI(R)	Avg IRI	Pay*SectLen	Pay
00.1000	26+28.0	4.17	75.86	72.91	74.00	-\$180*(0.1000/0.10)	-\$ 180
00.1336	28+05.4	4.24	66.89	75.94	71.00	-\$120*(0.0336/0.10)	-\$ 40
Pay Adjustment Subtotal							-\$ 220
Ave Left IRI 73.6		Ave Right IRI 73.7		Ave IRI 73.65			
Total IRI adjustments			-\$		220		
Total Bump adjustments			\$		0		
Total adjustments			-\$		220		

US 79
 WILLIAMSON COUNTY
 WESTBOUND LEFT LANE
 1374+00 TO 1347+00
 QA
 10-15-10

Hull & Zellars, Inc.
 OCT 15 2010

Ride Quality Analysis Rel 2008.11.11

TxDOT Smoothness Specification 585 Pay Schedule 1

Report run on Friday Oct 15 2010 10:38:45AM

Input profile data file created Friday Oct 15 2010 10:33:40AM

District 14	Highway US0079
Area Office THRALL	Beg RM 0000 +00.000
County 246	Beg Station 1374+00.0
CSJ 0204-04-040	Lane roadbed L2
Phone 979-450-0741	Name DYNATEST
Input file c:\arspdata\hunter\us 79\10-15-10\west section\us79qa10-15-10wl2.pro	
Comment	
Comment	

Bump penalty fine -\$500 each one.
 Bumps tagged if greater or equal to 0.1505 inches.
 Bonus paid for average IRIs of 30(\$600) to 60(\$0)
 Penalty assessed for average IRIs of 65(\$0) to 95(-\$600)
 Bonus paid in sections with bump.

Profile Length(Miles) 0.513 Length(Station Units) 0027+08.6ft.

Distance	Station	PSI	IRI (L)	IRI (R)	Avg IRI	Pay*SectLen	Pay
00.1000	1368+72.0	4.71	51.32	52.98	52.00	\$160*(0.1000/0.10)	\$ 160
00.2000	1363+44.0	4.41	65.82	61.99	64.00	\$ 0*(0.1000/0.10)	\$ 0
00.3000	1358+16.0	4.42	62.94	64.34	64.00	\$ 0*(0.1000/0.10)	\$ 0
00.4000	1352+88.0	4.49	65.36	56.35	61.00	\$ 0*(0.1000/0.10)	\$ 0
00.5000	1347+60.0	4.40	65.40	63.90	65.00	\$ 0*(0.1000/0.10)	\$ 0
00.5130	1346+91.4	4.41	65.20	63.28	64.00	\$ 0*(0.0131/0.10)	\$ 0
Pay Adjustment Subtotal							\$ 160

Ave Left IRI 62.2 Ave Right IRI 60 Ave IRI 61.1

Total IRI adjustments \$ 160

Total Bump adjustments \$ 0

Total adjustments \$ 160

US 79
 WILLIAMSON COUNTY
 WESTBOUND RIGHT LANE
 1374+00 TO 1362+00
 QA
 10-15-10

Hull Zellers, Inc.
 OCT 15 2010

Ride Quality Analysis Rel 2008.11.11

TxDOT Smoothness Specification 585 Pay Schedule 1

Report run on Friday Oct 15 2010 10:40:18AM

Input profile data file created Friday Oct 15 2010 10:33:30AM

District 14	Highway US0079
Area Office THRALL	Beg RM 0000 +00.000
County 246	Beg Station 1374+00.0
CSJ 0204-04-040	Lane roadbed L1
Phone 979-450-0741	Name DYNATEST
Input file c:\arspdata\hunter\us 79\10-15-10\west section\us79qa10-15-10wll.pro	
Comment	
Comment	

Bump penalty fine -\$500 each one.
 Bumps tagged if greater or equal to 0.1505 inches.
 Bonus paid for average IRIs of 30(\$600) to 60(\$0)
 Penalty assessed for average IRIs of 65(\$0) to 95(-\$600)
 Bonus paid in sections with bump.

Profile Length(Miles) 0.227 Length(Station Units) 0011+98.6ft.

Distance	Station	PSI	IRI (L)	IRI (R)	Avg IRI	Pay*SectLen	Pay
00.1000	1368+72.0	4.63	54.03	57.02	56.00	\$ 80*(0.1000/0.10)	\$ 80
00.2000	1363+44.0	4.70	50.67	54.79	53.00	\$140*(0.1000/0.10)	\$ 140
00.2270	1362+01.4	4.72	50.19	52.77	51.00	\$180*(0.0270/0.10)	\$ 49
Pay Adjustment Subtotal							\$ 269

Ave Left IRI 52.1 Ave Right IRI 55.5 Ave IRI 53.8

Total IRI adjustments \$ 269

Total Bump adjustments \$ 0

Total adjustments \$ 269

US 79
WILLIAMSON COUNTY
TOWN SECTION
EASTBOUND LEFT LANE
1289+00 TO 1345+00
QA
11-2-10

Hunt Zellers, Inc.
NOV 02 2010

Ride Quality Analysis Rel 2008.11.11

TxDOT Smoothness Specification 585 Pay Schedule 1

Report run on Tuesday Nov 2 2010 9:42:02AM

Input profile data file created Tuesday Nov 2 2010 9:35:13AM

District 14	Highway US0079
Area Office THRALL	Beg RM 0000 +00.000
County 146	Beg Station 1289+00.0
CSJ 0204-04-040	Lane roadbed R2
Phone 979-450-0741	Name DYNATEST
Input file c:\arspdata\hunter\us 79\11-2-10\town section\us79qall-1-10_town_r2.pro	
Comment	
Comment	

Bump penalty fine -\$500 each one.
Bumps tagged if greater or equal to 0.1505 inches.
Bonus paid for average IRIs of 30(\$600) to 60(\$0)
Penalty assessed for average IRIs of 65(\$0) to 95(-\$600)
Bonus paid in sections with bump.

Profile Length(Miles) 1.0619 Length(Station Units) 0056+06.8ft.

Distance	Station	Type	Width(feet)	Elev(inches)	Penalty
00.2141	1300+30.5	Dip	.2	-.16	-\$ 500

Bumps/dips detected 1 Bump Fines -\$ 500

*Notes: Bumps closer than 5 feet are not shown or counted.

Bump widths shown are not a true indication of the actual bump width but rather the portion of the bump exceeding 0.15 inches from the moving average of the profile.

Distance	Station	PSI	IRI(L)	IRI(R)	Avg IRI	Pay*SectLen	Pay
00.1000	1294+28.0	4.72	49.62	52.61	51.00	\$180*(0.1000/0.10)	\$ 180
00.2000	1299+56.0	4.70	57.04	47.94	52.00	\$160*(0.1000/0.10)	\$ 160
00.3000	1304+84.0	4.04	79.55	81.72	81.00	-\$320*(0.1000/0.10)	-\$ 320
00.4000	1310+12.0	4.62	62.70	49.23	56.00	\$ 80*(0.1000/0.10)	\$ 80
00.5000	1315+40.0	4.70	59.11	46.74	53.00	\$140*(0.1000/0.10)	\$ 140
00.6000	1320+68.0	4.65	62.04	47.61	55.00	\$100*(0.1000/0.10)	\$ 100
00.7000	1325+96.0	4.39	66.73	63.05	65.00	\$ 0*(0.1000/0.10)	\$ 0
00.8000	1331+24.0	4.27	76.92	62.92	70.00	-\$100*(0.1000/0.10)	-\$ 100
00.9000	1336+52.0	4.19	76.32	70.43	73.00	-\$160*(0.1000/0.10)	-\$ 160
01.0000	1341+80.0	4.49	68.24	53.64	61.00	\$ 0*(0.1000/0.10)	\$ 0
01.0619	1345+06.8	4.52	64.45	55.04	60.00	\$ 0*(0.0620/0.10)	\$ 0
Pay Adjustment Subtotal							\$ 80

Ave Left IRI 65.7 Ave Right IRI 57.4 Ave IRI 61.55

Total IRI adjustments \$ 80

Total Bump adjustments \$ -500

Total Adjustments \$ -420

US 79
WILLIAMSON COUNTY
TOWN SECTION
EASTBOUND RIGHT LANE
1303+00 TO 1345+00
QA
11-2-10

Hult Zollars, Inc.
NOV 02 2010

Ride Quality Analysis Rel 2008.11.11

TxDOT Smoothness Specification 585 Pay Schedule 1

Report run on Tuesday Nov 2 2010 9:40:30AM

Input profile data file created Tuesday Nov 2 2010 9:35:03AM

District 14	Highway US0079
Area Office THRALL	Beg RM 0000 +00.000
County 146	Beg Station 1303+00.0
CSJ 0204-04-040	Lane roadbed R1
Phone 979-450-0741	Name DYNATEST
Input file c:\arspdata\hunter\us 79\11-2-10\town section\us79qall-1-10_town_rl.pro	
Comment	
Comment	

Bump penalty fine -\$500 each one.
Bumps tagged if greater or equal to 0.1505 inches.
Bonus paid for average IRI of 30(\$600) to 60(\$0)
Penalty assessed for average IRI of 65(\$0) to 95(-\$600)
Bonus paid in sections with bump.

Profile Length(Miles) 0.7936 Length(Station Units) 0041+90.2ft.

Distance	Station	Type	Width(feet)	Elev(inches)	Penalty
00.4283	1325+61.7	Bump	.7	.16	-\$ 500
00.6239	1335+94.1	Bump	3.2	.23	-\$ 500

Bumps/dips detected 2 Bump Fines -\$ 1000

*Notes: Bumps closer than 5 feet are not shown or counted.

Bump widths shown are not a true indication of the actual bump width but rather the portion of the bump exceeding 0.15 inches from the moving average of the profile.

Distance	Station	PSI	IRI(L)	IRI(R)	Avg IRI	Pay*SeetLen	Pay
00.1000	1308+28.0	4.35	62.78	70.21	66.00	-\$ 20*(0.1000/0.10)	-\$ 20
00.2000	1313+56.0	4.16	66.91	82.67	75.00	-\$200*(0.1000/0.10)	-\$ 200
00.3000	1318+84.0	4.71	44.04	59.37	52.00	\$160*(0.1000/0.10)	\$ 160
00.4000	1324+12.0	4.34	62.16	71.67	67.00	-\$ 40*(0.1000/0.10)	-\$ 40
00.5000	1329+40.0	3.98	76.89	89.93	83.00	-\$360*(0.1000/0.10)	-\$ 360
00.6000	1334+68.0	4.22	68.58	75.81	72.00	-\$140*(0.1000/0.10)	-\$ 140
00.7000	1339+96.0	4.04	68.96	91.99	80.00	-\$300*(0.1000/0.10)	-\$ 300
00.7936	1344+90.2	4.34	65.38	68.57	67.00	-\$ 40*(0.0936/0.10)	-\$ 37

Pay Adjustment Subtotal -\$ 937

Ave Left IRI 64.5 Ave Right IRI 76.3 Ave IRI 70.4

Total IRI adjustments -\$ 937

Total Bump adjustments -\$ 1000

Total adjustments -\$ 1937

US 79
WILLIAMSON COUNTY
WESTBOUND LEFT LANE
TOWN AND MAIN LANE
1345+00 TO 1058+00

Hultt Zollars, Inc
NOV 02 2010

QA
11-2-10

Ride Quality Analysis Rel 2008.11.11

TxDOT Smoothness Specification 585 Pay Schedule 1

Report run on Tuesday Nov 2 2010 10:22:44AM

Input profile data file created Tuesday Nov 2 2010 10:12:30AM

District 14	Highway US0079
Area Office THRALL	Beg RM 0000 +00.000
County 146	Beg Station 1345+00.0
CSJ 0204-04-040	Lane roadbed L3
Phone 979-450-0741	Name DYNATEST
Input file c:\arspdata\hunter\us 79\11-2-10\town section\us79qall-1-10_town_13.pro	
Comment	
Comment	

Bump penalty fine -\$500 each one.
Bumps tagged if greater or equal to 0.1505 inches.
Bonus paid for average IRIs of 30(\$600) to 60(\$0)
Penalty assessed for average IRIs of 65(\$0) to 95(-\$600)
Bonus paid in sections with bump.

Profile Length(Miles) 5.4335 Length(Station Units) 0286+88.9ft.

Distance	Station	Type	Width(feet)	Elev(inches)	Penalty
00.0491	1347+59.5	Bump	.3	.43	-\$ 500
00.8139	1387+97.3	Dip	.8	-.18	-\$ 500
02.4631	1475+05.3	Bump	2.0	.19	-\$ 500
04.2757	1570+75.8	Bump	.3	.16	-\$ 500

Bumps/dips detected 4 Bump Fines -\$ 2000

*Notes: Bumps closer than 5 feet are not shown or counted.

Bump widths shown are not a true indication of the actual bump width but rather the portion of the bump exceeding 0.15 inches from the moving average of the profile

Distance	Station	PSI	IRI(L)	IRI(R)	Avg IRI	Pay*SectLen	Pay
00.1000	1350+28.0	4.70	46.42	59.12	53.00	\$140*(0.1000/0.10)	\$ 140
00.2000	1355+56.0	4.55	51.27	65.71	58.00	\$ 40*(0.1000/0.10)	\$ 40
00.3000	1360+84.0	4.53	61.01	57.38	59.00	\$ 20*(0.1000/0.10)	\$ 20
00.4000	1366+12.0	4.51	55.71	64.68	60.00	\$ 0*(0.1000/0.10)	\$ 0
00.5000	1371+40.0	4.72	55.07	47.24	51.00	\$180*(0.1000/0.10)	\$ 180
00.6000	1376+68.0	4.82	40.08	47.36	44.00	\$320*(0.1000/0.10)	\$ 320
00.7000	1381+96.0	4.54	57.21	60.82	59.00	\$ 20*(0.1000/0.10)	\$ 20
00.8000	1387+24.0	4.52	61.68	57.32	60.00	\$ 0*(0.1000/0.10)	\$ 0
00.9000	1392+52.0	4.30	77.86	59.14	68.00	-\$ 60*(0.1000/0.10)	-\$ 60
01.0000	1397+80.0	4.59	60.21	53.47	57.00	\$ 60*(0.1000/0.10)	\$ 60
01.1000	1403+08.0	4.49	64.68	56.79	61.00	\$ 0*(0.1000/0.10)	\$ 0
01.2000	1408+36.0	4.26	70.77	70.50	71.00	-\$120*(0.1000/0.10)	-\$ 120
01.3000	1413+64.0	4.61	60.44	51.98	56.00	\$ 80*(0.1000/0.10)	\$ 80
01.4000	1418+92.0	4.58	59.12	55.72	57.00	\$ 60*(0.1000/0.10)	\$ 60

01.5000	1424+20.0	4.40	67.17	61.71	64.00	\$ 0*(0.1000/0.10)	\$ 0
01.6000	1429+48.0	4.74	50.30	49.36	50.00	\$200*(0.1000/0.10)	\$ 200
01.7000	1434+76.0	4.73	51.27	50.30	51.00	\$180*(0.1000/0.10)	\$ 180
01.8000	1440+04.0	4.72	54.42	48.25	51.00	\$180*(0.1000/0.10)	\$ 180
01.9000	1445+32.0	4.45	65.38	59.24	62.00	\$ 0*(0.1000/0.10)	\$ 0
02.0000	1450+60.0	4.71	52.00	52.64	52.00	\$160*(0.1000/0.10)	\$ 160
02.1000	1455+88.0	4.74	51.91	46.86	49.00	\$220*(0.1000/0.10)	\$ 220
02.2000	1461+16.0	4.71	50.39	53.74	52.00	\$160*(0.1000/0.10)	\$ 160
02.3000	1466+44.0	4.63	54.90	56.18	56.00	\$ 80*(0.1000/0.10)	\$ 80
02.4000	1471+72.0	4.76	52.42	43.54	48.00	\$240*(0.1000/0.10)	\$ 240
02.5000	1477+00.0	4.73	51.62	49.84	51.00	\$180*(0.1000/0.10)	\$ 180
02.6000	1482+28.0	4.73	51.28	49.00	50.00	\$200*(0.1000/0.10)	\$ 200
02.7000	1487+56.0	4.71	55.72	47.48	52.00	\$160*(0.1000/0.10)	\$ 160
02.8000	1492+84.0	4.71	53.10	51.05	52.00	\$160*(0.1000/0.10)	\$ 160
02.9000	1498+12.0	4.62	57.49	53.78	56.00	\$ 80*(0.1000/0.10)	\$ 80
03.0000	1503+40.0	4.72	50.44	51.41	51.00	\$180*(0.1000/0.10)	\$ 180
03.1000	1508+68.0	4.75	54.50	43.40	49.00	\$220*(0.1000/0.10)	\$ 220
03.2000	1513+96.0	4.71	53.14	50.56	52.00	\$160*(0.1000/0.10)	\$ 160
03.3000	1519+24.0	4.71	54.67	50.13	52.00	\$160*(0.1000/0.10)	\$ 160
03.4000	1524+52.0	4.67	53.65	53.92	54.00	\$120*(0.1000/0.10)	\$ 120
03.5000	1529+80.0	4.64	58.20	51.64	55.00	\$100*(0.1000/0.10)	\$ 100
03.6000	1535+08.0	4.73	52.90	47.38	50.00	\$200*(0.1000/0.10)	\$ 200
03.7000	1540+36.0	4.60	53.24	59.87	57.00	\$ 60*(0.1000/0.10)	\$ 60
03.8000	1545+64.0	4.59	61.62	51.87	57.00	\$ 60*(0.1000/0.10)	\$ 60
03.9000	1550+92.0	4.72	54.49	47.16	51.00	\$180*(0.1000/0.10)	\$ 180
04.0000	1556+20.0	4.50	62.70	57.93	60.00	\$ 0*(0.1000/0.10)	\$ 0
04.1000	1561+48.0	4.63	62.45	48.01	55.00	\$100*(0.1000/0.10)	\$ 100
04.2000	1566+76.0	4.57	63.12	52.51	58.00	\$ 40*(0.1000/0.10)	\$ 40
04.3000	1572+04.0	4.68	55.87	51.04	53.00	\$140*(0.1000/0.10)	\$ 140
04.4000	1577+32.0	4.76	53.12	43.28	48.00	\$240*(0.1000/0.10)	\$ 240
04.5000	1582+60.0	4.52	65.06	53.90	59.00	\$ 20*(0.1000/0.10)	\$ 20
04.6000	1587+88.0	4.71	53.85	49.50	52.00	\$160*(0.1000/0.10)	\$ 160
04.7000	1593+16.0	4.71	57.39	46.66	52.00	\$160*(0.1000/0.10)	\$ 160
04.8000	1598+44.0	4.74	49.56	50.18	50.00	\$200*(0.1000/0.10)	\$ 200
04.9000	1603+72.0	4.58	58.37	55.99	57.00	\$ 60*(0.1000/0.10)	\$ 60
05.0000	1609+00.0	4.79	48.26	42.67	45.00	\$300*(0.1000/0.10)	\$ 300
05.1000	1614+28.0	4.77	49.50	44.31	47.00	\$260*(0.1000/0.10)	\$ 260
05.2000	1619+56.0	4.78	51.49	42.23	47.00	\$260*(0.1000/0.10)	\$ 260
05.3000	1624+84.0	4.79	47.31	44.25	46.00	\$280*(0.1000/0.10)	\$ 280
05.4000	1630+12.0	4.70	57.95	48.00	53.00	\$140*(0.1000/0.10)	\$ 140
05.4335	1631+88.9	4.66	56.26	52.23	54.00	\$120*(0.0335/0.10)	\$ 40

Pay Adjustment Subtotal \$ 6780

Ave Left IRI 56 Ave Right IRI 52.2 Ave IRI 54.1

Total IRI adjustments \$ 6780
Total Bump adjustments -\$ 2000
Total adjustments \$ 4780

US 79
WILLIAMSON COUNTY
TOWN AND MAIN LANE
WESTBOUND RIGHT LANE
1345+00 TO 1058+00
QA
11-2-10

Hull Zellers, Inc.
NOV 02 2010

Ride Quality Analysis Rel 2008.11.11

TxDOT Smoothness Specification 585 Pay Schedule 1

Report run on Tuesday Nov 2 2010 9:52:46AM

Input profile data file created Tuesday Nov 2 2010 9:52:30AM

District 14	Highway US0079
Area Office THRALL	Beg RM 0000 +00.000
County 146	Beg Station 1345+00.0
CSJ 0204-04-040	Lane roadbed L2
Phone 979-450-0741	Name DYNATEST
Input file c:\arspdata\hunter\us 79\11-2-10\town section\us79qall-1-10_town_12a.pro	
Comment	
Comment	

Bump penalty fine -\$500 each one.
Bumps tagged if greater or equal to 0.1505 inches.
Bonus paid for average IRIs of 30(\$600) to 60(\$0)
Penalty assessed for average IRIs of 65(\$0) to 95(-\$600)
Bonus paid in sections with bump.

Profile Length(Miles) 5.4347 Length(Station Units) 0286+95.2ft.

Distance	Station	Type	Width(feet)	Elev(inches)	Penalty
00.1555	1336+79.0	Bump	.5	.16	-\$ 500
00.1915	1334+89.0	Bump	.3	.15	-\$ 500
00.2848	1329+96.0	Bump	.5	.17	-\$ 500
00.2863	1329+88.5	Bump	.5	.17	-\$ 500
00.4678	1320+30.3	Dip	.5	-.16	-\$ 500
00.6699	1309+62.8	Bump	.3	.16	-\$ 500
00.8144	1302+00.0	Dip	4.5	-.27	-\$ 500

Bumps/dips detected 7 Bump Fines -\$ 3500

*Notes: Bumps closer than 5 feet are not shown or counted.

Bump widths shown are not a true indication of the actual bump width but rather the portion of the bump exceeding 0.15 inches from the moving average of the profile

Distance	Station	PSI	IRI (L)	IRI (R)	Avg IRI	Pay*SectLen	Pay
00.1000	1339+72.0	4.58	60.65	53.86	57.00	\$ 60*(0.1000/0.10)	\$ 60
00.2000	1334+44.0	3.91	88.13	85.54	87.00	-\$440*(0.1000/0.10)	-\$ 440
00.3000	1329+16.0	3.83	80.61	100.94	91.00	-\$520*(0.1000/0.10)	-\$ 520
00.4000	1323+88.0	4.51	55.93	64.51	60.00	\$ 0*(0.1000/0.10)	\$ 0
00.5000	1318+60.0	3.96	72.61	96.56	85.00	-\$400*(0.1000/0.10)	-\$ 400
00.6000	1313+32.0	4.35	61.83	71.03	66.00	-\$ 20*(0.1000/0.10)	-\$ 20
00.7000	1308+04.0	4.25	67.02	74.36	71.00	-\$120*(0.1000/0.10)	-\$ 120
00.8000	1302+76.0	4.75	57.53	40.60	49.00	\$220*(0.1000/0.10)	\$ 220
00.9000	1297+48.0	4.39	66.15	63.70	65.00	\$ 0*(0.1000/0.10)	\$ 0

01.0000	1292+20.0	4.77	52.18	41.68	47.00	\$260*(0.1000/0.10)	\$ 260
01.1000	1286+92.0	4.64	58.65	51.24	55.00	\$100*(0.1000/0.10)	\$ 100
01.2000	1281+64.0	4.70	58.43	46.50	52.00	\$160*(0.1000/0.10)	\$ 160
01.3000	1276+36.0	4.72	52.91	49.04	51.00	\$180*(0.1000/0.10)	\$ 180
01.4000	1271+08.0	4.80	48.79	41.47	45.00	\$300*(0.1000/0.10)	\$ 300
01.5000	1265+80.0	4.74	56.59	43.22	50.00	\$200*(0.1000/0.10)	\$ 200
01.6000	1260+52.0	4.79	49.55	41.66	46.00	\$280*(0.1000/0.10)	\$ 280
01.7000	1255+24.0	4.70	59.46	45.45	52.00	\$160*(0.1000/0.10)	\$ 160
01.8000	1249+96.0	4.60	59.53	53.31	56.00	\$ 80*(0.1000/0.10)	\$ 80
01.9000	1244+68.0	4.30	73.13	64.63	69.00	-\$ 80*(0.1000/0.10)	-\$ 80
02.0000	1239+40.0	4.68	57.23	49.73	53.00	\$140*(0.1000/0.10)	\$ 140
02.1000	1234+12.0	4.64	58.79	51.13	55.00	\$100*(0.1000/0.10)	\$ 100
02.2000	1228+84.0	4.69	58.95	47.42	53.00	\$140*(0.1000/0.10)	\$ 140
02.3000	1223+56.0	4.74	52.90	46.82	50.00	\$200*(0.1000/0.10)	\$ 200
02.4000	1218+28.0	4.76	50.38	46.44	48.00	\$240*(0.1000/0.10)	\$ 240
02.5000	1213+00.0	4.75	55.41	42.00	49.00	\$220*(0.1000/0.10)	\$ 220
02.6000	1207+72.0	4.82	48.97	38.75	44.00	\$320*(0.1000/0.10)	\$ 320
02.7000	1202+44.0	4.76	54.14	42.58	48.00	\$240*(0.1000/0.10)	\$ 240
02.8000	1197+16.0	4.73	54.98	46.00	50.00	\$200*(0.1000/0.10)	\$ 200
02.9000	1191+88.0	4.48	73.86	48.62	61.00	\$ 0*(0.1000/0.10)	\$ 0
03.0000	1186+60.0	4.68	62.50	44.66	54.00	\$120*(0.1000/0.10)	\$ 120
03.1000	1181+32.0	4.65	58.13	51.19	55.00	\$100*(0.1000/0.10)	\$ 100
03.2000	1176+04.0	4.59	61.29	52.75	57.00	\$ 60*(0.1000/0.10)	\$ 60
03.3000	1170+76.0	4.56	64.64	51.24	58.00	\$ 40*(0.1000/0.10)	\$ 40
03.4000	1165+48.0	4.51	65.87	53.85	60.00	\$ 0*(0.1000/0.10)	\$ 0
03.5000	1160+20.0	4.66	60.50	47.88	54.00	\$120*(0.1000/0.10)	\$ 120
03.6000	1154+92.0	4.72	56.26	46.10	51.00	\$180*(0.1000/0.10)	\$ 180
03.7000	1149+64.0	4.48	66.07	56.12	61.00	\$ 0*(0.1000/0.10)	\$ 0
03.8000	1144+36.0	4.46	69.60	54.22	62.00	\$ 0*(0.1000/0.10)	\$ 0
03.9000	1139+08.0	4.67	57.53	50.37	54.00	\$120*(0.1000/0.10)	\$ 120
04.0000	1133+80.0	4.60	62.97	49.77	56.00	\$ 80*(0.1000/0.10)	\$ 80
04.1000	1128+52.0	4.73	48.49	51.86	50.00	\$200*(0.1000/0.10)	\$ 200
04.2000	1123+24.0	4.72	57.19	44.48	51.00	\$180*(0.1000/0.10)	\$ 180
04.3000	1117+96.0	4.76	52.73	42.58	48.00	\$240*(0.1000/0.10)	\$ 240
04.4000	1112+68.0	4.71	57.67	46.92	52.00	\$160*(0.1000/0.10)	\$ 160
04.5000	1107+40.0	4.69	59.24	47.40	53.00	\$140*(0.1000/0.10)	\$ 140
04.6000	1102+12.0	4.69	60.86	45.39	53.00	\$140*(0.1000/0.10)	\$ 140
04.7000	1096+84.0	4.67	60.81	47.02	54.00	\$120*(0.1000/0.10)	\$ 120
04.8000	1091+56.0	4.69	58.76	47.37	53.00	\$140*(0.1000/0.10)	\$ 140
04.9000	1086+28.0	4.48	64.41	57.77	61.00	\$ 0*(0.1000/0.10)	\$ 0
05.0000	1081+00.0	4.72	58.43	43.56	51.00	\$180*(0.1000/0.10)	\$ 180
05.1000	1075+72.0	4.64	62.87	47.50	55.00	\$100*(0.1000/0.10)	\$ 100
05.2000	1070+44.0	4.63	61.58	49.41	55.00	\$100*(0.1000/0.10)	\$ 100
05.3000	1065+16.0	4.71	54.42	49.80	52.00	\$160*(0.1000/0.10)	\$ 160
05.4000	1059+88.0	4.48	68.97	53.22	61.00	\$ 0*(0.1000/0.10)	\$ 0
05.4347	1058+04.8	4.45	70.91	53.74	62.00	\$ 0*(0.0347/0.10)	\$ 0

Pay Adjustment Subtotal \$ 4900

Ave Left IRI 60.4 Ave Right IRI 52.3 Ave IRI 56.35

Total IRI adjustments \$ 4900

Total Bump adjustments -\$ 3500

Total adjustments \$ 1400

US 79
WILLIAMSON COUNTY
WESTBOUND RIGHT LANE WEST TO SOUTH RAMP
1090+00 TO 1067+69

QA
11-2-10

Hult Zellers, Inc.
NOV 02 2010

Ride Quality Analysis Rel 2008.11.11

TxDOT Smoothness Specification 585 Pay Schedule 1

Report run on Tuesday Nov 2 2010 9:43:21AM

Input profile data file created Tuesday Nov 2 2010 9:35:25AM

District 14	Highway US0079
Area Office THRALL	Beg RM 0000 +00.000
County 146	Beg Station 1090+00.0
CSJ 0204-04-040	Lane roadbed L1
Phone 979-450-0741	Name DYNATEST
Input file c:\arspdata\hunter\us 79\11-2-10\us79gall-2-10_ramp_11.pro	
Comment	
Comment	

Bump penalty fine -\$500 each one.
Bumps tagged if greater or equal to 0.1505 inches.
Bonus paid for average IRIs of 30(\$600) to 60(\$0)
Penalty assessed for average IRIs of 65(\$0) to 95(-\$600)
Bonus paid in sections with bump.

Profile Length(Miles) 0.4224 Length(Station Units) 0022+30.3ft.

Distance	Station	Type	Width(feet)	Elev(inches)	Penalty
00.3445	1071+81.0	Bump	.3	.18	-\$ 500

Bumps/dips detected 1 Bump Fines -\$ 500

*Notes: Bumps closer than 5 feet are not shown or counted.

Bump widths shown are not a true indication of the actual bump width but rather the portion of the bump exceeding 0.15 inches from the moving average of the profile

Distance	Station	PSI	IRI(L)	IRI(R)	Avg IRI	Pay*SeotLen	Pay
00.1000	1084+72.0	4.47	57.93	65.15	62.00	\$ 0*(0.1000/0.10)	\$ 0
00.2000	1079+44.0	4.39	68.38	61.18	65.00	\$ 0*(0.1000/0.10)	\$ 0
00.3000	1074+16.0	4.29	75.50	62.96	69.00	-\$ 80*(0.1000/0.10)	-\$ 80
00.4000	1068+88.0	4.16	72.14	78.01	75.00	-\$200*(0.1000/0.10)	-\$ 200
00.4224	1067+69.7	4.28	69.14	70.27	70.00	-\$100*(0.0224/0.10)	-\$ 22

Pay Adjustment Subtotal -\$ 302

Ave Left IRI 68.5 Ave Right IRI 67 Ave IRI 67.75

Total IRI adjustments -\$ 302

Total Bump adjustments -\$ 500

Total adjustments -\$ 802



Profiler Certification Test Results

Profiler Operator : Jonathon Keoughan
Wheelpath(s) Tested : LR
Profiler Tested : Dynatest RSP 5051 Mark III
Profiler Serial No. : 5051-03-046
Profiler VIN : 1FMRE11L86DB26336
Test Date : 10052010

Test Administered By : E. Fernando & G. Harrison *Emmanuel Hernandez 10-5-2010*
Filter Type : 3rd order Butterworth with reverse filtering
Filter Program : TTI Ref. Filter Prog.for TxDOT Cert. with Rev. Filtering.Exe
Version No : 05/07/2009

Overall Test Result: PASS

PROFILER REPEATABILITY AND ACCURACY (Smooth Section)

Repeatability

Left Ave.STDV 8

Right Ave.STDV 7

Equipment Accuracy

Left u1 : -1.00
Left u2 : 18.82

Right u1 : -1.56
Right u2 : 14.18

IRI

Left STDV of IRI: .62 (PASS)

Right STDV of IRI: .97 (PASS)

Average IRI (in/mile)

Wheel Path Abs. Difference

Left 1.54 (PASS)
Right 3.32 (PASS)

Huitt Zollars, Inc.
OCT 15 2010

Profiler Operator : Jonathon Keoughan
Wheelpath(s) Tested : LR
Profiler Tested : Dynatest RSP 5051 Mark III
Profiler Serial No. : 5051-03-046
Profiler VIN : 1FMRE11L86DB26336
Test Date : 10052010

Test Administered By : E. Fernando & G. Harrison *Emmanuel Fernandez* 10-5-2010
Filter Type : 3rd order Butterworth with reverse filtering
Filter Program : TTI Ref. Filter Prog.for TxDOT Cert. with Rev. Filtering.Exe
Version No : 05/07/2009

Overall Test Result: PASS

PROFILER REPEATABILITY AND ACCURACY (Medium Smooth Section)

Repeatability

Left Ave.STDV 7

Right Ave.STDV 7

Equipment Accuracy

Left u1 : -1.37

Right u1 : -1.87

Left u2 : 21.98

Right u2 : 19.62

IRI

Left STDV of IRI: .66 (PASS)

Right STDV of IRI: .90 (PASS)

Average IRI (in/mile)

Wheel Path Abs. Difference

Left .45 (PASS)

Right .79 (PASS)

Huilt Zollars, Inc.
OCT 15 2010

PROFILER OPERATOR CERTIFICATION

Be it known that Jonathon Keoughan, having passed the Profiler Operator Certification Test as prescribed in Texas Test Method Tex-1001S, is hereby certified to operate an inertial profiler for quality assurance of pavement smoothness in Texas, subject to the restrictions given below:

Inertial Profiler Model(s) on which certification is valid: **Dynatest RSP 5051 Mark III and Mark IV**

Issue Date: **September 14, 2009**

Expiration Date: **September 30, 2012**
unless earlier revoked by the Texas Department of Transportation because of misuse.

Operator Serial Number: **2003-0961**




Operator


Emmanuel Llanas, P.E.
Certification Agency Representative

Hult Zollars, Inc.
OCT 15 2010



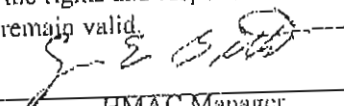
CERTIFICATION

Jonathon T. Keoughan

Level 1B - Roadway Specialist #4561

has successfully completed the minimum requirements for the certification level noted above, the rights and responsibilities of this certification must be upheld to remain valid.

DATE: **08-23-2009**
EXPIRES: **08-23-2012**


HMAC Manager

09WC720 US 183 Change Order No 21

Commissioners Court - Regular Session

Date: 05/24/2011
Submitted By: Tiffany Mcconnell, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving Change Order No. 21 in the amount of \$36,654.00 for US 183, a Pass Through Financing Project in Precinct Two.

Background

This change order is to compensate the contractor for work associated constructing Waterline J. Three hundred ninety feet (390 LF) of the existing 18-inch diameter waterline was found to be in conflict with the new ditchline between Structures 4 and 5 and had to be relocated.

Fiscal Impact

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

Attachments

Link: [09WC720 US 183 CO21](#)

Link: [US 183 CO21 Revised Plans](#)

Form Routing/Status

Form Started By: Tiffany Mcconnell
Started On: 05/19/2011 10:42 AM
Final Approval Date: 05/19/2011

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 21

1. CONTRACTOR: Dan Williams Company

2. Change Order Work Limits: Sta. 3179+00 Sta. 3183+00

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

4. Reasons: 2G (3 Max. - In order of importance - Primary first)

Project: 09WC720
Roadway: US 183
CSJ
Number: 0151-04-063, etc.

5. Describe the work being revised:

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This change order is to compensate the contractor for relocating the existing CTSUD 18-inch Waterline between Structures 4 and 5 that was found to be in conflict with the drainage ditchline .

6. Work to be performed in accordance with Items: See Attached

7. New or revised plan sheet(s) are attached and numbered: 25A (Half)

8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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

THE CONTRACTOR Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

The following information must be provided

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

Amount added by this change order: \$36,654.00

RECOMMENDED FOR EXECUTION:

Project Manager Date

N/A
Design Engineer Date

Program Manager Date

Design Engineer's Seal:

See Revised Sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ _____
APPROVED County Judge Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 21

Project # 09WC720

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
COA-509S-1	TRENCH SAFETY	LF	\$1.00	7,718.00	\$7,718.00	390.00	8,108.00	\$8,108.00	\$390.00
510-A-18"Dia RW	D.I. RESTRAINTS FOR 18" WATER PIPE	LF	\$34.00	1,227.00	\$41,718.00	96.00	1,323.00	\$44,982.00	\$3,264.00
510-AW	18" D.I. WATER PIPE (CLASS 350)	LF	\$60.00	2,089.00	\$125,340.00	390.00	2,479.00	\$148,740.00	\$23,400.00
510-JW	WET CONNECTIONS	EA	\$3,000.00	10.00	\$30,000.00	2.00	12.00	\$36,000.00	\$6,000.00
510-KW	18" D.I. FITTINGS	EA	\$1,800.00	19.00	\$34,200.00	2.00	21.00	\$37,800.00	\$3,600.00
TOTALS					\$238,976.00			\$275,630.00	\$36,654.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Pass Through Financing

**US 183 Riva Ridge Drive to SH 29
Williamson County Project No. 09WC720**

Change Order No. 21

Reason for Change

This change order is to compensate the contractor for work associated constructing Waterline J. Three hundred ninety feet (390 LF) of the existing 18-inch diameter waterline was found to be in conflict with the new ditchline between Structures 4 and 5 and had to be relocated.

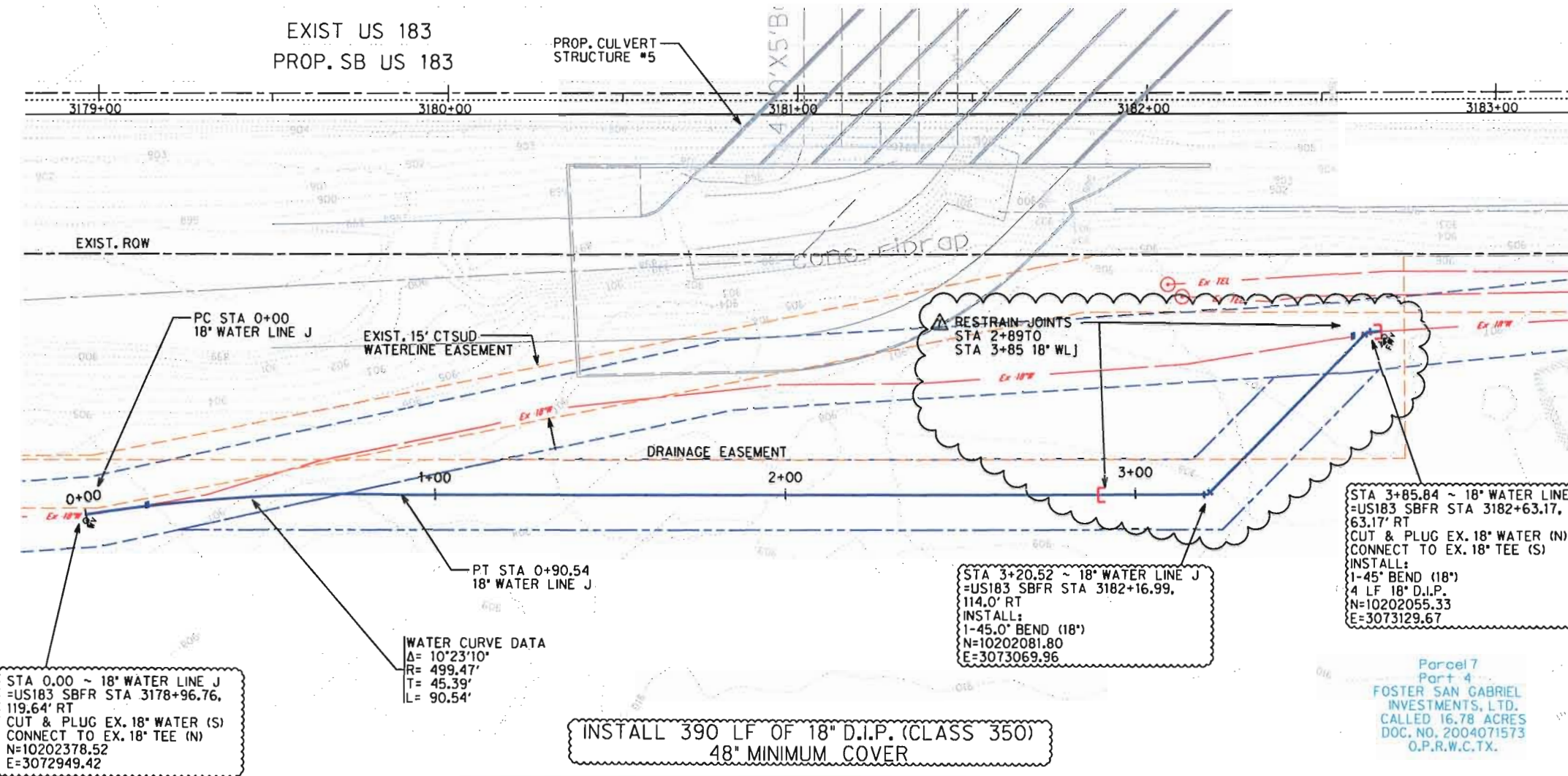
No new items are required for this Change Order.

This Change Order results in a net increase of \$36,654.00 to the Contract amount, for an adjusted total Contract amount of \$15,303,553.37. The original Contract amount was \$14,677,727.84. As a result of this and all Change Orders to date, \$625,825.53 has been added to the Contract, resulting in a 4.3% net increase in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HDR Engineering, Inc.

