

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JULY 19TH, 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 – 18)

5. Consider a line item transfer from Miscellaneous to Cell Phone/Pager as requested by the Tax Assessor/Collector.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From:	0100-0499-004999	Miscellaneous	200.00	
To:	0100-0499-004209	Cell Phone/Pager	200.00	

6. Discuss and approve line item transfer for the purchase of office supplies for the District Attorney's office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
from	0100.0440.003900	Publications/periodicals	500.00	
to	0100.0440.003100	Office supplies	500.00	

7. Discuss and consider approving line item transfer for Technology Services

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0503-005700	Vehicles	2047.00	
From	0100-0503-004541	Vehicle Repairs and Maintenance	1000.00	
To	0100-0503-003301	Gasoline and Oil	3047.00	

8. Discuss and consider approving a line item transfer for the Budget Office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0491.004999	Misc.	66.73	
From	0100.0491.003100	Office Supplies	114.27	
To	0100.0491.004350	Printed Materials and Binding	181.00	

9. Discuss and consider approving a line item transfer for the Child Welfare department:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0645.002080	Random Drug Testing	\$15,000.00	01
To	0100.0645.003305	Clothing	\$15,000.00	02

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0453-003100	Office Supplies	\$100.00	
To	0100-0453-004544	Repairs to Office Equipment	\$100.00	

11. Discuss and consider approving a line item transfer for the Parks and Recreation Department.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
To	0100.0510.004510	Facility Maint&	\$2000	
From	0100.0510.004111	Special Events	\$2000	
To	0100.0510.003301	Gasoline	\$4000	

From	0100.0510.004350	Printed Materials	\$2000	
From	0100.0510.004231	Travel	\$1000	
From	0100.0510.003541	Contract Mowing	\$3500	
To	0100.0510.004541	vehicle maint	\$3500	
From	0100.0510.003670	Use of donations	\$1000	

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0540.005700	Vehicles > \$5000	38,400.00	
To	0100.0540.004210	Internet/Email Services	34,900.00	
To	0100.0540.003010	Computer Equipment < \$5000	3,500.00	

13. Consider approving property tax collections for the month of June 2011 for the Williamson County Tax Assessor/Collector.
14. Consider approving property tax refunds over \$2,500.00 for the month of June 2011 for the Williamson County Tax Assessor/Collector.
15. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, destruction, or trade-in.
16. Consider approving donation for National Night Out program from Target in the amount of \$1500.00.
17. Consider closing the northbound lanes of Liberty Walk from O'Connor Drive to Tonkinese Drive on September 24th, 2011 from 9:00 am until 7:00 pm and consider loaning barricades and signage for the Annual Hairy Man Festival.
18. Discuss and take appropriate action on authorizing the County Judge to execute a deed without warranty to Vista Oaks Municipal Utility District for 0.033 and 0.035 acres of right-of-way. (Pct. 3)

REGULAR AGENDA

18. Consider approving a resolution recognizing the Williamson County Purchasing Office for receiving the Achievement of Excellence in Public Procurement Award from the National Purchasing Institute. Standards for receiving this award have been established by the National Purchasing Institute and supported by the following organizations: National Institute of Governmental Purchasing, Texas Public Purchasing Association, California Association of Public Procurement Officers, Florida Association of Public Procurement Officers, National Association of State Procurement Officials, National Association of Educational Procurement, and the Institute of Supply Management. (Notice of Award from NPI is attached)

19. Hear presentation and update on Capital Area Housing Finance Corporation.
20. Hear presentation from Williamson County Elections Administrator, Rick Barron and take appropriate action regarding the effects of SB 100 on local May elections.
21. Hear July 2011 Construction Summary Report.
22. Discuss and take appropriate action on road bond program.
23. Consider approving Change Order No. 6 in the amount of \$0.00 for BUS 79 Drainage (Project No. 09WC712), a Road Bond Project in Precinct Four.
24. Consider approving Change Order No. 19 in the amount of \$20,376.08 for US 79 Section 5A (Project No. 08WC619), a Pass Through Financing project in Precinct Four.
25. Consider approving Change Order No. 7 in the amount of \$31,951.08 for RM 2338 Phase II (Project No. 09WC722A), a Pass Through Financing project in Precinct Three.
26. Consider approving Change Order No. 2, in the amount of \$-1126.78 for CR 313 East, Ph. 2, Precinct 3.
27. Consider authorizing County Judge to execute a Real Estate Contract with AltonAutowash, Inc. for ROW needed on RM 620. (PARCEL 7)
28. Consider authorizing County Judge to execute a Real Estate Contract with Shumore Joint Venture for ROW needed on Chandler IIIA. (PARCEL 7)
29. Consider authorizing the County Judge to execute a Confirmation of Access Easement to the Guy property.
30. Consider authorizing County Judge to execute a letter agreement with the Nelson Homestead Family Partnership, Ltd. for driveway improvements on FM 1460.
31. Consider authorizing County Judge to execute a letter agreement with Mark and Darla Ekrut for moving expenses on SH 29.
32. Consider authorizing County Judge to execute a Right to Enter Property Agreement with Katy Whitis for ROW needed on Ronald Reagan Phase IV. (PARCEL 8.1 and 8.2)
33. Consideration and action with respect to Resolution Calling a Public Hearing Regarding Establishment of the Northwoods Road District No. 1.
34. Discuss and take appropriate action on the processing of public information requests.
35. Discuss and take appropriate action on extending the Burn Ban in Williamson County for up to an additional ninety days.
36. Discuss and take appropriate action on purchasing and contract approval from CTS for telecommunication equipment for the Parks Administrative Office in the Southwest Regional Park.

37. Acknowledge and take appropriate action as needed regarding Williamson County Conservation Foundation acquisition of a conservation easement covering an additional portion of Cobb Cavern, an endangered species habitat feature.
38. Discuss and take appropriate action on Determination Letter for mitigation enrollment on a project area for Round Rock Independent School District consisting of 214+ acres located between Avery Ranch Boulevard and SH 45 and known as Pearson Ranch tract.
39. Consider authorizing the Fleet Department to have Rene Bates Auctioneers hold online auctions for the sale of surplus County vehicles and heavy equipment on the following dates: August 12th, 2011, November 11th, 2011, February 10th, 2012, May 11th, 2012, and September 10th, 2012. All auctions will close by 5pm CST on these dates.
40. Consider authorizing advertising and setting date of August 17, 2011 at 2:00pm in the Purchasing Department to receive proposals for Snack and Beverage Vending Machines for Williamson County, Proposal # 11WCP1009.
41. Consider authorizing advertising and setting date of August 9, 2011 at 2:00 pm in the Purchasing Department to receive bids for Sheriff's Office Contract Towing Services for the Northwest area - Class A and Class B Tows.
42. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367403	Park Donations	\$3,350.00	01

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003670	Use of Donations	\$3,350.00	01

44. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for the Sheriff's Office:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.370515	TDH Monitoring Fees	\$12,000.00	01

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0560.001110	Overtime	\$9,691.20	01
	0100.0560.002010	FICA	\$918.00	02
	0100.0560.002020	Retirement	\$1,390.80	03

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100-0000-333220	Payments from other entities	3,333.00	

47. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100-0540-003001	Small Equipment & Tools	3,333.00	

48. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS donation.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367401	EMS Donation	50.00	

49. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS donation.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0540.003670	Use of Donations	50.00	

50. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS donation.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367401	EMS Donation	25.00	

51. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS donation.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0540.003670	Use of Donation	25.00	

52. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS donation.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.003674	EMS Donations	\$1750.00	

53. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS donation.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0540.003670	Use of Donations	1750.00	

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)."

54. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
1. Proposed or potential purchase of lease of property by the County:
 - a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.
 - b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
 - c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
 - d) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
 - e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.

- f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
- g) Discuss proposed acquisition of property for proposed SH 29 project.
- h) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
- i) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.
- j) Discuss proposed acquisition of property for right-of-way on Chandler IIIA.
- k) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
- l) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- m) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
- n) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
- o) Discuss proposed acquisition of property for right-of-way along FM 1460.
- p) Discuss proposed Access Easement on Guy property.
- q) Discuss proposed acquisition of drainage easements along CR 138.

55. Discuss economic development issues regarding project Jill. (EXECUTIVE SESSION as per VTCA Gov't Code Section 551.076 Deliberation regarding economic development projects.)

56. 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) 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
- i) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division;
- j) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas,

Austin Division

k) Employment related matters.

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

- 57.** Discuss and take appropriate action on real estate.
- 58.** Discuss economic development issues regarding project Jill.
- 59.** 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) 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
 - i) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division;
 - j) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division
 - k) Employment related matters.
 - l) Other confidential attorney-client matters, including contracts.
- 60.** Comments from Commissioners.
- 61.** Recess until 1:00 P.M.
Hear from Departments regarding Budget Recommendations.

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.

Consider a line item transfer for the Tax Assessor/Collector Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Sandra Surratt, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Consider a line item transfer from Miscellaneous to Cell Phone/Pager as requested by the Tax Assessor/Collector.

Background

Transfer funds from Miscellaneous to Cell Phone/Pager in order to cover anticipated expenses for the remainder of the year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From:	0100-0499-004999	Miscellaneous	200.00	
To:	0100-0499-004209	Cell Phone/Pager	200.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	07/14/2011 10:03 AM	APRV
4	Budget	Wendy Coco	07/15/2011 03:51 PM	APRV

Form Started By: Sandra Surratt
 Started On: 07/06/2011 02:23 PM
 Final Approval Date: 07/15/2011

Line item transfer for the District Attorney's Office Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Judy Kocian, District Attorney
Department: District Attorney
Agenda Category: Consent

Information

Agenda Item

Discuss and approve line item transfer for the purchase of office supplies for the District Attorney's office.

Background

Office supplies are needed for the daily job responsibilities of the District Attorney's office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
from	0100.0440.003900	Publications/periodicals	500.00	
to	0100.0440.003100	Office supplies	500.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	07/14/2011 10:03 AM	APRV
4	Budget		07/15/2011 03:51 PM	NEW
Form Started By: Judy Kocian			Started On: 07/08/2011 04:48 PM	
Final Approval Date: 07/15/2011				

Discuss and consider approving line item transfer for Technology Services Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Tammy McCulley, Information Technology
Department: Information Technology
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving line item transfer for Technology Services

Background

Gasoline funds are depleted and in need of funds for remainder of fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0503-005700	Vehicles	2047.00	
From	0100-0503-004541	Vehicle Repairs and Maintenance	1000.00	
To	0100-0503-003301	Gasoline and Oil	3047.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	07/14/2011 10:03 AM	APRV
4	Budget		07/15/2011 03:51 PM	NEW
Form Started By: Tammy McCulley			Started On: 07/12/2011 09:01 AM	
Final Approval Date: 07/15/2011				

LIT**Commissioners Court - Regular Session**

Date: 07/19/2011
Submitted By: Rebecca Clemons, County Judge
Submitted For: Rebecca Clemons
Department: County Judge
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for the Budget Office.

Background

Transfer is to have adequate funding in the appropriate line item for the purchase of business cards.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0491.004999	Misc.	66.73	
From	0100.0491.003100	Office Supplies	114.27	
To	0100.0491.004350	Printed Materials and Binding	181.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Rebecca Clemons
 Started On: 07/12/2011 12:10 PM
 Final Approval Date: 07/14/2011

Child Welfare LIT 07-19-2011

Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Lisa Moore, County Auditor
Submitted For: Jami Nelson
Department: County Auditor
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the Child Welfare department:

Background

The Child Welfare board proposes transferring the money to cover the second clothing request this year, scheduled for August.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0645.002080	Random Drug Testing	\$15,000.00	01
To	0100.0645.003305	Clothing	\$15,000.00	02

Attachments

Link: [Child Welfare Board Mtg 04-2011](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	07/14/2011 10:03 AM	APRV
4	Budget		07/15/2011 03:51 PM	NEW
Form Started By: Lisa Moore			Started On: 07/13/2011 07:10 AM	
Final Approval Date: 07/15/2011				

**Williamson County Child Welfare Board
Minutes for the April 12, 2011 Meeting**

Members Present: Dianne Howell, Pat Herff, Melba Kemble, Susan Komandosky, Paulette McConchie, Carolyn Miller, Jami Nelson, Vanessa Nothnagel, Celia Ortiz, Judy Pearson, Rochelle Hall-Schwarz

Members Absent: Debra Hobbs*, Sara Naylor (*proxies received)

Guests Present: Charlotte Rosenbaum

Staff Present: Kim Gibbons

MEETING CALLED TO ORDER: by Dianne Howell at 12:12 p.m.

STAFF REPORT: Kim asked if the board would be interested in hearing what CASA is currently doing. She also said Investigations is picking up a lot of children but many children are being moved into the adoptions unit.

EXECUTIVE SESSION: started at 12:18 p.m. Out of Executive Session at 12:32 p.m.

ACTION REQUIRED BY EXECUTIVE SESSION: Carolyn made a motion to approve the reports with the request for car seats moved from special to donated, and the request for Philip left pending until further information can be provided. Rochelle seconded; motion carried. (copies attached).

MINUTES: The minutes of the March meeting were approved as presented.

TREASURER'S REPORT: Jami handed out the treasurer's report (copies attached). She cashed out the CD and placed the money in the checking account for the time being. The raffle expenses were reimbursed from the raffle account.

OLD BUSINESS:

Fundraising/Raffle: Paulette handed out a report on the raffle. The net income was \$12,562.79 (copy attached). There are still some funds outstanding from ticket sales and raffle items. Paulette said of the 156 tickets sold approximately 100 were sold in Taylor. She asked how the other towns could be better solicited. Dianne said the larger the town, the harder it is to sell tickets. There was a discussion of advertising the event.

Paulette shared some possible dates for next year. She suggested that it be held the last weekend in February. The consensus of the group was to hold the event Feb. 25. She also said the price of rental for the KC Hall is also probably going to go up.

Carolyn made a motion that workers be paid to a maximum of \$725. Melba seconded; motion carried. Workers to be paid: auctioneer, his wife and JoLynn \$200 each; helpers \$25 each.

Update Volunteer Hours: Dianne passed the list for everyone to enter hours.

NEW BUSINESS:

Budget Requests for 2011-2012: Dianne said the county is already asking for budget requests for the upcoming budget year to be turned in by the end of April. Kim said that she thinks there is going to be an increase in the need for county-funded drug testing next year as compared to this year. There was a discussion of various expenses and whether funds need to be moved or additional funds requested. Carolyn made a motion that this year's

budget be amended to move \$15,000 from drug testing to clothing. Melba seconded; motion carried.

Funding Request Submitted to RRWC: Dianne and Jami submitted a fund request to the Round Rock Women's Club for \$2000, but do not yet know if we will receive it.

Rainbow Room: Pat said that she needs more room in the Georgetown Raindrop room. It has become quite crowded. Susan asked about a source for the "blue bags" since the supply is running low. Dianne said she will check into that.

COMMITTEE REPORTS:

Regional Board Meeting Report: Susan gave a short report about the last meeting of the regional board. Pat volunteered to go to Belton and pick up additional give away items. Next meeting is Awards Day May 19.

Rainbow Room Responsibilities:

March: Jami/Pat/Susan

April: Melba/Pat/Susan

Workers need to supply a list of needs for the Rainbow Room. Kim said that Tameka could check the room monthly and help supply a list of needs.

NEXT REGULAR MEETING: May 10, 2011 in Georgetown.

Kim will get the information regarding the donation request for a gym membership for Philip and forward it to Dianne. Dianne will then take a board vote by e-mail.

Paulette asked about children aging out of the system. There is up to \$500 available to pay for utility deposits, etc. for a child. Kim will check on the need.

Paulette asked whether there were any vacancies on the Board at this time. There is one vacancy. Both Carolyn and Celia know of someone who is interested. Celia will contact Priscilla King about her interest in the board and if she is not interested at this time Carolyn will invite her person, Tracy Hays.

Carolyn said she needed to know what to do with prom dresses she has received. Kim said the event for prom clothing was held last weekend, but that no information regarding the need for dresses had been disseminated. They could be placed in the Rainbow Room or stored at home until next year.

MEETING ADJOURNED: at 1:53 p.m.

Respectfully submitted,

Susan Komandosky
Secretary

Line Item Transfer

Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Melissa Goins, J.P. Pct. #3
Department: J.P. Pct. #3
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for JP3

Background

Insufficient funds to pay invoice for emergency repair on RapidPrint Time/Date Stamp.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0453-003100	Office Supplies	\$100.00	
To	0100-0453-004544	Repairs to Office Equipment	\$100.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	07/14/2011 10:03 AM	APRV
4	Budget		07/15/2011 03:51 PM	NEW
Form Started By: Melissa Goins			Started On: 07/13/2011 09:18 AM	
Final Approval Date: 07/15/2011				

Discuss and consider approving a line item transfer for the Parks and Recreation Department.

Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for the Parks and Recreation Department.

Background

Record gasoline prices have caused us to go over in this account. Various facility breakdowns such as the 8 year old a/c at the tennis center, age & strong spring winds have caused windscreens to tear, ice machine repairs at the maint facility. Our vehicles have aged and breakdowns are more common place.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
To	0100.0510.004510	Facility Maint&	\$2000	
From	0100.0510.004111	Special Events	\$2000	
To	0100.0510.003301	Gasoline	\$4000	
From	0100.0510.004350	Printed Materials	\$2000	
From	0100.0510.004231	Travel	\$1000	
From	0100.0510.003541	Contract Mowing	\$3500	
To	0100.0510.004541	vehicle maint	\$3500	
From	0100.0510.003670	Use of donations	\$1000	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	07/14/2011 10:03 AM	APRV
4	Budget		07/15/2011 03:51 PM	NEW
Form Started By: Jim Rodgers			Started On: 07/13/2011 01:16 PM	
Final Approval Date: 07/15/2011				

Line item transfer for Telestaff Scheduling System Commissioners Court - Regular Session

Date: 07/19/2011
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

Consider approving line item transfer for Telestaff Automated Scheduling System to assist and ensure compliance with federal and state labor laws, county and department policies in regards to time tracking, leave management, reporting, integration to payroll, overtime management, daily roster and scheduling as recommended by legal council.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0540.005700	Vehicles > \$5000	38,400.00	
To	0100.0540.004210	Internet/Email Services	34,900.00	
To	0100.0540.003010	Computer Equipment < \$5000	3,500.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Kenny Schnell
 Started On: 07/14/2011 11:33 AM
 Final Approval Date: 07/15/2011

Property Tax Collections – June 2011

Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Sandra Surratt, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Consider approving property tax collections for the month of June 2011 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

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

Attachments

Link: [060111-063011 GWI-RFM](#)

Form Routing/Status

Form Started By: Sandra Surratt Started On: 07/14/2011 08:42 AM
Final Approval Date: 07/14/2011

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
June 1-30, 2011

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	Percent Collected	Percent Collected w/P & I	Percent Collected w/P & I & Prior Years
2010	\$150,606,771.14	\$965,739.15	\$151,572,510.29	\$550,194.98	\$78,265.22	(\$0.07)	\$2,074,625.28	\$149,497,885.01	98.63%	98.68%	99.41%
2009 & Prior	\$2,233,295.16	(\$149,744.64)	\$2,083,550.52	\$42,278.38	\$15,321.53	\$1,642.46	\$1,239,096.82	\$844,453.70	40.53%	41.26%	
Rollbacks	\$165,822.93	\$120,252.89	\$286,075.82	\$3,812.39	\$4,765.49	\$0.00	\$55,532.56	\$230,543.26	80.59%	82.25%	
Total All	\$153,005,889.23	\$936,247.40	\$153,942,136.63	\$596,285.75	\$98,352.24	\$1,642.39	\$3,369,254.66	\$150,572,881.97	97.81%	97.88%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	Percent Collected	Percent Collected w/P & I	Percent Collected w/P & I & Prior Years
2010	\$9,936,287.66	\$68,084.42	\$10,004,372.08	\$36,392.62	\$5,124.71	(\$0.06)	\$142,021.75	\$9,862,350.33	98.58%	98.63%	99.40%
2009 & Prior	\$167,209.30	(\$10,165.04)	\$157,044.26	\$2,698.44	\$1,000.42	\$169.90	\$98,113.49	\$58,930.77	37.52%	38.16%	
Rollbacks	\$11,721.18	\$8,012.05	\$19,733.23	\$622.43	\$778.04	\$0.00	\$3,845.37	\$15,887.86	80.51%	84.46%	
Total All	\$10,115,218.14	\$65,931.43	\$10,181,149.57	\$39,713.49	\$6,903.17	\$169.84	\$243,980.61	\$9,937,168.96	97.60%	97.67%	

2010 COMBINED MONTHLY BREAKDOWN

Oct-10	\$163,121,107.37	\$43.00	\$163,121,150.37	\$583,319.49	\$43,733.04	\$1,197.12	\$162,536,633.76	\$584,516.61			
Nov-10	\$163,121,150.37	\$981,991.23	\$164,103,141.60	\$8,057,873.41	\$32,723.92	\$3,125.73	\$155,457,625.85	\$8,645,515.75			
Dec-10	\$164,103,141.60	\$92,539.95	\$164,195,681.55	\$86,482,093.28	\$30,482.50	\$936.52	\$69,067,136.00	\$95,128,545.55			
Jan-11	\$164,195,681.55	(\$89,753.52)	\$164,105,928.03	\$57,800,443.44	\$32,064.03	(\$71,489.97)	\$11,248,429.01	\$152,857,499.02			
Feb-11	\$164,105,928.03	\$10,399.06	\$164,116,327.09	\$2,322,842.19	\$161,669.55	\$38,462.23	\$8,897,523.65	\$155,218,803.44			
Mar-11	\$164,116,327.09	(\$11,273.35)	\$164,105,053.74	\$2,470,836.51	\$188,951.79	\$689.99	\$6,414,723.80	\$157,690,329.94			
Apr-11	\$164,105,053.74	(\$11,164.22)	\$164,093,889.52	\$939,716.13	\$107,729.42	\$13.37	\$5,463,830.08	\$158,630,059.44			
May-11	\$164,093,889.52	\$31,848.52	\$164,125,738.04	\$1,239,777.75	\$120,597.74	\$2,402.27	\$4,253,498.58	\$159,872,239.46			
Jun-11	\$164,125,738.04	(\$2,451.84)	\$164,123,286.20	\$635,999.24	\$105,255.41	\$1,812.23	\$3,613,235.27	\$160,510,050.93			

Property Tax Refunds – Over \$2,500.00 – June 2011

Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Sandra Surratt, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Consider approving property tax refunds over \$2,500.00 for the month of June 2011 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

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

Attachments

Link: [Court Refunds Jun 11](#)

Form Routing/Status

Form Started By: Sandra Surratt Started On: 07/14/2011 08:48 AM
Final Approval Date: 07/14/2011



Date: July 12, 2011

To: Members of the Commissioners Court

From: Deborah M. Hunt, CTA

Deborah M Hunt, C T A
Tax Assessor Collector

Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at 943-1601, ext. 7015, if you have any questions.

Thank you.



WILLIAMSON COUNTY

Main Office:

904 S Main St
Georgetown, Texas 78626
Phone: (512) 943-1601
Fax: (512) 943-3578
www.williamson-county.org

Annex Locations:

1801 E Old Settlers Blvd, Ste 115
Round Rock, Texas 78664
Phone: (512) 244-8644
Fax: (512) 244-8645

350 Discovery Blvd, Ste 101
Cedar Park, Texas 78613
Phone: (512) 260-4290
Fax: (512) 260-4295

412 Vance St, Ste 1
Taylor, Texas 76574
Phone: (512) 352-4140
Fax: (512) 352-4143

3:11 PM

07/12/11

Accrual Basis

**Property Tax
Account QuickReport
As of June 30, 2011**

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	6/3/2011	40701	Litton Loan Servicing	Multiple Accounts - Overpayments	-3,274.50
Check	6/3/2011	40714	TMC Construction Inc	R431119 - Double Payment	-8,488.41
Check	6/8/2011	40725	Aurora Loan Services	R459981 - Double payment	-3,312.94
Check	6/8/2011	40726	STORAGE DIRECT-AUSTIN LLC & PETE...	R442308 - 2009 & 2010 Agreed Judgment	-5,774.98
Check	6/8/2011	40727	LESTER, CARTER & MARY ANN & DOU...	R498384 - 2010 Agreed Judgment	-5,092.14
Check	6/8/2011	40728	CAMP DOUBLECREEK	R487974 - 2010 Agreed Judgment	-7,705.94
Check	6/9/2011	40729	PARK CENTRAL BUILDING ASSOCIATE...	R396593 - 2008 & 2009 Agreed Judgment	-3,168.54
Check	6/9/2011	40748	TFR REALTY LP	R022774 - 2010 Supplement #10	-3,213.23
Check	6/9/2011	40749	LSRM INVESTMENTS LLC	R031293 - 2010 Supplement #10	-11,182.81
Check	6/9/2011	40794	AARON, PATRICK D & SHERRY L	R356789 - 2010 Supplement #10	-5,740.68
Check	6/9/2011	40814	LJR AUSTIN PROPERTIES LLC	R401768 - 2010 Supplement #10	-5,891.80
Check	6/9/2011	40853	THYSSEN DEVELOPMENT LLC	Multiple Accounts - 2010 Supplement #10	-20,014.27
Check	6/9/2011	40864	GULFEAGLE SUPPLY	P467992 - 2010 Supplement #10	-6,816.90
Check	6/9/2011	40868	VITALOGY	Multiple Accounts - 2010 Supplement #10	-2,792.34
Check	6/24/2011	40872	ALLEN, STACY & BARBARA	R080280 - 2010 Agreed Judgment	-4,255.30
Check	6/24/2011	40979	DROLETTE, CAROL A & MICHAEL J	R383606 - 2006-2010 Supplements	-3,905.62
Check	6/24/2011	41022	LYCAN, STEPHEN D & REBECCA C	R350380 - 2010 Supplement #11	-4,205.45
Check	6/27/2011	41049	Steven T Wolf	R328197 - Overpayment	-14,865.34
Check	6/27/2011	41057	Pulte Homes of Texas LP	Reissue refund ck# 39465 -	-41,009.80
Total Refunds Payable - Taxpayers					-160,710.99
TOTAL					-160,710.99

Weekly Asset Transfers

Commissioners Court - Regular Session

Date: 07/19/2011
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, destruction, or trade-in.

Background

Fiscal Impact

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

Attachments

Link: [Asset Transfer Forms](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 07/13/2011 08:35 AM
Final Approval Date: 07/14/2011

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)
	see attached spreadsheet			Non-Working
				Non-Working
				Non-Working
				Non-Working
				Non-Working

Parties involved:**FROM** (Transferor Department): 570 Corrections**Transferor - Elected Official/Department Head/****Authorized Staff:**

LC Marshall

Print Name

Signature

June 29, 2011

Date

Contact Person:

Emily Hajda

Print Name

+1 (512) 943-1324

Phone Number

TO (Transferee Department/Auction/Trade-in/Donor): AUCTION**Transferee - Elected Official/Department Head/****Authorized Staff OR Donor - 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 _____

[illegible]

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

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	SummaSign T750 Sign Plotter	170301-10001	na	Working
1	Dell Optiplex GX 240	ET FB41711	C00316	Non-Working
1	Dell Dimsneion XPS T700	97C3108	C00330	Non-Working
1	Dell CRT			Non-Working
1	Signer by Gerber - Sign Maker			Non-Working

Parties involved:
FROM (Transferor Department): Infrastructure - Road & Bridge

**Transferor - Elected Official/Department Head/
Authorized Staff:**

Terron Evertson

Print Name

Signature

Contact Person:

Lisa Pohlmeier

Print Name

943-3364

Phone Number

July 7, 2011

Date

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 Latitude C640 Laptop	24WRV21	C01158	Non-Working
1	Dell Latitude C640 Laptop w/ case	D5WRV21	C01660?	Non-Working
1	Dell Dimension 4600	27FH061		Non-Working
				Non-Working
				Non-Working

Parties involved:
FROM (Transferor Department): Infrastructure - Road & Bridge

210-URS

**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

 J. Terrell EVERSON
 Print Name

 LISA Polmeyer
 Print Name

 J. Terrell EVERSON
 Signature

 7/7/11
 Date

 943-3364
 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 ☐ DESTRUCTION due to Public Health / Safety
☒ SALE at the earliest auction * ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
3	Dell CRTs			Non-Working
1	Dell Docking Station			Working
2	Laptop cases			Working
1	Viewsonic CRT			Non-Working
4	Keyboard Shelves			Working

Parties involved:**FROM** (Transferor Department): Infrastructure - Road & Bridge

210 URS

Transferor - Elected Official/Department Head/**Authorized Staff:****Contact Person:**

Print Name

Lisa Pohlmeier July 6, 2011

Print Name

Signature

7/6/11

Date Phone Number

943-3364

TO (Transferee Department/Auction/Trade-in/Donor): Auction**Transferee - Elected Official/Department Head/****Authorized Staff OR Donor - 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
 ☐ 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 Inspiron 8600 Laptop & Case	4KRYM41	C00321	Non-Working
1	Dell Latitude Laptop & Case	64WRV21	C00322	Non-Working
1	HP Deskjet 6980 Printer			Non-Working
				Non-Working
				Non-Working

Parties involved:**FROM** (Transferor Department): Infrastructure - Road & Bridge

210-URS

Transferor - Elected Official/Department Head/**Authorized Staff:****Contact Person:**

Print Name

Lisa Pohlmeier July 6, 2011

Signature

Print Name

943-3364

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	a use computer at the willamson county recycling center	C00023		Working

Parties involved:
FROM (Transferor Department): Williamson county recycling center at 101 landfill road

Transferor - Elected Official/Department Head/
Authorized Staff:
Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

Transferee - Elected Official/Department Head/
Authorized Staff OR Donor - 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
 ☐ 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	1998 QuickBooks Pro: Multi-User 6.0 Version (Windows 95/98)	Key Code: 0241-003-421-6207		Working
1	2000 QuickBooks Pro: Multi-User, works with Outlook & Act	Key Code: 2143-773-413-9205		Working
1	2000 QuickBooks Pro: Multi-User, works with Outlook & Act	Key Code: 2103-773-419-8205		Working
1	2003 QuickBooks Pro: 5-User Edition (Windows 98/2000/Me/XP)	Key Code: 03603-72239-70003-820003		Working

Parties involved:

FROM (Transferor Department): Tax Assessor/Collector 499

Transferor - Elected Official/Department Head/**Authorized Staff:****Contact Person:**

Deborah M. Hunt

Cathy Atkinson

Print Name

Print Name



943-1544

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

943-1562

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)
3	Dell 1704FPT monitors	CN-0Y4299-71618-58U-ADHZ		Working
		CN-0Y4299-71618-58U-ADJ2		Working
		CN-0Y4299-71618-5BN-CBFZ		Working

Parties involved:
FROM (Transferor Department): AUCTION

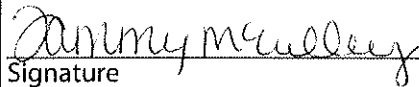
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

Tammy McCulley

Tammy McCulley

Print Name

Print Name



July 6, 2011

+1 (512) 943-1455

Signature

Date Phone Number

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

402

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

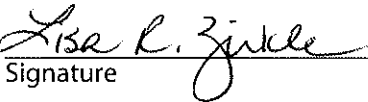
Contact Person:

Lisa Zirkle

Lisa Zirkle

Print Name

Print Name



July 6, 2011

+1 (512) 943-1533

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:		SO <u>1560</u>		SB0340
1GCEC19V73Z271039		Department		Door Number
Vehicle Identification Number				
8MCS03	2003	CHEVY	1500 XCAB	WHT
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 <u>112,281</u>				
☒ Not mechanically sound <u>Transmission slipping</u>				
☒ Other: Explain <u>Lifetime maintenance costs exceed 45% of purchase price, expected life in fleet exceeds 160%.</u>				
3) Elected Official/Department Head/Authorized Staff				
Print <u>L.C. Marshall</u>		Signature <u>[Signature]</u>		Date <u>4-4-11</u>

RECEIVED

JUL -1 2011

Williamson County, Texas

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	☒ TRANSFER between county departments
☐ TRADE-IN for new assets of same general type for the county	Comments:
☐ SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department: <u>509</u>
☐ OTHER	Elected Official/Department Head/Authorized Staff or Donee Representative:
	Print Name: <u>Gary Wilson</u>
	Signature and Date: <u>[Signature] 6-29-11</u>
	Contact name and Number: <u>943-1636</u>
2) ☐ Vehicle Marked for Auction and moved to Auction Yard	
☒ Forward forms and reports to County Auditor's Office	
Print <u>Mike Fox</u>	Signature <u>[Signature]</u> Date <u>6-29-11</u>

(Approved by Ashlie Koenig)

National Night Out Donation Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Deborah Wolf, Sheriff
Submitted For: Deborah Wolf
Department: Sheriff
Agenda Category: Consent

Information

Agenda Item

Consider approving donation for National Night Out program from Target in the amount of \$1500.00.

Background

Target donated a check in the amount of \$1500.00 made payable to Williamson County Sheriff Department for the National Night Out program.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Deborah Wolf Started On: 07/13/2011 03:49 PM
Final Approval Date: 07/14/2011

Hairy Man Festival

Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Consent

Information

Agenda Item

Consider closing the northbound lanes of Liberty Walk from O'Connor Drive to Tonkinese Drive on September 24th, 2011 from 9:00 am until 7:00 pm and consider loaning barricades and signage for the Annual Hairy Man Festival.

Background

Type of Closure: Special Event: Description - The Hairy Man Festival has been an annual festival since 1994 and is held in Brushy Creek at the Cat Hollow Park on O'Connor Drive off of Hwy 620. There will be live music, arts and crafts for sell as well as various food and game booths. They would like to close the northbound lanes of Liberty Walk from O'Connor Dr. to Tonkinese Drive.

They have requested 6 road detour signs, 6 road closed signs and 16 barricades. Ron Roberts from URS has said the requested signs and barricades are available.

Event Date: 09/24/11 Start time: 9:00 AM - End Time: 7:00 PM / Alternate Dates: None / HeadCount 6,000

The contact person for this event is Ricci Nelson, 7030 Evans Drive, Round Rock, TX 78681. Primary Telephone Number is (512) 657-8995 / Email: riccinelson@austin.rr.com.

This item has been submitted through the road closure process on sharepoint.

This agenda item has been submitted through the road closure process on sharepoint.

Fiscal Impact

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

Attachments

Link: [Hairy Man Festival](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 07/06/2011 10:27 AM
 Final Approval Date: 07/14/2011

Discuss and take appropriate action on authorizing the County Judge to execute a deed without warranty to Vista Oaks Municipal Utility District Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Joe England, Unified Road System
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on authorizing the County Judge to execute a deed without warranty to Vista Oaks Municipal Utility District for 0.033 and 0.035 acres of right-of-way. (Pct. 3)

Background

These two tracts of ROW represent proposed stub out roads that never materialized. As such, they are no longer needed. This has been reviewed by Charlie Crossfield.

Fiscal Impact

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

Attachments

Link: [Vista Oaks ROW Vacation](#)

Form Routing/Status

Form Started By: Joe England
Started On: 07/11/2011 04:31 PM
Final Approval Date: 07/14/2011

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.

DEED WITHOUT WARRANTY

Date: July ____, 2011

Grantor: WILLIAMSON COUNTY, TEXAS, a Texas political subdivision

Grantor's Mailing Address:

Williamson County
c/o County Judge
Williamson County Courthouse
710 Main Street, Suite 201
Georgetown, Texas 78746

Grantee: VISTA OAKS MUNICIPAL UTILITY DISTRICT, a Texas political subdivision

Grantee's Mailing Address:

Vista Oaks M.U.D.
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

BEING a 0.033 acre tract and a 0.035 acre tract of land as shown on the accompanying sketches and being more particularly described by metes and bounds in Exhibit "A" and Exhibit "B", respectively, attached hereto and incorporated herein.

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyance of the surface fee estate, that affect the Property; and taxes for 2011, which Grantee assumes and agrees to pay, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successors) are excluded.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

When the content requires, singular nouns and pronouns include the plural.

WILLIAMSON COUNTY

BY: _____
Dan A. Gattis

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

This instrument was acknowledged before me on this the ____ day of July, 2011, by Dan A. Gattis, County Judge on behalf of Williamson County, Texas.

(notary seal)

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Vista Oaks M.U.D.
Attn: John Bartram
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724

Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**0.033 ACRES
WASHINGTON ANDERSON SURVEY
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.033 ACRES (APPROXIMATELY 1,430 SQ. FT.) IN THE WASHINGTON ANDERSON SURVEY, ABSTRACT NO. 15, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF VISTA HILLS BOULEVARD, AS SHOWN ON THE PLAT OF VISTA OAKS, 1A & 1B REVISED, A SUBDIVISION OF RECORD IN CABINET J, SLIDES 189-194 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.033 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for a point of reverse curvature in the west right-of-way line of Vista Hills Boulevard (right-of-way width varies), same being the east line of Lot 37, Amending Plat of Vista Oaks Section 2B, a subdivision of record in Cabinet M, Slides 308-310 of the Plat Records of Williamson County, Texas;

THENCE crossing Vista Hills Boulevard, with a curve to the left, having a radius of 992.34 feet, a delta angle of 5°38'05", a chord which bears South 3°25'00" East for a distance of 97.55 feet, and an arc length of 48.84 feet to a 1/2" rebar found for a point of reverse curvature in the west right-of-way line of Vista Hills Boulevard, same being the north line of Lot 32, Amending Plat of Vista Oaks Section 2B;

THENCE with the west right-of-way line of Vista Hills Boulevard, same being the north line of said Lot 32, with a curve to the left, having a radius of 25.00 feet, a delta angle of 87°22'59", a chord which bears North 49°55'59" West for a distance of 34.54 feet, at an arc length of 33.85 feet passing a 1/2" rebar found for the northwest corner of said Lot 32, same being an angle point in the east line of Lot 31, Amending Plat of Vista Oaks Section 2B, and continuing with the east line of said Lot 31, for a total arc length of 38.13 feet to a 1/2" rebar found for an angle point;

THENCE North 2°45'08" West, continuing with the west right-of-way line of Vista Hills Boulevard, same being the east line of said Lot 31, at a distance of 25.04 feet passing a 1/2" rebar found for the northeast corner of said Lot 31, same being the southeast corner of Lot 33, Amending Plat of Vista Oaks Section 2B, and continuing with the east line of said Lot 33, for a total distance of 50.11 feet to a 1/2" rebar found for an angle point;

THENCE continuing with the west right-of-way line of Vista Hills Boulevard, same being the south line of said Lot 33 and said Lot 37, with a non-tangent curve to the left, having a radius of 25.00 feet, a delta angle of 85°51'25", a chord which bears North 42°32'26"

EXHIBIT "A"

East for a distance of 34.05 feet, and an arc length of 37.46 feet to the **POINT OF BEGINNING**, containing 0.033 acres of land, more or less.

Surveyed on the ground February 23, 2011. Bearing Basis: Grid azimuth for Texas Central Zone state plane coordinates, 1983/93 HARN, based on GPS solutions from The National Geodetic Survey (NGS) On-line Positioning User Service (OPUS). Attachments: Drawing 697-005-VAC2.

EW 2/25/2011

Eric J. Dannheim
Registered Professional Land Surveyor
State of Texas No. 6075



STATE OF TEXAS
REGISTERED
★
ERIC J. DANNHEIM
6075
PROFESSIONAL
LAND SURVEYOR

Chaparral



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724

Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**0.035 ACRES
WASHINGTON ANDERSON SURVEY
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.035 ACRES (APPROXIMATELY 1,527 SQ. FT.) IN THE WASHINGTON ANDERSON SURVEY, ABSTRACT NO. 15, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF VISTA HILLS BOULEVARD, AS SHOWN ON THE PLAT OF VISTA OAKS, 1A & 1B REVISED, A SUBDIVISION OF RECORD IN CABINET J, SLIDES 189-194 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.035 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for a point of tangency in the west right-of-way line of Vista Hills Boulevard (right-of-way width varies), same being the east line of Lot 11, Amending Plat of Vista Oaks Section 2B, a subdivision of record in Cabinet M, Slides 308-310 of the Plat Records of Williamson County, Texas;

THENCE South $41^{\circ}23'40''$ East, crossing Vista Hills Boulevard, a distance of 99.96 feet to a punch hole found for a point of curvature in the west right-of-way line of Vista Hills Boulevard, same being the north line of Lot 4, Amending Plat of Vista Oaks Section 2B, from which a 1/2" rebar found for a point of tangency in the west right-of-way line of Vista Hills Boulevard bears South $41^{\circ}23'40''$ East, a distance of 356.99 feet;

THENCE with the west right-of-way line of Vista Hills Boulevard, same being the north line of said Lot 4, with a curve to the left, having a radius of 25.00 feet, a delta angle of $88^{\circ}55'44''$, a chord which bears North $86^{\circ}41'50''$ West for a distance of 35.02 feet, at an arc length of 33.74 feet passing 0.33 feet left of a 1/2" rebar found for the called northwest corner of said Lot 4, same being the called northeast corner of Lot 9, Amending Plat of Vista Oaks Section 2B, and continuing with the north line of said Lot 9, for a total arc length of 38.80 feet to a 1/2" rebar found for an angle point;

THENCE North $41^{\circ}33'05''$ West, continuing with the west right-of-way line of Vista Hills Boulevard, same being the northeast line of said Lot 9, at a distance of 25.32 feet passing a 1/2" rebar found for the north corner of said Lot 9, same being the east corner of Lot 10, Amending Plat of Vista Oaks Section 2B, and continuing with the northeast line of said Lot 10, for a total distance of 50.44 feet to a calculated point for an angle point;

THENCE continuing with the west right-of-way line of Vista Hills Boulevard, same being the northeast line of said Lot 10, with a non-tangent curve to the left, having a radius of 25.00 feet, a delta angle of $89^{\circ}49'55''$, a chord which bears North $3^{\circ}46'04''$ East for a

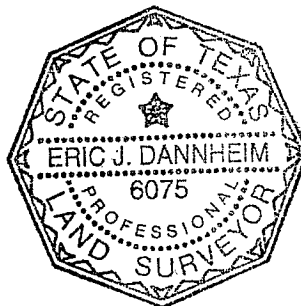
EXHIBIT "B"

distance of 35.30 feet, at an arc length of 5.33 feet passing a 1/2" rebar found for the northeast corner of said Lot 10, same being the south corner of said Lot 11, and continuing with the east line of said Lot 11, for a total arc length of 39.20 feet to the **POINT OF BEGINNING**, containing 0.035 acres of land, more or less.

Surveyed on the ground February 23, 2011. Bearing Basis: Grid azimuth for Texas Central Zone state plane coordinates, 1983/93 HARN, based on GPS solutions from The National Geodetic Survey (NGS) On-line Positioning User Service (OPUS). Attachments: Drawing 697-005-VAC.

EJ 2/25/2011

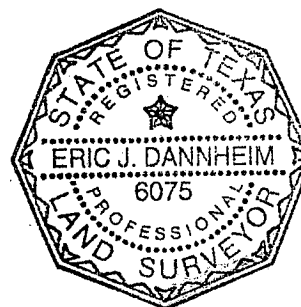
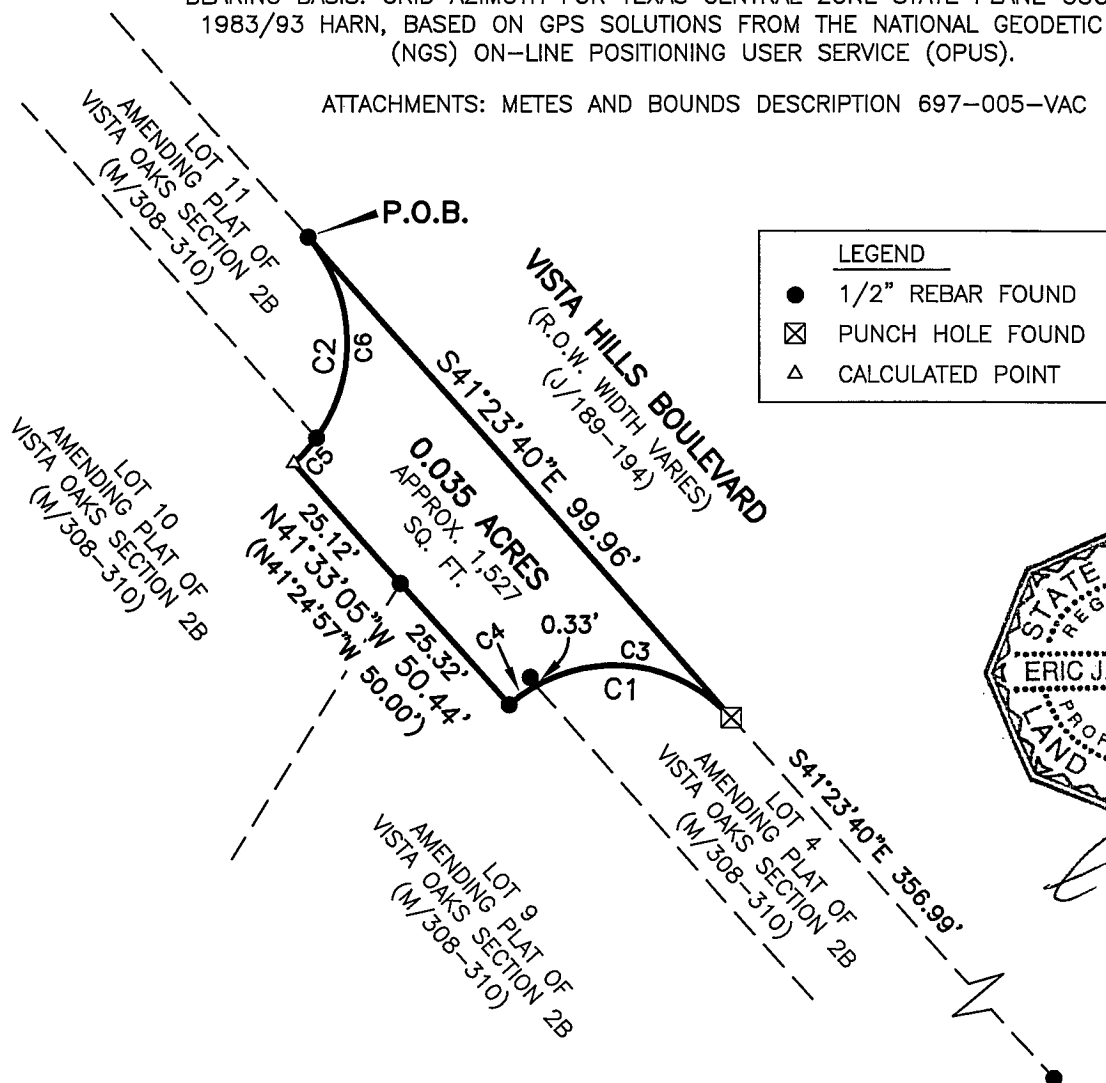
Eric J. Dannheim
Registered Professional Land Surveyor
State of Texas No. 6075



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.035 ACRES (APPROXIMATELY 1,527 SQ. FT.) IN THE WASHINGTON ANDERSON SURVEY, ABSTRACT NO. 15, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF VISTA HILLS BOULEVARD, AS SHOWN ON THE PLAT OF VISTA OAKS, 1A & 1B REVISED, A SUBDIVISION OF RECORD IN CABINET J, SLIDES 189-194 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL ZONE STATE PLANE COORDINATES, 1983/93 HARN, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 697-005-VAC



Eric J. Dannheim
2/25/2011

CURVE TABLE							
NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING	RECORD CHORD
C1	88°55'44"	25.00'	24.54'	38.80'	35.02'	N86°41'50"W	(N86°24'57"W 35.36')
C2	89°49'55"	25.00'	24.93'	39.20'	35.30'	N03°46'04"E	(N03°35'03"E 35.36')
C3	77°19'26"	25.00'	20.00'	33.74'	31.24'	N80°53'40"W	
C4	11°36'19"	25.00'	2.54'	5.06'	5.06'	S54°38'27"W	
C5	12°13'27"	25.00'	2.68'	5.33'	5.32'	N42°34'18"E	
C6	77°36'28"	25.00'	20.10'	33.86'	31.33'	N02°20'40"W	

DATE OF SURVEY: 2/23/11
PLOT DATE: 2/25/11
DRAWING NO.: 697-005-VAC
PROJECT NO.: 697-005
DRAWN BY: EJD
SHEET 1 OF 1

Chaparral

2011 Purchasing Office Award Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Bob Space, Purchasing
Submitted For: Bob Space
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving a resolution recognizing the Williamson County Purchasing Office for receiving the Achievement of Excellence in Public Procurement Award from the National Purchasing Institute. Standards for receiving this award have been established by the National Purchasing Institute and supported by the following organizations: National Institute of Governmental Purchasing, Texas Public Purchasing Association, California Association of Public Procurement Officers, Florida Association of Public Procurement Officers, National Association of State Procurement Officials, National Association of Educational Procurement, and the Institute of Supply Management. (Notice of Award from NPI is attached)

Background

Fiscal Impact

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

Attachments

Link: [Procurement Award](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	07/14/2011 10:57 AM	APRV
4	Purchasing (Originator)	Bob Space	07/14/2011 11:08 AM	APRV
Form Started By: Bob Space			Started On: 07/14/2011 10:32 AM	
Final Approval Date: 07/14/2011				



June 30, 2011

Robert Space, Purchasing Agent
Williamson County
301 SE Inner Loop
Georgetown, TX 78626

Subject: Achievement of Excellence in Procurement Award

Dear Mr. Space:

The Achievement of Excellence in Procurement award is designed to recognize organizational excellence in procurement. The award is achieved by those organizations that demonstrate excellence in procurement by obtaining a high score on a rating of standardized criteria. The program is designed to measure innovation, professionalism, e-procurement, productivity, and leadership attributes of the procurement function. The Achievement of Excellence in Procurement is sponsored by the National Purchasing Institute (NPI), the California Association of Public Procurement Officers (CAPPO), the Florida Association of Public Procurement Officers (FAPPO), the Institute of Supply Management (ISM), the National Institute of Governmental Purchasing (NIGP), the National Association of State Procurement Officials (NASPO), the National Association of Educational Procurement (NAEP), and the Texas Public Purchasing Association (TxPPA).

It is my pleasure to notify you that the Procurement Department of your agency has earned the 16th Annual Achievement of Excellence in Procurement Award for 2011.