J. Paul Bowen, S.E.T
Resident Representative

EXIST US 183
PROP. SB US 183



STA 0+00 ~ 18" WATER LINE J
=US183 SBFR STA 3178+96.76,
119.64' RT
CUT & PLUG EX. 18" WATER (S)
CONNECT TO EX. 18" TEE (N)
N=10202378.52
E=3072949.42

WATER CURVE DATA
Δ= 10°23'10"
R= 499.47'
T= 45.39'
L= 90.54'

INSTALL 390 LF OF 18" D.I.P. (CLASS 350)
48" MINIMUM COVER

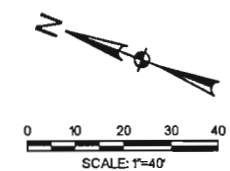
STA 3+20.52 ~ 18" WATER LINE J
=US183 SBFR STA 3182+16.99,
114.0' RT
INSTALL:
1-45.0° BEND (18")
N=10202081.80
E=3073069.96

STA 3+85.84 ~ 18" WATER LINE J
=US183 SBFR STA 3182+63.17,
63.17' RT
CUT & PLUG EX. 18" WATER (N)
CONNECT TO EX. 18" TEE (S)
INSTALL:
1-45° BEND (18")
4 LF 18" D.I.P.
N=10202055.33
E=3073129.67

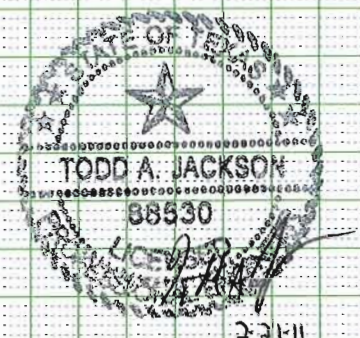
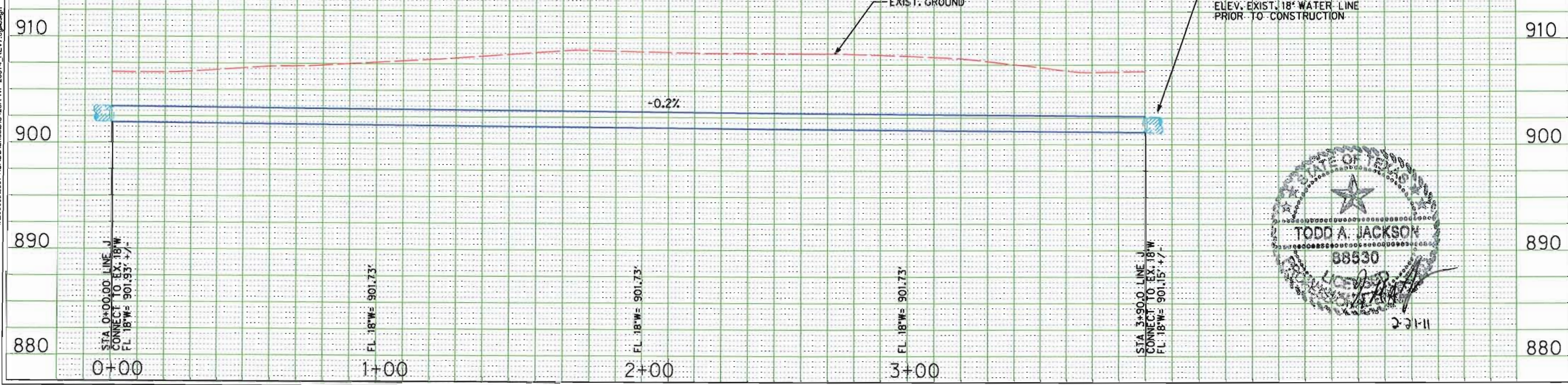
Parcel 7
Part 4
FOSTER SAN GABRIEL
INVESTMENTS, LTD.
CALLED 16.78 ACRES
DOC. NO. 2004071573
O.P.R.W.C.TX.

- NOTES:
1. THE LOCATION AND DEPTH OF ALL UTILITIES IS SHOWN AS QUALITY LEVEL D AND IS BASED ON INFORMATION PROVIDED BY CTSUD STAFF AND DANNENBAUM, LLC TO THE BEST OF THEIR KNOWLEDGE. ALL EXISTING UTILITIES SHALL BE FIELD VERIFIED AND PROTECTED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
 2. THE WATER SERVICE LOCATIONS SHOWN ARE APPROXIMATE OR UNKNOWN. CONTRACTOR TO LOCATE AND VERIFY ALL EXISTING SERVICES AND RECONNECT.
 3. ALL PROPOSED CTSUD WATER LINES SHALL BE INSTALLED AT A MINIMUM DEPTH OF 36" TO TOP OF PIPE UNLESS OTHERWISE NOTED.

- LEGEND
- EX. CTSUD WATER LINE
 - EX. CL ROADWAY
 - EX. R.O.W.
 - PROPOSED R.O.W.
 - EXISTING EASEMENT
 - EXISTING CTSUD EASEMENT
 - PROPOSED CTSUD EASEMENT
 - PROPOSED CONSTRUCTION EASEMENT
 - PROPOSED WATERLINE
 - PROPOSED ENCASEMENT
 - PROPOSED BORE/ENCASEMENT
 - PROPOSED ASPHALT REPAIR
 - PROPOSED CONCRETE REPAIR
 - PROPOSED WATER VALVE
 - PROPOSED FIRE HYDRANT
 - PROPOSED REDUCER
 - PROPOSED AIR RELEASE VALVE
 - PROPOSED FLUSH VALVE
 - TEST HOLE
 - BEGIN/END JOINT RESTRAINT



PROFILE
SCALE
H: 1"=40'
V: 1"=10'



US 183 WATER LINE RELOCATION
FROM SH 29 TO
THE SOUTH FORK SAN GABRIEL RIVER
GEORGETOWN, TX

Chisholm Trail Special Utility District
851 FM 970
Florence, TX 76527

HALFF
TYPE WF-312

400 WEST PARKWAY LANE, SUITE 400
GEORGETOWN, TX 76526
TEL: (817) 253-8164
FAX: (817) 253-8141

Revision	No.	Date	Description
	7	2/21/11	JOINT RESTRAINT SHOWN

Project No.: 20074

Issued: _____

Drawn By: _____

Checked By: _____

Scale: AS SHOWN

Sheet Title
WATER PLAN
18" WATER LINE J

25A

Sheet Number

09WC720 US 183 Change Order No. 22

Commissioners Court - Regular Session

Date: 05/24/2011
Submitted By: Tiffany Mcconnell, Road Bond
Submitted For: Tiffany Mcconnell
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider Approving Change Order No. 22 in the amount of \$34,265.85 for US 183, A Pass Through Financing Project in Precinct Two.

Background

This change order provides payment to the contractor for the removal of the existing illumination facilities and the installation of the revised illumination. The Central Texas Regional Mobility Authority (CTRMA) requested design changes to the illumination plans for the intersection of US 183 and South Gabriel Drive/Green Valley Drive. The requested changes also included the removal of the existing illumination which was not included in the original design plans.

Fiscal Impact

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

Attachments

Link: [09WC720 US 183 CO22](#)

Link: [09WC720 US 183 CO22 Backup](#)

Link: [09WC720 US 183 CO22 Revised Plans](#)

Form Routing/Status

Form Started By: Tiffany Mcconnell
 Started On: 05/19/2011 10:50 AM
 Final Approval Date: 05/19/2011

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 22

1. CONTRACTOR: Dan Williams Company

2. Change Order Work Limits: Sta. BL 214+00 Sta. BL 224+00

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

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

Project: 09WC720

Roadway: US 183

CSJ
Number: 0151-04-063, etc.

5. Describe the work being revised:

4B: Third Party Accomodation. Third Party requested work. This change order provides payment to the contractor for work and materials needed to remove the existing illumination and to install the revised illumination. CTRMA requested changes to the illumination plans for the intersection of US 183 and South Gabriel Drive/Green Valley Drive.

6. Work to be performed in accordance with Items: See attached.

7. New or revised plan sheet(s) are attached and numbered: 886 (Brown and Gay)

8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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

THE CONTRACTOR Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

The following information must be provided

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

Amount added by this change order: \$34,265.85

RECOMMENDED FOR EXECUTION:

Project Manager Date

N/A
Design Engineer Date

Program Manager Date

Design Engineer's Seal:

See Revised Sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 22

Project # 09WC720

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
416-2029	DRILL SHAFT (RDWAY ILLUM POLE) (30 IN)	EA	\$111.30	0.00	\$0.00	48.00	48.00	\$5,342.40	\$5,342.40
610-2064	RELOCATE RD IL ASM (TRANS-BASE)	EA	\$1,113.00	0.00	\$0.00	6.00	6.00	\$6,678.00	\$6,678.00
618-2018	CONDT (PVC) (SCHD 40) (2")	LF	\$5.00	790.00	\$3,950.00	1,000.00	1,790.00	\$8,950.00	\$5,000.00
618-2019	CONDT (PVC) (SCHD 40) (2") (BORE)	LF	\$19.00	840.00	\$15,960.00	330.00	1,170.00	\$22,230.00	\$6,270.00
620-2011	ELEC CONDR (NO. 8) BARE	LF	\$1.00	3,430.00	\$3,430.00	1,330.00	4,760.00	\$4,760.00	\$1,330.00
620-2012	ELEC CONDR (NO. 8) (XHHW)	LF	\$2.00	3,990.00	\$7,980.00	2,660.00	6,650.00	\$13,300.00	\$5,320.00
624-2008	GROUND BOX TY A (122311) W/APRON	EA	\$600.00	2.00	\$1,200.00	5.00	7.00	\$4,200.00	\$3,000.00
999-0022	REMOVE EXISTING POLES FORCE ACCOUNT	LS	\$1,325.45	0.00	\$0.00	1.00	1.00	\$1,325.45	\$1,325.45
TOTALS					\$32,520.00			\$66,785.85	\$34,265.85

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

ITEM	DESCRIPTION	ADD QTY	UNITS	UNIT (\$)	TOTAL (\$)
416 2029	DRILL SHAFT (RDWY ILLUM POLE)	48.00	EA	\$111.30	\$5,342.40
610 2064	RELOCATE RD ILL ASM (TRANS BASE)	6.00	EA	\$1,113.00	\$6,678.00
618 2018	CONDT (PVC) (SCHE 40) (2")	1,000.00	LF	\$5.00	\$5,000.00
618 2019	CONDT (PVC) (SCHE 40) (2") (BORE)	330.00	LF	\$19.00	\$6,270.00
620 2011	ELECTRICAL CONDUCTOR (#8) BARE	1,330.00	LF	\$1.00	\$1,330.00
620 2012	ELECTRICAL CONDUCTOR (#8) INSULATED	2,660.00	LF	\$2.00	\$5,320.00
624 2008	GROUND BOX TY A W/ APRON	5.00	EA	\$600.00	\$3,000.00
FORCE ACCT	REMOVE EXISTING POLES FA	1.00	LS	\$1,325.45	\$1,325.45
TOTAL					\$34,265.85

PRICE DOES NOT INCLUDE TRAFFIC CONTROL

PLEASE SEE ATTACHED FOR COST DETAILS AND INFORMATION

P.O. Box 760
Cedar Park, Texas 78630-0760



(512) 258-1025
Fax (512) 258-1026

3/22/2011

Control No: 10151-04-063
Project: PTF 2009 (886)
County: Williamson
Highway: IUS 183

We at G. Carter Construction Company, Inc. are pleased to quote the bid items below on the above referenced project:

Item No.	Bid Item	Description	Qty	Unit	Unit Price	Extension
1	416-2029	DRILL SHAFT (RDWY ILLUM POLE) (30 IN)	48	EA	\$ 105.00	\$ 5,040.00
2	610-2064	RELOCATE RD IL ASM (TRANS-BASE)	6	EA	\$ 1,050.00	\$ 6,300.00
3	618 2018	CONDT (PVC) (SCH 40) (2")	1,000.0	LF	\$ 4.75	\$ 4,750.00
4	618 2019	CONDT (PVC) (SCH 40) (2") (BORE)	330.0	LF	\$ 18.25	\$ 6,022.50
5	620 2011	ELECTRIAL CONDUCTOR (#8) BARE	1,330.0	LF	\$ 0.95	\$ 1,263.50
6	620 2012	ELECTRIAL CONDUCTOR (#8) INSULATED	2,660.0	LF	\$ 1.10	\$ 2,926.00
7	624-2008	GROUND BOX TY A W/ APRON	5.0	EA	\$ 525.00	\$ 2,625.00
TOTAL					\$	26,302.00

*Items 3 - 7 are already set up as bid items in existing contract and can be over-ran at same prices.

These prices do not include any Bond, Traffic Control or Engineering. If Bond is required, the General Contractor will add 3 1/2% to the Bid. These prices are contingent on being awarded all items bid.

G. Carter Construction Company, Inc. is a State Certified WBE and HUB.

Bid is based on using the stored poles and T-Bases.

If additional information is needed, please contact me at (512) 258-1025.

Sincerely,

Pete Smith
Vice President


From: pete@gcarterconstruction.com <pete@gcarterconstruction.com>

To: George Mayfield (Dan Williams) <gmayfield@danwilliamscompany.com>

Cc:

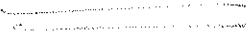
Date: Tuesday, March 22, 2011 10:38 am

Subject: Illum Change order

Attachments:  DOC032211-001.pdf (53KB)

George-

All but 2 of the bid items are already in the contract. I just transfered the unit price numbers as such.

Our boring contractor will be in the area the second week in April and could take care of the bores then

if approved.

Thanks,
Pete

Pete Smith

Vice President

G Carter Construction Co, Inc.

Cell: 512-431-7249

DAILY REPORT OF FORCE ACCOUNT WORK
ON CHANGE ORDER NO. _____

G. CARTER

County: Williamson Project: US 183 Riva Ridge CSJ: 0151-04-064 Highway: US 183

Date: 12/16/10 Station: _____ to Station: _____

STATEMENT OF EQUIPMENT AND LABOR									
EQUIPMENT				LABOR					
Description	Hrs.	Rate	Amount	Classification and Name	Hours		Rate		Amount
					Reg.	O.T.	Reg.	O.T.	
2006 Chevy Crew Cab 2500 4 x 4	4	25.88	103.52	John White - Foreman	4.00		32.20		128.80
2007 Ford F250 Crew Cab 4 x 4	4	25.87	103.48	Mike Brown - Skilled Labor	4.00		22.74		90.96
2008 Ford Hydraulic Boom Truck Terex-RO 38,000 L	4	104.85	419.40	Matt Baker - Skilled Labor	4.00		18.68		74.72
Total			626.40	Total					294.48

ESP w/ Comp 1.15 = 720.36

LABOR w/ Comp 1.30 = 530.06

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE		
Description	Unit	Quantity
* Remove Illumination Poles and Wiring US 183 South Bound, South of the San Gabriel Bridge.		

G Carter Construction Co., Inc.

 Contractor

 Vice President

 Signature and Title

 Inspector

 Area Engineer

SUB TOTAL: 1250.42

DWCO Comp 1.06 = 1325.45 /

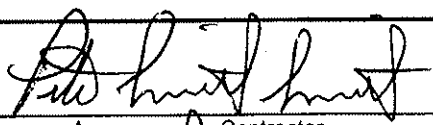
DAILY REPORT OF FORCE ACCOUNT WORK ON CHANGE ORDER NO. _____

County: Williamson Project: US 183 Riva Ridge CSJ: 0151-04-064 Highway: US 183

Date: 12/16/10 Station: _____ to Station: _____

STATEMENT OF EQUIPMENT AND LABOR									
EQUIPMENT				LABOR					
Description	Hrs.	Rate	Amount	Classification and Name	Hours		Rate		Amount
					Reg.	O.T.	Reg.	O.T.	
				John White - Foreman	4.00		32.20		128.80
				Mike Brown - Skilled Labor	4.00		22.74		90.96
				Matt Baker - Skilled Labor	4.00		18.68		74.72
2006 Chevy Crew Cab 2500 4 x 4	4	?							
2007 Ford F250 Crew Cab 4 x 4	4	?							
2008 Ford Hydraulic Boom Truck Terex-RO 38,000 LB	4	?							
Total				Total					294.48

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE		
Description	Unit	Quantity
* Remove Illumination Poles and Wiring US 183 South Bound, South of the San Gabriel Bridge.		



 Contractor

 by Vice President

 Signature and Title

Inspector

 Area Engineer



www.equipmentwatch.com

Rental Rate Blue Book®

February 24, 2011

On-Highway Light Duty Trucks

Miscellaneous Models

Size Class:
300 HP & Over

Configuration for On-Highway Light Duty Trucks

Power Mode	Gasoline	Cab Type	Crew
Axle Configuration	4X4	Ton Rating	1 1/2
Horsepower	300.0		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,080.00	\$300.00	\$75.00	\$11.00	\$20.45	\$26.59
Adjustments						
Region (Texas: 91.4%)	(\$92.88)	(\$25.80)	(\$6.45)	(\$0.95)		
Model Year (2007: 96.7%)	(\$32.57)	(\$9.05)	(\$2.26)	(\$0.33)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	\$954.55	\$265.15	\$66.29	\$9.72	\$20.45	\$25.87

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	57%	\$615.60 / mo
Overhaul (ownership)	26%	\$280.80 / mo
CFC (ownership)	7%	\$75.60 / mo
Indirect (ownership)	10%	\$108.00 / mo
Fuel (operating) @ \$2.85	79%	\$16.24 / hr

Revised Date: 2nd Half 2010



www.equipmentwatch.com

Rental Rate Blue Book®

February 24, 2011

On-Highway Light Duty Trucks

Miscellaneous Models

Size Class:
300 HP & Over

Configuration for On-Highway Light Duty Trucks

Power Mode	Gasoline	Cab Type	Crew
Axle Configuration	4X4	Ton Rating	1 1/2
Horsepower	300.0		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,080.00	\$300.00	\$75.00	\$11.00	\$20.45	\$26.59
Adjustments						
Region (Texas: 91.4%)	(\$92.88)	(\$25.80)	(\$6.45)	(\$0.95)		
Model Year (2006: 96.8%)	(\$31.59)	(\$8.77)	(\$2.19)	(\$0.32)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	\$955.53	\$265.43	\$66.36	\$9.73	\$20.45	\$25.88

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	57%	\$615.60 / mo
Overhaul (ownership)	26%	\$280.80 / mo
CFC (ownership)	7%	\$75.60 / mo
Indirect (ownership)	10%	\$108.00 / mo
Fuel (operating) @ \$2.85	79%	\$16.24 / hr

Revised Date: 2nd Half 2010



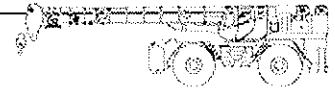
www.equipmentwatch.com

Rental Rate Blue Book®

February 24, 2011

Terex RT 555-1

Rough Terrain Hydraulic Cranes



Size Class:

Max. Lift Capacity: 50.0 - 65.9 MTons

Weight:

79,451 lbs.

Configuration for RT 555-1

Power Mode	Diesel	Axle Configuration	4 X 4 X 4
Maximum Boom Length	110.0 ft	Maximum Lift Capacity	50.00 MT
Net Horsepower	185.0		

Manufacturer Notes: Refer to LORAIN and P & H for other models.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$9,075.00	\$2,540.00	\$635.00	\$95.00	\$57.95	\$109.51
Adjustments						
Region (Texas: 91.6%)	(\$762.30)	(\$213.36)	(\$53.34)	(\$7.98)		
Model Year (2008: 99.3%)	(\$58.19)	(\$16.29)	(\$4.07)	(\$0.61)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	\$8,254.51	\$2,310.35	\$577.59	\$86.41	\$57.95	\$104.85

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39%	\$3,539.25 / mo
Overhaul (ownership)	45%	\$4,083.75 / mo
CFC (ownership)	9%	\$816.75 / mo
Indirect (ownership)	7%	\$635.25 / mo
Fuel (operating) @ \$3.07	40%	\$23.29 / hr

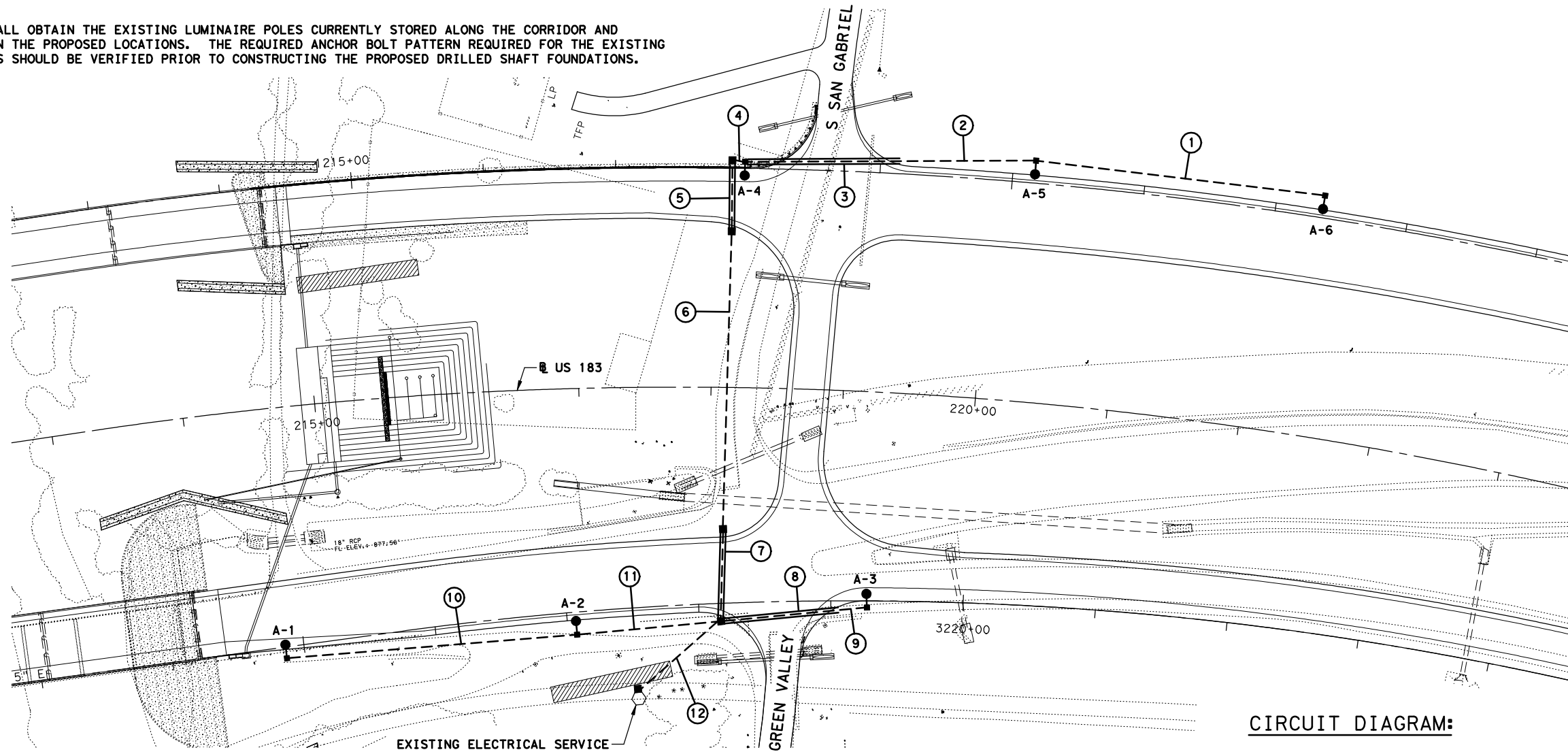
Revised Date: 1st Half 2011

NOTE:

CONTRACTOR SHALL OBTAIN THE EXISTING LUMINAIRE POLES CURRENTLY STORED ALONG THE CORRIDOR AND INSTALL THEM IN THE PROPOSED LOCATIONS. THE REQUIRED ANCHOR BOLT PATTERN REQUIRED FOR THE EXISTING LUMINAIRE BASES SHOULD BE VERIFIED PRIOR TO CONSTRUCTING THE PROPOSED DRILLED SHAFT FOUNDATIONS.

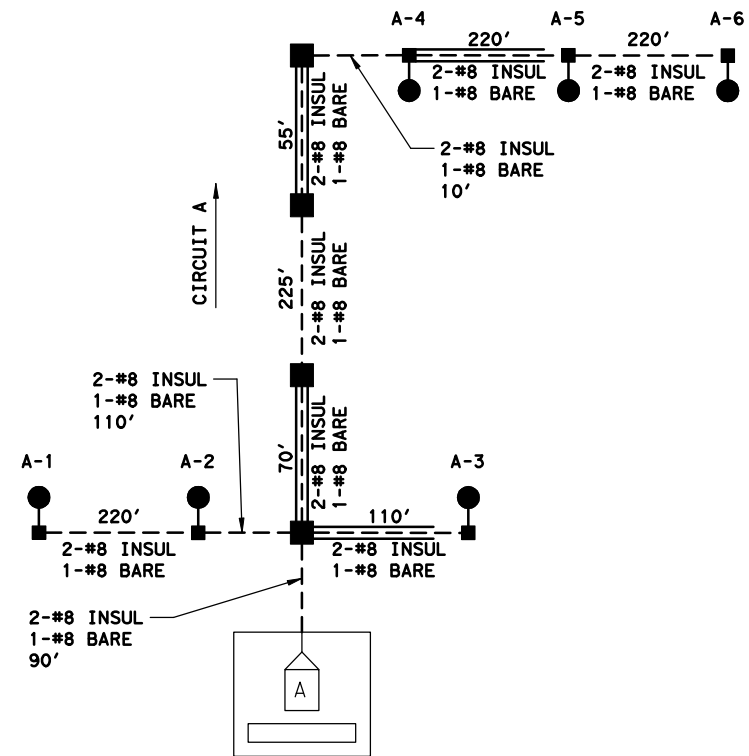
LEGEND:

- PROPOSED 40' LUMINAIRE POLE
○ EXISTING ELECTRICAL SERVICE
■ PROPOSED GROUND BOX
--- PROPOSED CONDUIT
=== PROPOSED CONDUIT (BORE)
ⓧ CONDUIT RUN NUMBER



CIRCUIT DIAGRAM:

CIRCUIT A



EXISTING ELECTRICAL SERVICE
240/480 VOLT
TYPE A SERVICE
CIRCUITS 'A'

ELEC. SERVICE NO.	STATION	ELECTRICAL SERVICE DESCRIPTION (SEE ED (4 & 5) - 03)	SERVICE CONDUIT SIZE	SERVICE CONDUCTORS NO./SIZE	MAIN CKT BKR POLE/AMP	TWO-POLE CONTACTOR AMPS	CIRCUIT NO.	BRANCH CKT BKR POLE/AMPS	BRANCH CIRCUIT AMPS	KVA LOAD
EXISTING		ELC SRV TY A 240/480 060 (NS)SS(E)SP(O)	1 1/4"	3/#2	2P/60	60	A	2P/10	4.5	2.16

CONVENTIONAL ILLUMINATION FIXTURE LOCATIONS AND TYPE						
POLE NO.	STATION	LOCATION	WATT	TYPE	STANDARD TYPE	
A-1	214+59	189.21' RT	250	HPS	INS RD IL AM (TY SA)	40T - 8 (.25 KW) S
A-2	216+94	185.92' RT	250	HPS	INS RD IL AM (TY SA)	40T - 8 (.25 KW) S
A-3	219+26	162.94' RT	250	HPS	INS RD IL AM (TY SA)	40T - 8 (.25 KW) S
A-4	218+23	170.71' LT	250	HPS	INS RD IL AM (TY SA)	40T - 8 (.25 KW) S
A-5	220+30	182.59' LT	250	HPS	INS RD IL AM (TY SA)	40T - 8 (.25 KW) S
A-6	222+38	182.47' LT	250	HPS	INS RD IL AM (TY SA)	40T - 8 (.25 KW) S

ESTIMATED QUANTITIES (THIS SHEET ONLY)			
ITEM-CODE	DESCRIPTION	UNIT	SHEET TOTAL
416-2029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	48
610-2064	RELOCATE RD IL ASM (TRANS - BASE)	EA	6
618-2018	CONDT (PVC) (SCHD 40) (2")	LF	1000
618-2019	CONDT (PVC) (SCHD 40) (2") (BORE)	LF	330
620-2011	ELEC CONDR (NO. 8) BARE	LF	1330
620-2012	ELEC CONDR (NO. 8) INSULATED	LF	2660
624-2008	GROUND BOX TY A (122311) W/ APRON	EA	5

CONDUIT AND CONDUCTOR SCHEDULE							
CIRCUIT	RUN NUMBER	CONDUIT		CONDUCTOR			
		# CONDUITS	CONDT (PVC) (SCHD 40) (2")	# CONDUITS	CONDT (PVC) (SCHD 40) (2") (BORE)	# CONDUCTORS	ELEC CONDR (NO. 8) BARE
A	1	1	220			1	220
A	2	1	105			1	105
A	3			1	115	1	115
A	4	1	10			1	10
A	5			1	55	1	55
A	6	1	225			1	225
A	7			1	70	1	70
A	8			1	90	1	90
A	9	1	20			1	20
A	10	1	110			1	110
A	11	1	220			1	220
A	12	1	90			1	90
TOTAL			1000		330		1330

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

RESPONSIBLE ENGINEER:
BROWN & GAY ENGINEERS, INC.
TBPE FIRM REGISTRATION NO 1046
JEFFREY A. DURSO, P.E.
TEXAS REGISTRATION NO. 95653

3/11/2011

BROWN & GAY Brown & Gay Engineers, Inc.
Houston • Fort Worth • Austin • Frisco

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Texas Department of Transportation

ILLUMINATION
PLAN LAYOUT
US 183
AT SOUTH SAN GABRIEL DR/
GREEN VALLEY DR

SCALE : 1"=100'		PROJECT NO.	
DWN : ON	CKD : JD	PTF 2009 (886)	
STATE	DIST. NO.	FED. RD. DIV. NO.	COUNTY
TEXAS	14	6	WILLIAMSON
CONT.	SECT.	JOB	HWY. NO.
0151	04	063,ETC	US 183

ESD #10 Board Appointment Commissioners Court - Regular Session

Date: 05/24/2011
Submitted By: Linda Wipff, Commissioner Pct. #4
Submitted For: Ron Morrison
Department: Commissioner Pct. #4
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving the appointment of Eldridge Tidwell to ESD #10 Board.

Background

Discuss and consider appointing Eldridge Tidwell to fill the position of ESD Board #10 for a two year term expiring on December 31, 2012.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Eldridge Tidwell](#)

Form Routing/Status

Form Started By: Linda Wipff Started On: 05/16/2011 10:39 AM
Final Approval Date: 05/16/2011

Williamson County
Application for Emergency Service District Board of Commissioners

Date: 4-7-11

Application for Emergency Service District Board of Commissioners

Name Eldridge Tidwell

Address P.O. Box 65

Home Phone # _____ Work Phone # _____

Cell Phone # 512-968-4787 Email _____

Do you live in the district and if so, for how long? 16 plus years

Do you own property in the district and if so, for how long? 16 plus years

Are you a registered voter? yes

Please describe any experience and/or training you may have that would qualify you for this position, especially experience in management, financial or budget oversight and/or fire or emergency services.

I have had fire training when I was at LCRA.
I have conducted ~~AAA~~ safety meetings at LCRA.
I had certified EMS at LCRA.

Please describe any community or public service in which you have participated in the last ten years.

Please explain briefly your reasons for interest in serving on the board.

Served Coupland ISD School Board

Served a Coupland Community Club

We support the CVFD in all the fund raising they have

Are you a relative of anyone who is employed by this ESD and/or Fire Department that serves the ESD?

Two Sons are Austin Fire fighters but not in Williamson County.

If yes, please name the relative and your relationship with him/her.

Ed Tidwell

Ronnie Tidwell Sons

Have you ever been convicted of a crime? If yes, please provide an explanation.

No

Please add any other relevant information.

Please attach additional pages if necessary.

Please submit your application along with a resume.

Amendment to the 2010 - 2011 Williamson County Wellness Program Commissioners Court - Regular Session

Date: 05/24/2011
Submitted By: Joyce Nemec, Human Resources
Department: Human Resources
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding an amendment to the 2010 - 2011 Williamson County Wellness Program

Background

Fiscal Impact

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

Attachments

Link: [Wellness Program Manual](#)

Form Routing/Status

Form Started By: Joyce Nemec Started On: 05/19/2011 08:04 AM
Final Approval Date: 05/19/2011



2010-2011

**WILLIAMSON COUNTY
ELIGIBLE EMPLOYEE, RETIREE, AND SPOUSE
WELLNESS PROGRAM**

Sponsored by the Williamson County Human Resources Department, with assistance from a variety of community resources. The Williamson County wellness program encourages each eligible employee, retiree, and spouse to adopt healthy lifestyle behaviors. Participation in the program is strictly voluntary. This program is now entering its 17th year and we commend each individual who has previously participated in the Wellness Program and welcome all new participants to this year's program.

Eligible participation for Employees, Retirees, and Spouses begins on their first day of Williamson County Medical plan coverage. You will continue to be eligible to participate in the Wellness Program from year to year based on enrollment in one of the Williamson County Medical plans.

This document outlines the procedures and requirements to participate in the Wellness Program which consists of a *Tobacco-free* Premium Discount on the Medical plan, Tobacco Cessation Program, Diabetes Program, and monetary reimbursement incentives for those who complete and submit an Affidavit of Annual Wellness Care, Affidavit of Annual Dental Care, 10 Week Nutrition, Exercise, Behavioral and Lifestyle Modification Program Reimbursement Form, and/or Tobacco Cessation Reimbursement Form.

To be eligible to participate in the program:

1) Employee: The eligibility requirements include filling a full time position and enrollment in one of the Williamson County Medical plans.

Retiree / Spouse: The eligibility requirements include enrollment in one of the Williamson County Medical plans.

2) You are eligible to participate until your employment is terminated, you change status to part time or seasonal, or you retire and do not have medical coverage with Williamson County. You must be enrolled in active Employee / Retiree Williamson County Medical plans **up through the end of the current Wellness Program year (October 31, 2011)** to be eligible for Wellness Program reimbursement in December 2011.

3) Employees and Spouses of the Employee out on an active military duty leave of absence for thirty (31) days or more are not eligible to participate in the Wellness Program during their leave of absence due to ineligibility for active employee enrollment in the Williamson County Medical plan. Eligibility to participate in the Wellness Program will be reinstated upon return to work and enrollment in one of the Williamson County Medical plans.

4) Employees and Spouses of the Employee out on Administrative Leave without Pay for thirty (31) days or more are not eligible to participate in the Wellness Program during their leave of absence due to ineligibility for active employee enrollment in the Williamson County Medical plan. Eligibility to participate in the Wellness Program will be reinstated upon return to work and enrollment in one of the Williamson County Medical plans.

5) If a former employee is re-hired within the same Wellness Program year, any Wellness points accrued prior to their last employment termination date will not be reinstated upon their re-hire date.

6) Wellness Affidavits for Annual Wellness Care and Annual Dental Care 11/1/2010-8/31/2011 must be received in the Human Resources Department no later than the last day of the following month after completion of the examination(s).

(i.e. For annual dental care completed on 1/13/2011, the wellness affidavit is due no later than 2/28/2011)

Wellness Affidavits for Annual Wellness Care and Annual Dental Care 9/1/2011-10/31/2011 must be received in the Human Resources Department by 10/31/2011.

(i.e. For annual dental care completed on 10/28/2011, the wellness affidavit is due no later than 10/31/2011)

Tobacco Cessation Reimbursement Form and 10 Week Nutrition, Exercise, Behavioral, and Lifestyle Modification Program Reimbursement Form may be submitted upon completion of all the requirements, but no later than 10/31/2011.

Wellness Affidavits and Reimbursement Forms may be submitted to the Human Resources Department one of five ways: Email wellness@wilco.org • Fax (512) 943-1535 • Interoffice Mail • Hand Deliver • U.S. Mail

Wellness Program Points / Reimbursement:

1) Throughout the Wellness Program year, the Human Resources Department reviews each affidavit and reimbursement form for fulfillment of the program requirements. Participant files will also be audited by the Williamson County Auditor's Office Internal Control Department. Approved payment of wellness program points / reimbursements to eligible employee and/or their spouse will be through the regular payroll process, is taxable, and subject to TCDRS retirement deductions. Payment to eligible retiree and/or their spouse will be through Accounts Payable and is not taxed or subject to TCDRS retirement deductions. However, retirees may be required to report this as income.

Maximum Wellness Program Reimbursement/Points Per Eligible Employee / Retiree / Spouse = \$125.00
Reimbursement for accrued points, up to the maximum of 125, will be paid out no later than 12/16/2011

Annual Wellness Care (100 points = \$100.00) examples listed below:

- Blood Pressure
- Weight and/or Body Mass Index
- Review and Update of your Immunization Status
- Review of your Health Risk Assessment and Targeted Counseling as Indicated
- Screenings / Tests as Recommended by U.S. Preventive Services Task Force (USPSTF) Clinical Prevention Guidelines and your Physician. Website: www.preventiveservices.ahrq.gov
- Initiation of discussions regarding Personal Health Care Preferences
- Coordination of Disease Management and Support Services

Health Risk Assessment (HRA):

The Health Risk Assessment (HRA) offered by UnitedHealthcare at www.myuhc.com must be completed every Wellness Program Year. **In order to accrue wellness points for annual wellness care the HRA certification of completion must be submitted with the completed Affidavit of Annual Wellness Care.**

Your Health Risk Assessment is confidential. You may choose to grant your health care provider access to review at an annual wellness care visit. You learn more about your current health status and your health risk factors, and receive information about free resources available through www.myuhc.com. This knowledge can help you as you set your own personal health goals. After completing the HRA, print the certificate of completion and submit with your completed Affidavit of Annual Wellness Care.

Annual Dental Care (25 points = \$25.00) examples listed below:

- Routine Exam and Cleaning
- X-Rays

Maximum Total Reimbursement for 10 Week Program Per Eligible Employee / Retiree / Spouse = \$150.00
Reimbursement, up to the maximum of \$150.00, will be processed no later than 30 days following approval

10 Week Nutrition, Exercise, Behavioral and Lifestyle Modification Program:

Eligible Employees / Retirees / Spouses may participate in a 10 Week Nutrition, Exercise, Behavioral and Lifestyle Modification Program with a certified instructor. Employees / Retirees / Spouses who complete the entire 10 Week program may request reimbursement of the course fee up to a maximum of \$150 per Employee / Spouse / Retiree per Wellness Program year.

To determine eligibility for reimbursement you must submit the following documentation and obtain prior approval from the Human Resources Department.

- Copy of the Program Outline with the following:
 - Certified Instructors Name and Facility Name
 - Specific Dates of the 10 Week Program
 - Course fee

Upon completion of the program you will need to submit a completed 10 Week Nutrition, Exercise, Behavioral, and Lifestyle Modification Program Reimbursement Form.

Maximum Total Reimbursement for Tobacco Cessation Aides Per Eligible Employee / Retiree / Spouse = \$300.00
Reimbursement, up to the maximum of \$300.00, will be processed no later than 30 days following approval

Tobacco Cessation:

Eligible Employees / Retirees / Spouses may participate in Tobacco Cessation Health Education Program Series. Upon completion participants may receive reimbursement for Tobacco Cessation Aides up to a maximum of \$300 per Employee / Retiree / Spouse per Wellness Program year. Tobacco Cessation Aides purchased prior to the start date of the Tobacco Cessation Health Education Series you are attending will not qualify for reimbursement.

Tobacco-free Premium Discount:

In order to qualify for the *Tobacco-free Premium Discount*, the following statements and acknowledgments must be made in an Affidavit for *Tobacco-free Premium Discount* that is to be executed by the employee and his or her spouse (if applicable):

Under penalty of perjury, I declare that I have not used any Tobacco Product after May 1, 2011 (collectively the "Standard"). I understand that I may be asked to submit a urine cotinine test **at any time**. Random cotinine testing of those claiming the *Tobacco-free Premium Discount* may be required at the discretion of Williamson County. If I falsely claim in an Affidavit for *Tobacco-free Premium Discount* that I have not used any Tobacco Product after May 1, 2011; if a false claim is made for the *Tobacco-free Premium Discount* on my enrollment for Williamson County Medical Plan Coverage; if I refuse to submit a urine cotinine test at any time; and/or if I have a positive* cotinine test, I understand that, in addition to any remedies available under the Affidavit for *Tobacco-free Premium Discount*, I will be obligated to pay the applicable Williamson County Medical plan premium required of those individuals that use a Tobacco Product and that my Williamson County Medical plan payroll deduction will immediately increase to the appropriate Williamson County Medical Plan premium required of those that use a Tobacco Product.

****For purposes of this Tobacco-free Premium Discount program a positive cotinine test shall mean 200 ng / ml or greater.***

If it is unreasonably difficult due to a medical condition for you or your spouse (if applicable) to achieve the above Standard for the reward under this program (Tobacco-free Premium Discount), or if it is medically inadvisable as determined by documentation submitted by your physician or your spouse's physician (if applicable) for you and/or your spouse (if applicable) to attempt to achieve the above Standard for the reward under this program (Tobacco-free Premium Discount), please immediately call the Williamson County Human Resources Department at (512) 943-1533 and we will work with you and/or your spouse (if applicable) to develop another way for you and/or your spouse (if applicable) to qualify for the Tobacco-Free Premium Discount.

The Affidavit for *Tobacco-free Premium Discount* may be submitted as early as May 1, 2011 but no later than June 30, 2011 for benefit plan year November 1, 2011 – October 31, 2012. *Tobacco-free Premium Discount* (amount to be determined) is effective November 1, 2011. Note: If both the Employee and Spouse are enrolled in the Williamson County Medical Plan, both the employee and spouse must be tobacco-free in order to be eligible for the discount.

Benefits effective on or after July 1, 2011: The Affidavit for *Tobacco-free Premium Discount* must be submitted within 5 calendar days of receipt. *Tobacco-free Premium Discount* (amount to be determined) is effective November 1, 2011. Note: If both the Employee and Spouse are enrolled in the Williamson County Medical Plan, both the employee and spouse must be tobacco-free in order to be eligible for the discount.

As defined in the Williamson County Policy Manual:

Tobacco Use: Tobacco Use shall mean and include the lighting, holding, carrying of, inhaling and exhaling of the smoke of a Tobacco Product, which includes but is not limited to the carrying or holding of a lighted pipe, cigar or cigarette or any other lighted smoking equipment or device. Tobacco Use shall also mean the oral use of any type of Tobacco Product.

Tobacco Product: The product derived from the dried leaves of any one of the various species of Nicotine, including but not limited to the species Nicotine Tabacum, the broad leafed American plant, which is utilized for smoking, dipping and/or chewing.

Tobacco Cessation Program:

Eligible Employees / Retirees / Spouses may participate in a no cost Tobacco Cessation Health Education Series administered by the Williamson County & Cities Health District (WCCHD). This series consist of four (4) health education classes and three (3) support group classes with the EAP Provider. For information about the series or to register, contact (512) 248-3252 or healthed@wcchd.org.

Diabetes Program:

Eligible Employees / Retirees / Spouses may enroll in the Rxperts Health Partners Diabetes Program consisting of appointments with a specially trained pharmacist (pharmacist coach) including:

- Review of medication regimen
- Discuss diet, exercise, nutrition, and stress management goals
- Ensure you are getting certain laboratory tests, vaccines, and preventive care

Once you have completed the enrollment process and your initial appointment with the pharmacist, your out-of-pocket patient responsibility for the approved diabetes medication / supplies and cardiovascular medications will be paid for by your Williamson County Benefits Plans and Programs provided that you follow the appointment schedule established between you and your pharmacist coach.

For information about the Diabetes Program or to enroll, contact (512) 943-1533 or wellness@wilco.org.

Eligible Employees / Retirees / Spouses may participate in a no cost Diabetes Education Program Series administered by the Williamson County & Cities Health District (WCCHD). This series consist of six (6) health education classes.

For information about the series or to register, contact (512) 248-3252 or healthed@wcchd.org.

Wellness Program inquiries should be directed to:

HR Generalist, Risk Analyst
(512) 943-1533 *phone*
(512) 943-1535 *fax*
wellness@wilco.org

Website: [Williamson County Internal Portal](#)

Please continue to scroll down for the following documents:

Letter to Employee and Physician / Health Care Provider

Affidavit of Annual Wellness Care

Affidavit of Annual Dental Care

10 Week Nutrition, Exercise, Behavioral, and Lifestyle Modification Program Reimbursement Form

Affidavit for *Tobacco-free* Premium Discount

Tobacco Cessation Reimbursement Form

Rxperts Health Partners Diabetes Program Overview

2010-2011 WILLIAMSON COUNTY WELLNESS PROGRAM



Dear Fellow Employee:

As we constantly seek to improve the effectiveness and efficiency of our benefit plans and programs we sought to incorporate your feedback with the changes made to the 2010-2011 Wellness Program. As you probably know, as a self-insured group we are always looking for ways to control our costs and improve the health of our employees and their families. To that end there is probably no more important relationship than that between you and your primary care physician. It is our hope this affidavit will help you utilize the preventive care services available to you through our health plan options and to partner with your health care provider to get those screenings, tests, and services most appropriate for you.

Dear Physician / Health Care Provider:

Thank you for taking care of Williamson County Colleagues and/or their Family. Our Benefits Committee values your care and concern for their well-being as evidenced by your willingness to serve as their medical home for preventive as well as acute care needs. In order to support and incentivize our employee's attempts to remain healthy and practice prevention we continue to explore ways to improve our benefits, incentives, health consumer education, and have even considered establishing dedicated clinics for members enrolled in the Williamson County Medical Plan.

However, first we want to be sure we have fully leveraged the benefit and access that your practice provides with a medical home commitment in acknowledgement of how preventive services are incorporated as feasible into primary care and through continuity of care over time. We strongly believe that our member's choice, privacy, and relationship with you is the most important factor in our combined goal of ensuring quality care that is also cost effective.

Following is the 2010-2011 Affidavit of Annual Wellness Care.

Thank you,

Williamson County Human Resources Department and Associates

(512) 943-1533 *phone*

(512) 943-1535 *fax*

wellness@wilco.org

2010-2011 WILLIAMSON COUNTY
WELLNESS PROGRAM



AFFIDAVIT OF ANNUAL WELLNESS CARE

Employee / Retiree / Spouse Printed Name: _____ Date: _____

The Health Risk Assessment (HRA) offered by UnitedHealthcare at www.myuhc.com must be completed every Wellness Program Year. The HRA certification of completion **must** be submitted with the Affidavit of Annual Wellness Care.

The intent of this affidavit is to incentivize establishing a medical home where comprehensive wellness care, such as the examples listed below, have been documented in the patient's medical record.

Annual Wellness Care (100 points)

- Blood Pressure
- Weight and/or Body Mass Index
- Review and Update of your Immunization Status
- Review of your Health Risk Assessment and Targeted Counseling as Indicated
- Screenings / Tests as Recommended by U.S. Preventive Services Task Force (USPSTF) Clinical Prevention Guidelines and your Physician. Website: www.preventiveservices.ahrq.gov*
- Initiation of discussions regarding Personal Health Care Preferences
- Coordination of Disease Management and Support Services

☐ Check here if your practice is recognized under the NCQA PCC-PCMH** program and circle level: 1 2 3

PRINTED NAME OF HEALTH CARE PROVIDER

SIGNATURE OF HEALTH CARE PROVIDER

I, the undersigned Employee / Retiree / Spouse have read the Wellness Program Reimbursement Procedures and Requirements, and hereby certify that I have fulfilled the above requirements for reimbursement. By signing below, I hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

EMPLOYEE #

EMAIL ADDRESS (optional)

SIGNATURE OF EMPLOYEE / RETIREE / SPOUSE

Date: _____, 20____

Please retain a copy of this document for your records before submitting to the Human Resources Department.

Wellness Affidavits may be submitted to the Human Resources Department one of five ways:

Email wellness@wilco.org • Fax (512) 943-1535 • Interoffice Mail • Hand Deliver • U.S. Mail

Wellness Affidavits must be received in the Human Resources Department no later than the last day of the following month after completion of the examination(s). Examination(s) completed 9/1/2011 – 10/31/2011 must be received in the Human Resources Department by October 31, 2011.

*Not all screenings / tests are recommended every year. Your provider will recommend how often you should be tested.

**National Committee for Quality Assurance, <http://www.ncqa.org/tabid/631/Default.aspx>.

2010-2011 WILLIAMSON COUNTY
WELLNESS PROGRAM



AFFIDAVIT OF ANNUAL DENTAL CARE

Employee / Retiree / Spouse Printed Name: _____ Date: _____

Annual Dental Care (25 points) for an adult generally includes:

- Routine Exam and Cleaning
- X-Rays

PRINTED NAME OF DENTAL CARE PROVIDER

SIGNATURE OF DENTAL CARE PROVIDER

I, the undersigned Employee / Retiree / Spouse have read the Wellness Program Reimbursement Procedures and Requirements, and hereby certify that I have fulfilled the above requirements for reimbursement. By signing below, I hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

EMPLOYEE # EMAIL ADDRESS (optional)

SIGNATURE OF EMPLOYEE / RETIREE / SPOUSE

Date: _____, 20____

Please retain a copy of this document for your records before submitting to the Human Resources Department.

Wellness Affidavits may be submitted to the Human Resources Department one of five ways:

Email wellness@wilco.org • Fax (512) 943-1535 • Interoffice Mail • Hand Deliver • U.S. Mail

Wellness Affidavits must be received in the Human Resources Department no later than the last day of the following month after completion of the examination(s). Examination(s) completed 9/1/2011 – 10/31/2011 must be received in the Human Resources Department by October 31, 2011.

10 Week Nutrition, Exercise, Behavioral, and Lifestyle Modification Program Reimbursement Form



Employee / Retiree Printed Name (First, Middle, Last):	Participants Printed Name:
Address:	Phone Number:
Employee /Retiree ID Number:	Email Address:
Name and Address of Facility:	Date of Completion:
Certified Instructor Printed Name:	
Certified Instructor Signature:	

1. Participate in an approved 10 Week Program Nutrition, Exercise, Behavioral, and Lifestyle Modification Program.
2. Upon completion of the program participants may receive reimbursement of the course fee up to a maximum of \$150 per Eligible Employee / Retiree / Spouse per Wellness Program year.
3. Send completed reimbursement form, copy of receipt including the facility name, payment date, course fee, and certificate of completion to the Human Resources Department by October 31, 2011.
4. Participants may be contacted by the Human Resources Department if additional documentation or information is needed for reimbursement approval.
5. A Human Resources representative will review; if approved, will sign and forward to the Payroll Department.
6. Reimbursements will be processed no later than 30 days following approval.

I, the undersigned Employee / Retiree / Spouse have read the Wellness Program Reimbursement Procedures and Requirements, and hereby certify that I have fulfilled the above requirements for reimbursement. By signing below, I hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

EMPLOYEE # _____	EMAIL ADDRESS (optional) _____	SIGNATURE OF EMPLOYEE / RETIREE / SPOUSE _____
------------------	--------------------------------	--

Date: _____, 20____

Reimbursement Forms may be submitted to the Human Resources Department one of five ways:
Email wellness@wilco.org • Fax (512) 943-1535 • Interoffice Mail • Hand Deliver • U.S. Mail

I have verified the information on this form and approve the following for reimbursement.	
_____ Human Resources Representative Signature	_____ Date Signed
01.0885.0885.004996 Budget Line Item Number	_____ Amount Approved

2010-2011 WILLIAMSON COUNTY
WELLNESS PROGRAM



AFFIDAVIT FOR TOBACCO-FREE PREMIUM DISCOUNT

Under penalty of perjury, I declare that I have not used any Tobacco Product after May 1, 2011 (collectively the "Standard"). I understand that I may be asked to submit a urine cotinine test **at any time**. Random cotinine testing of those claiming the *Tobacco-free* Premium Discount may be required at the discretion of Williamson County. If I falsely claim herein that I have not used any Tobacco Product after May 1, 2011; if a false claim is made for the *Tobacco-free* Premium Discount on my enrollment for Williamson County Medical Plan Coverage; if I refuse to submit a urine cotinine test at any time; and/or if I have a positive* cotinine test at any time, I understand that, in addition to any other remedies set forth herein below, I will be obligated to pay the applicable Williamson County Medical plan premium required of those individuals that use a Tobacco Product and that my Williamson County Medical plan payroll deduction will immediately increase to the appropriate Williamson County Medical Plan premium required of those that use a Tobacco Product.

***For purposes of this *Tobacco-free Premium Discount* program, a positive cotinine test shall mean 200 ng / ml or greater.**

If it is unreasonably difficult due to a medical condition for you or your spouse (if applicable) to achieve the above Standard for the reward under this program (Tobacco-free Premium Discount), or if it is medically inadvisable as determined by documentation submitted by your physician or your spouse's physician (if applicable) for you and/or your spouse (if applicable) to attempt to achieve the above Standard for the reward under this program (Tobacco-free Premium Discount), please immediately call the Williamson County Human Resources Department at (512) 943-1533 and we will work with you and/or your spouse (if applicable) to develop another way for you and/or your spouse (if applicable) to qualify for the Tobacco-free Premium Discount.

As defined in the Williamson County Policy Manual:

Tobacco Use: Tobacco Use shall mean and include the lighting, holding, carrying of, inhaling and exhaling of the smoke of a Tobacco Product, which includes but is not limited to the carrying or holding of a lighted pipe, cigar or cigarette or any other lighted smoking equipment or device. Tobacco Use shall also mean the oral use of any type of Tobacco Product.

Tobacco Product: The product derived from the dried leaves of any one of the various species of Nicotine, including but not limited to the species Nicotine Tabacum, the broad leafed American plant, which is utilized for smoking, dipping and/or chewing.

I, the undersigned Employee, Retiree, or Spouse, have read the Wellness Program Procedures and Requirements, and hereby certify that I have fulfilled the above requirements for the Tobacco-Free Premium Discount. I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this affidavit. I, by the act of signing below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct. I further understand that if I have made a false claim hereunder that such false claim may cause my Williamson County Health Benefits to be immediately terminated and/or result in denial of any future participation in any Williamson County Benefits Programs. Furthermore, if the facts sworn to hereunder become untrue due to my actions, I must notify the Williamson County Human Resources Department of such fact. If I fail to so notify said department that statements made herein by me are no longer true and correct, my failure may cause my Williamson County Health Benefits to be immediately terminated and/or result in denial of any future participation in any Williamson County Benefit Plans and Programs.

EMPLOYEE # _____ EMAIL ADDRESS (optional) _____

SIGNATURE OF EMPLOYEE / RETIREE / SPOUSE _____

Date: _____, 20____

PRINTED NAME OF EMPLOYEE / RETIREE / SPOUSE _____

Please retain a copy of this document for your records before submitting to the Human Resources Department.

The Affidavit for *Tobacco-free* Premium Discount may be submitted as early as May 1, 2011 but no later than June 30, 2011 for benefit plan year November 1, 2011 – October 31, 2012. *Tobacco-free* Premium Discount (amount to be determined) is effective November 1, 2011. Note: If both the Employee and Spouse are enrolled in the Williamson County Medical Plan, both the employee and spouse must be *Tobacco-free* in order to be eligible for the discount.

Wellness Affidavits may be submitted to the Human Resources Department one of five ways:

Email wellness@wilco.org • Fax (512) 943-1535 • Interoffice Mail • Hand Deliver • U.S. Mail

2010-2011 WILLIAMSON COUNTY

WELLNESS PROGRAM

AFFIDAVIT FOR TOBACCO-FREE PREMIUM DISCOUNT



Benefits effective on or after July 1, 2011

Under penalty of perjury, I declare that I have not used any Tobacco Product since my employment began with Williamson County on _____ (collectively the "Standard"); OR

Under penalty of perjury, I declare that I have not used any Tobacco Product since my benefits family status change became effective on _____ (collectively the "Standard").

I understand that I may be asked to submit a urine cotinine test **at any time**. Random cotinine testing of those claiming the Tobacco-free Premium Discount may be required at the discretion of Williamson County. If I falsely claim herein that I have not used any Tobacco Product since the date stated above; if a false claim is made for the Tobacco-free Premium Discount on my enrollment for Williamson County Medical Plan Coverage; if I refuse to submit a urine cotinine test at any time; and/or if I have a positive* cotinine test at any time, I understand that, in addition to any other remedies set forth herein below, I will be obligated to pay the applicable Williamson County Medical plan premium required of those individuals that use a Tobacco Product and that my Williamson County Medical plan payroll deduction will immediately increase to the appropriate Williamson County Medical Plan premium required of those that use a Tobacco Product.

***For purposes of this Tobacco-free Premium Discount program, a positive cotinine test shall mean 200 ng / ml or greater.**

If it is unreasonably difficult due to a medical condition for you or your spouse (if applicable) to achieve the above Standard for the reward under this program (Tobacco-free Premium Discount), or if it is medically inadvisable as determined by documentation submitted by your physician or your spouse's physician (if applicable) for you and/or your spouse (if applicable) to attempt to achieve the above Standard for the reward under this program (Tobacco-free Premium Discount), please immediately call the Williamson County Human Resources Department at (512) 943-1533 and we will work with you and/or your spouse (if applicable) to develop another way for you and/or your spouse (if applicable) to qualify for the Tobacco-free Premium Discount.

As defined in the Williamson County Policy Manual:

Tobacco Use: Tobacco Use shall mean and include the lighting, holding, carrying of, inhaling and exhaling of the smoke of a Tobacco Product, which includes but is not limited to the carrying or holding of a lighted pipe, cigar or cigarette or any other lighted smoking equipment or device. Tobacco Use shall also mean the oral use of any type of Tobacco Product.

Tobacco Product: The product derived from the dried leaves of any one of the various species of Nicotine, including but not limited to the species Nicotine Tabacum, the broad leafed American plant, which is utilized for smoking, dipping and/or chewing.

I, the undersigned Employee, Retiree, or Spouse, have read the Wellness Program Procedures and Requirements, and hereby certify that I have fulfilled the above requirements for the Tobacco-Free Premium Discount. I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this affidavit. I, by the act of signing below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct. I further understand that if I have made a false claim hereunder that such false claim may cause my Williamson County Health Benefits to be immediately terminated and/or result in denial of any future participation in any Williamson County Benefits Programs. Furthermore, if the facts sworn to hereunder become untrue due to my actions, I must notify the Williamson County Human Resources Department of such fact. If I fail to so notify said department that statements made herein by me are no longer true and correct, my failure may cause my Williamson County Health Benefits to be immediately terminated and/or result in denial of any future participation in any Williamson County Benefit Plans and Programs.

EMPLOYEE # _____ EMAIL ADDRESS (optional) _____

SIGNATURE OF EMPLOYEE / RETIREE / SPOUSE _____

Date: _____, 20____

PRINTED NAME OF EMPLOYEE / RETIREE / SPOUSE _____

Please retain a copy of this document for your records before submitting to the Human Resources Department.

The Affidavit for Tobacco-free Premium Discount must be submitted within 5 days of receipt for benefit plan year November 1, 2011 – October 31, 2012. Tobacco-free Premium Discount (amount to be determined) is effective November 1, 2011. Note: If both the Employee and Spouse are enrolled in the Williamson County Medical Plan, both the employee and spouse must be Tobacco-free in order to be eligible for the discount.

Wellness Affidavits may be submitted to the Human Resources Department one of five ways:

Email wellness@wilco.org • Fax (512) 943-1535 • Interoffice Mail • Hand Deliver • U.S. Mail

Tobacco Cessation Reimbursement Form



Employee / Retiree Printed Name (First, Middle, Last):		Participants Printed Name:
Address:		Phone Number:
Employee /Retiree ID Number:		Email Address:
Tobacco Cessation Aides: <input type="checkbox"/> Zyban* <input type="checkbox"/> Lozenges <input type="checkbox"/> Inhaler* <input type="checkbox"/> Patch <input type="checkbox"/> Chantix* <input type="checkbox"/> Gum *Prescription Required <input type="checkbox"/> Other: _____		Amount of reimbursement requested: \$ _____ (Cannot exceed total of \$300 per Eligible Employee / Retiree / Spouse)

1. Participate in the Tobacco Cessation Health Education Program Series administered by the Williamson County & Cities Health District.
2. Upon completion of the program participants may receive reimbursement for tobacco cessation aides up to a maximum of \$300 per Eligible Employee / Retiree / Spouse per Wellness Program year. (Note: Tobacco Cessation Aides purchased prior to the start date of the Tobacco Cessation Health Education Series you are attending will not qualify for reimbursement.)
3. Send completed reimbursement form, copy of your receipt(s) including participant name, name and total cost of prescription / over-the-counter aide, and certificate of completion for the series to the Human Resources Department by October 31, 2011.
4. Participants may be contacted by the Human Resources Department if additional documentation or information is needed for reimbursement approval.
5. A Human Resources representative will review; if approved, will sign and forward to the Payroll Department.
6. Reimbursement will be processed no later than 30 days following approval.

I, the undersigned Employee / Retiree / Spouse have read the Wellness Program Reimbursement Procedures and Requirements, and hereby certify that I have fulfilled the above requirements for reimbursement. By signing below, I hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

EMPLOYEE # _____ EMAIL ADDRESS (optional) _____

SIGNATURE OF EMPLOYEE / RETIREE / SPOUSE _____

Date: _____, 20____

Reimbursement Forms may be submitted to the Human Resources Department one of five ways:
Email wellness@wilco.org • Fax (512) 943-1535 • Interoffice Mail • Hand Deliver • U.S. Mail

I have verified the information on this form and approve the following for reimbursement.	
_____ / _____ Human Resources Representative Signature Date Signed	
01.0885.0885.004996 / _____ Budget Line Item Number Amount Approved	

Diabetes Program Overview

The WILCO Diabetes Program is a health care initiative that involves individuals who have been diagnosed with diabetes. This innovative program revolves around the coordinated efforts of each employer, local health care providers-including pharmacists, physicians, health educators, and health insurers to enable employees to better manage their disease. The program provides counseling, education and skill development training that leads to the award of a self-management credential. Financial incentives for participating employees, employers and health care providers underpin the program. Based on results from the successful *Asheville Project* that used similar approaches, it is anticipated that this program will result in healthier individuals, fewer hospitalizations, reduced medical expenses, and reduced absenteeism.

The primary elements of the program include:

- Identifying and enrolling employees and beneficiaries who have diabetes, and are covered by the employer's health plan
- Contracting with a local network of pharmacists that will provide the appropriate pharmaceutical care and counseling to help patients effectively manage their diabetes
- Assessing each patient's understanding of his/her diabetes
- Tailoring and conducting an educational and skills training program for each patient
- Preliminarily assessing each patient's health and reinforcing the physician's treatment plan
- Periodically, evaluating each patient's knowledge, skills, and performance
- Awarding a Patient Self-Management Credential upon demonstration of successful performance
- Establishing a secure collection mechanism and maintaining a confidential data source that can track and analyze aggregate outcome data for purposes of developing statistical comparisons of improved patient health and total health care savings for employer
- Evaluating and reporting results of program.

What is exciting and different about this new health care program is that the success of the program, in large part, depends on the *Patient's* active participation in his/her own care. The program is designed to help *Patients* maintain good control over their diabetes by helping him/her learn how to better self-manage their condition.

Over a 12-month period, *Patients* will meet at regularly scheduled times with the health care team – the physician, pharmacist, and other specialists. The *Patient* will be a full-fledged member of this team and will help develop a treatment and education support plan that (a) meets his/her individual health care needs and (b) provides the education and skill training that he/she needs to earn the patient self-management credential in diabetes.

Each member of the health care team will be responsible for keeping each other informed about actions taken on the *Patient's* behalf, including those responsibilities that the *Patient* must fulfill. For instance, the pharmacist will keep the physician informed about services provided and their outcomes. The physician, in turn, may notify the pharmacist when a change in the treatment plan is indicated. When patients are referred to community health education resources for additional education and training, the provider will send progress reports to the pharmacist and physician. The *Patient* will be expected to keep the team informed as to his/her progress or problems that are encountered in self-managing diabetes.

FY 2012 Food Service Renewal Contact Commissioners Court - Regular Session

Date: 05/24/2011
Submitted By: Robyn Murray, Juvenile Services
Submitted For: Robyn Murray
Department: Juvenile Services
Contract Oversight:
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving FY 2012 Food Service Renewal Contract for Juvenile Services.

Background

Under Texas Department of Agriculture standards, food service contracts may be renewed for four years before going out for re-bid. The Department has received approval from TDA to initiate first year of four renewals contracting with Aramark.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Link: [Food Services Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	05/18/2011 03:21 PM	APRV
2	Jim Gilger	Jim Gilger	05/18/2011 03:23 PM	APRV
3	Budget	Ashlie Koenig	05/19/2011 07:48 AM	APRV
4	County Judge Exec Asst.	Wendy Coco	05/19/2011 08:44 AM	APRV

Form Started By: Robyn Murray
 Started On: 05/18/2011 03:11 PM
 Final Approval Date: 05/19/2011



WILLIAMSON COUNTY JUVENILE SERVICES

Making a difference in our community: creating opportunities for positive change through hope, empowerment, prevention and accountability.

March 9, 2011

David Kimmel
Vice President Finance
ARAMARK Corrections Services, LLC
ARAMARK Tower
1101 Market Street
Philadelphia, PA 19107

Re: Amendment No. 1 to Contract 10WCAP109 for Food Services Management

Dear Mr. Kimmel:

This letter shall confirm the understanding between you and our representatives that effective July 1, 2011, the Food Services Management Contract 10WCAP109 between **WILLIAMSON COUNTY JUVENILE FACILITY ("SFA")** and **ARAMARK CORRECTIONAL SERVICES, LLC ("FSMC")** effective July 1, 2010, ("Contract") shall be amended as follows:

1. Section III.A.8, Definitions, is deleted in its entirety and replaced with the following:

"8. "Effective Date" means July 1, 2011."

2. Section III.B.1, Scope and Purpose, is deleted in its entirety and replaced with the following:

"1. Duration of Contract. Unless it is terminated in accordance with Section L, this Contract will be in effect for a period of one year commencing on July 1, 2011, and terminating on June 30, 2012, and may be renewed for three (3) additional term(s) of one year each upon mutual agreement between SFA and FSMC."

3. Section III.J.4.a, Financial Terms. The box contained in Section III.J.4.a is deleted in its entirety and replaced with the following:

"Fixed Price Per Meal/Meal Equivalent:

Breakfast	\$2.82
Lunch	\$2.82
Snack	\$ 1.97"

In all other respects, the Contract shall remain in full force and effect. This letter shall be attached to, and become part of, the Contract.

If the foregoing is in accordance with your understanding, please sign, date, and return the enclosed copy of this letter at your convenience

WILLIAMSON COUNTY JUVENILE FACILITY

By: _____

Name: _____

Title: _____

ARAMARK CORRECTIONAL SERVICES, LLC

By: David Kimmel

Name: David Kimmel

Title: Vice President Finance

Administrative Office 1821 S.E. Inner Loop Suite # 1 Georgetown, TX 78626 OFC 512-943-3200 FAX 512-943-3209	Juvenile Detention Center 1821 S.E. Inner Loop Suite # 4 Georgetown, TX 78626 OFC 512-943-3232 FAX 512-943-3253	Williamson County Academy 1821 S.E. Inner Loop Suite # 3 Georgetown, TX 78626 OFC 512-943-3255 FAX 512-943-3290	Cedar Park Satellite Office 350 Discovery Blvd. Suite # 105 Cedar Park, TX OFC 512-260-4230 FAX 512-260-4235	Round Rock Satellite Office 211 Commerce Cove Suite # 105 Round Rock, TX 78664 OFC 512-248-3230 FAX 512-248-3236	Taylor Satellite Office 412 Vance Taylor, TX 76574 OFC 512-238-2130 FAX 512-238-2131
---	---	---	--	--	---

RECEIVED

APR 27 2011

JUVENILE SERVICES DEPT
WILLIAMSON COUNTY



Correctional Services

THE ARAMARK TOWER

1101 MARKET STREET

25TH FLOOR

PHILADELPHIA, PA 19107

1-800-999-8989

04/18/2011

Robin Murray
Williamson County Juvenile Services
1821 SE Inner Loop
Georgetown, Texas 78626

Dear Robin,

As you know, ARAMARK Correctional Services, LLC ("ARAMARK") currently provides food services to the Williamson County Juvenile Detention Services pursuant to a food service agreement dated July 21, 2009 (the "Agreement"). This Agreement allows the fixed price per meal to be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home, South-Size Class B/C (mid-sized and small population metropolitan area with fewer than 1.5 million, CPI).

The aforementioned CPI change for March 2011 is 1.59%. Attached for your reference is a copy of the U.S. Department of Labor's report from March 2011.

In accordance with our Agreement, ARAMARK is requesting a price increase of 1.59%. The new price per meal shall be effective as of July 01, 2011 and shall continue through June 30, 2012. Below are the current and proposed prices:

	Current Price per Meal	Proposed Price per Meal
Breakfast	\$2.790	\$2.834
Lunch	\$2.790	\$2.834
Snack	\$1.950	\$1.981

Please let me know if you have any questions regarding the above.

Sincerely,

Eddie Noriega
District Manager
ARAMARK Correctional Services
832-771-8853
Noriega-eddie@aramark.com

GO BEYOND
FOR YOU. WITH YOU.

CELEBRATING OVER **30** YEARS
OF SERVICE TO PUBLIC SAFETY

Consumer Price Index - All Urban Consumers

Original Data Value

Series Id: CUURX300SEFV, CUUSX300SEFV
 Not Seasonally Adjusted
 Area: South - Size Class B/C
 Item: Food away from home
 Base Period: DECEMBER 1997=100
 Years: 2001 to 2011

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2001	107.5	107.8	108.1	108.1	108.2	108.4	108.9	109.3	109.5	110.0	109.7	110.1	108.8	108.0	109.6
2002	110.1	110.3	110.4	110.4	110.8	111.0	111.4	111.5	111.8	112.0	112.0	112.6	111.2	110.5	111.9
2003	112.8	113.0	113.1	113.2	113.2	113.5	113.7	114.0	114.3	114.7	114.8	115.2	113.8	113.1	114.5
2004	115.3	115.7	115.8	116.4	116.6	116.6	117.7	118.0	118.2	118.5	118.3	118.5	117.1	116.1	118.2
2005	118.6	119.0	119.4	119.7	120.1	120.5	121.0	121.4	121.8	122.1	122.4	122.5	120.7	119.6	121.9
2006	123.0	123.2	123.5	123.8	124.0	124.3	124.4	124.5	124.8	125.1	125.5	125.8	124.3	123.6	125.0
2007	126.059	126.498	126.785	127.156	127.552	127.927	128.670	129.221	129.918	130.429	130.804	130.761	128.482	126.998	129.967
2008	131.324	131.837	132.418	132.678	133.040	133.662	134.440	135.030	135.572	136.385	136.887	137.561	134.236	132.493	135.979
2009	138.415	138.817	139.006	139.250	139.548	139.844	139.832	139.925	140.061	140.320	140.684	140.708	139.701	139.147	140.255
2010	140.752	140.785	140.935	141.168	141.450	141.899	141.874	142.010	142.255	141.982	142.219	141.871	141.600	141.165	142.035
2011	142.186	143.015	143.182												
CPI %	1.02%	1.58%	1.59%												

EXHIBIT A

U. S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility, and
Voluntary Exclusion-Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

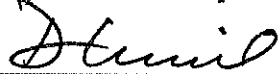
- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARAMARK Correctional Services, LLC
Organization Name

10WCAP109
PR/Award Number or Project Name

David Kimmel
Name of Authorized Representative

Vice President - Finance
Title


Signature

3/17/11
Date

EXHIBIT A (Continued)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from that covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

EXHIBIT A (Continued)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT B

ANTI-COLLUSION AFFIDAVIT

STATE OF PENNSYLVANIA)

COUNTY OF PHILADELPHIA)

David Kimmel, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

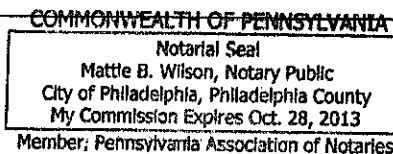
David Kimmel

By: David Kimmel
ARAMARK Correctional Services, LLC
Vice President - Finance

Subscribed and sworn before me this 17th day of March, 2011.

Notary Public (or Clerk or Judge) Mattie B. Wilson

My commission expires _____



PROCUREMENT

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, And Contracts Exceeding \$100,000 in Federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

ARAMARK Correctional Services, LLC

1101 Market Street

Philadelphia, PA 19107

Name/Address of Organization

David Kimmel, Vice President - Finance

Name/Title of Submitting Official

Signature

Date

*Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure.)*

N/A

FSMC Guidance for SFAs – June 1995
Appendix F – Lobbying Certification

PROCUREMENT

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., **Request for Proposal** (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

**determination letter Chisholm Trail SUD - SH 195 relocation
Commissioners Court - Regular Session**

Date: 05/24/2011
Submitted By: Gary Boyd, Parks
Submitted For: Gary Boyd
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Determination Letter for mitigation enrollment on 8.4 acres covering easement along SH 195 for water utility line relocation by Chisholm Trail Special utility District.

Background

This action is to concur with issuance of Determination Letter on the subject project and to authorize county judge to sign Participation Agreement upon acceptance by the applicant.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Determination Ltr - Chisholm Trail 5-18-11](#)

Form Routing/Status

Form Started By: Gary Boyd Started On: 05/18/2011 03:11 PM
Final Approval Date: 05/19/2011



Also by email to
jennifermcknight@ctsud.org

Board of Directors
As of April 20, 2011

Pct. 1 Commissioner
Lisa Birkman,
Board President
Williamson County, TX

Pct. 3 Commissioner
Valerie Covey
Board Vice President
Williamson County, TX

Ken Boyer, P.E.
Boyer and Associates
Round Rock, TX

Patty Eason
Council Member
City of Georgetown, TX

VACANT

VACANT

Larry Quick
Don Quick & Associates
Round Rock, TX

c/o Parks and Recreation
350 Discovery Blvd
Ste 207
Cedar Park, TX 78613

May 18, 2011

Chisholm Trail Special Utility District
c/o Jennifer McKnight, General Manager
P.O. Box 249
Florence, TX 76527

Re: Easements – a twenty foot easement along SH 195 from approximately 3000’ from the intersection of IH-35 and SH 195 to approximately 1500’ northward from the intersection of SH 195 and CR 147; and including spur easements, approximately 400 feet along CR 147 and approximately 1500’ along CR 143; WCCF application #20110516.

Dear Ms. McKnight:

The review of the referenced project has been completed in accordance with the Williamson County Regional Habitat Conservation Plan (RHCP). Based on the supporting documents you provided, the Williamson County Conservation Foundation makes the following determination as to your application: – WCCF Application #20110516.

1. The mitigation fee for the referenced project will be \$840.00 (Eight hundred forty and no hundredths dollars). This amount (“Participation Fee”) will be reflected in Paragraph 2 of the Participation Agreement (“Agreement”) as outlined in #4 below. This mitigation fee represents a project area of 8.422 acres in or adjacent to the karst zone as defined in the Williamson County Regional Habitat Conservation Plan (HCP) and no direct impacts to any indicated Golden-cheeked warbler habitat as defined in the HCP.
2. Please sign where indicated and notify this office as soon as possible – by email scan to wccf@wilco.org or by fax to 512-260-4237 – of your agreement to these mitigation terms. An agenda item will be prepared for the next available Williamson County Commissioner’s Court for acceptance.
3. Following acceptance by the Commissioner’s Court we will provide you with fund transfer instructions for the Participation Fee (if necessary).
4. Upon receipt of the Participation Fee the Agreement will be prepared and sent to you. The cover documents for the Agreement will include instructions for filing in Williamson County deed records.

These actions will complete your participation in the RHCP for the referenced project/tract. When we receive confirmation of filing, this office will subsequently prepare and mail a participation certificate to you. Although the certificate is not an official document, it may be posted at the project site as notification of participation in the Williamson County RHCP.

Should you have any questions about this letter, please contact WCCF.

Sincerely,

Gary D. Boyd
Environmental Program Coordinator
Williamson County Conservation Foundation