Moreover, Williamson County is 1 of only 35 government agencies in Texas and 1 of only 41 counties in the United States to receive the award. Williamson County has received the award for 12 consecutive years.

A beautiful trophy, which has developed into the AEP icon, will be presented to your entity at either the conference specified or mailed as indicated on the application.

Congratulations on the Achievement of Excellence in Procurement Award!

Sincerely,

Kathleen Bender, C.P.M., CPPB
Chairperson
Achievement of Excellence in Procurement Award Committee

cc: Dan Gattis, Honorable, County Judge

CAHFC Update

Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation and update on Capital Area Housing Finance Corporation.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Grimes Kathy Started On: 07/06/2011 04:29 PM
Final Approval Date: 07/07/2011

Elections

Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation from Williamson County Elections Administrator, Rick Barron and take appropriate action regarding the effects of SB 100 on local May elections.

Background

Texas State Legislature enacted Senate Bill 100 to facilitate the voting process for Military and overseas voters. This was adopted to bring Texas into compliance with the 2009 federal Military and Overseas Voter Empowerment Act. ("MOVE")

The bill puts more time between March primaries and April runoffs.

This could affect the way we run elections, for local cities, school districts and other entities.

SB 100 mandates ballots be mailed 45 days before elections.

SB 100 also moves up the filing period from March 2012 party primaries. Effective this year, what had been December-to-January filing period will now become November-to-December filing period.

Fiscal Impact

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

Attachments

Link: [SB 100](#)

Link: [Elections Jurisdictions](#)

Link: [May Election Expense](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 07/14/2011 09:49 AM
 Final Approval Date: 07/14/2011

TEXAS SECRETARY of STATE

HOPE ANDRADE

Note - Navigational menus along with other non-content related elements have been removed for your convenience. Thank you for visiting us online.

Election Advisory No. 2011-09

To: All County, City, School District, and Other Political
Subdivision Election Officials
From: Ann McGeehan, Director of Elections
Date: June 24, 2011
RE: Legislative Implementation of the federal Military and
Overseas Voter Empowerment Act and the Impact on the
Texas Election Calendar

To comply with the federal Military and Overseas Voter Empowerment Act (MOVE), the Texas Legislature enacted Senate Bill 100 (SB 100) in the 82nd Regular Session. This Advisory is intended to provide a basic summary and notice of the impact on the 2012 election calendar. SB 100 does not apply to the November 8, 2011 election. Our office will soon provide more detailed information concerning all the new requirements.

As required by MOVE, SB 100 enhances the voting process for military and overseas voters who may encounter obstacles and time delays with the standard vote by mail process. SB 100 requires ballots to be mailed or emailed to military and overseas voters no later than the 45th day before the election. This requirement applies to:

1. All elections in which a federal office appears on the ballot;
2. Elections to fill a vacancy in the state legislature, unless the election is an emergency or expedited; and
3. An election held jointly with an election described in (1) or (2).

In addition, SB 100 provides that a Federal Postcard Application is effective for a single calendar year instead of the previous effective period of two federal general elections.

The mandate to mail ballots 45 days before an election has a significant impact on the entire election calendar. For example, although primary elections will continue to be the first Tuesday in March, runoff primary elections are moved from the second Tuesday in April to the fourth Tuesday in May.

SB 100 also affects the May uniform election date which now falls between the March primary and the May primary runoff. Early voting for the primary runoff begins two days after the May uniform election date. SB 100 limits the May uniform election date in even-numbered years to only non-county elections. The May uniform election date in odd-numbered years is unaffected.

The deadlines to order elections and the deadlines to file an application for place on the ballot are also adjusted. Below is a summary of the new 2012 election dates and deadlines:

Deadline to file an application for place on the primary ballot	December 12, 2011
Deadline to conduct primary ballot drawing	December 20, 2011
Deadline to mail ballots to <u>MOVE</u> voters for primary	January 21, 2012
Primary Early Voting Period	February 21-March 2, 2012
Deadline to file an application for place on the May ballot	March 5, 2012
PRIMARY ELECTION DAY	March 6, 2012
Deadline to mail ballots to <u>MOVE</u> voters for runoff	April 7, 2012
May uniform election day early voting period	April 30 – May 8, 2012
MAY UNIFORM ELECTION DAY (Limited)	May 12, 2012
Primary Runoff Early Voting Period	May 14 – 18, 2012
PRIMARY Runoff Election Day	May 22, 2012

Cities, schools or other political subdivisions that hold a general election in May of even-numbered years are urged to contact their county election officials soon to determine if county election officials will be able to contract to either conduct the election or lease voting equipment in May of even-numbered years. County election officials are not required to contract to conduct elections in May of even-numbered years. Similarly, counties are not required to lease voting equipment if doing so jeopardizes the equipment's availability for county elections.

SB 100 does not require a political subdivision to change its general election date but it does allow a political subdivision to change to the November uniform election date or to May of an odd-numbered year. Consistent with legislative intent, the Office of the Secretary of State will likely adopt an administrative rule clarifying that a political subdivision may move its general election date from May of an even-numbered year to May of an odd-numbered year.

In addition, SB 100 contains the following provisions to facilitate a change in election date and/or a change to the term of office:

- A home rule city may pass a resolution to change the general election date or to provide for the election of all members of the governing body at the same election. The resolution supersedes any charter provision to the contrary.
- A school board may adopt a resolution no later than December 31, 2011 that changes the length of trustees' terms. The resolution must provide for staggered terms of either three or four years, and the transition must begin with the first regular election occurring after January 1, 2012.
- A general law municipality whose governing body serves one or three year terms or staggered terms may adopt a resolution no later than December 31, 2012, changing the length of term to two years or providing for the election of all members of the governing body at the same election.

- Any political subdivision that elects the members of its governing body to a term that consists of odd-numbered years may adopt a resolution no later than December 31, 2012, changing the length of the term to an even number of years.

While more detailed information is forthcoming, we wanted to alert you to the election calendar changes so that you can begin to assess the impact on your election calendar. If you have any questions or need additional information, please contact the [Elections Division](#) at 1-800-252-VOTE (8683).

PK□□□□□,ðˆÂ□£ä □jjPð¼â×{ Î£äÂu□U£5èžgH□dàˆY□7□°ðˆ×□e}□vÖpZ□#~[□
:ny%Žî»òo ý(□□Ô□□□□xl/_rels/workbook.xml.rels ¢□□(□¼“İjÃ0□Æİf½fÑ}q'ne":½CEAˆ[÷&QâĐÄ6—č
Ê<M·2üÖëb)jŽ•.p~6 Nf□İÿk»°nK|qâg□—XËo□İd□9SêĐ +ˆZ\$ÇÉ&%Ä ˆÄä7†É—ˆ²□ÄdK0Ü5aÊëÖ;‡ˆE
□□ðˆÿäšð□/ic)ÇwÚ‡œ □%Q#//ÆC MŠ³ÉWK□Tjˆü
ı□Ø1/6f,"C □ü~(CEä°Zˆ□)§□İñ4Ÿfˆtñ²ˆÄ×Êt7b□ewİ ·µÇeš□³ #¹ □□âkb%:°{□ı□ñK...°D□ØÛ™ÄÆ.Ä00ü
ÇcİxLÚPœˆˆYÛ□>c~4\$□ˆ‡—
&ÚˆÖü¼ÄÖÖ
PŁ□1µbma}ßüÖué,ñtıð□Á(gZè×[Wvrú□ÄÔ2R×ëu{µœž□ˆß□M-,EšðpF-“Ñ,€İä2İnpQ-»ø□ýð%™[□NşÑ.
È>Ö—ð□Č □ÖˆX<ð}.út éž
□à-9fe,□q|ç□aä÷8g□.J
pCóˆXx8çfræbVÄ□ˆ|XÆ»çÇµ½Y□U3□JÇöŸ□8bî3□+□□~(«çø”□□İfQêØu□ú,K>Qè□E□LKM2ˆ#ˆ□□çv
~□«°LÉÁİē İK(ÖNy□hüwÄˆQˆÆ6□P□ăŋ.
[SYJiž(Äçˆ®>çˆ□,8□□æİ”□Lİ□□%ÄÛİ□—ÒÖxèÓ•=□6ð™ÄÖ□%Ö□□Ûáu=œ□
r2fĚ İü3cˆ® œ•Ûú•”(ˆÿ:İjZˆ3s«□ÑL©s,ăˆf□—UfÄÛšĐ... èJÄÊM8çkÖp6ÄÆœµŸı□œˆÄxá”]§
ûS“ÛdùÄ>-İjpSaiˆ¼°S□□!Ö□-ı

3•†ˆ5'+ÿZ□İzQ
ØH□
)Ö7 □p5)ÄŽ«kÉdB|UtvaDÛİ¼ıŸ”İ□□fp|,FI&□0,ˆˆ†ˆè3|çnˆLEĐ/p•|-m|Ûâœ&]ñ□Ěàİ8fİˆÓr«S4Ěd□7yœĚˆ
â□nˆ²□ăİˆŠİü□Rˆ□Æÿ3Uð~□×□ēcı□nr□F:ˆÛ□□ˆaP...ˆıŸ□□f©□□-p□□Ó□TpŸİpçrˆÿÛœ³4LZÄ©
ûˆ
□İŮP—Lð□İ™ˆˆˆ+□+ðˆˆ-<□aÓ.¾š[©□>æÛİ%çÿÿ□PK□□[□]K□ñ}
İöÛ«{□%•”%□5|c,usy š³3™□□%□□K□ñ}
İöÛ«{□%•”%□5|c,usy š³3™□□%□-(KB□ÖkçëÖC□3Ó=c•ü²HÍÑ™Ó×a™è7_□{ıKÛˆU}úÁhâ{âq}oˆăóÖÿİ
Kð1€ë°°âE□%dēĚÄ□□fAd□AD/□1“□p□ðÇ£ÿ□OˆˆÜÄ□ĐY½#p□d,£İ□İæ—Çq!9à:pÄ?Ěē@İcUÄ‡□%ú
ˆw@”
yp@ˆ~•□2§,İİÈˆıž,^L:ˆăİLPUæ□°ðaaé□ÓÁR□,éÉ□□=Hç)ēĚmHÁ°éÖ†İˆW}ñp!\$ŸÖJ3-İ{ÄÄÀU□9f< [□
İ□ă□!Óp%ç0/s,ˆˆuV□1Ö.¾□=±Qž-a□ ÑczR□□²İf□1ðD-3s□°ˆN,Gˆ□>□ē,•İ²ĐÉ&e□4ç□□ē8[E□İüˆÖC□
ÄÖŋð
!ðW...bıçA²□ÄÖ%□zçTâs□QÉðœ□ˆ!ˆuVeÁ †adıf“K”†J±□ŸS%ü5QÉ’™Š□-x,uēˆJÄP•ˆöslâP)6İsˆA}Û
™ÄPuˆhs rˆ□□Ö□Cc3□ÇöˆŠ□“Y,#□PŁbˆ8V«ˆ¹9Ä□ă.qÄİÄ±tˆb□ēÉ5“□*...□d.A□)bKĐqbÄ%□pÇ äˆ
RœŸ””ÖD□NÄSùıhž«céİĚ-üt2□ăÜăı□~éé“ˆˆÖOu□Ç□Äˆœİˆðna2□ÉÛ°İ†/ðP R0?—ŸĚĚ;□§²y~pff□ˆˆˆ
NaúÄ—Ÿı†Sçv
÷aÄ«j³ð»Ö□□HÖYÑİÿÿÿ□PK□□□□□İP□~<Ě□h
□xl/sharedStrings.xmlœWQsâ8□~ı™Ûš<q□-Đ½İŋ;□Ÿˆnˆtˆ□İtxö□A<uıœİˆˆ□ıJh□µ
ÛˆÇHYđİŸ,+f/?□□□ˆ
Wr□ðO{□ İÖŠĚİ0ˆ_ÛœıDˆ,“+&”ÄaT£%¾Ä□p10Æ□ÛJ3C ErkĚİŸ©Ěr,ˆ9U%JÒ~ˆ.ˆŸO½ésR#[™□Ñ□ç{Öİ
ð□xTi%□Æéµ□GL[□ŋU:¾b
Ÿ□ˆycèen,ıp\$—
Æ2[çŠˆx\$ˆÁ\$çÄÓ
æ*{□EµĚˆnZ&h°Ě5□□»ˆ5Ö5â0ăŋv9,ˆœÄö•¾0ēĚ□ı1
3ı□İı□—®üü+YžfĚ°+nùs...İÛˆăĚ—□O¼G§«Û\$ÄÖİèp5ÛszÒ—□W:½÷□}‰»°%5□g...ıİİÖ),Óñð5|pQ#]™
_a«ÿèyÛb□ˆü=ˆß{□ÆKgİd-ÄWHêf€RÛ
%ÄˆÄÄ,İö□□QÓ“ˆ7€”£dAgñNuæZİè9)□4%
Û°×Ä□H™ :/ıİqàçtv;İqē%tv+Äqhı□□—UÜC;Š°İĐöŸİ§□æ[6ü□+İ»F□pPü9€óú÷Š~}èFı□□G□Dy±ŸŸİē

xl/styles.xmlİWÛŠÛ0□}ð□,p»Ž³□Ûb{ı□□B[
>...¾Ÿŋİ□t1²ˆ:üð□İŋˆˆÄ:±©ˆ¾\$²<š93g.rðØ□ŽvT×LÉ□‡7□CEˆLUÆd□ăçðēŸ{œJçdF,ˆ4Æ{ZăÇăİˆˆ6{NŸJJ
□□²ŽqiLð1&•ŋ}□5ē
ˆÑ□6ˆ¼¼½_ĞÖŸFˆˆˆˆ~□nˆ
uH×İTjˆˆİ
)ˆWŸDĐ£Ÿ#ˆˆˆfˆˆÖ6÷□pSßˆ>ı8□W€ˆ□ıaé□P“ç|&.ı5©Öˆèè□N□dĚvˆ□ððŋ?»□fù>fēŋˆœ□□Ö2”€—vwŽÄı

èDàì□*□4€?‡□It□gôsiV7'□Üi£ăŒÉó˘úá^ě□&ŒĚ£9ü×□îç)²×ŷ□ŷ°_□ü˘ö6[Æ
“ŷ€<L`Đ™5‡™îñĀ†làCÆNûP
ŒöŒædĚİ°□□ăĂú;ÍØV@f'R?ÙN□\$"Æ‡ô7{□□□ÜÍŸiÜ×Rò□ŷŷ□PK□□□□□!T]Îx²□□□'xl/prinŷerSetting
{ÓàēĚŷ îâûCû`□□□p2ñx?™Üáŷ□□Ç“Đb/Æé□8bZ?i□^İ□ñ,i□ÆiñŒE){Sà«¹□ÎnÒVç'×ŵ[â˘†[F|□ø□p»!
p ™ăç□A□□áál†Âè–°□□–uâ~!□³iWŷü>:ó□%□ÎmÖjă §-ÙĀq,×ø%DĩŒ¼Gĩ¼µ□kÚ²Ă¼©é□
2!•ôcîhĚŮ}»³¹ weSksþ«€rK»Ø□³bì—ŮSÙP›ěĬ„ŸŲT\$‘ĐB—ê²!ø½³8hĚf©ç]b□□écLIDĚu ÎŒŸ*ç1f#ûA':
l]s□□)Ø4w éPKQUŸP,ªBR□□_°Ů`□aôû7□ô'ŷŷ□PK□□□□□!&□□ñ^□š□□□□docProps/core.xml ç□□(
Ě□[ŸEŸ`□ªMŽhBP□FÔR™MŽ^Ěe|□"ç'¹¼ª
ăè□-ŠĚ<L4LÔ□žlŸ€ô
\\LÆ1Ñähě)Ă0vb□š\$□&„ěÚjîĂšŸà†<□ßž□r...5x.¹çø(Œ>Á^ÎJ)□eóª«N □†
4□ĩ0M(pf=, □Ü×¶ŷxàVE□°5H°□□EÇk¬,ó«pāk□òðPhQq»ĚđĩŲ‡Ÿ~2□d1!"Æd□Ó'œP6M□!ĩĀ¹□
E°Ÿš6 £°„□v+Ékzw_..ÑØGoØŒ22□¼žêŒ„¿□B}ĩü□ă´Ų36³tli□EWúçk*¼ŷŷ□PK□□□□□□!(zŸO–□P□□□
M□,àÓlŷĚ_Ÿglq³oiŒBDă]Ăæ³œeà'/□Ů□iq{w~î2\$ăJe½f,□Ů□üq&ŒŇ□^d³dá°`5QXrŽ°†Fá,Ě.)•□□ç"Æ□
Ůà,lé»!Ų×□□>m□!□Kñ3□k´çtKù`tôè+Ě~î5XĂšçHt□Đ~ŇĐAæ,OS±ŇĚĀ*□ĚJY□Ā□□q□ª□ÚZ™^R'IA“□
HQ>ûø,5j;à ŷ(□□Œ□□~□xl/_rels/workbook.xml.relsPK□□-□□□!lâ□è^□q□□Ā□xl/workbook.xmlPK□□-[
xl/theme/theme1.xmlPK□□-□□□!;m2KÁB□#p□xl/worksheets/_rels/sheet1.xml.relsPK□□-□□□!,JK-□□
□b□xl/sharedStrings.xmlPK□□-□□□!,[Œ_Ās

^□xl/styles.xmlPK□□-□□□!T]Îx²□□□"l"xl/prinŷerSettings/prinŷerSettings1.binPK□□-□□□!&□□ñ^□š□□(

ſ'o?"C°@É.įf\$ü}?Đ\$ŷá\$ŷiĂ□□j□U□%)□'¥«ZÛ(ø8½><f Ö¶Ò□³""@,Cq□·□ĂNsüD!ð\$çŠ%□†ÙĩᄇÒ·¬)(
3°¬jÖ^,yZ□†‡.†~

B³□4ög4û□=°@c□F□ç°HŽ'J@JŒ*"(.e·¬×□ú[Š/ÿÿ□PK□□□□□!é!%,□S□□xl/theme/theme1.xmlİYŌoŬ6

Je±D

/i□~™—é□@v³w□u8+Óz‡□°HH□lJ,,□□æ~ñž)□·'□â^□

ıC<&©□'ᄋĖ>ª□'e±b.□ vJ|ᄋıy\$X-À-¥É¾□·³8©Ė®¾,]æ½7ñR□Á□/é¼=Ž,.&'ŹNQŬk5Ö□□òqÒð&p¬...Ç(□'

`ᄋ
ŸŌ□Đ

ěİ»_æ¾¼×vĂqSiēc¹ô¿·-ÿææçŸ®_ěæs»+Ėİ□†c»ðw]w°□□Ŭð®<□ĩ">•G,³¬CÑÁ×æyŬžš²Øð?:İÇád'Œ□Eu
iĂ€□ª4"hndŌ'□Ň4X×}ěäEWŬ7ð«□□XÚS!Ælp□@pûf`į□×âî[q□n□?4%hð/7<ăzŭE0JLª0ç}Ă¯2Ė'[-[ĖrgY

□□™,İ™•-fĂĀ¼s,ᄋ+,d□†Ėù,□Í□“œÚ´€Uh†□'□Ö-¹
□eŬ²□"vf...%X7ă^ŇEq□□ø«~3gK¬□b□tįÓBü□lŷ?□€úÉR""",ø©fŠ~",„úÉÒ—#Æð□

l{□KT□ÆŒŒeĂª""□ª'□x.A□•P¼!JŌXĀÎÔ±□¥□b¬:V
1«£\,lòĐŬD %ĂĖ□½‡dýmxû`□ŷ~•A.A□rs°«□g!NVJĖz8— □©9

ě□w□Æe□™ªᄋ□F—Ÿ""Ÿŷ¬ĀăU□□□□□!İŸMÉ2:œ¼□Ō□□Āi-+%□]□□°

!¼†D#°%o□‡□\$□(msØ²ê_TA—«Ė {İ"Ź&<z2 Ö□ăŌi,°=th¼□ûdjÙ#7□=PĖĐw]ᄋ -0□Ōzİj-Hcoç^<ĐüªĂ^&i□

śŌaœ,ÆÿŭHwMŌ¥?¥ø□ÿÿ□PK□□□□□!,[Ō_À□ε

□Æ®,}h»Āú_□□

gs/printerSettings1.biniSínÔ0□p²,?â□7®□□▣□□âĐKš„6í&Ž□GªP¥*iN°□©□%ŽD9ñp<□OÀ%7(“Ŏf·THT
□à_ž'êhHđ1~xÇ,ă□™^p%§□□ă□÷Èîj□±iz·[—]
R'F□-&ăÊÁ
ă@‡0□',jăp£
□Œ'AKĂ0□†i,ÿjăb&Y7§ií@e□□□V□olùŋ...5il¢Ýp½Y·ÖŠ□<—÷ÉÓ÷

□docProps/app.xml ¢□□(□œ“ÁNă0□†iHû□“iÔiA□UŽÑª,â°h+µÀÙèL□□Çŋ<CÔòðè\$
÷Ue4ÜzyÚ€#³4Ěó+□{□WBy□P
□□š·4ŋ□Ěp*,□§`-ŠF9JXjŮ□ô±
□□□!é!%,□S□□K
]·□□□xl/worksheets/sheet2.xmlPK□□-□□□!,JK-□□·□□l□xl/worksheets/sheet3.xmlPK□□-□□□!ßVÿ9š!

@\$docProps/core.xmlPK□□-□□□!(zYO–□P□□Ŏ&docProps/app.xmlPK□□□□²□j)

q□mœÔ.ôšc□□éuyÖ

ð□¿□Øw tom"¶□□uŠØ±»-M□Ān‡□i™-XSç@Òl}□Úǎ€□Ā°a—□»íOl+Đ□»tŸ&[‡-□ú□ðHJ²□ĚKÒ□□ÖǾ‡

⌊KYøa□ÀÝ□⌋„

lô‘á^{a1}„£ᵑn«uTM×ë—Cyi□ᵱ)÷E□úÛjújý»ëM□÷„C^Sn—pÛàêS□ùǎ»ë~é¿«òµ5>[ñôXiĚuWn □¼'<{ªëĬ□.□Ó
î-ĚfeYY□~□Ró ç½'ô#©Wø«eù`Y~³,¿[-□-ǎ"i□C□Uᵱa~"□,l0œŒEOX|□□ÝªR□l(\$³lç□Br□'Ā□rë€, (ǎl†l□

「□□¶□□žùf<3ñœâ□□5,ĩ†q□□%Wxf×,íð!ₛ÷

□p□□'□xl/worksheets/sheet1.xmlPK□□-□□□!p□~<Ê□h

D"□|ÿßǎ#uǒÚf^iC"\$åqÛ«]@z^Ä>□Ó8h{w†ýK□□

▯(Û▯ (Û▯▯Òw▯à▯+Róó°ÀjīpÇÆÛ"ÛæeßeǒþŸjÓí~8▯▯Ól▯Æppī▯úǒj~žw▯"▯G³X°¯ě=PÁ_īP%∞üøþjε

žŠ*'^MŮ}ŮC†³~i»ú □êU*†P2ÀðU2□£p□□q/â"ŽHrÀuà^Gñl□□Â><(!'□®'"□¶|<~

PK□□□□□!Dϕ□œ§□,□□Ü□[Content_Types].xml ϕØ□(□lÙÉNĀ0□½#ñ□‘~qY...PS□,G@□>ÀØÓÆ“c
ó□Áó—IH•<
“Æ□āñ9LÔ£İbİ—J□~□ÜÙò¿š“*Fgμ“*Ÿ¼ù@2□“%Ö,~~□:Ç~@□,□“ryL—□Ó—□qb(äxtil’k »Q%®T,
ØN□ò5!ÔÂ%,’=ôÃZiuÖð~d□[çy□ϕ£ûŋü□□Z9]Vò,ðic.ùlì’©□[â□fUú□□<½NG;□:\$ØÛ~ÖN-£?™□Üœðž
H□† ‘K□œyϕc £İ□Á□2—dÜF.†Ø’fŸyla¥©!±□&Z□ÆÜ™de~ÃÖ™ŸÊ0;□Ld|Š¿GİhËžkÚpc:½c+¹(Ÿ
Bœ, *4□j>á ±EĀkj□Ÿp□™R>š:□Í—ØÆpĒĀ¹«%%œĀpF*□>0,İypè²□□ÿ“çæĒ□H□—Ô□|ŸœÆâ|U
É□□□!U4ßh
°w□#l-ùl,ä,„°äo.LÛ\ŋBúl□İ0É±&~
b¼¤-twĐp‘□üŠ“8ı‘pŠ□Á;ûZäC‘{□ŠéİCÁÚy1JRœ°>ó(“ □FÓái+□ÛÊex□MC/fœØ{yà•pD°oiö~³Yßü€İy;
Ó*□xl/worksheets/sheet4.xml”š[o”;□€ßWÜÿ€xÚjİlß□(àè□p¿İá““t&è\$!□lìÙ□¿İŋİl□6İl¤□>LuÜ@rÙe-ı~û
ªāRf0)5□□wúNl”(óqf’ä□j|dFÖ6“]V”□D‘U□³
□Ö□vLR,□,„J™ œŸİ
ªŽ[“k□£-r~lq-è%œ@Ēj%œV-R&“ĒZ□İöJW*İf—œ1—□[•TB«□)□TÓJœİG£□İ,æ“OŠ-ðžŸ□)£Ô>á•
\\1_œÖ□—[UDÖ~‘ÔāJHÖQŽ²Ÿ□>,×âP□ϕá%œŠÖjPŇ*~ä†nμ□iCšð%œVWÆϕ/□“óxAŋ—□R.□|Qİ•ĀēZ□,£’
—xVvsĀ%é□İŸVĀÓ‘E2Ēı~□□□;JHâ?^àG^É’y□2™wĀ
p□Ü□•Ā□p□Ü□÷Ā□ð□<□□Ā□ð□<□□Ā□ð□¼□—Ā□Ējw~Āð□¼#³BÓ;vêè□©£□“v” \$’o47PP□•Āmp□Ü
¼□o\$□±ŋhWĀâ¼•ñrvnŋ‘ēJHĀHäZ¹ĀfØ]□Cs□âMp□Ü□wĀ]p□Ü□□ĀCð□<□OĀSð□<□/ĀKð
¼□o\$Ÿı̂°6³WÜ‘@ûaX□ÖRöyyı̂•□?ÜG-Uk□—+İâ)ı̂%œĀ □ZB□BH»Ks□âMp□Ü□wĀ]p□Ü□□ĀCð□<□OĀSð
¼□o\$ı̂ú¹fyÔâ•,†ēpĒ;°—°g□□□âĀ)UĀĒ□ªòİN°...;ðœæpĒē>à□,
İē>à□,□□€†à□x□ž€šà□x□^€—à□x
pH6=÷sç□ŋ<□0R,ªpâÔ=ut İĒ*’/Ž•.âJŸ□<
ù³š□à&,□nf;à,□ı̂f□àlx□□f’â)x□žf□à%□x□^f7‘MiüÚy□‘□□B’>e□¥□}š£,,Ö\çzÖ‘x□ı̂y.□)}fð(□ÖpŇÜDy|
¼□o\$>pùμó,\$)□+‘□0eı̂□:GăŌŇĀİ†ā□!®=ϕ¹%œð□,
İē>à□,□□€†à□x□ž€šà□x□^€—à□x
pH6<âyÜq □İ
”7Ā-p□Ü□wĀ=p□<□Ā#ð□<□OĀ3ð□¼/Ā+ð□¼‘l:Ā:□Ē,7ðæİd
òzòj7Üªªªæk~ϕ□%Ü;İ±SJ^O>šs©D-□Š)1[©“ò« %t>□óĀŽÖS□^òı̂çE³fÜÉ□ÜĒ’_İØİpQ«□{è□/□{‘Ÿ-□Ÿ“(
3C□ı̂/Ö.7ªTĒİV©□C³
L?Ň□™6Fz^‘İ□C/¼¼□‘^%œ9¿c†□uòŽh,xWe4#à°ı̂UªĀb)€ŠP>ĀÔĀy□□Ô|□
®£w3|
F&T“Ā4T1\$~ĀĀ;ÇvZİöĀutl)~Ē□Ÿ@†□Má::|L□ù£?‘{’ă?èĒ5□ù#3P#□
p"İ6!□\%œk'v□tø™
~yĀ□2Āf□Ük³ ~·3ð[ð‘Ø4f«st£□!†¥Ö□□[□œk*8.ı̂"olêuÖl□Ç%Tă□Ē+Ö□□Ež)Öb«#WâKĀ}®†œay-□□•ı̂
9#óê,Ē□™Ēj□“ēİñ†~šóü“□[□½2W%œ“‘ı̂rF&NNª1â□GyWðsú%□İ□_v□ÇĀ[ü"Ö,q□®X8ĒKŽ)ŸðŸı̂©pðı̂
·»çZñĐy~K‘3Öo□Ā□□xl/worksheets/sheet2.xmlĒEXÜŽÜ6□]/Đ□□ðÖ□^,RÔm±r□7□š±E-ı̂Ÿ□[^k[®ªŸN
İl8çˆâyÜ~šcðÖðCÜ□«PDq□4çm-kİ□Uøù÷□oŠ0□Æü¼«□Ÿı̂‘©Ā¿ı̂!ı̂»pı̂»û×®□□M3□€p□ªð0Ž—»ÖjØ
úf...İĀŸ&İĀÖúp,ı̂£m^†Üu 3ùÖuOúÆÇ]□Æ14Çf«1f□¾^šŸ>â±
7%œİjüePð!p)=Öēü¾{
`□t,—Z~š,“P^~□[SGİ=□\Wøe□ß~^ ā-üĀİi:ı̂gı̂ēŇ*„ŸÓtĀOWİð@×)...1İ{ªÜ□—6~Āİ†+^□ø□-ò™E2Y8□C~Ā
Fè□j□āŇ“£N%T~%œª,□šĀöŽÜ»ē”•ı̂□āJeq□ē□%—[T-¾<yG□“□□?»®¾fiāŇ□T,šy!#•^X,^è`İ×»Ň0□&c
J3#”èĀ•š+‘~Ÿđ~+-\□®ª€f)ü□#□Ö□†©ªĒo□Ö□œ‘G□□“\$|,”w0}Æ“
fÉó;Aè:~7‘£
fÉ□6A.fsĀ
Ÿ°dĀ€°,œ
Š4r□½ĀD> □1’ò|R□Ÿž.ð¥é□Ü□àİ-<□aÓ.¾šİ ©□>æÜİ%œ.ŸŸ□PK□□□□□!□Ā,□ĀB□#xl/worksheets/_rel
~l,□®ĒĐ»İ ĒēİŸsw□Ÿ‘ĀB□#xl/worksheets/_rels/sheet3.xml.rels,□ĀjĀ0□Dı̂□üfØ{‘\$’...R,ā\B ×6ŸU^Ē“ö.
Éš>R°ð~»İ L×šĀóı̂ŸŸ□PK□□□□□!C—□£ĀB□#xl/worksheets/_rels/sheet4.xml.rels,□ĀjĀ0□Dı̂□üfØ{‘\$’
Éš>R°ð~»İ L×šĀóı̂ŸŸ□PK□□□□□!dó4”ĀB□#xl/worksheets/_rels/sheet5.xml.rels,□ĀjĀ0□Dı̂□üfØ{‘\$’Đ
Éš>R°ð~»İ L×šĀóı̂ŸŸ“r ĀjĀ‘r□<Ÿ)°m□}ÇžÇ‘ð□p□uòĀ BD”□3©,y[†...éé□□Ö> SùİuŇ5Ÿİ~ı̂İék...{â×p
p□n□š,£Ÿ□ĀÉžHp€X;Ø{ŋKŸTİēüİTĒ” Ö£°s«İJ□A”Š(Ö2‘b’æ”ŠmT7□İĀİUEäŸª“ç~Q*□ϕTŠ□Āhwİ
İ™bªMt°□□¾—¥ı̂»mn
^ U□ó”Kó£.□Ç□¿□öĒ ~mn«TİēÖšxP\$...»%Ü□n8Æädnİæ□^ϕf9g{İı̂.□ϕjglı̂”ı̂ÓtSx¥ı̂l²-hæ±□©u□*□ē

TM%o",,i□□□%oH<wc|'IÇ□7Y°Ê!5!t]âÆ~R□>-:~Y□°O~Û@μ□¶,□Ë—û.Y„kë"□Ã%,@o!PüÀœýK~□3{□6/{~
fd

Ÿ ¢hžðZ3«kA)Ñ 8Q <° €%(žĠS˘S!ò\$„ž ˘ ˘™6,

e`Ô‡@°□□z□İgÒHk²QĀ
°1Ā{‡KB}bðZÇ□İİ□CIPYŽĐv#‘L,¶·iV□ð+ÚJr“©İ{.É|Ÿð—CE,0q‘μQ"|£ñ□·Š□
m,,¬{,‘““VÍ□İVÖ{□□İ□·Ÿçvtİpt†rĀ□□c\□
□‘ÚiXİf□3j|□ĐĀŪ)³⁄₄<%œ¼gŠİ/Jr·□o™□İdðŽVp!□□O□s;>İ□(\™□ĀĀWg□o□Ū□O¿ç²3TXÆ□ĀL±Íà4âİ
□+,□□“ââ±Æ□<=xC<pð,□O€İpà„Z°ăç‘□□□ qŽ““à±pÉOă□¼=•MçUð□□□Ē□¼oĀ³,□Ā□‡Sİ□¿Ŋ□P□Ā¿
a □éAz™“(¼□³⁄₄@““—á□^+□Ādê ‘□Ē□ž□<É©!©,²□Ç“e8μ—
DB□□□□Ā□1FŪĀ□İ«VM|Ē□æmÆ™|t%o/ó(H□cĀ`9
©ŭ□Ū“Ÿ±□kELÒ‘□μ□³⁄₄□İ\$Ö@,øZäaŷnY†‘MŪ□ŷ%
-·İ™,,İŊD/İŠ<İyÆ□azßHnĒİ,Óðİ‘[PXA·4C°□D3e·5s
!□D□ā(²Ÿİ5—VRá‘J—T¹α...KZ°α•Kz°HV□h1úH□□?Ā□7H□aA“□ðE□,è
e□‘+¶¹ª<...çİu¥çÜèb;®•bÔè□Š|Ö-□İV7±Ö-□V÷ hnò□T,¬â%¬cb□İœ%İŭ□ðDG+Āİ#;İPŸ□®¹½êçŸ...
İİ, (Ū‘Ā‘□Ç>V □7°RáB?ŪðJáB?²¿P8—G¹%o`|□W□□□ŭfĀ\$!;□İ□f□m³J“°RúİGaEŪ□1i:İðeÇ(İ¹Ā¹Ū(□
□OðdĀ
K©p□□āV¥ð¹ð□□sñ□:=K„Ç:ó~ŭ□ĀŊê□□Ū□T4İ“ Š™ĀĒUg| œK□·\É□İ½Æ¹X(|Ēs□mJ©p□□āāª·□-W?
án@Š ðā*□ÖŌ|□□āNKE□hP□œāŠ—□ĀM Mn□á□E(W8□@„□\$P8□0ÆK...<□“ŭ
āh‡□□(ó-□Ç...u...ð□Jİ□□OØŸ°|eo□KU¼⁄₄œİg4²—ŊĀĒ7r‘Wðμ„—ā<ŪH¼Dā□®□□:Ā—Ū¹u\$⁄₄Dā□¹!Ø
□:2□Ā—,U(G¹⁄₄± éÔ†qU-□œðžā...D{□6‘?Āa1øA~èpāð—...j<āOZİf•Ūð□5ŠĀ†q\$,%L“ñe□ā2/ā\$ā0ª□□□
·t_Fh¬İ] Hü□B#%Ē 8□)DPJ‘□•āŭB
ðd□9)½[□İé£jšY¬k^*Hªæ‘K“
—T°αJ□□~!İ=K\$
³□x□...*oāB„İ;³PpñäÇwq¹
£p□□āĒ□□İ□F£y□
.QrŊ9İmØŪá7...K[□□Š•€...¿□^H,Ça{<R□ó™ç=‡□□wØ)ç□Šİp<Đ,‘pİ£ð.£□ðμŷāª{ªydOİÒ)JfEÆŪßĀnĒ
ā}çJĀĀ„¹<□g£R□ā-ĒĒ...BĒ|Ē.Ēx&.□□w<RĐ™³⁄₄}ªİBvAcj}¼<èðE□□x#~ßNDĀĒ□□mt□dð,,>|6ð
İ—BŪ□□İpš Ÿbð...“g~□Yİ®@)(÷‘□VĀßf□šó#ŭðāā-Ūç#HQo□•□ŭ“ ¥ojāā □Pŭªðā□Āē)“³⁄₄‡q‘,İáμV□=□A‘
4\$□xl/sharedStrings.xmlİZmsŪH□p~U÷□°,°²Ā{İ\$Ž□v□□>□\$J□ø¼ßd□□...ª„³İ¬¿gF“~pİbÖÖāCbk{İz
—,“□□ŸY-?±ŪŌūWu“ŸJê¿çªª&İð)K· ŸP7-yEY“ÖĐ£ñb:¥□ŪŪāšİ“□8□h³⁄₄0æ°©Ē□ĀŪ°y«Ogd□ĒdJæb
}İĒĐ‡_«Ź²¹½ŷH‘d□gā²”İfñİĒ□{F□m‘-ð4v‘YĒ|Æ
B®ç™ā2ŭİ““n“□İİŊŪpŸziā~žh□p
ulİl.a¿İœ€3İP¶³⁄₄ð-□>ç¿□hm;Ē;□m□□P□ENİ Vr³ ðŸ□5£~-6ĒU1£h□□~□^ê²¥ŽJš□e□= —1o□+paFYbS
V1ĀðĀİμc? 3□□—ŽĒð°„āaiTWF
¿s#ŷ<Đñb□6,ŭİ?2T m°ĀšŪ@bĀ□□□uyð!□pĀ□¬;İ“Ā—,tpð¹⁄₂;„}“□™İ,²Āu□©\$“=øpSð†{g□:£,%eŭ-æİ□
pĒ□Øu%İ!¥G†‘=èH□□|øy□ W□‡á□€ÆāX¶□•‘«İäwœ□Ū□□Ū9‘†İ‘Ē□.Ö(†“Y! □ßĀ3ĀĀVáİ%“ðĒ□□÷¹
>ð□]”WÖ(€p□œ...y<UCU¿VİÆ±jh4~.ÆāāÖ□³⁄₄ç%o<PĒbdH»
o□Ā²İ□FĀĀ5B
±=%oçİĒJ)...@ø•Ç
İæ·□...©Vİu□UĀ□□ßŠİ□
·TĀPªøİĐ³>R—fAf□□ūsāĀ□pHvø□
^p□Mi2ŷ□n□S„□rLzĒ3□ĀP□)□İ□ākāāā,0,su8©~Ŋİñ□Ÿ¹’eV□czOK□sm□ª:□}□K½÷İ□æSĀĒĒ°□J%W11:
²2rªāŸ.□“d %j¶□-ÒSr□xá²ðİUž□%o...«V□ž□□āĀW*ŷñ...
^Ā□•+kWā)İK4□□&İà□*\$□<¿‡—jÖQpÒ|Mx×ā
¶,QBpÇ<□t‘□ªİāO™uRwé□□£\$□‡c°eİZİHJ“ÒðāHbT
ñÓ□}R[İó“mçf|çİt¹⁄₂Ē+ĀX8;~.»g‘Ÿ□9‘,Ū□=Vé%□ā=ŭ|“NĒ3ÆÖðf[²-p~gŠqOÆBÓ1ĀİİXr-ĒĐİÒkÉ3⁄₄Ū5d
{ÓāēĒŸ İāŭCŭ‘□□□p2ñx?™Ūāİ□□Ç“ĐPÆē□8PZ?İ□^İ□İŊ,İ□Æİñœ){Sà«¹□İnÒVç‘×ª[ā†[F|□ø□p«İ
P™āç□A□□āāİ†Āē—°□□—uā¬!□ªİWyŭ>:ó□%□İmŌjā □š-ŪĀq,×ø%DİÖ%Gİ⁄₄μ□kŪ²Ā³⁄₄©ē□
2İ!·ðcİhĒ□Ū}»³¹ weSksp«€rK»Ø□³Pİ—ŪSŪP>ēİ,YªT\$‘ĐB—ē²İð¹⁄₂8hĒf©çİb□□éçLİDĒu İŌŸ*ç¹f#ŭĀİ:
İjs□□)Ø4w ēPKQYŸP<BR□□_°Ū‘□aðŭ7ððŸŷ□PK□□□□□!¬ß¼Ō°□□□xl/prİterSettings/prİterSettİr
»“@EjG%# ŭ□ž·¶;9āðœĀ5□Ūnaœ—İ²?□□ððĀēv,¶Ū?¹;Ÿ□GāN□ñ
ā□øİV€□yž□Gİ,□ñĀ;Æ%wĒ|ð,+<E€□/GvW□^u;Ø□ññĒ\$□¥□“Ē(□g3”ZuŌ;tX5μ5špXœē~‘Ç□ç3¿,□ç‘
}F*Ō□çSªªāĀ □²□~İ□mXC{ow7□ā¶j□¥İ□UPBvİ□□e6èŭr«Zērð...0<Š“Hhİªā²%øf5xßŪİRİŭĀ,□Ōİ™“
ŽİGİ—□uİpNYðŌĀāÆ□~İá□@ª×Ūš®:ª®—ç®{W<°FRİV_pØĀ¥0Æŷ,Gŭ□ŷŷ□PK□□□□□!“G□V±□□□xl/
{ÓāēĒ}□wİ¬ç□®xŪ4□ā‘xÆ”½)ðŌİœf7İ«ó“kŌ-qDĀ-#³⁄₄Fŭ□ŷŸ

ð/ïu4\$ø □ ©H#“V“ qâ ï¼ÝÙ □ »²€¹¥]„YoæĒí©ŀíđgÂ,R*“Hh;KuÛüþY □ ´e³Ôó.± □,ðs!\$“ä:Pgë~ □ Ñ~Á´ý É
 </Øm0„0úý>Gú □ ÿy □ PK □ □ □ □ □ !TjÎx² □ □ □ □ 'xl/printerSettings/printerSettings3.biniSínÔ0 □ p²,?â □ 7®ˆ □ □ □
{ÓàëĒý ïâûCû` □ □ □ p2ñx?™Üáŕ □ □ Ç“ĐbÆé □ 8bZ?i □ ^İ □ ĩ„i □ ÆiñŒE){Sà«¹ □ ĩnÒVç'xı[âˆ†[F] □ ø □ p»ı
þ
™äç □ A □ □ áál†Âè—° □ □ —uâ¬! □ ¢³İWyü>:ó □ % □ ĩmÖjă □ §-ÛÂq,xø%DĩÖ¼Gĩ¼µ □ kÚ²Ă¼©é □
2!•ðcîhĒ □ Ú}»³¹ weSksþ«€ŕK«Ø □ ³bì—ÛSÛP>ěİ„YıT\$«ĐB—ê²!ø½³8hĒf©ç]b □ □ éçLIDĒu ĨÖý*ç1f#ûAˆ:
l]s □ □)Ø4w éPKQUÝP<ªBR □ □ _°Û` □ ađû7 □ δ'ÿy □ PK □ □ □ □ □ !o □
nèþ □ □ xl/calcChain.xml\`]nĂ □ „ß+ð □ hß □ □ ;uÔÊ8 □ N]„ð □ ocK □ ,@U{û"ç‡Uß>†Ñİ²4Ç □ 3³oðarVÀvSC«Ý0
»“@EjG%#™äç“A □ □ áál†R«Žz‡ □ «|ŦF □ □ <³/ðøCtæ—...@47Y\$´...h-2z □ Ç±\ă— □ f]û □ µ □ ÆljhĒ □ ‡ŦİİH
Khĩĩfæ,ÛVr -TUŦ □ □ ° □ ĩ»ªyŸ~ □ Aú9S □ □ r □ “7í°ŠhlàĒ]”d9P □ æĩ„eO] □ nT □ i □ Ĩ” □ >æÔtÖ9!uµ □ uÝ»ZÔ5'J³;
»“@EjG%#™äç“A □ □ áál†R«Žz‡ □ «|ŦF □ □ <³/ðøCtæ—...@47Y\$´...h-2z □ Ç±\ă— □ f]û □ µ □ ÆljhĒ □ ‡ŦİİH
Khĩĩfæ,ÛVr -TUŦ □ □ ° □ ĩ»ªyŸ~ □ Aú9S □ □ r □ “7í°ŠhlàĒ]”d9P □ æĩ„eO] □ nT □ i □ Ĩ” □ >æÔtÖ9!uµ □ uÝ»ZÔ5'J³;
>3
°Dížlb“fÆ-İ½ÛĒhiÚ*ÛĴ:Â†,úácĩ9÷»çþ4[□ e □ | □ ±U£rDç □ □ x#*µĒÑŦ¹
ĩQ` □ S,Œ □ , □ □ Åçeq{“qMycàA4 □ Œ«Ā □ žı„â:G{ç4Åðò=Hf#ıP^Û6F2çŸf‡5ă □ Ŧ □ œĂñ □ —à~Žá □ □ êˆİHÁGı
□ “³~D □ Ÿx □ ~_?¿ð«†•ênĂ □ □ ™à” □ ` □ @1Ă □ ~u`3<©u÷«}yİO½-@<œ
Ékf □ □ p-xXY} , □ | □ :d¿ (ăEHÖ2İéİAÉü£ □ |Œßı
ò<p?ĂYİæť¼ İ<İ!^EŸúúG □ ßÿÿ □ PK □ □ □ □ □ !¼ □ □ `ß □ □ □ □ □ docProps/app.xml ç □ □ (□ œSĒnÛ0 □ ¼ □ è
œ41(□ †Ó“†°1üHĐSÁR+>^D²\$-XýúRblĒ □ □ Ñİ'3~ □ Ž„ăv[•Q
Æ
%3”Æ Š@r• □ ¹ĒĐrñđü □ EÖ1™³RIÈP □ □ ÝÒ □ □ ÈÔ(
Æ °— □ 6Ckçð □ cĒ×P1 □ {XzıPİbİ □ Í
«ç □ □ ĩ □ ŦT □ ¾4H' + □ [2‡üİ □ QP □ Œİ½ç¹ă-?û„h'7LÉHëRpæü-éDp£¬*İðeĒı\$„ □ □ ĩn □ |c„khBpÿHæœ•0ăÂ
r □ ¬
mĒ„±”ŒnX □ wĒDVüñ±
Pð<Yhíd`Ŧf xl/workbook.xmlPK □ □ - □ □ □ □ ! □ —„v □
Ó* □ □ □ xl/v`3Óo □ Â □ □ `ÂB □ # □ □ xl/worksheets/_rels/sheet3.xml.relsPK □ □ - □ □ □ □ !C— □ £ÂB □ # □ □ xl/w
fd
G,xl/styles.xmlPK □ □ - □ □ □ □ !é!%, □ S □ □ □ 7xl/theme/theme1.xmlPK □ □ - □ □ □ □ !7%œ®ıw □ V □ □ Ŧ=xl/worksh
4\$ □ sKxl/sharedStrings.xmlPK □ □ - □ □ □ □ !TjÎx² □ □ □ □ Vxl/printerSettings/printerSettings5.binPK □ □ - □ □ □ □ !
nèþ □ □ ĩ^xl/calcChain.xmlPK □ □ - □ □ □ □ !kĂ}û° □ □ □ □ ' □ _xl/printerSettings/printerSettings6.binPK □ □ - □ □ □ □ !k

ç[ž□Ú¿g'Ô□□□J"Á%Q–yíĤÁ£Óyâ²Hhf/Ān>□□x□œđÓBÜß]□ŽE†±¼Q.x(Ā□PœŽ·Fw<□~q'ÇB"DñDJÔ:

Ā□rî\$g□°¼îæœC'□
ă□ÿÿ□PK□□□□□!µU0#δL□□Î□_rels/.rels ϕÊ□(□œ'İNĀ0□ÆiH¼CăûênH□¡¥»LH»!T□À\$î□µ□£\$@÷ð„!
[!>!5□!¬4ÝÜ-□æÑ'œª©„â]K3µ—Óm)ÿĂ□³Á□ý□ÿÿ□PK□□□□□!8w□wÑ□z□□xl/workbook.xmlœSĒnŪC

s^ˉ □□#³□ða@Xă)/Æð4'' □È□7□xü□>□"□? Aç€ž¾G/,p1BİFèäo4ÿŒŠ□mè~Tp>*Hÿ]pmD}ó)T□[:HêçAzµ:
ëý-ð->□wû□ZÑ-9ĀBüñ'□P})©□□óæ¿+ĀĀñ'ýxP¾î?ăZñ¿ñ±øŪýßÿv÷}□øóø□Ç§,Đðq¬□_O§İŪ»ăÓkü¾:

Jϕç<□S□Ēx·Jf□Œ3□à²gaP-a°>□»□ñ®□pĂĒe×@Fí□r,‡'sm X“BŒ□□ŒF%◁□ b_V□□Aă—ϕÀ9ÿic>ý²æ□d
J□÷Ā}ð<□□Ācđ□<□ĪĀsđ□¼□¬ĀkđF²é□+™p□ßĒtŪLÓ¬E³i!·n—+bÑ±Ū÷ D's47Pp□·Āmp□Ū□÷Ā}ð<□
ſ□<□/ĀKđ

□Ü□wÀjp□Ü□□ĀCđ□<□OĀSđ□<□/ĀKđ

G·ußÿçÝÍKríĀó|§\□^—kf§šf□,}A□ă^Ā□ĒtŒëĀ:ÓªŭR(™pJî¿ê¾^]¿x_žS¿ŪáŸ□ŒŪ“GU”F□ŪH&íhıı-}“e□!