Re: Easements – a twenty foot easement along SH 195 from approximately 3000' from the intersection of IH-35 and SH 195 to approximately 1500' northward from the intersection of SH 195 and CR 147; and including spur easements, approximately 400 feet along CR 147 and approximately 1500' along CR 143; WCCF application #20110516.

~~~~~  
Agreed as to both form and substance:

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

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

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

## Justice Technical Support Commissioners Court - Regular Session

**Date:** 05/24/2011  
**Submitted By:** Grimes Kathy, Commissioner Pct. #2  
**Submitted For:** Judge Burt Carnes  
**Department:** Commissioner Pct. #2  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Discuss and take appropriate action on request for technical support from the Texas Task Force on Indigent Defense.

#### Background

Recently, the Commissioners Court heard a presentation from Judge Eastes on the desire to update the Magistrate process and the desire to achieve a paperless system. Following the Court presentation a meeting was held with the Texas Task Force on Indigent Defense who has resources available for technical support to assist us in our evaluation of our procedures.

### Fiscal Impact

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

### Attachments

*No file(s) attached.*

### Form Routing/Status

Form Started By: Grimes Kathy      Started On: 05/19/2011 10:22 AM  
 Final Approval Date: 05/19/2011

## Datamanusa, LLC to provide consulting services Commissioners Court - Regular Session

**Date:** 05/24/2011  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Jonathan Harris  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Consider approving a professional services agreement with Datamanusa, LLC to provide consulting services on the ITS SharePoint project. Datamanusa, LLC is a DIR vendor, contract # DIR-SDD-1085.

#### Background

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### Fiscal Impact

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

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### Attachments

Link: [Datamanusa Agreement](#)

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### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 05/11/2011 05:03 PM  
Final Approval Date: 05/19/2011

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PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

WILLIAMSON COUNTY, TEXAS

AND

Datamanusa, LLC

## PROFESSIONAL SERVICES AGREEMENT

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## PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS                   §  
                                             §  
COUNTY OF WILLIAMSON       §

This Professional Services Agreement (*the "Agreement"*) is made and entered into this day by and between Williamson County ("**County**"), Texas, a political subdivision of the State of Texas, (*the "County"*) and Datamanusa, LLC. (*the "Consultant"*).

WHEREAS, **County** desires to obtain professional consulting services to upgrade and expand its SharePoint Application. (*the "Project"*)

WHEREAS, **Consultant** has the professional ability and expertise to provide **SharePoint** application upgrade and application delivery following guides of best practices, and to counsel **County** in the selection and analysis of cost-effective alternatives.

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

### **Section I Employment of the Consultant**

**County** agrees to employ **Consultant** and **Consultant** agrees to perform professional consulting services for the **Project** as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the **County's Project Manager**. Except as otherwise specifically set forth herein, if the **County's Project Manager** cannot resolve a dispute between **County** and **Consultant**, such dispute shall be submitted the **County's Commissioners Court**. The **County's Commissioners Court** shall have complete authority for the purpose of resolving disputes between **County** and **Consultant** and the decision of the **County's Commissioners Court** shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

### **Section II Basic Services of the Consultant**

- A. In consideration of the compensation herein provided, **Consultant** shall perform professional consulting services for the **Project**, which are acceptable to the **County**, based on standard practices within the industry and the scope of work described on the Exhibit attached to this **Agreement** and as otherwise described herein. Furthermore, **Consultant** shall serve as **County's** professional consultant in those phases of the **Project** to which this **Agreement** applies and will consult with and give advice to **County** during the performance of **Consultant's** services.
- B. **Consultant** shall not commence work until **Consultant** has been thoroughly briefed on the scope



of the *Project*

- C. *County* shall provide *Consultant* with all existing plans, reports and other data, to the extent any exist, in its possession relative to this particular *Project*, at no cost to *Consultant*; however, any and all such information shall remain the property of *County* and shall be returned to *County* upon completion of the Project.

### **Section III Payment of Fees**

- A. Payment will be made within thirty (30) days of receipt in the County Auditor's Office of a correct invoice or billing statement. Invoices may not be submitted for goods received or work performed more than ninety (90) days prior to the date of receipt. Each invoice presented must include the County's contract name and number. The invoice must identify the vendor identification number or social security number, a description of the services provided the name and department of the contract administrator. The invoices must be submitted to: Williamson County Auditor's Office, 301 SE Inner Loop, Suite 106, and Georgetown, Texas 78626. Payment will be made in accordance with the Texas Prompt Payment law, Texas Government Code, Subtitle F, Chapter 2251.

### **Section IV Period of Service and Termination**

This contract is effective for the period beginning May 24th as tasks are completed. Thereafter, this Contract shall be reviewed, negotiated, and approved by Commissioner's Court for renewal. The contract may be terminated by either the *Consultant* or the *County* by delivering written notice of termination to the other party at least ninety (90) days prior to the proposed termination date. Upon termination of this Contract, *Consultant* shall have an additional three (3) months to reduce to judgment and sale all tax collection lawsuits filed, and collect all bankruptcy claims filed prior to the termination date and shall have the right to compensation of fees earned due to those suits during this (3) month period.

### **Section V Coordination with the County**

- A. The *County's Commissioners Court* designates the Williamson County Technology Services, IT Application Director as the *County's Project Manager* (the "*Project Manager*") and the primary point of contact between the *County* and *Consultant*. The *Project Manager* will act on behalf of *County* with respect to the work to be performed under this *Agreement*. The *Project Manager* shall have complete authority to interpret and define *County's* policies and decisions with respect to *Consultant's* services.
- B. Consultant shall furnish County all reasonable assistance necessary for the Project.

## **Section VI**

### ***Venue to Work***

- A. ***Venue.*** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- B. ***Work Location:***
- Williamson County Information Service Department  
301 S.E. Innerloop  
Suite 105  
Georgetown, TX 78626
- C. ***Hours:***
- Standard business hours unless otherwise approved.  
8:00am – 5:00 pm M-F . Excludes County Holidays

## **Section VII**

### **Consultant's Responsibility and Liability**

- A. ***Consultant*** covenants to undertake no task in which a professional license or certificate is required unless it or someone under its direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, ***Consultant*** shall inform ***County*** of such event within five working days. In the event a licensed professional working for the ***Consultant*** suffers a suspension or revocation of professional licenses or certifications and the ***Consultant*** has no other professional with like kind credentials to continue the ***Project***, the ***Consultant*** shall bear the burden and any additional cost of employing a replacement professional with proper credentials.
- D. ***Consultant*** shall be responsible for conformance with applicable federal, state and local laws in effect.
- E. Acceptance and approval of the ***Consultant's*** work by ***County*** shall not release ***Consultant*** of any responsibility or liability for the accuracy and competency of its work performed under this ***Agreement***. Neither acceptance nor approval by ***County*** shall be an assumption of responsibility or liability by ***County*** for any defect, error, or omission in any work performed by ***Consultant***.
- D. **CONSULTANT SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT OR ANY OF ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, CONSULTANT SHALL NOT BE RESPONSIBLE FOR THE**

NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS.

- E. *Consultant* shall perform all services and responsibilities required of *Consultant* under this *Agreement* in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing contemporaneously under similar conditions in the locality of the *Project*.
- F. *Consultant* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this *Agreement* and that *Consultant* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* may, at its discretion, approve the assignment and release of all key *Consultant* and professional personnel.
- G. All employees of *Consultant* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Consultant*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall, upon *County*'s request, be immediately removed from association with the *Project*. For a period of two years following the Final Completion or the termination of this *Agreement*, whichever event occurs first, *Consultant* understands he/she/it is strictly prohibited from consulting with or employing any previous Williamson County employee. For a period of two years following the Final Completion or termination of this *Agreement*, whichever event occurs first, *County* agrees that it shall not employ or contract with any employee, agent or representative of *Consultant*, whether present or future, who shall at any time hereafter have performed any professional services on the *Project* on behalf of *Consultant*.
- H. *Consultant* Hourly rate of \$59 includes all expenses accrued by the *Consultant*, during the duration of the project.
- I. *Consultant* shall place its endorsement on all documents and consulting data furnished to *County*.
- J. *Consultant* is an independent contractor under this *Agreement*. Neither it, nor any officer, agent or employee of *Consultant* shall be classified as an employee of *County*.
- K. *Consultant* and any of its officers, agents, and employees may be required to submit and successfully pass a finger-print criminal history investigation as required by the Texas Department of Public Safety for access to restricted Local, State and Federal databases.
- L. *Consultant* must report within five (5) days to *County* any civil or criminal litigation to which *Consultant* or any of its officers or directors is now or hereafter made a party. The *Consultant* also understands that the loss of Texas Department of Public Safety access to

restricted databases may result in termination of this *Agreement*, removal/replacement of ancillary personnel, etc. to this *Project*.

### **Section VIII Ownership of Documents**

- A. Any and all documents, reports, specifications, data prepared, written opinions or other types of work products produced by *Consultant* during the term of this *Agreement* are the property of *County* and upon completion of the work or termination of this *Agreement* or as otherwise instructed by *County*, shall be delivered to *County* in an organized fashion with at least five written and one CD product manual with *Consultant* retaining a copy.
- B. Any reuse by *Consultant* of any such documents described in subsection A. above, without the specific written consent of *County*, is prohibited. The *Consultant* is prohibited from releasing sensitive or strategic information such as physical locations of critical infrastructure, staffing models, or district boundary information, Grade of Service information, or response time data.

### **Section IV Miscellaneous**

- A. ***Severability.*** If any provision of this *Agreement* shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire *Agreement* will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this *Agreement* is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this *Agreement* and be deemed to be validated and enforceable.
- B. ***Venue and Governing Law.*** It is contemplated that this *Agreement* shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this *Agreement* shall lie exclusively in Williamson County, Texas. This *Agreement* shall be governed by and construed in accordance with the laws of the State of Texas.
- C. ***Equal Opportunity in Employment.*** *Consultant* agrees, during the performance of the services under this *Agreement*, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. ***Certificate of Consultant.*** *Consultant* certifies that neither *Consultant* nor any members of *Consultant's* firm has:

- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for ***Consultant***) to solicit or secure the work provided by the ***Agreement***.
- (2) Agreed, as an expressed or implied condition for obtaining this ***Agreement***, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this ***Agreement***.
- (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for ***Consultant***) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this ***Agreement***.

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

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

CONSULTANT: Datamanusa, LLC  
6890 S. Tucson Way, Suite 100  
Centennial CO 80112

COUNTY: Dan A. Gattis  
Williamson County Judge  
710 S. Main, Suite 106  
Georgetown, Texas 78626

with copy to: Alison Whetston  
Williamson County  
Application Director  
301 S.E. Inner Loop  
Suite 105  
Georgetown, Texas 78626

with copy to: Hal Hawes (or successor)  
Williamson County Attorney  
710 Main St.

- F. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent **County** becomes aware that **Consultant** is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, **Consultant** hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, **County** shall not have an affirmative duty to determine if **Consultant** is delinquent in the payment of property taxes.
- G. **Successors and Assigns.** This **Agreement** shall be binding upon and inure to the benefit of **County** and **Consultant** and their respective successors, executors, administrators, and assigns. Neither **County** nor **Consultant** may assign, sublet, or transfer its interest in or obligations under this **Agreement** without the written consent of the other party hereto.
- H. **Bidding Exemption.** This **Agreement** is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- I. **Taxpayer Identification.** **Consultant** shall provide to **County** upon submittal of **Consultant's** initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- J. **Compliance with Laws.** **Consultant** shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this **Agreement**, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the **Consultant** shall furnish the **County** with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- K. **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**.
- L. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the **Agreement** are incorporated by reference as if set forth verbatim herein.
- M. **Entity Status.** By my signature below, I certify that **Consultant** is a corporation, duly authorized to transact and do business in the State of Texas.

- N. **Acknowledgement.** As a duly authorized representative of **Consultant**, I acknowledge, by my signature below, that I have read and understand the above paragraphs and that **Consultant** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- O. **Independent Contractor Status.** Both parties hereto, in the performance of this **Agreement**, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The **Consultant** shall be responsible for providing all necessary unemployment and workers' compensation insurance for the **Consultant's** employees.
- P. **No Waiver of Immunities.** Nothing in this **Agreement** shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- Q. **Texas Public Information Act.** To the extent, if any, that any provision in this **Agreement** is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **County**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to **County** as to whether or not the same are available to the public. It is further understood that **County**, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that **County**, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to **County** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- R. **Interest and Late Payments.** **County's** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by **County** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of **County's** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, **County** shall notify **Consultant** of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, **Consultant** must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support

documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- S. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this **Agreement** and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this **Agreement**.
- T. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I through X of this **Agreement** and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this **Agreement**, the terms and conditions set forth in Sections I through X of this **Agreement** shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this **Agreement**.
- U. **Entire Agreement.** This **Agreement** represents the entire and integrated **Agreement** between **County** and **Consultant** and supersedes all prior negotiations, representations, or agreements, either oral or written. This **Agreement** may be amended only by written instrument signed by both **County** and **Consultant**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.



Consultant:

BY:

 $\text{BY}_2$ 

Title: Account Manager

Title: Account Manager

Printed Name: JASON HERRGUTH

County Judge Dan Gattis

Hal Hawes

James Gilger

Contract Auditor

**EXHIBIT II**  
**COMPENSATION FOR PROFESSIONAL SERVICES**

**NOT-TO-EXCEED FEE**

**SECTION 1 - BASIS FOR COMPENSATION**

The not-to-exceed fee for each milestone/task shall be paid upon completion and approval utilizing the Work Authorization/Change Management/Approval form in EXHIBIT V.

**SECTION 2 - NOT-TO- EXCEED FEE**

- 2.1 Except for the additional compensation for finally completing the *Basic Scope of Services* described in this *Agreement*, *Consultant* and *County* acknowledge the fact that the not-to-exceed fee set forth under Section 1. above is the total costs of services to be rendered under this *Agreement* for the *Basic Scope of Services*. *Consultant* shall only be entitled to compensation for the actual work performed.

**SECTION 3 - ADDITIONAL SERVICES**

- 3.1 *Consultant* shall be compensated for extra services not included in the *Basic Scope of Services* described in this *Agreement* on the basis specified in Exhibit III; however, *Consultant* shall not be compensated for work made necessary by *Consultant's* negligent errors or omissions.
- 3.2 The maximum amount payable under the *Agreement* for both *Basic Scope of Services* and *Additional Services*, if any, shall be XXXXX (the "*Compensation Cap*"), provided that any amounts paid or payable shall be solely pursuant to a validly issued by Scope. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

**SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION**

- 5.1 Upon submittal of the initial invoice for service, *Consultant* shall provide *County* with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to *County* will be accompanied by an original, complete packet of supporting documentation. Weekly time cards are required with a description of the work performed. Invoices for *Basic Scope of Services* should contain a representation of the percentage of completion relative to that segment of the *Project*. Invoices for *Additional Services* that are not considered deliverable-based services should detail hours worked by staff person, with a description of the work performed by individuals.

**EXHIBIT II**

| # | Task/milestone                                                                                                                                                                                                                                                                                                                                                                             | Estimated Hours to Completion(not to exceed) | Rate | Total   |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|------|---------|
| 1 | Review Project Scope and make any required changes                                                                                                                                                                                                                                                                                                                                         | 40                                           | \$59 | \$2,360 |
| 2 | Migrate SharePoint wss 3.0 to SharePoint 2010 in virtual environment. Convert current content.                                                                                                                                                                                                                                                                                             | 20-80                                        | \$59 | \$4,720 |
| 3 | Upgrade from sql express to SQL Server 2008                                                                                                                                                                                                                                                                                                                                                | 20-80                                        | \$59 | \$4,720 |
| 4 | Develop backup and restore process with documentation.                                                                                                                                                                                                                                                                                                                                     | 40                                           | \$59 | \$2,360 |
| 5 | Develop test plan for county Sign-off                                                                                                                                                                                                                                                                                                                                                      | 20-40                                        | \$59 | \$2,360 |
| 6 | <b>Develop training sign-up Application</b> <ul style="list-style-type: none"><li>• Online sign-up Form</li><li>• Email notification</li><li>• 3 level workflow</li><li>• Import current employee and class history</li><li>• Calendar</li><li>• Track history of employee training course history</li><li>• NT authentication allowing employees to review their course history</li></ul> | 80-120                                       | \$59 | \$7,080 |
| 7 | <b>Develop departmental inventory systems</b> <ul style="list-style-type: none"><li>• Allow manager to assign/remove inventory to an employee.</li></ul>                                                                                                                                                                                                                                   | 80-120                                       | \$59 | \$7,080 |

|    |                                                                                                                                                                                                                                   |        |      |          |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------|----------|
|    | <ul style="list-style-type: none"> <li>• Send workflow for employee acceptance of inventory.</li> <li>• View only access for employee</li> </ul>                                                                                  |        |      |          |
| 8  | <b><u>Develop Work order system</u></b> <ul style="list-style-type: none"> <li>• On-line work order form</li> <li>• 3 level workflow</li> <li>• Close work order</li> <li>• View work order history by various queries</li> </ul> | 80-120 | \$59 | \$7,080  |
| 9  | Create and deliver training on the above applications.                                                                                                                                                                            | 40-80  | \$59 | \$4,720  |
| 10 | Total Cost                                                                                                                                                                                                                        |        | \$59 | \$45,480 |

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**EXHIBIT III**

**PROCEDURES FOR TERMINATION OR SUSPENSION**

Procedures for *Consultant* to follow upon receipt of Notice of Termination from County:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *Consultant* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this *Agreement* and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this *Agreement*. Within thirty (30) days after the effective date of Termination, *Consultant* shall submit a statement, showing in detail the services performed under this *Agreement* prior to the effective date of termination.
2. Copies of all completed or partially completed reports, opinions or other types of work products prepared under this *Agreement* prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *Consultant* for approved services actually performed under this *Agreement*, less previous payments.
4. Failure by *Consultant* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Consultant* of any and all rights or claims to collect the fee that *Consultant* may rightfully be entitled to for services performed under this *Agreement*.

Procedures for *Consultant* to follow upon receipt of Notice of Suspension from County:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, *Consultant* shall, unless the Notice of Suspension otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this *Agreement*. Within thirty (30) days after the effective date of suspension, *Consultant* shall submit a statement detailing the services performed under this *Agreement* prior to the effective date of suspension. Copies of all completed or partially completed reports, opinions or other types of work products prepared under this *Agreement* prior to the effective date of suspension shall be prepared for possible delivery to *County*, but shall be retained by *Consultant* unless requested by *County*.
2. During the period of suspension, *Consultant* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this *Agreement*, less previous payments.

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

1. In the event that ***Consultant*** exercises such right to terminate, within thirty (30) days after the effective date of the termination, ***Consultant*** shall submit a statement detailing the services performed under this ***Agreement*** prior to the effective date of termination.
2. Copies of all completed or partially completed reports, opinions or other types of work products shall be delivered to ***County*** as a pre-condition to final payment. Upon the above conditions being met, ***County*** shall pay ***Consultant*** for approved services actually performed under this ***Agreement***, less previous payments.
3. Failure by ***Consultant*** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by ***Consultant*** of any and all rights or claims to collect the fee that ***Consultant*** may rightfully be entitled to for services performed under this ***Agreement***.

**EXHIBIT IV**

**EQUAL OPPORTUNITY IN EMPLOYMENT**

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

**EXHIBIT V**

## WORK AUTHORIZATION/CHANGE MANAGEMENT/ APPROVAL

This Work Authorization is made pursuant to the terms and conditions of the **Agreement** entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Datamanusa, LLC (*the "Consultant"*).

**Part 1.** The **Consultant** will provide the following described portion and/or tasks of the **Basic Scope of Services**:

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**Part 2.** The maximum amount payable for services under this Work Authorization, without modification, is \$ 45,480 .

**Part 3.** Payment to the **Consultant** for the services established under this Work Authorization shall be made upon completion of the above described portion and/or tasks, in accordance with the **Agreement**.

**Part 4.** This Work Authorization shall become effective on the date of the last party's execution of same and the work subject hereof shall be completed on or before \_\_\_\_\_, \_\_\_\_\_.

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

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

**CONSULTANT:**

Datamanusa, LLC

WILLIAMSON COUNTY, TEXAS

**COUNTY:**

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

Signature

Account Manager

Representative Capacity

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

Alison Whetston

Project Manager

Date: \_\_\_\_\_, 2011

Date: May 12, 2011



## KAHickman Architects property assessment Commissioners Court - Regular Session

**Date:** 05/24/2011  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Bob Daigh  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Consider approving a professional services agreement with KAHickman Architects and Interior Designers to provide a property assessment of the Johnson Almquist House, with a cost of \$3,000. The firm is pre-qualified from responding to RFQ number 10WCRFQ1006, Pre-Qualification of Architectural Firms for Williamson County.

#### Background

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### Fiscal Impact

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

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### Attachments

Link: [KAHickman Agreement](#)

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### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 05/17/2011 10:37 AM  
Final Approval Date: 05/19/2011

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## **PROFESSIONAL SERVICES AGREEMENT**

MADE AND ENTERED INTO by and between Williamson County (hereinafter referred to as "Client") and KAHickman Architects and Interior Designers.

WHEREAS, the Client desires to engage KAHickman Architects and Interior Designers as a consultant; and

WHEREAS, KAHickman Architects and Interior Designers desires to render certain services as described in authorized work orders as may be hereafter issued and has the experience and staff to perform those services;

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

Section 1. Services. The Client hereby agrees to engage KAHickman Architects and Interior Designers, and KAHickman Architects and Interior Designers hereby agrees to perform certain services for the Client as agreed upon from time to time. Such services may be set forth in individual work orders as may be hereafter authorized in writing by the Client and accepted by KAHickman Architects and Interior Designers.

Section 2. Client's Responsibilities. The Client agrees to provide KAHickman Architects and Interior Designers with all existing data, plans, and other information in the Client's possession which are necessary for the performance of Services. The Client further agrees to provide any additional data, plans, or other information as may be specified in authorized orders.

Section 3. Standard of Care and Warranty. KAHickman Architects and Interior Designers agrees that its Services will be performed with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and circumstances. No other warranty, expressed or implied, is made. KAHickman Architects and Interior Designers' interpretations and recommendations may be based on the results of surveys or other investigative work. KAHickman Architects and Interior Designers will not be responsible for the interpretation or use by others of data developed by KAHickman Architects and Interior Designers.

Section 4. Time of Performance. KAHickman Architects and Interior Designers agrees to perform the Services within schedules as may be set forth in authorized work orders.

Section 5. Compensation. For KAHickman Architects and Interior Designers' performance and completion of all services, Client shall compensate KAHickman Architects and Interior Designers at the hourly rates and charges as set forth in Exhibit "A" (as may be hereafter amended by agreement of the parties) subject to Section 6 unless otherwise specified in authorized work orders. Such rates include labor, overhead, expenses, and profit. Subject to agreement by Client, Exhibit "A" may be

revised by KAHickman Architects and Interior Designers periodically. The Owner further agrees to further compensate KAHickman Architects and Interior Designers for time spent on the project past the Date of Final Completion for Construction as established in the Owner Contractor Agreement.

Section 6. Payment. KAHickman Architects and Interior Designers shall invoice Client for Service performed on a monthly basis. Each invoice is due on presentation for such invoice, and is past due thirty (30) days from the receipt of invoice. Client agrees to pay a finance charge equal to one percent (1%) per month on past due accounts. Invoices for Services performed on a time-and-materials basis will be submitted showing labor (hours worked) and total expenses, but not actual documentation. If requested by the Client, documentation will be provided by KAHickman Architects and Interior Designers at the cost providing such documentation including labor and copying costs. At the time of such termination, the Client shall be responsible to pay only those expenses for services rendered and documented prior to the date of its notice of termination.

Section 7. Notices. Communications from the Client shall be to KAHickman Architects and Interior Designers' designated project manager or principal-in-charge of the work. Oral communications shall be confirmed in writing.

Section 8. Probable Cost of Construction. KAHickman Architects and Interior Designers makes no representation concerning the cost estimates made in connection with plans, specifications, or drawings other than that all cost figures are estimates only and KAHickman Architects and Interior Designers shall not be responsible for fluctuations in cost factors.

Section 9. Confidentiality. KAHickman Architects and Interior Designers shall maintain as confidential and not disclose to others without Client's prior written consent, all information obtained from Client, not otherwise previously known to KAHickman Architects and Interior Designers in the public domain, as Client expressly designates in writing to be "Confidential." The provisions of this paragraph shall not apply to information in whatever form which (i) is published or comes into the public domain through no fault of KAHickman Architects and Interior Designers, (ii) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (iii) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

Section 10. Independent Contractor. KAHickman Architects and Interior Designers' relationship with the Client under this Agreement shall be that of independent contractor. The employees, methods, equipment, and facilities used by KAHickman Architects and Interior Designers shall at all times be under its exclusive direction and control, and the Client shall not exercise control over KAHickman Architects and Interior Designers except insofar as may be necessary to ensure performance and compliance with this Agreement.



Section 11. Indemnification. KAHickman Architects and Interior Designers shall defend, indemnify, and hold the Client harmless from and against any claim asserted by any person, other than a claim of an officer, director, employee, or agent of Client, arising out of (i) KAHickman Architects and Interior Designers' negligence or (ii) KAHickman Architects and Interior Designers' breach of any obligation or responsibility to the Client, subject to the limitations and exclusions contained in Section 12. Client will not assert any claim against KAHickman Architects and Interior Designers after the Limitations Period, which is defined as the shorter of (i) ten years from the date of substantial completion of the particular project out of which the claim arose or (ii) the period prescribed by an applicable statute of limitations. The parties agree to exercise their best efforts to assure that construction contractors assume sole and complete responsibility for job site conditions during the course of any construction projects, including safety of persons and property, in accordance with generally accepted construction practices.

Section 12. Liability Limitation. KAHickman Architects and Interior Designers liability to the Client for any loss of damage arising out of or in connection with this or any related agreement from any cause, including KAHickman Architects and Interior Designer's professional negligence, errors, or omissions, shall be limited to the amount of professional fees authorized.

Section 13. Disputes. If a dispute arises relating to the performance of the Services covered by this Agreement, and legal or other costs are incurred, the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including court costs, attorney's fees, and other claim-related expenses. In the event of any litigation, the party against whom damages are awarded agrees to pay interest on damages awarded at the rate of twelve percent (12%) [from the date the final judgment signed].

Section 14. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure of performance by the other party or if the Client suspends the work for more than three months. In the event of termination, KAHickman Architects and Interior Designers shall be paid for services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Section 15. No Waiver. The failure of a party to enforce strictly any provision of this Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced.

Section 16. Choice of Law. This Agreement is deemed to be made under and shall be construed according to the laws of the State of Texas.

Section 17. Successors and Assignments. The Client and KAHickman Architects and Interior Designers each binds itself and its successors, executors, administrators, and

assigns to the other party of the Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

Section 18. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 19. Entire Agreement. This Agreement, including all attachments and work orders authorized hereunder, constitutes the entire agreement between the parties hereto and it supersedes all prior or contemporaneous agreements, whether oral or written, with respect to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound.

Section 20. Ownership of Documents. It is understood and agreed that the calculations, drawings, and specifications prepared pursuant to this Agreement, whether in hard copy or machine readable form are instruments of professional service intended for one-time use in the construction of this project. They are and shall remain the property of KAHickman Architects and Interior Designers. The Owner may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the project.

Because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, KAHickman Architects and Interior Designers reserves the right to retain the original tapes/disks and to remove from copies provided to the Owner all identification reflecting the involvement of KAHickman Architects and Interior Designers in their preparation. KAHickman Architects and Interior Designers also reserves the right to retain hard copy originals of all project documentation delivered to the Owner in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Owner understands that the automated conversion of information and data from the system and format used by KAHickman Architects and Interior Designers to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event project documentation provided to the Owner in machine readable form is converted, the Owner agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify KAHickman Architects and Interior Designers from and against all claims,



liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Owner recognizes that changes or modifications to KAHickman Architects and Interior Designers' instruments of professional service introduced by anyone other than KAHickman Architects and Interior Designers may result in adverse consequences which KAHickman Architects and Interior Designers can neither predict nor control. Therefore, and in consideration of KAHickman Architects and Interior Designers' agreement to deliver its instruments of professional service in machine readable form, the Owner agrees, to the fullest extent permitted by law, to hold harmless and indemnify KAHickman Architects and Interior Designers from and against all claims, liabilities, losses, damages, costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by KAHickman Architects and Interior Designers under this Agreement. The foregoing indemnification applies, without limitation, to any use of the project documentation on other projects, for additions to this project, or for completion of this project by others, excepting only such use as may be authorized, in writing, by KAHickman Architects and Interior Designers.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two counterparts (each of which is an original) by their duly authorized representatives as of the 13 May, 2011.

Williamson County

KAHickman Architects and Interior Designers

BY: \_\_\_\_\_

BY: 

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

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

**PROPERTY ASSESSMENT  
FOR  
JOHNSON ALMQUIST HOUSE  
Williamson County, Texas**

SCOPE

This Proposal will provide a property assessment for Johnson Almquist House, Williamson County, TX. Services provided by KAHickman Architects and Interior Designers.

We have broken down the services as follows:

- I. **Assessment Phase:** To prepare an analysis of the facility. Following are the consultants that we recommend be a part of this Phase.
  - A. *Architectural – KAHickman Architects and Interior Designers*
    - 1. Review of Interior Conditions
    - 2. Review of Exterior Conditions
    - 3. Visual appraisal of Existing Structural and recommendation for involvement of Structural Engineer.
    - 4. Site Analysis not included
    - 5. Recommendations for improvements of Interior and Exterior
    - 6. Final report of findings and recommendations

Fees for the **Assessment Phase** of the Project: **\$2,500.00**

**Excludes:**

Soils reports, Civil, Landscape, Site analysis, Structural, MEP, Environmental.

All Reimbursables will be marked up 20%. These will include, but not limited to the following:

- Reprographic Fees
- Shipping & Delivery Fees
- Supplies associated with Project
- Final Documents

**Estimated** Reimbursable Amount for the Project: **\$500.00**

|                   |                   |
|-------------------|-------------------|
| <b>Assessment</b> | <b>\$2,500.00</b> |
|-------------------|-------------------|

|                      |                        |
|----------------------|------------------------|
| <b>Subtotal Fees</b> | <b>\$2,500.00</b>      |
| <b>Reimbursables</b> | <b><u>\$500.00</u></b> |

|              |                   |
|--------------|-------------------|
| <b>TOTAL</b> | <b>\$3,000.00</b> |
|--------------|-------------------|



\_\_\_\_\_  
Authorized Signature, Williamson County

Keith A. Hickman, AIA, REFP, ID  
KAHickman Architects and Interior Designers

\_\_\_\_\_  
Printed Name





## Renewal of Canteen Vending Services Commissioners Court - Regular Session

**Date:** 05/24/2011  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Gary Wilson  
**Department:** Purchasing  
**Agenda Category:** Consent

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### Information

#### Agenda Item

Consider approving a renewal agreement with Compass Group USA, Inc. (Canteen Vending Services Division), to continue providing vending products and services to Williamson County.

#### Background

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### Fiscal Impact

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

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### Attachments

Link: [Renewal Ammendment](#)

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### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 05/18/2011 08:56 AM  
Final Approval Date: 05/19/2011

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## AMENDMENT

THIS AMENDMENT, dated April 21, 2011, is between Williamson County ("County") with Premises located at Williamson County, Texas and Compass Group USA, Inc. by and through its Canteen Vending Services Division ("Contractor").

### W I T N E S S E T H:

WHEREAS, County and Canteen are parties to a certain agreement, effective August 5, 2008 (the "Agreement"), whereby Canteen manages County's vending service operation and facilities;

WHEREAS, the parties now desire to amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. The purpose of this Amendment is to renew the Agreement dated August 5, 2008. Pursuant to Section I Term and Renewal, Paragraph B Renewal of Agreement, the parties may mutually agree to renew the Agreement for an additional twelve (12) month term. The parties agree to renew the Agreement for an additional twelve (12) month term beginning effective October 1, 2010 and ending September 30, 2011.
2. Section III Compensation, Subsection A Payment, Number 1 shall be deleted and replaced with the following paragraph: "The Contractor will compensate the County with a commission of 14% of gross revenues after taxes (ex: \$1.00-\$0.08 sales tax = \$0.92 x 14% = \$0.13 commission) from the operation of said equipment and the sale of food and beverages. Such payments shall be made by the 10<sup>th</sup> day of each month for the previous month revenue."
3. The parties agree to the renewal prices set forth below, which are in compliance with Section III Compensation, Paragraph F Renewal Prices of the Agreement. The date in which the renewal prices shall take effect shall be the date of the last party's execution hereof.
4. Attachment 2 Master Vending List shall be revised to reflect pricing for Candy was Seventy Five Cents (\$0.75) and will now be Eighty Five Cents (\$0.85). Pricing for Pastry (including cookies, crackers, etc.) was Eighty Five Cents (\$0.85) and will now be One Dollar (\$1.00).
5. This Amendment is effective October 1, 2010, and thereafter, unless further amended thereafter. All capitalized terms used herein and not defined shall have the meanings attributed to them in the Agreement. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized officers, all done the day and year first above written.

Williamson County, Texas

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

Printed Name: Dan A. Gattis

Title: Williamson County Judge

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

Compass Group USA, Inc. by and through its Canteen Vending  
Services Division

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

Printed Name: John Christian

Title: Division President

Signature Date: 05-13-2011

## ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND FAIR HOUSING PLAN

### Commissioners Court - Regular Session

Date: 05/24/2011  
Submitted By: Patrick Strittmatter, Purchasing  
Submitted For: Sally Bardwell  
Department: Purchasing  
Agenda Category: Regular Agenda Items

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#### Information

##### Agenda Item

Consider awarding proposals received for ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND FAIR HOUSING PLAN, proposal # 11WCP1004, to the best proposer meeting specifications, Northeast and Bucks Company d/b/a Mullin & Lonergan Associates, Inc.

##### Background

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#### Fiscal Impact

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

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#### Attachments

Link: [Recommendation Letter](#)

Link: [Mullin & Lonergan Contract](#)

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#### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 05/18/2011 11:12 AM  
Final Approval Date: 05/19/2011

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Sally Bardwell  
Grants Coordinator  
Williamson County, Texas  
sbardwell@wilco.org



710 Main Street  
Georgetown, TX 78626  
512-943-3757  
FAX 512-943-1662

May 18, 2011

Re: HUD Analysis of Impediments to Fair Housing Choice and Fair Housing Plan, Consultant Selection

On March 22, 2011, Commissioners Court authorized advertising and set April 22, 2011 to receive proposals for the development of a Williamson County Analysis of Impediments to Fair Housing Choice and Fair Housing Plan. An Analysis of Impediments is required by HUD Office of Fair Housing and Equal Opportunity.

The advertisement generated four proposals ranging in cost from \$17,500 to \$42,500. The CDBG office has selected Mullin Lonergan Associates at a cost of \$27,960. Based on the review of submittals, Mullin Lonergan provided the best overall proposal and is the most qualified firm to complete this task. Mullin Lonergan Associates was successful in the development of the Williamson County five year Consolidated Plan in 2009. Their proposal was thorough and addressed not only the requirements of the Request for Proposals but also addressed circumstances in which HUD has shown concerns nationwide. It is the opinion of the CDBG office that Mullin Lonergan Associates would provide an Analysis of Impediments that would assist the County in addressing any fair housing concerns (if identified) at a cost effective rate.

All costs are paid for using Community Development Block Grant funds.

Sincerely,

Sally Bardwell  
Grants Coordinator  
Williamson County

**AGREEMENT FOR PROFESSIONAL SERVICES**

**BY AND BETWEEN**

**WILLIAMSON COUNTY**

**AND**

**MULLIN & LONERGAN ASSOCIATES, INC.**

THIS AGREEMENT ("Agreement"), entered into as of this \_\_\_\_ th day of \_\_\_\_\_, 2011, by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as the "Public Body", and MULLIN & LONERGAN ASSOCIATES, INC., hereinafter referred to as the "Consultant."

WITNESSETH THAT:

WHEREAS, Public Body has been designated as an entitlement Community Development Block Grant ("CDBG") entity by the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant Program in accordance with the Community Development Act of 1974, as amended; and

WHEREAS, the Public Body has conducted a formal solicitation for consulting services to prepare the required Analysis of Impediments to Fair Housing Choice; and

WHEREAS, as a result of the procurement process, the Public Body has designated Mullin & Lonergan Associates, Inc. as its consultant; and

WHEREAS, the Public Body desires to engage the Consultant to render certain technical advice and assistance in connection with such undertakings of the Public Body.

NOW, THEREFORE, the parties in this Agreement do mutually agree as follows:

**I. SCOPE OF SERVICES**

The Consultant shall perform and carry out in a satisfactory manner the preparation of an Analysis of Impediments to Fair Housing Choice as described in Exhibit A, Scope of Services.

**II. DATA AND SERVICES TO BE FURNISHED BY THE PUBLIC BODY**

The Public Body will furnish or make available to the Consultant, HUD correspondence, local community development related correspondence, copies of planning documents, and other information and data as required. The Public Body will assist the Consultant in preparing a list of housing stakeholders. The Public Body will provide meeting and

interview space for stakeholder consultation, and will assist the Consultant in contacting stakeholders and arranging the time and place of interviews and focus group meetings.

### III. TIME OF PERFORMANCE

The Consultant will commence work immediately upon the complete execution of this Agreement. The Consultant shall perform and carry out in a satisfactory manner the preparation of an Analysis of Impediments to Fair Housing Choice as described in Exhibit B, Project Schedule and Benchmarks for Project Completion.

### IV. COMPENSATION AND METHOD OF PAYMENT

The lump sum not to exceed fee for the preparation of the Analysis of Impediments to Fair Housing Choice is \$27,960.

The Consultant shall be entitled to monthly progress payments based on the percentage completion of the overall assignment. In each invoice, the Consultant will certify to the percentage completion of the scope of services. Public Body's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Public Body within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Public Body in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Public Body's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Public Body shall notify Consultant of the discrepancy. Following Public Body's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Public Body shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Public Body's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

### V. OTHER TERMS AND CONDITIONS

This Agreement is subject to Part II – Terms and Conditions, a copy of which is attached hereto.

IN WITNESS WHEREOF, the Public Boyd and the Consultant have executed this Agreement as of the date first written above.

WILLIAMSON COUNTY

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Dan A. Gattis, Williamson County Judge

MULLIN & LONERGAN ASSOCIATES, INC.

ATTEST:

\_\_\_\_\_  
*Darcy R. Porter*

\_\_\_\_\_  
*Marjorie Williams*  
Marjorie Williams, Principal



DARCY R. PORTER  
Notary Public, State of Ohio  
My Commission Expires  
April 1, 2012



## EXHIBIT A

### SCOPE OF SERVICE

Mullin & Lonergan Associates, Inc. (“Consultant”) will provide Williamson County, Texas, a political subdivision of the State of Texas (“Public Body”) with the following services relative to the preparation of an Analysis of Impediments to Fair Housing Choice for the period FY 2011 to FY 2015.

| Task | Task Description                                            | Methodology                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | Project mobilization                                        | This task involves a series of initial organizational steps that will insure the timely execution of subsequent tasks. We will begin by providing a stakeholder chart to the client that includes all of the parties with whom consultations will be conducted. We will seek the client's input in completing this list of stakeholders. We will consult with the client in determining the need for face-to-face interviews versus focus group workshops versus questionnaires. Generally, we would prefer to interview stakeholders with common functions (e.g., fair housing education and enforcement organizations) as a focus group rather than as a one-on-one interview. Once the list is complete, we will ask for the County's assistance in scheduling the actual interviews and focus group meetings with fair housing stakeholders. We will provide a master interview schedule format for this purpose with space for times, dates, locations, participants, etc. Your assistance in scheduling interviews helps us to overcome communication challenges, connect with stakeholders quickly and maximize the efficiency of our interview team. Prior to each interview or focus group meeting, we will distribute a questionnaire or list of discussion issues so that attendees can organize their thoughts prior to the meeting. We will draft a cover letter that introduces M&L to the fair housing stakeholders and that confirms the date, time and location of the interview. We will also schedule the initial meeting with County officials (see Task 2). Finally, we will prepare letters to HUD and the Texas Commission on Human Rights requesting a status report on fair housing complaints since the date of the County's most recent AI. It is important to request this information early in the fair housing planning process as it sometimes takes months to obtain this data. |
| 2    | Prepare for and attend initial meeting with client          | It is anticipated that representatives from Williamson County, as well as other AI stakeholders, will attend this project kickoff meeting. At this meeting, we will become acquainted with staff and their expectations for the project. Through conversation, we will gain insights into local fair housing issues, listen to your aspirations and priorities and identify any special circumstances or sensitive issues surrounding the assignment. We will also begin to define who does what in terms of fair housing and how effectively the AI partners and their fair housing stakeholders collaborate to achieve common goals. We will pose questions about the previous AI experience in an effort to improve on the process and product produced. We utilize this meeting as an opportunity to review the AI scope of work and to share our insights on HUD's expectations relative to AFFH. We will also use this opportunity to collect copies of previous AIs, CAPERs, HUD FHEO correspondence and other related documents or reports that will provide us with context as we begin work on the assignment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 3    | Prepare for and conduct interviews and focus group meetings | At the core of our AI methodology is an expansive outreach to fair housing stakeholders. This is a labor-intensive, but highly valuable aspect of our AI methodology. Outreach may take the form of face-to-face interviews and focus group meetings, questionnaires and telephone interviews. Once the stakeholder chart is finalized, we will work with the client to determine the appropriate method of outreach to each stakeholder. The outcome of this discussion will be a master interview list. We will develop a staffing strategy for conducting on-site interviews and focus group meetings once the master interview list has been finalized.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|               |                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3<br>(cont'd) | Prepare for and conduct interviews and focus group meetings (continued) | <p>Interviews and focus group meetings typically include:</p> <ul style="list-style-type: none"> <li>▪ PHAs in Williamson County: Georgetown, Granger, Taylor, and Round Rock</li> <li>▪ designated fair housing officer in Williamson County</li> <li>▪ fair housing counseling, education and enforcement organizations</li> <li>▪ advocacy organizations that represent the specific interests of the protected classes, including persons with disabilities, civil rights commissions, organizations working with low and moderate income persons, etc.</li> <li>▪ tenants rights organizations and legal services</li> <li>▪ the regional Board of Realtors</li> <li>▪ landlord organizations</li> <li>▪ public transit agencies</li> <li>▪ community housing resource boards</li> <li>▪ veterans organizations</li> <li>▪ organizations representing immigrants and persons with limited English language proficiency</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 4             | Research and analyze demographics and housing trends                    | <p>As part of this task, we search for key housing and demographic indicators that help to paint the picture of fair housing in the community. We will prepare a full analysis of trends in population, households, incomes, sales prices, and rents. Specifically, we will identify the relative presence, location, and geographic concentration of members of the protected classes. We will identify patterns of housing segregation using dissimilarity indices. We will use census data and other commercially available sources of data in preparing this analysis. Specifically with regard to the Georgetown Housing Authority, we will research and analyze occupancy and waiting list characteristics for both public housing and the Section 8 Housing Choice Voucher Program to determine the relative presence of members of the protected classes, to the extent that this information is available from the PHA. We will document the PHA's efforts aimed at HCV mobility. We will analyze the geographic distribution of affordable housing facilities and programs, including public housing, Housing Choice Vouchers and other assisted or subsidized housing. We will also analyze any activities involving the demolition of public housing and the impact of such activities on members of the protected classes. The analysis of housing trends will include a vacancy rate study for rental properties by type and number of bedrooms and rental rates over the past two years.</p> |