è/Æăˆˆt'Œ~ă„ŠĒqé°z13Up`BĀăĀt^ˉ□hĒ'
□û“,Āxpð*nf/Æâµ«S□□ðe¿?□¿~!1Ñ;◁O_?□ûĀNŪδL/xŒŠŸûĂé°Ÿ□D
lûð□r/ÆϕH□Œ□ØµL
□šS=DŸ¥9Ā□}×Ÿê□~ð□«áŒ7đÎL:□W2Ž³Œ©nĭ!"Ūðÿ□£ŪĩŪmó¾Ū>Ÿšó^ }s¬G^□8'—!ßĩZ_§□

đh□□□!Āe6ÍG□hRšϕ\$î^Fe:Y8□ LÆf□...Ē□í¬◁|□@□d#œ□)□đ!É□¾©]□GÓêßVOOđ]□žk²¹°.A T9}□j©º
)Ēē¶ %œšŒZù2v5BZg"VQi©ĩD y½2Ăž^)[R\◁«□©‡'a,.x□'œ@)□%'p□

ls/sheet2.xml.rels„□ĀjĀ0□Dĩ...ûfØ{\$;‡PŠ%_J!×&ÿE^ŪϕðJh·%ùûèØ„BžĀcP0]□Y□đ<...c"□-n@!...4Dš,[
Jh·¥ùûèX>B□ĀcP0íé{žŒ□□Ž%„iü□
"R,ăĬB ×6ýU^Ē"ðJh·¥ùûèX>B□ĀcP0íé{žŒ□□Ž%„iü□
lR,ăĬB ×6ýU^Ē"ðJh·¥ùûèX>B□ĀcP0íé{žŒ□□Ž%„iü□
)?ðrd/Æò#†□□*Rău'2l;□9□±¹□×p/rn×„‘□3.1;ž©·Ÿð£ß[-Āúá-š1<□†-W±İŸ'pý□ðz§ç

îmú¶¶%œên>¬+»©h□òvpPq#5Pó¶ŒŒrS*□ϕR@&3""œ³Ÿ

Cpöq£Š'□□ØÀ°Oç‡à„Ôàìäø²aó□Z□ftš6âpÎP□ag□{8□ö6Í.Ýø□□·ðÇÖ□□6YK©!°‡à□^□œ!□x¿S^ç1□Äì`
¿3<È□ìí□3ñHi?ü□ó□÷oÖ_/□mKxln7VŠ.´íÜ¼ìÁÁç<¤`ý|□>©□áê□ÿÿ□PK□□□□□![]leÚ□\$□xl/workshee

³ì.~"PðëBµzÑ~□UÕe?□²,éâŠF□|èçÒÕÄNgÔ□eE"¼ÇMl\$@Îe,□

%.vÁ@\\K¬□mÚ

ÍÍf®½/Ôæè-æj□ã»»CE"Ñ[N,¹Kª\$)v□½9oß`Í™·sb`i¬jS`œáoĐí‡V,wÔ@~\$KwhŽ± ›žùx4ĐGž1@§bÉìï□□%□
;oö8□ik□'µÄ"iì02š...,Kì□ò(·a<ò□6ÇçÌRÂÜaÜw*□_s~¬/¥iË×ðC9,&□8ðz‡GŽYË¹□š□Úù—`ÿ□,,O!□?ß

™ääîävžÛ0p_□ÁÂ¥

coq†Ê□|Æqª□›İðùqw¼x{ø/Æ□>%□À&ÿù□□i7|}Â`à÷·¶f□9ä_Oð-L□oÊf□"›mÛvò□0Oð~i°ç"ªªOÍùËì?ø4
:úðéž|úù÷-KÌ,Ç□ßùè¶:5bþÊ_;þ·İµ...5n~"Q□ÛþÛv□}®íYTù¹ÿ÷¿}Šç~@èEÿk>8□>¶ÛÑjÄ¶vÔð□æaáÑ□
!§ï□OuCO†*MlÒÚ□ª□7ª¥ßi4œX÷2ia¹ŠØP´□Ö`â{»°,½'e²RÁíkb□*n□%□MLË¤ªª□w²XSUNŦFÖ□O'□Ö°íé\

¿3a">kv;□

!@hP}Â`Â`f'□□%o□—□Ád«|èÄ{Øql&□□Žn°x□zÙé™±5çÛ&.ÑßÙ!Ûø<□□}&upÖ□pCyð<€¤'i(bqs‡Ê%
"□i©AGÑ,ûf.fð+`□;□2"}...Uà E4—T□□ø<&\$¼□œÙËû□Ñãœ"¼Á•,,□8>¶Y'ææ»□□ÉSCeX!¬Ö_-îmP}

ŠC/'~*□□¶2□™û(fÛÔ?Lÿ1þÎ{Ž"□—i—v6ñH□Ôì:□')Ò4\$šÇÄi8,İð¶ì,›v□¥}□□òÎËZ□¹|)Q=ù ^+,U□-□o□..

l½□X□R°¼\$X+hn‡qÓr¶Ë□í,ßç□Æ;¼°VQðð~'□ú1Vÿ^Éíó,žžĐ¶|ÈOpð|¾¿□Ë"ãQ÷'¿Tð□aQN÷‡□h□V.
□à_ž'èhHð1~xÇ,ã□™¬^p%o§□□ã□÷ÉÎj□±iz·
R'F□-&ãÊÁ
ã@‡0□',jãp£
ıgs1.biniSÁnÔ0□}YVPq□□WÁ%□R□□qè%M□M»%o#'"*T©

¹É:¥-Dk•Ñ{8Žă□¿,,□ì:ðh=0æSC[v8´
^□ë@½i†UFă
/printerSettings/prnterSettings2.biniSínÔ0□p²,?â□7®^□□¤□□âĐKš,,6í&Ž□GªP¥*iN°□©□%ŽĐ9ñp<□O/

Éq C~¿□□□μq,Q□¶@9□^□lš;Û-ç„t“¥“a“EU!
:□□âĐKš„6í&Ž□G^P¥*iN°□©□%ŽD9ňp<□OÀ%7(“Öf·THT□□¶□□žùf<3ňœâ□□5,İ†q□□%Wxf×,Íđ!÷
□à_ž'èhHđ1~xÇ,ă□™^p%§□□ă□÷ÈĴ□±iz·
R'F□-&ăÊÁ
ă@‡0□',:jăp£

)Ù€İ□pâ,De□5;<□~1À±}~j'šu7^É²”`f€1/Æă□ó G4*IÜ,6Ý|9oTLG□áaň”†0"F3ó²(jnR´□f^€¬¶Ĵ&□{à7¥KÊ□(
IE□AtŠ´-œ□dB□Ò□'£
ø,Ý□„,Ñĩß<ÒŸÿÿ□PK□□□□□!kÅ}û°□□□'xl/printerSettings/printerSettings4.biniSÁnÔ0□}YVPq□□WĂ%
IE□AtŠ´-œ□dB□Ò□'£
ø,Ý□„,Ñĩß<ÒŸÿÿ□PK□□□□□!|³⁄₣±!|□^□□□□docProps/core.xml ¢□□(□œ'QOf0□...ßMü□¤İP

¤p4u□□□C

?“¼ă□Q

√“¥□,□

/orksheets/_rels/sheet4.xml.relsPK□□-□□□!d64"ÂB□#□ xl/worksheets/_rels/sheet5.xml.relsPK□□-□□□
eets/sheet6.xmlPK□□-□□□!ſİleÚ□\$□cBxl/worksheets/sheet5.xmlPK□□-□□□!đ‡Öüë
!¬ß¼Œ°□□□'‡Xxl/printerSettings/printerSettings1.binPK□□-□□□!“G□V±□□□'|Zxl/printerSettings/printe
cÅ}û°□□□'taxl/printerSettings/printerSettings4.binPK□□-□□□!|³⁄₣±!|□^□□□icdocProps/core.xmlPK□□-□□□

%T

□,JcŮÑöçĬ?[pîæiT□□b/NǺ°(A±3b{×jx-ŸV□ b"gi□Ç□Ž□aWÝpĬ_xᵛ">b×û``²<□°"ü#b4□O□□ñir¥'0QĖahÑ“
)□¼□è?0„□œ"J²ăØ†¥ĀA[4□·Ažè)`EĖ"B*IUößw)ÇŠÒðĐ□μÜÙáìjju±«%úĬ□□Ze8

à□ḷM(îü□¼□^¼{ÚIU□@~ÜÓ□□ÔiEAâi«"ùé<a\$""ô\$ZN.'ñbEFĂ0jQ□ĬA□;ă□~□qz□÷-□ăo"ÿ□ÿÿ□PK□□□
=-öŸñ‡øâe□xßžĂ×Ă→ăç!p>\$□½¿ÝxŽ□Ý¼ow□E©áöð3:ô//»\$øqÿðð=p8l%‡øm{□í?³î>□Áú»ç□ø-éPá

IL<ÖÊUB@<É\$žμDÆ³¼Ñ'aî□²aš dKDà:aÉjíf□e³i#,□n,[à6,□î,{à>x□,Gà1x□ž,gà9x□^,Wà5x#Ùt%°5ipÈ%9“i
□□Àcð□<□ĬĀsð□¼□¯ÀkðF²é□{□òÿ□gOî4L□èý¬šĖĖí^□VJ³¼NÛS‘□;G{Ds□ăMp□Ü□wÀ]p□Ü□□ÀCð□·

¼~□¥œjçj'?□†

%Ăö□%°\$Ñ□Ā^Òw}·¥ç–lĐmšg□ÝVb:□0u©j´9xNfμN,2Öšl□„»_«8NT□—o„ḷU"@Óîuî"@Æ2Êm-œuÖk9Kÿ

□>¶┐ X<

□wŸ@·™*^PfØ#Íüâ□^!â□¥□A)_Q□bHyE)æ„Ê|E□^!â□¥8EùvJ †”W”bN”Éû5Ú”¹□J±ŠÚšaiì...WïŒÉýê7òb:

Wp&»£8E5|3□9i□,XUEŠú/...9—¼éĚaó□ÿÿ□PK□□□□□!POQà‘

▯ İĂ,™Á□┘,~ß@fL œ"v;dí,-o²`i□Ÿ»wØ|q`\$(n@h>.üe□?WWTŒ€Œ£ ``264[BMX–cp□Hbî]^Ăá*□ÜYtsK~
in%i9Ń□~\$'□[ä□êĂâ'UKi□`@êĂ6°X┘ch//Ølây□öf`lô

ǻâ□I7,,i!□SiL□©V┘@„Ů„-~pÍ,Í»ð./□VQëðâ±□V—jp!□GNü □aW!|UiĂ□RŽntŃM²V¼Á³N2P¶QÔ□RG¼)v{

#XEW÷□,¼¬i“`uq6Ă□ä,®

'Ăfq”üéqVŠ“»k²~&□ÜĂ¥00¥ù.Šó(á_Ú®ÓĂ:xU|aÇ`#í*sDj┘6®¬□

ıJ²□ĚKÒ□□ÖŒ±D"□|ÿßă#uðÚf^iC"\$âqÚ«]®z^Ă>□Ó8h{wtýK□□

┘KÝøa□ĂŸ□┘„

-Üô?%'wÆ·×ÓĚřäØoHU□ð□y,´o”~g'Ÿ□)

ěà4ç*□,Ú<[˘MÚ□□□t^A^ˉ
əts/sheet5.xml"ZKsâF□³⁄₄§*ÿA¥Sr□h\$□HeØ²⁄€+[•Êƒ³□„M□□□Ù▷ä×§ç=Ó#||Ø□î^ˉ□Ó==Ý-ÇÝ§î‡½÷Ôœ/

□VZâB™_aCM@ègÃe»TIP¿®×žê

!□4'ç□|□Ã>†™ù{øjç²□□□!»|î?ˉ6ü□□ðíû□ÿÿ□PK□□□□□!ð‡Ôuě
·vCE_Ãoi(□™¹⁄₂Ž6ĈĖĀ[·Ýèt▷μ·¶|ăŎhâr'¼øš-wqQ£□çü¶|cÃăK÷Ýe-ÿ)rúŸâ▷□}çYt£ª¡L□ªCkçk&5ifr©{Ň ^§Ŭ,
√'°|

„ú□ÚŬ⁻²□ÿ...□`YÔl□£[¶viŎ5í“□m„`|□¿‡μ„š'©"ŽÚ<□]‡GlrrtM#'ŠCç□^B±/'"*d+†<□(?Š□□Â%„bÀ□„lð'ă·Ç

..jE&v†É□üÓ%□"»4ð(Àì□ĈÉúsÉ<k(ÿĖ¤~hC*Òž□ĈÛ³]´Ã¡GE6lúŬRê—{ðD‡ð•iyé□□zi□c(cÃ□|□...ò—□

Ž·Š□u-□ÿðÓÿ□ÿÿ□PK□□□□□!T]Îx²□□□'xl/prnterSettings/prnterSettings5.binìSínÔ0□p²,?ă□7@^□□¤[

À%7(“Ŏf·THT□□¶□□žùf<3ñœâ□□5,İ†q□□%Wxf×,Íð|,÷

O„İ„{Â]'Ë~ÂgÂ=alyç-çÂ.İqÊ(«Ýê«E²zÍ^S`ò¶Úó\2Yïo'Uý?-LûN; □7...&\3©‡'ðÇİ'□ÿÿ□PK□□□□□!kÂ}
‚□R□□qè%M□M»%‰#'"*T©

□!LZ*zÂB□#□!xl/worksheets/_rels/sheet6.xml.relsPK□□-□□□!□~Qhn□9□□□"xl/worksheets/sheet3.xml

rSettings2.binPK□□-□□□!T]İx²□□□'r\xl/prINTERSettings/prINTERSettings3.binPK□□-□□□!o□
□□!%□□`ß□/□□éedocProps/app.xmlPK□□□□□ph

'□"eÜ"ǎ=†¿□P-<ŒÁj□□{□^a>ú<ù²·4Mox/æ}b—NŒ@ž□;ËvǎCf□©İÜ"šBĚIf□óœÓ□Éû"□c□ž&Ú\Oôÿŧ8q"ŧ

l□□!□—„v□
l□¿ÔŠ¿»·»È-þÜß¥U/wñ÷#_□ôǎ□ýpǐǎ†ſs-è□□Çø-~Jt□ŧǎǎ[ü□¿½ÔŠu¿*-ñŸTkÂBǎM|“|ÖßL{?>□žǎ—í×·(

ǒb□□³iÂ%œJŒJx□□Ž«Ă,ǒàf[†w47Pþ□·Âmp□Ü□÷À}ǒ<□□Ăcǒ□<□İĂsǒ□¼□¯ĂkǒF²é□kμù'wrV!,-*ˆÔ2º
<□OÀSǒ□<□/ĂKǒ

/šŧ□òòÖ^Ă"ô~5ÂĂĖ‘—yǎlÁmc_□□HK¬□÷Vǎ□D□□y□□¯TST®□—Ü_®qd...éŧĀ□2ß-¹í□JšŒEtí_Ö2Mǎ...

±Š/ÓñÂôµ|¬>—íc}é,Su€#▯ž3Ã Å·çæ÷¾¹šQĚóKÓÃ+òá¯#|ÉPÁ}N▯ÁŽ▯š!▯p€▯Èš÷SŎ?]fky-ÚOđ?đ▯▯04

·çé▯pŸŠyž®áb▯▯7i▯Äp9,{”¿lO(&¡noe▯ò[Z÷1³â©éüŒEB#

'»ö8óÉ ð½æ,n7»ããìÿúGðĚŎ÷.]]ÜŎüöØlû□×ÿipǎ□w̄rùiĚSÓt□h8^fpS×□Òáð²~j□ðeĐžš# Ŭö|˘;øóü8¼œ

ýÔŽûŸÚœ"jRfĐÝÓÒ□q□°l÷ÚÝ.Āᵝp‡Ÿ»□ü"íç—ù□□ö

˘ıçâj□ûMž□□çŠ„ÒJU~□ĭeOrEÂÕâ□f□

□†éðjŬ')—ð□«ªU?X˘ˆñó3,è"³]]ÔPç*;□□²□ýÿlÂGéR□©□¥e□€d“~8mKyb□□:ÿ÷^Ŏ!ù£mK;o™}i-}Y□€¶€Ùâ

□□âĐKš„6f&Ž□GªP¥*iN°□©□%ŽD9ñp<□OÀ%º7(“Ŏf·THT□□¶□□žùf<3ñœâ□□5,İ†q□□%Wxf×,Íð|,÷

û°□□□'xl/printerSettings/printerSettings6.biniSÁnÔ0□}YVPc□□WĂ%□R□□qè%M□M»%□#'"*T©

IPK□□-□□□!iÓÄŒX□~□□'(xl/worksheets/sheet1.xmlIPK□□-□□□!POQà'

<%DHàó<ßŠs@ëë.Ÿh©ø½Î<â\$„áMdøaÁÄT_ÿÿPK!g[¥:xl/_rels/workbook.xml.r

Ćtÿ½ı³¼¼ž„©Ăăñ\$y>ÿPw%óŸ<...÷í_éç÷ÝóéµV*¥²ěTýrX,<}=žďĩ+ùCÚjıAO=(>Ŏf@[r'òĂsĂÇSs—

ıÖ:×K^÷~ÓÉf[w47Pp·ÂmpÜ÷À}ð<Àcð<İÀsð¼¯ÀkðF²é±p'wă2-Ú9•«Vq5ù">

×0³ÊRĚěmıý·É'w

4m

ıİM½aB‡ı0□,xx¨wGŸkHİ·eh·ŬŸ°)Ŭđı9v\É¹Ŭ×□¬ÿđ´;]üüŸf□□uĖ;7Ŭ™□OÒ‡Qà□çwlđŸ»æđbüđ°đđk³İđİ

İlc¨k£□~Önøđ~ĸktò\$□Sı%4læĐòg1□—?|8[p\„ØòZ□ıăˉSă«jNF□İÓ?.åålp.□ˉx□A—têı#ˉ□2›BsĂı}C4)\$ĸđ

·els ¢□□(□¼"Ěn,, □†÷Mú□,,)E□□{Éè,Ú4™mk□€àñ'Q0@/¾}%µè\$□fCÜ~œŸøÿ□□8ûÃO×¢/□ª□<ÅQ□b[

-Ô™\$äF¶!iÇäö´½¿;ì¿□„3„ôñs›,Ö½□jD3“Òß“bÑ.ñ!4&æpv_ñîñ¾%µp?%□âáLfhMž†ªXh □?S□VRW"ªjbª

]¬...äAĚ\$%x'4>,□à&,□nf;à.,□îf□à!x□□f'à)x□žf□à%x□^f7'

f¿⊆æ(ô=êÛ·¶ÿ,²®63?¥—fß¬©⊆⊖†ËK#ØG⊆âó⊆·¿ÁÈPY1⊆K<⊆<ÇogoÓlëç}÷{ûº\⊆O⊆⊆⊆LÅ×í⊆xá⊆ĩ°£

‡ôÓ⊆G|><⊆È+rßC=yG2⊆Wñ⊆¿é-zOð±<6ÖC×⊆j`—⊆±×û'e;W§-ûfÚ(ÉVýtEðÒóØ<4Õ]ñ<\$'èt:⊆¥'Qêr1~=ðy

□œ%øáUŠ?ò×»□œ"!¼ -à□â□□>d·7û7h©6?©°é□2.\Ÿ,Ö°□"D±□:ª□Ñ□7+Ÿ□□Œ!"é);Ñ

'ðóU&ÅBŸŸÚ4ifj•□□□D'½y□JŠM

;â{±ú;»¾î6ÝÓì¢A8“qŽ}oý|éÚĂ_ aæ•\$øÁ\$©?□Ÿ□Fáx2%iHFB□®R2°Mr\$\$áª%§ăñ(žNƧ^~ lµƧ•'áà&

žLi¥kögÙ|;Eªăñ...ò61eÀ€‘h¿ăE8]□□Š†©M†¥íeS#□”{□~÷□ÍÑ±“%∞·;“îÚseŽ□«ª,ă,¥□ĚÔ□b?È'ì□u‘

ÉXHÂUJ·-v"\$á%'\$Hçw□□g,-□®R□□Æ“ z/²%□„«□œEnó'ÀÁă%?`i[û9ă©ĂÖ±`»z~wn_₌8e4eO5=³\$□½

yú¿#□ÅbrKßÛY18ëpplö,ÜKŽ%^{oo}^p2Â–pÅy□R9Ñe'æ□‡¼="ø±Ö²÷ÝTé¿^a†pú□yÒ</xúÚb†□1ÒÇĂ‡2&aP

im"zOÉ@

ñ

July 2011 Construction Summary Report Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Tiffany Mcconnell, Road Bond
Submitted For: Tiffany Mcconnell
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear July 2011 Construction Summary Report.

Background

Fiscal Impact

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

Attachments

Link: [July 2011 CSR](#)

Form Routing/Status

Form Started By: Tiffany Mcconnell
Started On: 07/14/2011 11:20 AM
Final Approval Date: 07/15/2011



ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

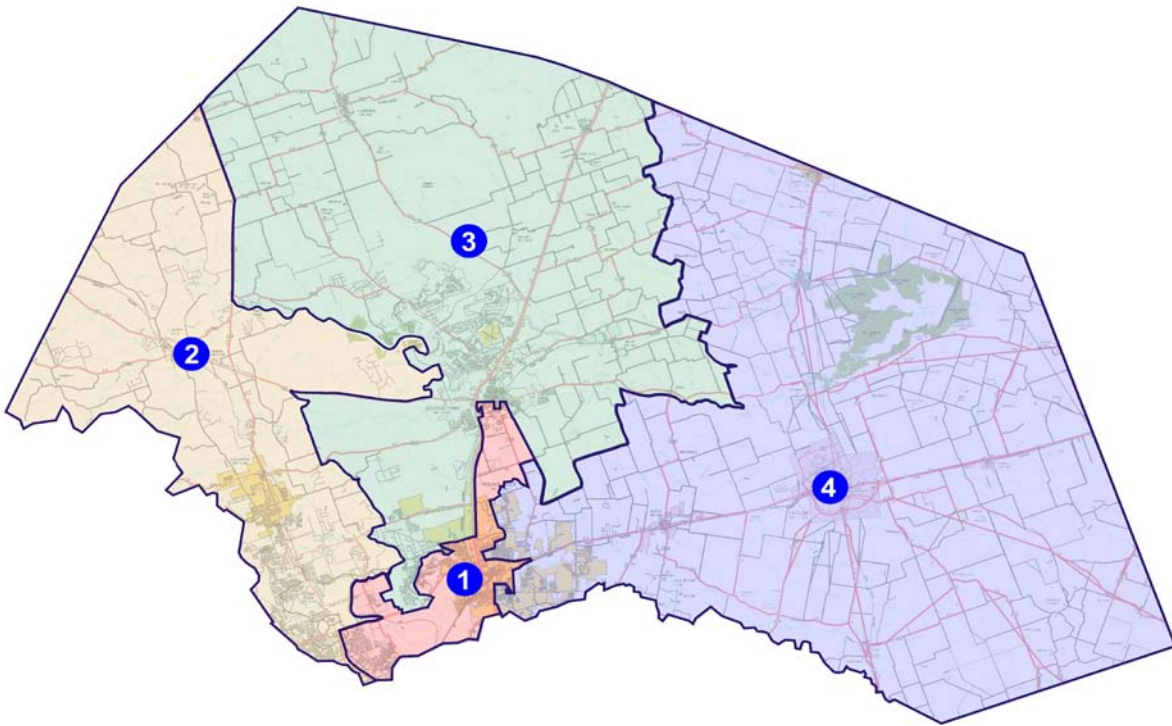
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

July 2011

WWW.ROADBOND.ORG

Volume X - Issue No. 7



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

Table of Contents



Completed Projects.....	1
PRECINCT No. 1 – Commissioner Lisa Birkman.....	2
CR 111 – Westinghouse Rd (Hewlett Loop to FM 1460)	3
S.E. Inner Loop at FM 1460	5
Pond Springs Widening (McNeil Rd to US 183)	6
O’Connor Drive Extension (RM 620 to SH 45).....	9
CR 174 (Hairy Man Rd.) @ Brushy Creek	11
PRECINCT No. 2 – Commissioner Cynthia Long	13
Ronald W. Reagan Blvd. South, Ph. 2 (FM 2243 to SH 29)	14
CR 175, Phase 2A Extension (Regional Park to Creekside Meadows)	17
Pass Through: US 183 (Riva Ridge Rd to SH 29)	18
CR 214, Phase 2A (Rolling Hills to San Gabriel Ranch Road).....	22
US 183 at FM 3405 (Intersection Improvements).....	23
Hero Way (US 183 to CR 269).....	24
San Gabriel Parkway Phase 2 (183A to CR 270)	26
PRECINCT No. 3 – Commissioner Valerie Covey	28
Williams Drive (DB Wood Rd to FM 3405).....	29
Pass Through: RM 2338 Phase 2 (FM 3405 to Reagan Blvd)	32
CR 104 Phase 2 Improvements (South of SH 29 to SH 130).....	34
Ronald W. Reagan Blvd. North, Phase 3 (RM 2338 to SH 195).....	35
PRECINCT No. 4 – Commissioner Ron Morrison	37
Pass Through: US 79, Section 5B (FM 1063 to Milam County Line).....	38
Pass Through: US 79, Section 5A (East of Taylor to FM 1063).....	40

Business 79 Drainage Improvements	43
Chandler Road, Phase 3B (CR 368/369 to SH 95)	45
Pass Through: US 79 Section 3 (East of FM 1660 to CR 402)	46
Second Street Roadway Improvements (US 79 to SH 95)	48

WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 1

- Pond Springs Road (signal) – July 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- Lakeline Blvd – July 2007
- RM 620, Phase 1 – January 2009
- SE Inner Loop @ FM 1460 – November 2009
- CR 111 (Westinghouse Road) – June 2010
- Pond Springs Road – September 2010
- CR 174 @ Brushy Creek – June 2011

Precinct 2

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

Precinct 3

- DB Wood/Cedar Breaks – June 2004
- Cedar Breaks Road – June 2004
- Georgetown Inner Loop East Extension – Aug 2004
- CR 152 Bridge Replacement – Sept 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – June 2008
- SH 29 / CR 104, Ph. 1 – July 2008
- IH 35 @ SH 29 Turnarounds (Pass Through Financing) – August 2008
- CR 104, Phase II – May 2011

Precinct 4

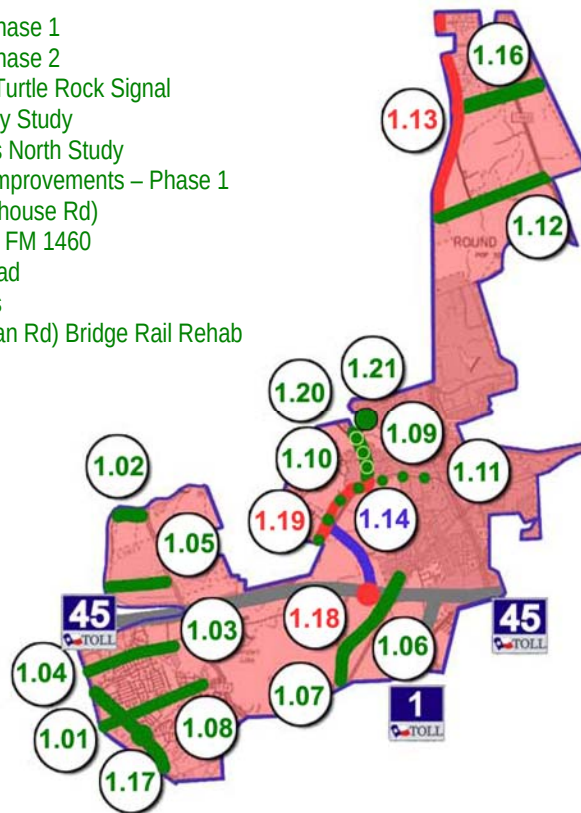
- Wooden Bridges (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- CR 368 & 369 – Aug 2003
- County Road 300 – Dec 2003
- CR 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – March 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A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

PRECINCT 1

COMMISSIONER BIRKMAN

Completed/Open to Traffic

- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd
- 1.03 Lake Creek Drainage – Phase 1
- 1.04 Lake Creek Drainage – Phase 2
- 1.05 Lakeline Blvd.
- 1.06 McNeil Road – Phase 1
- 1.07 McNeil Road – Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study
- 1.10 Wyoming Springs North Study
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.12 CR 111 (Westinghouse Rd)
- 1.16 SE Inner Loop @ FM 1460
- 1.17 Pond Springs Road
- 1.20 Wyoming Springs
- 1.21 CR 174 (Hairy Man Rd) Bridge Rail Rehab



Under Construction / Bidding

- 1.14 O'Connor Extension

In Design

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

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

Original Contract Price = \$5,864,053.94

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/2/2008	4/15/2008	6/6/2008	6/16/2008	6/16/2010		730	60	790	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$) Used</u>	<u>% Time Used</u>
1	6/16/2008	6/30/2008	15	\$273,125.71	\$273,125.71	\$14,375.04	\$14,375.04	5	2
2	7/1/2008	7/31/2008	31	\$690,458.44	\$963,584.15	\$36,339.92	\$50,714.96	17	6
3	8/1/2008	8/31/2008	31	\$405,777.61	\$1,369,361.76	\$21,356.71	\$72,071.67	25	10
4	9/1/2008	9/30/2008	30	\$410,275.17	\$1,779,636.93	\$21,593.43	\$93,665.10	31	14
5	10/1/2008	10/31/2008	31	\$170,855.60	\$1,950,492.53	\$8,992.40	\$102,657.50	34	17
6	11/1/2008	11/30/2008	30	\$328,636.79	\$2,279,129.32	\$17,296.67	\$119,954.17	40	21
7	12/1/2008	12/31/2008	31	\$183,573.77	\$2,462,703.09	\$9,661.78	\$129,615.95	43	25
8	1/1/2009	1/31/2009	31	\$85,656.15	\$2,548,359.24	\$4,508.22	\$134,124.17	45	29
9	2/1/2009	2/28/2009	28	\$199,204.04	\$2,747,563.28	\$10,484.42	\$144,608.59	48	33
10	3/1/2009	3/31/2009	31	\$148,110.31	\$2,895,673.59	\$7,795.28	\$152,403.87	51	37
11	4/1/2009	4/30/2009	30	\$516,671.71	\$3,412,345.30	\$27,193.25	\$179,597.12	60	40
12	5/1/2009	5/31/2009	31	\$226,555.61	\$3,638,900.91	\$11,923.98	\$191,521.10	65	44
13	6/1/2009	6/30/2009	30	\$249,244.85	\$3,888,145.76	\$13,118.15	\$204,639.25	69	48
14	7/1/2009	7/31/2009	31	\$332,593.17	\$4,220,738.93	\$17,504.90	\$222,144.15	75	52
15	8/1/2009	8/31/2009	31	\$245,723.19	\$4,466,462.12	\$12,932.80	\$235,076.95	79	56
16	9/1/2009	9/30/2009	23	\$296,925.12	\$4,763,387.24	\$15,627.64	\$250,704.59	84	59
17	10/1/2009	10/31/2009	14	\$135,901.82	\$4,899,289.06	\$7,152.73	\$257,857.32	78	61
18	11/1/2009	11/30/2009	30	\$144,217.19	\$5,043,506.25	\$7,590.38	\$265,447.70	80	64
19	12/1/2009	12/31/2009	31	\$77,935.90	\$5,121,442.15	\$4,101.89	\$269,549.59	81	68
20	1/1/2010	1/31/2010	31	\$54,006.73	\$5,175,448.88	\$2,842.46	\$272,392.05	82	72
21	2/1/2010	2/28/2010	28	\$7,264.88	\$5,182,713.76	\$382.36	\$272,774.41	82	76
22	3/1/2010	3/31/2010	31	\$178,526.02	\$5,361,239.78	\$9,396.11	\$282,170.52	85	80
23	4/1/2010	4/30/2010	30	\$722,864.30	\$6,084,104.08	\$38,045.48	\$320,216.00	97	84
24	5/1/2010	5/31/2010	31	\$31,296.10	\$6,115,400.18	\$1,647.17	\$321,863.17	97	87
25	6/1/2010	6/30/2010	16	\$215,437.16	\$6,330,837.34	-\$192,662.41	\$129,200.76	97	89
26	7/1/2010	8/31/2010	N/A	\$16,903.14	\$6,347,740.48	\$344.96	\$129,545.72	97	-
27	5/1/2011	5/31/2011	N/A	\$4,485.46	\$6,352,225.94	\$91.54	\$129,637.26	97	-

7/1/2011 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 5/26/2010. JC Evans has completed the final punchlist items and another walk-through was held with the City of Georgetown. A meeting with the City was held on 4/19/2011 to discuss clear zone and speed limit and a follow-up field visit was held on 4/27/2011. The City of Georgetown is going to issue a revised punchlist to HNTB and Williamson County. Once HNTB and Williamson County receive the punchlist, a meeting will be held with JC Evans.

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

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

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

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

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

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

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	5/8/2009	16,730.56	76,454.95

4B: Third Party Accommodation. Third party requested work: The Developer requested the installation of additional driveways and gates on the Madison Property. The Developer has submitted payment to Williamson County.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	5/8/2009	2,400.00	78,854.95

2G: Differing Site Conditions. Unadjusted Utility. The Contractor relocated an existing Flush Valve Hydrant that was in conflict with the proposed rip rap slope on the NW corner of Park Central Drive.

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

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

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

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

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	5/13/2011	4,577.00	778,991.62

3M: County Convenience. Other. As required by Item 585, this change order adds a pay item to adjust the amount of compensation to be paid to the contractor in proportion to the ride quality of the final asphalt surface on the project.

Adjusted Price = \$6,643,045.56

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

Original Contract Price = \$889,492.48

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
3/25/2009	4/21/2009	5/22/2009	6/1/2009	11/5/2009		163	0	163	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	6/1/2009	6/30/2009	30	\$102,851.51	\$102,851.51	\$11,427.95	\$11,427.95	13	18
2	7/1/2009	7/31/2009	31	\$79,130.70	\$181,982.21	\$8,792.30	\$20,220.25	23	37
3	8/1/2009	8/31/2009	31	\$161,496.94	\$343,479.15	\$17,944.10	\$38,164.35	43	56
4	9/1/2009	9/30/2009	30	\$178,603.64	\$522,082.79	\$19,844.85	\$58,009.20	65	75
5	10/1/2009	10/31/2009	31	\$302,954.22	\$825,037.01	-\$41,171.71	\$16,837.49	95	94
6	11/1/2009	11/30/2009	5	\$40,139.30	\$865,176.31	\$819.17	\$17,656.66	99	97

7/1/2011 Comments - JO'B Site Construction has gone out of business and defaulted on the remaining punch list work items. GEC is coordinating with Williamson County, who is corresponding with the bonding company.

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

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

Adjusted Price = \$889,414.60

Pond Springs Widening (McNeil Rd to US 183)
Project No. 09WC710

Original Contract Price = \$3,167,595.05

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
5/6/2009	5/12/2009	6/3/2009	6/12/2009	9/23/2010		150	319	469	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$) Used</u>	<u>% Time Used</u>
1	6/24/2009	6/30/2009	7	\$152,121.44	\$152,121.44	\$16,902.38	\$16,902.38	5	1
2	7/1/2009	7/31/2009	31	\$214,799.85	\$366,921.29	\$23,866.65	\$40,769.03	13	8
3	8/1/2009	8/31/2009	31	\$218,310.42	\$585,231.71	\$24,256.72	\$65,025.75	20	15
4	9/1/2009	9/30/2009	30	\$185,674.01	\$770,905.72	\$20,630.44	\$85,656.19	27	21
5	10/1/2009	10/31/2009	31	\$77,230.62	\$848,136.34	\$8,581.18	\$94,237.37	29	28
6	11/1/2009	11/30/2009	30	\$235,853.77	\$1,083,990.11	\$26,205.98	\$120,443.35	38	34
7	12/1/2009	12/31/2009	31	\$231,299.76	\$1,315,289.87	\$25,699.97	\$146,143.32	46	41
8	1/1/2010	1/31/2010	31	\$145,428.65	\$1,460,718.52	\$16,158.74	\$162,302.06	50	47
9	2/1/2010	2/28/2010	28	\$91,170.25	\$1,551,888.77	\$10,130.03	\$172,432.09	53	53
10	3/1/2010	3/31/2010	31	\$331,511.39	\$1,883,400.16	-\$73,305.77	\$99,126.32	61	60
11	4/1/2010	4/30/2010	30	\$472,627.27	\$2,356,027.43	\$24,875.12	\$124,001.44	75	66
12	5/1/2010	5/31/2010	31	\$144,603.16	\$2,500,630.59	\$7,610.60	\$131,612.04	79	73
13	6/1/2010	6/30/2010	30	\$103,047.28	\$2,603,677.87	\$5,423.64	\$137,035.68	72	79
14	7/1/2010	7/31/2010	31	\$527,507.50	\$3,131,185.37	\$27,763.55	\$164,799.23	89	86
15	8/1/2010	8/31/2010	31	\$194,913.06	\$3,326,098.43	\$10,258.58	\$175,057.81	95	93
16	9/1/2010	9/30/2010	23	\$75,726.95	\$3,401,825.38	\$3,985.63	\$179,043.44	97	97
17	10/1/2010	10/31/2010	N/A	\$130,536.78	\$3,532,362.16	-\$106,954.42	\$72,089.02	97	-
18	11/1/2010	11/30/2010	N/A	\$52,064.59	\$3,584,426.75	\$1,062.55	\$73,151.57	99	-
19	12/1/2010	12/31/2010	N/A	\$29,595.34	\$3,614,022.09	\$603.98	\$73,755.55	100	-
20	3/1/2011	3/31/2011	N/A	\$13,720.00	\$3,627,742.09	\$280.00	\$74,035.55	100	-
21	4/1/2011	4/30/2011	N/A	\$74,035.55	\$3,701,777.64	-\$74,035.55	\$0.00	100	-

7/1/2011 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 8/6/2010. The certificate of completion was issued on 4/18/2011. Final closeout documents and pay estimate for retainage release have been processed and submitted to the County.

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

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

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

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

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

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

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

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

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

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

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

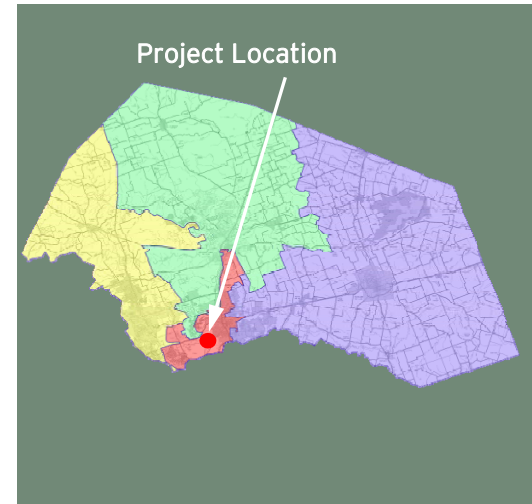
2G: Differing Site Conditions. Unadjusted utility (unforeseeable). In order to avoid existing and unadjusted utilities, the contractor utilized pre-fabbed pipe fittings (such as 45° and 30° angle fittings) which were not a part of the original bid documents.

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	12/3/2009	14,250.00	168,978.50
2J: Differing Site Conditions. Other. Soil Retention blankets were not included the original plans. The Design Engineer has since reevaluated their necessity and has added the blankets to reduce erosion and minimize long-term maintenance issues. This change order is for the installation of soil retention blankets throughout the project.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	12/8/2009	189,547.62	358,526.12
2G: Differing Site Conditions. Unadjusted utility (unforeseeable). 4B: Third Party Accommodation. Third party requested work. In order to complete the project, the contractor will need to adjust and/or relocate existing City of Austin utilities in and outside the proposed roadway pavement section. The City of Austin will reimburse the County in full for the final quantities of this work.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	12/3/2009	18,800.00	377,326.12
1A: Design Error or Omission. Incorrect PS&E. 4D: Third Party Accommodation. Other. 2J: Differing Site Conditions. Other. Due to design issues, unexpected/differing site conditions, and a lengthy City of Austin review process regarding driveways, culverts, and side streets, one hundred three (103) additional days are being added to the Contract schedule to account for the delay to the Contractor.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	6/15/2010	68,992.95	446,319.07
2G: Differing Site Conditions. Unadjusted utility (unforeseeable). Due to locations of existing COA utilities, the 5x2 box culvert had to be relocated under the pavement of the southbound lane of Pond Springs. Lane closures will be needed and will reduce production due to time restrictions of road work. 4B: Third Party Accommodation. Third party requested work. In order for COA to approve the relocation of the 5x2 box, they required a concrete trench cap be placed over the two (2) water line crossings. One hundred thirty (130) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	2/16/2010	2,196.50	448,515.57
1A: Design Error or Omission. Incorrect PS&E. Due to the Advance Landscape Design driveway slope being out of spec, gate adjustments are needed in order to construct a driveway past the ROW limit to meet City requirements.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	4/19/2010	21,193.00	469,708.57
2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). Due to miscellaneous differences in site conditions, plans have been revised and altered in the field thus creating the need to overrun existing bid items.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	4/19/2010	13,561.87	483,270.44
1A: Design Error or Omission. Incorrect PS&E. Due to field conditions not matching the plans, the design engineer revised two driveway culvert crossings utilizing items that were not in the original plan set. The Engineer also added in the quantities for the missing pedestrian signal foundations at the Hunters Chase intersection. Two (2) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
15	5/3/2010	21,485.46	504,755.90
1A: Design Error or Omission. Incorrect PS&E. This change order adds asphalt repair and transition/surface milling on the north end of the project to accelerate the opening of Pond Springs to traffic from Anderson Mill Road north to the US 183 Frontage Road. This additional work is needed in order to complete the project and is a new item not included in the original bid set of plans. Additional asphalt testing will be required due to the asphalt repair work. Two (2) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
16	5/17/2010	23,354.76	528,110.66
1A: Design Error or Omission. Incorrect PS&E. Plan revisions added new types of railing that were not in the original contract. This change order will cover the installation of the new railing & transitions and the removal & disposal of the existing guardrail where it will not be reinstalled. Seven (7) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
17	5/17/2010	20,119.26	548,229.92
1A: Design Error or Omission. Incorrect PS&E. Transition milling is needed in order to complete the project. This item was not in the original bid set of plans and will be added. The transition milling will be at all tie-ins throughout the remainder of the project south of Anderson Mill Road. Two (2) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
18	6/18/2010	6,567.55	554,797.47
1A: Design Error or Omission. Incorrect PS&E. The original size of the proposed culvert (30") under Roxie Dr. could not be installed due to the existing elevation of the intersection. In order to install the cross drainage and minimize the amount that the roadway will have to be built up, the culvert size was revised to two 24" pipes and cement stabilized backfill material will be used in the trench to speed the construction. One (1) day was added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
19	6/18/2010	64,437.41	619,234.88
1A: Design Error or Omission. Incorrect PS&E. The headwalls (heights) that were bid on for the project's three main culverts differ from the heights shown on the culvert layout sheets as well as what was constructed in the field. This change order covers the construction of the headwall's actual height at the upstream and downstream end of each culvert. In addition, to construct the new widened roadway over the southwest corner of Culvert #2, the upstream headwall had to be lengthened, including drilling piers and additional traffic control. Five (5) days were added to the Contract schedule.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
20	7/19/2010	77,000.00	696,234.88
2A: Differing Site Conditions. Dispute Resolution (expense caused by conditions and/or resulting delay). Due to various delays, the project has been extended by 269 calendar days. The paving subcontractor is no longer able to procure asphalt at the Contract Unit Price. This Change Order partially compensates the Contractor for asphalt price escalation.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
21	10/4/2010	6,470.36	702,705.24
1A: Design Error or Omission. Incorrect PS&E. An additional retaining wall was needed to stabilize the proposed sidewalk near Culvert #2 due to the near vertical drop-off. 2G: Differing Site Conditions. Unadjusted utility (unforeseeable). To complete driveway construction, two new traffic bearing water valve boxes will need to be installed. 2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). Installation of a new drainage pipe with concrete ends to tie into the improved roadway drainage ditch. This resolves the drainage issue caused by the new roadway cross-slope and the extension of the Neff Rental driveway (to address the slope issues). Thirteen (13) days were added to the Contract.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
22	11/2/2010	58,327.13	761,032.37
2A: Differing Site Conditions. Dispute resolution (expense caused by conditions and/or resulting delay). Three redesigned driveways to the McCarty Corporation will be constructed at lower slopes and curb cuts will be installed along new curb & gutter to help drainage on the Pond Springs Business Park property. 2I: Differing Site Conditions: Additional safety needs (unforeseeable). Additional pavement markers need to be installed at specified driveways to separate driveways visually from the adjacent rip rap. Thirty-seven (37) days were added to the Contract.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
23	1/16/2011	4,099.33	765,131.70
2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). The original contract called out for fifty-five trees to be removed for sidewalk and slope construction. To save as many trees as possible, the contractor was able to prune and save forty-two trees, leaving only thirteen trees needing to be removed. Also, a short section of original handrail will be relocated due to a change in field conditions. 2I: Differing Site Conditions. Additional safety needs (unforeseeable). The original handrail does not meet ADA requirements for ramp applications. Therefore, an approved handrail has been added and will be installed to meet ADA requirements on a ramp section as required by the ADA Inspector.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
24	4/12/2011	-230,949.11	534,182.59
2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). Adjustment of quantities to meet field conditions.			
Adjusted Price =			\$3,701,777.64



O'CONNOR DRIVE EXTENSION

(RM 620 to North of SH 45)

Project Length: 1.4 Miles

Roadway Classification: Urban Arterial

Roadway Section: Four-lane divided

Structures: One five-lane bridge and one bridge-class culvert

Project Schedule: April 2011 - April 2012

Estimated Construction Cost: \$5.8 Million



JUNE 2011 IN REVIEW

06/03/2011: Dan Williams Contracting (DWCO) continued to place forms and pour concrete for the bridge columns. The contractor installed Culverts 1, 2 and 3. DWCO continues to place embankment material in the fill areas.

06/10/2011: At Great Oaks north of RM 620, DWCO is working to remove existing center median structures and landscaping.

06/17/2011: DWCO is excavating to subgrade in the center median to prepare for the placement of hot mix asphalt.

06/24/2011: DWCO has completed construction of the bridge columns and is now placing forms and pouring the abutments. The contractor is constructing falsework for the bent caps, wingwalls and concrete aprons. Subcontractor APAC placed the first lift of hot mix asphalt for the left turn lane and DWCO poured the curb and gutter at the Great Oaks intersection.

07/01/2011: The contractor continues to place embankment on the roadway and construct wingwalls and concrete aprons at the end of the cross drainage structures. Subcontractor APAC placed the remaining lift of hot mix asphalt for the added left turn lane at Great Oaks.



Design Engineer: Klotz Associates
Contractor: Dan Williams Company
Construction Observation:
Greg Jenkins, HDR

Williamson County
Road Bond Program

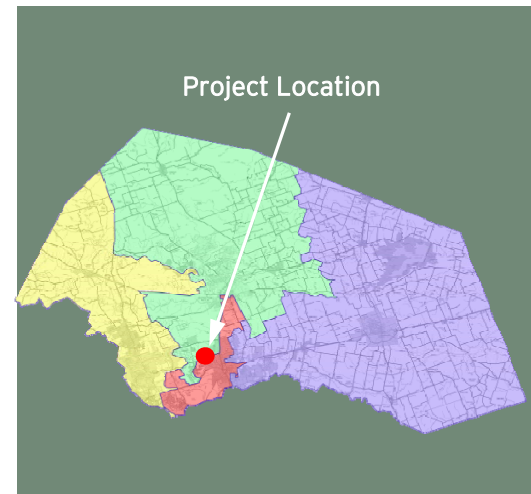


O'Connor Drive Extension (RM 620 to SH 45)

Project No. 11WC906

Original Contract Price = \$5,742,529.92

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
	2/8/2011	4/4/2011	4/6/2011	4/12/2012		365	0	365	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	4/1/2011	4/30/2011	17	\$286,628.40	\$286,628.40	\$31,847.60	\$31,847.60	6	5
2	5/1/2011	5/31/2011	31	\$560,496.09	\$847,124.49	\$62,277.34	\$94,124.94	16	13
3	6/1/2011	6/1/1931	30	\$402,076.47	\$1,249,200.96	\$44,675.17	\$138,800.11	24	21
Adjusted Price =									\$5,742,529.92



CR 174 (Hairy Man Rd.) @ Brushy Creek

(Bridge Rail Repair)

Project Length: 0.081 mi

Roadway Classification: Local Collector

Roadway Section: Two-lane undivided

Project Schedule: May 2011 - June 2011

Estimated Construction Cost: \$186K



JUNE 2011 IN REVIEW

06/03/2011: Patin Construction completed all repairs to the bridge slab and curb. The contractor placed forms and poured the west bridge railing. Patin is placing forms for the east bridge railing.

06/10/2011: Patin Construction placed forms and poured the east bridge railing and rail foundation. The contractor placed formwork for the railing on the southeast corner.

06/17/2011: Patin Construction completed all concrete pours for rail foundations, parapets and walls on the project. Subcontractor Roadway Specialties installed the metal beam guard fence and end treatments. Patin Construction is placing forms and pouring the mow strips under the guard rails.

06/24/2011: Patin Construction completed the majority of the rail retrofit work. The contractor is completing concrete finishing on the rail and backfilling the guardrail mow strip. Patin is cleaning up the project.

07/01/2011: The project was substantially complete as of 6/20/2011. A ribbon cutting was held on 7/1/2011 at 10:00am.



Design Engineer: HNTB Corporation
Contractor: Patin Construction Co.
Construction Inspection:
Jerry Jansen, Williamson County

Williamson County
Road Bond Program



PRIME
STRATEGIES,
INC.