| 5             | Analysis of employment data                                             | <p>As part of this task, we compare the location of employment centers to concentrations of members of the protected classes and assisted housing. We will attempt to draw conclusions about the accessibility of low skill jobs to affordable housing and members of the protected classes.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 6             | Review of real estate practices                                         | <p>As part of this task, we will interview representatives of the regional Board of Realtors to obtain information about how well its members are trained to recognize and deal with fair housing violations. We will document local fair housing education initiatives within the industry. We will also analyze recent housing sales prices to determine if higher housing costs restrict housing choice in certain neighborhoods for members of the protected classes, to the extent that this data is made available from the Board of Realtors' MLS.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 7             | Analysis of HMDA data                                                   | <p>The Home Mortgage Disclosure Act database provides information concerning mortgage lending in the community. More specifically, we will evaluate loan denial data for members of the protected classes and others. We will research high cost loan data for the region. We will use this data to define whether mortgage loan products are available equally to persons in similar economic circumstances. The HMDA analysis will report on commercial lending activities in Williamson County during the past five years. We will also undertake an assessment of lending and property insurance practices.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 8             | Publish interim report                                                  | <p>Publish an interim report that summarizes the research performed in Tasks 1 through 7.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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|----|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9  | Evaluation of public policies                  | <ul style="list-style-type: none"> <li>• <b>Zoning</b> – We will work with your land use planners to review zoning ordinances to determine the existence of discriminatory requirements or provisions, such as group home restrictions, minimum lot sizes, and other development standards that impact the cost of housing.</li> <li>• <b>Tenant selection and site selection policies</b> – For public housing, Section 8 Housing Choice Voucher Program, and other forms of assisted housing, we will review selection policies in search of discriminatory language or provisions.</li> <li>• <b>Other public housing and Section 8 policies</b> – We will review the ACOP and Section 8 Housing Choice Voucher Program admin plan for special policies, such as reasonable accommodations, that affect members of the protected classes. We will also review the status of the Authority's Section 504 Needs Assessment and transition plan.</li> <li>• <b>Local administrative procedures for processing fair housing complaints</b> – We will assess the effectiveness of intake, processing and investigation procedures, if applicable.</li> <li>• <b>Tax policies</b> – We will search for any regressive tax policies that result in a hardship to members of the protected classes.</li> <li>• <b>Building codes</b> – We will research how accessibility measures are enforced through local codes.</li> <li>• <b>Public transit</b> – Through discussions with the regional transit agency, we will determine the extent to which public transit service is provided to public and other assisted housing and how well the transit system links lower income housing with jobs.</li> <li>• <b>Special needs populations</b> – We will review administrative actions that influence housing and housing related services for children aging out of foster care, persons with disabilities, homeless persons, de-institutionalized persons, persons with HIV/AIDS, chemically dependent persons and the elderly (persons age 62 and older).</li> <li>• <b>Immigrants and persons with limited English language proficiency</b> – We will review administrative actions that influence housing and housing related services for immigrants and persons with limited English language proficiency.</li> <li>• <b>Composition of appointed boards and commissions</b> – We will look for representation of the protected classes on all boards and commissions with housing and housing-related functions.</li> <li>• <b>Newspaper advertising</b> – We will review the real estate section of local publications for compliance with the Fair Housing Act.</li> <li>• <b>Als prepared by contiguous jurisdictions</b> – To the extent that Als have been prepared by any jurisdiction that is contiguous to Williamson County and, we will review these documents.</li> </ul> |
| 10 | Evaluation of local fair housing organizations | <p>In Task 9, we will define the function of the agency or agencies involved in the day-to-day process of responding to fair housing questions and complaints. First, we will explore how members of the protected classes become aware of the existence and function of the local fair housing agency. This will involve an assessment of outreach and communication efforts. If applicable, we will review the results of any paired testing that has taken place in the community. Then we will assess organizational strengths and weaknesses and the extent to which the agency operates as part of a broader framework of organizations that work collectively to provide information, expand knowledge, promote public awareness and generally expand opportunities for fair housing choice in the community.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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|----|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11 | Research fair housing complaints and lawsuits | At the outset of the project, we will draft a suggested letter to HUD as well as a letter to the Texas Commission on Human Rights that request a status report of fair housing complaints within the County. The letter will request a summary of complaints since the date of the previous AI. If there are any local fair housing enforcement agencies that investigate complaints, we will prepare a status report request to any such organizations. It is important to accomplish this task early-on because in our experience, it may require several months for the agencies to respond. The AI would be incomplete without this report. Accordingly, we devote attention to this task immediately upon completion of contracting. We will also research the status of any legal action relative to fair housing within the County.                                                                                                                                                                                                                                                                                                      |
| 12 | Review of fair housing accomplishments        | Based on our meetings with public officials and fair housing stakeholders, we will review the fair housing action plan from the previous AI and identify measures taken to implement the plan. In carrying out this task, we will review the fair housing section of the County's CAPER.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 13 | Summary of impediments to fair housing        | Based on the results of our statistical analysis and the results of our interviews and focus group meetings, we will prepare a description of issues that, in our opinion, constitute impediments to fair housing choice. A summary of impediments will be prepared. We will divide the impediments into two categories: <ol style="list-style-type: none"> <li>1. public sector impediments where agencies and organizations exert control over discriminatory practices, and</li> <li>2. public and private sector impediments that are beyond the control of public agencies</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 14 | Fair Housing Action Plan                      | The fair housing action plan will recommend a series of actions aimed at overcoming barriers to fair housing choice and expanding public awareness of fair housing issues in Williamson County. The action plan will correspond directly with identified impediments. The action plan will emphasize executable goals that are within the capacity of the County to implement. The action plan will include a set of recommendations that the County can implement over a five year period. Each recommendation will include an estimated cost. Recommendations that can be implemented at no cost or at a nominal cost to the County will be clearly identified. The Fair Housing Action Plan will also include recommendations that require a more significant financial contribution on the part of the County and its stakeholders. We will include recommendations for incorporating fair housing policies into CDBG, HOME, and NSP practices and procedures. The Fair Housing Action Plan will include a suggested records maintenance system that will assist the County in keeping the implementation of the Plan on track and on-task. |
| 15 | Publish final draft of AI                     | This document will include the results of our research in tasks 1 through 13, including the summary of impediments to fair housing choice in task 14. We will distribute a final draft copy of our report to the County. Thereafter, we will obtain feedback from County officials on the AI in general including the fair housing action plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 16 | Public presentation of AI                     | We would be willing to present the draft AI and the final AI to staff, County officials, and to the general public. M&L will prepare agendas, PowerPoint presentations, and handouts for each meeting. We will also take detailed meeting notes and publish a summary of each meeting, if appropriate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 17 | Publish final AI                              | Publish and distribute final copies of the report on CD in MS Word and PDF format.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

## **EXHIBIT B**

### **PROJECT SCHEDULE AND BENCHMARKS FOR PROJECT COMPLETION**

The Consultant shall complete all AI tasks over a period of six months, as outlined on the following schedule.

| Task # | Task                                                                    | Months         |
|--------|-------------------------------------------------------------------------|----------------|
| 1      | Project mobilization                                                    | 1              |
| 2      | Prepare for and attend initial meeting with County officials            | 1              |
| 3      | Prepare for and conduct stakeholder interviews and focus group meetings | 1              |
| 4      | Research and analyze demographic and housing trends                     | 1-3            |
| 5      | Analysis of employment data                                             | 1-3            |
| 6      | Review of real estate practices                                         | 1-3            |
| 7      | Analysis of HMDA data                                                   | 1-3            |
| 8      | Publish interim report on Tasks 1 - 7                                   | End of Month 3 |
| 9      | Evaluation of public policies                                           | 3-4            |
| 10     | Evaluation of local fair housing organizations                          | 3-4            |
| 11     | Research fair housing complaints and lawsuits                           | 3-4            |
| 12     | Review of fair housing accomplishments                                  | 3-4            |
| 13     | Summary of impediments to fair housing choice                           | 4              |
| 14     | Fair housing action plan                                                | 4              |
| 15     | Prepare final draft of AI                                               | End of Month 4 |
| 16     | Present AI at public meeting                                            | 5-6            |
| 17     | Publish final AI                                                        | End of Month 6 |

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**PART II – TERMS AND CONDITIONS**

1. **Termination of Agreement for Cause.** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Public Body shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Public Body, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Public Body for damages sustained by the Public Body by virtue of any breach of the Agreement by the Consultant, and the Public Body may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Public Body from the Consultant is determined.

2. **Termination for Convenience of the Public Body.** The Public Body may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the Consultant. If the Agreement is terminated by the Public Body as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.
3. **Reports and Information.** The Consultant, at such times and in such forms as the Public Body may require, shall furnish the Public Body such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
4. **Patent Rights.** Whenever any invention, improvement or discovery is made or conceived or for the first time actually or constructively reduced to practice by the Consultant or its employees in the course of, in connection with, or under the terms of this Agreement, the Consultant shall immediately give the Public Body written notice thereof and shall promptly thereafter furnish the Public Body with complete information thereon. The Public Body shall have the sole and exclusive power to determine whether or not and where a patent application shall be filed and to determine the disposition, improvement or discovery, including title to and rights under any patent application or patent that may issue thereon. The determination of the Public Body on all of these matters shall be accepted as final. The Consultant warrants that all of its employees who may be the inventors will execute all documents and do all things necessary or proper to the effectuation of such determination.

Except as otherwise authorized in writing by the Public Body, the Consultant shall obtain patent agreements to effectuate the provisions of this article from all persons who perform

any part of the work under this Agreement except such clerical and manual labor personnel as will have no access to technical data.

Except as otherwise authorized in writing by the Public Body, the Consultant will insert in each subcontract having experimental, developmental or research work as one of its purposes, provisions making this clause applicable to the subcontractor and its employees.

If the Public Body obtains patent rights pursuant to this article, the Consultant shall be offered license rights thereto on terms at least as favorable as those offered to any firm.

5. **Copyright.** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
6. **Records and Audits.** The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the Public Body to assure proper accounting for all project funds. These records will be made available for audit purposes to the Public Body, any subgrantee, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.
7. **Retention of Records.** All accounts and records as required under item #6 above shall be retained by the Consultant for five years after the expiration of this Agreement unless permission to destroy them is granted by the Public Body.
8. **Clean Air Act and Clean Water Act Compliance.** Compliance with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) is required for all contracts, subcontracts and subgrants of amounts in excess of \$100,000. For all such contracts, all contractors and subcontractors agree to the following requirements:
  - a. A stipulation by the Consultant or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
  - b. Agreement by the Consultant to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
  - c. A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

- d. Agreement by the Consultant that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Consultant will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

9. **Energy Conservation Provisions.** Consultant must recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
10. **Compliance with the Americans with Disabilities Act.** Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., the Consultant understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Consultant agrees to comply with the General Prohibitions Against Discrimination, @ 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act.

The Consultant shall be responsible for and agrees to indemnify and hold harmless the public body and any grantor agency from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Public Body and any grantor agency as a result of the Consultant's failure to comply with the provisions of the above paragraph.

11. **Changes.** The Public Body may, from time to time, request changes in the scope of the services of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Public Body and the Consultant shall be incorporated in written amendments to this Agreement.
12. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Public Body. Provided, however, that claims for money by the Consultant from the Public Body under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Public Body.
13. **Compliance with Federal, State and Local Laws.** The Consultant shall comply with all applicable laws, ordinances and codes of the Federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Agreement.



14. **Executive Order 11246**

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.
- b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

15. **Title VI of the Civil Rights Act of 1964.** No person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.

16. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. **Fair Housing** No person in the United States shall on the basis of race, color, religion, sex, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance and in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

18. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunity.**

Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- a. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to the Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The Consultant agrees send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of Consultant's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the sections 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
- d. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

19. The Undersigned certifies, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

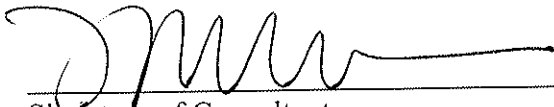
20. **Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
21. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

22. **INDEMNIFICATION.** Consultant shall indemnify, defend, protect, and save harmless Public Body, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, reasonable attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of Consultant or any of its employees and its agents and agents' employees in connection with the performance of services under this Agreement.
23. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
24. **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.
25. **Construction.** Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
26. **Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
27. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Public Body, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Public Body does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
28. **Appropriation of Funds by Public Body.** Public Body believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the Public Body's payment of amounts under this Agreement is contingent on the Public Body receiving appropriations or other expenditure authority sufficient to allow the Public Body, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.
29. **Authority to Enter Into Agreement.** The parties to this Agreement each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to

lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a party warrants that he or she is duly authorized to enter into this Agreement on behalf of such party and to bind it to the terms hereof.

30. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE PUBLIC BODY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

05.18.11  
Date

  
Signature of Consultant

## HD-5 PROPANE MOTOR FUEL FOR WILLIAMSON COUNTY FLEET SERVICES Commissioners Court - Regular Session

**Date:** 05/24/2011  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Mike Fox  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Consider awarding bids received for HD-5 PROPANE MOTOR FUEL FOR WILLIAMSON COUNTY FLEET SERVICES, bid# 11WC912, to the lowest and best bidder- Independent Propane Company d/b/a Centex Propane.

#### Background

### Fiscal Impact

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

### Attachments

Link: [Bid Tabulation](#)

Link: [Centex Propane Bid Submittal](#)

### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 05/18/2011 02:28 PM  
 Final Approval Date: 05/19/2011

## WILLIAMSON COUNTY

## BID TABULATION

**\*\* HD-5 PROPANE MOTOR FUEL  
FOR WILLIAMSON COUNTY FLEET SERVICES \*\***

MAY 17, 2011, 3:00pm

BID NUMBER: 11WC912

| NAME OF BIDDER               | DISCOUNT | MARKUP  | TOTAL MARKUP/GALLON |
|------------------------------|----------|---------|---------------------|
| 1. Direct Propane Services   | N/A      | \$.25   | \$.25               |
| 2. Centex Propane            | \$.01    | \$.2390 | \$.229              |
| 3. Northwest Propane Gas Co. | N/A      | \$.2875 | \$.2875             |
| 4. Amerigas Propane          | N/A      | \$.23   | \$.23               |
| 5. Ferrellgas                | N/A      | \$.28   | \$.28               |
| 6.                           |          |         |                     |
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| 26.                          |          |         |                     |
| 27.                          |          |         |                     |

Original

WILLIAMSON COUNTY BID FORM

HD-5 PROPANE MOTOR FUEL  
FOR WILLIAMSON COUNTY FLEET SERVICES

BID NUMBER: 11WC912

NAME OF BIDDER: Independent Propane Company dba Centex Propan

Mailing Address: 2100 Old Airport Rd

City: Georgetown State: Tx Zip: 78626

Email Address: lgeorgetown@independantpropane.com

Telephone: (512) 863-2012 Fax: (512) 930-5023

**PRICE ALL ITEMS EXCLUSIVE OF TAXES. PRICE ALL ITEMS PER GALLON.**

TRUCK DELIVERY

THE AVERAGE ORDER BETWEEN 500-1000 GALLONS

| ITEM # | DESCRIPTION             | BRAND BID | BPN WEEKLY NEWS<br>MONT BELVIEU AVG | FIRM<br>DISCOUNT | MARKUP  | COST TO<br>COUNTY |
|--------|-------------------------|-----------|-------------------------------------|------------------|---------|-------------------|
| 1      | HD-5 Propane motor fuel | HD-5      | 157.437                             | \$.01            | \$.2390 | \$1.80337         |

By signing this form:

The bidder confirms that he/she has read the entire document and agrees to the terms herein.

The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

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 Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

  
Signature of Person Authorized to Sign BID

Date of BID: 17 May 2011

Printed Name and Title of Signer: TED M MOORE Branch MGR #140

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

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





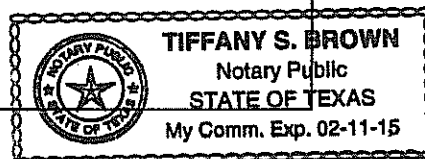
## WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

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.

|                                                                                  |
|----------------------------------------------------------------------------------|
| <b>Printed name of person submitting form:</b><br><i>Ted Moore</i>               |
| <b>Name of Company:</b><br><i>Independent Propane Company dba Center Propane</i> |
| <b>Date:</b><br><i>5-17-11</i>                                                   |
| <b>Signature of person submitting form:</b><br><i>Ted Moore</i>                  |

Notarized:

|                                                                      |                      |
|----------------------------------------------------------------------|----------------------|
| <b>Sworn and subscribed before me</b><br><b>by:</b> <i>Ted Moore</i> | <i>Tiffany Brown</i> |
| <b>on</b> <i>5/17/11</i><br><b>(date)</b>                            |                      |



# Weekly Propane Newsletter

Volume 41, Number 20

May 16, 2011

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- Propane Inventories Record Another Strong Build

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- Energy Transfer, Regency to Build New Fractionation Facility

## Principal Averages

|                   |         |
|-------------------|---------|
| Mont Belvieu..... | 157.437 |
| Kearney .....     | 147.287 |
| Conway.....       | 144.806 |
| Los Angeles.....  | 162.333 |
| Selkirk.....      | 165.903 |
| Apex .....        | 160.462 |
| Hattiesburg.....  | 156.597 |

All Postings reflect rack price only and do not include other fees, assessments, or taxes.

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## Propane Spots Dip Along With Crude Oil

Spot propane prices in the Group 140 (Conway, Kan.) market and at Mont Belvieu were off a bit Thursday as crude oil futures for June delivery on NYMEX slipped another 2% to trade under the \$100/bbl mark. Commodities market watchers report crude lost value following a lowered demand growth estimate from the International Energy Agency and a strengthening dollar.

June crude Thursday morning fell \$2.74 to \$97.47/bbl early on, with trading at \$95.25-\$99.72. The decline followed crude futures dropping more than 5% Wednesday after an unexpected jump in gasoline inventories and crude stocks rising more than was predicted.

Group 140 spot propane mid-morning Thursday was trading at 138.75-141.25 cents/gal., off 4 cents for buyers and 2.5 cents for sellers from the Monday Update. Early deals were reported done at 148.00 and 148.625 cents.

Mont Belvieu non-LDH spots, at a narrow 148.25-148.75 cents gal., have declined 3.5 cents for buyers and 4 cents for sellers from early in the week. One deal was posted early in the day just below the range at 147.875 cents, while a later trade was reported done at 148.50 cents. LDH spots Thursday were nearly at parity with non-LDH at 148.25-149.00 cents/gal. Early deals are reported at 147.875 and 148.50 cents. That market has backed off 4 cents for buyers and 4.25 cents for sellers since the Monday Update.

Hattiesburg spot propane was being offered at about a penny premium to Mont Belvieu Enterprise product late in the week. Bids and offers Thursday stood at 150.00-151.00 cents/gal., with no early deals posted. Prices in that market have lost a marked 8.125 cents for buyers and 9 cents for sellers over the week.

On the Canadian side, Edmonton propane is maintaining its roughly 8-cent discount to Conway, with trading Thursday at 131.00-132.00 cents/gal. Prices have declined 3.75 cents for buyers and sellers. Sarnia spots, meanwhile, have strengthened a bit over a week's time, gaining a penny for buyers and 3 cents for sellers to stand at a wider 156.00-159.00 cents/gal.

## Independent Propane Company Reference Information

- 1) HK CYLINDER EXCHANGE  
PO BOX 5644  
ROUND ROCK, TX 78683  
PHYSICAL ADDRESS 321 IRON HORSE HUTTO, TX  
CONTACT DARREN LEG 512-775-5264
- 2) PFLUGERVILLE PROPANE  
15525 N IH-35  
PFLUGERVILLE, TX 78660  
CONTACT GUY MATTHEWS 512-251-3931
- 3) LEANDER ISD  
1701 W. NEW HOPE  
CEDAR PARK, TX 78613  
CONTACT RICHARD TEATER 512-~~434-5200~~  
570-0646

# Williamson County Inner Loop Annex

**Address:**

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

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

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

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

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

**From North (Georgetown, Jarrell)**

Take IH-35 Southbound

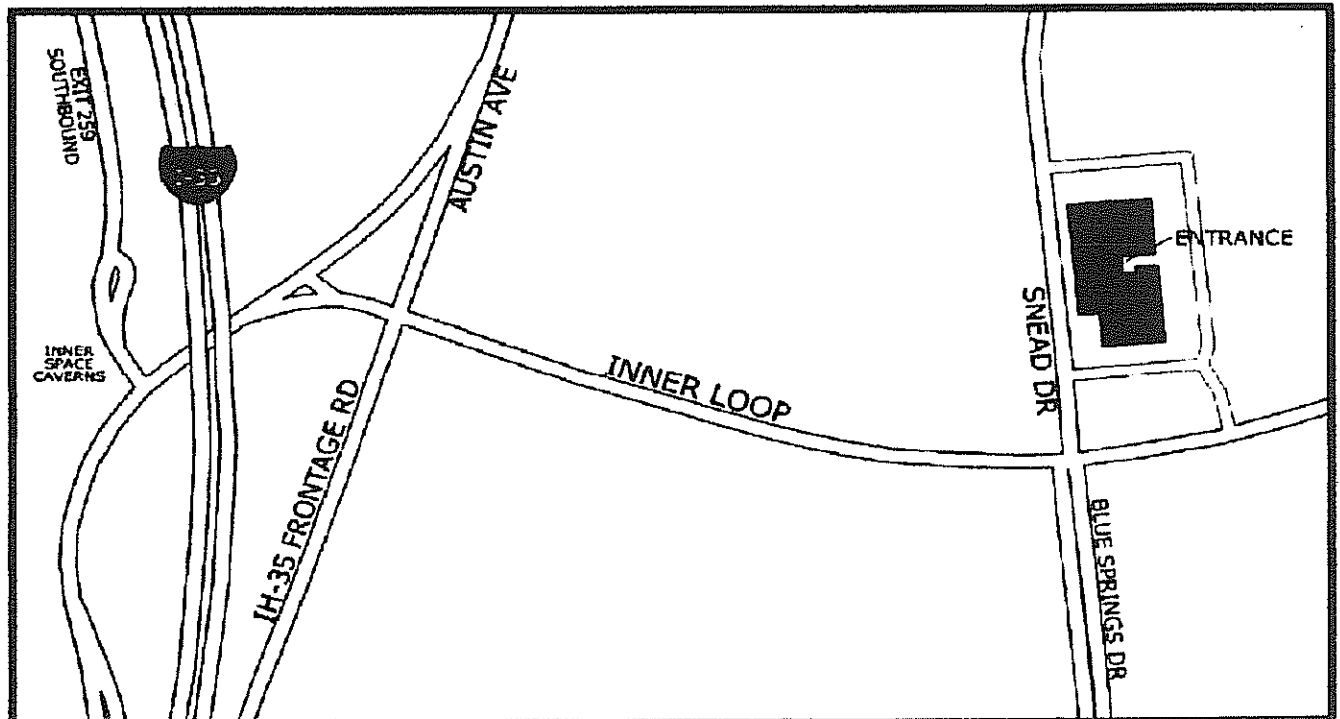
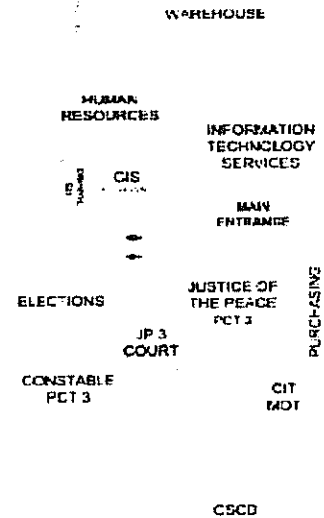
Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

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

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

**INNER LOOP ANNEX FLOOR PLAN**

## Advertising of Projects

The Williamson County Purchasing Department is continually looking for efficient ways to notify vendors regarding our bids, proposals, and requests for qualifications, and wants to know how vendors are finding out about County projects. Though not a requirement, please answer and submit the following short survey with your Bid response. Thank you in advance for your feedback.

My company/firm was made aware of this Bid 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               | <input checked="" type="checkbox"/> 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) _____<br>_____ | _____ Yes _____ No                               |
| g. Texas Comptroller, Electric State Business Daily    | _____ Yes _____ No                               |
| h. Other: _____                                        | _____ Yes _____ No                               |

Any additional advertising suggestions?

## CONSTRUCTION MANAGER-AT-RISK FOR EMERGENCY SERVICES OPERATIONS CENTER

### Commissioners Court - Regular Session

Date: 05/24/2011  
Submitted By: Patrick Strittmatter, Purchasing  
Submitted For: Jonathan Harris  
Department: Purchasing  
Agenda Category: Regular Agenda Items

---

#### Information

##### Agenda Item

Consider awarding proposals received for CONSTRUCTION MANAGER-AT-RISK FOR WILLIAMSON COUNTY EMERGENCY SERVICES OPERATIONS CENTER, RFP # 11WCP1006, to the best proposer meeting specifications, J. T. Vaughn Construction, LLC.

##### Background

---

#### Fiscal Impact

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

---

#### Attachments

Link: [Project Selection Process](#)

Link: [Vaughn Agreement](#)

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#### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 05/18/2011 03:30 PM  
Final Approval Date: 05/19/2011

---

## Williamson County –Emergency Services Operations Center

### CONSTRUCTION MANAGER AT RISK SELECTION

#### Objective

Select CM at Risk using two-step process (Qualifications followed by Proposal) and identifying the **best value** (balance or combination of firm capabilities, similar work experience, quality of team, price and schedule).

The two-step Qualifications-based CM at Risk process was advantageously used because WC can select the **most qualified** CM with similar experience without basing selection on cost or “low-bid”.

#### Summary of Process

WC’s first true CM at Risk process utilizing two-step selection process. The process was well managed and there were no procurement discrepancies.

16 submittals for Qualifications phase (9 major regional CM’s and 7 small/medium/local CM’s). This was considered an excellent turn-out (both quantity and quality).

Shortlisted 5 (WC was not required to shortlist but did so to remain impartial) of the 17 for the Proposal phase. CM’s responded in writing to further project specific questions and provided an estimated cost for Preconstruction Services, fees and general conditions and schedule.

All 5 CM’s were interviewed (WC was not required to interview but did so to remain impartial).

All submittals were evaluated, scored and ranked separately. The evaluation team was consistent in its rankings and unanimous in its final selection.

#### Summary of Selection

Vaughn Construction was selected as the **best value** after the interview process and in concert with the Qualifications and Proposal submittals. The team was unanimous about its selection of Vaughn based on the credentials of the firm, proposed team, similar projects, understanding of the project and schedule.

All firms are qualified and had good project examples. Each could complete the project. The team’s unanimous selection was based on the qualifications, pricing and interview.

**Bartlett Cocke** – ranked highest in Qualifications phase and had the lowest cost but the Proposal phase and interview revealed that they had only one similar project (completed 2001). Two of the interview team worked on the project – both as junior-level positions. Aggressively short schedule.

**Byrne** – last (5 of 16) in the qualifications phase and were added because they had relative experience. Good interview but superintendant wasn’t available. Acceptable team and experience but came in middle on all of the scoring. Longest schedule.

**Spaw Glass** – ranked high through all phases of selection process. Excellent interview – did great job of explaining the project requirements and how the selection of SG would benefit WC. Good team, experience and project understanding. Had the highest cost and moderate schedule.

**Sundt** – ranked 3<sup>rd</sup> in Qualifications phase. Good interview with good BIM (building information management) capabilities. Crux of team currently on other project and probably not available for several months. Sundt is from AZ but have a San Antonio office. Most aggressive schedule.

**Vaughn** – ranked high in Qualifications phase. Excellent experience (including constructing the Harris County Emergency Services Center which was toured and used as an example for the WC ESOC). Local presence with Project Engineer and other recent work in area (Biomedical Engineering Building at UT).

### **Pricing (Preconstruction, Fee and General Conditions)**

Parsons estimated the cost of preconstruction phase services (the fee paid for the CM's services prior to the execution of the Guaranteed Maximum Price or GMP), fee and general conditions at the programming phase. Prior to the start of the project, these amounts were adjusted downward based on WC's project budget and market conditions.

In all cases, the CM's preconstruction phase fee, fee and general conditions were under the amount estimated by Parsons. Although the selection process is not based on cost (it is based on value) – cost is certainly a consideration so it is gratifying that WC received the benefit of a good selection process and a stressed construction market to save significant dollars in the CM-related costs. The fees from each CM are historic lows.

Parsons estimated \$50,000 for preconstruction phase services. In all instances, each CM came in less than that amount. Vaughn's preconstruction phase fee is \$17,000 (\$34,000 less than projected).

Parsons estimated a fee percentage of 5%. In all instances, each CM proposed less than that amount. Vaughn's fee was 2.6% (the 2.4% difference represents \$320,000, significantly under Parsons' estimate). This fee is below expectations which is an indication of the depressed construction market.

*For recent comparison purposes with a known builder on a Williamson County project, Chasco's GMP Document (dated 4/14/2009) for the \$6.8M Williamson County Precinct 1 Annex project had an approved fee percentage of 3.5%. All of the ESOC's CM were lower than this amount.*

Parsons estimated a general conditions percentage of 10%. In all instances, each CM proposed less than that amount. Vaughn's proposed general conditions were 4.8% (the 5.2% difference represents over \$700,000, significantly under Parsons' estimate).

*For recent comparison purposes with a known builder on a Williamson County project, Chasco's GMP Document (dated 4/14/2009) for the \$6.8M Williamson County Precinct 1 Annex project had a general conditions amount of 4.9%, which is consistent with the amounts submitted on WC ESOC.*

### **Schedule Considerations**

Parsons estimated a 16 month construction process. This amount of time is appropriate given the unstable soils, amount of technology and the complexity of the project.

In all instances, each CM proposed less time than 16 months. It is possible to build a significant technology-oriented building in less time, but the team was intensely concerned about the quality it would receive and the process to get there. In some cases, it felt like the schedule was used for marketing and since WC is not adamant about a delivery date, the schedule was not a priority. Ultimately, the team was convinced that a faster schedule could potentially affect quality.

Vaughn recommended 13.5 months (second longest) and during discussions, they were convincing that they knew the schedule was achievable without reduction of quality and having a harmonious construction process. The 2.5 month difference does not create a cost reduction from Parsons' estimate.



## Local Capabilities

All of the shortlisted CM's are adept at working with governing jurisdictions and school districts where there is a strong desire to keep the tax dollars local.

All of the shortlisted CM's have a reasonable history with the local subcontractor base. Depending on the size of the CM and their project portfolio, the subcontractor base is from small (and not bondable) to large subcontractors with significant resources and strong financial condition.

Vaughn has a strong history with both large and small subcontractors and works to ensure that all subs are given a fair chance at the work. Vaughn has a subcontract base of approximately 150 local subcontractors in all areas of work.

Vaughn has stated that they will use job fairs and advertising to engage the local subcontracting community to attempt to ensure a higher percentage of work goes to local subs. All bid meetings will be done locally to WC.

Vaughn has stated that the project staff will all be local (Doug, Stuart and administrative aide).

Parsons estimated that approximately 75% of this project would remain local. Vaughn has been asked to evaluate this amount. When originally discussed, they concurred – but Vaughn will confirm.

## Best Value

Each of the firms that made the shortlist was qualified to be interviewed and WC should be satisfied in the quality of the responses.

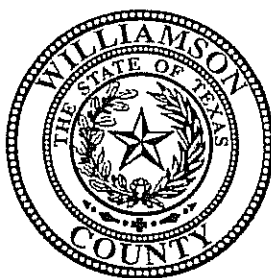
The team had no concerns about each CM's capabilities and experience that could benefit the project. When evaluating five, the selection process becomes so narrowly focused on nuance and subjectivity in the way questions were answered.

The selection of a CM at Risk is a serious decision. WC has done an admirable job of creating and managing the process that determined the **best value** to WC. For the next 18 months, the CM will be a trusted advisor and builder of a project that WC has committed significant tax payer dollars to.

The selection of Vaughn was based on the objective review of all of the submitted criteria and the interview and follow-up questions as well as constant discussion between the team. This was not a capricious decision.

Vaughn was selected for several reasons:

- Similar project (Harris County used as a model for WC)
- References and accolades for the completion of Harris County
- Very knowledgeable of the local contracting community
- Commitment to enhance bid selection in local community
- Ability to divide and parcel parts of the project to be advantageous to the Owner
- Capability to self perform (although this is unlikely due to low sub pricing)
- Quality of the team and local living (Doug, Stuart and administrative aide)
- Pricing competitiveness (not "low-bid" but pricing well within estimates)
- Thorough understanding of the schedule



**AGREEMENT  
BETWEEN OWNER  
AND  
CONSTRUCTION MANAGER-AT-RISK**

This Agreement is made as of May 9, 2011 (the "Effective Date"), by and between

**The Owner:** Williamson County, Texas  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**and Construction Manager:** J.T. Vaughn Construction, LLC  
10355 Westpark Drive  
Houston, TX 77042

**for the Project:** Williamson County  
Emergency Services Operations Center

**Project Architect:** Parsons  
106 East 6<sup>th</sup> Street  
Austin, TX 78701

**Owner's Designated  
Representative or  
Project Manager:** Gary Wilson  
Project Manager  
3101 SE Inner Loop  
Georgetown, TX 78626

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The Owner and the Construction Manager agree as follows:

**AGREEMENT**, this Construction Management-at-Risk Agreement (hereinafter called "Agreement") is entered into effective as of the date indicated on the preceding cover page (the "Effective Date"), by and between Williamson County, a political subdivision of the State of Texas (hereinafter called the "Owner") and J.T Vaughn Construction, LLC, a Limited Liability Corporation (hereinafter called "Construction Manager").

**WHEREAS**, the Owner desires to retain a Construction Manager for the Williamson County Emergency Services Operations Center (hereinafter called the "Project"),

**WHEREAS**, the Owner desires a Construction Manager who will render, diligently and competently in accordance with the highest standards used in the profession, all Construction Manager services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

**NOW, THEREFORE**, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

## **ARTICLE 1      SCOPE OF WORK**

The Construction Manager has overall responsibility for and shall provide complete Pre-Construction Phase and Construction Phase Services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Owner's requirements and the terms of the Contract Documents.

## **ARTICLE 2                      CONTRACT DOCUMENTS**

2.1      The Contract Documents consist of:

- a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
- b. The Uniform General Conditions for Construction Manager-at-Risk Contracts for Williamson County (the "Uniform General Conditions") as attached hereto as Exhibit A; provided, however, this Agreement shall control in the event of a conflict with those Uniform General Conditions. Any reference herein to the Uniform General Conditions shall mean and include all Supplementary General Conditions that may be added by Owner;
- c. All Addenda issued prior to the Effective Date of this Agreement;
- d. The Guaranteed Maximum Price Proposal when accepted by the Owner and executed by the parties;
- e. All Change Orders issued after the Effective Date of this Agreement;
- f. The Drawings, Specifications, details and other documents developed by Project Architect to describe the Project and accepted by Owner; and
- g. The Drawings and Specifications developed or prepared by Owner's other consultants, if any, and accepted by the Owner.

**2.2 The Contract Documents form the entire and integrated Agreement between Owner and Construction Manager and supersede all prior negotiations, representations or agreements, written or oral.**

**2.3 The term "Construction Manager" shall be interchangeable with the terms "Construction Management-at-Risk", "Contractor" and "General Contractor" or other similar terms as appropriate in the Contract Documents.**

### **ARTICLE 3            DEFINITIONS**

The terms, words and phrases used in the Contract Documents shall have meanings as follows.

**3.1 "Construction Cost Limitation" (CCL) means the maximum monetary amount payable to the Construction Manager for all Construction Phase services, materials, labor and other work required for completion of the Work in accordance with the Contract Documents. The CCL includes, without limitation, the General Conditions Costs, the Cost of the Work, the Construction Phase Fee and the Construction Manager's Contingency. The CCL may be adjusted by the parties for changes in the scope of the Project before or after acceptance of the Guaranteed Maximum Price Proposal. The CCL does not include the Construction Manager's Pre-Construction Phase Fee, or Owner's Construction Contingency or Owner's Special Cash Allowance.**

**3.2 "Construction Documents" means, collectively, the Drawings, Specifications, details, accepted and approved Change Orders and other documents prepared by the Project Architect, its consultants and by the Owner's other consultants that describe the scope and quality of the Project and the materials, supplies, equipment, systems and other elements that are required for construction of the Project that are accepted by the Owner.**

**3.3 "Construction Phase Services" means the coordination, implementation and execution of the construction work required by the Contract Documents. The construction of the Project may be divided into different stages, each with different dates for implementation and completion. (referred to as a "Stage").**

**3.4 "Contract Sum" means the total amount of all compensation payable to the Construction Manager for the Project and shall not exceed the sum total amount of the Pre-Construction Phase Fee plus the Guaranteed Maximum Price Proposal accepted by the parties, subject to adjustment as approved by Owner for Additional Services or Change Orders. Any costs that exceed the Contract Sum shall be borne solely by Construction Manager without reimbursement by Owner.**

**3.5 "Direct Construction Cost" means the sum of the amounts that the Construction Manager actually and necessarily incurs for General Conditions Costs, Cost of the Work and Construction Manager's Contingency during the Construction Phase as allowed by this Agreement. Direct Construction Cost does not include Pre-Construction Phase Fees or Construction Phase Fees.**

**3.6 "Estimated Construction Cost" (ECC) means the amount calculated by the Construction Manager for the total cost of all elements of the Work based on the Contract Documents available at the time(s) that the ECC is prepared. The ECC shall be based on**

current market rates with reasonable allowance for overhead, profit and price escalation and shall include and consider, without limitation, all alternates, allowances and contingencies, designed and specified by the Project Architect and the cost of labor and materials necessary for installation of Owner furnished equipment. The ECC shall not include Construction Manager's Pre-Construction Phase Fee, Project Architect Fees, cost of the land, rights-of-way, or any other costs that are the direct responsibility of the Owner.

3.7 **"Final Completion"** means the stage in the progress of the Work when, in the Owner's opinion, the entire Work has been completed, the Construction Manager's obligations under the Contract Documents have been fulfilled, and the Owner is processing or has made final payment to the Construction Manager, as evidenced by a Certificate of Acceptance approved by the Owner. The Final Completion Date is a crucial element of the Project. Therefore, Substantial Completion Date is not subject to change unless due to "force majeure" as defined herein and in any associated Contract Documents or unless agreed to in advance in writing by the parties.

3.8 **"Guaranteed Maximum Price"** or "GMP" means the amount proposed by the Construction Manager and accepted by the Owner as the maximum cost to the Owner for construction of the Work in accordance with the Contract Documents. The GMP includes Construction Manager's Construction Phase Fee, the General Conditions Costs, the Cost of the Work, Construction Manager's Construction Contingency amount, and the Owner's Construction Contingency amount and Owner's Special Cash Allowance.

3.9 **"General Conditions Cost"** means costs incurred and minor work performed by the Construction Manager without the need for competitive bids/proposals. The allowable General Conditions items are further described and limited by attached Exhibit B.

3.10 **"Monthly Salary Rate"** means the amount agreed to by the Owner that can be used on Applications for Payment throughout the Construction Phase to account for the services of Construction Manager's salaried personnel assigned to the Project. A Monthly Salary Rate must be established for each salaried person and must be approved in writing by the Owner in advance of any Application for Payment for that person. The Monthly Salary Rate is for convenience only and any payments made for Construction Manager's personnel are subject to audit to determine the actual cost of the wages and allowable employer contributions incurred by the Construction Manager for services performed for the Project.

3.11 **"Notice to Proceed with Construction"** refers to the written document issued by the Owner following acceptance of the GMP which indicates the date on which construction phase services are to begin.

3.12 **"Owner"** means Williamson County and includes its contracted Project Manager, if any, and Owner's Designated Representative which has been designated to act on behalf of Williamson County to the extent allowed by Texas Law.

3.13 **"Owner's Specifications"** means the construction and contract administration requirements and standards as interpreted by Owner.

3.14 **"Pre-Construction Phase Services"** means the participation, documentation and execution of the Construction Manager's Pre-Construction Phase deliverables as required by the Contract Documents.

**3.15 "Preliminary Project Cost" (PPC) means the total estimated cost of the entire Project, including design, construction, and other associated costs and services that is established by the Owner prior to the commencement of design.**

**3.16 "Project Architect" means the professional architect employed by the Owner as architect of record for the Project along with its consultants.**

**3.17 "Project Construction Budget" (PCB) means the budget established for the site preparation and construction of all the Project Improvements and facilities relating to and being a part of the Project, which includes the Construction Cost Limitation and other costs specified by Owner.**

**3.18 "Project Improvements" means all Project facilities requiring construction, including all preparatory matters prior to construction, such as site preparation.**

**3.19 "Project Team" means the Owner, Construction Manager, Project Architect and its consultants, any separate contractors employed by Owner, and other consultants employed for the purpose of programming, design, and construction of the Project. The members of the Project Team will be designated by Owner and may be modified from time to time by Owner.**

**3.20 "Standards and Standard Specifications" means the construction and design requirements and the highest standards of Construction Manager's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction**

**3.21 "Subcontractor" means a person or entity that has an agreement with the Construction Manager to perform any portion of the Work. The term Subcontractor does not include the Project Architect or any person or entity hired directly by the Owner.**

**3.22 "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner.**

**3.23 "Total Project Cost" (TPC) means the total budget established for the Project by Williamson County at the end of the design development phase (subject to subsequent modification by Owner). The TPC includes, but is not limited to, Construction Manager's Pre-Construction Fee, Guaranteed Maximum Price Proposal(s), Project Architect and other professional service fees, and other miscellaneous Project costs.**

**3.24 "Work" means provision of all services, labor, materials, supplies, and equipment which are required or reasonably inferable to complete the Project in strict accordance with the requirements of the Contract Documents (as such may be modified or amended). The term "reasonably inferable" takes into consideration the understanding of the parties that some details necessary for completion of the Work may not be shown on the Drawings or included in the Specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or otherwise necessary for**

***complete installation and operation of the Work. The Construction Manager shall not be entitled to an increase in the Guaranteed Maximum Price due to the absence of any detail or specification the Construction Manager may require or for any construction which may be found necessary as the Work progresses in order to complete the construction of the Project. If an item or system is either shown or specified, all material and equipment required for the proper installation of such item or system and needed to make a complete operating installation shall be provided whether or not detailed or specified, omitting only such parts as are specifically excepted by the Owner. Notwithstanding the above, the Construction Manager shall not be responsible for design, except incidental designing/detailing as required by the Specifications for shop drawing purposes.***

***3.25 "Worker Wage Rate" means the actual hourly wage of non-salaried persons performing work on the Project plus allowable employer contributions as established on the Worker Wage Rate Form required by the Construction Documents. The Worker Wage Rate for individual persons must be reasonable and customary for their industry and must be approved in writing by the Owner in advance of any Application for Payment for that person. Any payments made for Construction Manager's personnel are subject to audit to determine the actual cost of the wages and allowable employer contributions incurred by the Construction Manager for services performed for the Project.***

#### **ARTICLE 4                    SUBSTANTIAL COMPLETION**

**4.1 Substantial Completion.** If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Construction Manager considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Construction Manager shall notify Owner's Designated Representative and request a determination as to whether the Work or designated portion thereof is substantially complete. If Owner's Designated Representative does not consider the Work substantially complete, Owner's Designated Representative will notify the Construction Manager giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Construction Manager to complete all Work in accordance with the Contract Documents. After satisfactorily completing items identified by Owner's Designated Representative, the Construction Manager shall then submit another request for Owner's Designated Representative to determine substantial completion. If Owner's Designated Representative considers the Work substantially complete, Owner's Designated Representative will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final payment, shall establish the time within which the Construction Manager shall finish the punch list, and shall establish responsibilities of the Owner and the Construction Manager for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Construction Manager to complete all Work in accordance with the Contract Documents. The certificate of Substantial Completion shall be signed by the Owner and the Construction Manager to evidence acceptance of the responsibilities assigned to them in such certificate.

**4.2** Owner intends to achieve Substantial Completion (as defined in this Agreement) for all stages of construction on or before completion date set forth in a Guaranteed Maximum Price



Proposal executed by the Parties. Under no circumstances will the completion date exceed date to be established in the GMP without a written amendment to this Agreement.

## **ARTICLE 5                    CONSTRUCTION MANAGER'S GENERAL RESPONSIBILITIES**

5.1 Construction Manager shall perform all services specifically allocated to it by the Contract Documents, as well as those services reasonably inferable from the Construction Documents as necessary for completion of the Work and the Project. Construction manager shall render, diligently and competently in accordance with the highest standards used in the profession, all Construction Manager services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. The enumeration of specific duties and obligations performed by the Construction Manager hereunder shall not be construed to limit the general undertakings of the Construction Manager. The obligations of the Construction Manager hereunder run to and are for the benefit of only the Owner.

5.2 Notwithstanding anything to the contrary contained in this Agreement, Owner and Construction Manager agree and acknowledge that Owner is entering into this Agreement in reliance on Construction Manager's represented expertise and ability to provide construction management services. Construction Manager agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

5.3 Construction Manager represents and agrees that all persons connected with the Construction Manager directly in charge of its services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction over the Project if registration is required.

5.4 Construction Manager's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner, nor shall the Construction Manager be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Construction Manager's skill and knowledge in performing the services required hereunder.

5.5 Construction Manager shall cooperate with the Project Architect and endeavor to further the interests of the Owner and the Project. Construction Manager shall furnish Pre-Construction Phase Services and Construction Phase Services and complete the Project in an expeditious and economical manner consistent with the interests of the Owner and in accordance with the Project Schedule.

5.6 Construction Manager shall designate a representative authorized to act on the Construction Manager's behalf with respect to the Project. Construction manager warrants, represents, covenants, and agrees to furnish efficient business administration and superintendence and perform its services hereunder or pursuant to this Agreement in the best way and in the most expeditious and economical manner consistent with the interest of Owner. The Construction Manager agrees to provide an on-site, full-time superintendent for the duration of the Project.

5.7 Construction Manager shall establish procedures for website communication and coordination among the Project Team, Subcontractors, separate contractors, and others with respect to all aspects of the construction of the Project, and implement such procedures.

## **5.8 Intentionally Omitted.**

5.9 Construction Manager shall identify to the Owner the employees and other personnel that it will assign to the Project and provide the Monthly Salary Rate for each of them. Construction Manager shall also identify any consultants that will be performing services for the Project. After execution of this Agreement by the Owner, Construction Manager shall not remove or replace the persons or entities assigned to the Project except with the Owner's written consent, which consent shall not be unreasonably withheld. Construction Manager shall not assign to the Project or contract with any person or entity to which Owner has a reasonable objection. Construction Manager shall promptly update the list of persons and consultants if they change during the course of the Project. Construction Manager shall provide copies of all contracts and/or agreements executed between Construction Manager and its subcontractors to the Owner, Project Architect, as directed by the requesting party.