CR 174 (Hairy Man Rd.) @ Brushy Creek**Project No. 11WC911**

Original Contract Price = \$186,373.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
	4/6/2011	5/19/2011	5/19/2011	6/21/2011		30	0	30	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	5/19/2011	5/31/2011	8	\$91,654.20	\$91,654.20	\$10,183.80	\$10,183.80	55	27
7/1/2011	Comments -	Substantial Completion was issued on 07/07/2011. All punchlist items have been completed and HNTB will begin closeout process.							
Adjusted Price =								\$186,373.00	

PRECINCT 2

COMMISSIONER LONG

Under Construction / Bidding

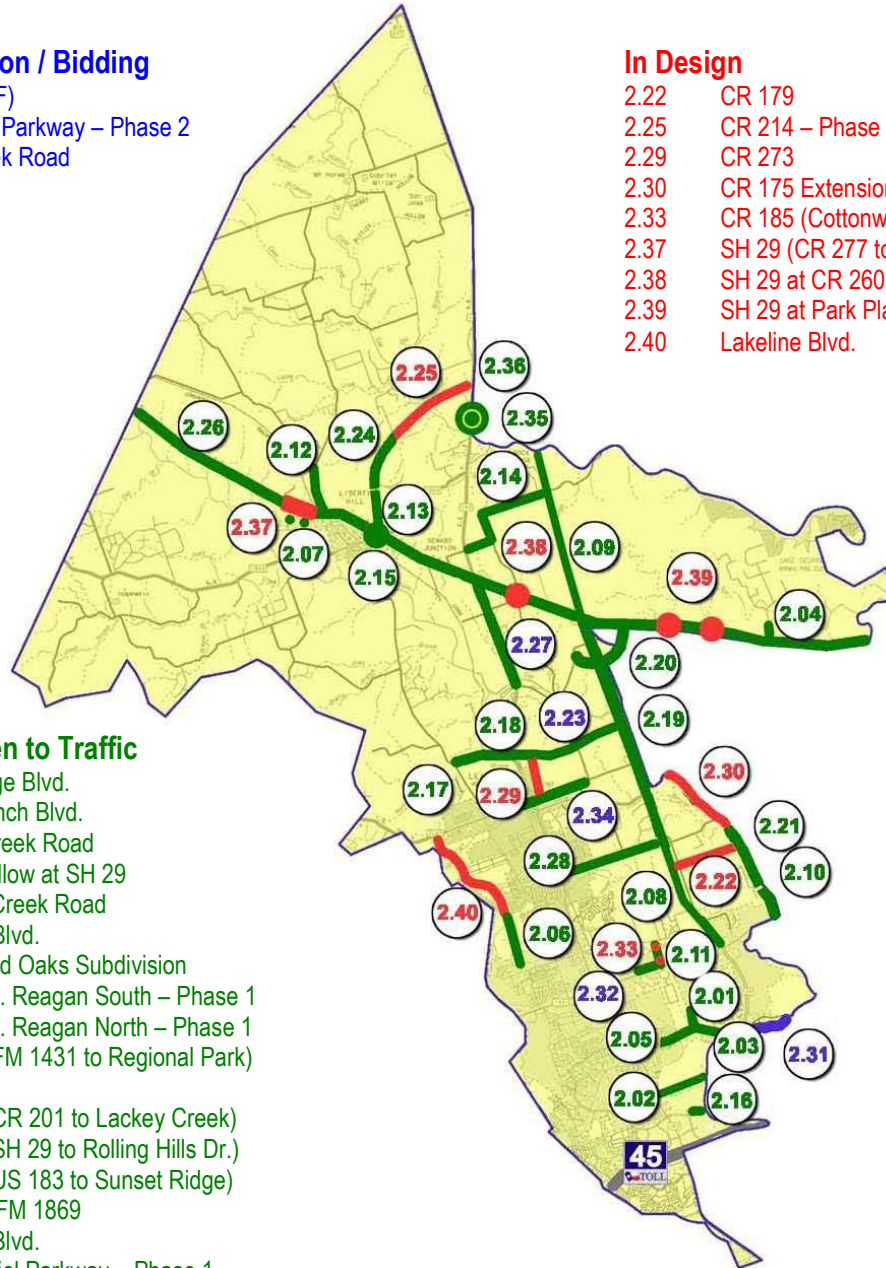
- 2.27 US 183 (PTF)
- 2.23 San Gabriel Parkway – Phase 2
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.34 Hero Way

In Design

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

Completed/Open to Traffic

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



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

Original Contract Price = \$15,857,326.54

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

7/1/2011 Comments - The Contractor has completed all items added under Change Order No. 24. HNTB will resume Project Close-Out. The Record Drawings have been received from the Contractor, reviewed, and found to be complete and accurate.

Change Order Number	Approved	Cost This CO	Total COs
01	2/14/2006	-2,114,062.05	-2,114,062.05
3C - County Convenience. Implementation of a Value Engineering finding. Pavement design was changed to a 2.5" TY C HMAC over a 15" Flexible Base section for the main lanes. Due to change in pavement design, excavation & embankment quantities were also revised.			
Change Order Number	Approved	Cost This CO	Total COs
02	2/14/2006	-192,122.88	-2,306,184.93
3C - County Convenience. Implementation of a Value Engineering finding. As a result of the value engineering process, unit prices for the 6x3 and 7x3 box culvert items were adjusted as mutually agreed to by Williamson County and Ranger Excavating.			
Change Order Number	Approved	Cost This CO	Total COs
03	5/18/2006	12,444.00	-2,293,740.93
2J - Differing Site Conditions (unforeseeable) (other). A residence within the ROW that was scheduled for demolition was found to have asbestos. Extra expenses were incurred by the Contractor for asbestos removal.			
Change Order Number	Approved	Cost This CO	Total COs
04	7/11/2006	128,440.00	-2,165,300.93
6D. Untimely ROW/Utilities. Other. Steel encasement pipe for future waterline for the City of Leander added at sta. 227+10, sta. 241+70, sta. 262+00, sta. 262+10. Utility plans were not incorporated into PS&E at the time of letting.			
Change Order Number	Approved	Cost This CO	Total COs
05	9/5/2006	111,179.80	-2,054,121.13
1A: Design error or Omission. Incorrect PS&E. Original plans did not account for the channel crossing at the proposed driveway location. A box culvert was added for the drainage design. Fifteen (15) days were added to the Contract schedule.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	8/17/2006	8,493.37	-2,045,627.76
2C: New Development - Conditions changing after PS&E completed. 2D: Environmental Remediation. During the clearing and grubbing of ROW, two abandoned water wells and one abandoned septic tank were discovered and needed to be properly removed.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	8/29/2006	59,041.60	-1,986,586.16
4B: Third Party requested work. Per the terms of the real estate contract agreement, the County must provide a driveway for the landowner. 6D: Untimely ROW. The real estate contract agreement was not finalized until after the contract plans were complete and the project was let. Fifteen (15) days were added to the			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	9/5/2006	218,894.00	-1,767,692.16
6D: Untimely ROW/Utilities. 6D-Other. Chisholm Trail waterline relocations were not incorporated into the plans prior to contract award. Thirty (30) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	2/7/2007	8,360.00	-1,759,332.16
4B: Third Party Accommodation - Third party requested work. The County and the property owner agreed to temporary fencing at the driveways and culvert locations to facilitate the construction of the roadway. This change order provides compensation to the property owner for installation of temporary special fencing around the easements, and its removal once the driveway and culvert construction is complete, allowing the permanent fencing to be installed.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	3/27/2007	205,000.00	-1,554,332.16
3M: County Convenience. Other. The one-course surface treatment will be added due to the deletion of the 4.5" of Type B asphalt requested by Williamson County as part of the pavement design section revision.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	3/21/2007	10,577.00	-1,543,755.16
6C: Untimely ROW/Utilities. Utilities not Clear. The location of water lines on the plans did not match actual field conditions. Additional effort was required to perform exploratory work and additional water line relocations.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	4/20/2007	2,530.00	-1,541,225.16
6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). New fencing was added for the drainage easement on the north and south sides of Hwy 29 for the stock pass extension.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	7/5/2007	-12,050.34	-1,553,275.50
4B: Third Party Accommodation. Third Party requested work. Realigned driveway to avoid taking out unnecessary trees on the Lamb property. 6D: Untimely ROW/Utilities. Other. Move Densford's driveway back to CL Sta. of 279+00 to avoid power pole in the proposed driveway location of Sta. 280+00.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	7/12/2007	81,502.00	-1,471,773.50
4B: Third Party Accommodation. Third Party requested work. Installation of steel sleeves for future utilities at property owner's request, per terms of the real estate contract agreement. Twenty-five (25) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
15	9/17/2007	4,010.38	-1,467,763.12
4B: Third Party Accommodation. Third party requested work. Driveways relocated and a drainage pipe added to one location. Twenty (20) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
16	8/15/2007	29,117.00	-1,438,646.12
2J: Differing Site Conditions. Other. Existing groundwater within the strata below the proposed roadway is resulting in soft subgrade conditions. A geotechnical investigation was completed to assess the problem and a rock filter system was developed to mitigate the groundwater problem. This change order provides compensation for the extra time and work associated with the revision. Ninety-three (93) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
17	10/31/2007	7,424.20	-1,431,221.92
1B: Design Error or Emission. Other. Metal Beam Guard Fence transitions were not included as a bid item even though they show to be installed on plans. This change order provides payment for the transitions. 2E: Differing Site Conditions. Miscellaneous Difference in Site Conditions. In order to construct certain driveways, a small amount of fencing was removed while various amounts of temporary and permanent fencing will need to be installed. Five (5) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
18	11/19/2007	0.00	-1,431,221.92
5E: Contractor Convenience. Other. The Owner may elect to reduce the contract retainage to 5% upon completion of 50% of the value of the work in keeping with current industry standard practice. The Owner may elect to further reduce the contract retainage to 2% upon issuance of the Certificate of Substantial Completion.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
19	1/8/2008	15,628.50	-1,415,593.42
1B: Design Error or Emission. Other. Signal layout information for FM 2243 intersection was excluded from plans. Contractor had to remove and replace existing traffic detectors and pull boxes in order to construct a portion of roadway. Two (2) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
20	1/30/2008	24,887.96	-1,390,705.46
2J: Differing Site Conditions. Other. This change order provides compensation for the extra time and work associated with revisions to mitigate the groundwater problem in the northbound lanes of Reagan Blvd, following the same strategy developed for the southbound lanes of Reagan Blvd under Change Order No. 16. 4B: Third Party Accommodation. Third Party Requested Work. Provides compensation for the removal of entrance walls and capping gate columns on the Fisher property. 3F: County Convenience. Additional work required by the County. Provides compensation for removal of Parmer Ln sign at the intersection of Reagan Blvd and RM 2243. Seven (7) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
21	1/29/2008	106,465.66	-1,284,239.80
2J: Differing Site Conditions. Other. Change Order #16 (attached) added ninety-three (93) days to the Contract schedule. The change in the Contract schedule delayed the Contractor's planned paving schedule. As a result of the delay, the Contractor was unable to hold the bid prices for asphalt materials. This Change Order provides for a fair and equitable price increase for asphalt material items.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
22	7/8/2008	8,930.00	-1,275,309.80
3M: County Convenience. Other. Property owner's fence was located in the middle of the new ditch line. To prevent future damage to the fence, it was moved into the County's ROW and a water gap was installed. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions. In order to maintain the proper slope at certain driveways, the Contractor demoed SET's and extended driveway pipes to accommodate wider driveways.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
23	TBD	TBD	-1,275,309.80
This Change Order (the balancing change order) will be revised and processed after all work added under Change Order No. 24 is completed.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
24	9/22/2009	158,657.05	-1,116,652.75
3F: County Convenience. Additional Work Desired by the County. Additional erosion control work is required at the South Fork of the San Gabriel River. The revised plans will meet TCEQ guidelines.			

Adjusted Price = \$14,740,673.79

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

Original Contract Price = \$1,854,291.16

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

7/1/2011 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 2/12/2010. All punchlist items are complete except grass growth.

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

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

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

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

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

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

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

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

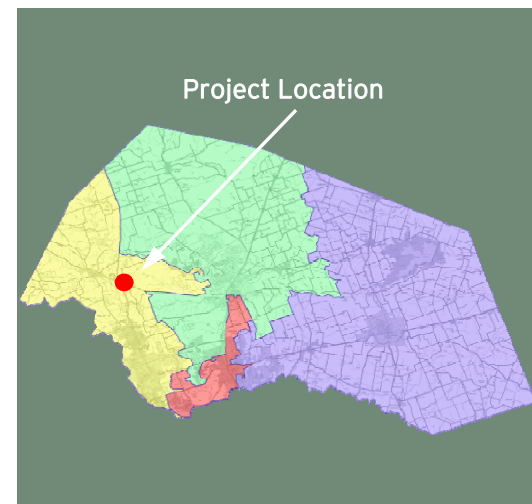
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	3/23/2010	1,947.84	20,115.43

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

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

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

Adjusted Price = \$1,884,730.59



PASS THROUGH FINANCING PROJECT US 183

(Riva Ridge Road to SH 29)

Project Length: 4.3 Miles

Roadway Classification: Principal Arterial

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

Structures: Two four-lane bridges and bridge class culverts

Project Schedule: December 2009 - December 2012

Estimated Construction Cost: \$15.4 Million



JUNE 2011 IN REVIEW

06/03/2011: DWCO completed the upstream headwall on Structure 5 and is excavating and setting forms for the footing on the downstream headwall. Subcontractor Apac placed the prime coat from the southbound bridge to the south tie-in. Subcontractor Environmental Safety Services is installing permanent sign foundations and signs along the southbound lanes.

06/10/2011: Subcontractor Apac placed type C hot mix asphalt from River Run to the south on the southbound lanes. DWCO is placing concrete for the southbound bridge rail. The Contractor placed the RCP extension at River Run and installed the siphons at the Haz Mat Traps for the southbound bridge.

06/17/2011: DWCO is placing concrete for the downstream headwall on Culvert 5. The Contractor switched the southbound traffic onto the southbound lanes from the north end of the project to south of Mourning Dove. Environmental Safety Services is installing MBGF on the southbound bridge.

06/24/2011: DWCO is excavating and placing embankment to subgrade on the U-Turn on the south side of SH 29. The contractor is excavating for Pond 2 and installing a 30-inch RCP from Pond 2 to Structure 2 outfall.

07/01/2011: DWCO is fine grading the subgrade over Structure 5 in preparation for flex base.



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

Williamson County
Pass Through Financing Program

PASS THROUGH FINANCING: US 183 (Riva Ridge Rd to SH 29)
Project No. 09WC720 TxDOT CSJ: 0151-04-063
Original Contract Price = \$14,677,727.84

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
8/24/2009	8/25/2009	12/21/2009	12/23/2009	12/18/2012		627	0	627
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>	
1	12/21/2010	12/31/2010	0	\$135,503.26	\$135,503.26	1	0	
2	1/1/2010	1/31/2010	0	\$519,553.82	\$655,057.08	4	0	
3	2/1/2010	2/28/2010	0	\$336,428.93	\$991,486.01	6	0	
4	3/1/2010	3/31/2010	0	\$1,038,867.35	\$2,030,353.36	13	0	
5	4/1/2010	4/30/2010	0	\$1,182,431.16	\$3,212,784.52	21	0	
6	5/1/2010	5/31/2010	0	\$524,006.54	\$3,736,791.06	24	0	
7	6/1/2010	6/30/2010	8	\$488,883.31	\$4,225,674.37	28	1	
8	7/1/2010	7/31/2010	21	\$531,298.23	\$4,756,972.60	31	5	
9	8/1/2010	8/31/2010	22	\$1,365,257.56	\$6,122,230.16	40	8	
10	9/1/2010	9/30/2010	21	\$668,797.43	\$6,791,027.59	44	11	
11	10/1/2010	10/31/2010	22	\$431,568.09	\$7,222,595.68	47	15	
12	11/1/2010	11/30/2010	21	\$830,315.07	\$8,052,910.75	52	18	
13	12/1/2010	12/31/2010	22	\$392,245.23	\$8,445,155.98	55	22	
14	1/1/2011	1/31/2011	20	\$475,168.87	\$8,920,324.85	58	25	
15	2/1/2011	2/28/2011	22	\$583,560.35	\$9,503,885.20	62	29	
16	3/1/2011	3/31/2011	23	\$935,998.66	\$10,439,883.86	68	32	
17	4/1/2011	4/30/2011	21	\$915,360.63	\$11,355,244.49	74	36	
18	5/1/2011	5/31/2011	21	\$293,897.93	\$11,649,142.42	76	39	
19	6/1/2011	6/30/2011	22	\$384,991.77	\$12,034,134.19	78	42	

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

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

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

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

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

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

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

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

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	2/11/2011	56,647.61	230,921.78

2E: Differing Site Conditions. Miscellaneous differences in site conditions (unforeseeable). This change order provides payment to reimburse the contractor for costs associated with addressing unanticipated soil conditions in Parcel 1. The work items included construction of a French drain, over-excavating the area and replacing the upper layer of high plasticity materials with low plasticity materials directly under the pavement section, and pumping water from the over-excavation of saturated clays until the French drain was in service.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	2/11/2011	2,061.71	232,983.49
1A: Design Error or Omission. Incorrect PS&E. This change order provides payment to reimburse the contractor for costs associated with constructing Water Quality Pond No. 3. The pond was originally excavated using 100% submittal construction plans. After the pond was excavated, it was determined the plans had not been updated with revised offsets to allow for the HazMat Trap linear trench that was added.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	2/11/2011	5,063.90	238,047.39
2J: Differing Site Conditions (unforeseeable). Other. This change order provides payment to reimburse the contractor for costs associated with the removal and repair of Metal Beam Guard Fence at the southeast corner of the existing South San Gabriel River bridge, which was damaged by a errant driver on August 2, 2010			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	2/11/2011	-10,227.50	227,819.89
3H: County Convenience. Cost savings discovered during construction. The originally designed pavement sections for driveways required 2 inches of Stone Matrix Asphalt (SMA) as a surface layer. It was determined that Type C Hot Mix Asphalt Concrete could be substituted at a cost savings, while providing a more typical pavement section for the driveways.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	2/11/2011	13,768.16	241,588.05
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). The original bore for the 30 inch encasement pipe for Waterline C had to be abandoned under CR 263 due to relocation of Waterline C 19 LF to the east to avoid the new construction crossing underneath the existing live waterline near the Mourning Dove intersection. Relocation of the CR 263 encasement would be safer and more cost efficient as it is a straight linear segment, and does not require additional fittings or hand excavation under the existing waterline.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	2/11/2011	235,322.81	476,910.86
1A: Design Error or Omission; Incorrect PS&E. This change order compensates the contractor for the work associated with the placement of hot mix asphalt concrete and embankment for temporary pavement on the project. The contract documents have no provisions for payment of construction of the required temporary pavement. These are plan items that were inadvertently omitted from the bid quantities by the design engineer, not additional work added after construction commenced.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	3/8/2011	15,366.89	492,277.75
3F: County Convenience. Additional work desired by the County. To improve northbound traffic flow, a left turn bay will be added to the Signal Hill Northbound Detour. The addition of the left turn bay will be accomplished by revising striping to shift the two northbound lanes to the east. The change order cost includes all items to place the striping back to its original configuration at the time the detour is removed.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	4/8/2011	1,824.60	494,102.35
4B: Third Party Accommodation. Third Party requested work. This change order is to compensate the contractor for placing a six inch thick cap over an existing 18" waterline in the west ditch line. The cap is required by CTSUD, where they have determined the new ditch lines do not provide the 36 inches of cover they require and will allow the 18" waterline to remain in place without being lowered.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
15	4/8/2011	19,950.00	514,052.35
3I: County Convenience. Implementation of improved technology or better process. This change order will compensate the contractor for installing soil retention blankets to further strengthen and supplement the erosion control measures on the project. The original contract SW3P plans did not include the use of soil retention blankets.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
16	5/5/2011	8,337.84	522,390.19
1A: Design Error or Omission. Incorrect PS&E. This change order will compensate the contractor to salvage, install and remove box culverts at the south end of the new double 24" RCP cross culvert under the new Mourning Dove Lane crossover, including replacing the pavement temporarily to maintain access.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
17	5/13/2011	28,718.48	551,108.67
2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This change order compensates the contractor for repairing, lowering and encasing a portion of a CTSUD waterline damaged during construction of Detour 1. The existing 12" waterline location and elevation was in conflict with both the flowline of the ditches for the Detour and the subgrade under the Detour 1 pavement.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
18	5/24/2011	1,384.23	552,492.90
1B: Design Error or Omission. Other. This change order is to compensate the contractor by lump sum for the reconstruction of the American Dream RV driveway on Crider Lane, which was inadvertently left out of the design plans.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
19	5/24/2011	17,868.14	570,361.04
2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). Detour 1 was widened to four lanes and traffic was switched to two-way in order to avoid conflicts with AT&T. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This change order it to compensate the contractor for detour changes associated with River Run, Detour 2, Signal Hill, and Detour 1. Changes included the reduction of pavement thickness, the lengthening of the RCP, and the addition of modified MBGF and box culverts.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
20	5/24/2011	18,810.49	589,171.53

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This change order is to compensate the contractor for additional temporary signs and traffic control devices necessary for added Traffic Control Plan Phase 2, Steps 4 and 5.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
21	5/25/2011	36,654.00	625,825.53

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 .

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
22	5/26/2011	34,265.85	660,091.38

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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
23	5/24/2011	11,264.05	671,355.43

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This change order is to compensate the contractor for pavement striping related work items due to delays in utility adjustments and unknown utility conflicts which necessitated revisions to the Traffic Control Plans, including the installation of work zone, water based, non-removable striping, arrows, words, and yield triangles. Also included is the addition of removable arrows and words markings.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
24	6/24/2011	15,057.00	686,412.43

1A: Design Error or omission. Incorrect PS&E This change order provides payment to the contractor for work to add an encasement pipe to Waterline D under the entrance to First Texas Bank and to relocate the water service. These items were inadvertently left out of the original design plans.

Adjusted Price = \$15,364,140.27

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

Original Contract Price = \$1,183,999.03

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/30/2009	10/13/2009	12/8/2009	12/8/2009	1/7/2011		227	0	227	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	11/1/2009	11/30/2009	0	\$2,126.46	\$2,126.46	\$236.27	\$236.27	0	0
2	12/1/2009	12/31/2009	0	\$10,980.83	\$13,107.29	\$1,220.10	\$1,456.37	1	0
3	1/1/2010	1/31/2010	0	\$36,651.83	\$49,759.12	\$4,072.42	\$5,528.79	5	0
4	2/1/2010	2/28/2010	0	\$86,671.56	\$136,430.68	\$9,630.17	\$15,158.96	13	0
5	3/1/2010	3/31/2010	0	\$96,350.11	\$232,780.79	\$10,705.57	\$25,864.53	22	0
6	4/1/2010	4/30/2010	0	\$88,166.92	\$320,947.71	\$9,796.33	\$35,660.86	31	0
7	5/1/2010	5/31/2010	0	\$97,359.40	\$418,307.11	\$10,817.71	\$46,478.57	34	0
8	6/1/2010	7/31/2010	37	\$121,881.81	\$540,188.92	\$13,542.42	\$60,020.99	47	16
9	8/1/2010	8/31/2010	31	\$87,795.45	\$627,984.37	\$9,755.05	\$69,776.04	54	30
10	9/1/2010	9/30/2010	30	\$90,230.70	\$718,215.07	\$10,025.63	\$79,801.67	56	43
11	10/1/2010	10/31/2010	31	\$99,855.94	\$818,071.01	\$11,095.11	\$90,896.78	64	57
12	11/1/2010	11/30/2010	30	\$92,871.10	\$910,942.11	\$10,319.01	\$101,215.79	71	70
13	12/1/2010	12/31/2010	31	\$240,285.91	\$1,151,228.02	-\$40,624.84	\$60,590.95	90	84

7/1/2011 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 1/28/2011. All punchlist items are complete except grass growth.

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

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

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

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

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	4/27/2011	49,944.91	99,580.17

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). Contractor over excavated at landfill site after County forces removed the landfill material. The contractor then placed a clay liner, additional topsoil, and soil retention blankets for closure according to the TCEQ requirements.

2J: Differing Site Conditions (unforeseeable). Other. Concrete riprap was placed in lieu of topsoil, soil retention blankets and seeding along the backslope to prevent erosion at the cemetery on the east side of the roadway. A portion of an existing concrete driveway was also removed and replaced since it was in conflict with the proposed edge of pavement at the south tie-in of the project. 2I: Differing Site Conditions (unforeseeable). Additional safety needs (unforeseeable). Additional traffic control devices were needed for the traffic switch due to field conditions.

Adjusted Price = \$1,283,579.20

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

Original Contract Price = \$379,185.10

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/19/2009	12/1/2009	3/1/2010	3/11/2010	5/25/2010		90	0	90	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	3/1/2010	3/31/2010	21	\$70,319.79	\$70,319.79	\$7,813.31	\$7,813.31	19	23
2	4/1/2010	6/15/2010	55	\$298,405.71	\$368,725.50	-\$288.30	\$7,525.01	94	84

7/1/2011 Comments - Final Completion was issued on 3/10/2011. Final project closeout is in process.

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

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

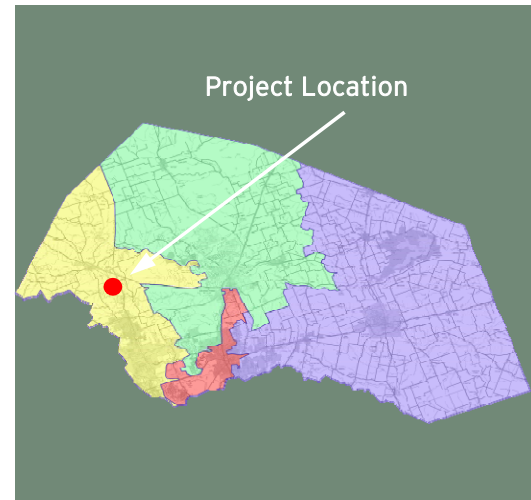
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	5/20/2011	10,033.33	16,732.18

2F: Differing Site Conditions (unforeseeable). Site conditions altered by an act of nature. This changes order provides payment to the Contractor to regrade, reseed, and reinstall the erosion control devices on the project due to a heavy rain event in September 2010.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	5/24/2011	6,374.01	23,106.19

3M: County Convenience. Other. As required by Item 341, this change order adds a pay item to adjust the amount of compensation to be paid to the contractor in proportion to the quality of the final asphalt produced and placed on the project.

Adjusted Price = \$402,291.29



HERO WAY

(US 183 to CR 269)

Project Length: 1.3 Miles

Roadway Classification: Urban Collector

Roadway Section: Four-Lane Roadway

Project Schedule: February 2011 - April 2012

Estimated Construction Cost: \$4.2 Million



JUNE 2011 IN REVIEW

06/03/2011: DNT continues to excavate for the bridge footings. Subcontractor Greater Austin poured two of the four bridge footings. DNT is grading subgrade from the west end to Brushy Creek. The contractor installed 200 LF of 24 inch steel encasement at the CR 273 intersection.

06/10/2011: DNT is installing a 24 inch RCP for driveways along the north side of the roadway. Greater Austin poured the remaining four bridge footings.

06/17/2011: DNT installed a 24 inch steel encasement on the west side of 183A southbound lanes and a 36 inch steel encasement on the east side of the 183A northbound lanes. The contractor is excavating for curb inlets along the edge of roadway. Greater Austin is grading and tying steel for the floor on the curb inlets at the west end of the project.

06/24/2011: DNT installed three 24 LF x 10 LF arches for the precast arch bridge at Brushy Creek.

07/01/2011: DNT is backfilling the outside walls of the bridge at Brushy Creek. DNT is also pouring the leveling pads for the downstream MSE walls. Greater Austin is continuing to pour the walls for the curb inlets west of Brushy Creek.



Design Engineer: Pape-Dawson
Contractor: DNT Construction
Construction Observation:
Steven Shull, HNTB Corporation
Kenneth Marek, Williamson County

Williamson County
Road Bond Program



PRIME
STRATEGIES,
INC.

Hero Way (US 183 to CR 269)**Project No. 10WC823**

Original Contract Price = \$4,232,522.80

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/28/2010	12/15/2011	2/1/2011	2/3/2011	4/1/2012		365	0	365	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/1/2011	2/28/2011	0	\$188,841.24	\$188,841.24	\$20,982.36	\$20,982.36	5	0
2	3/1/2011	3/31/2011	0	\$184,032.05	\$372,873.29	\$20,448.01	\$41,430.37	10	0
3	4/1/2011	4/30/2011	0	\$152,816.07	\$525,689.36	\$16,979.56	\$58,409.93	14	0
4	5/1/2011	5/31/2011	0	\$174,343.03	\$700,032.39	\$19,371.45	\$77,781.38	18	0
5	6/1/2011	6/30/2011	0	\$409,176.00	\$1,109,208.39	\$45,464.00	\$123,245.38	29	0

Change Order Number

01

Approved

4/26/2011

Cost This CO

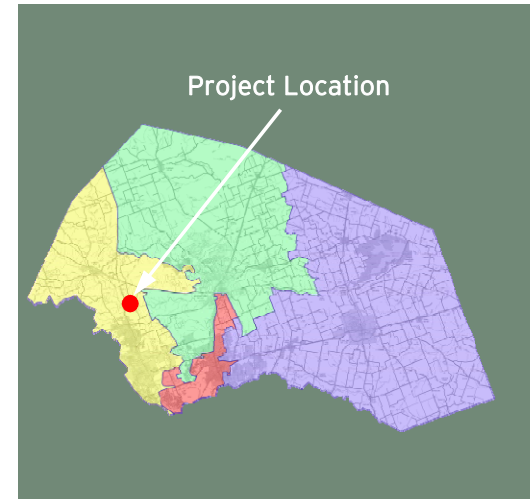
10,399.12

Total COs

10,399.12

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This change order provides payment to the Contractor for installing woven wire fencing instead of bared wire fencing due to the type of adjacent livestock. The contractor will also install additional fencing for the Temporary Grading Easement and three water gaps across Brushy Creek to prevent the livestock from accessing the ROW during construction. 1A: Design Error or Omission. Incorrect PS&E. The contract quantity for Temporary Sediment Control Fence is being increased to match the quantity shown on the SW3P plans.

Adjusted Price = \$4,242,921.92



SAN GABRIEL PARKWAY, PHASE II (183A TO CR 270)

Project Length: 0.9 Miles
Roadway Classification: Urban Collector
Roadway Section: Two-lane roadway

Project Schedule: April 2011 - November 2011
Estimated Construction Cost: \$1.2 Million



JUNE 2011 IN REVIEW

06/03/2011: Ranger is hauling excess material off site. Subcontractor Chasco completed the concrete rip rap on the upstream end of Culvert C. Subcontractor Empire Fence is continuing to drill holes and set pipe for the braces and posts along the ROW.

06/10/2011: Ranger is hauling excess material off site and breaking rock in the ditches and high spots in the subgrade.

06/17/2011: Subcontractor Roadway Specialties placed the rock rip rap at the outfall ends of Culverts A, B, and C. Ranger is grading slopes at the outfalls along the edges of rip rap. Subcontractor Empire Fence is stretching the wire for the fence along the easement on the north side of the project.

06/24/2011: Ranger is grading subgrade from 183A to the east side of Culvert A. Subcontractor Empire Fence is continuing to stretch the wire for the fence along the easement on the north side of the project.

07/01/2011: Ranger is processing the first course of flex base from 183A to Culvert B. Subcontractor Empire Fence completed the installation of the wire for the fences along the ROW and they are currently installing the gates.



Design Engineer: Malone/Wheeler
Contractor: Ranger Excavating
Construction Inspection:
Kenneth Marek, Williamson County

Williamson County
Road Bond Program

San Gabriel Parkway, Phase II (183A to CR 270)**Project No. 11WC903**

Original Contract Price = \$1,182,680.88

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
	2/1/2011	4/19/2011	4/21/2011	11/26/2011		220	0	220	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	4/1/2011	4/30/2011	3	\$152,687.25	\$152,687.25	\$16,965.25	\$16,965.25	14	1
2	5/1/2011	5/31/2011	31	\$268,738.47	\$421,425.72	\$29,859.83	\$46,825.08	40	15
3	6/1/2011	6/30/2011	30	\$61,597.80	\$483,023.52	\$6,844.20	\$53,669.28	45	29

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/24/2011	0.00	0.00

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. This change order allows a substitution from density controlled embankment to ordinary compaction embankment with no additional cost to the County. Due to inconsistent material types on the project, the contractor is experiencing difficulty obtaining passing density tests.

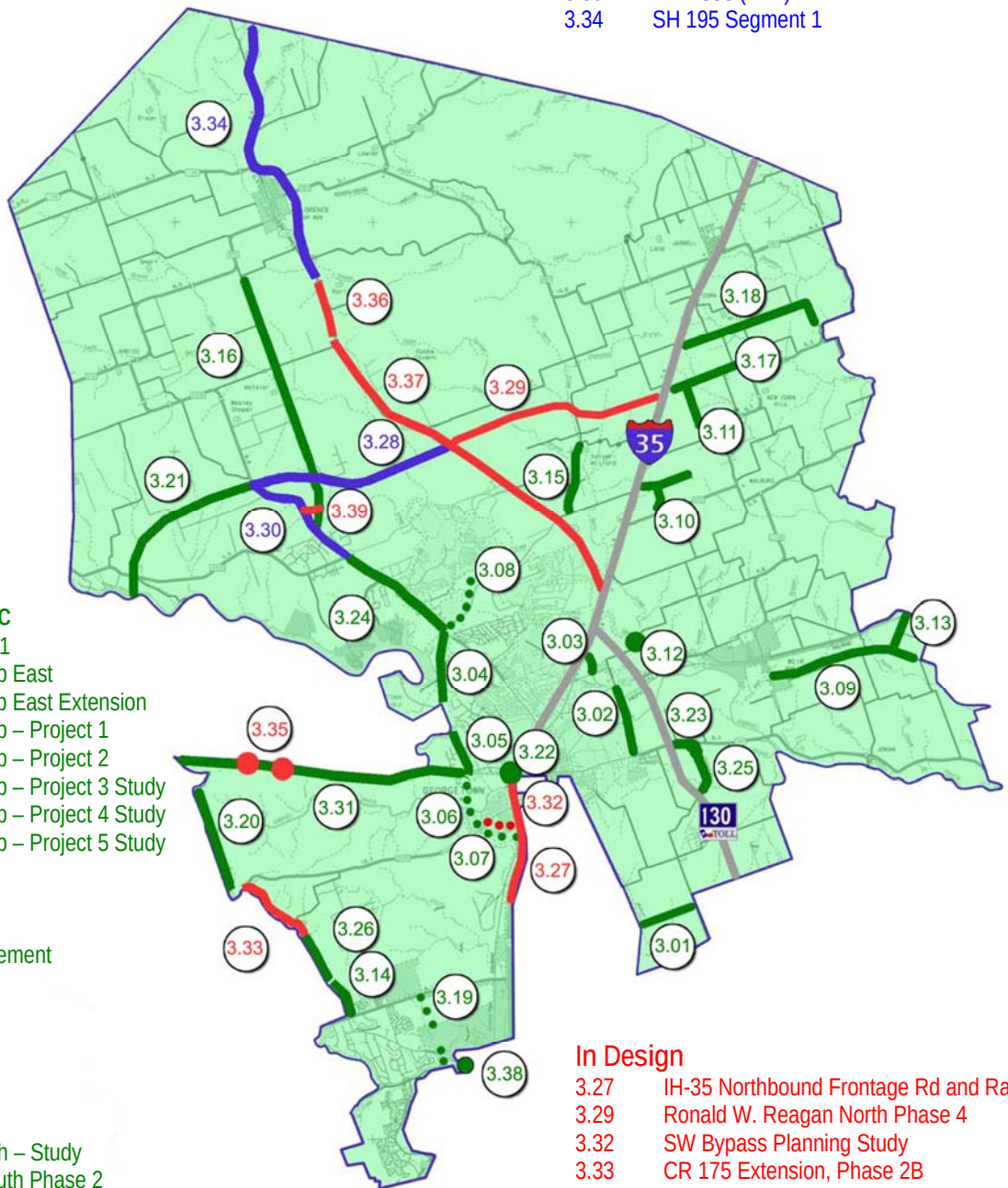
Adjusted Price = \$1,182,680.88

PRECINCT 3

COMMISSIONER COVEY

Under Construction / Bidding

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



Completed/Open to Traffic

- 3.01 Chandler Rd. – Phase 1
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study
- 3.07 Georgetown Inner Loop – Project 4 Study
- 3.08 Georgetown Inner Loop – Project 5 Study
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.19 Wyoming Springs North – Study
- 3.20 Ronald W. Reagan South Phase 2
- 3.21 Ronald W. Reagan North Phase 2
- 3.22 IH-35 @ SH 29 Turnarounds (PTF)
- 3.23 SH 29/CR 104 – Phase 1
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.26 CR 175 Extension Phase 2A
- 3.31 SH 29 Improvements Study & Schematic
- 3.38 CR 174 (Hairy Man Rd) Bridge Rail Rehab

In Design

- 3.27 IH-35 Northbound Frontage Rd and Ramps
- 3.29 Ronald W. Reagan North Phase 4
- 3.32 SW Bypass Planning Study
- 3.33 CR 175 Extension, Phase 2B
- 3.35 SH 29 at Park Place Dr & Jack Nicklaus Blvd
- 3.36 SH 195 Segment 2
- 3.37 SH 195 Segments 3 & 4
- 3.39 CR 245 Realignment

Williams Drive (DB Wood Rd to FM 3405)
Project No. 09WC706

Original Contract Price = \$11,464,068.41

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion Due</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/17/2008	1/20/2009	3/2/2009	3/16/2009	2/28/2011		570	133	703
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
	1	3/1/2009	3/31/2009	16	\$409,766.45	\$409,766.45	3	2
	2	4/1/2009	4/30/2009	30	\$275,352.93	\$685,119.38	5	7
	3	5/1/2009	5/31/2009	30	\$780,300.96	\$1,465,420.34	11	11
	4	6/1/2009	6/30/2009	30	\$409,988.45	\$1,875,408.79	13	15
	5	7/1/2009	7/31/2009	30	\$439,814.28	\$2,315,223.07	16	19
	6	8/1/2009	8/31/2009	31	\$748,866.19	\$3,064,089.26	20	24
	7	9/1/2009	9/30/2009	30	\$1,044,554.30	\$4,108,643.56	27	28
	8	10/1/2009	10/31/2009	31	\$560,440.65	\$4,669,084.21	36	32
	9	11/1/2009	11/30/2009	28	\$489,651.00	\$5,158,735.21	41	36
	10	12/1/2009	12/31/2009	30	\$347,909.60	\$5,506,644.81	45	41
	11	1/1/2010	1/31/2010	30	\$236,560.28	\$5,743,205.09	48	45
	12	2/1/2010	2/28/2010	28	\$255,322.06	\$5,998,527.15	50	49
	13	3/1/2010	3/31/2010	31	\$258,010.86	\$6,256,538.01	54	53
	14	4/1/2010	4/30/2010	30	\$212,301.25	\$6,468,839.26	56	58
	15	5/1/2010	5/31/2010	30	\$417,038.91	\$6,885,878.17	58	62
	16	6/1/2010	6/30/2010	30	\$528,804.07	\$7,414,682.24	61	66
	17	7/1/2010	7/31/2010	30	\$252,045.70	\$7,666,727.94	63	70
	18	8/1/2010	8/31/2010	31	\$849,838.78	\$8,516,566.72	70	75
	19	9/1/2010	9/30/2010	29	\$726,706.61	\$9,243,273.33	69	79
	20	10/1/2010	10/31/2010	31	\$974,180.24	\$10,217,453.57	76	83
	21	11/1/2010	11/30/2010	29	\$1,146,780.24	\$11,364,233.81	84	87
	22	12/1/2010	12/31/2010	30	\$786,049.59	\$12,150,283.40	90	92
	23	1/1/2011	1/31/2011	30	\$297,612.45	\$12,447,895.85	92	96
	24	2/1/2011	2/28/2011	28	\$245,840.70	\$12,693,736.55	94	100
	25	3/1/2011	3/31/2011	0	\$172,843.13	\$12,866,579.68	96	100
	26	4/1/2011	4/30/2011	0	\$152,128.70	\$13,018,708.38	97	100

7/1/2011 Comments - Subcontractor Austin Traffic Signal bored conduit runs for the illumination at FM 3405. JC Evans (JCE) is working on the completion of the punchlist items. GEC is coordinating with the City of Georgetown to schedule a walkthrough.

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

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

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

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

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

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

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

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

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	3/23/2010	18,759.00	709,740.31
4B: Third Party Accommodation. Third party requested work. This change order adds a 24" gate valve to the project at the request of Chisholm Trail Special Utility District on Waterline D at Sta. 8+20.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	3/23/2010	6,427.15	716,167.46
2: Differing Site Conditions. 2D: Environmental remediation 2G: Unadjusted utility (unforeseeable). This change order adds items to pay for work necessary to clear existing features for installation of the CTSUD 24" Waterline C. The waterline installation encountered an unknown geological feature at Sta. 559+00 Right, and an abandoned City wastewater manhole and City waterline vault near Sta. 601+00 at Woodlake Drive.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	3/23/2010	2,307.03	718,474.49
6C: Untimely ROW/Utilities. Utilities not clear. This change order adds a pay item for backfilling holes in the new roadway alignment (in the future shoulder) that were left behind when the telephone poles were removed.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	7/1/2010	8,051.71	726,526.20
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for additional work to excavate and backfill an existing trench that is in conflict with the proposed 24" waterline assignment of Waterline C from Sta. 92+00 to 96+00. CTSUD has approved and agreed to pay for this work.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	8/18/2010	9,165.00	735,691.20
2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). and 3L. County Convenience. Revising safety work/measures desired by the County. This change order adds the removal of existing concrete valley gutters at the intersections of: (1) Williams Drive and Woodlake Drive and (2) Williams Drive and Wildwood Drive.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	9/13/2010	24,846.25	760,537.45
4B: Third Party Accommodation. Third party requested work. The change order establishes a force account pay item for installation of landscape pavers in the center medians of four (4) driveways at the request of the City of Georgetown. The change order also changes the construction material of the HEB and Bank of America driveways from asphalt to concrete at the request of the City of Georgetown.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	9/13/2010	24,200.00	784,737.45
3E. County Convenience. Reduction of future maintenance. This change order adds a pay item for a soil retention blanket, including the grass seed, to control erosion along the side of the roadway and to facilitate grass establishment. The amount of drill seeding is reduced by the same area of added blanket.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	9/13/2010	3,600.00	788,337.45
4B: Third Party Accommodation. Third party requested work. This change order adds a pay item to haul Portable Concrete Traffic Barrier from the project to the TxDOT storage yard located at IH 35 and Parmer instead of the yard at IH 35 and Westinghouse Road. TXDOT requested the PCTB be delivered for storage to the Parmer location after use.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
15	11/9/2010	676,011.22	1,464,348.67
4B: Third Party Accommodation. Third party requested work. At the request of the City of Georgetown, this change order deletes the strain pole signals and adds mast arm signal assemblies, adds a fiber optic interconnection between the signals, and adds roadway improvements at the intersection of Williams Drive and DB Wood/Shell Road to match a City improvement project on DB Wood/Shell Road. Sixty-five (65) days were added to the Contract schedule.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
16	1/31/2011	4,500.00	1,468,848.67
3F: County Convenience. Additional work desired by the County. This change order compensates the contractor for signal maintenance on the existing signals that remained in use during the project. 3F: County Convenience. (Related to) Additional work desired by City of Georgetown. This change order adds 35 days to the contract due to a delay in the availability of materials for the additional signals. Refers to Change Order 15.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
17	5/10/2011	86,291.48	1,555,140.15
3M: County Convenience. Other. This change order allows Williamson County to adjust the amount of compensation to be paid to the contractor in proportion to the quality of the asphalt pavement produced and placed on the project.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
18	5/10/2011	3,638.38	1,558,778.53
3L: County Convenience. Revising safety work / measures desired by the County. This change order documents the locations on the project where the City/County Change Order Review Team approval a proposal to use Type B hot mix asphalt in lieu of flex base to increase the safety of the traveling public through the minimization of disruptions to traffic operations and long-term lane closures during the construction of the side streets.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
19	6/15/2011	35,863.48	1,594,642.01
2C: New development (conditions changing after PS&E were completed). This change order pays the contractor for revisions to the project drainage and the Bank of America driveway.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
20	6/20/2011	61,255.50	1,655,897.51

3F: County Convenience. Additional work desired by County. 4B: Third Party Accommodation. Third party requested work. The change order adds safety illumination at the intersections of Williams Drive and FM 3405 and Williams Drive and Jim Hogg Drive. Adding safety illumination at these intersections was requested by the Texas Department of Transportation and Williamson County due to the high volume of traffic at each intersection.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
21	6/24/2011	77,292.75	1,733,190.26

3L: County Convenience. Revising safety work / measures desired by the County. This change order documents overruns to metal beam guard fence and concrete rip rap pay items. These items were increased to protect and stabilize steep slopes along the roadway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
22	6/24/2011	168,550.30	1,901,740.56

3F: Third Party Accommodation. Additional work desired by the County. This change order documents overruns and underruns to items related to driveway, storm sewer pipe, safety end treatments and area inlets.

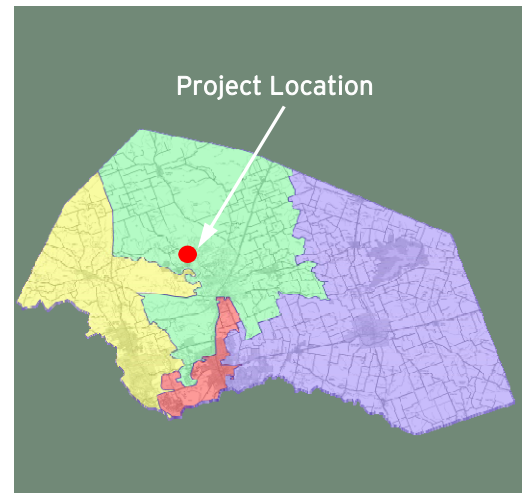
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
23	6/24/2011	40,694.60	1,942,435.16

4B: Third Party Accommodation. Third Party requested work. This change order documents overruns and under runs to existing pay items for the Chisholm Trail Special Utility District and the City of Georgetown waterlines.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
24	6/24/2011	65,088.88	2,007,524.04

3F: County Convenience. Additional work desired by the County. 3L: Revising safety work/measures desired by the County. 4B: Third Party Accommodation. Third party requested work. This change order provides for balancing the overruns and under runs to the contract bid item quantities as a result of addressing field conditions not accounted for in the original plans. This change order documents overruns and under runs to final pay quantities on the roadway construction pay items.

Adjusted Price = \$13,471,592.45



PASS THROUGH FINANCING PROJECT RM 2338 PHASE 2

(FM 3405 to Ronald Reagan Blvd)

Project Length: 3.5 Miles

Roadway Classification: Rural Minor Arterial

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

Project Schedule: June 2010 - May 2012

Estimated Construction Cost: \$8.8 Million



JUNE 2011 IN REVIEW

06/03/2011: Joe Bland Construction (JBC) paved Ty C hot mix asphalt from CR 245 to near Meadow Lane on the right side road widening and from Meadow Lane to 4T Ranch Road on the left side widening.

06/10/2011: JBC backfilled pavement edges and built temporary driveways for access to businesses. Traffic was switched onto the newly constructed portion of the roadway on June 10th and West Ridgewood is now open. Subcontractor DIJ placed the pavement markings for the new traffic pattern. Subcontractor N-Line placed the temporary signage for the traffic switch.

06/17/2011: JBC scarified portions of the old roadway that are no longer under traffic.

06/24/2011: JBC excavated to subgrade in the area of the original roadway near Ronald Reagan Blvd. The contractor poured the footing on Culvert 5.

07/01/2011: JBC has excavated to subgrade in the area of the original roadway from Ronald Reagan Blvd to CR 245 and is placing the first course of flex base in areas where the subgrade is prepared. JBC is also forming and pouring the walls on Culvert 5.



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

Williamson County
Pass Through Financing Program

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

Original Contract Price = \$8,700,198.56

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
1/13/2010	2/2/2010	5/18/2010	6/1/2010	5/6/2012		540	0	540
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>	
1	3/1/2010	3/31/2010	0	\$511,354.80	\$511,354.80	6	0	
2	4/1/2010	6/30/2010	0	\$311,911.32	\$823,266.12	9	0	
3	7/1/2010	7/31/2010	0	\$205,969.16	\$1,029,235.28	12	0	
4	8/1/2010	8/31/2010	0	\$296,658.56	\$1,325,893.84	15	0	
5	9/1/2010	9/30/2010	0	\$268,149.71	\$1,594,043.55	18	0	
6	10/1/2010	10/31/2010	0	\$387,430.62	\$1,981,474.17	23	0	
7	11/1/2010	11/30/2010	0	\$492,872.25	\$2,474,346.42	28	0	
8	12/1/2010	12/31/2010	0	\$329,593.69	\$2,803,940.11	32	0	
9	1/1/2011	1/31/2011	0	\$159,889.85	\$2,963,829.96	34	0	
10	2/1/2011	2/28/2011	0	\$204,103.91	\$3,167,933.87	36	0	
11	3/1/2011	3/31/2011	31	\$815,095.24	\$3,983,029.11	45	6	
12	4/1/2011	4/30/2011	30	\$312,262.70	\$4,295,291.81	49	11	
13	5/1/2011	5/31/2011	31	\$339,817.95	\$4,635,109.76	53	17	
14	6/1/2011	6/30/2011	30	\$430,454.54	\$5,065,564.30	58	23	

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	4/8/2011	21,030.00	49,225.24

3F: County Convenience. Additional work desired by the County. This Change Order compensates the contractor to provide a field office for the use of the CEI Firm for the remaining anticipated duration of the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	4/8/2011	5,000.00	54,225.24

3F: County Convenience. Additional work desired by the County. This Change Order establishes a force account to pay the contractor for costs incurred for the installation of a new power service connection at RM 2338 and Ronald Reagan Blvd. required for the future illumination at that intersection.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	4/18/2011	19,684.00	73,909.24

3F: County Convenience. Additional work desired by the County. This Change Order establishes a force account to pay the contractor for costs incurred for periodic pothole repairs of the existing RM 2338 roadway and provides additional quantities for seal coat pay items to repair large areas of the roadway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	4/26/2011	18,067.00	91,976.24

3E: County Convenience. Reduction of Future Maintenance. This Change Order adds channel excavation downstream of Box Culvert Number 5. 3F: County Convenience. Additional work desired by the County. This Change Order adds additional erosion control blankets in areas where the roadway is in full superelevation in order to minimize the erosion of topsoil through additional stabilization and faster vegetative establishment.

Adjusted Price = \$8,792,174.80

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

Original Contract Price = \$2,247,002.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
5/19/2010	7/29/2010	9/2/2010	9/17/2010	9/16/2011		365	0	365
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>	
1	9/17/2010	9/30/2010	14	\$95,914.20	\$95,914.20	4	4	
2	10/1/2010	10/31/2010	31	\$175,088.14	\$271,002.34	12	12	
3	11/1/2010	11/30/2010	29	\$401,951.12	\$672,953.46	30	20	
4	12/1/2010	12/31/2010	28	\$501,134.61	\$1,174,088.07	52	28	
5	1/1/2011	1/31/2011	31	\$121,082.45	\$1,295,170.52	58	36	
6	2/1/2011	2/28/2011	28	\$199,360.28	\$1,494,530.80	66	44	
7	3/1/2011	3/31/2011	31	\$259,716.11	\$1,754,246.91	78	53	
8	4/1/2011	4/30/2011	30	\$314,268.02	\$2,068,514.93	92	61	
9	5/1/2011	5/31/2011	31	\$78,895.63	\$2,147,410.56	95	69	

7/1/2011 Comments - Ribbon cutting was held 5/26/11 and the roadway is now open to traveling public. Chasco is cleaning up and watering the grass to establish vegetation. A request for substantial completion was requested in June, approximately three months ahead of schedule.

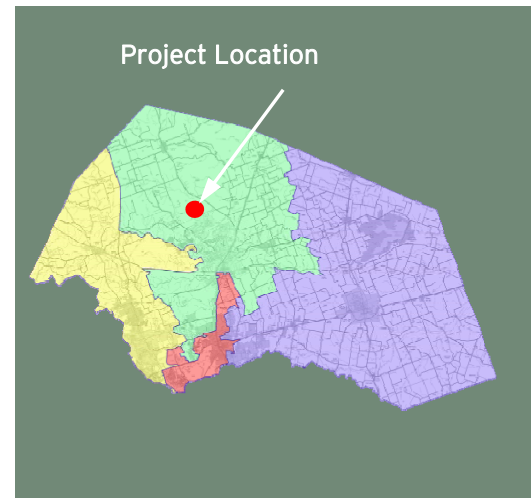
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	2/11/2011	3,070.00	3,070.00

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/6/2011	2,003.50	5,073.50

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed. Flex base material was substituted for lime treated subgrade in a small area due to field conditions. 2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). An existing 1.5" Jonah waterline was found to be in conflict with the roadway structure and was required to be lowered. 1A. Design Error or Omission. Incorrect PS&E. Five trees that the plans showed to remain had to be removed due to conflicts with the bridge and waterline construction.

Adjusted Price = \$2,252,076.10



RONALD W. REAGAN BLVD. NORTH, PHASE 3 (RM 2338 TO SH 195)

Project Length: 5.25 Miles
Roadway Classification: Urban Arterial
Roadway Section: Two-lanes and shoulders
Structures: Two two-lane bridges

Project Schedule: March 2011 - Spring 2013
Estimated Construction Cost: \$9.5 Million



JUNE 2011 IN REVIEW

06/03/2011: JC Evans (JCE) has completed the work on erosion repairs from South San Gabriel River to FM 3405 by installing rock filter dams and compost/topsoil. The contractor continues to clear the new roadway ROW from RM 2338 to Berry Creek. Property owners continue to install fencing. Full NTP was issued and time charges started June 2nd.

06/10/2011: The contractor is clearing the right of way and installing mulch rolls for temporary erosion control north of CR 245. JCE is installing drainage structures at various locations on the project.

06/17/2011: JCE is working on excavation and embankment on the south end of the project from RM 2338 to north of CR 245 and near Berry Creek. The contractor is installing pipe and rock for the construction crossing at Berry Creek.

07/01/2011: JCE is excavating and placing embankment from CR 245 north to Berry Creek. The contractor is continuing to clear the ROW and haul the spoils and mulch offsite. Property owners continue to install fencing.



Design Engineer: Cobb Fendley and TBG Partners

Contractor: JC Evans Construction
Construction Observation:
Bill Wood, Huitt-Zollars

Williamson County
Road Bond Program

HNTB



Ronald Reagan Blvd. North Phase 3 (RM 2338 to SH 195)**Project No. 11WC902**

Original Contract Price = \$9,449,782.66

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
	2/16/2011	TBD	3/31/2011	Spring 2013		630	0	630	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	4/1/2011	4/30/2011	0	\$210,016.80	\$210,016.80	\$23,335.20	\$23,335.20	2	0
2	5/1/2011	5/31/2011	0	\$718,268.12	\$928,284.92	\$79,807.57	\$103,142.77	11	0
3	6/1/2011	6/30/2011	28	\$848,230.38	\$1,776,515.30	\$94,247.82	\$197,390.59	21	4
Adjusted Price =									\$9,449,782.66

PRECINCT 4

COMMISSIONER MORRISON

Completed/Open to Traffic

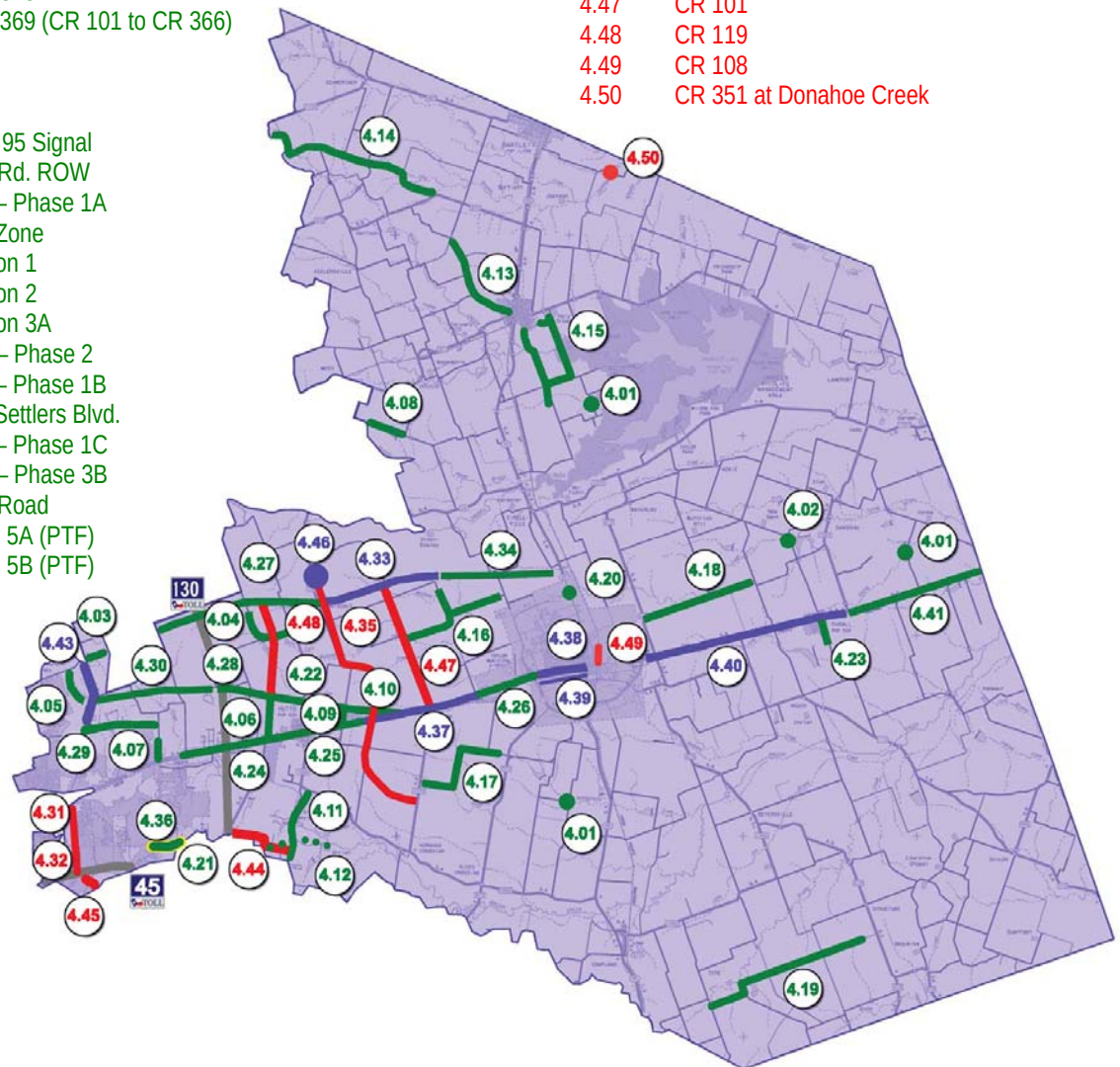
- 4.01 Bridge Replacements Phase 1
(CR 406, CR 390, CR 427)
- 4.02 Bridge Replacements Ph. 2A (CR 424)
- 4.03 Chandler Rd. – Phase 1
- 4.04 CR 100
- 4.05 CR 112 – Phase 1
- 4.06 CR 119
- 4.07 CR 122 at US 79
- 4.08 CR 124
- 4.09 CR 132
- 4.10 CR 136
- 4.11 CR 137
- 4.12 CR 138 & CR 139 Alignment Study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

Under Construction/Bidding

- 4.33 Chandler Rd. – Phase 3A
- 4.37 US 79 Section 3 (PTF)
- 4.38 2nd Street Improvements
- 4.39 BUS 79 Drainage Improvements
- 4.43 FM 1460 Section 2
- 4.46 FM 1660 at Landfill Rd (CR 128)

In Design

- 4.31 Arterial A – Phase 1
- 4.32 Arterial A – Phase 2
- 4.35 FM 1660 (PTF)
- 4.44 CR 138
- 4.45 CR 170
- 4.47 CR 101
- 4.48 CR 119
- 4.49 CR 108
- 4.50 CR 351 at Donahoe Creek



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

Original Contract Price = \$16,986,053.49

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
4/16/08	4/28/2008	7/11/2008	7/23/2008	8/7/2010		499	58	557
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
	1	7/23/2008	7/31/2008	9	\$57,547.25	\$57,547.25	0	2
	2	8/1/2008	8/31/2008	23	\$1,486,551.50	\$1,544,098.75	9	6
	3	9/1/2008	9/30/2008	24	\$321,941.62	\$1,866,040.37	11	10
	4	10/1/2008	10/31/2008	23	\$308,687.50	\$2,174,727.87	13	14
	5	11/1/2008	11/30/2008	20	\$473,119.00	\$2,647,846.87	16	18
	6	12/1/2008	12/31/2008	24	\$147,566.05	\$2,795,412.92	16	22
	7	1/1/2009	1/31/2009	26	\$502,757.37	\$3,298,170.29	19	27
	8	2/1/2009	2/28/2009	24	\$1,005,695.63	\$4,303,865.92	25	31
	9	3/1/2009	3/31/2009	25	\$227,189.19	\$4,531,055.11	27	36
	10	4/1/2009	4/30/2009	24	\$349,811.28	\$4,880,866.39	29	40
	11	5/1/2009	5/31/2009	23	\$2,262,161.67	\$7,143,028.06	43	44
	12	6/1/2009	6/30/2009	24	\$383,195.52	\$7,526,223.58	44	48
	13	7/1/2009	7/31/2009	23	\$230,817.15	\$7,757,040.73	46	52
	14	8/1/2009	8/31/2009	22	\$289,357.32	\$8,046,398.05	47	56
	15	9/1/2009	9/30/2009	21	\$691,746.05	\$8,738,144.10	51	60
	16	10/1/2009	10/31/2009	23	\$203,663.89	\$8,941,807.99	53	64
	17	11/1/2009	11/30/2009	19	\$106,411.20	\$9,048,219.19	53	68
	18	12/1/2009	12/31/2009	22	\$76,843.68	\$9,125,062.87	54	72
	19	1/1/2010	1/31/2010	20	\$323,448.24	\$9,448,511.11	56	75
	20	2/1/2010	2/28/2010	22	\$800,246.87	\$10,248,757.98	60	79
	21	3/1/2010	3/31/2010	24	\$1,183,033.64	\$11,431,791.62	67	83
	22	4/1/2010	4/30/2010	22	\$1,014,648.68	\$12,446,440.30	75	87
	23	5/1/2010	5/31/2010	20	\$190,119.03	\$12,636,559.33	76	91
	24	6/1/2010	6/30/2010	22	\$1,257,084.37	\$13,893,643.70	86	95
	25	7/1/2010	7/31/2010	22	\$1,406,498.61	\$15,300,142.31	96	99
	26	8/1/2010	8/31/2010	3	\$230,786.73	\$15,530,929.04	97	100
	27	9/1/2010	9/30/2010	0	\$40,686.85	\$15,571,615.89	98	-
	28	10/1/2010	10/31/2010	0	\$63,281.64	\$15,634,897.53	98	-
	29	11/1/2010	11/30/2010	0	\$82,150.46	\$15,717,047.99	98	-
	30	3/1/2011	3/31/2011	0	\$21,455.00	\$15,738,502.99	99	-

7/1/2011 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 8/13/2010. JC Evans has completed the punchlist items and barricades were removed on 5/9/2011. The traffic counter is scheduled to be installed on 7/5/2011.

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

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

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

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

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

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

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	9/11/2009	-386,598.20	-192,246.10

3H: County Convenience. Cost savings opportunity discovered during construction. It was determined that a large portion of the eastbound full-depth reconstruction areas could be constructed by simply overlaying the existing pavement with new asphalt. 1A: Design error or omission. Incorrect PS&E. The proposed pavement grades were designed to be lower than the existing grades in an area that called for asphalt level-up and overlay only. Therefore, the contractor was required to revise the method of construction in this area.

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

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

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

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

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

4B: Third Party Accommodation. Third party requested work. TxDOT requested that Culvert #11 be replaced or repaired due to its current condition. 1B: Design Error or Omission. Other. Before beginning construction on Culvert #11 it was discovered that a portion of the bottom of the top slab of the three boxes was deteriorated and the box needed to be replaced or repaired rather than just extended at each end. This change order adds fifty-five (55) additional working days and additional traffic handling costs to the contract due to revisions made to the construction of Culvert #11.

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	11/16/2010	47,643.52	-679,210.78

2J: Differing Site Conditions (unforeseeable). Other. Additional riprap was required to reduce erosion in ditches and at culverts. 3M: County Convenience. Other. Drainage slots were required to be cut in the concrete mow strips at guardrail locations so the PFC asphalt surface course can drain properly. 1B: Design Error or Omission. Other. Ditch excavation quantities on the UPRR ROW were not included in the original plan quantities.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	11/30/2010	-338,170.26	-1,017,381.04

4B: Third Party Accommodation. Third party requested work. TxDOT requested that the east end of the project be overlaid with asphalt and re-stripped beyond the original project limits for the final pavement tie-in in order to conceal the detour striping. Additionally, TxDOT requested additional metal beam guard fence be added at Culvert #11 after the original planned guard fence was placed. This required removing some previously placed concrete riprap. 3M: County Convenience. Other. Reconciling final quantities on a number of items results in spending less money than originally planned to construct the project.

Adjusted Price = \$15,968,672.45

PASS THROUGH FINANCING: US 79, Section 5A (East of Taylor to FM 1063)

Project No. 08WC619 TxDOT CSJ: 0204-04-040

Original Contract Price = \$20,021,693.92

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
10/29/2008	11/18/2008	1/12/2009	1/27/2009	5/16/2011		593	0	593
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
	1	1/27/2009	1/31/2009	4	\$1,072,701.94	\$1,072,701.94	5	1
	2	2/1/2009	2/28/2009	20	\$1,522,944.68	\$2,595,646.62	13	4
	3	3/1/2009	3/31/2009	22	\$788,518.66	\$3,384,165.28	17	8
	4	4/1/2009	4/30/2009	21	\$502,872.77	\$3,887,038.05	19	11
	5	5/1/2009	5/31/2009	22	\$757,178.89	\$4,644,216.94	23	15
	6	6/1/2009	6/30/2009	22	\$711,613.42	\$5,355,830.36	27	19
	7	7/1/2009	7/31/2009	22	\$635,205.99	\$5,991,036.35	30	22
	8	8/1/2009	8/31/2009	21	\$1,677,078.01	\$7,668,114.36	38	26
	9	9/1/2009	9/30/2009	21	\$1,431,729.03	\$9,099,843.39	45	30
	10	10/1/2009	10/31/2009	22	\$538,454.63	\$9,638,298.02	48	33
	11	11/1/2009	11/30/2009	19	\$1,169,970.14	\$10,808,268.16	54	36
	12	12/1/2009	12/31/2009	21	\$535,790.54	\$11,344,058.70	57	40
	13	1/1/2010	1/31/2010	21	\$545,272.91	\$11,889,331.61	59	44
	14	2/1/2010	2/28/2010	22	\$390,830.34	\$12,280,161.95	61	47
	15	3/1/2010	3/31/2010	23	\$136,256.55	\$12,416,418.50	62	51
	16	4/1/2010	4/30/2010	22	\$716,717.16	\$13,133,135.66	66	55
	17	5/1/2010	5/31/2010	20	\$302,046.40	\$13,435,182.06	67	58
	18	6/1/2010	6/30/2010	23	\$1,386,857.06	\$14,822,039.12	75	62
	19	7/1/2010	7/31/2010	22	\$470,458.44	\$15,292,497.56	75	66
	20	8/1/2010	8/31/2010	22	\$1,300,111.42	\$16,592,608.98	81	69
	21	9/1/2010	9/30/2010	23	\$1,232,191.75	\$17,824,800.73	88	73
	22	10/1/2010	10/31/2010	24	\$1,888,643.93	\$19,713,444.66	97	77
	23	11/1/2010	11/6/2010	5	\$50,237.75	\$19,763,682.41	97	78
	24	11/7/2010	11/30/2010	15	\$395,953.41	\$20,159,635.82	99	81
	25	12/1/2010	12/31/2010	23	\$47,818.41	\$20,207,454.23	99	85
	26	1/1/2011	1/31/2011	21	\$28,123.91	\$20,235,578.14	99	88
	27	2/1/2011	2/28/2011	20	\$10,650.11	\$20,246,228.25	99	92
	28	3/1/2011	3/31/2011	22	\$7,344.88	\$20,253,573.13	99	95
	29	4/1/2011	4/30/2011	21	\$13,246.58	\$20,266,819.71	100	99
	30	6/1/2011	6/30/2011	2	\$59,626.94	\$20,326,446.65	100	99

7/1/2011 Comments - The Ribbon Cutting Ceremony was held on 12/20/2010 and Substantial Completion was issued on 5/17/2011. Final punchlist items have been completed. GEC will begin closeout process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	11/16/2010	230,946.86	-77,302.11

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	11/30/2010	18,859.72	-58,442.39

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	11/30/2010	23,884.52	-34,557.87

2I: Differing Site Conditions (unforeseeable). Additional safety needs. Improvements at the US 79 / FM 619 intersection at TxDOT's request to more clearly direct traffic through the intersection, including widening the pavement radius at the northeast corner, as well as, adding flexible delineator assemblies and route shield pavement markings on the westbound US 79 pavement. 1A: Design Error or Omission. Incorrect PS&E. The plans did not included a pay item for pavement markings for railroad crossings.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
15	11/30/2010	9,252.65	-25,305.22

4B: Third Party Accommodation. Third Party Requested Work. The plans provided no details for the final pavement tie-in beyond the original project limits, so TxDOT requested that the west end of the project be overlaid with asphalt and re-striped in order to eliminate the remnants of the detour striping. 2J: Differing Site Conditions (unforeseeable). Other. Reconciliation of final paving quantities for PFC surface course, underseal for the PFC, and Ty C surface course asphalt through Thrall to recognize a cost savings to the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
16	11/30/2010	4,654.59	-20,650.63

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

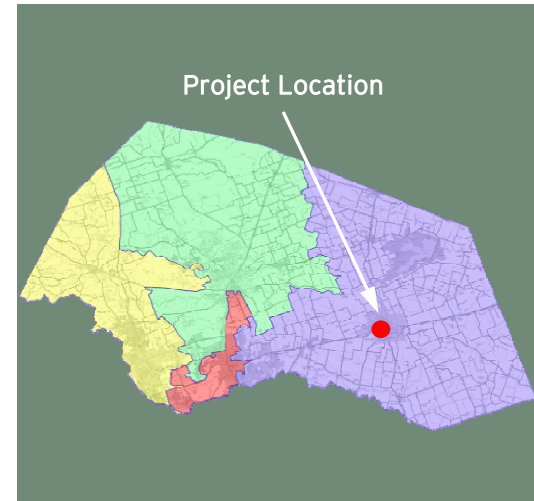
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
17	11/30/2010	304,028.33	283,377.70

1B: Design Error or Omission. Other. The original plans did not include correct quantities for the Type C asphalt. 2G: Differing Site Conditions (unforeseeable). Unadjusted utility. One existing illumination assembly needed to be relocated due to its proximity to the edge of the new pavement near the intersection of FM 619.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
18	5/26/2011	59,515.43	342,893.13

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".

Adjusted Price = \$20,364,587.05



BUSINESS 79 DRAINAGE IMPROVEMENTS

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

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



JUNE 2011 IN REVIEW

06/03/2011: Subcontractor Bryant & Frey continues hand digging and daily grouting on Barrel 3 at Culvert 3 and are 102 LF into the 137 LF tunnel.

06/10/2011: Subcontractor Bryant & Frey completed hand digging and daily grouting on Barrel 3 at Culvert 3. Bryant & Frey pushed the 60 inch RCP through the tunnel and grouted in between the RCP and liner plates.

06/17/2011: Bryant & Frey started hand digging on Barrel 4 at Culvert 3 and are 15 LF into the 137 LF tunnel.

06/24/2011: Bryant & Frey continue hand digging and daily grouting on Barrel 4 and are 60 LF into the 137 LF tunnel.

07/01/2011: Bryant & Frey continue hand digging and daily grouting on Barrel 4 at Culvert 3 and they are approximately 100 LF into the 137 LF tunnel.



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

Williamson County
Road Bond Program

Business 79 Drainage Improvements
Project No. 09WC712

Original Contract Price = \$3,735,873.35

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/19/2009	12/15/2009	3/26/2010	4/7/2010	Summer 2011		304	30	334	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	4/7/2010	4/30/2010	24	\$153,536.40	\$153,536.40	\$17,059.60	\$17,059.60	4	7
2	5/1/2010	5/31/2010	31	\$315,654.07	\$469,190.47	\$35,072.67	\$52,132.27	14	16
3	6/1/2010	6/30/2010	30	\$446,515.20	\$915,705.67	\$49,612.80	\$101,745.07	27	25
4	7/1/2010	7/31/2010	31	\$516,644.68	\$1,432,350.35	\$57,404.97	\$159,150.04	42	35
5	8/1/2010	8/31/2010	31	\$129,021.10	\$1,561,371.45	\$14,335.68	\$173,485.72	46	44
6	9/1/2010	9/30/2010	30	\$20,700.00	\$1,582,071.45	\$2,300.00	\$175,785.72	39	53
7	10/1/2010	10/31/2010	31	\$206,908.58	\$1,788,980.03	\$22,989.84	\$198,775.56	44	62
8	11/1/2010	11/30/2010	30	\$159,507.79	\$1,948,487.82	\$17,723.09	\$216,498.65	48	71
9	12/1/2010	12/31/2010	31	\$246,300.38	\$2,194,788.20	\$27,366.71	\$243,865.36	54	81
10	1/1/2011	1/31/2011	31	\$325,167.20	\$2,519,955.40	-\$111,236.13	\$132,629.23	59	90
11	2/1/2011	2/28/2011	28	\$175,330.01	\$2,695,285.41	\$9,227.90	\$141,857.13	63	98
12	3/1/2011	3/31/2011	31	\$265,890.19	\$2,961,175.60	\$13,994.22	\$155,851.35	69	107
13	4/1/2011	4/30/2011	30	\$207,391.40	\$3,168,567.00	\$10,915.33	\$166,766.68	74	116
14	5/1/2011	5/31/2011	31	\$207,880.17	\$3,376,447.17	\$10,941.07	\$177,707.75	79	126
15	6/1/2011	6/30/2011	30	\$275,449.34	\$3,651,896.51	\$14,497.33	\$192,205.08	86	135

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

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

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

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

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	6/24/2011	1,410.85	756,144.62

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(Item 9). This change order compensates the Contractor for the additional forming costs associated with the revised (additional) headwall determined to be the most cost effective solution to the redesign of the culvert spacing layout of Culvert Crossing #1. The layout was modified due to the conflicts encountered with existing materials under the UPRR railroad tracks.

Adjusted Price = \$4,492,017.97

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

Original Contract Price = \$5,649,034.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
6/24/2009	7/14/2009	9/21/2009	10/1/2009	10/7/2010		365	0	365	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	10/1/2009	10/31/2009	31	\$78,713.10	\$78,713.10	\$8,745.90	\$8,745.90	2	8
2	11/1/2009	11/30/2009	30	\$82,998.00	\$161,711.10	\$9,222.00	\$17,967.90	3	17
3	12/1/2010	12/31/2010	31	\$844,282.66	\$1,005,993.76	\$93,809.18	\$111,777.08	20	25
4	1/1/2010	1/31/2010	31	\$208,681.20	\$1,214,674.96	\$23,186.80	\$134,963.88	24	34
5	2/1/2010	2/28/2010	28	\$293,546.88	\$1,508,221.84	\$32,616.32	\$167,580.20	30	41
6	3/1/2010	3/31/2010	31	\$418,017.69	\$1,926,239.53	\$46,446.41	\$214,026.61	28	50
7	4/1/2010	4/30/2010	30	\$439,833.24	\$2,366,072.77	\$48,870.36	\$262,896.97	47	58
8	5/1/2010	5/31/2010	31	\$718,109.87	\$3,084,182.64	\$79,789.99	\$342,686.96	61	67
8A	5/31/2010	5/31/2010	0	\$171,386.23	\$3,255,568.87	-\$171,341.23	\$171,345.73	61	67
9	6/1/2010	6/30/2010	30	\$251,031.73	\$3,506,600.60	\$13,212.20	\$184,557.93	66	75
10	7/1/2010	7/31/2010	31	\$221,050.23	\$3,727,650.83	\$11,634.22	\$196,192.15	70	83
11	8/1/2010	8/31/2010	31	\$555,139.92	\$4,282,790.75	\$29,217.89	\$225,410.04	80	92
12	9/1/2010	9/30/2010	30	\$781,106.16	\$5,063,896.91	\$41,110.85	\$266,520.89	95	100
13	10/1/2010	11/30/2010	0	\$215,362.62	\$5,279,259.53	\$11,334.88	\$277,855.77	99	100

7/1/2011 Comments - Ribbon Cutting Ceremony was held on 10/1/2010 and Substantial Completion was issued on 10/7/2010. Chasco continues punchlist items and watering for vegetation establishment.

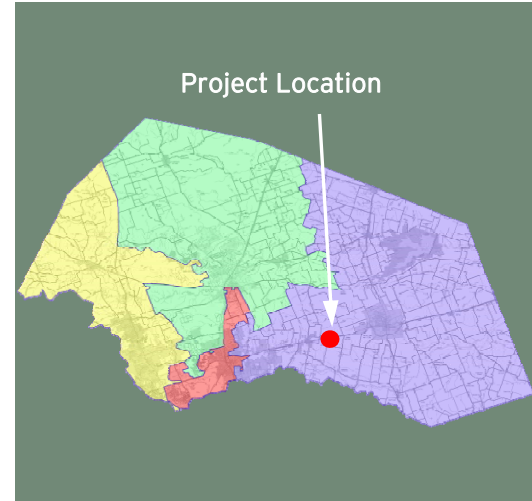
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/28/2010	-44,128.25	-44,128.25

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

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

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

Adjusted Price = \$5,605,806.35



US 79 SECTION 3

(East of FM 1660 to CR 402)

Project Length: 3.4 Miles

Roadway Classification: Rural/Suburban Arterial

Roadway Section: 4-Lane Divided

Project Schedule: September 2010 - December 2011

Estimated Construction Cost: \$11.6 Million



JUNE 2011 IN REVIEW

06/03/2011: Subcontractor DNT completed grading subgrade on the north side widening between Hutto and CR 132. DNT has also started grading subgrade on CR 136.

06/10/2011: DNT placed 1st course base on CR 136 and placed flex base in the driveways between Covert and CR 101. Greater Austin continues forming and pouring the remaining SETs. Ramming began paving Ty B and D hot mix asphalt on the north side widening between Hutto and CR 132.

06/17/2011: DNT placed 2nd course flex base on CR 136 and is grading subgrade at the east end tie-in to US 79. Ramming finished paving Ty B and D hot mix asphalt on the north side widening between Hutto and CR 132. Subcontractor Highway Tech striped the east end detour for the traffic switch.

06/24/2011: DNT is finishing final course flex base on CR 136. Greater Austin poured the western and eastern driveways for Covert. Ramming is paving Ty D hot mix asphalt from the east end towards the west on the westbound lanes.

07/01/2011: DNT is fine grading the final course of flex base on CR 136 and is processing flex base at the east end tie-in to HWY 79.



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

Williamson County
Pass Through Financing Program

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

Original Contract Price = \$11,500,547.03

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
6/30/2010	7/30/2010	9/13/2010	9/27/2010	12/26/2011		455	45	500
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
	1	9/15/2010	9/30/2010	2	\$489,761.30	\$489,761.30	4	0
	2	10/1/2010	10/31/2010	31	\$715,593.21	\$1,205,354.51	10	7
	3	11/1/2010	11/30/2010	30	\$1,069,439.18	\$2,274,793.69	20	13
	4	12/1/2010	12/31/2010	31	\$808,670.31	\$3,083,464.00	27	19
	5	1/1/2011	1/31/2011	31	\$450,485.50	\$3,533,949.50	30	25
	6	2/1/2011	2/28/2011	28	\$458,439.55	\$3,992,389.05	34	31
	7	3/1/2011	3/31/2011	31	\$512,325.93	\$4,504,714.98	39	37
	8	4/1/2011	4/30/2011	30	\$512,717.74	\$5,017,432.72	43	43
	9	5/1/2011	5/31/2011	31	\$804,499.69	\$5,821,932.41	50	49
	10	6/1/2011	6/30/2011	30	\$1,075,981.41	\$6,897,913.82	59	55

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	3/21/2011	12,063.36	12,063.36

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). The existing material in the area where Culvert D was to be extended was unusable due to continued groundwater seepage. It was determined that existing material would have to be removed and that 3"x5" rock would suffice to stabilize the area so Culvert D could be extended.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	3/21/2011	25,000.00	37,063.36

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/22/2011	245,605.44	282,668.80

1A: Design Error or Omission. Incorrect PS&E. This change order compensates the contractor for safety end treatments which were not quantified in the bid items, included in the original design, or were specified in the original design at the wrong size.

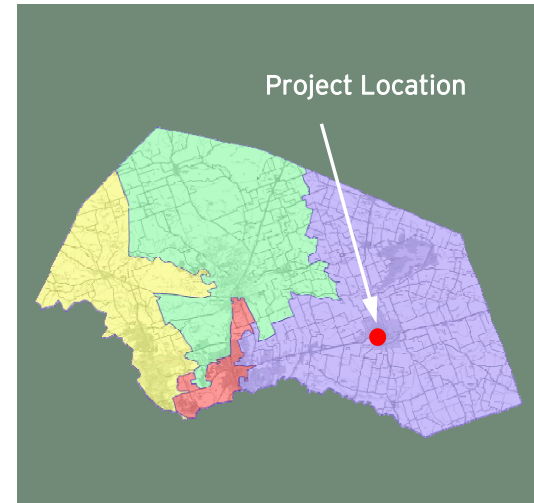
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	4/26/2011	-161,115.00	121,553.80

3H: County Convenience. Cost savings opportunity discovered during construction. 3L: County Convenience. Revising safety work/measures desired by the County. This change order replaces the Stone-Matrix Asphalt (SMA) pavement with a Permeable Friction Course (PFC) pavement, creating a significant cost savings to the Project. The PFC will increase wet weather safety by increasing visibility through a reduction in the amount of water on the roadway surface.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	6/24/2011	0.00	121,553.80

3M: County Convenience. Other. The quantity for Type C hot mix asphalt necessary to construct CR 101 and CR 136 was inadvertently deleted in a previous change order, leaving only Type B. This change order adds the Type C back into the contract and reduces the quantity of Type B hot mix.

Adjusted Price = \$11,622,100.83



Second Street Roadway Improvements (US 79 West of Taylor to SH 95 in the City of Taylor)

Project Length: 1.4 Miles
Roadway Classification: Urban Arterial
Roadway Section: Four-Lane Roadway

Project Schedule: February 2011 - August 2012
Estimated Construction Cost: \$9.0 Million



JUNE 2011 IN REVIEW

06/03/2011: FT Woods continues installing the East Basin waterline and water laterals, fire hydrants, and services off of waterline A throughout the project.

06/10/2011: The contractor started installing storm boxes for line C.

06/17/2011: FT Woods completed installing the East Basin waterline. The contractor continues to install water laterals, fire hydrants, and services off of waterline A throughout the project. FT Woods continues installing storm sewer pipe throughout the project on Line C and D.

06/24/2011: The contractor started installing the East Basin storm sewer line down Talbot Street which is a 60-inch RCP that will tie into AECO's Line F bore under the UPRR tracks.

07/01/2011: FT Woods continues the East Basin storm line down Talbot Street. The Contractor is saw cutting the asphalt in preparation for the 60 inch RCP on Vance St. FT Woods also capped the existing 6 inch waterline and tied in the new 8 inch waterline at the west end of the project.



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

Williamson County
Road Bond Program



Second Street Roadway Improvements (US 79 West of Taylor to SH 95 in the City of Taylor)**Project No. 10WC821**

Original Contract Price = \$8,973,072.80

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/28/2010	12/15/2010	2/17/2011	2/19/2011	8/1/2012		530	0	530	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/1/2011	2/28/2011	0	\$61,343.32	\$61,343.32	\$6,815.92	\$6,815.92	1	0
2	3/1/2011	3/31/2011	27	\$627,027.77	\$688,371.09	\$69,669.76	\$76,485.68	8	5
3	4/1/2011	4/30/2011	30	\$378,020.47	\$1,066,391.56	\$42,002.28	\$118,487.96	12	11
4	5/1/2011	5/31/2011	31	\$262,721.42	\$1,329,112.98	\$29,191.27	\$147,679.23	15	17
Adjusted Price =									\$8,973,072.80

09WC712 BUS 79 Drainage Change Order No 6

Commissioners Court - Regular Session

Date: 07/19/2011
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. 6 in the amount of \$0.00 for BUS 79 Drainage (Project No. 09WC712), a Road Bond Project in Precinct Four.

Background

This change order extends the duration of the contract and provides additional contract days needed to complete additional work that was added to the contract with previous Change Order #4 (installation of culverts using hand digging). Change Order #4 was executed without a change to the contract time, to allow subsequent evaluation of the impact the new method of construction would have on the schedule. Based on the project progress to date, and the contractor's anticipated schedule, 247 days are being added to the contract.

Fiscal Impact

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

Attachments

Link: [09WC712 CO 6](#)

Form Routing/Status

Form Started By: Tiffany Mcconnell
 Started On: 07/14/2011 11:24 AM
 Final Approval Date: 07/15/2011

Received

JUL 11 2011

HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

1. CONTRACTOR: Austin Engineering Co., Inc.
2. Change Order Work Limits: Sta. N/A to Sta. N/A
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project: 09WC712

Roadway: BUS 79 Drainage

Purchase Order Number: _____

5. Describe the work being revised:

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order extends the duration of the contract and provides additional contract days needed to complete additional work that was added to the contract with previous Change Order #4. Based on the project progress to date, and the contractor's anticipated schedule, 247 days are being added to the contract.

6. Work to be performed in accordance with Items: N/A
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).

<i>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.</i>	The following information must be provided
THE CONTRACTOR Date <u>7/7/2011</u> By <u>[Signature]</u> Typed/Printed Name <u>Austin Keller</u> Typed/Printed Title <u>PM</u>	Time Ext. #: <u>2</u> Days added on this CO: <u>247</u> Amount added by this change order: <u>\$0.00</u>

RECOMMENDED FOR EXECUTION:

[Signature] P.E. 7/11/11
Project Manager Date
Construction Observer

Design Engineer Date

[Signature] 7/12/2011
Program Manager Date

Design Engineer's Seal:

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

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 Road Bond Program

**BUS 79 Drainage Improvements
Williamson County Project No. 09WC712**

Change Order No. 6

Reason for Change

This Change Order extends the duration of the contract and provides additional contract days needed to complete additional work that was added to the contract with a previous Change Order. Change Order #4, which consisted of additional work required to install culverts under the Union Pacific Railroad using hand digging, was executed without a change to the contract time, to allow subsequent evaluation of the impact the new method of construction would have on the schedule. Based on the project progress to date, and the contractor's anticipated schedule, 247 days are being added to the contract.

This Change Order results in no increase or decrease to the Contract amount. The original Contract amount was \$3,735,873.35. As a result of this and all Change Orders to-date, \$756,144.62 has been added to the Contract, resulting in a 20.2% net increase in the Contract cost. 247 additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

08WC619 US 79 Section 5A Change Order No 19

Commissioners Court - Regular Session

Date: 07/19/2011
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. 19 in the amount of \$20,376.08 for US 79 Section 5A (Project No. 08WC619), a Pass Through Financing project in Precinct Four.

Background

This change order revises contract quantities to document TxDOT requested changes to signing and striping, including striping of the area beyond the western project limits and shifting an overhead sign to more clearly define the lane exiting westbound to the Taylor loop. This change order also allows for the construction of an additional curb ramp and drainage inlet due to differing site conditions.

Fiscal Impact

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

Attachments

Link: [08WC619 CO 19](#)

Form Routing/Status

Form Started By: Tiffany Mcconnell
Started On: 07/13/2011 01:55 PM
Final Approval Date: 07/14/2011

Received

JUL 8 2011

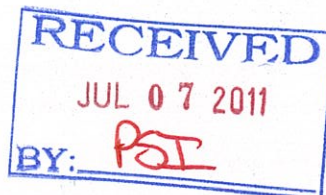
HNTB Corporation
Round Rock

Received

JUL 5 2011

HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 19

1. CONTRACTOR: Hunter Industries, LTD
2. Change Order Work Limits: Sta. 1037+25 to Sta. 1375+00
3. Type of Change (on federal-aid non-exempt projects): Major (Major/Minor)
4. Reasons: 4B, 2J (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:

4B: Third Party Accommodation. Third party requested work. TxDOT requested additional signs and striping be added to the project, in addition to shifting an overhead sign. **2J: Differing Site Conditions (unforeseeable).** Other. This change order allows for the construction of a curb ramp and a drainage inlet due to differing conditions on the site.

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 following information must be provided

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

Amount added by this change order: \$20,376.08

THE CONTRACTOR Date 6/30/11

By

Bruce Bayless P.E.
 Typed/Printed Name Bruce Bayless
 Typed/Printed Title Engineer

RECOMMENDED FOR EXECUTION:

Reviewed and APPROVED for State Participation:

[Signature] 7/6/11
 Project Manager Date
 Construction Observer

 Texas Department of Transportation Date

N/A

 Design Engineer Signature & Seal Date

Print Name

[Signature] 7/6/2011
 Program Manager Date

APPROVED:

APPROVED:

 County Judge Date

 Federal Highway Administration Date

Print Name

Project # 08WC619

[illegible][illegible]

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. 19

Reason for Change

This change order is comprised of the following items of work.

- 1) Additional signs were requested by TxDOT to correct or supplement the signing shown on the plans.
- 2) TxDOT had also requested an overlay of the existing pavement using 1 ½" of Type D asphalt in order to eliminate any remnants of detour striping beyond the original project limits on the west end of the project. This asphalt was paid for in Change Order No. 15, however, the additional striping in this area was not accounted for in Change Order No. 15. Therefore, this Change Order allows for payment of this additional striping.
- 3) In addition, TxDOT also requested that an overhead guide sign near FM 619 be shifted on an overhead sign bridge in order to more clearly define the correct lane that traffic should use in order to exit westbound to the Taylor loop.
- 4) An additional drop inlet was added behind an existing curb inlet in the City of Thrall in order to allow for additional drainage from the adjacent property.
- 5) Due to utility conflicts, a handicap curb ramp was added to amend a previously installed ramp in order to provide the proper width for the ramp.

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

ITEM	DESCRIPTION	QTY	UNIT
662-2027	WK ZN PAV MRK NON-REMOV (W) (WORD)	6	EA
9999-2007	SHIFT PERMANENT OVERHEAD SIGN	1	LS
9999-2008	MOBILIZATION FOR ADDED SIGNS	1	LS

This change order is considered minor with reasons 4B: Third party requested work; and 2J: Differing Site Conditions (unforeseeable), Other.

This Change Order results in a net increase of \$20,376.08 to the Contract amount, for an adjusted total Contract amount of \$20,384,963.13. The original Contract amount was \$20,021,693.92. As a result of this and all Change Orders to date, \$363,269.21 has been added to the Contract, resulting in a 1.8% net increase in the Contract Cost. No additional days will be added to the Contract as a result of this Change Order.

Huitt~Zollars, Inc.

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

09WC722A RM 2338 Phase II Change Order No 7

Commissioners Court - Regular Session

Date: 07/19/2011
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. 7 in the amount of \$31,951.08 for RM 2338 Phase II (Project No. 09WC722A), a Pass Through Financing project in Precinct Three.

Background

This change order revises contract quantities and documents revisions to the installation of the Chisholm Trail Special Utility District (CTSUD) waterlines to adjust for actual site conditions. Changes to the waterline were made to accommodate actual location of existing waterlines and water meters, as well as future realignment of CR 245.

Fiscal Impact

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

Attachments

Link: [09WC722A CO 7](#)

Form Routing/Status

Form Started By: Tiffany Mcconnell
 Started On: 07/13/2011 02:00 PM
 Final Approval Date: 07/14/2011

Received

JUL 12 2011

HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

1. CONTRACTOR: Joe Bland Construction, L.P.
2. Change Order Work Limits: Sta. 272+01 to Sta. 457+12
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E, 4B (3 Max. - In order of importance - Primary first)

Project: 09WC722A

Roadway: RM 2338 Phase 2

CSJ: 0211-01-023

5. Describe the work being revised:

2E: Differing Site Conditions (Unforeseeable). Miscellaneous Difference in Site Conditions. 4B: Third Party Accommodation. Third Party Requested Work. Revises contract quantities and documents revisions to the installation of the Chisholm Trail Special Utility District (CTSUD) waterlines, to accommodate actual location of existing waterlines and water meters, as well as future realignment of CR 245.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: CTSUD Sheets 5, 13 and 14
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 following information must be provided

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

Amount added by this change order: \$31,951.08

THE CONTRACTOR

Date

7-17-2011

By

Typed/Printed Name

DAVID R. BURROUGHS

Typed/Printed Title

P.M.

RECOMMENDED FOR EXECUTION:


Project Manager
Construction Observer

Date

7/13/11

Design Engineer

Date

Program Manager

Date

Design Engineer's Seal:

See Revised Plans

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: 7Project # 09WC722A**TABLE A: Force Account Work and Materials Placed into Stock**[illegible]

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
510-AW	2" PVC WATER PIPE SCH 80	LF	\$8.00	355.00	\$2,840.00	90.00		445.00	\$3,560.00	\$720.00
510-AW	8" PVC WATER PIPE (C-900 DR14), INCL. TRACER WIRE	LF	\$19.00	1,351.00	\$25,669.00	70.00		1,421.00	\$26,999.00	\$1,330.00
510-AW	12" PVC WATER PIPE (C-900 DR14), INCL. TRACER WIRE	LF	\$28.00	58.00	\$1,624.00	24.00		82.00	\$2,296.00	\$672.00
505S-B	6" STEEL ENCASEMENT PIPE MIN. (1/4" THICK) (OPEN CUT)	LF	\$29.00	35.00	\$1,015.00	120.00		155.00	\$4,495.00	\$3,480.00
501S-B	18" STEEL ENCASEMENT PIPE MIN. 1/4" THICK (BORE)	LF	\$157.00	217.00	\$34,069.00	(5.00)		212.00	\$33,284.00	(\$785.00)
510-A- 8" DI RW	D.I. RESTRAINTS FOR 8" WATER PIPE	LF	\$4.00	601.00	\$2,404.00	30.56		631.56	\$2,526.24	\$122.24
510-A- 12" DIA RW	D.I. RESTRAINTS FOR 12" WATER PIPE	LF	\$7.00	58.00	\$406.00	24.00		82.00	\$574.00	\$168.00
510-KW	2" PVC FITTINGS	EA	\$3.00	5.00	\$15.00	(2.00)		3.00	\$9.00	(\$6.00)
510-KW	3" PVC FITTINGS	EA	\$11.00	2.00	\$22.00	1.00		3.00	\$33.00	\$11.00
510-KW	4" D.I. FITTINGS	EA	\$32.00	2.00	\$64.00	1.00		3.00	\$96.00	\$32.00
510-KW	8" D.I. FITTINGS	EA	\$260.00	18.00	\$4,680.00	7.00		25.00	\$5,000.00	\$1,400.00
510-KW	12" D.I. FITTINGS	EA	\$460.00	3.00	\$1,380.00	(2.00)		1.00	\$600.00	(\$820.00)
510-BW	RECONNECT EXISTING WATER SERVICE	EA	\$930.00	16.00	\$14,880.00	2.00		18.00	\$16,740.00	\$1,860.00
510-JW	WET CONNECTION (8" OR LESS)	EA	\$840.00	6.00	\$5,040.00	2.00		8.00	\$6,720.00	\$1,680.00
511S-A	8" GATE VALVE (RESILIENT SEAT)	EA	\$1,500.00	6.00	\$9,000.00	1.00		7.00	\$10,500.00	\$1,500.00
610	TREE PROTECTION FENCE	LF	\$2.00	720.00	\$1,440.00	(720.00)		0.00	\$0.00	(\$1,440.00)
510-AW	16" PVC WATER PIPE (C-905 DR18), INCL. TRACER WIRE	LF	\$42.00	2,336.00	\$98,112.00	76.00		2,412.00	\$101,304.00	\$3,192.00
510-A- 16" DIA RW	D.I. RESTRAINTS FOR 16" WATER PIPE	LF	\$13.00	504.00	\$6,552.00	16.04		520.04	\$6,760.52	\$208.52
510-KW	16" D.I. FITTINGS	EA	\$530.00	25.00	\$13,250.00	3.00		28.00	\$14,840.00	\$1,590.00
TOTALS						\$221,382.00			\$236,196.76	\$14,814.76

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7Project # 09WC722A

TABLE B: Contract Items (Continued)

[illegible]

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



CHANGE ORDER MEMORANDUM

TO: James D. Klotz, P. E. HNTB Corp.	Date: June 22, 2011
	Project: 09WC722A
	Control: 2211-01-023
From: Darren Muenster, Construction Project Manager, Atkins	Highway: RM 2338
	County: Williamson

Re: Change Order No. 07, CTSUD Water Line revisions

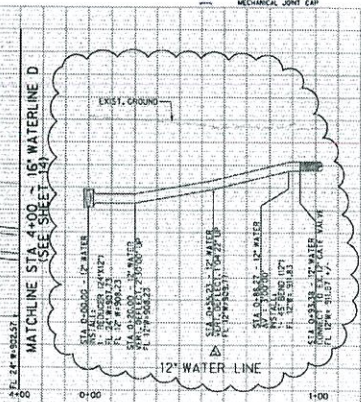
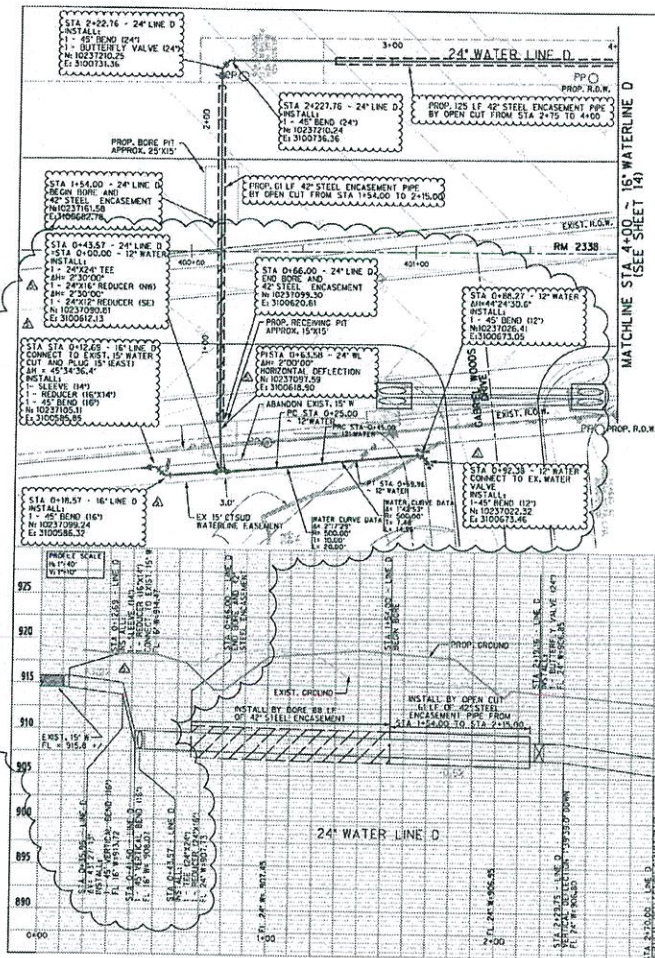
Enclosed find Change Order No. 07 for the above referenced project. This change order documents revisions to the installation of the Chisholm Trail Special Utility District (CTSUD) waterlines to adjust for actual site conditions.

All changes to the waterlines were reviewed and approved by CTSUD. Refer to the attached Plan Sheets for details. Plan revisions for the CTSUD waterline were necessary at the following locations:

- The actual locations of existing waterlines in the vicinity of Ronald Reagan Blvd and CR 248 differed from the locations shown on the plans. Plan revisions (by CTSUD/Halff Associates) and quantity revisions were required to connect proposed waterline "A" to the existing waterlines on each side of the roadway.
- The layout of waterline "D" was revised to accommodate the future realignment of CR 245 at the intersection with RM 2338. These changes included additional encasement pipe and fittings.

This Change Order is considered minor with reasons 2E, Miscellaneous Difference in Site Conditions, and 4B, Third Party Requested work. No new bid items were added as a result of these changes.

This Change Order results in a net increase of \$31,951.08 to the Contract amount, for an adjusted total Contract amount of \$8,824,125.88. The original contract amount was \$8,700,198.56. As a result of this and all Change Orders to date, \$123,927.32 has been added to the Contract, resulting in a 1.4% net increase in the Contract Cost. No additional days will be added to the Contract as a result of this Change Order.