## **ARTICLE 6 PRE-CONSTRUCTION PHASE SERVICES**

The Pre-Construction Phase shall be deemed to commence upon the date specified in a Notice to Proceed with Pre-Construction Phase Services issued by Owner and shall continue through completion of the Construction Documents and procurement of all major Subcontractor agreements. Construction Manager is not entitled to reimbursement for any costs incurred for Pre-Construction Phase Services performed before issuance of the Notice to Proceed with Pre-Construction Phase Services. Pre-Construction Phase Services may overlap Construction Phase Services. The Construction Manager warrants, represents, covenants, and agrees that it shall, at its own cost, make good any defects in the Preconstruction Phase Services as soon as the Construction Manager becomes aware of such defects or is notified of such defects. Should the Construction Manager refuse or neglect to make good such defects within a reasonable time after receiving notice requesting such remedial work, then the Owner shall be entitled to make good such defective services at the expense of the Construction Manager. This commitment by Construction Manager is in addition to, and not in substitution for, any other remedy for defective services which the Owner may have at law or in equity. The Construction Manager shall perform the following Pre-Construction Phase Services:

### **6.1 General Coordination**

6.1.1 The Construction Manager's Pre-construction Phase Services team shall attend Project Team meetings with the Owner, the Owner's representatives, and the Project Architect at regularly scheduled intervals throughout the Pre-Construction Phase. Frequent Project Team meetings are anticipated prior to the Owner's acceptance of the GMP and during completion of the Construction Documents.

6.1.2 Construction Manager shall provide a preliminary evaluation of the Owner's Design Criteria and the Construction Cost Limitation, each in terms of the other.

6.1.3 Construction Manager shall review and understand the standards and requirements in Owner's Specifications and perform all services in accordance with those standards and requirements.

6.1.4 Construction Manager shall visit the site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required.

6.1.5 Construction Manager shall participate as a member of the Project Team in the development of the Project Facility Program if such program has not been developed prior to the Effective Date of this Agreement.

6.1.6 Construction Manager shall provide recommendations and information to the Project Team on: site usage and site improvements; building systems, equipment and construction feasibility; selection and availability of materials and labor; time requirements for installation and construction; assignment of responsibilities for safety precautions and programs; temporary Project facilities; equipment, materials and services for common use of the Construction Manager and Owner's separate contractors, if any; cost factors, including costs of alternative materials or designs, preliminary budgets, and possible cost savings; recognizing and tracking the resolution of conflicts in the proposed Drawings and Specifications; methods of delivery of materials, systems, and equipment; and any other matters necessary to accomplish the Project in accordance with the Project Schedule (as defined below) and the CCL.

6.1.7 Construction Manager shall assist the Owner in selecting and directing the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants hired by the Owner to develop additional information for the design or construction of the Project.

6.1.8 Construction Manager shall, at Owner's request, attend public meetings and hearings concerning the development and schedule of the Project.

## **6.2 Constructability Program**

6.2.1 Construction Manager shall implement and conduct a constructability program with targeted construction cost savings of five percent (5%) to identify and document Project cost and schedule savings opportunities. The constructability program shall follow accepted industry practices and be in accordance with the requirements of the attached Exhibit F. Whenever the term "value engineering" is used in conjunction with this Agreement or the Project, it has its commonly accepted meaning within the construction industry and does not imply the practice of professional engineering without a license. If any value engineering activities constitute the professional practice of engineering, then such activities shall be performed by an engineer licensed in Texas.

6.2.2 Construction Manager shall prepare a "Constructability Report" that identifies items that, in the Construction Manager's opinion, may either positively or negatively impact construction of the Project. The Constructability Report shall address the overall coordination of Project Drawings, Specifications, and details and identify discrepancies that may generate Change Orders or claims once Project construction commences. The Constructability Report shall be updated at least monthly during the Pre-Construction Phase.

6.2.3 Construction Manager shall provide and implement a system for tracking questions, resolutions, decisions, directions and other information matters that arise during the development of the Drawings and Specifications for the Project. The decision

tracking system shall be in a format approved by the Owner and updated at least monthly during the Pre-Construction Phase and as necessary into the construction phase.

6.2.4 Construction Manager shall provide and maintain a log of savings that have been identified and achieved through review of design documents, value engineering and constructability, or savings derived from any other means.

### **6.3 Scheduling**

6.3.1 Develop a critical path method schedule ("CPM Schedule") for Project Team review and the Owner's approval, that coordinates and integrates activities on the Project, including the Construction Manager's services, the Project Architect's design services, the work of other consultants and suppliers, and the Owner's activities with the anticipated construction schedules for other contractors. The CPM Schedule must identify all major milestones through Project Final Completion. The CPM Schedule shall be created and maintained in accordance with the Owner's Specifications using the Owner specified format and software.

6.3.2 The Construction Manager shall update the CPM Schedule throughout the Pre-Construction and Construction Phases as described in the Owner's Specifications.

6.3.3 The CPM Schedule shall include other detailed schedule activities as directed by the Owner including, but not limited to, Owner-managed work under separate contracts such as equipment, furniture and furnishings, telephones, project security, property protection, life-safety systems, and computer technology systems.

### **6.4 Budget and Cost Consultation**

6.4.1 The Construction Manager is responsible for preparing and updating all procurement and construction cost estimates and distributing them to the Project Team throughout the duration of the Project.

6.4.2 The Construction Manager shall provide Estimated Construction Cost (ECC) reports at the required stages of completion of the Design and Construction Documents Phases of the Project as required in Article 26.3. The Estimated Construction Cost reports shall be detailed estimates derived from cost quantity surveys based on unit prices for labor, materials, overhead and profit, organized in Construction Specifications Institute Division 1-16 format for each portion of the Work.

6.4.3 The Construction Manager shall provide continuous cost consultation services coordinated with the constructability program throughout the duration of the Project, including identification and tracking of decisions that affect the scope or quality of the Project and providing ongoing updates of their cost and budget impact. Construction Manager shall advise the Project Team immediately if the Construction Manager has reason to believe that the most current ECC will exceed the Construction Cost Limitation (CCL) or not meet Schedule requirements and recommend reasonable strategies for bringing the Project in line with the CCL and the Schedule.

6.4.4 The Construction Manager shall promptly identify all variances between estimated costs and actual costs during the Construction Phase, and shall promptly

report such variances to the Project Team along with recommendations for action, but in any event no more than two (2) business days after acquiring such information.

6.4.5 Following Owner's approval of the ECC provided at the completion of the construction documents phase of design, Construction Manager shall not be entitled to any adjustment in the approved CCL except for changes in Project scope or quality which materially increase or decrease the cost to construct the Project that are ordered by Owner in writing in accordance with the Uniform General Conditions.

## **6.5 Coordination of Design and Construction Contract Documents**

6.5.1 Construction Manager shall review all Drawings, Specifications, and other Construction Documents as they are developed by the Project Architect during the Design and Construction Phases of the Project.

6.5.2 Construction Manager shall consult with Owner and Project Architect on the selection of materials, equipment, component systems, and types of construction used on the Project. Construction Manager shall advise Owner on site use, construction feasibility, availability of labor and materials, procurement time requirements, and construction coordination.

6.5.3 Construction Manager shall advise Owner of any error, inconsistency or omission discovered in the Drawings, Specifications, and other Construction Documents.

6.5.4 Construction Manager shall advise Owner on reasonable adjustments in the Project scope, quality or other options for keeping the Project cost within the CCL.

6.5.5 Construction Manager shall review the Construction Documents for compliance with all applicable laws and code requirements and with Williamson County requirements.

## **6.6 Construction Planning**

6.6.1 Construction Manager shall identify equipment or material requiring extended delivery times ("long lead items") and advise Owner on expedited procurement of those items. Advise Owner and Project Architect on the preparation of performance specifications and requests for technical proposals for the procurement and installation of systems and components and for the procurement of long lead items. If requested by Owner, and subject to Owner's prior approval, issue requests for technical proposals to qualified sources and receive proposals and assist in their evaluation.

6.6.2 Construction Manager shall make recommendations to the Project Team regarding organization of the Construction Documents to facilitate the procurement of construction subcontracts in a manner that promotes the interests of the Project and the Owner. These recommendations may include, but are not limited to, phased or staged construction or multiple separate contracts. The recommendations shall take into consideration such factors as time of performance, type and scope of work, availability of labor and materials, overlapping trade jurisdictions, provisions for temporary facilities, comparisons of factory and on-site production costs, shipping costs, code restrictions, and other constraints.

6.6.3 Construction Manager shall review the Construction Documents with the Project Team to eliminate areas of conflict, overlap and gaps in the work to be performed by the various Subcontractors or Owner's separate contractors.

6.6.4 Construction Manager shall assist the Owner, the Project Architect, Owner's other consultants, and the Owner's separate contractors in obtaining all applicable risk management, code, and regulatory agency reviews and approvals for the Project including, without limitation, the Texas Department of Licensing and Regulation, the State Fire Marshal, the local fire department, applicable code authority and the Owner's insurance provider.

6.6.5 Construction Manager shall advise Owner of any tests to be performed, and assist Owner in selecting testing laboratories and consultants, without assuming direct responsibility for the work of such laboratories and consultants.

6.6.6 Construction Manager shall review the Construction Documents to ensure that they contain adequate provision for all temporary facilities necessary for performance of the Work, and provisions for all of the job site facilities necessary to manage, inspect, and supervise construction of the Work.

6.6.7 Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the appropriate categories of labor required for critical phases or Stages. Make recommendations that minimize adverse effects of labor shortages.

6.6.8 Furniture, Fixtures and Equipment. Construction Manager shall consult with and make recommendations to the Owner on the acquisition schedule for fixtures, furniture and equipment, and coordinate the Owner's purchase and installation of such items with the Owner as may be required to meet the Schedule.

## **6.7 Obtaining Bids/Proposals for the Work**

6.7.1 Construction Manager shall obtain competitive bids/proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in General Conditions. Criteria for determining the proposal that provides the best value to the Owner shall be established by the Project Team and approved in writing by the Owner.

6.7.2 All subcontracts shall be awarded in accordance with the applicable provisions of the Texas Local Government Code.

6.7.3 Construction Manager and Owner shall review all trade contractor or Subcontractor bids/proposals and, based on the approved selection criteria, Construction Manager shall recommend to the Owner the bid/proposal that provides the best value for the Project. Upon Owner's concurrence in the recommendation, Construction Manager may negotiate the terms of the subcontract with the apparent best value bidder/proposer.

6.7.4 Construction Manager may seek to self-perform portions of the Work only with prior approval by the Owner. In such case, the Construction Manager must submit a proposal for the self-performance work in the same manner as all other trade contractors

or Subcontractors except that such proposal must be submitted to the Owner at least twenty four hours prior to the deadline established for other trade contractors and Subcontractors submitting for the same Work. The Owner will determine whether the Construction Manager's bid/proposal provides the best value for Owner, which determination is final. Construction Manager must perform approved self-performance work in accordance with the same terms and conditions as its other Subcontractors. For payment purposes, the Construction Manager shall account for self-performance work in the same manner as it does all other subcontract costs.

6.7.5 Construction Manager shall identify every Subcontractor it intends to use on the Project, including Subcontractors used for self-performed work, to the Owner in writing at least ten (10) days before entering into any subcontract. Construction Manager shall not use any Subcontractor to which Owner has a reasonable objection. Construction Manager shall not be required to subcontract with any Subcontractor to which it has reasonable objection. Following Owner acceptance of a Subcontractor, that Subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7.6 If a selected trade contractor or subcontractor fails to execute a subcontract after being selected in accordance with this section or defaults in the performance of its work, the Construction Manager may, in consultation with the Owner and without further advertising, fulfill the subcontract requirements itself or select a replacement trade contractor or subcontractor to do so.

## **6.8 Safety**

6.8.1 Construction Manager is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations and with the requirements of an Owner controlled insurance program, if any.

6.8.2 Construction Manager shall provide recommendations and information to Owner and Project Architect regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities, and equipment, materials, and services for common use of the Subcontractors. Construction Manager shall verify that appropriate safety provisions are included in the Construction Documents.

## **ARTICLE 7 PRE-CONSTRUCTION PHASE FEE**

7.1 The Pre-Construction Phase Fee is the total compensation payable to the Construction Manager for the performance of Pre-Construction Phase Services, except for Additional Pre-Construction Phase Services approved in advance and in writing by the Owner. The Pre-Construction Phase Fee shall be a lump sum amount based on the CCL established in this Agreement.

7.2 Except as specifically allowed in paragraph 8.4, the Construction Manager shall not be entitled to any increase in the Pre-Construction Phase Fee for any costs, expenses, liabilities or other obligations arising from the performance of Pre-Construction Phase Services.

7.3 Costs associated with the following items are included in the establishment of the Pre-Construction Phase Fee: profit and profit sharing; general overhead; salaries and labor; housing and relocation; estimating, scheduling and information management systems and software; contract administration; office expenses; printing and copying; consulting fees; legal or accounting fees; cost of money; taxes; insurance premiums and deductibles; bond costs; purchase or rental of equipment; utilities; travel; per diem; fines or penalties; and damage awards.

7.4 If the scope of the Pre-Construction Phase Services is changed materially, the Pre-Construction Phase Fee shall be equitably adjusted. If the CCL is changed materially before acceptance of the GMP Proposal, the Pre-Construction Phase Fee shall be adjusted in proportion to the change in the CCL. There shall be no adjustments in the Pre-Construction Phase Fee following acceptance of the GMP Proposal.

7.5 For Additional Pre-Construction Phase Services that are approved in advance and in writing by the Owner, Construction Manager shall be entitled to additional compensation computed as:

7.5.1 A pre-established lump sum amount; or

7.5.2 The hourly cost of Construction Manager's employee's or consultants who actually perform the Additional Services based on the employee's Worker Wage Rate or prorated Monthly Salary Rate plus the actual cost of allowable expenses incurred in the performance of the Additional Services plus an overhead and profit markup of ten percent (10%) of the total cost; or

7.5.3 As otherwise agreed to by the parties in advance of performing the Additional Pre-Construction Phase Services.

## **ARTICLE 8 GUARANTEED MAXIMUM PRICE PROPOSAL**

8.1 Within 30 days of selection by the Owner, the Construction Manager shall prepare and submit a preliminary Guaranteed Maximum Price ("GMP") Proposal to Owner. Prior to construction commencement, the Construction Manager shall submit the final GMP for Owner's approval. The GMP shall include a detailed summary of costs, arranged by CSI category, line items for project supervision, contingency, allowances, insurance and all fees. The GMP Proposal must be prepared in accordance with the guidelines and delivered in the format specified by Owner in the attached exhibits. Owner, at its sole option and discretion, may specify different requirements for the GMP Proposal. Construction Manager shall not withdraw its Guaranteed Maximum Price Proposal for ninety (90) days following submission to the Owner.

8.2 In developing the GMP Proposal, the Construction Manager shall coordinate efforts with the Project Architect to identify qualifications, clarifications, assumptions, exclusions, value engineering, constructability savings and any other factors relevant to establishment of a GMP. The Construction Manager shall review development of the GMP Proposal with the Owner on an ongoing basis to address clarifications of scope and pricing, distribution of contingencies, schedule, assumptions, exclusions, and other matters relevant to the establishment of a GMP.

8.3 The GMP Proposal must include a written description of how it was derived that specifically identifies the clarifications and assumptions made by the Construction Manager in



the GMP and the monetary amounts attributable to them. The GMP Proposal shall include, without limitation, a breakdown of Construction Manager's estimated General Conditions Costs and estimated Costs of the Work organized by trade; contingency amounts; the Construction Phase Fee; and the proposed Contract Time, including dates for Notice to Proceed with Construction, Substantial Completion and Final Completion.

8.4 The Guaranteed Maximum Price Proposal shall allow for reasonably expected changes and refinements in the Drawings and Specifications through completion of the Construction Documents, except for material changes in scope.

8.5 The GMP Proposal may include a Construction Manager's Contingency amount as allowed under Cost of the Work.

8.6 Included with its GMP Proposal, Construction Manager shall provide two complete, bound sets of the drawings, specifications, plans, sketches, instructions, requirements, materials, equipment specifications and other information or documents that fully describe the Project as developed at the time of the GMP Proposal and that are relevant to the establishment of the GMP. The bound supporting documents shall be referenced in and incorporated into the GMP Proposal.

8.7 The GMP Proposal and all supporting documents shall identify and describe all items, assumptions, costs, contingencies, schedules and other matters necessary and relevant for proper execution and completion of the Work and for establishment of the Guaranteed Maximum Price. The GMP Proposal and the supporting documents are complementary and, in the event of an irreconcilable conflict between or among them, the interpretation that provides for the higher quality of material and/or workmanship shall prevail over all other interpretations.

8.8 In submitting the GMP Proposal, the Construction Manager represents that it will provide every item, system or element of Work that is identified, shown or specified in the GMP Proposal or the supporting documents, along with all necessary or ancillary materials and equipment for their complete operating installation, unless specifically accepted by the Owner. Upon Owner's acceptance of the GMP Proposal, the Construction Manager shall not be entitled to any increase in the Guaranteed Maximum Price due to the continued refinement of the Construction Documents or the absence or addition of any detail or specification that may be required in order to complete the construction of the Project as described in and reasonably inferable from the GMP Proposal or the supporting documents used to establish the GMP.

8.9 The GMP Proposal shall adopt and incorporate all of the terms and conditions of this Agreement and all attachments to this Agreement. Any proposed deviation from the terms and conditions of this Agreement must be clearly and conspicuously identified to the Owner in writing and specifically accepted by the Owner. In the event of a conflict between any term of the GMP Proposal that was not clearly and conspicuously identified and approved by the Owner and the terms of this Agreement and its attachments, the terms of the Agreement and its attachments shall control.

8.10 Owner may accept or reject the Guaranteed Maximum Price Proposal or attempt to negotiate its terms with Construction Manager. Upon acceptance by the Owner of the GMP Proposal in writing, both parties shall execute the GMP Proposal and the terms of the GMP Proposal, including the Guaranteed Maximum Price and the supporting documents, shall become part of the Contract between the Owner and the Construction Manager. If the Owner rejects the GMP Proposal or the parties are unable or unwilling to agree on a GMP, the Owner may terminate this Agreement.

8.11 Following Owner acceptance of the GMP Proposal, Construction Manager shall continue to monitor the development of the Construction Documents so that, when complete, the Construction Documents adequately incorporate and resolve all qualifications, assumptions, clarifications, exclusions, constructability savings and value engineering issues identified in the GMP Proposal. During the Construction Documents stage, the Construction Manager and the Project Architect shall jointly deliver a monthly status report to the Owner describing the progress on the incorporation of all qualifications, assumptions, clarifications, exclusions, value engineering issues and all other matters relevant to the establishment of the GMP into the Construction Documents.

8.12 The Construction Manager shall document the actual Cost of the Work at buyout as compared to the Guaranteed Maximum Price proposal and shall report this information to the Owner monthly and with Construction Manager's recommendation for selection of a bid/proposal for each subcontracting package.

## **ARTICLE 9 CONSTRUCTION PHASE SERVICES**

***The Construction Phase shall be deemed to commence upon the date specified in a Notice to Proceed with Construction issued by Owner after approval of the Guaranteed Maximum Price Proposal and shall continue until Final Completion of all Work. Pre-Construction Phase Services may overlap Construction Phase Services. Construction Manager shall not incur any Subcontractor costs for construction of the Work prior to issuance by Owner of written authorization to commence such Work. The Construction Manager shall perform the following Construction Phase Services:***

9.1 Construct the Work in strict accordance with the Construction Documents and Owner's Specifications within the time required by the Project Schedule (sometimes referred to herein as the "Schedule"), as approved by Owner.

9.2 Organize and maintain a competent, full-time staff at the Project site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work, and further the goals of the Project Team.

9.3 Designate, in writing, a representative who is responsible for the day-to-day management of the Construction Phase Services. The designated representative shall be the Owner's primary contact during the Construction Phase and shall be available as required for the benefit of the Project and the Owner. The designated representative shall be authorized to act on behalf of and bind the Construction Manager in all matters related to Construction Phase Services including, but not limited to, execution of Change Orders and Applications for Payment.

9.4 Attend Owner's regularly scheduled Project progress meetings and fully advise the Project Team of the Project status including schedule, costs, quality and changes. Furthermore, the Construction Manager shall appear, upon Owner's request, at sessions of the Williamson County Commissioners Court and provide the members of such court with responses in relation to matters of interest relating to the Project.

9.5 In addition to attending Owner's regularly scheduled Project progress meetings, Construction Manager shall schedule, direct and attend interim progress meetings with other

members of the Project Team as required to maintain Project progress. Construction Manager shall record and distribute the minutes of each meeting to each Project Team member. The minutes shall identify critical activities that require action and the dates by which each activity must be completed.

9.6 Coordinate delivery and installation of Owner-procured material and equipment.

9.7 Provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and all other facilities and services necessary for the proper execution and completion of the Work in strict accordance with the requirements of the Construction Documents.

9.8 Assist in obtaining building permits and obtain special permits for permanent improvements as required by law or the Construction Documents. Assist Owner or Project Architect in obtaining all approvals required from authorities having jurisdiction over the Project.

9.9 Coordinate, monitor and inspect the work of Subcontractors to ensure conformance with the Construction Documents.

9.10 Be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Construction Manager shall keep the Owner informed of the progress and quality of the Work.

9.11 Construction Manager shall promptly correct any defective Work at Construction Manager's sole expense, unless the Owner specifically agrees to accept the Work.

9.12 Warrant that the materials and equipment provided for the Project will be of good quality and new unless otherwise required or permitted by the Construction Documents; that the construction will be free from faults and defects; and that the construction will conform to the requirements of the Construction Documents. The Construction Manager shall be responsible for correcting Work that does not comply with the Construction Documents at its sole expense without cost to the Owner.

9.13 Regarding Record Documents and the Owner's Project Closeout Specification, the Construction Manager shall maintain and deliver the required documents that describe changes or deviations from the Construction Documents that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

## **ARTICLE 10 COMMISSIONING & WARRANTY RESPONSIBILITIES**

10.1 Construction Manager shall provide commissioning, starting and check-out services for the systems installed in the Project prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

10.2 Construction Manager shall provide warranty services for the work for a full eighteen months (thirty months for work in the mechanical subcontract) following Final Completion. Just before the warranty period expires, Construction Manager shall attend an on-site meeting with the Owner and Project Manager to ensure that all warranty issues have been identified and properly remedied.

10.3 Construction Manager shall provide a written warranty period service plan that includes monthly site visits by an individual capable of making minor repairs and coordinating subcontractor warranty work.

## **ARTICLE 11                    OWNER'S RESPONSIBILITIES**

11.1 The Owner will designate a Project Architect for the Project.

11.2 The Owner will provide the Preliminary Project Cost (PPC) and general schedule for the Project. The PPC will include the Construction Cost Limitation, contingencies for changes in the Work during construction, and other costs that are the responsibility of the Owner. The general schedule will set forth the Owner's plan for milestone dates and completion of the Project.

11.3 The Owner will identify a person as its Project Manager (PM) who is authorized to act in the Owner's behalf with respect to the Project. The Project Manager shall also be referred to as the Owner's Designated Representative (ODR) and/or Resident Construction Manager (RCM). The Project Manager shall examine the documents submitted by the Construction Manager and shall render decisions on behalf of the Owner to the extent allowed by Texas law.

11.4 The Project Manager shall be authorized to administer this Agreement on behalf of the Owner, including final determination of fees and costs earned by the Construction Manager and equitable back-charges against the Construction Manager.

11.5 The Owner, at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Project.

11.6 The Owner shall arrange and pay for materials, structural, mechanical, chemical and other laboratory tests as required by the Construction Documents.

11.7 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Construction Manager's services and of the Work.

11.8 The Owner may designate one or more construction inspectors who shall be given access to the Work as requested or needed. The provision of inspection services by Owner shall not reduce or lessen Construction Manager's responsibility for the Work. Construction Manager is fully and solely responsible for constructing the Project in strict accordance with the Construction Documents.

11.9 Owner shall have the right to reject any defective Work on the Project. Should Construction Manager refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Construction Manager on demand.

11.10 Owner shall furnish to the Construction Manager the number of Construction Document sets as required by this Agreement.

## **ARTICLE 12            OWNERSHIP AND USE OF DOCUMENTS**

12.1 Drawings, specifications and other documents prepared by the Project Architect, its consultants, or other consultants retained by the Owner for the Project that describe the Work to be executed by the Construction Manager (the "Construction Documents") are instruments of service and shall remain the property of the Owner whether the Project for which they are made is executed or not. The Construction Manager and its Subcontractors are authorized to reproduce and use portions of the Construction Documents as necessary and appropriate for the execution of the Work. The Construction Manager and its Subcontractors shall not use the Construction Documents on any other projects.

12.2 Submission or distribution of the Construction Documents to meet official regulatory requirements or for other purposes in connection with the Project is authorized.

## **ARTICLE 13            TIME**

**13.1 TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

13.2 Unless otherwise approved, the Owner and the Construction Manager shall perform their respective obligations under the Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

13.3 Prior to commencement of the Construction Phase Services and concurrently with submission of the Guaranteed Maximum Price Proposal, the Construction Manager shall submit an up-to-date CPM Schedule for the performance of Construction Phase Services as specified. The CPM Schedule shall include reasonable periods of time for the Owner's and Project Architect's review and approval of shop drawings and submissions and for the approval of other authorities having jurisdiction over the Project.

## **ARTICLE 14            PAYMENTS**

### ***14.1 General Requirements***

14.1.1 Each schedule of values submitted with an Application for Payment shall include the originally established value for each work classification line item or subcontract and shall identify any revisions to the costs or cost estimates for each work classification or subcontract. The format and tracking method of the original schedule of values and of all updates shall be subject to approval by the Owner. At all times, the estimated cost of performing the uncompleted and unpaid portion of the Work, including Construction Manager's overhead and profit, shall not exceed the unpaid balance of the Guaranteed Maximum Price, less retainage on Work previously completed.

14.1.2 Expenses of transportation and overnight living expenses in connection with Owner approved out-of-state travel shall be identified separately in each Application for Payment. All travel must be approved in writing and in advance by Owner to be eligible for payment. Expenses specifically excluded from reimbursement include telephone charges, FAX services, alcoholic beverages, tips, laundry service, valet service, entertainment expenses, and any other non-project related items.

14.1.3 Retainage will be withheld from the entire amount approved in an Application for Payment including the Cost of the Work, General Conditions, and the Construction Manager's Construction Phase Fee. Retainage will not be withheld from payments for Pre-Construction Phase Services.

14.1.4 This Agreement is subject to the assessment of liquidated damages against Construction Manager. Amounts assessed as liquidated damages, and other amounts to which Owner is entitled by way of setoff or recovery, may be deducted from any moneys due Construction Manager.

14.1.5 Owner shall have the right to withhold from payments due Construction Manager such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Construction Manager or any Subcontractor or failure of Construction Manager or any Subcontractor to perform their obligations under this Agreement.

14.1.6 Notwithstanding any other contractual provision to the contrary, Owner shall not be obligated to make any payment to Construction Manager under any of the following circumstances:

14.1.6.1 Construction Manager persistently fails to perform the Work in accordance with the Contract Documents or is otherwise in material breach or default under this Agreement;

14.1.6.2 The payment request includes services that are not performed in accordance with the Construction Documents; provided, however, Owner shall pay for those services performed in accordance with the Construction Documents;

14.1.6.3 The payment request has insufficient documentation to support the amount of payment requested for Project costs; provided, however, Owner shall pay for allowable Project costs for which there is sufficient documentation;

14.1.6.4 Construction Manager has failed to make payments promptly to Subcontractors or other third parties used in connection with any services or materials for which Owner has made payment to Construction Manager;

14.1.6.5 If Owner, in its good faith judgment, determines that the unpaid balance of the GMP is not sufficient to complete the Work in accordance with the Construction Documents;

14.1.6.6 Construction Manager has persistently failed to complete the Work in accordance with the CPM Schedule requirements or if Owner, in its good faith judgment, determines that the remaining Work will not be completed within the contract time;

14.1.6.7 Construction Manager is insolvent, makes a general assignment for the benefit of its creditors or otherwise seeks protection under the laws and regulations of the bankruptcy courts; or

14.1.6.8 Construction Manager fails to obtain, maintain or renew insurance coverage as required by the Agreement.

14.1.7 No partial payment made by the Owner shall constitute, or be construed to constitute, final acceptance or approval of the work to which the partial payment relates or of the documentation provided in support of the partial payment. No partial payment made by the Owner shall constitute, or be construed to constitute, a release of Construction Manager from any of its obligations or liabilities with respect to the Work.

14.1.8 Owner shall have the right to verify and audit the details of Construction Manager's billings, certificates, accountings, cost data, and statements, either before or after payment, by (1) inspecting the books and records of Construction Manager during normal business hours; (2) examining any reports with respect to this Project; (3) interviewing Construction Manager's employees; (4) visiting the Project site; and (5) any other reasonable action. Construction Manager's records shall be kept on the basis of generally accepted accounting principles and organized by each Application for Payment period.

#### 14.2 *Pre-Construction Phase Payments*

14.2.1 Payments for Pre-Construction Phase Services shall be made monthly based on the percentage completion of the Construction Manager's required services for each stage of development of the Construction Documents and the procurement of Subcontractor bids/proposals in accordance with the following schedule:

|                                                |                   |
|------------------------------------------------|-------------------|
| <b><i>Schematic Design Stage</i></b>           | <b><i>15%</i></b> |
| <b><i>Design Development Stage</i></b>         | <b><i>20%</i></b> |
| <b><i>GMP Development Stage</i></b>            | <b><i>20%</i></b> |
| <b><i>Construction Documents Stage</i></b>     | <b><i>40%</i></b> |
| <b><i>Subcontractor Bid/Proposal Stage</i></b> | <b><i>5%</i></b>  |

14.2.2 All payment requests for Pre-Construction Phase Services shall be submitted on an Application for Payment and Schedule of Values approved by the Owner and includes all required attachments identifying payments to all Subcontractors.

#### 14.3 *Construction Phase Payments*

***14.3.1 Payment requests for Construction Phase Services shall be submitted on an Application for Payment with a schedule of values approved by the Owner and include all required attachments identifying payments to all Subcontractors. Payment for approved Change Orders shall be made as part of the Construction Manager's Application for Payment.***

***14.3.2 The Construction Manager's Construction Phase Fee shall be shown as a separate line item on the Schedule of Values. Payment of the Construction Manager's Construction Phase Fee shall be made with each Application for Payment in the same proportion as the percentage completion of the Cost of the Work of the Project.***

***14.3.3 For General Conditions Costs, Construction Manager's Application for Payment shall include complete copies of all receipts, invoices with check***

**vouchers or other evidence of payment, payrolls, and any and all other evidence which Owner or its designated representatives shall deem necessary to support the amount requested. This information is subject to audit and payment for these costs is dependent on Owner's receipt of accurate and complete records of all transactions. Owner may reduce the amount requested for General Conditions Costs in any Application for Payment if the Owner, in its good faith judgment, determines that the unpaid balance of the General Conditions line item in the schedule of values is not sufficient to fund necessary General Conditions Costs for the remainder of the Project.**

**14.3.4 Pay requests for Subcontractor work included in an Application for Payment shall not exceed the percentage of Work allocated to that Subcontractor for each respective schedule of values work classification which has been actually completed and shall not exceed the total value of the subcontract amount.**

**14.3.5 Construction Manager's Request for Final Payment shall not be made until all Work is completed and all requirements of the Contract Documents have been satisfied including, without limitation: delivery to Owner of a complete release of all liens and claims arising out of the Work; written consent of surety to release of final payment; and a sworn affidavit that, to the best of Construction Manager information, knowledge and belief, the release includes and covers all materials and services over which Construction Manager has control and for which a lien could be filed and that all known debts and claims arising from the Project have been satisfied. Alternatively, Construction Manager may, at its sole expense, furnish a bond satisfactory to Owner to indemnify Owner against any lien or claim arising out of the Work. If any lien or claim is asserted against Owner after all payments are made, Construction Manager shall reimburse Owner for all damages and costs Owner may incur in discharging such lien, including all costs or court and reasonable attorneys' fees, and Owner shall retain all other remedies available to it at law and in equity.**

**14.3.6 Owner shall have no obligation to make Final Payment until a complete and final accounting of the Direct Construction Cost has been submitted by Construction Manager and has been audited and verified by Owner or Owner's representatives.**

**14.3.7 Nothing contained herein shall require the Owner to pay the Construction Manager an aggregate amount for Construction Phase Services that exceeds the Guaranteed Maximum Price or to make any payment if, in the Owner's belief, the cost to complete the Work would exceed the Guaranteed Maximum Price less previous payments to Construction Manager. The total amount of all Construction Phase payments to the Construction Manager shall not exceed the actual verified Direct Construction Cost for the Project plus the Construction Manager's Construction Phase Fee.**

**14.3.8 THE ACCEPTANCE BY CONSTRUCTION MANAGER OR CONSTRUCTION MANAGER'S SUCCESSORS OF FINAL PAYMENT UNDER THIS AGREEMENT, SHALL CONSTITUTE A FULL AND COMPLETE RELEASE OF OWNER FROM ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION WHATSOEVER THAT CONSTRUCTION MANAGER, ITS SUBCONTRACTORS, SUPPLIERS AND CONSULTANTS OR ANY OF THEIR SUCCESSORS OR**



***ASSIGNS HAVE OR MAY HAVE AGAINST OWNER ARISING FROM THE PROJECT OR ANY PROVISION(S) OF THIS AGREEMENT EXCEPT FOR THOSE PREVIOUSLY MADE IN WRITING AND IDENTIFIED BY CONSTRUCTION MANAGER AS UNSETTLED AT THE TIME OF THE REQUEST FOR FINAL PAYMENT.***

## **ARTICLE 15            DIRECT CONSTRUCTION COST**

Direct Construction Cost means the sum of the amounts that the Construction Manager actually and necessarily incurs constructing the Work in strict compliance with the Construction Documents. Direct Construction Cost includes only the cost categories set forth in this Article and does not include the Pre-Construction Phase Fees or the Construction Phase Fees unless specifically noted.

### **15.1    General Conditions Costs**

Construction Manager is entitled to receive payment for the actual cost of the allowable General Conditions items incurred after receipt of a Notice to Proceed with Construction from the Owner through Substantial Completion of the Project. Construction Manager is not entitled to reimbursement for General Conditions Costs incurred before receipt of the Notice to Proceed with Construction. General Conditions Costs incurred after Substantial Completion must be approved in advance by the Owner.

Allowable General Conditions items are identified below and by attached exhibit. These items shall be included in the General Conditions cost amount shown as a line item in the Guaranteed Maximum Price Proposal and as detailed on the schedule of values. Items not specifically included below or in the exhibit will not be allowed as a General Condition costs.

15.1.1 Personnel Costs. The actual Worker Wage Rate for Construction Manager's hourly employees and the Monthly Salary Rate of Construction Manager's salaried personnel who are identified to the Owner in advance and in writing but only for the time actually stationed at the Project site with the Owner's prior consent. The Monthly Salary Rate of the Construction Manager's Project Manager may be included in the General Conditions Costs only when the Construction Manager's Project Manager is directly managing the Project. All personnel costs are subject to audit to determine the actual cost of the wages, salaries and allowable employer contributions incurred by the Construction Manager for services performed for the Project.

15.1.2 Costs of long-distance telephone calls, telegrams, postage, package delivery and courier service, hardwired telephone service, and reasonable expenses of Construction Manager's jobsite office if incurred at the Project site and directly and solely in support of the Work.

15.1.3 Costs of materials, supplies, temporary facilities, equipment, and hand tools (except those customarily owned by construction workers), supplied to the Project site by Construction Manager, if such items are fully consumed in the construction of the Work and are included in the list of allowable General Condition Line Items. Cost for used items shall be based on fair market value and may include transportation, installation, and minor maintenance costs, and removal costs. If an item is not fully consumed in the construction of the Work, its cost shall be based on actual cost of the item less its fair market salvage value.

15.1.4 Rental charges for temporary facilities, equipment, and hand tools (except those customarily owned by construction workers), supplied to the Project site by Construction Manager, provided they are included in the list of allowable General Condition Line Items and Owner has approved the rentals and the rental rates in advance and in writing. Rental rates may include transportation, installation, and minor maintenance costs, and removal costs. For tools, machinery or construction equipment rented directly from the Construction Manager, the rental rate, including freight and delivery costs and all operating expenses except labor, shall be approved in advance by the Owner and shall be in accordance with the "Rental Rate Blue Book for Construction Mobilization Costs" published by Primedia, latest edition, but no higher than the prevailing competitive rates for rental of similar equipment in the Project vicinity.

15.1.5 The aggregate rental cost of any item charged to Owner shall not exceed ninety percent (90%) of the purchase price and maintenance cost of the item. If the anticipated aggregate rental cost for an item of equipment exceeds ninety percent (90%) of the purchase and maintenance price, Construction Manager shall purchase the equipment and turn it over to Owner upon final completion of the Work or, at Owner's option, credit the Owner with the fair market resale value of the item.

15.1.6 Permit and inspection fees that are not subject to exemption.

15.1.7 Premiums for insurance and bonds to the extent directly attributable to this Project.

15.1.8 Governmental sales and use taxes directly attributable to the General Conditions Items.

## **15.2 Cost of the Work**

Construction Manager is entitled to receive payment for the actual cost of the allowable Cost of the Work items incurred after receipt of Owner's written authorization to commence the Construction Phase Work through Final Completion of the Project. Construction Manager is not entitled to reimbursement for Cost of the Work incurred before receipt of Owner's written authorization. "Cost of the Work" includes the following:

15.2.1 Costs of materials and equipment purchased directly by the Construction Manager and incorporated into or consumed in the performance of the Work, including transportation charges, and a reasonable and customary allowance for waste and spoilage. Payment for stored materials is subject to prior approval of the Owner for such storage and payment.

15.2.2 Costs of site debris removal and disposal in accordance with all applicable laws and regulations if not otherwise included in General Conditions.

15.2.3 Payments made to Subcontractors and their vendors or suppliers by Construction Manager for the subcontract work in accordance with the Construction Documents and the requirements of the subcontracts with the Subcontractors, vendors or suppliers.

15.2.4 Payments earned by Construction Manager for self-performed subcontract work, other than General Conditions work, in accordance with the Construction Documents and the terms of this Agreement and approved by the Owner.

15.2.5 Testing fees incurred by the Construction Manager and approved by the Owner.

15.2.6 Intellectual property royalties and licenses for items specifically required by the Construction Documents which are, or will be, incorporated into the Work.

### **15.3 Construction Manager's Contingency**

15.3.1 The Guaranteed Maximum Price Proposal may include a Construction Manager's Contingency amount to be used to fund increases in the Direct Construction Cost of the Project identified through the refinement, development and completion of the Construction Documents or procurement of the Work.

15.3.2 Any re-allocation of funds from the Construction Manager's Contingency to cover increases in the Direct Construction Cost must be approved by the Owner in advance and in writing. In written requests to use the Construction Manager's Contingency, the Construction Manager shall provide detailed documentation of the scope of work affected and the bases for any increases in costs.

15.3.3 The Construction Manager's Contingency is specifically not to be used for Construction Manager rework, unforeseen conditions, cost increases caused by lack of coordination or communication with the Project Architect or trade Subcontractors, or to correct errors or omissions in the Construction Documents.

15.3.4 As the Construction Documents are finalized and the Buyout of the Work progresses, the Construction Manager's Contingency amount shall be reduced by mutual agreement of Owner and Construction Manager. Any balance in the Construction Manager's Contingency fund remaining at the end of the Project shall be returned to the Owner as savings.

## **ARTICLE 16 CONSTRUCTION PHASE FEE**

The Construction Manager's Construction Phase Fee is the maximum amount payable to the Construction Manager for any cost or profit expectation incurred in the performance of the Work that is not specifically identified as being eligible for reimbursement by the Owner elsewhere in the Agreement. References to Construction Manager's "overhead" and "profit" mean the Construction Manager's Construction Phase Fee. The Construction Phase Fee includes, but is not limited to, the following items.

16.1 All profit, profit expectations and costs associated with profit sharing plans such as personnel bonuses, incentives, and rewards; company stock options; or any other like expenses of the Construction Manager.

16.2 Salaries of Construction Manager's officers, project manager(s), estimators, schedulers and all other employees not stationed at the Project site and performing services directly related to the Project.

16.3 Any and all overhead, labor or general expenses of any kind unless specifically allowed under General Conditions. These costs include, but are limited to: costs for the purchase, lease, rental of or allowance for vehicles and their maintenance, radios/communication equipment, jobsite computers and other business equipment, and specialized telephone systems, including cellular/digital phones; trade or professional association dues; cost for relocation of any of the Construction Manager's personnel; and travel, per diem and subsistence expense of Construction Manager, its officers or employees except as specifically allowed under General Conditions.

16.4 Any financial costs incurred by the Construction Manager including the cost of capital or interest on capital, regardless of whether it is related to the Project, and costs associated with construction warranty reserves.

16.5 Any legal, accounting, professional or other similar costs incurred by the Construction Manager, including costs incurred in connection with the prosecution or defense any dispute, mediation, arbitration, litigation or other such proceeding related to or arising from the Project.

16.6 Any Federal and/or State income and franchise taxes paid by Construction Manager. Any fines, penalties, sanctions or other levies assessed by any governmental body against Construction Manager.

16.7 Any cost arising out of a breach of any of the terms and conditions of the Contract Documents or the fault, failure or negligence of Construction Manager, its Subcontractors, or any person or entity for whom they may be liable. These costs include, without limitation: costs to remedy defective, rejected, or nonconforming work, materials or equipment including costs for retesting to verify compliance with specifications; costs due to failure to coordinate the Work or meet CPM Schedule milestones; costs arising from Construction Manager's contractual indemnification obligations; liquidated or actual damages imposed by Owner for failure to complete the Work within the Contract Time; costs due to the bankruptcy or insolvency of any Subcontractor; and damage or losses to persons or property.

16.8 The cost of any and all insurance deductibles payable by the Construction Manager and costs due to the failure of Construction Manager or any Subcontractor to procure and maintain insurance as and to the extent required by the Contract Documents.

16.9 Any and all costs that would cause the Guaranteed Maximum Price, minus the amounts allocated in the GMP for Owner's Contingency and Owner's Special Cash Allowance, to be exceeded.

16.10 Any and all costs not specifically identified as an element of the Direct Construction Cost.

## **ARTICLE 17 CONTRACT SAVINGS, ALLOWANCES, REBATES & REFUNDS**

17.1 If the allowable, final, verified, audited amount of the cost of General Conditions, Cost of the Work, Allowance items and Construction Manager's Contingency is less than the amount established for each of those categories in the originally approved Guaranteed Maximum Price Proposal, the entire difference shall be credited to the Owner as savings and the final contract amount shall be adjusted accordingly. When buyout of the Project is at least 85% complete, the

Owner may recognize any savings achieved to that point by issuing a deductive change order for the saved amount.

17.2 Items to be provided for through Owner's Special Cash Allowances shall be clearly identified in the Construction Documents and the Guaranteed Maximum Price Proposal. The Cost of the Work included in the Allowances shall be determined in accordance with the Uniform General Conditions. Any claim by the Construction Manager for an adjustment to an Allowance amount included in the Guaranteed Maximum Price based on the cost of Allowance work shall be made within a reasonable time after the issuance of the Construction Documents for the Allowance items. The Construction Manager shall not be entitled to any increase in its Construction Phase Fee for increases to Allowance amounts that were initially based on estimates provided by the Construction Manager. Owner shall be entitled to retain 100% of the balance of any unused Allowance amount.

17.3 The Owner shall be entitled to deduct amounts for the following items from any Application for Payment or from the Request for Final Payment submitted by the Construction Manager:

17.3.1 The fair market value of all tools, surplus materials, construction equipment, and temporary structures that were charged to the Work (other than rental items) but were not consumed during construction or retained by the Owner. Upon completion of the Work or when no longer required, Construction Manager shall either credit the Owner for the fair market value (as approved by the Owner) for all surplus tools, construction equipment and materials retained by the Construction Manager or, at Owner's option, use commercially reasonable efforts to sell the surplus tools, construction equipment and materials for the highest available price and credit the proceeds to the Owner's account.

17.3.2 Discounts earned by the Construction Manager through advance or prompt payments funded by the Owner. The Construction Manager shall obtain all possible trade and time discounts on bills for material furnished, and shall pay bills within the highest discount periods. The Construction Manager shall purchase materials for the Project in quantities that provide the most advantageous prices to the Owner.

17.3.3 Rebates, discounts, or commissions obtained by the Construction Manager from material suppliers or Subcontractors, together with all other refunds, returns, or credits received for materials, bond premiums, insurance and sales taxes.

17.3.4 Deposits made by Owner and forfeited due to the fault of the Construction Manager.

17.3.5 Balances remaining on any Allowances, the Construction Manager's Contingency, or any other identified contract savings.

17.4 Owner shall be entitled to recover any savings realized between the Guaranteed Maximum Price and the buyout price for subcontracting work, provided however, that Construction Manager may use such savings to offset other buyout packages that exceed the amounts identified in the initial Guaranteed Maximum Price, so long as the total Cost of Work proposed in the Guaranteed Maximum Price does not increase.

17.5 Owner shall be entitled to recognize and recover 100% of any savings identified by cost review or audit at any time, before or after Final Payment.

## **ARTICLE 18 PRE-EXISTING CONDITIONS & DESIGN ERRORS AND OMISSIONS**

***18.1 The Construction Manager acknowledges that it has been provided unrestricted access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Construction Manager's investigation was instrumental in preparing its Guaranteed Maximum Price Proposal for the Work. Construction Manager shall not make or be entitled to any claim for any adjustment to the Contract Time or the Contract Sum for Pre-Construction Phase Services or for Construction Phase Services arising from Project conditions that Construction Manager discovered or, in the exercise of reasonable care, should have discovered in Construction Manager's investigation.***

18.2 The Construction Manager acknowledges that as part of its Pre-Construction Phase Services it shall participate in the review and revision of the Construction Documents. Construction Manager's participation in this review process will be instrumental in preparing its Guaranteed Maximum Price Proposal for the Work. Before submitting its Guaranteed Maximum Price Proposal, the Construction Manager shall review the drawings, specifications and other Construction Documents and notify the Owner of any errors, omissions or discrepancies in the documents of which it is aware. Construction Manager shall not make or be entitled to any claim for any adjustment to the Contract Time or the Contract Sum for errors or omissions in the Construction Documents that Construction Manager discovered or, in the exercise of reasonable care, should have discovered in Construction Manager's Pre-Construction Phase design review process that Construction Manager did not bring to the attention of the Owner and the Project Architect in a timely manner.