SCALE: 1" = 40'

NOTES:

1. THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND THERE MAY BE OTHER UNKNOWN EXISTING UTILITIES NOT SHOWN ON THE PLANS. 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 RECORD THEM.
3. PIPE IN CURVES OR ANGLES AT BENDS THAT EXCEED STANDARD BEND ANGLES SHALL BE ACHIEVED BY DEFLECTING THE PIPE AT THE JOINTS SUCH THAT THE DEFLECTION AT EACH JOINT DOES NOT EXCEED 1/2" PER JOINT. THE MANUFACTURER'S RECOMMENDED JOINT DEFLECTION SHALL BE USED.

LEGEND

EXISTING C/SUD WATER LINE
EXISTING CL PN 2350
EXISTING R.O.W.
EXISTING EASEMENT
PROPOSED C/SUD EASEMENT
PROPOSED R.O.W.
PROPOSED EASEMENT
PROPOSED WATERLINE
PROPOSED ENCASEMENT
PROPOSED BOX/ENCASEMENT
PROPOSED ASPHALT REPAIR
PROPOSED CONCRETE REPAIR
PROPOSED GRAVEL REPAIR
PROPOSED GATE VALVE
PROPOSED FLUSH VALVE
PROPOSED AIR RELEASE VALVE
PROPOSED PRESSURE REDUCING VALVE
PROPOSED FDE INVERT
PROPOSED PEC POWER POLE
W/51 T3 CONTRACT
TEST HOLE
CUT AND PLUG

MM 2338 WATER LINE RELOCATIONS - PHASE H
 FROM RONALD REAGAN BLVD.
 TO
 FOUR T RANCH RD.
 CHESAPEAKE TRAIL SPECIAL UTILITY DIST-04
 851 PR 573
 Florence, SC 29537



HALFF
 TOPC FROM #312
 4530 WEST BAKER LANE, SUITE 400
 AUSTIN, TEXAS 78759-2555
 TEL. (512) 292-8114



Material	Size	Shape
Concrete	100 mm	100 mm
Steel	100 mm	100 mm
Aluminum	100 mm	100 mm
Brick	100 mm	100 mm
Wood	100 mm	100 mm
Plastic	100 mm	100 mm
Glass	100 mm	100 mm
Paper	100 mm	100 mm
Textile	100 mm	100 mm
Other	100 mm	100 mm

Figure 1. Surface textures and patterns used in the study.

Consider approving Change Order No. 2, in the amount of \$-1126.78 for CR 313 East, Ph. 2, Precinct 3.

Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Joe England, Unified Road System
Department: Unified Road System
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving Change Order No. 2, in the amount of \$-1126.78 for CR 313 East, Ph. 2, Precinct 3.

Background

Fiscal Impact

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

Attachments

Link: [CR 313 PH 2 CO #2](#)

Form Routing/Status

Form Started By: Joe England
Started On: 07/07/2011 12:04 PM
Final Approval Date: 07/14/2011

RECEIVED

JUN 27 2011

URS

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: FTWOODS Construction
2. Change Order Work Limits: Sta. 43+00 to Sta. 104+15
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2F (3 Max. - In order of importance - Primary first)

Project: 10WC814
CR 313 East, Ph.
 Roadway: 2
 Purchase Order
 Number: _____

5. Describe the work being revised:

Permanent seeding price adjusted to reflect deletion of second fertilizer application. Bid Item #48 - Rock Filter Dams (Remove), deleted. Bid Item #13 - Vegetative Watering, quantity adjusted due to weather and additional application.

6. Work to be performed in accordance with Items: N/A
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).

<i>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.</i> THE CONTRACTOR Date <u>6/27/2011</u> By <u>[Signature]</u> Typed/Printed Name <u>S.C. Inman, IV</u> Typed/Printed Title <u>Project Manager</u>	The following information must be provided Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u> Amount added by this change order: <u>(\$1,126.78)</u>
--	---

RECOMMENDED FOR EXECUTION:

[Signature] 06-27-11
 Project Manager Date
 Construction Observer

[Signature] 6/27/11
 Design Engineer Date

[Signature] 6/27/11
 Program Manager Date

Design Engineer's Seal:



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

CHANGE ORDER NUMBER: 2

[illegible]

ORIGINAL + PREVIOUSLY REVISED							ADD or (DEDUCT)		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRRUN/ UNDERRUN		
** 10	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)	SY	\$0.20	32,670.00	\$6,534.00	0.00	32,670.00	\$6,553.90	(\$980.10)		
13	VEGETATIVE WATERING	MG	\$11.60	579.80	\$6,725.68	47.70	627.50	\$7,279.00	\$553.32		
48	ROCK FILTER DAMS (REMOVE)	LF	\$10.00	70.00	\$700.00	(70.00)	0.00	\$0.00	(\$700.00)		
TOTALS						\$13,959.68		\$12,832.90	(\$1,126.78)		

**** - RFI #6 PROVIDED FOR A MATERIAL SUBSTITUTION.**

TABLE B: Contract Items (Continued)

CHANGE ORDER NUMBER:	2	Project #	10WC814
-----------------------------	----------	------------------	----------------

[illegible]

RM 620 Contract

Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with AltonAutowash, Inc. for ROW needed on RM 620. (PARCEL 7)

Background

Fiscal Impact

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

Attachments

Link: [ALTON \(7\) Contract](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 07/14/2011 10:36 AM
Final Approval Date: 07/14/2011

REAL ESTATE CONTRACT

RM 620 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ALTON AUTOWASH, INC., (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.0374 acre tract of land, more or less, out of the John McQueen Survey, Abstract No. 425, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 7)

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

Provided, however that this conveyance to be made by Seller and accepted by Purchaser shall be subject to: (a) all of the title exceptions, easements and encumbrances revealed in or by the recorded documents and other matters which relate to the Property, are listed on Schedule B of the title commitment issued to the Purchaser, or are expressed in the Deed attached as Exhibit C; (b) all regulations, restrictions, laws, statutes, ordinances, obligations or other matters which affect the Property and which are imposed by or exist by reason of any regulatory, governmental, or quasi-governmental districts, entities, agencies, authorities or other bodies of any kind or nature ("Governmental Authorities"); (c) all prescriptive rights, discrepancies, conflicts, shortages in area, encroachments or overlapping of improvements, and all rights of adjoining landowners in or to any walls, fences or other improvements situated on or across any common boundary; and (d) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, subject to the provisions regarding prorations of taxes for the current year in Section 5.04 below, and all taxes and assessments for prior years due to change in land usage or ownership, and all liens securing the payment of any of the foregoing. Purchaser assumes and agrees to pay and indemnifies and agrees to hold Seller harmless from and against all ad valorem taxes relating to

DA

the Property for the current and all subsequent years, and for any assessments for the current and any prior years which arise on or after the date of this deed due to change in usage or ownership of the Property, and for any assessments for the current and any prior years which arise on or after the date of this deed due to any change in usage or ownership of the Property (including without limitation any "rollback" or other additional taxes payable under the terms of Section 23.46 or Section 23.55 of the Texas Tax Code, as amended, or any similar laws). These exceptions to the conveyance and assumption of liabilities relating to the Property shall be included in the Deed to be signed by Seller at closing.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The purchase price for the Property and any improvements thereon, and for any damage to or reconfiguration or curative measures for the remaining property of Seller, shall be the sum of THIRTY THOUSAND and 00/100 Dollars (\$30,000.00).

Payment of Purchase Price

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

Special Provisions

2.03. Purchaser represents that the Property shall be exclusively used for roadway, sidewalk, and related public purpose improvements. As an obligation which shall survive the closing of this transaction, Purchaser agrees to construct a driveway connection between the edge of the roadway improvements to be constructed on the Property and the remaining property of Seller in the location and according to the notes and specifications as shown on Exhibit "B" attached hereto and incorporated herein. Seller agrees to provide Purchaser with any temporary construction easements necessary to carry out the requirements of the paragraph.

2.03.1. Purchaser will make reasonable efforts to improve the roadway at times which are less disruptive to the Seller's business and also keep at least one clearly marked area of access open during Seller's business hours.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before May 23rd, 2011, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described herein, free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.
- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

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

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

- (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$2,000 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

SELLER:

ALTON AUTOWASH, INC.,
a Texas corporation

By: Diana A. - Diana Abdi

Its: President

Date: 07-12-11

Address: 7901 Bee Caves Rd molo

Austin, Tx 78746

PURCHASER:

COUNTY OF WILLIAMSON

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

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

PA

Chandler III Contract Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Shumore Joint Venture for ROW needed on Chandler IIIA. (PARCEL 7)

Background

Fiscal Impact

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

Attachments

Link: [SHUMORE \(7\) Contract](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 07/14/2011 10:44 AM
Final Approval Date: 07/14/2011

REAL ESTATE CONTRACT
Chandler Road (Section IIIA)--Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between SHUMORE JOINT VENTURE, a Texas joint venture, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 8.897 acre tract of land, more or less, situated in the John Thomas Survey, Abstract No. 610, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 7)

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", and for the replacement of any fencing or damages or cost to cure the remaining property of Seller, shall be the sum of ONE HUNDRED TWENTY NINE THOUSAND and 00/100 Dollars (\$129,000.00).

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Purchaser agrees to construct two (2) eighteen foot wide asphalt driveway connections, with eighteen foot radii, between the edge of the roadway improvements to be constructed on the Property and the remaining property of Seller in the location and according to the notes and specifications as shown on Exhibit "B" attached hereto and incorporated herein and standard driveway detail design as shown in the approved roadway plan set, or at a location otherwise agreed to between Seller and Purchaser prior to construction of the roadway improvements. Seller agrees to provide Purchaser with any temporary construction easements necessary to carry out the requirements of the paragraph.

Payment of Purchase Price

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before August 8, 2011, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

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

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

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

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

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

SELLER:

Shumore Joint Venture,
a Texas joint venture

By: _____
Robert K. Schultz

Address: _____

By: _____
Ronald E. Morrison

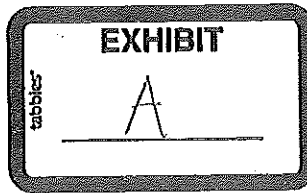
Address: _____

PURCHASER:

COUNTY OF WILLIAMSON

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

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626



CHANDLER ROAD PHASE IIIA PARCEL 7 RIGHT-OF-WAY

METES AND BOUNDS DESCRIPTION

FOR A 8.897-ACRE TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMNANT PORTION OF A CALLED 67.78-ACRE TRACT OF LAND CONVEYED TO SHUMORE JOINT VENTURE, AS RECORDED IN DOCUMENT NO. 2000039782 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 8.897-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1" iron rod found monumenting the northeast corner of said Shumore Joint Venture remnant tract, same being on the southeast corner of a 12 foot strip of land claimed by Jerry W. Roznovak and being described in Volume 135, Page 347 of the Deed Records of Williamson County, Texas, same being on an angle point in the southerly boundary line of a called 90.68-acre tract of land conveyed to Jerry W. Roznovak as recorded in Volume 1599, Page 750 of the Official Records of Williamson County, Texas, same being on an angle point in the westerly right-of-way line of C.R. 101 (right-of-way width varies), monumenting the northeast corner and POINT OF BEGINNING hereof;

THENCE with the easterly boundary line of said Shumore Joint Venture remnant tract, same being with said westerly right-of-way line of C.R. 101, $S22^{\circ}37'53''E$ for a distance of 259.22 feet to a capped 1/2" iron rod set stamped "Diamond Surveying" monumenting the southeast corner hereof, and from which a 3/4" iron pipe found on an angle point in said easterly boundary line of the Shumore Joint Venture remnant tract, same being on the northeast corner of a called 15.00-acre tract of land conveyed to Gary G. Beran and wife, Bertha M. Beran as recorded in Volume 1685, Page 579 of the Official Records of Williamson County, Texas, bears $S22^{\circ}37'53''E$ a distance of 411.37 feet;

THENCE departing said westerly right-of-way line of C.R. 101, through the interior of said Shumore Joint Venture remnant tract the following four (4) courses and distances:

- 1) $N66^{\circ}38'55''W$ for a distance of 33.40 feet to a capped 1/2" iron rod set stamped "Diamond Surveying", monumenting an angle point hereof;

- 2) **S68°26'08"W** for a distance of **706.32 feet** to a capped 1/2" iron rod set stamped "Diamond Surveying", monumenting an angle point hereof;
- 3) **N21°33'52"W** for a distance of **27.00 feet** to a capped 1/2" iron rod set stamped "Diamond Surveying", monumenting an angle point hereof;
- 4) **S68°26'08"W** for a distance of **1023.10 feet** to a capped 1/2" iron rod set stamped "Diamond Surveying" on a point in the westerly boundary line of said Shumore Joint Venture remnant tract, same being on a point in the easterly boundary line of a called 18.202-acre tract of land conveyed to Round Table Real Estate, LLC as recorded in Document No. 2010083000, monumenting the southwest corner hereof, and from which a 1/2" iron rod found on the southeast corner of said Round Table Real Estate tract bears **S21°44'38"E** for a distance of 1552.16 feet;

THENCE with the common boundary line of said Shumore Joint Venture remnant tract, and said Round Table Real Estate tract, **N21°44'38"W** for a distance of **211.38 feet** to a capped iron rod found stamped "Cunningham-Allen" on the northwest corner of said Shumore Joint Venture remnant tract, same being on the northeast corner of said Round Table Real Estate tract, same being on a point in the southerly boundary line of a called 124.28-acre tract of land conveyed to Jerry E. Roznovak as recorded in Volume 331, Page 450 of the Deed Records of Williamson County, Texas, monumenting the northwest corner hereof, and from which a 1" iron rod found on the northwest corner of said Round Table Real Estate tract, same being on the southwest corner of said 124.28-acre Jerry E. Roznovak tract, bears **S68°31'36"W** for a distance of 449.51 feet;

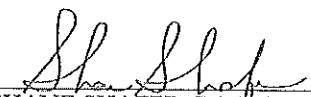
THENCE with the common boundary line of said Shumore Joint Venture remnant tract, and said 124.28-acre Jerry E. Roznovak tract, **N68°31'36"E** for a distance of **822.69 feet** to a capped 1/2" iron rod set stamped "Diamond Surveying" on the southeast corner of said 124.28-acre Jerry E. Roznovak tract, same being on the southwest corner of aforementioned 12 foot strip of land described in Volume 135, Page 347, and from which an old car axel found monumenting the northwest corner of said 12 foot strip of land and the southwest corner of said 90.68-acre Roznovak tract bears **N21°15'29"W** a distance of 12.81 feet, and from said axel a 3/4" iron pipe found monumenting the northwest corner of aforementioned 90.68-acre Roznovak tract, bears **N21°15'29"W** a distance of 3107.99 feet;

THENCE with the common boundary line of said Shumore Joint Venture remnant tract, and said 12 foot strip of land described in Volume 135, Page 347, **N68°31'36"E** for a distance of **926.22 feet** to the **POINT OF BEGINNING** hereof and containing 8.897 acres of land more or less.

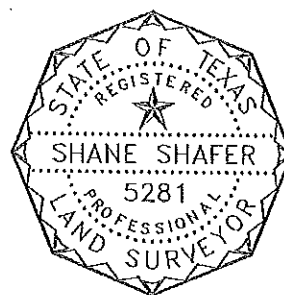
BEARING BASIS: NAD-83(1993), TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Scale Factor used for this survey is 1.00012.

A Sketch of Survey has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
P.O. BOX 1937, GEORGETOWN, TX 78627
(512) 931-3100



SHANE SHAFER, R.P.L.S. NO. 5281 May 5, 2011
DATE



SURVEY OF 8.897 ACRES
OUT OF THE JOHN THOMAS SURVEY,
ABSTRACT NO. 610
WILLIAMSON COUNTY, TEXAS

CHARLOTTE LYN DAVIS
SECOND TRACT 50 ACRES
DOC. NO. 2000014961
O.P.R.W.C.T.

EASEMENT
TO BE ACQUIRED
BY SEPARATE
INSTRUMENT

JERRY W. ROZNOVAK
90.68 ACRES
VOL. 1599, PG. 750
O.R.W.C.T.

POINT OF BEGINNING
1" IRON ROD FOUND

12 FOOT STRIP OF LAND
CLAIMED BY JERRY W. ROZNOVAK
DESCRIBED IN
VOL. 135, PG. 347
D.R.W.C.T.

JERRY E. ROZNOVAK
124.28 ACRES
VOL. 331, PG. 450
O.R.W.C.T.

SILAS PALMER SURVEY
ABSTRACT NO. 499

IRON ROD FOUND
W/ CAP
"CUNNINGHAM-ALLEN"

1" IRON ROD
FOUND

ROUND TABLE
REAL ESTATE, LLC
18.202 ACRES
DOC. NO. 2010083000
O.P.R.W.C.T.

DIANE K. BOHAC GST TRUST,
DIANE K. BOHAC, TRUSTEE
AND JANIE K. STEFEK, TRUSTEE
FIRST TRACT 80 AC
DOC. NO. 2007012727
O.P.R.W.C.T.

GARY G. BERAN AND WIFE,
BERTHA M. BERAN
15.00 ACRES
VOL. 1685, 579
O.R.W.C.T.

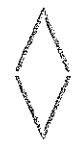
FRAZIER FAMILY
INVESTMENTS, LTD.
DOC. NO. 2007050851
O.P.R.W.C.T.

DONHAM P. FRAZIER
REMNANT PORTION
38.07 ACRES
DOC. NO. 9708358
O.R.W.C.T.

SHUMORE JOINT VENTURE
REMNANT PORTION OF 67.78 ACRES
DOC. NO. 2000039782
O.P.R.W.C.T.

LEGEND
● 1/2" IRON ROD FOUND
(UNLESS OTHERWISE NOTED)
○ 1/2" IRON ROD W/CAP SET
⊙ 3/4" IRON PIPE FOUND
R.O.W. = RIGHT-OF-WAY
O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY, TEXAS
O.R.W.C.T. = OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS
D.R.W.C.T. = DEED RECORDS
WILLIAMSON COUNTY, TEXAS
PP POWER POLE
—OE— OVERHEAD ELECTRIC LINE

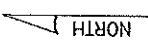
CHANDLER ROAD PHASE IIIA PARCEL 7
SHEET 1 OF 2



DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

NUM	DISTANCE	BEARING
L1	259.22'	S22°37'53"E
L2	33.40'	N66°38'55"W
L3	27.00'	N21°33'52"W
L4	211.38'	N21°44'38"W
L5	12.81'	N21°15'29"W

SCALE: 1" = 300'



GENERAL NOTES:

1. The tract shown hereon lies partially within Flood Zone "A" shaded (No Flood Base Elevations Determined) and partially within Flood Zone "X" unshaded (Areas determined to be outside the 0.2% annual chance floodplain) according to Flood Rate Map for Williamson County, Texas, Map No. 48491C0510 E dated September 26, 2008.
2. Bearing Basis: Texas State Plane Coordinate System, Central Zone, NAD 83 HARN (93). Distances shown hereon are surface. A metes and bounds description has been prepared to accompany this survey sketch.

TITLE COMMITMENT NOTES

The Surveyor has reviewed Commitment for Title Insurance GF No. 9691-10-1288 issued by Title Resources Guaranty Company, issue date January 6, 2011, with regard to any record easements, right of way or setbacks affecting the subject property.

10a) An electric easement granted to Texas Power & Light Co., recorded in Volume 308, Page 75, Deed Records of Williamson County, Texas, is located 1 foot west of and parallel with the east boundary line of the subject tract.

10b) A Pipe Line Easement granted to Jonah Water Supply Corp., recorded in Volume 563, Page 696, Deed Records of Williamson County, Texas. Blanket type Easement, may affect subject tract.

10c) An Electric Easement granted to Texas Power & Light Co., recorded in Volume 1500, Page 274, Deed Records of Williamson County, Texas, Does not affect subject tract.

10e) A Communication Cable Easement granted to GTE Southwest, Inc., recorded in Document No. 9748224 Official Records of Williamson County, Texas, is described as being "A ten foot easement running adjacent to, and parallel with the west boundary line County Road No. 101 as occupied and maintained".

SURVEY OF 8.897 ACRES
OUT OF THE JOHN THOMAS SURVEY,
ABSTRACT NO. 610
WILLIAMSON COUNTY, TEXAS

CERTIFICATION TO: Williamson County, Texas, and Texas American Title Company EXCLUSIVELY.

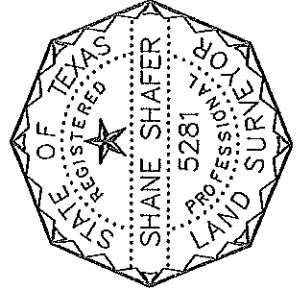
THE UNDERSIGNED CERTIFIES THAT THIS SURVEY WAS THIS DAY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND OF THE REAL PROPERTY SHOWN ON THE SURVEY, AND AFTER THE EXERCISE OF PROFESSIONAL DILIGENCE AND REASONABLE CARE THAT THIS SURVEY IS CORRECT TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF; THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, OR BOUNDARY CONFLICTS OR VISIBLE ENCROACHMENTS, PROTRUSIONS OR OVERLAPPING OF IMPROVEMENTS, EXCEPT AS SHOWN HEREON; AND THAT THE PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

Shane Shafer

MAY 5, 2011

SHANE SHAFER, RPLS NO. 5281

DATE:

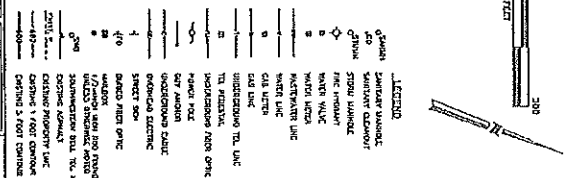


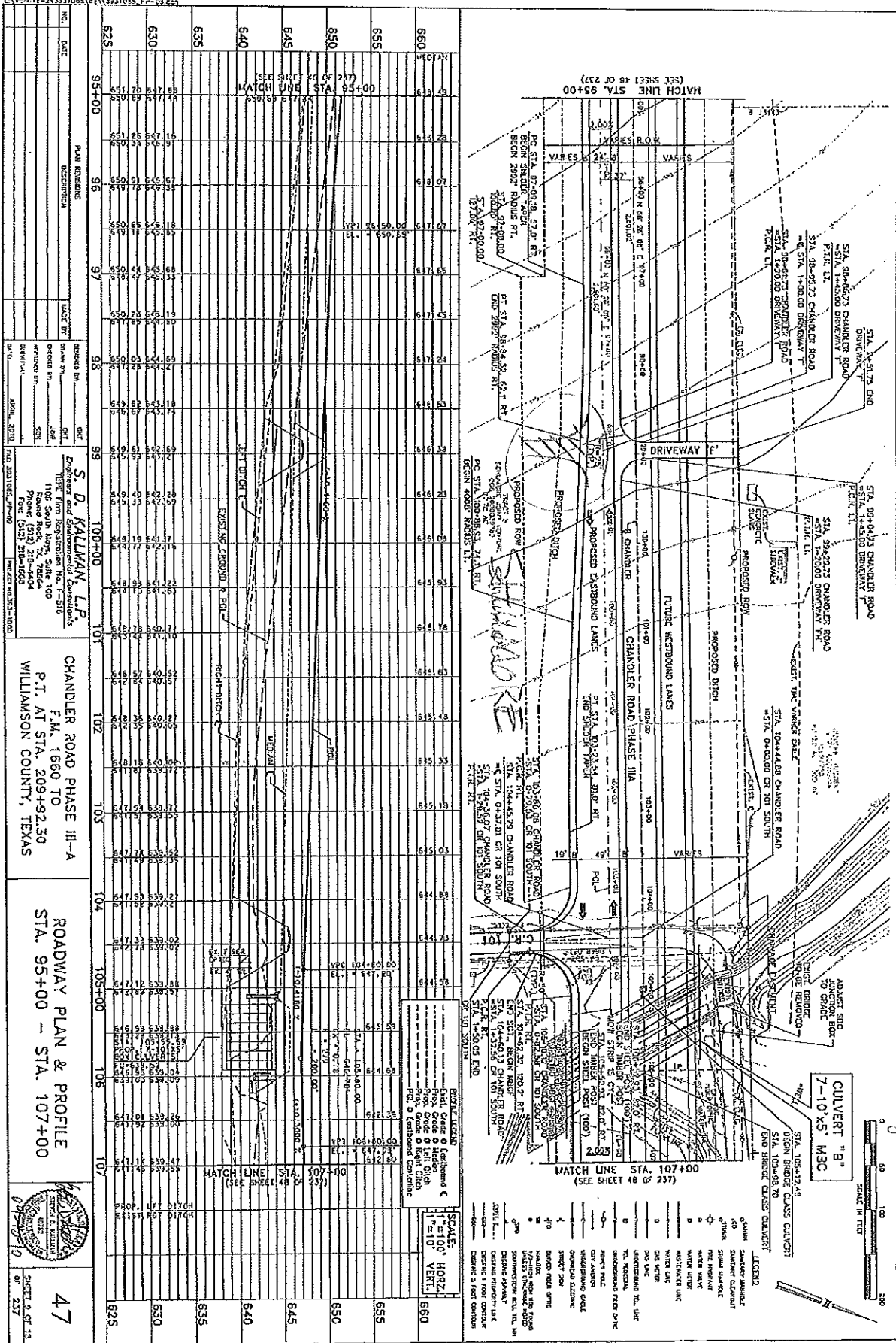
CHANDLER ROAD PHASE IIIA PARCEL 7
SHEET 2 OF 2



DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

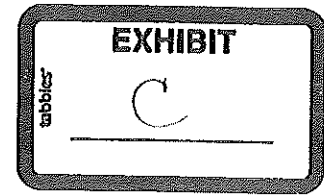
0/27/2010 11:47:52 AM
L:\work\12a-2\3931035\3931035_PP-09.doc





For Advice Only

③



SPECIAL WARRANTY DEED
Chandler Road (Phase IIIA) Right of Way

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

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

WHEREAS, Williamson County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed Chandler Road roadway improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That SHUMORE JOINT VENTURE, a Texas joint venture, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto Williamson County, Texas all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 8.897 acres of land, more or less, situated in the John Thomas Survey, Abstract No. 610, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 7)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Chandler Road, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2011.

GRANTOR:

Shumore Joint Venture,
a Texas joint venture

By: _____
Robert K. Schultz

By: _____
Ronald E. Morrison

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2011 by Robert K. Schultz, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2011 by Ronald E. Morrison, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

GRANTEE'S MAILING ADDRESS:

Williamson County
c/o County Judge Dan A. Gattis
County Courthouse
701 Main Street
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Confirmation Agreement

Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing the County Judge to execute a Confirmation of Access Easement to the Guy property.

Background

Fiscal Impact

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

Attachments

Link: [Confirmation of Access Easement](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 07/14/2011 10:47 AM
Final Approval Date: 07/14/2011

CONFIRMATION

WHEREAS, by instrument dated August __, 2007 and recorded in Document No. 2007071211 of the Real Property Records of Williamson County, Texas, certain parties entered into an AGREEMENT TO RELOCATE ACCESS EASEMENT (the "Agreement"); and

WHEREAS, said agreement affects two parcels of land, the first being 457 acres of land in the Joseph Thompson Survey, Abstract No. 608, Williamson County, Texas described in Exhibit "A" attached to said Agreement and described therein as the "Guy Property", said tract being now owned in part by The Guy Jr. Family Trust Dated October 2, 2003 and the Lorenza G. Knight and Monnajene G. Knight Revocable Living Trust and in part by Williamson County; and

WHEREAS, the second parcel of 412 acres of land in Williamson County, Texas described in Exhibit "B" attached to said Agreement and described therein as the "Wolf Property" is now owned by Judy Wolf Hindelang, Jane Wolf Robertson, Jay Leon Wolf, Jr., Iva Wolf McLachlan, Brian Alan McLachlan and Amanda June McLachlan; and

WHEREAS, said Agreement made provision for the relocation of an access easement from Highway 29, across a portion of the Wolf Property to the Guy Property and the abandonment of the original easement and current access as defined in the Agreement, such relocation to take place upon the completion by Laredo WO, Ltd of certain work, designated in said Agreement as "Site Work",

NOW, THEREFORE, the parties hereto, being all the owners of the Guy Property, confirm that the Site Work has been completed and the access easement is relocated to the Replacement Easement as provided in the Agreement and the Original Easement and Current Access as defined in the Agreement are vacated, released and terminated in their entirety.

EXECUTED this __ day of July, 2011.

[SIGNATURE PAGES FOLLOW]

The Guy Jr. Family Trust Dated October 2, 2003

By _____
Valaree C. Guy, Trustee

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me this ____ day of July, 2011 by Valaree C. Guy as Trustee of The Guy Jr. Family Trust Dated October 2, 2003.

NOTARY PUBLIC, STATE OF TEXAS

Lorenza G. Knight and Monnajene G. Knight Revocable Living Trust

By _____
Monnajene G. Knight, Trustee

THE STATE TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this ____ day of July, 2011 by Monnajene G. Knight as Trustee of the Lorenza G. Knight and Monnajene G. Knight Revocable Living Trust.

NOTARY PUBLIC, STATE OF TEXAS

Williamson County

By _____
Dan Gattis, County Judge

THE STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

This instrument was acknowledged before me this ____ day of July, 2011 by Dan Gattis,
County Judge of Williamson County on behalf of said entity.

NOTARY PUBLIC, STATE OF TEXAS

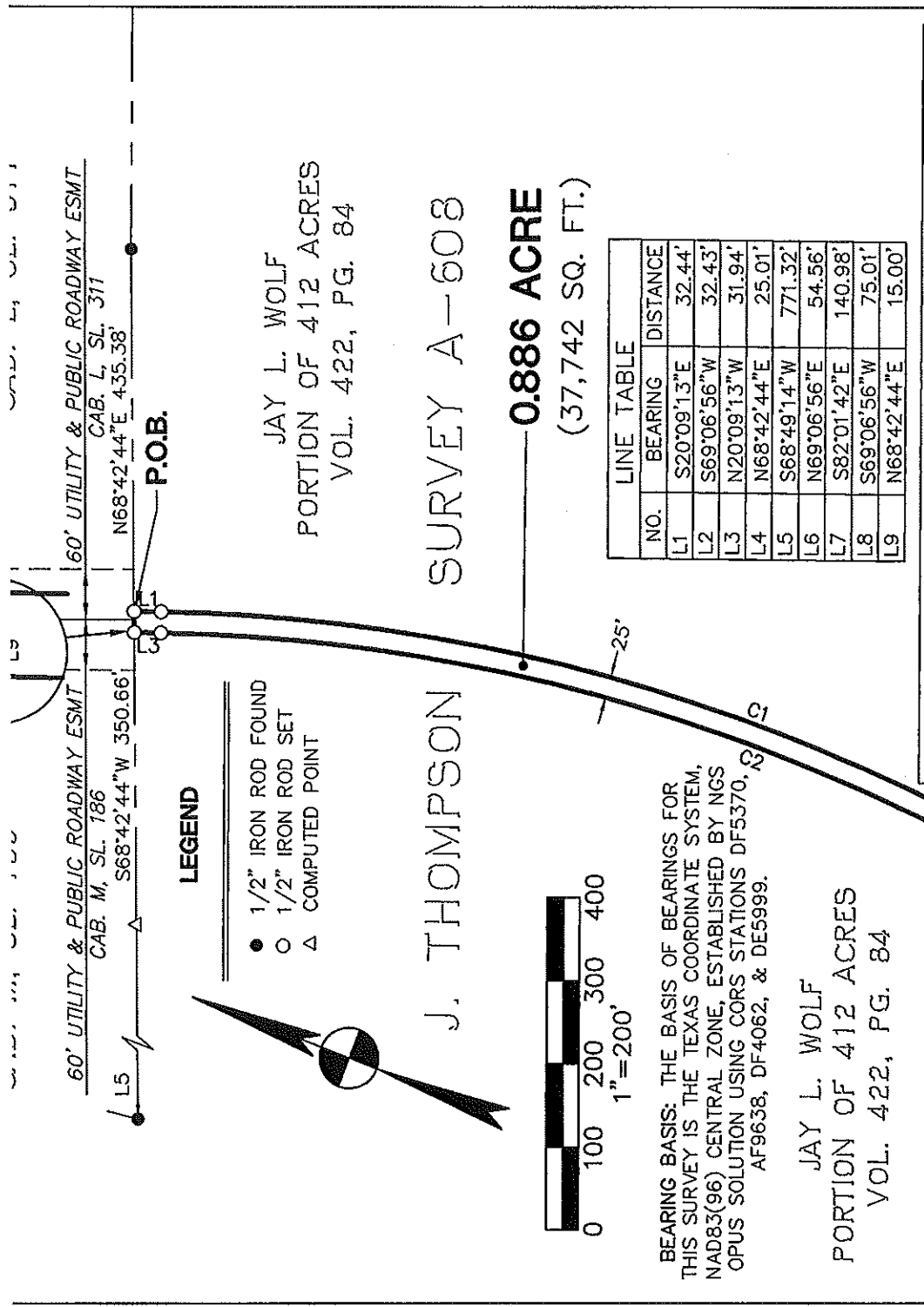
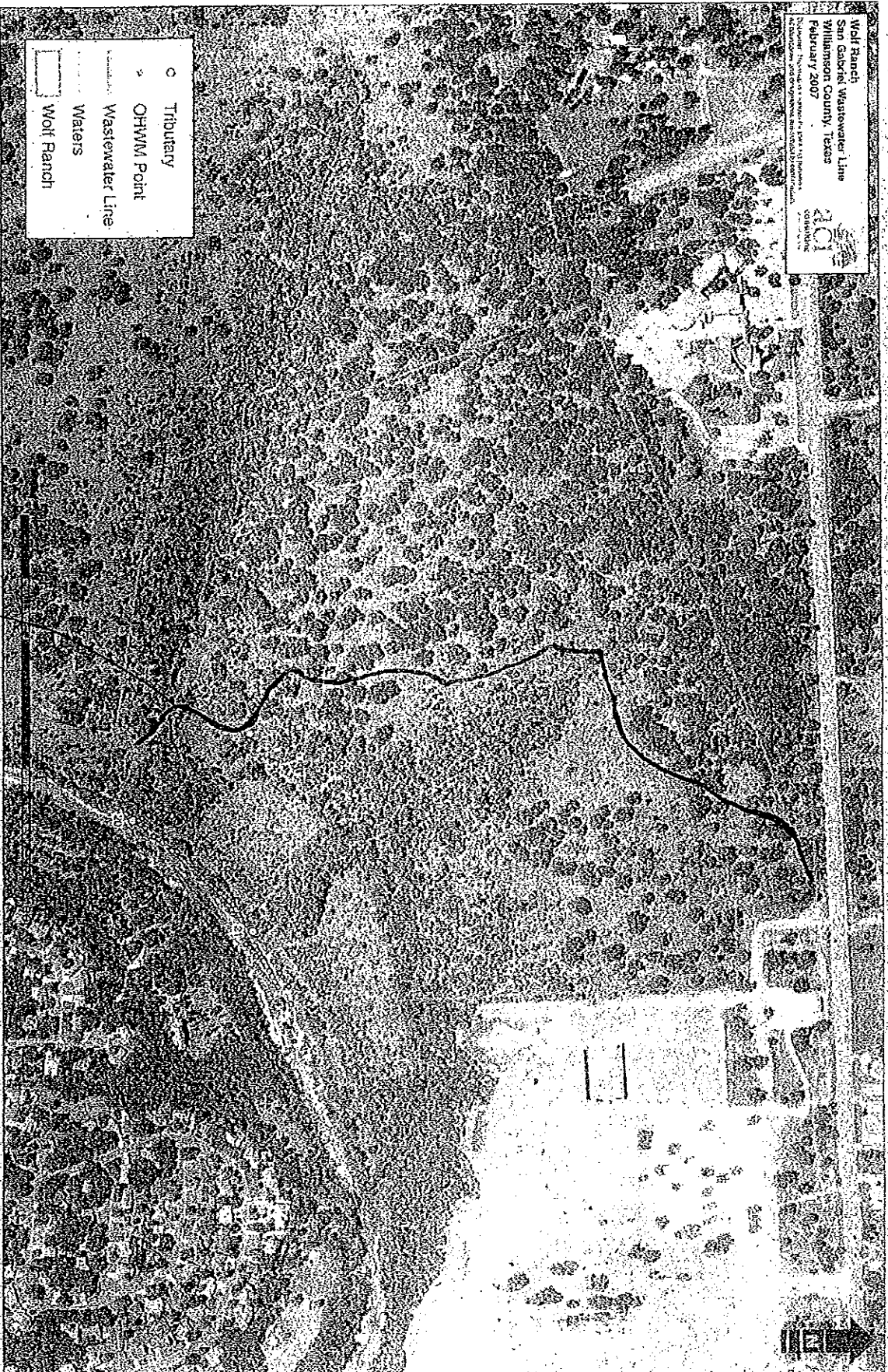


EXHIBIT C



RECORDERS MEMORANDUM
 All or parts of the text on this page was not
 clearly legible for satisfactory recordation.

Approximate location of
 Current Access

Letter Agreement

Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a letter agreement with the Nelson Homestead Family Partnership, Ltd. for driveway improvements on FM 1460.

Background

Fiscal Impact

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

Attachments

Link: [Nelson Letter Agreement](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 07/14/2011 10:51 AM
Final Approval Date: 07/14/2011

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

June 30, 2011

Nelson Homestead Family Partnership, Ltd.
John Nelson
3404 Glenview Avenue
Austin, Texas 78703

Re: Williamson County—FM 1460 r.o.w.

Dear John:

Please allow this letter to set out my understanding regarding our agreement for completing the County's obligations under that certain Possession and Use Agreement ("Agreement") between Nelson Homestead Family Partnership, Ltd. ("the Partnership"), and Williamson County ("County"), and which was recorded in Document No. 2009040950 of the Official Public Records of Williamson County.

You will recall that as part of that agreement the County was obligated to construct certain driveway improvements to the remaining property of the Partnership. Subsequent to that time the County asked the Partnership if it would be willing to obtain bids for the work specified in the Agreement and have the construction completed under its own supervision in order to increase the participation and satisfaction of the Partnership with the resulting improvements on its property. The Partnership has provided written bids for the work in the total amount of \$56,069 as shown on Exhibit "A" attached hereto.

As a result, the parties agree that Williamson County will pay the Partnership the amount of \$56,069 as reimbursement for the construction of the driveway improvements to the remaining property

Upon payment of the amount agreed herein by the County, it shall be deemed to have satisfied its obligations under Paragraphs 13a. and 13b. of the Agreement and shall be released from further requirement under those provisions. Notwithstanding the foregoing, the parties acknowledge that: (i) except for the release of the County's obligations under Paragraphs 13a. and 13b. as specified herein, all terms and provisions of the Agreement shall remain in full force and effect, and (ii) the County is still responsible for any and all obligations described in, or pertaining to, Paragraphs 13c. and 13d. of the Agreement.

If this meets with your understanding of the terms of this agreement, please execute the letter where indicated below and return it to me, and we will have this signed by the County Judge and processed for payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,



Don Childs
Sheets & Crossfield, P.C.

AGREED:

Nelson Homestead Family Partnership, Ltd.

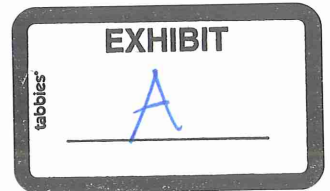
By: Nelson Homestead Management, LLC

By: 

John C. Nelson
Manager

Williamson County, Texas

By: _____
Judge Dan A. Gattis



J. R. SCHNEIDER CONSTRUCTION, INC.

Page | 1

PROPOSAL

June 12, 2011

Nelson Ranch Entry Road
Plans by
Addenda Seen:

We propose to provide labor, materials, equipment and supervision necessary for:

- Road

- (+950' X 14')
- Excavate and rough grade to drain.
- Install 4ea 12" HDPE cross drain pipe.
- Utilize spoils for shoulder slopes.
- Install Tensar Geo-grid
- Place 12" of compacted limestone base.
- Grade base for asphalt.

\$ 38,100.00

- Not Included: permits, fees, testing, erosion control, tree protection, Storm Water Pollution Protection, topsoil or fine grading for landscaping, grassing or re-seeding, concrete work, hazardous material handling, move or remove existing utilities, car stops, signage, striping, demolition of existing structures, shoring, bracing, lime stabilization,
- Price valid for 30 days
- These prices are base on given information. Verification of existing grades is required prior to beginning contract.
- Add 2.5% for bond

Submitted by: **James R. Schneider, President**
(512) 845-9201 (mobile)
Email: jrschneider@austin.rr.com

P.O. Box 50325 Austin, TX 78763 (512) 327-5517 Fax (512) 327-5535

APAC Texas, Inc. – Wheeler Companies

3099 IH 35 NORTH
ROUND ROCK, TEXAS 78664
Phone: (512) 346-3839
Fax: (512) 388-2268
wheelercoatings.com

ESTIMATE

To: JOHN NELSON
4801 AW GRIMES
ROUND ROCK, TEXAS 78664

Job Number: HM8351T
ATTN: JOHN
PO Number:

Date: 6/10/2011
Estimator: Harland Mollohan
Job Name: HOMEPLACE-NEW ENTRY
ROAD
Job Location:
4801 AW GRIMES
ROUND ROCK, TE 78664
Phone:
512-467-9686 Fax:

DESCRIPTION OF WORK

Job Type	Material	Sq Yards	Excav (in.)	Recyl (in.)	Base (in.)	Pave (in.)	Price Sq/Yd	Amount
PRIME & PAVE		368.00	0.00	0.00	0.00	2.00	\$0.00	\$15,685.00
PRICED FOR ONE MOBILIZATION [944' LONG AND 14' WIDE]								

* ALL OF THE ABOVE WORK TO BE COMPLETED IN A SUBSTANTIAL AND WORKMANLIKE MANNER FOR THE SUM OF:

Total Price: \$15,685.00+ Tax (if applicable)

The net amount of contract is to be paid upon completion of work. Any deviation or alteration from the above specifications involving extra cost of material or labor will be executed only upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. Asphalt paving for newly constructed parking lots, roadways, and driveways are proposed to comply with typical TxDot hot mix standards. Any other paving specification must be noted in the comment section under each paving line item of this proposal form and priced accordingly.

All permits and fees are excluded unless otherwise noted.

Contractor not responsible for utility lines less than 12 inches deep. The Contractor to carry Workers Compensation, Public Liability and Property Damage Insurance upon the labor furnished in this Contract. An additional charge will be added to this estimate for waiver of subrogation and additional insured. Your signed acceptance constitutes a contract between you and the undersigned. All sums payable under this contract [or agreement] shall be paid to APAC Texas, Inc. – Wheeler Companies at its offices located in Round Rock, Williamson County, Texas. The proper venue for any action hereunder, whether legal or equitable, shall be maintained in Round Rock, Williamson County, Texas. Interest will accrue on all sums past due or found to be past due under this contract [or agreement] at the rate of eighteen percent (18%) compound interest per annum. Applicant agrees to pay reasonable attorney fees, all costs of court, and any other expenses incurred by APAC Texas, Inc. – Wheeler Companies in the collection of any sums due under this contract [or agreement].

Due to fluctuating asphalt prices, prices quoted above shall remain in effect for no more than 60 days from proposal date. This proposal must be endorsed and returned by an authorized company official, owner, owner's agent, or individual seeking the above scope of work within the 30 day period in order to hold these unit prices firm for no longer than 60 days from proposal date. Contracts or subcontracts generated from our proposed unit prices may be used to same effect as long as written contract is agreed to and endorsed by a company officer of APAC Texas, Inc. – Wheeler Companies within the 30 days from proposal date.

RESPECTFULLY SUBMITTED,
BY: Harland Mollohan

Harland Mollohan

Hmollohan@wheelercoatings.com

Accepted: _____ / _____ / _____

APAC Texas, Inc. – Wheeler Companies

3099 IH 35 NORTH
ROUND ROCK, TEXAS 78664
Phone: (512) 346-3839
Fax: (512) 388-2268
wheelercoatings.com

ESTIMATE

To: JOHN NELSON
4801 AW GRIMES
ROUND ROCK, TEXAS 78664

Job Number: HM8363NT
ATTN: JOHN
PO Number:

Date: 6/21/2011
Estimator: Harland Mollohan
Job Name: HOMEPLACE-NEW ENTRY
ROAD / SEALCOAT
Job Location:
4801 AW GRIMES
ROUND ROCK, TE 78664
Phone:
512-467-9686 Fax:

DESCRIPTION OF WORK

Job Type	Material	Sq Yards	Excav (in.)	Recyl (in.)	Base (in.)	Pave (in.)	Price Sq/Yd	Amount
ASPHALT PAVEMENT		631.00	0.00	0.00	0.00	0.00	\$0.00	\$2,284.00
SEALCOAT THE NEW DRIVE AND THE OLD ASPHALT DRIVE UP BY THE HOUSE BUT NOT THE OLD DRIVE GOING TO THE OLD ENTRY.								

* ALL OF THE ABOVE WORK TO BE COMPLETED IN A SUBSTANTIAL AND WORKMANLIKE MANNER FOR THE SUM OF:

Total Price: \$2,284.00+ Tax (if applicable)

The net amount of contract is to be paid upon completion of work. Any deviation or alteration from the above specifications involving extra cost of material or labor will be executed only upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. Asphalt paving for newly constructed parking lots, roadways, and driveways are proposed to comply with typical TxDot hot mix standards. Any other paving specification must be noted in the comment section under each paving line item of this proposal form and priced accordingly.

All permits and fees are excluded unless otherwise noted.

Contractor not responsible for utility lines less than 12 inches deep. The Contractor to carry Workers Compensation, Public Liability and Property Damage Insurance upon the labor furnished in this Contract. An additional charge will be added to this estimate for waiver of subrogation and additional insured. Your signed acceptance constitutes a contract between you and the undersigned. All sums payable under this contract [or agreement] shall be paid to APAC Texas, Inc. – Wheeler Companies at its offices located in Round Rock, Williamson County, Texas. The proper venue for any action hereunder, whether legal or equitable, shall be maintained in Round Rock, Williamson County, Texas. Interest will accrue on all sums past due or found to be past due under this contract [or agreement] at the rate of eighteen percent (18%) compound interest per annum. Applicant agrees to pay reasonable attorney fees, all costs of court, and any other expenses incurred by APAC Texas, Inc. – Wheeler Companies in the collection of any sums due under this contract [or agreement].

Due to fluctuating asphalt prices, prices quoted above shall remain in effect for no more than 60 days from proposal date. This proposal must be endorsed and returned by an authorized company official, owner, owner's agent, or individual seeking the above scope of work within the 30 day period in order to hold these unit prices firm for no longer than 60 days from proposal date. Contracts or subcontracts generated from our proposed unit prices may be used to same effect as long as written contract is agreed to and endorsed by a company officer of APAC Texas, Inc. – Wheeler Companies within the 30 days from proposal date.

RESPECTFULLY SUBMITTED,
BY: Harland Mollohan

Harland Mollohan

Hmollohan@wheelercoatings.com

Accepted: _____ / _____ / _____

Letter Agreement

Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a letter agreement with Mark and Darla Ekrut for moving expenses on SH 29.

Background

Fiscal Impact

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

Attachments

Link: [Ekrut Letter Agreement](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 07/14/2011 10:59 AM
Final Approval Date: 07/14/2011

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

July 13, 2011

Mark and Darla Ekrut
9769 W. Hwy 29
Georgetown, Texas 78628

RE: Moving Expense Credit

Mr. and Mrs. Ekrut:

I am writing on behalf of my client, Williamson County (the "County"), regarding your request to receive payment for moving expenses when you vacate the property located at the above address (the "Property"), which is not owned by the County.

In the event that either party requests early termination of the Agreement according to its terms, and you provide written estimates to the County from a licensed moving company for the cost required to remove your personal items from the Property, the County agrees to allow you a credit to the remaining rental payments in the amount of the estimated moving cost, and in a total amount not to exceed \$3,000.

This credit against your remaining monthly rental payment obligation for the Property shall be considered full compensation from the County for any necessary moving expenses you may incur pursuant to such request. Such credit shall be applied to rent payments that become due and owing after the date of either party's notice of termination of the Agreement.

If you agree with the above terms, please sign on the spaces designated below and return this letter to me in the enclosed self-addressed stamped envelope, and we will have this considered and approved by the commissioners' court and return a completed copy to you for your file. If you have any questions or need further information, please do not hesitate to contact me.

Sincerely,

Jason M. Rammel
Sheets & Crossfield, P.C.

AGREED:

Mark Ekrut

Date:_____

Darla Ekrut

Date:_____

Williamson County, Texas

By:_____
Dan A. Gattis, County Judge

Date:_____

Right of Entry Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Right to Enter Property Agreement with Katy Whitis for ROW needed on Ronald Reagan Phase IV. (PARCEL 8.1 and 8.2)

Background

Fiscal Impact

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

Attachments

Link: ANDRES (8) ROE

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 07/14/2011 11:04 AM
Final Approval Date: 07/14/2011

COUNTY: Williamson

PROJECT: Ronald Reagan Blvd., North Phase IV

PARCELS: 8.1 and 8.2

Right To Enter Property

The **Undersigned**, hereinafter called the “**Owner**”, hereby grants Williamson County, hereinafter called the “**County**”, a right-of-entry permit upon the following terms and conditions:

- I. The Owner hereby grants to the County the right-of-entry upon the lands hereinafter described at any time within the period of sixty (60) days from the date of this instrument the purpose of inspecting and surveying the Right of Way of Ronald Reagan Blvd.
- II. The inspection and survey hereunder shall be limited to and confined and to the property described in Paragraph V as impacted by the proposed right-of-way, easements, and boundary of the road project referred to above.
- III. The County, its contractors, and any and all persons entering upon said lands under the right-of-way entry permit herein granted accept the premises in an “as-is” condition, acknowledge that they and each of them recognize that the land and area into which they are entering may be rough brushland and/or an open quarry, that there may be unevenness, holes, and conditions both open and apparent and concealed in and about the area which may be dangerous to persons in the area, and they do accept said lands in that condition. By acceptance of this agreement, the County hereby indemnifies and holds the Owner harmless from any injury caused to its contractors and any and all persons entering upon said lands under the right-of-way entry permit herein granted. The County

expressly waives any and all claims to immunity for causes arising out of this Right to Enter Property.

IV. All tools, equipment, and other property taken upon or placed upon the land by the County shall remain the property of the County and will be removed by the County at any time within 30 days after the expiration of the right-of-entry permit.

V. The land affected by this right of entry permit is described as follows:

Being approximately 14.39 acres in two tract situated in the Lemuel Walters Survey, Abstract No. 653 of Williamson County, Texas, being a portion of that 309.70 acres located on the west side of CR 234 owned by Norma Andres, et al (Parcels 8.1 and 8.2).

VI. The Owners or Owner's representative shall have the right at any time and all times to be present at and inspect the operations and any conditions found under or by reason of the work done in or on the premises. The County further agrees to give the Owner or the Owners' representative reasonable notice of when its contractors and/or any and all persons entering upon said lands under the right-of-way entry permit herein granted will be on the property.

Signed this 8th day of July, 2010

Katy Whitis
Print Name

Katy Whitis
Signature

Note: The County's representatives may not contact the above persons. Please direct all communications to Justin Hodge, Dawson Sodd Ellis & Hodge LLP, 300 West 6th St., Suite 2020, Austin, Texas 78701.

AGREED:

Authorized Representative
Of Williamson County, Texas

Signature

Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consideration and action with respect to Resolution Calling a Public Hearing Regarding Establishment of the Northwoods Road District No. 1.

Background

Fiscal Impact

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

Attachments

Link: [Northwoods Road District](#)

Form Routing/Status

Form Started By: Wendy Started On: 07/15/2011 03:38
Coco PM
Final Approval Date: 07/15/2011

RESOLUTION CALLING A PUBLIC HEARING REGARDING ESTABLISHMENT OF THE NORTHWOODS ROAD DISTRICT NO. 1

WHEREAS, under and pursuant to the authority conferred by Article III, Section 52 of the Texas Constitution, and Chapter 257 of the Texas Transportation Code, as amended and Subchapter B of Chapter 1471 of the Texas Government Code, as amended, the Commissioners Court of Williamson County, Texas (the "County") is authorized to establish one or more road districts in the County as a governmental entity and body politic; and

WHEREAS, Northwoods Avery Ranch LLC, the sole landowner within the proposed Northwoods Road District No. 1 (the "District") has requested that the County create the District consisting of approximately 181.954 acres within the boundaries set forth in Exhibit "A" attached hereto, and the County has entered into a Development Agreement (the "Development Agreement") in furtherance of such request; and

WHEREAS, the widening and expansion of Lakeline Boulevard and construction of Staked Plains Boulevard (the "Designated Roads"), together with all related improvements and appurtenances thereto, which are both inside and outside the boundaries of the District as further described in the Development Agreement, will serve the public good and benefit the residents of the District and all taxable property within the District; and

WHEREAS, the Designated Roads will provide connectivity between county roads and state highways within the County as needed to integrate the County's transportation system; and

WHEREAS, pursuant to Section 257.021 of the Texas Transportation Code, before establishing a road district the Commissioners Court must conduct a public hearing on the matter.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. The County hereby finds that it is advisable to consider the creation of the District to assist with the development of roads within the County and in furtherance thereof will hold a public hearing on August 9, 2011 at 10:00 a.m. CDT at the Commissioner's Courtroom, 710 Main Street, Georgetown, TX 78626.

Section 2. Notice of the public hearing in substantially the form attached hereto as Exhibit "B" shall be (i) published in a newspaper of general circulation in the District and County not less than 10 nor more than 30 days prior to the date of the public hearing, (ii) mailed to each registered voter in the District and (iii) posted at the County Courthouse door and at least three public places in the District.

Section 3. The agents, employees and consultants of the County are authorized and directed to do any and all things necessary or convenient to carry out the terms of this Resolution.

PASSED AND ADOPTED, this 19th day of July, 2011.

Dan A. Gattis, County Judge
Williamson County, Texas

ATTEST:

Nancy Rister, County Clerk
Williamson County, Texas

EXHIBIT "A"
BOUNDARIES

181.954 ACRES
AVERY STATION

FN. NO. 10-251(KWA)
DECEMBER 21, 2010
BPI JOB NO. 1713-05.91

DESCRIPTION

OF A 181.954 ACRE TRACT OF LAND OUT OF THE RACHEL SAUL SURVEY, ABSTRACT NO. 551, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 177.63 ACRE TRACT CONVEYED TO NORTHWOODS AVERY RANCH, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2009049201 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF THAT CERTAIN REMAINDER OF TRACT 1 - 104.79 ACRES OF LAND CONVEYED TO FLEUR LAND, LTD., BY DEED OF RECORD IN DOCUMENT NO. 9815649 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 181.954 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod with cap found in the northerly right-of-way line of Lakeline Boulevard (R.O.W. varies), being in the westerly line of that certain tract of land conveyed to Capital Metropolitan Transportation Authority (100' Railroad R.O.W.), by Deed of record in Document No. 2000020773 of said Official Public Records, for the southeasterly corner of said 177.63 acre tract and hereof;

THENCE, along said northerly right-of-way line of Lakeline Boulevard, for the southerly line of said 177.63 acre tract and hereof, the following seven (7) courses and distances:

- 1) S71°07'49"W, a distance of 620.38 feet to a 1/2 inch iron rod found at the beginning of a non-tangent curve to the right;
- 2) Along said curve, having a radius of 25.00 feet, a central angle of 87°38'53", an arc length of 38.24 feet, and a chord of which bears N64°54'00"W, a distance of 34.62 feet to a 1/2 inch iron rod found at the end of said curve;
- 3) N21°15'30"W, a distance of 28.27 feet to a 1/2 inch iron rod found for an angle point;
- 4) S68°59'00"W, a distance of 105.00 feet to a 1/2 inch iron rod found for an angle point;
- 5) S20°57'18"E, a distance of 29.94 feet to a 1/2 inch iron rod found at the beginning of a non-tangent curve to the right;
- 6) Along said curve, having a radius of 25.07 feet, a central angle of 91°43'59", an arc length of 40.15 feet, and a chord of which bears S24°54'41"W, a distance of 35.99 feet to a 1/2 inch iron rod found at the end of said curve;

- 7) S71°07'27"W, a distance of 662.76 feet to a 1/2 inch iron rod found at the southwesterly corner of said 177.63 acre tract, being the southeasterly corner of said Remainder of Tract 1 - 104.79 acres, for the southwesterly corner hereof;

THENCE, leaving said northerly right-of-way line of Lakeline Boulevard, in part along the westerly line of said 177.63 acre tract and in part over and across said Remainder of Tract 1 - 104.79 acres, with the westerly lines hereof, the following nine (9) courses and distances:

- 1) N18°33'57"W, a distance of 266.61 feet to a 1/2 inch iron rod with cap set for an angle point;
- 2) N18°57'45"W, a distance of 847.69 feet to a 1/2 inch iron rod with cap set for an angle point;
- 3) S72°06'17"W, a distance of 151.64 feet to a 1/2 inch iron rod with cap set for an angle point;
- 4) S31°14'40"W, a distance of 124.24 feet to a 1/2 inch iron rod with cap set for an angle point;
- 5) S60°34'23"W, a distance of 113.65 feet to a 1/2 inch iron rod with cap set for an angle point;
- 6) S62°44'03"W, a distance of 133.31 feet to a 1/2 inch iron rod with cap set for an angle point;
- 7) S64°37'57"W, a distance of 79.68 feet to a 1/2 inch iron rod with cap set for an angle point;
- 8) S64°06'24"W, a distance of 172.78 feet to a 1/2 inch iron rod with cap set for an angle point;
- 9) S69°14'22"W, a distance of 43.54 feet to a 1/2 inch iron rod with cap set in the easterly line of that certain tract of land conveyed to the State of Texas, by Deed of record in Volume 1723, Page 855 of said Official Records, being the westerly line of said Remainder of Tract 1 - 104.79 acres, for an angle point hereof, from which a 1/2 inch iron rod found in the northerly right-of-way line of Lakeline Boulevard (R.O.W. width varies), being the southeasterly corner of Lot 1, Block "B", Parkline Section II, a subdivision of record in Cabinet "K", Slides 11-14 of the Plat Records of Williamson County, Texas, also being the southwesterly corner of said Remainder of Tract 1 - 104.79 acres bears S20°45'38"E, a distance of 983.84 feet;

THENCE, N20°45'38"W, along the easterly line of said State of Texas tract, for the westerly line of said Remainder of Tract 1 - 104.79 acres, said 177.63 acre tract and hereof, a distance of 2204.87 feet to a 1/2 inch iron rod found in the southerly line of that certain Remainder of Tract 2 - 92.657 acres of land conveyed to Continental Homes of Texas, L.P., by Deed of record in Document No. 2004043865 of said Official Public Records, for the northwesterly corner of said 177.63 acre tract and hereof;

THENCE, N69°01'07"E, along the southerly line of said 92.657 acre tract, the southerly line of Avery Ranch Far West, Phase Two, Section Four, a subdivision of record in Cabinet DD, Slides 265-267 of the Plat Records of Williamson County, Texas, the southerly line of Avery Ranch Far West, Phase Two, Section Three, a subdivision of record in Cabinet DD, Slides 87-90 of said Plat Records, and the southerly terminus of Staked Plains Drive (90' R.O.W.), a distance of 2790.81 feet to a 1/2 inch iron rod at the northwesterly corner of that certain tract of land conveyed to LCRA Transmissions Services Corporation, by Deed of record in Document No. 2003022895 of said official Public Records, for the northeasterly corner of said 177.63 acre tract and hereof;

THENCE, leaving the southerly line of Avery Ranch Far West, Phase Two, Section Three, along the westerly and southerly lines of said LCRA Transmissions Services Corporation tract, for a portion of the easterly line of said 177.63 acre tract and hereof, the following three (3) courses and distances:

- 1) S20°59'16"E, a distance of 115.13 feet to a 1/2 inch iron rod found for an angle point;
- 2) S57°10'21"E, a distance of 575.73 feet to a 1/2 inch iron rod found for an angle point;
- 3) S88°56'19"E, a distance of 129.95 feet to a 1/2 inch iron rod found in the westerly line of said Capital Metropolitan Transportation Authority (100' Railroad R.O.W.) tract, being the beginning of a non-tangent curve to the right, for an angle point hereof;

THENCE, leaving said LCRA Transmissions Services Corporation tract, along said Capital Metropolitan Transportation Authority (100' Railroad R.O.W.) tract, for a portion of the easterly line of said 177.63 acre tract and hereof, the following three (3) courses and distances:

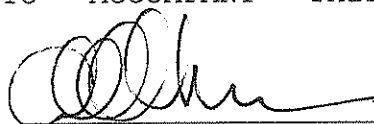
- 1) Along said curve, having a radius of 4575.32 feet, a central angle of 05°33'25", an arc length of 443.75 feet, and a chord of which bears S03°50'25",W, a distance of 443.58 feet to a 1/2 inch iron rod found at the end of said curve;

- 2) S04°33'22"W, a distance of 1523.99 feet to a 1/2 inch iron rod found at the beginning of a non-tangent curve to the left;
- 3) Along said curve, having a radius of 2020.25 feet, a central angle of 24°49'56", an arc length of 875.58 feet and a chord of which bears S 05°35'04" E a distance of 868.74 feet to the **POINT OF BEGINNING**, containing an area of 181.954 acres (7,925,936 square feet of land, more or less, within these metes and bounds.

BEARING BASIS: IS REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD 83(93) CENTRAL ZONE, UTILIZING THE LCRA GPS SURVEY CONTROL NETWORK.

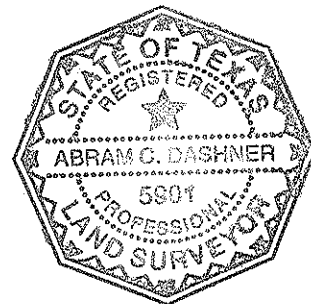
I, ABRAM C. DASHNER, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. A SURVEY EXHIBIT WAS PREPARED TO ACCOMPANY THIS FIELDNOTE DESCRIPTION.

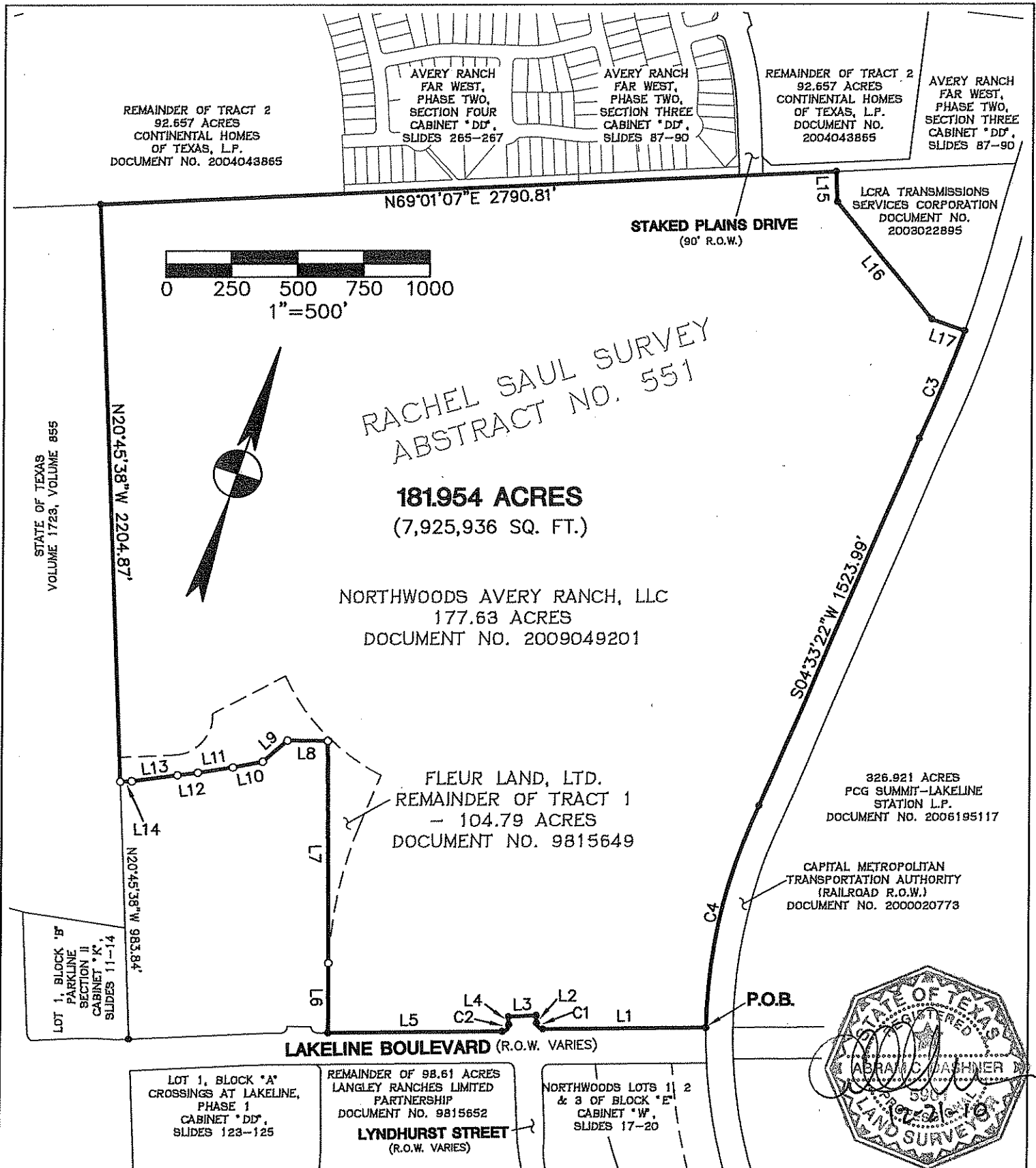
BURY & PARTNERS, INC.
ENGINEERING SOLUTIONS
221 WEST SIXTH STREET
SUITE 600
AUSTIN, TEXAS 78701



ABRAM C. DASHNER
R.P.L.S. NO. 5901
STATE OF TEXAS

12-21-10
DATE





Bury+Partners
ENGINEERING SOLUTIONS
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512)328-0011 Fax (512)328-0325
Bury+Partners, Inc. ©Copyright 2010

SKETCH TO ACCOMPANY DESCRIPTION

OF A 181.954 ACRE TRACT OF LAND OUT OF THE RACHEL SAUL SURVEY, ABSTRACT NO. 551, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 177.63 ACRE TRACT CONVEYED TO NORTHWOODS AVERY RANCH, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2009049201 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF THAT CERTAIN REMAINDER OF TRACT 1 - 104.79 ACRES OF LAND CONVEYED TO FLEUR LAND, LTD., BY DEED OF RECORD IN DOCUMENT NO. 9815649 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

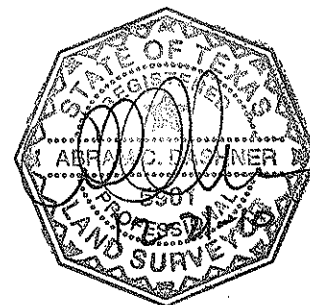
NORTHWOODS
AVERY RANCH,
LLC

LINE TABLE

LINE	BEARING	LENGTH
L1	S71°07'49"W	620.38
L2	N21°15'30"W	28.27
L3	S68°59'00"W	105.00
L4	S20°57'18"E	29.94
L5	S71°07'27"W	662.76
L6	N18°33'57"W	266.61
L7	N18°57'45"W	847.69
L8	S72°06'17"W	151.64
L9	S31°14'40"W	124.24
L10	S60°34'23"W	113.65
L11	S62°44'03"W	133.31
L12	S64°37'57"W	79.68
L13	S64°06'24"W	172.78
L14	S69°14'22"W	43.54
L15	S20°59'16"E	115.13
L16	S57°10'21"E	575.73
L17	S88°56'19"E	129.95

CURVE TABLE

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	87°38'53"	25.00	38.24	34.62	N64°54'00"W
C2	91°43'58"	25.07	40.15	35.99	S24°54'41"W
C3	5°33'25"	4575.32	443.75	443.58	S03°50'25"W
C4	24°49'56"	2020.25	875.58	868.74	S05°35'04"E



Bury+Partners
ENGINEERING SOLUTIONS
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512)328-0011 Fax (512)328-0325
Bury+Partners, Inc. ©Copyright 2010

SKETCH TO ACCOMPANY DESCRIPTION

OF A 181.954 ACRE TRACT OF LAND OUT OF THE RACHEL SAUL SURVEY, ABSTRACT NO. 551, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 177.63 ACRE TRACT CONVEYED TO NORTHWOODS AVERY RANCH, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2009049201 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF THAT CERTAIN REMAINDER OF TRACT 1 - 104.79 ACRES OF LAND CONVEYED TO FLEUR LAND, LTD., BY DEED OF RECORD IN DOCUMENT NO. 9815649 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

**NORTHWOODS
AVERY RANCH,
LLC**

DATE: 12/21/10

FILE: H:\1713\05\171305EX1.DWG

FN No.: 10-251(KWA)

DRAWN BY: KWA

PROJ. No: 1713-05.91

EXHIBIT "B"

NOTICE OF PUBLIC HEARING ON ESTABLISHMENT OF THE NORTHWOODS ROAD DISTRICT NO. 1

Notice is hereby given of the public hearing to be held by the Commissioners Court of Williamson County, Texas in accordance with Section 257.021(c) to consider establishing the Northwoods Road District No. 1 ("Proposed District"). The public hearing is to be held on August 9, 2011 at 10:00 a.m. CDT at the Commissioner's Courtroom, 710 Main Street, Georgetown, TX 78626. The boundaries of the Proposed District is reflected on the map set forth herein as Exhibit "A." The metes and bounds description of the Proposed District is on file with the County.

If created, the purpose of the Proposed District is to issue bonds in an amount not to exceed \$_____ for the purposes of constructing, improving, acquiring, or reimbursing for the costs of constructing, improving or acquiring, maintaining, financing and operating macadamized, graveled or paved roads and turnpikes and related bridges, trails, drainage works and other similar improvements and carrying out other improvements that are necessary, convenient, related or in aid thereto or that are otherwise permitted to be done under applicable laws at the time of issuance of such bonds, both within and outside the boundaries of the Proposed District, or in aid of those purposes, and to refund any bonds or other evidences of indebtedness issued for any of the foregoing purposes in an amount not to exceed one and one-half times the amount of bonds or other evidences of indebtedness issued, such bonds to be issued in one or more series or issues, to mature serially or otherwise not more than thirty (30) years from their date and to bear interest at such rate or rates (not to exceed the maximum rate permitted by law at the time of issuance of the bonds). Any bonds issued by the Proposed District will be payable from ad valorem taxes levied on all taxable property within the Proposed District.

All interested parties may appear before the Court at the time and place herein mentioned to contend for or protest the establishment of the Proposed District.

Williamson County, Texas

EXHIBIT "A"
MAP OF BOUNDARIES



Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on extending the Burn Ban in Williamson County for up to an additional ninety days.

Background

The current burn ban is set to expire on July 21, 2011.

Fiscal Impact

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

Attachments

Link: [Burn Ban Order](#)

Form Routing/Status

Form Started By: Wendy Started On: 07/15/2011 11:52
Coco AM
Final Approval Date: 07/15/2011

COUNTY OF WILLIAMSON §
 §
STATE OF TEXAS §

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, Section 352.081 of the Texas Local Government Code provides that the commissioners court of a county by order may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Williamson County Commissioners Court does hereby find that circumstances present in all of the unincorporated area of Williamson County create a public safety hazard that would be exacerbated by outdoor burning;

NOW, THEREFORE, it is ORDERED that outdoor burning is prohibited in all of the unincorporated areas of Williamson County as follows:

(A) Actions prohibited:

- (1) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
- (2) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.

(B) Enforcement:

- (1) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
- (2) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
- (3) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.
- (4) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.

- (C) This order does not apply to outdoor burning activities:
- (1) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
 - (a) firefighter training;
 - (b) public utility, natural gas pipeline, or mining operations; or
 - (c) planting or harvesting of agriculture crops.
 - (2) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.
 - (3) that involve the performance of outdoor combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:
 - (a) Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions;
 - (b) Surfaces around welding or hot works area are wetted down;
 - (c) Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;
 - (d) Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned;
 - (e) A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;
 - (f) At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding, cutting or grinding operations or hot works operations are being performed;
 - (g) No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;

(h) If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or "welding box" or "hot works box", that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with requirements (e), (f), and (g) in this list and is encouraged to comply with requirements (a)-(d) inclusive, if feasible and appropriate, and;

(i) If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or "bell hole", welding and grinding operations or hot works operations within approved excavations, the operations must comply with requirements (e), (f), and (g) in this list and is encouraged to comply with requirements (a)-(d) inclusive, if feasible and appropriate.

Be it also ORDERED that the purpose of this order is the mitigation of the public safety hazard posed by wild fires during the current dry weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

This order prohibiting outdoor burning shall expire _____ days from the date hereof, which shall be the _____ day of _____, 2011, or prior to such expiration date if the Williamson County Commissioners Court by order determines that the circumstances present in the unincorporated areas of Williamson County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier. The Williamson County Commissioners Court may adopt an additional order that takes effect on the expiration of this order if the Williamson County Commissioners Court finds at such time that circumstances then present in all of the unincorporated area of Williamson County continue to create a public safety hazard that would be exacerbated by outdoor burning.

ORDERED THIS ____ DAY OF JULY, 2011.

WILLIAMSON COUNTY COMMISSIONERS COURT

By: _____
Dan A. Gattis, County Judge

Discuss and take appropriate action on purchasing and contract approval from CTS for telecommunication equipment for the Parks Administrative Office i

Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on purchasing and contract approval from CTS for telecommunication equipment for the Parks Administrative Office in the Southwest Regional Park.

Background

We have been working with Jay Schade & Jeff Smith on methodology to provide county IT services to the Parks Administrative Office in the Southwest Regional Park. The equipment will be placed on the tower located just behind the office and will then provide the office with all telecommunication services. Our IT folks pursued all other options but due to the somewhat remote location of the park this was the only option. The equipment will cost \$26,281.71 will be paid out of 2006 park bond dollars.

The contract for services is attached as well as other pertinent DIR (Texas department of Information Resources) contract information.

Fiscal Impact

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

Attachments

Link: [Info contract](#)

Link: [Appendix terms](#)

Link: [Signed contract for services](#)

Form Routing/Status

Form Started By: Jim Rodgers
 Started On: 07/12/2011 02:58 PM
 Final Approval Date: 07/14/2011

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
CTS CONSOLIDATED TELECOM SERVICES, LLC

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and CTS Consolidated Telecom Services, LLC (hereinafter "Vendor"), with its principal place of business at 907 West Fifth Street, Suite 250, Austin, Texas 78703.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-119, on August 28, 2008, for Emergency Preparedness Hardware and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-119 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Product and Pricing Index; Appendix D, Services Agreement; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-119, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-119, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to those identified in Appendix C Product and Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to those specified in Appendix C Product and Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

A. Manufacturer's Suggested Retail Price (MSRP)

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified below.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

$$\text{Customer Price} = \text{MSRP} - \text{Customer Discount}$$

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

F. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

G. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized by the current State Travel Regulations. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

H. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is two percent (2%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$2,000.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Sherri Parks, Director
Contracting & Procurement Services
Department of Information Resources
300 West 15th Street, Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: sherri.parks@dir.state.tx.us

If sent to the Vendor:

Pam Faver
CTS Consolidated Telecom Services LLC
907 West Fifth Street
Suite 250
Austin, Texas 78703
Phone: (512) 674-9406
Facsimile: (512) 495-9473
Email: pfaver@cts411.com

7. **Software License and Service Agreements**

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License agreement and determine if the Customer accepts the license terms. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

8. Intellectual Property Matters

A. Definitions

1. “Work Product” means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer’s benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2. “Intellectual Property Rights” means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3. “Statement of Work” means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to Customer under this Contract.

5. "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary

for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product, shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph h hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other

documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertains to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions.

This Contract is executed to be effective as of the date of last signature.

CTS Consolidated Services LLC

Authorized By: Signature on File

Name: Pam Faver

Title: President

Date: June 6, 2009

**The State of Texas, acting by and through the
Department of Information Resources**

Authorized By: Signature on File

Name: Cindy Reed

**Title: Deputy Executive Director
Operations & Statewide Technology Sourcing**

Date: 6/8/09

Legal: Signature on File

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

Table of Contents

1.	Contract Scope	1
2.	No Quantity Guarantees.....	1
3.	Definitions.....	1
4.	General Provisions.....	2
	A. Entire Agreement	2
	B. Modification of Contract Terms and/or Amendments.....	2
	C. Invalid Term or Condition	2
	D. Assignment	3
	E. Survival	3
	F. Choice of Law.....	3
	G. Limitation of Authority	3
5.	Product Terms and Conditions	3
	A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only).....	3
	B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)	4
6.	Contract Fulfillment and Promotion	4
	A. Service, Sales and Support of the Contract.....	4
	B. Use of Order Fulfillers.....	4
	1) Designation of Order Fulfillers.....	4
	2) Changes in Order Fulfiller List	5
	3) Order Fulfiller Pricing to Customer.....	5
	C. Product Warranty and Return Policies.....	5
	D. Customer Site Preparation	5
	E. Internet Access to Contract and Pricing Information	5
	1) Vendor Website	5
	2) Accurate and Timely Contract Information.....	6
	3) Website Compliance Checks	6
	4) Website Changes.....	6
	5) Use of Access Data Prohibited	6
	6) Responsibility for Content	6
	F. DIR Logo	6
	G. Vendor and Order Fulfiller Logo.....	7
	H. Trade Show Participation.....	7
	I. Orientation Meeting.....	7
	J. Performance Review Meetings.....	7
	K. DIR Cost Avoidance	7

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

7.	Purchase Orders, Invoices, and Payments	8
A.	Purchase Orders	8
B.	Invoices	8
C.	Payments	8
8.	Contract Administration.....	8
A.	Contract Administrators.....	8
1)	State Contract Administrator	8
2)	Vendor Contract Administrator	8
B.	Reporting and Administrative Fees	9
1)	Reporting Responsibility	9
2)	Detailed Monthly Report	9
3)	Historically Underutilized Businesses Subcontract Reports.....	9
4)	DIR Administrative Fee.....	9
5)	Accurate and Timely Submission of Reports	9
C.	Records and Audit.....	10
D.	Contract Administration Notification	11
9.	Vendor Responsibilities	11
A.	Indemnification	11
B.	Taxes/Worker’s Compensation/UNEMPLOYMENT INSURANCE	12
C.	Vendor Certifications.....	13
D.	Ability to Conduct Business in Texas.....	14
E.	Equal Opportunity Compliance	14
F.	Use of Subcontractors	14
G.	Responsibility for Actions	14
H.	Confidentiality	14
I.	Security of Premises, Equipment, Data and Personnel.....	15
J.	Background and/or Criminal History Investigation.....	15
K.	Limitation of Liability.....	15
L.	Overcharges	15
M.	Prohibited Conduct	15
N.	Required Insurance Coverage	16
O.	Use of State Property	17
P.	Immigration.....	17
10.	Contract Enforcement	17
A.	Enforcement of Contract and Dispute Resolution	17
B.	Termination.....	17
1)	Termination for Non-Appropriation	17
2)	Absolute Right	18
3)	Termination for Convenience	18
4)	Termination for Cause	18
a)	Contract.....	18
b)	Purchase Order.....	18

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

5) Customer Rights Under Termination.....	18
6) Vendor or Order Fulfiller Rights Under Termination.....	19
C. Force Majeure	19
11. Notification	19
A. Notices	19
B. Handling of Written Complaints.....	19
12. Captions	19

Appendix A

Standard Terms and Conditions For Product and Related Services Contracts

The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

1. Contract Scope

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

2. No Quantity Guarantees

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

3. Definitions

A. Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

- 1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- 2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- 3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
- 4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
- 5) A local workforce development board created under Section 2308.253;
- 6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- 7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
- 8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- 9) A nonprofit organization that provides affordable housing.

Appendix A

Standard Terms and Conditions For Product and Related Services Contracts

- B. Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.
- C. CPA** – refers to the Texas Comptroller of Public Accounts
- D. Day** - shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
- E. Order Fulfiller** – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.
- F. Purchase Order** - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
- G. State** – refers to the State of Texas.

4. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

- 1)** The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.
- 2)** Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can weaken a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

C. Invalid Term or Condition

- 1)** To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.
- 2)** If one or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party. Any other assignment by a party shall require the written consent of the other party. Each party agrees to cooperate to amend the Contract as necessary to maintain an accurate record of the contracting parties.

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

F. Choice of Law

The laws of the State of Texas shall govern the construction and interpretation of the Contract. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or Texas Department of Information Resources.

5. Product Terms and Conditions

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible

Appendix A

Standard Terms and Conditions For Product and Related Services Contracts

Wizard” or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the “Buy Accessible Wizard” or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 5.B.2 below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR.

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 5.B.

6. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract.

B. Use of Order Fulfillers

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

1) Designation of Order Fulfillers

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State’s Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor

Appendix A

Standard Terms and Conditions For Product and Related Services Contracts

shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiller participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.

c) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfiller from participating in other procurement opportunities offered through DIR.

2) Changes in Order Fulfiller List

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiller information listed in Section 6.B.1.a above.

3) Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall comply with the Customer price as stated within Section 4 of the Contract. This pricing shall only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

C. Product Warranty and Return Policies

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products.

D. Customer Site Preparation

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

E. Internet Access to Contract and Pricing Information

1) Vendor Website

Within thirty days of the effective date of the Contract, Vendor will establish and maintain a website specific to the product and service offerings under the Contract

Appendix A

Standard Terms and Conditions For Product and Related Services Contracts

which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include: the product and services offered, product and service specifications, Contract pricing, designated Order Fulfillers, contact information for Vendor and designated Order Fulfillers, instructions for obtaining quotes and placing Purchase Orders, and warranty and return policies. The Vendor's website shall list the DIR Contract number, reference the DIR Go DiRect program, display the DIR logo in accordance with the requirements in paragraph F of this Section, and contain a link to the DIR website for the Contract.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Website Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this website is uniform with the pricing as stated in Section 4 of the Contract.

4) Website Changes

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

F. DIR Logo

Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when

Appendix A

Standard Terms and Conditions For Product and Related Services Contracts

displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

G. Vendor and Order Fulfiller Logo

DIR may use the Vendor's and Order Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

H. Trade Show Participation

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in one or more DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

I. Orientation Meeting

Upon thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

J. Performance Review Meetings

DIR will require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract. The meetings will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

K. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR customers can procure the products.

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

7. Purchase Orders, Invoices, and Payments

A. Purchase Orders

All Customer Purchase Orders will be placed directly with the Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Order Fulfiller when accepted by Order Fulfiller.

B. Invoices

1) Invoices shall be submitted by the Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Order Fulfiller.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

C. Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. Payment under the Contract shall not foreclose the right to recover wrongful payments.

8. Contract Administration

A. Contract Administrators

DIR and the Vendor will each provide a Contract Administrator to support the Contract. Information regarding the Contract Administrators will be posted on the Internet website designated for the Contract.

1) State Contract Administrator

DIR shall provide a Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) advising DIR of Vendor's performance under the terms and conditions of the Contract, and iii) periodic verification of product pricing and monthly reports submitted by Vendor.

2) Vendor Contract Administrator

Vendor shall provide a dedicated Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between a Order Fulfiller and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Administrator if the assigned Contract Administrator is not, in the opinion of DIR, adequately serving the needs of the State.

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Order Fulfillers under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Vendor's applicable Contract books at DIR's expense.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous month period. Reports shall be submitted to the DIR Go DIRect E-Mail Box at GoDirect.Sales@dir.state.tx.us. Reports are due on the fifteenth (15th) calendar day after the close of the previous month period. It is the responsibility of Vendor to collect and compile all sales under the Contract from participating Order Fulfillers and submit one (1) monthly report. The monthly report shall include, per transaction: the detailed sales for the period, the Order Filler's company name, if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The administrative fee is specified in Section 5 of the Contract. Payment of the administrative fee shall be due on the fifteenth (15th) calendar day after the close of the previous month period.

b) Vendor shall reference the DIR Contract number on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or

Appendix A

Standard Terms and Conditions For Product and Related Services Contracts

late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at DIR's expense.

C. Records and Audit

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to DIR, including the compliance checks designated by DIR, the State Auditor's Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to DIR staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

1) Upon execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Go DIRECT E-Mail Box information.

9. Vendor Responsibilities

A. Indemnification

1) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract REGARDLESS OF THE NEGLIGENCE OF THE CUSTOMER, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES. VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCIES AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

2) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES, from any and all third party claims involving infringement of United States patents, copyrights, trade and

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

b) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

3) Independent Contractor

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR OR THE STATE OF TEXAS.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS SHALL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY VENDOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

C. Vendor Certifications

Vendor certifies that it and its designated Order Fulfillers: (i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract; (ii) are not currently delinquent in the payment of any franchise tax owed the State of Texas and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate; (iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract; (v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate; (vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract; (vii) are not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration; (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control; (ix) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328; (x) Vendor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas; (xi) Vendor certifies that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency; (xii) Vendor represents and warrants that the Customer's payment to Vendor and Vendor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code; and (xiii) under Section

Appendix A

Standard Terms and Conditions For Product and Related Services Contracts

2155.006, Government Code, Vendor certifies that the individual or business entity in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract.

D. Ability to Conduct Business in Texas

Order Fulfiller shall be an entity authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas.

E. Equal Opportunity Compliance

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. A revised Subcontracting Plan shall be required before Vendor can engage additional subcontractors in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

G. Responsibility for Actions

Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

H. Confidentiality

- 1) Vendor acknowledges that DIR is a government agency subject to the Texas Public Information Act. Vendor also acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.
- 2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release

Appendix A

Standard Terms and Conditions For Product and Related Services Contracts

I. Security of Premises, Equipment, Data and Personnel

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors.

J. Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by certain Customers having legislative authority to require such investigations. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of patent, trademark, or copyright infringement.

L. Overcharges

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business

Appendix A

Standard Terms and Conditions For Product and Related Services Contracts

during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A+ financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include a combined single limit of \$500,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate of \$500,000. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured;
- d) 30-day Notice of Termination in favor of DIR and/or Customer; and
- e) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

2) Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$250,000 per disease per employee.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

- a) Waiver of Subrogation;
- b) 30-day Notice of Termination; and
- c) Additional Insured.

O. Use of State Property

Vendor is prohibited from using the Customer's equipment, the Customer's Location, or any other resources of the Customer or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State of Texas long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

Vendor shall comply with the requirements of the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, who will perform any labor or services under this Contract.

10. Contract Enforcement

A. Enforcement of Contract and Dispute Resolution

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

B. Termination

1) Termination for Non-Appropriation

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated by the governing body on behalf of local governments, or by the Texas legislature on behalf of state agencies. In the event of non-appropriation, Vendor and/or Order Filler will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the

Appendix A

Standard Terms and Conditions For Product and Related Services Contracts

product and discontinue using services under any return provisions that Vendor offers.

2) Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 11.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR or Vendor may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract. The non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 4.B.2 above. The non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order.

5) Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the

Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

6) Vendor or Order Fulfiller Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

11. Notification

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

12. Captions

The captions contained in the Contract and its Appendices are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.



CTS CONSOLIDATED TELECOM SERVICES, LLC

907 West 5th Street, Suite 250
Austin, Texas 78703

PO Box 1528
Austin, Texas 78767-1528

Appendix D Contract for Services

THIS AGREEMENT is entered into between **CTS Consolidated Telecom Services, LLC** (the "CTS"), and **Williamson County**, (the "Customer"), acting by and through their duly authorized representatives, and shall be effective concurrent with the date of authorization, and

WHEREAS, the Customer has requested CTS provide Services as offered by CTS under DIR Contract No. DIR-SDD-1020.

WHEREAS, the Customer has contracted with CTS to provide certain services as offered under DIR Contract No. DIR-SDD-1020 that may be added from the time to time by mutual agreement of CTS and the Customer writing.

WHEREAS, it is the intent and purpose of the Customer and CTS to set forth their agreement pursuant to which the Customer will contract with CTS and CTS will perform as an independent contractor certain services in connection with the Project, and to define the obligations of the Customer and CTS to each other with respect to such services.

WHEREAS, the Customer has designated Randy Bell to act with authority on Customer's behalf, in respect to all aspects of the Service, to examine and respond promptly to CTS's submissions, and to give prompt written notice to CTS whenever Customer observes or otherwise becomes aware of any defect in the Services.

NOW THEREFORE, in consideration of the mutual agreements, promises, and undertakings herein set forth, the parties agree as follows:

Section 1 - Contractual Relationship

- 1.1 The Customer agrees to contract to the CTS, and the CTS agrees to perform as an independent contractor, certain services as allowed under DIR Contract No. DIR-SDD-1020 and defined herein in connection with the Project (the "Services"), and for having rendered such Services, the Customer shall pay CTS compensation as stated in the paragraphs below.
- 1.2 The relationship of the Customer and CTS under this Agreement and otherwise shall be that of independent contractors. CTS is not, by the terms of this Agreement or otherwise, an agent, employee, or representative of the Customer. CTS shall be responsible for performing the duties and obligations owed to the Customer under this Agreement, but the Customer does not have the right to control the manner and methods employed by CTS in the performance of its Services hereunder, to the extent allowable by DIR Contract No. DIR-SDD-1020.
- 1.3 CTS's contractual relationship under this Agreement is with the Customer. Unless specifically stated, there are no other intended beneficiaries of this Agreement, incidental or otherwise.

Section 2 - Character and Extent of the Services

- 2.1 The CTS shall provide to the Customer services and incidental materials as necessary or required by CTS with respect to the Project, as provided for in DIR Contract No. DIR-SDD-1020 and that references this Contract and are accepted by the Customer.
- 2.2 All Services shall be performed in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals in the CTS's profession engaged in the same or similar projects.
- 2.3 CTS will provide a senior level Project Manager for deployment of ISSI technology in the Dallas area for interoperability. This project will manage the deployment of ISSI links and interoperability talkgroups between a Harris Corporation master site operated by the Dallas Ft. Worth Airport (DFW) and the Dallas/Dawson Motorola Astro 25 master site. This project will include coordinating the deployment, installation, configuration of the Harris ISSI Gateway subsystem, the installation of the Wide Area Network (WAN) links between the two data centers, and the coordination of the deployment, installation and configuration of the Motorola ISSI.1 Network Gateway (ISSI.1 NGW) subsystem.

The project will be coordinated in three phases/milestones:

- Phase I – Kickoff, scope defined and Cynergyze contract executed
- Phase II – a) Completion of "ISSI Validation Tests" and "End to End ISSI Connectivity tests" with customer involvement; b) submission of Final Report
- Final III – Participation, Technical and Logistical Coordination and successful execution of the "Final ISSI Validation Tests" operating with ITGs operating across all PSIC RF Sites during final PSIC system acceptance testing.

July 13th, 2011

Page 3

- 8.1 No consent or waiver, express or implied, by either party to this Agreement, to or of any breach or default by the other in the performance of any obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party. Failure on the part of any party to this Agreement to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Neither Customer's payment for, or approval or acceptance of, any of the CTS's Services shall release the CTS from any of its obligations under this Agreement.

Section 9 - Mediation

Mediation will be governed by DIR Contract No. DIR-SDD-1020, Appendix A, paragraph 10.A. Enforcement of Contract and Dispute Resolution.

Section 10 - Miscellaneous

- 10.1 This Agreement shall be effective upon its execution by the Customer and the CTS, subject to the notice to proceed, and shall remain in force until all obligations under this Agreement have been fulfilled, unless sooner terminated as provided herein.
- 10.2 This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall be in Travis County, Texas.
- 10.3 Assignment will be governed by DIR Contract No. DIR-SDD-1020, Appendix A, paragraph 4.D. Assignment.
- 10.4 DIR Contract No. DIR-SDD-1020, this Agreement (including all documents incorporated by reference or attached as exhibits hereto) represents the entire agreement between the Customer and the CTS with respect to the subject matter hereof and supersedes and merges all prior negotiations, representations, discussions, or agreements, either written or oral, with respect to the subject matter hereof. In the event of any conflict terms, DIR Contract No. DIR-SDD-1020 will control.
- 10.5 This Agreement may be amended by written instrument signed by duly authorized representatives of both the Customer and the CTS.
- 10.6 If a provision of this Agreement, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid, or unenforceable.
- 10.7 Upon request, all CTS personnel who will be performing work under this contract shall submit to a Department of Public Safety fingerprint-based criminal history background investigation and obtain a security pass prior to performing work under this contract. The Department of Public Safety has the right to prevent the CTS personnel from gaining access to the building(s) and computer system(s) if the Department of Public Safety determines that the person does not pass the background check or fails to otherwise maintain a security clearance.
- 10.8 All notices required or permitted hereunder shall be in writing and shall be deemed delivered three days after deposit with the United States Postal Service (certified mail, return receipt requested), addressed to the respective other party at the addresses shown below:

For CTS:
Pam Faver
CTS Consolidated Telecom Services
204 Texas Ave Suite A
Round Rock, TX 78664

For the Customer:
Randy Bell
Williamson County Parks & Recreation
3500 Discovery BLVD Suite 207
Cedar Park, TX 78613

Acceptance of Proposal and Contract Terms

DIR Contract No. DIR-SDD-1020, this Contract and the accepted Proposals referencing this Contract represent the entire understanding between **Texas Department of Public Safety** and CTS Consolidated Telecom Services, LLC.

- 2.4 CTS shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the Project site, including, but not limited to, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
- 2.5 CTS shall perform the Services in a timely fashion and in accordance with a schedule to be mutually agreed upon by the Customer and CTS. Customer agrees to reciprocate by providing responses and decisions as may be requested by CTS in the performance of the Services so as not to delay or inhibit the performance of CTS.
- 2.6 The Services provided by this contract will be \$20,000.00. Pricing for services herein do not include travel and additional expenses that may be incurred in the performance of said services. Travel expense reimbursement is allowable as referenced in DIR contract # DIR-SDD-1020, section 4-G. Travel expenses must be set under a maximum amount of \$5,000.00, and approved by DPS.
- 2.7 Refer to section 9K of Appendix A of DIR-SDD-1020 contract.
- 2.8 The Services required by this project are not subject to a specific schedule unless otherwise agreed upon in 2.5 above.

Section 3 - CTS's Compensation

In accordance with the DIR Contract No. DIR-SDD-1020, Customers shall comply with Chapter 2251, Texas Government Code, in making payments to CTS. Payment under the Contract shall not foreclose the right to recover wrongful payments.

SECTION 4 - INDEMNIFICATION

Indemnification will be governed by DIR Contract No. DIR-SDD-1020, Appendix A, paragraph 9.A. Indemnification.

Section 5 - Insurance

- 5.1 The CTS shall maintain throughout the term of the Services, insurance of the types and in the minimum amounts set forth below.
 - a. Worker's Compensation Insurance in accordance with the laws of the State of Texas, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupancy Disease; and Employers' Liability of \$500,000 each accident.
 - b. Commercial General Liability Insurance with limits of not less than:

General aggregate limit	\$ 1,000,000
Each occurrence, combined single limit	\$ 1,000,000
Aggregate Personal Injury/Advertising Liability	\$ 1,000,000
Fire Damage (any one fire)	\$ 300,000
Premises Medical (any one person)	\$ 5,000
 - c. Business Automobile Liability coverage applying to owned, non-owned, and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

Section 6 - Termination

Termination will be governed by DIR Contract No. DIR-SDD-1020, Appendix A, paragraph 10.B. Termination

Section 7 - Re-use of Documents

- 7.1 All documents including AutoCAD electronic data files, Drawings and Specifications furnished by CTS pursuant to this Agreement are instruments of CTS's services in respect of the Project. They are not intended or represented to be suitable for reuse by Customer or others on extensions of the Project or any other project.

Section 8 - Waiver



July 13th, 2011

Page 4

If you agree with the terms set forth in these documents, we will accept your signature below as our authorization to proceed with the Scope of Services defined herein.

Pam Faver

July 13th, 2011
Date

ACCEPTED:

Date

Please Print Name

acknowledgement of acquisition of Cobb Cavern conservation easement Commissioners Court - Regular Session

Date: 07/19/2011
Submitted By: Gary Boyd, Parks
Submitted For: Gary Boyd
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Acknowledge and take appropriate action as needed regarding Williamson County Conservation Foundation acquisition of a conservation easement covering an additional portion of Cobb Cavern, an endangered species habitat feature.

Background

At its February 9, 2001 board meeting the Williamson County Conservation Foundation (WCCF) voted unanimously to authorize expenditure of \$275,000 of WCCF funds to purchase and acquire additional conservation easement land adjacent to the existing Cobb Cavern preserve conservation easement. This expenditure is part of a larger acquisition to be completed in the future to provide for a Karst Faunal Area (KFA) in the north Williamson County Karst Faunal Region as provided for in the county's Habitat Conservation Plan (HCP).

The WCCF presently holds a conservation easement of 64.4 acres and this acquisition will add 14.9 adjacent acres to the easement and will encompass additional critical features of the cavern.

It is expected that the Texas Department of Transportation will, out of federal dedicated funds, facilitate funding for the dedicated, express and sole purpose of acquiring the remainder of the Cobb Cavern conservation easement. This will complete the acquisition of this KFA as a part of environmental mitigation for SH 195 under the county's HCP.

Fiscal Impact

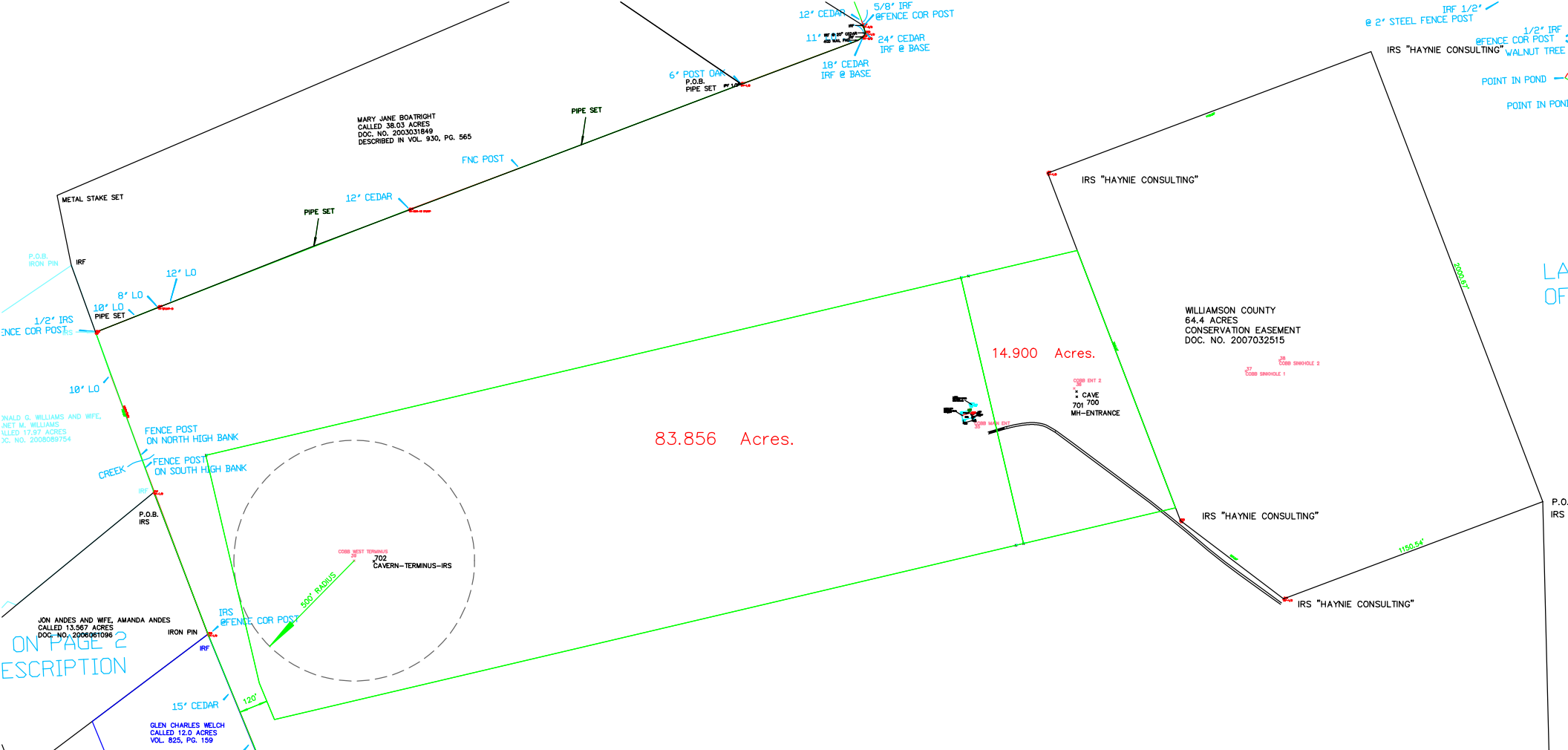
From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

Attachments

Link: [14.9 sketch survey](#)

Form Routing/Status

Form Started By: Gary Boyd
 Started On: 07/14/2011 07:57 AM
 Final Approval Date: 07/15/2011



WCCF determination letter on RRISD Pearson Ranch Commissioners Court - Regular Session

Date: 07/19/2011
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 a project area for Round Rock Independent School District consisting of 214+ acres located between Avery Ranch Boulevard and SH 45 and known as Pearson Ranch tract.