## **ARTICLE 19 BONDS AND INSURANCE**

19.1 Upon execution of this Agreement, Construction Manager shall provide a security bond in the amount of 5% of the Construction Cost Limitation. The surety for a security bond shall meet the same requirements as set forth for payment and performance bonds.

19.2 Upon acceptance by the Owner of a Guaranteed Maximum Price Proposal, Construction Manager shall provide performance and payment bonds on forms acceptable to the Owner. The penal sum of the payment and performance bonds shall be equal to the Guaranteed Maximum Price. If construction is phased or staged with different Guaranteed Maximum Prices established at different times, the penal sum of the bonds shall be increased at the start of each stage or phase based on the cumulative total value of all Guaranteed Maximum Prices in effect.

19.3 The Construction Manager shall not commence work under the Agreement until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by the Owner. Owner's review of the insurance shall not relieve nor decrease the liability of the Construction Manager. Prior to commencing any work under this Agreement, Construction Manager shall provide evidence of the following insurance coverages:

19.3.1 Pre-Construction Phase: Employer's Liability, Workers' Compensation, Comprehensive General Liability and Comprehensive Automobile Liability in the amounts as set forth in the Request for Proposal.

19.3.2 Construction Phase: In addition to the coverages required during the Pre-Construction Phase, Builder's Risk and Owner's Protective Liability in the amounts as set forth in the Request for Proposal.

19.3.3 Prior to commencing any construction work, Construction Manager shall provide evidence of Builder's Risk coverage as set forth in the Request for Proposal, which coverage shall remain in full force and effect throughout the term of the Project and shall be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage.

19.3.4 Construction Manager shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

19.4 The Construction Manager shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Construction Manager fails to obtain, maintain or renew any insurance required by the Agreement, the Owner may obtain insurance coverage directly and recover the cost of that insurance from the Construction Manager.

19.5 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Construction Manager.

19.6 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Construction Manager and not covered by insurance shall be paid by the Construction Manager.

19.7 The cost of premiums for any additional insurance coverage desired by the Construction Manager in excess of that required by this Agreement or the Contract Documents shall be borne solely by the Construction Manager out of its fees and not included in the GMP Proposal as a Direct Construction Cost.

## **ARTICLE 20 PROJECT TERMINATION AND SUSPENSION**

20.1 These project termination and suspension provisions are in addition to those project termination and suspension provisions as described in the Uniform General Conditions for Construction Manager-at-Risk Contracts for Williamson County, as attached.

20.2 This Agreement may be terminated during the Pre-Construction Phase by either party upon fifteen (15) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination and breach is not cured or an acceptable plan to cure the breach is not established within the fifteen (15) day period.

20.3 This Agreement may be terminated by the Owner during the Pre-Construction Phase upon at least three days written notice to the Construction Manager in the event that the Project is to be temporarily or permanently abandoned.

20.4 This Agreement may be terminated by the Owner at the GMP Proposal stage upon at least three (3) days written notice to the Construction Manager in the event that the parties are unable or unwilling to agree on a GMP Proposal.

20.5 In the event of termination that is not the fault of the Construction Manager, the Construction Manager shall be entitled to compensation for all services performed to the termination date provided, however, Construction Manager has delivered to Owner such statements, accounts, reports and other materials as required together with all reports, documents and other materials prepared by Construction Manager prior to termination. Upon such payment, Owner shall have no further obligation to the Construction Manager.

20.6 Termination of this Agreement shall not relieve Construction Manager or any of its employees, subcontractors, or consultants of liability for violations of this Agreement or for any act or omission, or negligence, of Construction Manager related to the Project. In the event of a termination, Construction Manager hereby consents to employment by Owner of a substitute Construction Manager to complete the services under this Agreement.

20.7 In the event of termination, Owner shall have the right to use any documents or other materials prepared for the Project and the ideas and designs they contain for the completion of the services described by this Agreement, for completion of the Project, or for any other purpose.

20.8 If the Project is suspended or abandoned in whole or in part for more than ninety (90) consecutive days during the Pre-Construction Phase, the Construction Manager shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment. If the Project is resumed after being suspended for more than ninety (90) consecutive days, the Construction Manager's compensation for Pre-Construction Services shall be equitably adjusted if, in the Owner's reasonable opinion, such adjustment is warranted.

## **ARTICLE 21                    INDEMNITY**

**21.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONSTRUCTION MANAGER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES,**



LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONSTRUCTION MANAGER, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW.

21.2 The indemnities contained herein shall survive the termination of this Agreement for any reason whatsoever.

## **ARTICLE 22**        **SPECIAL WARRANTIES**

22.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Construction Manager agree and acknowledge that Owner is entering into this Agreement in reliance on Construction Manager's represented expertise and ability to provide construction management services. Construction Manager agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

22.2 The Construction Manager represents, and agrees that it will perform its services in accordance with the usual and customary standards of Construction Manager's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project. Construction Manager agrees to bear the full cost of correcting Construction Manager's negligent or improper work and services, those of its consultants, and any harm caused by the negligent or improper work or services.

22.3 The Construction Manager's duties shall not be diminished by any approval by Owner nor shall the Construction Manager be released from any liability by any approval by Owner, it being understood that the Owner is ultimately relying upon the Construction Manager's skill and knowledge in performing the services required hereunder.

22.4 The Construction Manager represents and agrees that all persons connected with the Construction Manager directly in charge of its services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction over the Project if registration is required.

22.5 The Construction Manager represents and agrees to advise Owner of anything of any nature in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Construction Manager (by the Owner or any other party) that is, in its opinion, unsuitable, improper, or inaccurate for the purposes for which the document or data is furnished.

22.6 The Construction Manager represents and agrees to perform its services under this Agreement in an expeditious and economical manner consistent with good business practices and the interests of Owner.

22.7 Construction Manager represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under this Agreement.

22.8 Construction Manager represents and agrees that the individual executing this Agreement on behalf of Construction Manager has been duly authorized to act for and to bind Construction Manager to its terms.

22.9 Construction Manager warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Construction Manager has been duly authorized to act for and bind Construction Manager; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Construction Manager has been duly authorized to act for and bind Construction Manager.

22.10 Neither the execution and delivery of this Agreement by Construction Manager nor the performance of its obligations hereunder will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Construction Manager is bound, or any agreement by which Construction Manager is bound or to the best of the Construction Manager's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Construction Manager.

22.11 Except for the obligation of Owner to pay Construction Manager certain fees and expenses pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Construction Manager or to anyone claiming through or under Construction Manager by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Construction Manager, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to construction manager or to anyone claiming through or under Construction Manager by reason of the execution or performance of this Agreement.

## **ARTICLE 23 CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK**

The Construction Manager shall provide at Substantial Completion, a notarized affidavit to the Owner and the Architect stating that no asbestos containing materials or work was provided, installed, furnished or added to the Project.

## **ARTICLE 24 MISCELLANEOUS PROVISIONS**

24.1 Assignment. This Agreement is a personal service contract for the services of Construction Manager, and Construction Manager's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

24.2 Records of expenses pertaining to Additional Services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards and shall be available for audit by the Owner or the Owner's authorized representative on reasonable notice.

24.3 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Construction Manager and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Construction Manager and Owner.

24.4 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

24.5 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

24.6 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

24.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

24.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Construction Manager a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Construction Manager shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

24.9 Records. Records of Construction Manager's costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for two (2) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Construction Manager in writing.

24.10 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Construction Manager or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

24.11 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

24.12 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

## **ARTICLE 25            COMPENSATION**

### **25.1    Construction Cost Limitation**

The anticipated Construction Cost Limitation for the Project at the time this Agreement was executed is:

Thirteen Million Six Hundred Thirty Three Thousand Dollars (\$13,633,000)

### **25.2    Pre-Construction Phase Fee**

For Pre-Construction Phase Services, Owner shall pay Construction Manager a Pre-Construction Phase Fee in the total stipulated amount of:

Seventeen Thousand Dollars (\$17,000);

### **25.3    Construction Phase Fee**

25.3.1 For Construction Phase Services, Owner shall pay Construction Manager a stipulated Construction Phase Fee equal to Two point Six percent (2.600%) of the Construction Cost Limitation for the Project.

25.3.2 Based on the anticipated CCL established at the time of this Agreement, the Construction Phase Fee would be the total stipulated amount of:

Three Hundred Fifty Four Thousand Four Hundred Sixty Dollars (\$354,460).

25.3.3 If the Owner agrees to an increase in the Guaranteed Maximum Price during the Construction Phase, the Construction Phase Fee shall be equitably adjusted by applying the percentage established in paragraph 25.3.1 to the amount of the increase in the GMP.

25.3.4 The percentage rate established in paragraph 25.3.1 of this Agreement for calculation of the Construction Phase Fee cannot be increased except with the express written approval of the Owner.

25.3.5 If the Owner agrees to any increases in the Construction Cost Limitation during the Construction Phase without increasing the GMP (for example, change orders funded by Owner's Special Cash Allowance or Owner's Construction Contingency), the Construction Manager's fee for these increases shall be calculated accordance with the provisions of the Uniform General Conditions for Change Orders.

#### **25.4 Limitation on General Condition Costs**

25.4.1 The maximum allowable amount of General Conditions Costs payable to the Construction Manager during the Construction Phase of the Project shall not exceed Four point Eight Eight One percent (4.881%) of the Construction Cost Limitation for the Project.

25.4.2 Based on the anticipated CCL established at the time of this Agreement, the maximum allowable amount of General Conditions Costs would be the total amount of:

Six Hundred Sixty Five Thousand Four Hundred Twenty Four Dollars (\$665,424).

25.4.3 If the Owner agrees to an increase in the Guaranteed Maximum Price during the Construction Phase the maximum allowable amount of General Conditions Costs shall be equitably adjusted by applying the percentage established in paragraph 25.4.1 to the amount of the increase in the GMP.

25.4.4 The percentage rate established in paragraph 25.4.1 of this Agreement for calculation of the maximum allowable amount of General Conditions Costs cannot be increased except with the express written approval of the Owner.

25.4.5 If the Owner agrees to any increases in the Construction Cost Limitation during the Construction Phase without increasing the GMP (for example, change orders funded by Owner's Special Cash Allowance or Owner's Construction Contingency) the allowable General Conditions Costs for these increases shall be calculated accordance with the provisions of the Uniform General Conditions for Change Orders.

### **ARTICLE 26 OTHER TERMS AND CONDITIONS**

#### **26.1 Time of Completion**

*26.1.1 The anticipated date for achieving Substantial Completion of the Project at the time this Agreement was executed is:*

Four Hundred and Five calendar days from Notice to Proceed with Construction.

25.1.2 The Construction Phase shall be deemed to commence on the date specified in a Notice to Proceed with Construction issued by Owner after approval of the Guaranteed Maximum Price Proposal.

25.1.3 The Construction Manager shall achieve Substantial Completion of the Work and Final Completion of the Work on or before the dates agreed to in the Guaranteed Maximum Price Proposal, subject to time extensions granted by Change Order.

25.1.4 THE TIMES SET FORTH FOR COMPLETION OF THE WORK IN THE NOTICE TO PROCEED WITH CONSTRUCTION AND THE GUARANTEED MAXIMUM PRICE PROPOSAL ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. The Owner may elect, at its option, to stage or "fast-track" portions of the work. The Owner shall issue a separate Notice to Proceed or Change Order for each such stage and each such stage shall have a separate substantial completion date and a separate liquidated damages amount.

## **26.2 Liquidated Damages**

26.2.1 For each consecutive calendar day after the Substantial Completion Date that the Work is not substantially completed, the Owner may deduct the amount of:

One Thousand Dollars per day (\$1,000/day)

from any money due or that becomes due the Construction Manager, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion.

26.2.2 The parties stipulate and agree that calculating Owner's actual damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

## **26.3 Estimated Construction Cost Reports**

Construction Manager will prepare an Estimated Construction Cost within 20 calendar days of receipt of Notice to Proceed on Preconstruction Services and at a minimum shall update such estimate immediately prior to obtaining competitive bids/proposals from trade contractors or subcontractors for all major elements of the work.

## **26.4 Notices**

Notices of claims or disputes or other legal notices required by this Agreement shall be sent to the following persons at the indicated locations.

If to Owner:

Williamson County Judge  
Dan A. Gattis (or Successor)  
710 Main Street, Suite 101  
Georgetown, Texas 78626

With Copy to: Williamson County Attorney  
Jana Duty (or Successor)  
405 M.L.K. Street, Box #7  
Georgetown, Texas 78626

If to Construction Manager: Name: J.Thomas Vaughn  
Title: CEO  
Address: 10355 Westpark Drive  
Houston, TX 77042  
Phone: 713-243-8300  
Fax: 713-243-8350

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

## **26.5 Party Representatives**

*26.5.1 The Owner's Designated Representative/Project Manager authorized to act in the Owner's behalf with respect to the Project is:*

Gary Wilson  
Project Manager  
3101 SE Inner Loop  
Georgetown, TX 78626

*26.5.2 The Construction Manager's Project Manager/Estimator is Doug Boram. The Construction Manager's Project Superintendent is Stuart Baker. The Construction Manager's designated representative authorized to act on the Construction Manager's behalf and bind the Construction Manager with respect to the Project is:*

Name: Danny Thompson  
Title: Construction Director  
Address: 10355 Westpark Drive  
Houston, TX 77042  
Phone: 713-243-8300  
Fax: 713-243-8350

*26.5.3 The parties may make reasonable changes in their designated representatives upon advance written notice to the other party and in accordance with Paragraph 4.8.*

## **26.6 Construction Document Sets**

*The Project Architect shall coordinate the printing, binding and distribution of the initial issuance of all construction documents to all Subcontractor bidders/proposers requesting documents in order to provide bids/proposals to the Construction Manager. A minimum of fifty (50) sets will be furnished at the expense of the Owner. The Construction Manager shall utilize all construction documents returned to the Project Architect from the Subcontractor bidders/proposers.*

## **26.7 Interim Record Drawings and Specifications**

As a requirement for acceptance of Substantial Completion, Construction Manager shall reproduce two (2) copies of the current As-Built Drawings and Specifications maintained at the job site and provide these copies to the Owner. These documents shall be labeled "Interim Record Drawings and Specifications", and are required to assist the Owner in the operation of the facility until Final Completion is accomplished and the final As-Built Drawings and Specifications are provided to the Project Architect to prepare the final "Record Drawings" and "Record Specifications".



BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the day and year first above written.

WILLIAMSON COUNTY, TEXAS

J.T Vaughn Construction, LLC

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

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

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

Printed Name: J. Thomas Vaughn

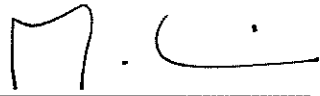
Title: Williamson County Judge

Title: CEO

ATTEST:

ATTEST:

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

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

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

Printed Name: Mike Simpson

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

Title: Corporate Secretary

**EXHIBIT A**  
**UNIFORM GENERAL CONDITIONS**  
**FOR**  
**CONSTRUCTION MANAGER-AT-RISK CONTRACTS**  
**FOR WILLIAMSON COUNTY**

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**UNIFORM GENERAL CONDITIONS  
FOR  
CONSTRUCTION MANAGER-AT-RISK CONTRACTS  
FOR WILLIAMSON COUNTY**

**Article I - General Contract Definitions**

Unless the context clearly requires another meaning, the following terms shall have the meaning assigned herein:

- 1.1 *Architect/Engineer* means a person registered as an architect pursuant to Chapter 1051 of the Texas Occupations Code, as a landscape architect pursuant to Chapter 1052 of the Texas Occupations Code, and/or a person licensed as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code, or a firm employed by Owner to provide professional architectural or engineering services and exercising overall responsibility for the design of a Project or a significant portion thereof, and performing certain contract administration responsibilities as set forth in the Contract.
- 1.2 *Change Authorization (CA)* means a Change Order Proposal Evaluation (CPE) which has been marked "Accepted" by the ODR and, upon receipt of the CA by Contractor, constitutes notice to proceed with the changed work described therein.
- 1.3 *Change Order* means a written modification of the Contract between the Owner and Contractor, signed by the Owner, the Contractor and the Architect/Engineer.
- 1.4 *Change Order Proposal Evaluation (CPE)* means a Contractor-generated document in response to a Change Order Request (COR) or Change Proposal Request (CPR) which states the adjustment necessary to Contract Sum and Time, if any, in response to the changed work described in the Change Order Request (COR).
- 1.5 *Change Order Request (COR) or Change Proposal Request (CPR)* means an Owner-generated document which describes a change in the Work, including a description and Drawings and Specifications, as necessary, to inform the Contractor of the nature of the change.
- 1.6 *Close-out Documents* means the product brochures, product/equipment maintenance and operations instructions, manuals, warranties, as-built record documents, affidavit of payment, release of lien and claim, etc., and as may be further defined or identified and required by the Contract Documents.
- 1.7 *Contract* means the Contract Documents between the Owner and the Contractor as defined by the Owner-Contractor Agreement.
- 1.8 *Contract Date* is the date Owner-Contractor Agreement is effective between the Owner and Contractor.
- 1.9 *Contract Documents* has the meaning assigned by the Owner-Contractor Agreement.

- 1.10 *Contractor* means the individual, corporation, company, partnership, firm or other organization that has contracted to perform the Work under the Contract with the Owner. The term Contractor also means a Construction Manager-at-Risk.
- 1.11 *Contract Sum* mean the total compensation payable to the Contractor for completion of the Work in accordance with the Contract Documents as originally contracted for and as subsequently adjusted by Change Order.
- 1.12 *Contract Time* means the period between Notice to Proceed and the date scheduled for substantial completion in the Contract Documents, as may be amended by Change Order. Unless otherwise specified in writing, Contractor shall achieve final completion within thirty (30) days of substantial completion.
- 1.13 *Date of Commencement* means the date designated in the Notice to Proceed that Contractor shall commence the Work.
- 1.14 *Day* means a calendar day, unless otherwise specifically stipulated.
- 1.15 *Drawings* mean the work product of the Architect/Engineer which depicts the location and quantity of elements of the Work.
- 1.16 *Final Completion* has the meaning assigned in the Owner-Contractor Agreement. Unless otherwise specified in writing, Contractor shall achieve final completion within thirty (30) days of substantial completion.
- 1.17 *Interim Change Authorization (ICA)* means an Owner generated document which authorizes the Contractor to proceed with changed work before acceptance of a CPE, when work must proceed in order to prevent damage to Work in place, to prevent significant delay in the Project Schedule or to maintain safety, or otherwise when determined to be in the interest of the Owner.
- 1.18 *Owner* means Williamson County acting through any duly authorized representative as provided in the Owner-Contractor Agreement.
- 1.19 *Owner's Designated Representative (ODR)* means the individual appointed or assigned by the Owner to be its on-site representative during the Project, to exercise certain power on behalf of the Owner and to undertake certain contract administration activities as specifically outlined in the Contract. The ODR is also referred to as the Project Manager (PM) and/or Resident Construction Manager (RCM).
- 1.20 *Project* means the Work as described by the Contract Documents.
- 1.21 *Samples* means the physical examples of materials, equipment or workmanship, that are representative of some portion of the Work and which establish standards by which the Work will be judged.
- 1.22 *Schedule of Values* means the detailed breakdown of the cost of the materials and labor necessary to accomplish the Work as described in the Contract Documents, submitted by Contractor for approval by Owner and Architect/Engineer.

- 1.23      *Shop Drawings* means the drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work.
- 1.24      *Site* means the geographical area at the location where the Work is to be performed.
- 1.25      *Special Conditions* means the documents containing terms and conditions, which relate to specific project and are peculiar to it. Special Conditions when used, are a part of the Contract Documents and supersede the Uniform General Conditions to the extent of conflict.
- 1.26      *Specifications* means the Architect'/Engineer's work product which establishes the quality of the products and processes to be used to produce the Work as provided by the Owner-Contractor Agreement.
- 1.27      *Subcontractor* means a person or organization who, as an independent contractor, contracts directly or indirectly with Contractor to perform part or all of the Contract between the Owner and the Contractor. The term does not include the Architect/Engineer.
- 1.28      *Substantial Completion* means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational, as evidenced by a Certificate of Substantial Completion approved by the Owner.
- 1.29      *Supplementary General Conditions* means the procedures and contract administration requirements that alter or expand upon matters covered in the Uniform General Conditions. Supplementary General Conditions, when used, are a part of the Contract Documents and supersede the Uniform General Conditions to the extent of conflict.
- 1.30      *Unit Price Work* means Work to be paid for on the basis of unit prices.
- 1.31      *Unilateral Change Order (ULCO)* means a Change Order issued by the Owner without the agreement of the Contractor.
- 1.32      *Work* means all labor, plant, materials, facilities, and all other things, including the construction and services necessary or incidental to fulfill Contractor's obligations for the Project in conformance with the Contract Documents.
- 1.33      *Substantial Completion Inspection* means an inspection conducted to determine that a project, or a portion thereof, is substantially complete as defined herein, and usable for its intended purposes. The Substantial Completion Inspection results in a Pre-Final Punchlist.
- 1.34      *Final Inspection* means an inspection conducted to determine that all deficiencies listed on the pre-final punchlist or subsequently have been corrected and that, depending on the outcome of the Final Inspection, it may be appropriate to release

retainage and/or make final payment.

- 1.35 The terms "bid", "bidder", or similar terms used in this document also mean "proposal", "proposer", or "respondent" as appropriate for the type of project for which these General Conditions are used.

## **Article II - General Laws Governing Construction**

**2.1 Compliance with Laws.** *In the execution of the Contract Documents and the Work, the Contractor shall comply with all applicable State and Federal laws, including but not limited to, laws governing labor, equal employment opportunity, safety, environmental protection and prevailing wage rates. The Contractor shall make himself familiar with and at all times shall observe and comply with all Federal, State and Local laws, ordinances and regulations which in any manner affect the conduct of the Work. The Contractor shall indemnify and save harmless Williamson County and its official representatives against any claim arising from violation of any such law, ordinance or regulation by himself, his subcontractors and his employees. Except where expressly required otherwise by applicable laws and regulations, neither Owner nor the Architect/Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations. Competent evidence of compliance with applicable laws shall be furnished.*

**2.1.1** *The Contractor shall cooperate with city or other governmental officials at all times where their jurisdiction applies. The Contractor shall make application, pay all fees, and provide supporting documentation necessary to secure permits, which are required for the performance of the Contract Documents and the Work. Contractor has a continuing obligation throughout the term of the Contract to conduct his operations under duly issued permits and, in the event Contractor loses or has revoked a necessary permit, Contractor must take immediate steps to apply for and receive another permit.*

**2.1.2** *Where the Underwriters' Laboratories have established standards and issued labels for a particular group, class, or type of equipment the Underwriters' label shall be required on all equipment in that category. The National Electric Code, International Mechanical Code and the International Plumbing Code (latest versions), shall be minimum requirements. Competent evidence of compliance with applicable codes shall be furnished.*

- 2.2      **State Sales and Use Taxes.** *The Owner qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of Chapter 151, Texas Tax Code. The Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.*
- 2.3      **Antitrust Claims.** *The Contractor hereby assigns to the Owner any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq.*
- 2.4      **Venue for Suits.** *The venue for any suit arising from this Project shall be in a court of competent jurisdiction in Williamson County, Texas.*
- 2.5      **Licensing of Trades.** *The Contractor shall comply with all applicable provisions of state law related to required licensing of skilled tradesmen, contractors, materialmen, suppliers and or laborers, as necessary to accomplish the Work.*
- 2.5.1      *In the event the Contractor or one of his Subcontractors loses his license for any reason during the term of performance of the Contract, the Contractor shall promptly notify the Owner or the ODR and hire or contract with a licensed provider of the service at no additional cost to the Owner.*
- 2.6      **Patents and Copyrights.** *The Contractor shall be responsible at all times for compliance with applicable patents or copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work.*
- 2.6.1      *Whether or not Owner has specified the use of a particular design, devise, material or process, the Contractor shall pay all royalties and license fees and shall provide, prior to commencement of the Work hereunder, and at all time during the performance of same, for the lawful use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with patentee, copyright holder or their duly authorized representative.*
- 2.6.2      *Contractor shall defend all suits or claims for infringement of any patent or copyright and shall save the Owner harmless from loss or liability, direct or indirect, arising with respect to the Contractor's process in the formulation of its bid or performance of the Work or otherwise arising in connection therewith. Owner reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright, in which event the Contractor shall indemnify and save harmless the Owner from all costs and expenses, including reasonable attorney's fees and judgments, arising from such defense.*



- 2.8 **Environmental Regulations.** *At all times, Contractor shall conduct its activities in compliance with applicable laws and regulations and other requirements of the Contract relating to the environment, and its protection. Contractor covenants to conduct its operations consistent with storm water run-off permit conditions. Contractor shall be responsible for any hazardous materials brought to the site by Contractor, Subcontractor, Suppliers or anyone else for whom Contractor is responsible. No hazardous materials shall be incorporated into the Work without prior approval of Owner.*
- 2.9 **Antiquities.** *Contractor shall take precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature shall be disturbed without written permission of Owner and the Texas Historical Commission. When such objects are uncovered unexpectedly, the Contractor shall stop all Work in close proximity and notify the ODR and the Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities, as defined in Chapter 191, Texas Natural Resource Code, discovered on the Owner's property shall remain property of the State of Texas, the Texas Historical Commission. If it is determined by Owner, in consultation with the Texas Historical Commission that exploration or excavation of primitive records or antiquities on Project Site is necessary to avoid loss, Contractor shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in the Contractor's cost of, or time required for, performance of the Work, Contractor may file with the ODR a Notice of Claim as provided in the Contract Documents.*
- 2.10 **Franchise Tax Status:** *The Contractor agrees to execute and provide to the Owner a Certification of Franchise Tax Payment, on a form approved by the Owner.*
- 2.11 **Tax payer and Vendor Account Information:** *The Contractor agrees to execute and provide to the Owner a Taxpayer and Vendor Account Information form as obtained from the Texas Comptroller of Public Accounts stating that the Contractor is in "Good Standing" and not on "Vendor Hold."*

### **Article III - Compliance with and Enforcement of Prevailing Wage Laws**

- 3.1 **Duty to Pay Prevailing Wage Rates.** The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only. The Owner will not consider any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.
- 3.1.1 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker

commencing work on the contract the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished.

- 3.1.2 A copy of each worker wage rate notification shall be submitted to the ODR with the application for progress payment for the period during which the worker began on-site activities.

- 3.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with Chapter 2258, Texas Government Code. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the ODR and the Owner shall specify a wage rate for that skill or trade, which shall bind the Contractor.

- 3.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars (\$60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to §3.2. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

- 3.4 Complaints of Violations of Prevailing Wage Rates.

- 3.4.1 Owner's Determination of Good Cause. Within 31 days of receipt of information concerning a violation of Chapter 2258, Texas Government Code, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

- 3.4.2 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have 14 days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor

shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the 15th day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rev. Code. The parties to the arbitration have 10 days after the expiration of the 15 days referred to above, to agree on an arbitrator; if by the 11th day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

3.4.3 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in § 3.3 thereof and the amount owed the worker. The Owner may use any amounts retained under § 3.4.1 hereof to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

3.5 Prevailing Wage Retainage. Money retained pursuant to §3.4 shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of \$60.00 per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under §§3.4.2 and 3.4.3.

3.6 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in §3.4.

#### **Article IV - Drawings and Specifications**

4.1 Ownership of Drawings and Specifications. All Drawings, Specifications and copies thereof furnished by the Architect/Engineer are and shall remain the property of the Owner. They are not to be used on any other project by the Contractor and, with the exception of one contract set, are to be returned to the Owner, upon request, following completion of the Work.

4.2 Copies Furnished. The Contractor will be furnished free of charge the number of complete sets of the Contract Drawings and Specifications before on-site work

commences as provided in the Supplementary General Conditions or Special Conditions. Additional complete sets of Drawings and Specifications, if requested, will be furnished at reproduction cost to the one requesting such additional sets.

4.3 Interrelation of Documents. The Drawings depict the location and quantity of elements of the work. The specifications indicate quality. All documents are intended to be complimentary to produce the Work.

4.4 Resolution of Conflicts in Documents.

4.4.1 In the event of conflict between or among Drawings and Specifications, the better quality or greatest quantity shall prevail. In the event of conflict among provisions of Specifications, using the CSI format, what is called for in the division of the predominant discipline will govern inconsistent provisions found elsewhere.

4.4.2 In the event of conflict among the drawings, the large scale drawings prevail over the small scale drawings.

4.5 Contractor's Duty to Review Contract Documents. In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, the Contractor shall examine and compare: the Contract Documents; information furnished by the Owner; relevant field measurements made by the Contractor; and any visible conditions at the Site affecting the Work.

4.6 Discrepancies and Omissions in Drawings and Specifications.

4.6.1 If in the course of the performance of the obligations in § 4.5, the Contractor discovers any errors, omissions or inconsistencies in the Contract Documents, the Contractor shall promptly report them to the Owner and the Architect/Engineer. It is recognized, however, that the Contractor is not acting in the capacity of a licensed design professional, and that the Contractor's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations.

4.6.2 The Contractor has no liability for errors, omissions, or inconsistencies described in §§ 4.5 and 4.6.1 unless the Contractor knowingly failed to report a recognized problem to the Owner. If, however, the Contractor fails to perform the examination and reporting obligations of these provisions, the Contractor shall be responsible for any avoidable costs or direct damages.

4.6.3 The Contractor shall propose the most practical solution to resolve the conflict or omission requiring the minimum schedule and budget impact and furthering the best interest of the project. The Owner and Architect/Engineer shall evaluate the proposed solution and provide a response it to Contractor. If the solution prompts changes to the Contract Sum or Contract Time the contract may be adjusted pursuant to the

Contract Documents.

- 4.6.4 Owner makes no representations, express or implied, about the adequacy or accuracy of the drawing, specifications or other Construction Documents provided or their suitability for their intended use. Owner expressly disclaims any implied warranty that the Construction Documents are adequate, accurate or suitable for their intended use.

4.7 Other Information Provided to Contractor.

- 4.7.1 The Owner may provide Contractor with information, reports, pictures or other items which are not contained within the Contract Documents, but which Contractor should review and use pursuant to § 4.5.

4.8 Requirements for Record Documents

- 4.8.1 The Contractor shall maintain at the site one copy of all Drawings, Specifications, Addenda, approved Shop Drawings and Contract Modifications, and all project correspondence. The Contractor shall maintain Drawings and Specifications in good order and marked to record all changes made during construction. The Contractor shall keep on the site of Work a copy of the current and updated Contract Drawings and Specifications and shall at all times give the Owner or its representatives and agents access thereto.
- 4.8.2 Further, the Contractor shall maintain this record set of drawings and specifications which reflect the "As-Constructed" conditions and representations of the Work performed, whether it be directed by Addendum, Change Order or otherwise. All records prescribed herein shall be made available for reference and examination by the Owner and its representatives and agents.
- 4.8.3 The Contractor shall update the "As-Constructed" drawings and specifications monthly prior to submission of periodic partial pay estimates. Failure to maintain such records shall constitute cause for denial of a progress payment otherwise due.
- 4.8.4 Prior to requesting Substantial Completion Inspection by the Owner and Architect/Engineer, the Contractor shall furnish a complete set of the "mark-up" blueline "As-Constructed" set maintained at the site and one photocopy of same. Concurrently with furnishing these record blueline drawings, the Contractor shall also furnish a preliminary copy of each operating and maintenance manual (O&M) required by the contract documents, for review by the Architect/Engineer and the Owner.
- 4.8.5 Once determined acceptable, the Contractor shall provide photographic mylar prints of professionally drafted "As-Constructed" drawings, two sets of blueline copies of the mylar "As-Constructed" drawings, two sets of operating and maintenance manuals, two sets of approved submittals, and other record documents as required elsewhere in the contract documents.

## **Article V - Construction Bonds**

- 5.1 Performance and Payment Bonds. The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by Chapter 2253, Texas Government Code.
- 5.1.1 A Performance Bond is required if the Contract Price is in excess of \$100,000. The performance bond is solely for the protection of the Owner, in the full amount of the Contract and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.
  - 5.1.2 A Payment Bond is required if the Contract Price is in excess of \$25,000. A payment bond is payable to the Owner, in the full amount of the Contract and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.
  - 5.1.3 Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.
  - 5.1.4 For Construction Manager-at-Risk contracts, a Security Bond in the amount of 5% of the Construction Cost Limitation shall be provided to the Owner when the Agreement is executed. Payment and Performance Bonds, as required above, shall be furnished in the full amount of the Guaranteed Maximum Price (GMP) when the GMP is executed.
  - 5.1.5 Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner, and on the Owner's form. If any bond is for more than 10 percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trustee to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Owner.
  - 5.1.6 Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.
- 5.2 The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Chapter 2253, Texas Government Code. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

- 5.3 Owner shall furnish certified copies of a payment bond and the related Contract to any qualified person seeking copies who complies with §2253.026, Texas Government Code.
- 5.4 Claims on Payment Bonds. Claims on payment bonds must be sent directly to the Contractor and his surety in accordance with § 2253.041, Texas Government Code. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such Contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or his surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.
- 5.5 Payment Claims when Payment Bond not Required. When the value of the Contract between the Owner and the Contractor is less than \$25,000.00, claimants and their rights are governed by Texas Property Code, §§ 53.231 – 53.239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.
- 5.6 Sureties shall be listed on the Department of the Treasury's Listing of Approved Sureties stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

## **Article VI - Insurance Requirements**

### **6.1 Insurance Requirements.**

- 6.1.1 *The Contractor shall carry insurance in the types and amounts indicated in this Article for the duration of the Contract, which shall include items owned by Owner in the care, custody and control of Contractor prior to, during construction and during the warranty period. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Contract, as proof of continuing coverage. Acceptance of the insurance policy declaration pages by the Owner shall not relieve or decrease the liability of the Contractor. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.*
- 6.1.2 *Unless otherwise provided for in Supplementary General Conditions, the Contractor shall provide and maintain, until the Work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.*

| <b>Type of Coverage</b>                                                                                                                                            | <b>Limits of Liability</b>         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>a. Worker's Compensation</b>                                                                                                                                    | <b>Statutory</b>                   |
| <b>b. Employer's Liability</b>                                                                                                                                     |                                    |
| <i>Bodily Injury by Accident</i>                                                                                                                                   | <i>\$500,000 Ea. Accident</i>      |
| <i>Bodily Injury by Disease</i>                                                                                                                                    | <i>\$500,000 Ea. Employee</i>      |
| <i>Bodily Injury by Disease</i>                                                                                                                                    | <i>\$500,000 Policy Limit</i>      |
| <b>c. Commercial General Liability, including coverage for the following:</b>                                                                                      |                                    |
| 1) <i>Premises Operations</i>                                                                                                                                      | <i>Combined Single</i>             |
| 2) <i>Independent Contractors</i>                                                                                                                                  | <i>Limit for Bodily</i>            |
| 3) <i>Products/Completed Operations</i>                                                                                                                            | <i>Injury and Property</i>         |
| 4) <i>Personal Injury</i>                                                                                                                                          | <i>Damage of</i>                   |
|                                                                                                                                                                    | <i>\$1,000,000</i>                 |
|                                                                                                                                                                    | <i>per occurrence or</i>           |
|                                                                                                                                                                    | <i>its equivalent.</i>             |
| 5) <i>Contractual Liability</i>                                                                                                                                    |                                    |
| 6) <i>Explosion, Collapse, Underground</i>                                                                                                                         |                                    |
| 7) <i>Broad form property damage, to include fire legal liability</i>                                                                                              |                                    |
| <b>d. Business Automobile Liability owned/leased, owned, hired</b>                                                                                                 |                                    |
|                                                                                                                                                                    | <i>Combined single limit for</i>   |
|                                                                                                                                                                    | <i>Non-Bodily Injury and</i>       |
|                                                                                                                                                                    | <i>Property Damage of</i>          |
|                                                                                                                                                                    | <i>\$1,000,000</i>                 |
|                                                                                                                                                                    | <i>per occurrence or its</i>       |
|                                                                                                                                                                    | <i>equivalent</i>                  |
| <b>e. Owner's Protective Liability Insurance Policy, naming Williamson County, its employees, and the Architect/Engineer as insured with the following limits:</b> |                                    |
| <i>Bodily Injury</i>                                                                                                                                               | <i>\$1,000,000 Each Occurrence</i> |
|                                                                                                                                                                    | <i>\$1,000,000 Aggregate</i>       |
| <b>f. Builder's Risk Insurance</b>                                                                                                                                 |                                    |



**An all risk policy, in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:**

- 1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.**
- 2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.**

- g. Flood insurance when specified in Supplementary General Conditions or Special Conditions.**
- h. Umbrella coverage when specified in Supplementary General Conditions or Special Conditions.**

**6.1.2.1 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this project**

**6.1.3 Policies must include the following clauses, as applicable.**

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the Owner."**

- b. ***"It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Contract with the Owner."***
- c. ***"The Owner, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under contract with the Owner." This is not applicable to the workers' compensation policy.***
- d. ***"The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Owner."***

6.1.4 Workers' Compensation Insurance Coverage:

- a. Definitions:
  - (1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
  - (2) Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the Owner.
  - (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
  - (4) Persons providing services on the project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities

unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
  - (1) a certificate of coverage, prior to that person beginning work on the project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
  - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for

- all of its employees providing services on the project, for the duration of the project;
- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
    - a. a certificate of coverage, prior to the other person beginning work on the project; and
    - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) retain all required certificate of coverage on file for the duration of the project and for one year thereafter;
  - (6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

**6.1.5      *If insurance policies are not written for the amounts specified in 6.1.2, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.***

**6.2            *The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.***

**6.3            *Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in 6.1.2.***

## **Article VII - General Responsibilities of Owner and Contractor**

### **7.1 Owner's General Responsibilities.**

- 7.1.1 The Owner is the entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number.
- 7.1.2 Preconstruction Conference. Prior to, or concurrent with, the issuance of Notice to Proceed, a conference will be held attended by the Owner, Contractor, Architect/Engineer and Subcontractors, as appropriate, to establish a working understanding among the parties as to the Work, the operational conditions at the project site, and general administration of the project, including communications, schedules, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, maintaining required records and all other matters of importance to the administration of the Project and effective communications on Site.
- 7.1.3 Owner's Designated Representative. Prior to the start of construction, Owner shall designate in writing the Owner's Designated Representative (ODR), who shall have express authority to act and bind the Owner to the extent and for the purposes described in the various Articles of the Contract, including responsibilities for general administration of the Contract. Unless otherwise specifically provided for, the ODR is the single point of contact between the Owner and Contractor. Notice to the ODR, unless otherwise noted, constitutes notice to the Owner under the Contract.
- 7.1.4 The Owner shall furnish all surveys describing the physical characteristics, legal description and limitations, site utility locations and other information under the Owner's control to the Contractor. Necessary actions of the Owner, including processing of payments to the Contractor, shall be accomplished with reasonable promptness. The Owner shall pay for all routine testing of materials agreed by the Owner and the Architect/Engineer to be required by the Contract Documents, except when for retesting of materials failing the initial test is required, in which instance the cost of reinspection will be paid for by the Contractor; provided, however, any special testing which is specifically required in the scope of work and listed in a technical section of the specifications shall be paid by the Contractor.
- 7.1.5 Owner supplied materials and information. Information, equipment or services under the Owner's control shall be furnished by the Owner to the Contractor with reasonable promptness to avoid delay in orderly progress of the work.
- 7.1.6 Availability of Lands. Owner shall furnish, as indicated in the Contract Documents, all required rights to use the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for use by Contractor. Owner shall identify any encumbrances or restrictions specifically related to use of

lands so furnished with which Contractor will have to comply. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Contract Documents. If Owner fails to furnish these lands, rights of way or easements in a timely manner, Contractor may make a change order claim pursuant to the Contract Documents.

7.1.7 The foregoing listing is in addition to the specific duties and authority of Owner and the ODR found in the Contract Documents.

7.2 **Limitation on Owner's and ODR's Duties.** *Owner and ODR will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, technologies, sequences or procedures of construction or the safety precautions and programs incident thereto. Owner and ODR are not responsible for any failure of Contractor to comply with laws and regulations applicable to furnishing or performing the Work. Owner and ODR are not responsible for the failure of Contractor to perform or furnish the work in accordance with the Contract Documents. Owner and ODR are not responsible for the acts or omissions of Contractor, or of any Subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.*

7.3 **Role of Architect/Engineer.**

7.3.1 **In General.** *Unless otherwise provided for in the Contract Documents, the Architect/Engineer will perform the duties of the Architect/Engineer as described in this Contract during construction and until final payment, including advising the ODR on matters where assistance is needed. The assignment of any authority, duties or responsibilities to the Architect/Engineer under the Contract Documents, or under any agreement between Owner and Architect/Engineer, or any performance thereof by Architect/Engineer is for the exclusive benefit of Owner and not for the benefit of Contractor, any Subcontractors, suppliers or their respective employees or sureties.*

7.3.2 *The Architect/Engineer has the authority to act on behalf of the Owner to the extent provided for in the Contract Documents, unless otherwise modified by written instrument which will be furnished to the Contractor. The Architect/Engineer will advise and consult with the Owner, and the Owner's instructions to the Contractor will generally be issued through the Architect/Engineer, except that the Owner reserves the right on occasions, as deemed appropriate by the Owner, to issue instructions directly to the Contractor through the ODR.*

7.3.2.1. *All written communications between the Owner, Contractor, and the Architect/Engineer concerned with the construction of the Project shall be furnished to the Owner (central office), the Owner's Resident Construction Manager (ODR) and on-site Construction Inspector, the*

**Architect/Engineer, and the Contractor by the party originating the communication.**

**7.3.2.2. All oral directives to the Contractor shall be given through the Owner's Construction Inspector or Resident Construction Manager (ODR) and promptly confirmed in writing.**

**7.3.3 All instructions affecting the Contract Sum, Contract Time or contract interpretation, shall be confirmed expeditiously in writing with copies furnished to the Architect/Engineer, the ODR and the Contractor by the party issuing the instruction. No instruction affecting the Architect/Engineer's design liability shall be issued without the Architect/Engineer's prior written consent.**

**7.3.4 The Owner and the Architect/Engineer with the Owner's consent shall interpret Contract requirements and have the authority to recommend to Owner to reject work performed by the Contractor which, in the opinion of the Owner or the Architect/Engineer, does not meet the requirements of the Contract Documents. Architect/Engineer shall communicate with the ODR upon discovery of non-compliant Work and shall provide a recommendation upon request for review by the ODR. The ODR shall order in writing such work removed and replaced in accordance with the Contract Documents.**

**7.3.5 Visits of Site. Architect/Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Architect/Engineer deems necessary or as provided in Architect/Engineer's contract with Owner, in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Architect/Engineer will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, unless otherwise noted. The Architect/Engineer's efforts will be directed toward providing the Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, Architect/Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work. Architect/Engineer visits and on-site observations are subject to all the limitations on Architect/Engineer's authority and responsibility set forth in § 7.4.**

**7.3.6 Clarifications and Interpretations. Architect/Engineer may determine that written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) are necessary. Such written clarifications or interpretations will be**



*consistent with the intent of and reasonably inferable from the Contract Documents, will be issued with reasonable promptness to the Contractor as Architect's Supplemental Instruction (ASI). If Owner or Contractor believes that a written clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Time, Owner and Contractor may make a change order claim therefore as provided in the Contract Documents.*

**7.3.7**     *The duties listed above are in addition to other duties, responsibilities and actions to be undertaken by Architect/Engineer as specified in other Articles of the Contract.*

**7.4**        *Limitations on Architect/Engineer Authority.* *Architect/Engineer will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. Architect/Engineer is not responsible for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performing the Work. Architect/Engineer is not responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents. Architect/Engineer is not responsible for the acts or omissions of Contractor, or of any Subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.*

**7.5**        *Contractor's General Responsibilities.*

**7.5.1**     *The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall supervise and direct the Work using the best skill and attention to assure that each element of the work conforms to the contract requirements. The Contractor shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions of the Work under the Contract. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.*

**7.5.1.1**     *The Contractor shall provide project administration in accordance with provisions of Division 1 Specifications and as outlined in the Pre-Construction Conference.*

**7.5.2**     *Contractor's Superintendent.* *The Contractor shall employ a competent resident superintendent who shall be in attendance at the Project Site during the progress of the Work. The superintendent shall be satisfactory to the Owner, and shall not be changed except with the written approval of the Owner unless he leaves the employment of the Contractor. The superintendent shall represent the Contractor at the Site and shall have full authority to act on behalf of the Contractor including, but not limited to, signature authority for progress payments and change orders. All communications given to the superintendent shall be binding on*

**Contractor.** All oral communications affecting Contract Time, Contract Sum and contract interpretation will be confirmed in writing to Owner.

- 7.5.3** **Labor.** Contractor shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- 7.5.4** **Services, Materials, and Equipment.** Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work. The Contractor shall provide, without extra charge, all incidental items required as a part of the Work, even though not particularly specified or indicated in the Contract.
- 7.5.5** **No Substitutions Without Approval.** The Contractor may make substitutions only with the consent of the Owner, after evaluation and recommendation by the Architect/Engineer and in accordance with a Change Order. If the Contractor has good reason for objecting to the use of a material, appliance, or method of construction as shown or specified, it shall register its objections with the Architect/Engineer in writing, sending a copy to the Owner; otherwise, it shall proceed with the work with the understanding that a satisfactory job is required.
- 7.5.6** **Documents and Samples at the Site.** The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, addenda, Change Orders and other modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Samples and similar required submittals. These shall be available to the Architect/Engineer and shall be delivered to the Architect/Engineer for submittal to the Owner upon completion of the Work or Contractor's request for Substantial Completion Inspection.
- 7.5.7** Should Work be identified by either the Architect/Engineer and/or the ODR as not being in compliance with the Contract Documents, the ODR shall communicate the finding to Contractor and such Work shall be corrected by the Contractor at its expense. The approval of Work by either the Architect/Engineer or ODR does not relieve the Contractor from compliance with all requirements of the Contract Documents where such requirements are not judged at the time of observation of the Work due to work sequences by the Contractor or the lack of time to judge the performance characteristics of the particular Work item.

- 7.5.8 Subcontractors.** *Contractor shall not employ any Subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom Owner may have reasonable objection. Owner will communicate such objections in writing. If a rejection causes a change to the Contract Sum, Contractor may file a contractor-initiated Type I change claim as provided in the Contract Documents. Contractor shall not be required to employ any Subcontractor, supplier or other person or organization to furnish any of the work to whom Contractor has reasonable objection. Contractor will not substitute Subcontractors without the approval of Owner.*
- 7.5.8.1** *Contractor shall enter into written agreements with all Subcontractors and suppliers which specifically bind the Subcontractors and suppliers to the terms and conditions of the Contract Documents for the benefit of the Owner and the Architect/Engineer.*
- 7.5.8.2** *Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Contractor shall require all Subcontractors, suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner through Contractor.*
- 7.5.8.3** *The Contractor shall furnish to the Owner a copy of each first-tier subcontract promptly after it has been executed. The Contractor agrees that the Owner has no obligation to review or approve the content of such contracts and that providing the Owner such copies shall in no way relieve the Contractor of any of the terms and conditions of the Contract, including, without limitation, any provisions of the Contract which require the subcontractor to be bound to the Contractor in the same manner in which the Contractor is bound to the Owner.*
- 7.5.9 Continuing the Work.** *Contractor shall carry on the Work and adhere to the progress schedule during all disputes, disagreements or alternative resolution processes with Owner. No Work shall be delayed or postponed pending resolution of any disputes, disagreements or processes, except as Owner and Contractor may agree in writing.*
- 7.5.10 Signage.** *All construction signage, including, but not limited to, that appearing on tower cranes and other construction equipment located at the Project site, shall be subject to the prior written approval of Owner. The Contractor recognizes that all signage may be disallowed, in Owner's sole discretion and that existing signage or advertising on construction equipment, field offices, trailers,*

*construction fences, etc., may be required to be masked or deleted, all or not cost or expense to Owner.*

**7.5.11**     **Confidentiality.** *Contractor shall treat all information relating to the Project and all information supplied to the Contractor by Owner or Architect as confidential and proprietary information of Owner and shall not permit its release to other parties or make any public announcement or publicity releases without Owner's written authorization unless required to do so by applicable law. The Contractor shall also require Subcontractors and vendors to comply with this requirement.*

**7.5.12**     **Cleaning.** *The Contractor shall at all times keep the Site and the Work clean and free from accumulation of waste materials or rubbish caused by the construction activities under the Contract. Upon completion of the Project, and prior to the final inspection, the Contractor shall have the Work in a neat and clean condition.*

**7.5.13**     **Acts and Omissions of Contractor, his Subcontractors and employees.** *The Contractor shall be responsible for acts and omissions of his employees and his subcontractors, their agents and employees. The Owner may, in writing, require the Contractor to remove from the work any of its or its subcontractor's employees that the Owner's representative finds to be careless, incompetent or otherwise objectionable.*

**7.5.14**     **Indemnification of Owner.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS OWNER, ITS AFFILIATED ENTERPRISES, REPRESENTATIVES OF OWNER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, TRUSTEES, PARTNERS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF SERVICES, OR PROVISION OF GOODS, BY CONTRACTOR PURSUANT TO THIS CONTRACT, OR ANY PART THEREOF, WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS

AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW.

**7.5.15     Indemnity for Patent and Copyright infringement.**

CONTRACTOR SHALL PROTECT AND INDEMNIFY OWNER FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE SERVICES PERFORMED OR GOODS PROVIDED HEREUNDER OR THE USE BY CONTRACTOR, OR BY OWNER AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, OWNER SHALL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF OWNER'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, OWNER AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

**7.5.15.1     *The provisions of this Indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.***

**7.5.15.2     *Contractor shall promptly advise the Owner in writing of any claim or demand against the Owner or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract.***

**7.5.16     *The duties listed above are in addition to the duties, responsibilities an activities to be undertaken by Contractor as specified throughout the Articles of the Contract.***

**7.5.17     The Contractor will operate and maintain operations areas and associated storage areas at the site of the Work in accordance with the following:**

**7.5.17.1     All Contractor operations, including storage of materials and employee parking upon the site of work, shall be confined to areas designated by the Owner.**

**7.5.17.2     The Contractor may erect temporary buildings at its expense, which shall remain its property. The Contractor shall remove such buildings and associated utilities service lines upon completion of the Work, unless the Contractor**

requests and the Owner provides written consent that it may abandon such buildings and utilities in place.

- 7.5.17.3 The Contractor will use only established roadways or construct and use such temporary roadways as may be authorized by the Owner. Load limits of vehicles shall not exceed the limits prescribed by appropriate regulations or law. The Contractor will provide protection to road surfaces, curbs, sidewalks, trees, shrubbery, sprinkler systems, drainage structures and other like existing improvements to prevent damage, and any damage thereto shall be repaired by and at the expense of the Contractor.
- 7.5.18 The Owner may restrict the Contractor's entry to the site to specifically assigned entrances and routes.
- 7.5.19 The Contractor shall at all times keep construction areas, including storage areas used by it, free from the accumulation of water, waste materials or rubbish during performance of the work. During the period of construction, and not less frequently than once a week, the Contractor shall remove from the site any and all waste materials, rubbish and trash, and shall dispose of such waste materials, rubbish and trash off the property of the Owner. Prior to the Contractor's requested date for a pre-final inspection, the Contractor shall remove any and all remaining equipment from the site and shall leave the premises in a clean, neat and workmanlike condition satisfactory to the Owner.
- 7.5.20 The Contractor shall pay all royalties and license fees, and defend all suits or claims for infringement of any patent rights and shall save the Owner and its representatives harmless from loss on account thereof.

#### **Article VIII - Additional Contractor Responsibilities when the Owner Awards Separate Contracts**

**8.1 Separate Contracts. The Owner reserves the right to award other contracts in connection with other portions of the Project under these or similar contract conditions. The Owner reserves the right to perform operations related to the Project with Owner's own forces. Each separate contractor shall undertake to indemnify the Owner as set forth in the Contract Documents.**

**8.1.1 When separate contracts are awarded for different portions of the Project, "the Contractor" in the Contract Documents in each case shall be the Contractor who signs each separate Contract. This Contractor shall cooperate with the separate contractors and Owner's own forces. This Contractor shall properly connect and coordinate its work with the work of the separate contractors as defined in these Contract Documents. If any part of this Contractor's work depends for proper execution or proper results on the work of any of the separate contractors, this Contractor shall inspect and promptly report in writing to the ODR any visually apparent discrepancies or defects found in such other work that**

*render it unsuitable for such proper execution and results. Failure of this Contractor to so inspect and report the visually apparent discrepancies or defects shall constitute an acceptance of the separate contractor's work as fit and proper to receive the Contractor's Work, except as to defects which may develop in the separate contractor's work after the execution of this Contractor's work.*

- 8.1.2**     *Should this Contractor cause delay or damage to the Work or property of any separate contractor on the Project, this Contractor shall, upon due written notice, endeavor to settle with the separate contractor by agreement. If such separate contractor does not settle with this Contractor, the Owner shall initiate a Dispute Resolution process and each party to the dispute shall be financially accountable for any damages or loss based on their proportionate fault determined by the Dispute Resolution process.*
- 8.1.3**     *This Contractor shall afford the Owner, the Architect/Engineer, the separate contractors and Owner's own forces, as necessary, with the reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work.*
- 8.1.4**     *The Owner reserves the right to make essential installations which are pertinent to the early use of the building or project. Within this right the Owner may let other contracts or may do such work with its own labor forces and materials. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or supplier, or by Owner's employees. The Contractor shall cooperate to the end that the Owner may realize complete functioning of the building or project on the day of substantial completion.*
- 8.2**        *The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of this Contractor, who shall cooperate with them. This Contractor shall participate with other separate contractors and the Owner in reviewing the respective construction schedules, when directed to do so. This Contractor shall make any revisions to his construction schedule as necessary, after receiving Owner's instructions.*
- 8.3**        *The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction by the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction by a separate contractor. Contractor may make claim for such amounts as outlined in the Contract Documents.*

#### **Article IX - The Contractor's Responsibility for Jobsite Safety**

- 9.1**        Unless otherwise specified in the Specifications, Contract Documents, or

Supplementary General Conditions, Contractor shall be responsible for initiating, maintaining, and supervising, and enforcing all safety precautions and programs in connection with the Work. It shall be the duty and responsibility of the Contractor and all of its Subcontractors to be familiar and comply with all requirements of Public Law 91-596, 29 U.S.C. § 651 et. seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto, and to enforce and comply with all of the provisions of the Act. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection.

**9.1.1 Contractor shall notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them or their facilities, and shall cooperate with them in the protection, removal, relocation and replacement of their facilities and/or utilities.**

**9.2 In any emergency affecting the safety of persons or property, the Contractor shall act reasonably to prevent threatened damage, injury or loss. Contractor shall give the ODR and Architect/Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from Contract Documents have been caused by its emergency response. Any additional compensation or extension of time claimed by the Contractor resulting from emergency work shall be considered in accordance with the Contract Documents.**

**9.2.1 Authorized agents of Contractor shall respond immediately to call out at anytime of day or night when circumstances warrant the presence of Contractor to protect the Work or adjacent property from damage, restriction or limitation or to take such action pertaining to the Work as may be necessary to provide for the safety of the public. Should Contractor fail to respond, Owner is authorized to direct other forces to take action as necessary and Owner may deduct any cost of remedial action from the funds due the Contractor under the Contract.**

**9.3 In the event of an incident or accident involving outside medical care or a lost time injury to an individual on or near the Work, Contractor shall notify the ODR as soon as possible within 24 hours of the event. Contractor shall record the location of the event, the circumstances surrounding the event, by using photography or other means, and shall gather witness statements and other documentation which describes the event. Contractor shall supply the ODR and Architect/Engineer with a set of incident investigation documents no later than 36 hours after the occurrence of the event. In the event of a catastrophic incident (one fatality or three workers hospitalized), the scene of the incident shall be barricaded and left intact until all investigations are completed.**

Contractor shall be responsible for coordinating the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in connection with laws and regulations.



9.4 Environmental Safety and Control. Upon encountering any previously unknown potentially hazardous waste material, or other materials potentially contaminated by hazardous material waste, the Contractor shall immediately stop work in and secure the affected area, and notify the ODR. All subcontracts shall expressly bind subcontractors to the same duty. On receiving such notice, the ODR shall promptly engage qualified experts to make such investigations and conduct such tests as may be reasonably necessary to determine the existence or extent of any environmental hazard. As soon as possible upon completion of this investigation, the ODR shall issue a written report to the Contractor identifying the material or materials found and indicating any necessary steps to be taken to treat, handle, transport or dispose of the material. The Owner may hire third-party contractors to perform any or all such steps. Should compliance with the ODR's instructions result in an increase in the Contractor's cost of performance, or delay the Work, an adjustment in the contract price or time may be claimed by the Contractor pursuant to the Contract Documents. The Contractor shall fully indemnify, save and hold harmless the Owner of and from any costs, losses, damages or liabilities resulting from its failure, of the failure of its subcontractors, to comply strictly with these provisions.

9.4.1 Contractor shall be responsible for coordinating the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in connection with laws and regulations.

9.5 Trenching safety precautions, applicable only if the project requires excavation which exceeds a depth of five feet, shall comply with the following:

9.5.1 The Contractor will submit a trenching plan to the Owner within fifteen (15) days after bid opening. The plan will be approved and sealed by a professional engineer registered in the State of Texas and employed by the Contractor. Said engineer cannot be anyone who is employed on this project by the Owner or the Owner's Architect or Engineer. Receipt of the plan is prerequisite to award of a contract. Failure to submit a plan as required will result in forfeiture of the bid bond.

9.5.2 The Contractor shall indemnify and hold harmless the Owner and its employees and agents, including the Owner's Architect and Engineer, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgments, and claims by anyone for injury or death of persons resulting from the collapse or failure of trenches constructed under this contract. **THE CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY PROVISION APPLIES EVEN IF THE COLLAPSE OR FAILURE IS PARTLY CAUSED BY THE OWNER'S NEGLIGENCE INCLUDING WITHOUT LIMITATION THE OWNER'S NEGLIGENT ACTS OR OMISSIONS IN FAILING TO PROVIDE ADEQUATELY FOR TRENCH SAFETY. SUCH NEGLIGENT ACTS OR OMISSIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, INSPECTIONS, FAILURE TO ISSUE STOP WORK ORDERS, AND THE HIRING OF THE CONTRACTOR.**

## **Article X - Materials and Workmanship; Licensing and Testing**

- 10.1 Materials and Workmanship. The Contractor warrants and guarantees that all Work shall be executed in a good and workmanlike manner in accordance with the Contract Documents, complete in all parts and in accordance with approved practices and customs. Unless otherwise specified, all materials and equipment incorporated into the Work under the Contract shall be new.
- 10.2 Contractor's Warranty of Workmanship.
- 10.2.1 Limits on Warranty. Contractor's Warranty and guarantee hereunder excludes defects or damage caused by:
- a. ***Abuse, modification or improper maintenance or operation by persons other than Contractor, Subcontractors, suppliers or any other individual or entity for whom Contractor is responsible, or***
  - b. Normal wear and tear under normal usage.
- 10.2.2 Events Not Affecting Warranty. Contractor's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
- a. Observations by Owner and/or Architect/Engineer;
  - b. Recommendation to pay any progress or final payment of Architect/Engineer;
  - c. The issuance of a certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;
  - d. Use or occupancy of the Work or any part thereof by Owner;
  - e. Any acceptance by Owner or any failure to do so;
  - f. Any review of a Shop Drawing or sample submittal; or
  - g. Any inspection, test or approval by others.

**10.3**      ***Routine Testing.*** *If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to be inspected, tested or approved, the Contractor shall give the Owner and the Architect/Engineer timely notice of its readiness and of the date arranged so the Architect/Engineer may observe such inspection, testing or approval. Should the material or work fail to comply with the requirements of the Contract Documents, the Contractor shall bear all costs of the testing, inspection or approval as well as the cost of replacement of unsatisfactory material or Work as provided by the Contract Documents; otherwise, the Owner shall bear such costs and an appropriate change order shall be issued.*

**10.3.1**      ***The costs of routine testing shall be borne by the Owner, but the Contractor shall be responsible for the cost of material tested. When directed by the Owner, demonstration of a material's compliance with the specifications shall be made by one of the following:***

- a.      ***Manufacturer's certificate of compliance.***
- b.      ***Mill certificate.***
- c.      ***Testing laboratory certification.***
- d.      ***Report of actual laboratory test from the Owner's laboratory or from a laboratory satisfactory to the Owner. Samples tested shall be selected by or in the presence of the Owner and the method of testing shall comply with the professional societies' standard specifications.***

**10.3.2**      ***Materials incorporated into the Project may be subject to routine tests as specified or as deemed necessary by the ODR or the Architect/Engineer required to insure their compliance with the specifications. Materials to be tested may include, but are not limited to, the following:***

- a.      ***Concrete - Primary mix design, slump tests and cylinder compression tests.***
- b.      ***Steel - Tensile tests.***
- c.      ***Welds - Field inspection and X-ray equipment.***
- d.      ***Soils - Subsoil investigation, physical analysis and compaction tests.***
- e.      ***Pavement - Physical analysis and compaction tests.***
- f.      ***Roofing - Samples cut from in-place roof.***

***Any other basic materials for which standard laboratory test procedures have been established may also be included if doubt as to their quality should arise. Any testing, as described, will be done at the discretion of the Owner who will bear all costs. The Contractor shall be held responsible for providing samples of sufficient size for test purposes and for cooperating with the Owner or his representative in obtaining and preparing samples for tests. All tests will be in accordance with standard test procedures and will be performed by a laboratory selected by the Owner. Results of all tests will be provided to the Owner, Architect/Engineer and the Contractor.***

**10.3.2.1**      ***Not included in tests provided by the Owner are:***

- a. Any test of basic material or fabricated equipment offered as a substitute for a specified item on which a test may be required in order to prove its compliance with the Specifications, which testing shall be paid for by Contractor.***
- b. Routine or preliminary tests on mechanical systems required to insure their proper installation and operation, prior to final testing and balancing, and any other requirements described in other contract documents or specifications, shall be paid for by Contractor. Final testing and balancing shall be paid for by the Owner.***

**10.3.3**      ***Should any of the routine tests indicate that a material does not comply with the job requirements, the burden of proof of compliance shall be with the Contractor, subject to the following conditions:***

- a. Contractor may select the laboratory for further testing, but selection must be approved by the Owner.***
- b. Quality and nature of tests will be determined by the Owner.***
- c. All tests shall be taken in the presence of the Owner or ODR.***
- d. If tests prove that the material complies with specifications, the laboratory fees will be paid by the Owner. If noncompliance is proved, laboratory fees will be paid by the Contractor.***
- e. Proof of noncompliance will make the Contractor liable for any corrective action which the Owner feels is prudent, including complete removal and replacement of defective material.***

**10.3.3.1. All subsequent tests on original or replaced materials conducted as a result of prior failure will be paid by the Contractor.**

**10.3.4 Special Testing. The Owner or the Architect/Engineer may require special inspection, testing or approval of material or Work in addition to that which may be specified for compliance with requirements of the Contract Documents. Upon direction by the Owner and the Architect/Engineer for additional special testing, the Contractor shall promptly arrange for such special testing, inspection or approval procedure. The costs of special testing shall be at Owner's expense, except if the materials fail, Contractor shall pay the expense; provided, however, that the entire cost of any additional testing, whether routine or special, required because of failure of a prior test shall be borne by the Contractor.**

**10.4 If any Work (or the work of others) that is to be inspected, tested or approved is covered by Contractor without providing the Owner an opportunity to review based on written notification as set forth in the Contract Documents, or if any Work is covered contrary to the written request of Owner or Architect/Engineer or as specifically indicated elsewhere in the contract documents, the covered work must, if requested by Owner, be uncovered and recovered at Contractor's expense, except as set forth in the Contract Documents.**

**10.5 Contractor's Testing. Nothing contained herein is intended to imply that the Contractor does not have the right to have tests performed on any material at any time for his own information and job control so long as the Owner is not charged for costs or forced to rely upon such tests when appraising quality of materials. Any modification of, or elaboration on, these test procedures which may be included for specific materials under their respective specification sections shall take precedence over these procedures and all testing required in the technical specification sections shall be the responsibility of the Contractor to coordinate and pay for.**

## **Article XI – Shop Drawings and Submittals**

**11.1 Contractor's Submittals. The Contractor shall submit, with reasonable promptness consistent with the Project Schedule and in orderly sequence, all Shop Drawings, Samples or other information required by the Contract Documents, or subsequently required by the Architect/Engineer as governed by Change Orders. The Contractor shall review each submittal for compliance with Contract Documents and shall certify that it has done so by stamp, or otherwise, affixed to each copy thereof. Submittal data presented without such the Contractor certification will be returned without review or other comment, and any delay resulting therefrom will be the Contractor's responsibility.**

**11.1.1 The Contractor shall, within twenty (20) calendar days after receipt of the Notice to Proceed, submit to the Owner through the Architect/Engineer four (4) copies of a submittal schedule, listing all items that shall be furnished,**

for review and approval by the Owner and/or the Architect/ Engineer. The schedule shall also list all items that are to be reviewed and approved by the Contractor.

- 11.1.2 Such submittal schedules shall list, among other things, shop drawings, manufacturer's literature, certificates of compliance, materials samples, materials colors, guarantees, etc.
- 11.1.3 ***The submittal schedules shall indicate the type of item, contract requirements reference, the Contractor's scheduled dates for submitting the above and like items and the projected need dates for approval answers from the Owner or the Architect/Engineer and the projected or actual dates for procurement. This schedule shall show a minimum of thirty (30) calendar days after receipt for review and approval by the Owner and Architect/Engineer, and if resubmittal is required an additional fifteen (15) days will be allowed for approval after receipt. The Contractor will revise and/or update this schedule as appropriate, and submit same with each payment estimate.***
- 11.1.4 The submittal schedule shall be coordinated with the Work Progress Schedule for all the Work. The Contractor shall revise and/or update both schedules monthly to insure consistency and current project data. Four (4) copies of such updated schedules shall be provided to the Owner concurrent with each application for progress payment.
- 11.1.5 ***Shop Drawings, Samples or other required information shall be properly identified, as specified or as the Owner and/or the Architect/Engineer may require. At the time of submission, the Contractor shall inform the Owner and the Architect/Engineer in writing of any deviation in the Shop Drawings or Samples from the requirements of the Contract Documents.***
- 11.1.6 ***By submitting Shop Drawings, Samples or other required information, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and of the Contract Documents and he shall so certify as required by § 11.1.***

- 11.2 **Nature and Effect of Review.** *The Architect/Engineer and the Owner, if required by Supplementary General Conditions, will review and approve all submittals with reasonable promptness, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. Such approval will be indicated in writing. The approval of a separate item shall not indicate approval of an assembly in which the item functions. The approval of the Shop Drawings or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Owner and the*

*Architect/Engineer in writing of such deviation at the time of submission and the Owner or the Architect/Engineer has not objected to the specified deviation. The approval shall not relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or Samples.*

- 11.3 **Correction and Resubmission.** *The Contractor shall make any corrections required to a submittal and shall resubmit the required number of corrected copies of the submittals promptly so as to avoid delay, until approved. The Contractor shall direct attention in writing to the Architect/Engineer and the Owner when required, to any new revisions other than the corrections requested on previous submissions.*
- 11.4 **Limits on Shop Drawing Approvals.** *No Work requiring a Shop Drawing or Sample submission shall be commenced until the submission has been approved. All such work shall be in accordance with approved Shop Drawings and Samples. Approval of Shop Drawings and Samples is not authorization to Contractor to perform extra work or changed work unless the procedures of the Contract Documents are followed. The Architect/Engineer's and Owner's approval, if necessary, does not relieve Contractor from responsibility for defects in the Work resulting from errors or omissions of any kind on the approved Shop Drawing or Sample.*
- 11.5 *The Owner may establish routine review procedures and schedules for submittals at the preconstruction conference.*
- 11.6 **Intent of Contract Documents.** *It is not the intent of the Specifications or Contract Documents to limit materials, equipment or fixtures to the product of any particular manufacturer. Where definite materials, equipment and/or fixtures have been specified by name, manufacturer or catalog number, it has been done to set a definite standard and a reference for comparison as to quality, application, physical conformity, and other characteristics. It is the Owner's or Architect/Engineer's intention to not discriminate against or prevent any dealer, jobber or manufacturer from furnishing materials, equipment, and/or fixtures which meet or exceed the characteristics of the specified items. Substitution of materials shall not be made without prior written approval from the Architect/Engineer and Owner.*
- 11.6.1 *The Owner shall be the final judge of whether a proposed substitution meets the required characteristics of a specified item and such decisions of the Owner shall be final and conclusive.*
- 11.7 **Unauthorized Substitutions at Contractor's Risk.** *All proposed substitution of materials, equipment or fixtures shall be presented through the submittal process. The Contractor shall be financially responsible for any additional costs or delays resulting from using materials, equipment or fixtures other than those specified, and shall reimburse the Owner for any increased design or contract administration costs resulting from such unauthorized substitutions.*

## **Article XII - Inspection of the Project During Construction**

- 12.1 Contractor Quality Control. Contractor is responsible for controlling the quality of the work as set forth in the Contract Documents.
- 12.2 Owner Quality Assurance.
- 12.2.1 The Owner and the Architect/Engineer and/or other Owner agents and consultants will make periodic visits to the site to familiarize themselves with the progress and quality of the Work, conduct inspections and tests and to determine if the Work is proceeding in accordance with the Contract Documents. The Contractor shall provide sufficient, safe and proper facilities at all reasonable times for observation and/or inspection of the Work by the authorized representatives of the Owner.
- 12.2.2 The Contractor shall not cover up any work with finishing materials or other building components prior to providing the Owner an opportunity to perform an inspection of the work by the Owner or its authorized representatives for review of the installation. Should corrections of the work be required for approval, cover up shall be delayed until another inspection can be made and approval is indicated.
- 12.2.3 The Contractor shall be responsible for providing notification of at least five (5) working days or as mutually agreed, to the Owner of the anticipated need for a cover up inspection. Should the Owner fail to respond to the requested inspection within the five (5) working day period, or as mutually agreed, the Contractor may proceed with the particular cover up work identified in the notification. The five (5) working day notice requirement shall not be reduced or waived by the Owner's ability to respond in less time.
- 12.3. Condemnation and Removal of Defective Work.
- 12.3.1 The ODR and the Architect/Engineer has the authority to reject and condemn Work, which does not meet the requirements of the Contract and to order such work removed and replaced in accordance with paragraph 12.3.2 hereof. The approval of a work item by the ODR does not relieve the Contractor from compliance with the Contract Documents where such requirements are not judged at the time of observation of the Work due to work sequences by the Contractor or the lack of time to judge the performance characteristics of the particular work item, or where the particular work item is part of a system that has not been fully completed and reviewed for overall operation.
- 12.3.2 The Owner's Designated Representatives (ODR) and the Architect/Engineer shall interpret the Contract requirements and shall be the final judge of the acceptability of the Work under the Contract Documents. If any materials or Work furnished under this Contract are condemned or rejected by the Owner or the Architect/Engineer, the Contractor shall, after notice from the Owner or the Architect/Engineer, proceed to remove materials, whether worked or unworked, and to take down all portions of the Work condemned. Contractor shall make good



all Work damaged or destroyed by the removal and replacement process.

- 12.3.2.1 The Contractor shall, without charge or assessment against any contract contingency or allowance, replace any material or correct any workmanship found by the Owner or Architect/Engineer not to conform to the contract requirements, unless in the public interest the Owner consents in writing to accept such material or workmanship with an appropriate adjustment in the contract price. The Contractor shall promptly correct all Work rejected by the Owner or Architect/Engineer as defective or as failing to conform to the Contract Documents whether observed before or after the Date of Substantial Completion or final inspection and acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work. The costs of such corrective work shall also include reimbursement by the Contractor to the Owner of the amount of the fee to be paid by the Owner to the Architect/Engineer for the extra services of the Architect/Engineer in performing its responsibilities to the Owner relative to such corrective work.
- 12.3.2.2 If the Contractor does not promptly complete the work, replace rejected material or correct rejected workmanship, the Owner may, 1) by separate contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or 2) terminate the Contractor's employment in accordance the Contract Documents.
- 12.3.2.3 If any portion of the Work is concealed by subsequent work without notification to the Owner as set forth in 12.2.3 contrary to the instructions of the Owner or Architect/Engineer or to the requirements specifically expressed in the Contract Documents, it must be uncovered for observation and recovered at the Contractor's expense.
- 12.3.2.4 If any other portion of the Work has been covered which the Owner or Architect/Engineer has not specifically requested or is not specifically indicated elsewhere in the Contract Documents to observe prior to being covered, either may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and recovering shall, by appropriate Change Order, be charged to the Owner. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs including the amount of fee to be paid by the Owner to the Architect/Engineer for extra services related to such non-complying work.
- 12.3.3 Upon notice of condemnation, the Contractor may request to prove to Owner and the Architect/Engineer, at Contractor's sole cost, that the

## Agreement with ESD #4 Commissioners Court - Regular Session

Date: 05/24/2011  
Submitted By: Peggy Vasquez, County Judge  
Department: County Judge  
Agenda Category: Regular Agenda Items

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### Information

#### Agenda Item

Discuss and take appropriate action regarding Agreement between Williamson County Texas and Williamson County Emergency Services District No. 4, Liberty Hill, Texas.

#### Background

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### Fiscal Impact

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

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### Attachments

Link: [2011 Agreement ESD #4 Liberty Hill](#)

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### Form Routing/Status

Form Started By: Peggy Vasquez  
Started On: 05/19/2011 01:03 PM  
Final Approval Date: 05/19/2011

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# **AGREEMENT BETWEEN WILLIAMSON COUNTY TEXAS AND WILLIAMSON COUNTY EMERGENCY SERVICE ORGANIZATIONS**

THIS EMERGENCY SERVICE ORGANIZATION AGREEMENT ("Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("Williamson County") and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 each being a separate emergency service district created and described under Chapter 775 of the Texas Health and Safety Code; the CITY OF CEDAR PARK, TEXAS; the CITY OF GEORGETOWN, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the BARTLETT VOLUNTEER FIRE DEPARTMENT; the COUPLAND VOLUNTEER FIRE DEPARTMENT; the FLORENCE VOLUNTEER FIRE DEPARTMENT; the GRANGER VOLUNTEER FIRE DEPARTMENT; the JARRELL VOLUNTEER FIRE DEPARTMENT; the JOLLYVILLE VOLUNTEER FIRE DEPARTMENT; the SAM BASS VOLUNTEER FIRE DEPARTMENT; the TAYLOR VOLUNTEER FIRE DEPARTMENT; the THRALL VOLUNTEER FIRE DEPARTMENT; and the WEIR VOLUNTEER FIRE DEPARTMENT (being collectively referred to herein as the "Emergency Service Organization(s)" or "ESO").

## **I.**

### **Obligations of Emergency Service Organizations**

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

#### **A. Services provided by Emergency Service Organizations**

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
  - Hazardous Material Team
  - Swift Water Team
  - Technical Rescue Team
  - County Resource Coordination
  - Incident Management Team

#### **B. Emergency Service Organizations Performance Standards**

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System ("NIMS") requirements by having department personnel complete the necessary training courses as established by the Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.
2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO's response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency's response district.

#### **C. Emergency Medical Service Involvement**

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations' jurisdictions.

Emergency Service Organizations shall operate a first responder program under the Williamson County Medical Director; participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this Agreement, emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

## **II.**

### **Prevention and Investigation**

Williamson County will support and assist fire departments of the Emergency Services Organizations with establishing a working relationship with the Williamson County Sheriff's Office and the Williamson County Constable Offices in relation to arson investigations. To the extent that such agencies are able to provide arson investigators and resources related to arson

investigations, such agencies will endeavor to assist Fire Investigators from the fire departments of the Emergency Services Organizations with fire investigations.

### **III.**

#### **Reimbursement Formula and Consideration**

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars (\$200) for each square mile of an ESO district; plus
2. Seventy Cents (\$.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1<sup>st</sup> of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1<sup>st</sup>) and the second installment being paid in the fall (prior to September 30<sup>th</sup>) of each year during the term of this Agreement.

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this Agreement, Williamson County shall also provide Twenty Thousand Dollars (\$20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

The parties to this Agreement hereby agree that the initial term of this Agreement shall be executed to have begun as of October 1<sup>st</sup>, 2010, with the end of the initial term being September 30, 2011. Any reimbursement and/or consideration due as of the time this Agreement is fully executed by all parties hereto shall be paid by Williamson County to each ESO within thirty (30) day from the date of the last party's execution hereof provided that such ESO has been in compliance with the terms and conditions of this Agreement since October 1, 2010.

### **IV.**

#### **Failure to Meet Conditions; Suspension of Funding and Termination**

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization

that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this Agreement. Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this Agreement or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this Agreement. Such share of funds shall start on the next scheduled payment.

**V.**  
**Right to Withdraw**

Any party to this Agreement has the right to withdraw from this Agreement by providing express written notice of its decision to withdraw to Williamson County and to all other Emergency Service Organizations at least ninety (90) days prior to its projected withdrawal date. Following the effective date of a party's withdrawal, such withdrawing party shall no longer receive any future funding or any other rights, privileges or benefits under this Agreement. If an ESO should withdraw prior to receipt of an upcoming installment payment, such ESO shall only be allowed to receive a pro rata portion of the next installment payment based on the period of time that such ESO actually provided services.

**VI.**  
**Term of Agreement; And Effective Date**

As set forth herein, the initial term of this Agreement shall be deemed to be effective as of October 1, 2010 and shall continue until September 30, 2011. Each term of this Agreement shall be for one (1) year and shall automatically renew each year thereafter for one (1) year terms unless notification of an ESO's intent to not renew is sent to all other parties at least ninety (90) days prior to the last day of the then current term.

Each ESO acknowledges that Williamson County shall also have the right not to renew this Agreement provided that Williamson County sends notice of its intent not to renew to all Emergency Service Organizations at least ninety (90) days prior to the last day of the then current term.

The parties are subject to the rights of termination and suspension as contained herein.

**VII.**  
**Related Agreements**

The parties to this Agreement acknowledge that there may be existing mutual aid agreements and/or other related agreement between the parties relating to the provision of emergency services. The parties to this Agreement do not intend for the terms or conditions of this agreement to supplant, terminate or otherwise affect the terms and conditions of any other agreements between any of the parties hereto.

**VIII.**  
**Relationship of the Parties**

The parties to this Agreement shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

The parties to this Agreement shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this Agreement shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to be borrowed servants or on loan to any other party to this Agreement. Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

## IX.

### Miscellaneous Provisions

- A. **Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.
- B. **Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson County is a party, Williamson County may suspend all funding under this Agreement to such Emergency Service Organization until such time that the breach is cured.
- C. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.
- D. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- E. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto does not waive, modify, or alter to any extent whatsoever the



availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

- F. **Assignment.** The rights and duties of the party parties hereto may not be assigned or delegated without the prior written consent of all parties. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.
- G. **Compliance with Applicable Laws.** All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.
- H. **Non-Appropriation and Fiscal Funding.** The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- I. **Execution in Multiple Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.
- J. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective as of the 1<sup>st</sup> day of October, 2011.

**EMERGENCY SERVICE ORGANIZATIONS:**

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4**

By: Dean Andrews

Printed Name: DEAN ANDREWS

Representative Capacity: PRESIDENT

Date: 5-16, 2011

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 8**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 10**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**CITY OF CEDAR PARK, TEXAS**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**CITY OF GEORGETOWN, TEXAS**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**CITY OF LEANDER, TEXAS**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**CITY OF ROUND ROCK, TEXAS**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**CITY OF TAYLOR, TEXAS**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**BARTLETT VOLUNTEER FIRE DEPARTMENT**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**COUPLAND VOLUNTEER FIRE DEPARTMENT**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**FLORENCE VOLUNTEER FIRE DEPARTMENT**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**GRANGER VOLUNTEER FIRE DEPARTMENT**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**JARRELL VOLUNTEER FIRE DEPARTMENT**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**JOLLYVILLE VOLUNTEER FIRE DEPARTMENT**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**SAM BASS VOLUNTEER FIRE DEPARTMENT**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**TAYLOR VOLUNTEER FIRE DEPARTMENT**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**THRALL VOLUNTEER FIRE DEPARTMENT**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**WEIR VOLUNTEER FIRE DEPARTMENT**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_



**WILLIAMSON COUNTY:**

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

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

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

## Commissioners Court - Regular Session

**Date:** 05/24/2011

**Submitted By:** Peggy Vasquez, County Judge

**Department:** County Judge

### Information

#### Agenda Item

Discuss and take appropriate action regarding the employment and retention of the Law Offices of Charles S. Frigerio, P.C. to represent Williamson County, the Williamson County Sheriff's Department (Office) and any future named Williamson County officers, officials and/or employees in relation to Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services.

#### Background

### Fiscal Impact

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

Link: [Yzquierdo Lawsuit](#)

### Form Routing/Status

Form Started By: Peggy  
Vasquez

Started On: 05/19/2011 01:24  
PM

Final Approval Date: 05/19/2011



UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

FILED

2011 MAY 17 AM 3:19

CLERK US DISTRICT COURT  
WESTERN DISTRICT OF TEXAS

BY  DEPUTY

RUBEN YZQUIERDO  
Plaintiff

vs.

WILLIAMSON COUNTY  
and the WILLIAMSON  
COUNTY SHERIFF'S DEPARTMENT

§  
§  
§  
§  
§  
§  
§  
§

CASE NO.

**A11CA403 SS**

PLAINTIFF'S ORIGINAL COMPLAINT

COMES NOW Plaintiff, Ruben Yzquierdo, and files this, his Plaintiff's Original Complaint, and for cause of action would respectfully show as follows:

*I. PARTIES*

1. Plaintiff Ruben Yzquierdo is a resident of Williamson County, Texas.
2. Defendant Williamson County may be served with process by serving Dan Gattis, Williamson County Judge, at 710 S. Main Street, Suite 110, Georgetown, Texas 78626.
3. Defendant Williamson County Sheriff's Department may be served with process by serving James Wilson, Williamson County Sheriff, at 508 S. Rock Street, Georgetown, Texas 78626.

*II. JURISDICTION*

4. This Court has jurisdiction over this lawsuit pursuant to 28 U.S.C. §1331, because the claims involve a question of federal law under 42 U.S.C. §1983. This Court further has pendant and ancillary jurisdiction over the related state-law claims pursuant to 28 U.S.C. § 1367 (a).

*III. VENUE*

5. Venue is proper in this cause in the Western District of Texas pursuant to 28 U.S.C.



§1391(a)(2) because all or substantial part of the events which gave rise to this cause of action occurred in the Western District of Texas.

#### *IV. FACTS*

6. On May 15, 2009, Plaintiff was arrested for driving while intoxicated by the Leander Police Department and transported to the Williamson County Jail.
7. While in custody at the jail, Yzquierdo was physically ill, his gait was unsteady and he fell to the floor in his cell. This fall was witnessed by Officer Johnson, an employee of the Williamson County Sheriff's Department.
8. Yzquierdo was taken before Magistrate Judge Wayne Porter and, after this appearance, the magistrate told personnel with the Sheriff's Department that Yzquierdo needed medical attention and should be taken to the hospital. This request was ignored and Yzquierdo was returned to the jail.
9. Yzquierdo remained at the jail for at least another 12 hours before he was finally transported to Seton hospital. Yzquierdo was in a coma for approximately 10 days and remained at Seton for approximately 3 weeks. Subsequent to his release, he was in physical rehabilitation for 3-4 weeks. There were also indications that Yzquierdo may have been assaulted while in custody.
10. Yzquierdo had to relearn even the most basic functions of life and continues to suffer from physical and mental problems as a result of this ordeal.

#### *V. CAUSES OF ACTION*

11. Plaintiff re-alleges paragraphs 1 through 10 inclusive, with regard to all causes of action.



A.  
CLAIMS UNDER 42 U.S.C. §1983 AND THE 4<sup>TH</sup>, 8<sup>TH</sup> AND 14<sup>TH</sup>  
AMENDMENTS TO THE U.S. CONSTITUTION AS TO ALL DEFENDANTS

12. The Defendants acting under the color of law and acting pursuant to customs and policies of Williamson County deprived Plaintiff of rights and privileges secured to him by the Fourth, Eighth, and Fourteenth amendments to the United States Constitution and by other laws of the United States, by failing to provide proper medical treatment, by failing to protect him and through indifference to his medical needs, in violation of 42 U.S.C. §1983 and related provisions of federal law and in violation of the cited constitutional provisions.
13. On information and belief, Defendants, acting through official policies, practices, and customs, and with deliberate, callous, and conscious indifference to the constitutional rights of Plaintiff, and all other detainees in the Williamson County Jail, failed to implement the policies, procedures and practices necessary to provide constitutionally adequate medical services to Plaintiff during his incarceration in the Williamson County Jail and implemented policies, procedures and practices which actually interfered with or prevented Plaintiff from receiving medical services and medication. Furthermore, the conditions complained of were not reasonably related to any legitimate governmental objective.
14. These actions by the Defendants subjected Plaintiff to confinement with constitutionally inadequate medical services, and medical care, such as:
  - a. medical records that are accurate, complete and transmitted to the proper medical professionals in the Williamson County Jail;
  - b. confinement conditions that ensure safe, humane and decent conditions.
15. These actions by the Defendants further violated the rights of Plaintiff through the



Defendants' policies such as:

- a. the failure to properly monitor the confinement of inmates to ensure that they were receiving appropriate medical services and medication.
16. The Defendants, as applicable, intentionally, and with deliberate indifference, deprived Plaintiff of his clearly established federal constitutional rights, including, but not limited to:
- a. his right to reasonably safe conditions of confinement;
  - b. his right to receive proper medical services and medications for any serious medical condition; and
  - c. his right to be free from cruel and unusual punishment.
17. Defendants, through these actions, proximately caused the deprivation of Plaintiff's rights to due process of law and rights to be free from cruel or unusual punishment subjecting him to periods of incarceration under unduly painful, horrifying and dangerous conditions resulting in the injuries of Plaintiff. The actions of the Defendants were singularly or in combination, a legal cause of injuries to Plaintiff.

#### *VI. DAMAGES*

18. As a result of the above-noted violations, Plaintiff incurred significant damages. His dignity and faith in the civil servants of Williamson County have been irreparably destroyed. Plaintiff also suffered significant physical pain both during and subsequent to his medical treatment. Yzquierdo also suffered, and continues to suffer, significant mental anguish and distress. Moreover, Plaintiff is entitled to punitive damages from Doe, as his actions were clearly motivated by anger, malice and evil motive. Plaintiff is further entitled to attorney's fees, costs of suit and prejudgment interest.

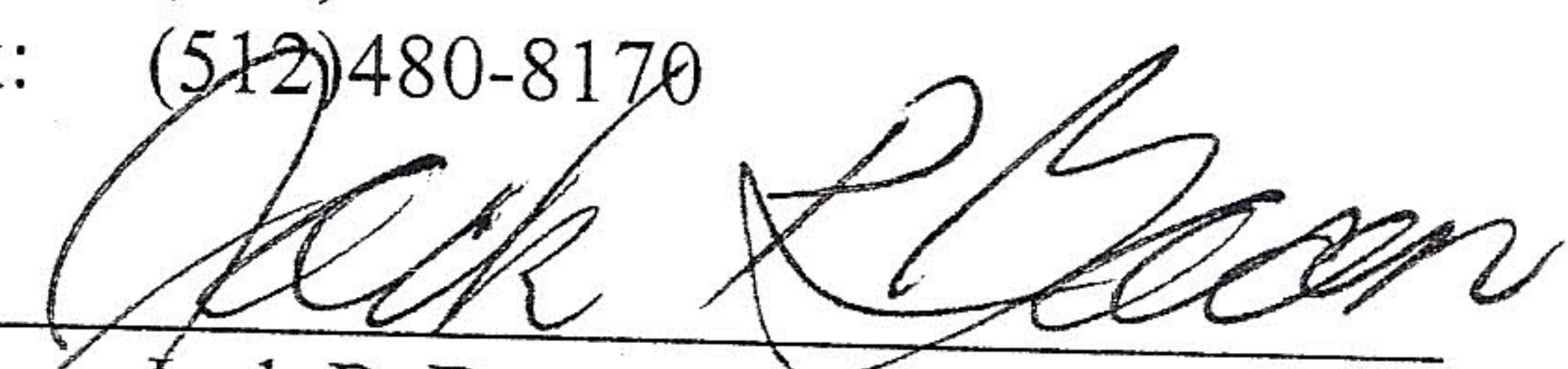


*VII. PRAYER*

39. Plaintiff prays that, upon trial before a jury of his peers, that she be granted the relief set forth above and all other relief to which he shows himself justly entitled in law and equity.

Respectfully Submitted,

Law Office of Jack P. Bacon  
508 W. 14<sup>th</sup> Street  
Austin, Texas 78701  
Tel: (512)480-8693  
Fax: (512)480-8170

By: 

Jack P. Bacon

State Bar No. 01494400

Attorney for Plaintiff

## Economic Development Commissioners Court - Regular Session

**Date:** 05/24/2011  
**Submitted By:** Mary Clark, Commissioner Pct. #1  
**Submitted For:** Mary Clark  
**Department:** Commissioner Pct. #1  
**Agenda Category:** Executive Session

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### Information

#### Agenda Item

Discuss economic development issues (EXECUTIVE SESSION as per VTCA Gov't Code Section 551.076 Deliberation regarding economic development projects.)

#### Background

Joe Vining to present details.

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### Fiscal Impact

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### Attachments

*No file(s) attached.*

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### Form Routing/Status

Form Started By: Mary Clark      Started On: 05/18/2011 05:09 PM  
Final Approval Date: 05/19/2011

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