Background

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

Fiscal Impact

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

Attachments

Link: [determination letter RRISD - Pearson Ranch](#)

Form Routing/Status

Form Started By: Gary Boyd Started On: 07/14/2011 08:50 AM
Final Approval Date: 07/15/2011



Also by fax to 512-328-1804

July 14, 2008

Board of Directors
As of June 1, 2008

Round Rock Independent School District ("Applicant")
c/o Mr. Alan Albers
1311 Round Rock Avenue
Round Rock, TX 78681

Re: Pearson Ranch tract for Round Rock Independent School District consisting of sixteen tracts totaling 214.084 acres (the "Project Area")

Dear Mr. Albers:

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

1. The mitigation fee for the referenced project will be \$44,773.00 (Forty-four thousand Seven Hundred Seventy-three and no hundredths dollars). This amount ("Participation Fee") will be reflected in Paragraph 2 of the Participation Agreement. Because of the time constraints of this application the following conditions are made a part of the Determination on the Project Area.
 - a. This fee reflects a proforma mitigation for karst features located at S8 (Feature 44) and S70 (Feature 48) as identified in the application. The indicated mitigation for these features assumes presence of either or both *Texella reyesi* or *Batrises texanus* and assumes partial take of the feature S70. The portion of the mitigation for the Project Area associated with this feature is \$23,600.00 (Twenty three thousand Six hundred and no hundredths Dollars). This calculation is based on the formula as noted in Section 6.2.1.2 of the Williamson County Habitat Conservation Plan. This portion of the total fee as calculated under this Part 1a will be held in the funds of Williamson County, and any interest accrued during any holding period (such period ending as per part 1c below) shall be considered a service fee for the purpose of this Determination.
 - b. The Applicant, Round Rock Independent School District, shall direct the completion of a presence/absence survey as per current US Fish and Wildlife protocol (for reference see Appendix D to the Williamson County Regional Habitat Conservation Plan (HCP), "United States Fish and Wildlife

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

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

David Hays
Georgetown Title
Georgetown, TX

Patty Eason
Council Member
City of Georgetown, TX

Tony Glace
Chasco Construction
Leander, Texas

Chuck Walker
Walker Texas Surveyors, Inc.
Cedar Park, TX

Larry Quick
Don Quick & Associates
Round Rock, TX

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

Service, Section 10(a)(1)(A) Scientific Permit Requirements for Conducting Presence/Absence Surveys for Endangered Karst Invertebrates in Central Texas”) for the referenced karst features and shall provide a copy of the report generated to the WCCF.

- c. Upon receipt of the report generated under 1b above, WCCF shall within a reasonable period have the report reviewed by a US Fish and Wildlife permitted biologist of its choosing and will, based on that review, adjust the mitigation fee as calculated under 1a above as follows:
 - i. No indication of presence of permitted species – the fee calculated under “a” will be returned to the Applicant less reasonable and customary expenses for the review and to include a retained adjustment of \$236 (Two Hundred Thirty-six and no hundredths Dollars) as per Section 6.2.1.2 of the HCP; or,
 - ii. Indication of presence of permitted species – the fee calculated under “a” will be a part of the mitigation for the Project Area.
 - d. It is recommended that Applicant notify purchasers, heirs and assigns of mitigation under this Determination Letter and subsequent Participation Agreement(s), particularly in regard to karst features S8 and S70 as to the status of presence/absence surveys conducted on the features, particularly in regard to a 19.935 acre adjacent tract, identified as Tract 13 in the application.
2. Please notify this office as soon as possible – by email 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.
 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

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

**For the Round Rock Independent School District:**

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

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

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

## Fleet Dept Auction Dates Commissioners Court - Regular Session

Date: 07/19/2011  
Submitted By: Patrick Strittmatter, Purchasing  
Submitted For: Randy Rodgers  
Department: Purchasing  
Agenda Category: Regular Agenda Items

---

### Information

#### Agenda Item

Consider authorizing the Fleet Department to have Rene Bates Auctioneers hold online auctions for the sale of surplus County vehicles and heavy equipment on the following dates: August 12th, 2011, November 11th, 2011, February 10th, 2012, May 11th, 2012, and September 10th, 2012. All auctions will close by 5pm CST on these dates.

#### Background

---

### Fiscal Impact

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

---

### Attachments

*No file(s) attached.*

---

### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 07/11/2011 11:06 AM  
Final Approval Date: 07/11/2011

---

## Snack and Beverage Vending Machines for Williamson County Commissioners Court - Regular Session

**Date:** 07/19/2011  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Gary Wilson  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

---

### Information

#### Agenda Item

Consider authorizing advertising and setting date of August 17, 2011 at 2:00pm in the Purchasing Department to receive proposals for Snack and Beverage Vending Machines for Williamson County, Proposal # 11WCP1009.

#### Background

Due to the current contract expiring September 30, 2011, the County seeks proposals from vending firms that are trained, experienced, and qualified in providing and servicing snack and beverage vending machines. Currently, the County has eleven (11) snack machines and twenty (20) soda/drink machines placed at thirteen (13) locations.

---

### Fiscal Impact

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

---

### Attachments

Link: [Vending RFP](#)

---

### Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 07/13/2011 04:47 PM  
Final Approval Date: 07/14/2011

---





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

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

---

## REQUEST FOR PROPOSAL

---

### SNACK AND BEVERAGE VENDING MACHINES FOR WILLIAMSON COUNTY

**PROPOSAL NUMBER: 11WCP1009**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE: AUGUST 17, 2011 – 2:00 PM**

**PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED: AUGUST 17, 2011 – 2:00 PM**

#### **PROPOSAL SUBMISSION**

**DEADLINE:** Proposals must be received in the Williamson County Purchasing Department **at or before 2:00 pm on Wednesday, August 17, 2011. Proposals will be publicly acknowledged at 2:00 pm or soon thereafter** in the Williamson County Purchasing Dept., 301 SE Inner Loop, Suite 106, Georgetown, Texas.

**METHODS:** Sealed proposals may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Jonathan Harris, Suite 106, Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas 78626.*

**LOCATION DIRECTIONS:** Please see page 11 in this document for a map and directions to the Williamson County Inner Loop Annex.

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

#### **PROPOSAL REQUIREMENTS**

**SUBMITTAL:** All proposals must be submitted as follows: 1 original complete proposal set and 3 copies of the proposal set. The proposal sets should be marked "original" or "copy". A "proposal set" consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation. **All copies should have the same attachments as the original.**

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

**REFERENCES:** Williamson County requires proposer to supply with this proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number, and name of representative.

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

**FORMS:** All proposals must be submitted on the forms provided in this proposal document. Changes to proposal forms made by proposers may disqualify the proposal. Proposals cannot be altered or amended after submission deadline.

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

**RESPONSIBILITY:** It is expected that a prospective proposer will be able to affirmatively demonstrate proposer's responsibility. A prospective proposer should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

## AWARD

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

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

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in this proposal request, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

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

When the evaluation process is completed, the Williamson County Commissioners Court will consider making an award of contract at a duly called session. The top ranked proposer from the evaluation process shall be required to execute three original copies of a formal Vending Services Agreement at Williamson County's offices in Georgetown, Texas prior to the Williamson County Commissioners Court's consideration. Said contract shall be in the same form as the Vending Services Agreement, which is attached hereto and incorporated herein by reference. The only anticipated changes to the Vending Services Agreement will be to include additional exhibits, to fill in blanks to identify the successful proposer, and add terms relating to the compensation, or to revise the Vending Services Agreement to accommodate corrections, changes in the scope of services, or changes required by County. **Proposers should raise any questions regarding the terms of the Vending Services Agreement, in the form of written questions or submittals.** Because the signed Vending Services Agreement will be substantively and substantially derived from the attached Vending Services Agreement, all proposers are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached Vending Services Agreement **before** submitting a response to this RFP. Again, the attached Vending Services Agreement contains important legal provisions and is considered part and parcel of this RFP. **Failure or refusal to sign the aforesaid agreement shall be grounds for County to refuse consideration of an award to the proposer and force the selection of another proposer.** Upon the Williamson County Commissioners Court's award of contract to the

successful proposer and County's execution of the Vending Services Agreement, the terms and conditions of the Vending Services Agreement shall take precedence over the terms and conditions of RFP and the proposer's proposal in response to this RFP; as well as any inconsistencies between the Vending Services Agreement and said documents.

**CONTRACT MANAGER:** Under this contract, Gary Wilson, phone # (512) 943-1636, shall be the contract manager with designated responsibility to ensure compliance with contract requirements. The contract manager will serve as liaison between Williamson County Commissioners Court and the successful proposer.

With respect to matters such as acceptance, inspection and delivery the Technical Contact will be responsible.

**CONTRACT PERIOD(S):** The Initial Contract Period is Date of Award through September 30, 2012. Possible extensions include:

October 1, 2012 through September 30, 2013  
October 1, 2013 through September 30, 2014

**CONTRACT EXTENSIONS:** At the end of the initial contract period, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments, with the terms and conditions remaining the same. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

## PROPOSAL CONTACTS

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email or phone and are **due by 5 PM CST on Monday, August 15, 2011**. Every effort will be made to answer questions within 24 hours of receiving them.

### PURCHASING CONTACT:

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

**TECHNICAL CONTACT:**

Gary Wilson  
Director of Facilities  
3101 SE Inner Loop  
Georgetown, TX 78626  
(512) 943-1636  
[gwilson@wilco.org](mailto:gwilson@wilco.org)

**MISCELLANEOUS**

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

**FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be until the end of the fiscal year on September 30, 2012. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best proposal, but for no longer than the current fiscal year.

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

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

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

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

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

**SNACK AND BEVERAGE VENDING MACHINES  
FOR WILLIAMSON COUNTY**

**PAYMENT:** The successful proposer will compensate the County with a commission of gross revenues after taxes from the operation vending equipment and the sale of food and beverages. Such payments shall be made by the 10th day of each month for the previous month revenue. The County shall have the right to accompany the successful proposer when the revenue is collected from the equipment and conduct a hard count of the money on-site, which consists of counting the money with a portable coin counter that shall be provided by the successful proposer.

Each payment shall include a detailed accounting of how the commission was arrived at in detail sufficient for a pre-audit and post-audit thereof. The successful proposer shall submit monthly payments and records to the Williamson County Auditor and a copy of the records to the County's Contract Manager. The Williamson County Auditor's Office shall review, verify, deny and/or approve the above referenced accountings, reports and payments provided by the successful proposer.

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

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

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

***The Williamson County Conflict of Interest Statement is located on Page 9 of this RFP. This form should be completed, signed, and submitted with your Proposal.***

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

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

**TERMINATION FOR CAUSE:** In the event of breach or default of the agreement containing terms necessary to ensure compliance with the proposer's proposal, Williamson County reserves the right to enforce the performance of the agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole

discretion, the successful proposer may be given a reasonable opportunity to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

**TERMINATION FOR CONVENIENCE:** Williamson County may terminate the agreement containing terms necessary to ensure compliance with the terms hereof, for convenience and without cause or further liability, upon thirty (30) days written notice to the successful proposer. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the successful proposer shall be paid in accordance with the terms of the attached agreement. No penalty will be assessed for Williamson County's termination for convenience.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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

## COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

**PROPRIETARY INFORMATION:** All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

## **WORKER'S COMPENSATION**

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

## GENERAL CONDITIONS

### SNACK AND BEVERAGE VENDING MACHINES FOR WILLIAMSON COUNTY

#### 1. PURPOSE AND LOCATIONS

##### a) Purpose

In the past, there were multiple vending firms supplying their vending machines and services at various Williamson County locations. In 2008, the County consolidated and had one vendor supply both beverage and snack machines for all of the County's locations. Due to the current contract expiring September 30, 2011, the County seeks proposals from vending firms, hereinafter referred to as the Vendor, that are trained, experienced, and qualified in providing and servicing snack and/or beverage vending machines. The County would prefer one vendor supply both beverage and snack machines for all of the County's current locations, or if it were in the best interest of the County, have one vendor supply beverage machines and another vendor supply snack machines countywide.

##### b) Locations

Currently, the County has eleven (11) snack machines and twenty (20) soda/drink machines placed at the following thirteen (13) locations:

**Central Maintenance Facility**, 3151 SE Inner Loop, Georgetown. Hall Entrance and Training Room, 1 snack and 3 soda machines

**Inner Loop Annex**, 301 SE Inner Loop, Georgetown. Break Room, 1 snack and 1 soda machine

**Adult Probation**, 301 SE Inner Loop, Georgetown. Door Entrance, 1 soda machine

**Juvenile Justice Center**, 1821 SE Inner Loop, Georgetown. Lobby and Academy, 2 snack and 2 soda machines

**Criminal Justice Center**, 405 Martin Luther King St, Georgetown. 1<sup>st</sup> Floor Break Room 134 and in basement near Jury Impaneling Room, 2 snack and 3 soda machines

**Round Rock Annex**, 211 Commerce Blvd, Round Rock. Break Room, 1 snack and 1 soda/juice machine

**Cedar Park Annex**, 350 Discovery Blvd, Cedar Park. 2<sup>nd</sup> Floor Hallway by Justice of the Peace office, 1 snack and 1 soda machine

**Taylor Annex**, 412 Vance Street, Taylor. Sheriff's Office on 2<sup>nd</sup> Floor, 1 soda machine

**Show Barn**, 425 E. Morrow Street, Georgetown. Front Entrance, 1 soda machine

**Sheriff's Office**, 508 S. Rock Street, Georgetown. Down hallway off of Lobby, 1 soda machine, 1 energy drink machine, 1 snack machine, 1 refrigerated snack/meal machine

**County Jail**, 306 W. 4th Street, Georgetown. Front Reception Area, 2 soda machines

**Regional Animal Shelter**, 1855 SE Inner Loop, Georgetown. Front Reception Area, 1 snack and 1 soda machine.

2. SCOPE OF WORK

It is the intent of this contract to provide snack and beverage vending machines as a convenience to both the public and County employees. The contractor shall provide vending machines as described herein including all labor, supplies, materials, and equipment.

The Vendor shall furnish and maintain all equipment necessary for the proper service of each location. The Vendor shall provide an equipment inventory list to be submitted with the proposal, identifying all equipment by age and condition to be used in the performance of this contract. The County reserves the right to make inspection of equipment to be used in the performance of this contract. Any equipment found to be in poor condition must be pulled from service and replaced at the Vendor's expense. The Vendor shall comply with all county, state, and federal regulations applicable to providing food and beverage concessions.

3. TERM OF CONTRACTUAL AGREEMENT

The Initial Contract Period is Date of Award through September 30, 2012.

Possible extensions include:

October 1, 2012 through September 30, 2013  
October 1, 2013 through September 30, 2014

4. ITEMS and PRICING

Items of sale will include, but not necessarily be limited to, the following:

- o Snacks of chips, candies, candy bars, cookies and other snack type items.
- o Refrigerated snacks and meals.
- o Beverages of sodas, juices, energy drinks and water.
- o All vending prices should be provided in the proposal and be brought forth for annual approval at time of contract renewal.

Vendor shall be receptive to customer requests including replacing/adding products if Vendor is able to supply requested products and it is determined by the County and the Vendor that the additions and/or subtractions will be beneficial to overall vending machine sales. All changes with respect to product additions and/or subtractions shall be made subject to the terms and conditions of the Vendor Service Agreement.

5. ACCOUNTING

The County will require standard accounting requirements and monthly reports as stipulated by the County Auditing Department.

All reports shall include:

1. Name, address, and telephone number of Vendor.
2. County contract and proposal number.
3. Identification of items sold with a breakdown by purchase locations with total prices and quantities.

4. Check payable to: Williamson County
5. Check will be mailed to:

Williamson County Auditor's Office  
710 S. Main Street  
Georgetown, TX 78626

- a) All reports and payments shall be received at the Williamson County Auditor's Office by 12 pm noon on or before the 10<sup>th</sup> day of each month for the previous month's sales (i.e. All items sold in January will be reported and turned in on or before February 10<sup>th</sup>).
- b) The County Auditor's Office reserves the rights to review Vendor's books for accuracy of reports being submitted to Williamson County.

Nonpayment of funds owed the County shall be considered a breach of contract and may result in immediate termination of this contract.

#### 6. MAINTENANCE

- a) County will provide general maintenance of the facilities such as utility repairs, painting, electrical, etc. Any damage to facilities attributed to neglect, misuse, etc by the Vendor will be the responsibility of the Vendor and the costs of repairing damage will be the sole responsibility of the Vendor.
- b) County will be responsible for normal electric and water utilities.
- c) Vendor will be responsible for maintenance of all of their vending machines placed at County locations.

#### 7. GENERAL

- a) Vendor must provide a minimum of \$500,000 Liability Insurance as required by the County.
- b) Vending Staff should be dressed appropriately, preferably with identification to note the organization they represent.
- c) Vendor shall be responsible for all inventories and shall ensure the quality and freshness of merchandise being sold.
- d) Vendor shall provide its contact name and phone number to be seen on the outside of each vending machine supplied.

#### 8. TERMINATION

The contract will provide for a 30-day termination clause.

#### 9. PROPOSAL EVALUATION

Proposals will be evaluated on the criteria listed below. The Vendor selected will have, in the opinion of the County, the best overall combination of the criteria. The chosen Vendor may be selected without the County naming a short-list of candidates or conducting interviews.

On a separate paper entitled **Proposal Evaluation**, please provide detailed information on the criteria.



Include any additional pertinent information.

1. Commission Percentage: Percentage of total sales to County; % of gross after taxes.
2. Years of experience in vending machine business, including work with governmental entities. How long have you provided vending services to the Austin area?
3. Provide three (3) references including customer names, contacts, and phone numbers.
4. What is your refund policy and process for product that does not dispense properly or is damaged upon being dispensed?
5. What would be your service response time and how often would you service and/or resupply your machines?
6. Please provide a list of all drink and snack products that you could supply with their size or weight (in ounces) with proposed selling prices.
7. What amount of electricity would your vending machines use on a monthly basis?
8. Recycling- Would you provide any recycling containers and/or services for empty aluminum cans and/or plastic bottles? If yes, please detail the recycling services you would provide.
9. Vending Machine Placement- Are there any sales volume requirements that need to be met for machine placement? If yes, what are these sales volume requirements? How would you determine the feasibility of any new, County-requested locations?



## WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

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

**Printed name of person submitting form:**

**Name of Company:**

**Date:**

**Signature of person submitting form:**

Notarized:

**Sworn and subscribed before me**

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

**on** \_\_\_\_\_.

**(date)**

**WILLIAMSON COUNTY PROPOSAL FORM**  
**SNACK AND BEVERAGE VENDING MACHINES**  
**FOR WILLIAMSON COUNTY**

**PROPOSAL NUMBER: 11WCP1009**

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

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

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

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

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

Mobile Phone: (\_\_\_\_\_) \_\_\_\_\_

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

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

Date of PROPOSAL: \_\_\_\_\_

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

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

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

# Williamson County Inner Loop Annex

**Address:**

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

## **Directions:**

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

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

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

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

### **From North (Georgetown, Jarrell)**

Take IH-35 Southbound

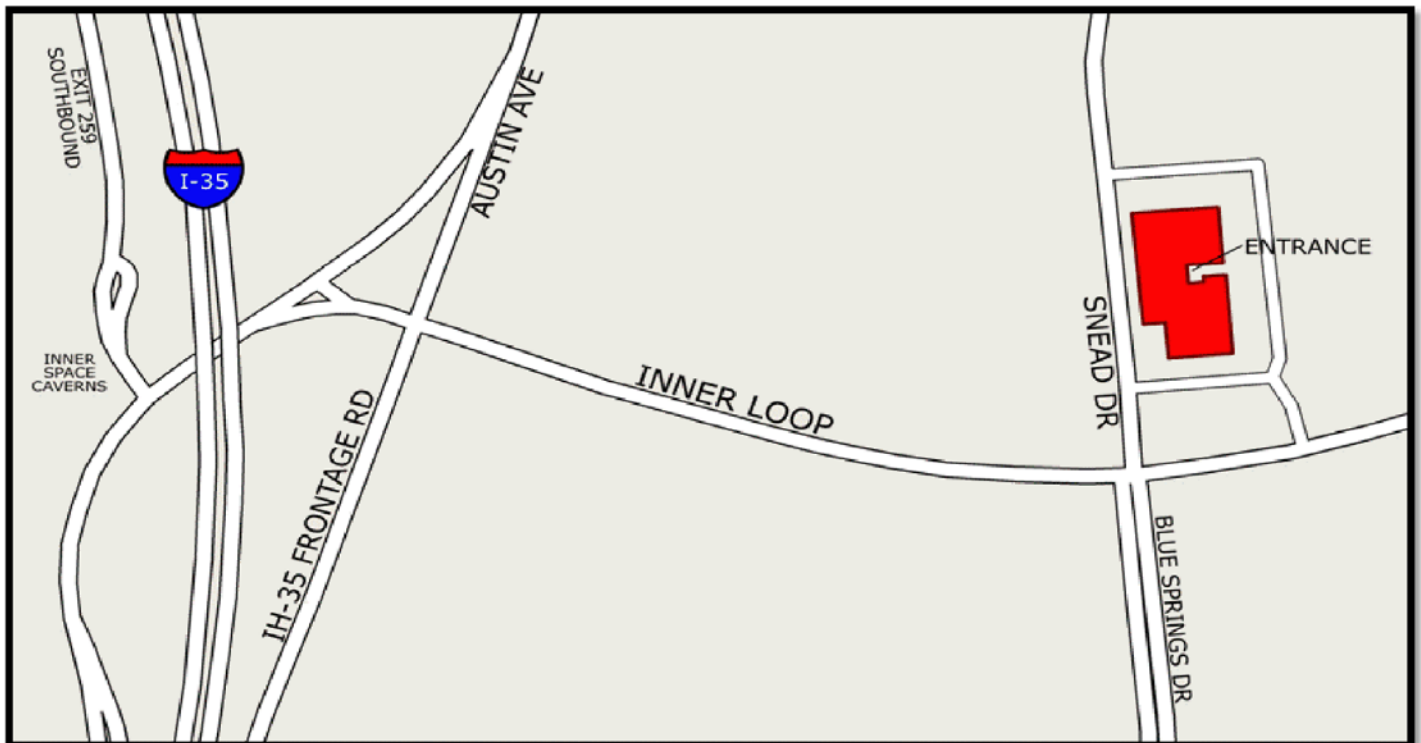
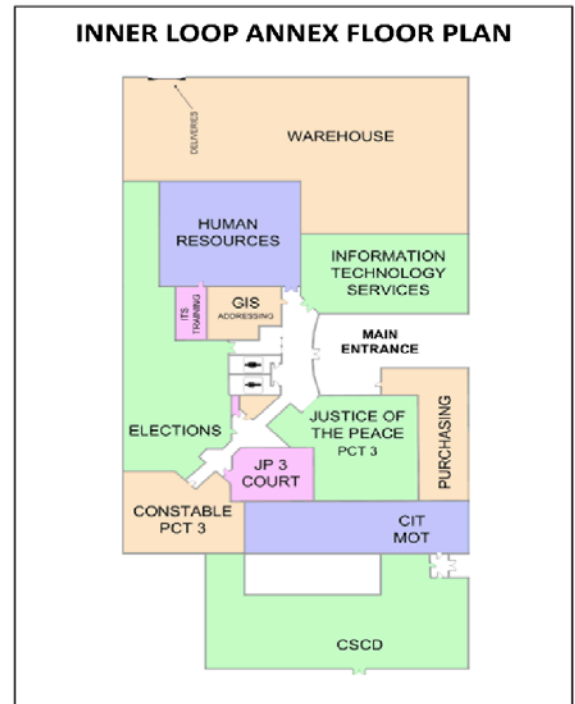
Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

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

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



## **VENDING SERVICES AGREEMENT**

The successful proposer shall be required to execute a formal contract (Vending Services Agreement) at Williamson County's offices in Georgetown, Texas, to be awarded by the Williamson County Commissioners Court. Said contract shall be in the same form as the contract which begins on the following page. The only anticipated changes in the contract will be to include additional exhibits, to fill in blanks to identify the contractor, and terms relating to the compensation, or to revise the contract to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued.

**Proposers should raise any questions regarding the terms of the contract, or submit requested changes in said terms, in the form of written questions or submittals.** Because the signed contract will be substantively and substantially derived from the attached contract, each proposer is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached contract **before** submitting a proposal. Again, the attached contract contains important legal provisions and is considered part and parcel of this proposal invitation. Failure or refusal to sign aforesaid contract shall be grounds for Williamson County to revoke any proposal award which has been issued, and select another vendor.

**VENDING SERVICES AGREEMENT BETWEEN  
WILLIAMSON COUNTY, TEXAS  
AND**

[REDACTED]

This Vending Services Agreement ("Agreement") is between Williamson County, Texas, a political subdivision of the State of Texas ("County") with premises located at Williamson County, Texas (the "Premises") and [REDACTED], a [REDACTED] ("Contractor"), with principal offices located at [REDACTED], both of which are referred to herein as the parties.

**WITNESSETH**

**WHEREAS**, the County owns and/or operates various buildings, grounds and real property;

**WHEREAS**, the County requested proposals from vending firms that were trained, experienced and qualified in providing and servicing snack and beverage vending machines;

**WHEREAS**, on [REDACTED], Contractor responded to County's request for proposals and the County determined that, after review of all proposals received, Contractor's proposal to provide vending machines, vending products and related services at County's facilities was in the best interest of the County;

**THEREFORE**, in consideration of the mutual benefits to be derived hereby, the County and the Contractor do hereby agree as follows:

**I. TERM AND RENEWAL**

**A. Initial Term of Agreement**

This Agreement shall commence on the date of the last party's execution hereof, and shall terminate on [REDACTED], 20[REDACTED], unless it is renewed as set forth herein.

**B. Renewal of Agreement**

At the end of the initial term of this Agreement, the parties, upon mutual agreement, shall have the option to renew this Agreement for up to two (2) additional and separate terms of twelve (12) months each upon the same terms and conditions contained herein and at the renewal prices indicated in Section III, Compensation. Exercise of the renewal option is at the County's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance of this Agreement and subject to the availability of funds. The County, if it desires to

exercise its renewal option, will provide notice to the Contractor of its election to renew. The renewal term shall be considered separate and shall require exercise of the renewal option should the County choose to renew this Agreement. The County and the Vendor agree that termination shall be the Vendor's sole remedy if the County chooses not to extend this Agreement for an additional twelve (12) month term.

## **II. SCOPE OF SERVICE**

### **A. Services to be Provided**

The Contractor shall provide vending machines, vending products and related services for the County's properties and locations listed on Attachment 1 ("Sites"). The Contractor will be responsible for keeping its machines filled with the products identified on the Master Vending List, which is attached hereto as Attachment 2. The County reserves the right to reasonably add or delete Sites where vending machines are operated, on an as-needed basis. Each Site serviced by the Contractor shall be adequately supplied with the type and number of machines necessary to service the vending needs of the County at each particular Site. The type and number of machines at a specific Site will be dependent upon such factors as requests of the County, available space, available utility outlets, and sales.

### **B. Contractor's Responsibilities**

#### **1. Equipment to be Provided**

The Contractor shall install, at no cost to the County, vending equipment at the Sites listed on Attachment 1. A list of all equipment installed at these Sites, including the name, type, serial number, counter or meter reading at time of installation and location of each piece of equipment, shall be provided to the County's Contract Manager within fifteen (15) days before execution of this Agreement. All equipment shall be equipped with "dollar bill" validators (Mars or an approved equivalent) as well as a coin and/or item counters. All equipment must have DEX/UCS included or DEX compatibility to be installed within thirty (30) days after execution of this Agreement. All equipment used in this Agreement shall be no older than five (5) years. If, within the first thirty (30) days following execution of this Agreement, the machines are not equipped with the DEX/UCS box, the Contractor must demonstrate a reliable system of accounting for sales. If the accounting system is not accepted by the County, the County reserves the right to immediately terminate this Agreement.

Either the County or the Contractor may initiate a written request for addition or deletion of vending equipment; provided, however, prior to the Contractor deleting any installed vending equipment (a vending machine), Contractor must first provide, in writing, sales data to the County Contract Manager which evidences that the vending equipment is underperforming in relation to other



vending equipment that is located at other Sites. With County Contract Manager authorization, the Contractor may then change the existing mix of products provided in the machine and/or prices for at least a thirty (30) day period in order to determine if sales improve to mutually agreeable and acceptable levels. The change in product mix would be performed based on feedback from the County's Contract Manager and the County's employees that use the machine in question. If sales do not improve to mutually agreeable and acceptable levels during the said thirty (30) day period, then the Contractor may ask for re-authorization, in writing, to either change the product mix for an additional thirty (30) day period, or contact the County's Contract Manager, in writing, providing supporting sales data including the most recent data, and request final removal of the vending machine from its then current location. If after the second thirty (30) day period sales have not improved to mutually agreeable and acceptable levels, the Contractor can, in writing, request final removal of the vending machine from its then current location.

Any disputes concerning equipment changes shall be resolved pursuant to Section VII., J., Disputes. The Contractor shall provide at each Site the type of vending equipment and supplies listed below:

- a. Cold drink and/or snack machines only;
- b. The types and number of machines that will be situated at each specific Site shall be determined as set forth herein; and
- c. Dollar validators will be required on each machine, and a separate currency changer may be required by the County.

The total number of machines allocated to each Site must be installed no later than thirty (30) days after the complete execution of this Agreement. If the County deems it necessary to delete or add additional machines after the initial installation, the County will notify the Contractor in writing. By execution of this Agreement, the Contractor agrees to such additions/deletions and shall have thirty (30) days to comply from date of the notification. Any additional machines shall be provided on the same terms and conditions as contained in this Agreement.

## 2. Products to be Provided

The approved list of products to be dispensed in the vending machines can be found on Attachment 2, Master Vending List. This list also establishes the maximum price that may be charged for each of the listed products. Contractor shall sell only those products listed on the Master Vending List or approved substitute products in vending machines placed at each Site. The County shall have the exclusive right to add or to delete any product to be dispensed in the vending machines based on volume of sales or other factors, without a formal amendment.

If the County deems it necessary to add or to delete products after the initial installation, the County will notify the Contractor in writing. By execution of this Agreement, the Contractor agrees to such additions/deletions and shall have thirty (30) days from the date of the notification to comply. Any additions shall be provided on the same terms and conditions as contained in this executed Agreement.

Any request by Contractor to provide alternate or substituted products shall be submitted in writing and must be approved in writing by the County. Substitute products must be of the same quality and must be packaged in the same manner (proportion size, volume and/or weight, as applicable) as the product sought to be substituted. The County reserves the right to reject any request for substitution if, in the County's sole discretion, the substituted product is not of the same quality or packaging (proportion, weight, volume, etc.) as the product sought to be substituted. Requests for alternate or substituted products shall be granted or denied within ten (10) days of receipt of written request.

### 3. Services to be Provided

The Contractor shall:

- a. Collect all money from each machine and record ending meter reading for an accurate accounting of sales and collections for each machine;
- b. Submit timely Monthly Sales Reports as required under Section II., 5., Reporting;
- c. Provide all maintenance and repairs to the machines at no cost to the County, as specified in Section II., 4., Operational Requirements;
- d. Return a minimum of once-per-week to each facility, on a regularly scheduled day as determined by the County, to replenish vending stock and vending supplies, if applicable, and to clean and sanitize all machines; provided, however, Contractor may adjust the time that it returns to certain Sites if it becomes unnecessary to replenish vending stock and vending supplies once-per-week due to lower sales volumes at such Sites;
- e. Return within 24 hours prior to a County holiday, to replenish vending stock and vending supplies, if applicable, and to clean and sanitize all machines;

County holidays are as follow:

1. New Years Day
2. Birthday of Martin Luther King, Jr.
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day Observance
7. Thanksgiving Day and the Friday after Thanksgiving
8. Christmas Eve and Christmas Day

- 9. President's Day
- 10. Good Friday

- f. Be responsible for the electrical connections for all vending machines;
- g. Respond to any request by the institution or facility for supplies, service or assistance within 24 hours of initial request; and
- h. Provide the County with an office telephone number and cell and/or pager number for at least two (2) individuals who can be reached twenty-four (24) hours per day, seven (7) days per week in regard to equipment or services to be provided.

#### 4. Operational Requirements

- a. The Contractor shall be required to have all machines installed and fully operational at Sites, within thirty (30) days of Agreement execution.
- b. The Contractor shall repair any non-functioning machine to full operating capacity within twenty-four (24) hours of notice or replace said machine within the same time period.
- c. The Master Vending List (Attachment 2) establishes the price list for all approved products. Except for increases for renewal terms, these prices will not be increased except upon written request of the Contractor and only as a result of manufacturers' price increases or increases in the cost of raw materials. Any requests for price increases to products must be submitted in writing and be accompanied by supporting documentation (i.e., proof of Contractor's wholesale purchase price increase). Approval of the increase shall be made in writing by the County. It is anticipated that for every 2.5 cent increase in wholesale purchase price of an item, an increase of no more than 5 cents may be made for that item. Requests for price increases may only be submitted to the County for approval every six months.

#### 5. Reporting

A Monthly Sales Report shall be submitted on a monthly basis to the County's Contract Manager no later than the tenth (10<sup>th</sup>) day of the previous month following the month reported. This report shall include the following:

- a. A list of gross sales of each vending machine by product name, product type and Site;
- b. Total gross sales for all Sites;
- c. Copy of the restocking reports by machine or by each institution;
- d. Commission payable to the County.

#### 6. Refunds

The Contractor will be responsible for processing all refunds. The County's Contract Manager shall review and approve the process within 30 days of

Agreement execution. The Contractor shall post notices in clearly visible locations informing patrons how to request refunds. The Contractor is responsible for making refunds of monies lost due to malfunctions of vending machines within seventy-two (72) hours of report of loss.

#### 7. Equipment Ownership

The Contractor is acknowledged to be the owner of all machines, equipment and/or merchandise which may be brought upon the County's property by the Contractor, and nothing in this agreement will give the County any interest, outside of the interest stated in this Agreement, in such machines, equipment or merchandise.

### **C. Contractor Staff Conduct for Facility Access**

1. The Contractor or designee shall make prior arrangements with the County regarding access to the Sites for the purposes of delivering equipment, providing services or providing maintenance of equipment.

The Contractor's staff on-site shall adhere to the standards of conduct prescribed in any County personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the County.

In addition, the Contractor shall ensure that all staff adhere to the following requirements:

- a. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the County. In providing services pursuant to this Agreement, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- b. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the County's Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Agreement.
- c. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the County's Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

## 2. Staff Background/Criminal Record Checks

- a. The Contractor's staff assigned to this project may, at County's option, be subject, at the County's expense, to a background/criminal records check. This background check may be conducted by the County and may occur or re-occur at any time during the Agreement period. In order to carry out this background check, upon request, the Contractor shall provide the County with the following data for any individual Contractor or subcontractor's staff assigned to provide services under this Agreement: Full Name, Race, Sex, Date of Birth, Social Security Number, Driver's License Number and State of Issue. The County may review the submitted proposed employee information and make a determination within five (5) business days. If requested, the Contractor shall also submit to fingerprinting for submission by the County to the Federal Bureau of Investigation (FBI) for all temporarily approved new hires.
- b. No person who has been barred from any County work release center or other facility shall provide services under this Agreement.
- c. The County has full discretion to require the Contractor to reasonably disqualify, prevent, or remove any staff from any work under this Agreement. The County is under no obligation to inform the Contractor of background check findings or criteria for disqualifications or removal.
- d. The Contractor shall not employ any individual under this Agreement who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the service to be provided under this Agreement. The objective of this provision is to ensure that no employee of the Contractor, under any such legal constraints, has contact with or access to any records of the County.
- e. The Contractor shall immediately report to the County of any new arrest, criminal charges or convictions and any active felony or misdemeanor supervision of any current employee performing services under this Agreement.
- f. The Contractor shall screen all prospective employees through referral and employment checks. The Contractor shall require that all prospective employees provide the details of any of the following criminal background information:
  1. Conviction for a felony or Class A misdemeanor.
  2. Plea of nolo contendere or plea of guilty to a crime that is a felony or Class A misdemeanor.
  3. Had adjudication of guilt withheld to a crime that is a felony or Class A misdemeanor.
  4. Current pending charges for a for a felony or Class A misdemeanor.

- g. Note that a felony or Class A misdemeanor conviction, a plea of guilty or nolo contendere to a felony or Class A misdemeanor crime, or adjudication of guilt withheld to a felony or Class A misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the County reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the County within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the penalty is a fine only and no jail time can be assessed) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the County.

### 3. Facility and Staff Security

- a. The Contractor employees shall display a current picture identification of the employee and be prepared to provide the County, upon request, with his/her Driver's License or State of Texas ID card.
- b. The Contractor shall ensure that staff wears attire suitable for the position, either a standard uniform or business casual dress.
- c. Contractor staff shall be subject to searches of their person or searches of equipment and/or products at any time when entering any County detention or jail facility.
- d. The Contractor's staff shall be subject to the requirements of Section II., C., of this Agreement and may be denied access to the facility by the County.

## **D. County's Responsibilities**

The County will:

1. Verify the counter or meter reading of Contractor's machines at time of installation;
2. Provide utilities to operate machines;
3. At its sole option and discretion, conduct background checks on Contractor employees, at no cost to the Contractor, who are responsible for carrying out the services under this Agreement.
4. Grant the Contractor or designee access to the County's Sites, subject to any safety concerns or issues, between the hours of 8:00 a.m. and 5:00 p.m. for the purposes of providing service, equipment or maintenance. The Contractor may be granted access to a facility at times other than 8:00 a.m. to 5:00 p.m. to complete these services only if approved by the County in advance; and
5. Assume no liability for damage to equipment or loss of inventory or funds and shall not be liable for same.

## E. Monitoring and Evaluation

The County's Contract Manager or designated County staff will perform monitoring during the term of this Agreement, but not less than once a year to ensure contract compliance. Monitoring shall include periodic review of compliance with contract service delivery including but not limited to, review of the specific Agreement requirements such as:

1. Reporting Submission
2. Operations performance
3. Equipment performance
4. Equipment maintenance

If issues of non-compliance are identified during County's monitoring, the County may provide a written report to the Contractor following the monitoring visit. When issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) will be required of the Contractor. The CAP is to be submitted to the County's Contract Manager within ten (10) days of receipt of the monitoring report. If necessary, a follow-up monitoring visit will be scheduled by the Contract Manager, and will occur within thirty (30) days of the original monitoring visit at which time full compliance must be met. Failure to correct deficiencies after thirty (30) days of receipt of a written monitoring report notating the deficiencies may result in County's determination of breach of contract and termination of this Agreement.

The County reserves the right for any County staff to make scheduled or unscheduled, announced or unannounced visits to the Contractor's place of business.

## III. COMPENSATION

### A. Payment

The Contractor will compensate the County for services specified in Section II, Scope of Service, as delineated below:

1. The Contractor will compensate the County with a commission of \_\_\_\_\_% of gross revenues after taxes (ex:  $\$1.00 - \$0.08 \text{ sales tax} = \$0.92 \times \text{_____} \% = \$\text{_____}$  commission) from the operation of said equipment and the sale of food and beverages. Such payments shall be made by the 10th day of each month for the previous month revenue.
2. The County shall have the right to accompany the Contractor when the revenue is collected from the equipment and conduct a hard count of



the money on-site, which consists of counting the money with a portable coin counter that shall be provided by the Contractor.

#### **B. Official Payee**

The Contractor agrees that each payment will include a detailed accounting of how the commission was arrived at in detail sufficient for a pre-audit and post-audit thereof. The Contractor shall submit monthly payments and records to the Williamson County Auditor and a copy of the records to the County's Contract Manager as identified in Section IV., A. The Williamson County Auditor's Office shall review, verify, deny and/or approve the above referenced accountings, reports and payments provided by Contractor.

Williamson County Auditor  
Accounts Payable Department  
710 S. Main Street  
Georgetown, Texas 78626

#### **C. Travel Expenses**

The County shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Agreement.

#### **D. Contractor's Expenses**

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Agreement, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Agreement.

#### **E. Tax Exemption**

County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by County. Exemption certificates will be provided to contractors and suppliers upon request.

#### **F. Renewal Prices**

In the event the County chooses to extend this Agreement and the Contractor agrees to such extension, the prices of the food and beverages for each extended period shall be adjusted based on the seasonally adjusted Consumer Price Index for All Urban Consumers (CPI-U) for food and beverages in the State of Texas.

## **G. Change of Circumstance**

The commission rate(s) and prices are based, in part, on assumptions regarding population, hours of operation, other conditions on the Premises, labor costs, product costs, fuel costs, Federal, state, and local tax structure, and any other levy or tax that impacts Contractor's services ("Factors"). If there are changes in such Factors, Contractor may modify the commission rate(s) and/or prices upon thirty (30) days prior written notice to County, which shall be noted on commission statements and/or the remittance advice. Furthermore, in lieu of price increases per Section F above, Contractor may, upon thirty (30) days prior written notice, modify the commission rate(s). It is acknowledged and understood that County may terminate this Agreement, at its will upon thirty (30) calendar days notice in accordance with the termination rights set forth under Section VI below, if County determines, in its sole discretion, that Contractor's modification of the commission rates and/or prices is unreasonable or excessive.

## **IV. CONTRACT MANAGEMENT**

### **A. County's Contract Manager**

The Contract Manager for this Agreement will be:

Gary Wilson  
Director of Facilities  
3101 SE Inner Loop  
Georgetown, TX 78626  
Phone: (512) 943-1636

The Contract Manager will perform the following functions:

1. Serve as the liaison between the County and the Contractor;
2. Verify receipt of deliverables from the Contractor;
3. Monitor the Contractor's progress;
4. Assist in evaluating the Contractor's performance;
5. Process all amendments, renewals and terminations of this Agreement;  
and
6. Assist in evaluating Contractor performance upon completion of the overall Agreement. This evaluation will be placed on file and will be considered if the Agreement is subsequently used as a reference in future procurements;
7. Maintain the official Agreement file; and
8. Maintain the official records of all formal correspondence between the County

and the Contractor.

## **B. Contractor's Representative**

The name, title, address and telephone number of the Contractor's representative responsible for administration and performance under this Agreement is:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
Phone: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]

## **D. Contract Management Changes**

After execution of this Agreement, any changes in the information contained in Section IV., Contract Management, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official record.

## **V. MODIFICATIONS**

Modifications to the provisions of this Agreement, with the exception of Section IV., Contract Management, shall be valid only through execution of a formal amendment.

## **VI. TERMINATION**

### **A. Termination at Will**

This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notices of termination shall be delivered by certified mail (return receipt requested) to the non-terminating party.

### **B. Termination for Cause**

If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of

the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

### **C. Termination for Unauthorized Employment**

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Agreement.

## **VII. CONDITIONS**

### **A. Records**

#### **1. Public Records Law**

It is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

#### **2. Audit Records**

- a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement, and agrees to provide a financial and compliance audit to the County or to the Office of the Williamson County Auditor and to ensure that all related party transactions are disclosed to the auditor.

- b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Agreement.

### **3. Retention of Records**

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Agreement for a period of five (5) years following the termination of this Agreement. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the County and the terms of this Agreement. Copies of all records and documents shall be made available for the County upon request. All records and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., B., Contractor's Representative for the duration of the period referenced above. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of five (5) years following termination of the Agreement, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the County of the location of all records pertaining to this Agreement and shall notify the County by certified mail within ten (10) days if/when the records are moved to a new location.

### **B. Materials with Recycled Content**

It is expressly understood and agreed that Contractor must provide recycling receptacles in and around the Sites where any recyclable products or materials are sold pursuant to this Agreement.

### **D. Employment of County Personnel**

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of this Agreement, any current employee of the County.

### **E. Non-Discrimination**

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Agreement.

## **F. Americans with Disabilities Act**

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the County.

## **G. Indemnification**

THE CONTRACTOR SHALL BE LIABLE, AND AGREES TO BE LIABLE FOR, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY, ITS EMPLOYEES, AGENTS, OFFICERS, HEIRS, AND ASSIGNEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, JUDGMENTS, OR DAMAGES INCLUDING COURT COSTS AND ATTORNEY'S FEES ARISING OUT OF NEGLIGENT ACTS OR OMISSIONS BY THE CONTRACTOR, OR ITS EMPLOYEES OR AGENTS, IN THE COURSE OF THE OPERATIONS OF THIS AGREEMENT, INCLUDING ANY CLAIMS OR ACTIONS BROUGHT UNDER TITLE 42 USC §1983, THE CIVIL RIGHTS ACT.

## **H. Contractor's Insurance**

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Agreement. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the County under this Agreement. Upon the execution of this Agreement, the Contractor shall furnish the County's Contract Manager written verification of such insurance coverage. The County reserves the right to require additional insurance where appropriate. Contractor's insurance shall be primary as to any other existing, valid, and collectible insurance that is maintained or carried by County.

## **I. County's Insurance**

County does not carry or maintain general liability insurance coverage since tort claims against the County are subject to the liability and damage limitations of the Texas Tort Claims Act. Thus, County has chosen to self-insure rather than to obtain insurance coverage for such residual liability, if any. The full faith and credit of the County, therefore, stands behind any lawful tort claims against it, its officials, employees, or agents.

## **J. Independent Contractor Status**

The Contractor shall be considered an independent contractor in the performance of its duties and responsibilities under this Agreement. The County shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

## **K. Disputes**

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available under this Agreement or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

## **L. Copyrights, Right to Data, Patents and Royalties**

The County shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all non-confidential/non-proprietary information and data developed, derived, documented, or furnished by the Contractor under this Agreement. All documentation produced as part of the Agreement shall become the exclusive property of the County, and may not be copied or removed by any employee of the Contractor without express written permission of the County.

## **M. Subcontracts**

The Contractor is fully responsible for all work performed under this Agreement. The Contractor may, upon receiving written consent from the County's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under this Agreement. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Agreement, shall in any way relieve the Contractor of any responsibility for the performance

of its duties. All payments to subcontractors shall be made by the Contractor. If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the County. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Agreement. Failure by the Contractor to pay the subcontractor within seven (7) working days result in the County's termination of this Agreement.

#### **N. Assignment**

Except to an affiliated entity, neither party shall assign its responsibilities or interests under this Agreement to another party without prior written approval of the other party.

#### **O. 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.

#### **P. 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 was omitted, so long as the material purposes of this Agreement can still be determined and effectuated.

#### **Q. Verbal Instructions**

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications that are in writing from the County's staff identified in Section IV., Contract Management, of this Agreement shall be considered a duly authorized expression on behalf of the County. Only communications from the Contractor's representative identified in Section IV., B., which are in writing and signed, will be recognized by the County as duly authorized expressions on behalf of the Contractor.



## **R. Conflict of Interest**

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the County for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the County shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the County.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Agreement.

## **S. Governing Law and Venue**

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 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.

## **T. No Third Party Beneficiaries**

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

## **U. Waiver**

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

## **V. 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, 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.

## **W. No Indemnification by County**

Contractor acknowledges and agrees that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to Contractor; therefore, all references of any kind to County indemnifying, holding or saving harmless any other party, including but not limited to Contractor, for any reason whatsoever are hereby deemed void and deleted.

## **X. Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors, executors, administrators, and assigns.

## **Y. Incorporation of Exhibits and Attachments**

All of the Attachments referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

## **Z. 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.

## **AA. Execution in Counterparts**

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

## **BB. Conflicting Terms**

In interpreting this Agreement, the County's Request for Proposal for Snack and Beverage Machine Services (Proposal No. 11WCP706), and the Contractor's Proposal in response to said Request for Proposal, and resolving any conflicts

and/or ambiguities between the terms and conditions of said documents, the terms and conditions of this Agreement shall take precedence over the terms and conditions of the County's Request for Proposal for Snack and Beverage Machine Services (Proposal No. 11WCP706) and the Contractor's Proposal in response to said Request for Proposal; as well as any inconsistencies between this Agreement and said documents.

#### **CC. 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.

**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized to be effective as the last party's execution hereof.

#### **CONTRACTOR:**

\_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_\_\_

FEID #: \_\_\_\_\_

#### **WILLIAMSON COUNTY, TEXAS**

SIGNED BY: \_\_\_\_\_

Dan A. Gattis,  
Williamson County Judge

DATE: \_\_\_\_\_, 20\_\_\_\_

## **ATTACHMENT 1 SITES**

**Central Maintenance Facility**, 3151 SE Inner Loop, Georgetown. Hall Entrance and Training Room, 1 snack and 3 soda machines

**Inner Loop Annex**, 301 SE Inner Loop, Georgetown. Break Room, 1 snack and 1 soda machine

**Adult Probation**, 301 SE Inner Loop, Georgetown. Door Entrance, 1 soda machine  
**Juvenile Justice Center**, 1821 SE Inner Loop, Georgetown. Lobby and Academy, 2 snack and 2 soda machines

**Criminal Justice Center**, 405 Martin Luther King St, Georgetown. 1<sup>st</sup> Floor Break Room 134 and in basement near Jury Impaneling Room, 2 snack and 3 soda machines

**Round Rock Annex**, 211 Commerce Blvd, Round Rock. Break Room, 1 snack and 1 soda/juice machine

**Cedar Park Annex**, 350 Discovery Blvd, Cedar Park. 2<sup>nd</sup> Floor Hallway by Justice of the Peace office, 1 snack and 1 soda machine

**Taylor Annex**, 412 Vance Street, Taylor. Sheriff's Office on 2<sup>nd</sup> Floor, 1 soda machine

**Show Barn**, 425 E. Morrow Street, Georgetown. Front Entrance, 1 soda machine

**Sheriff's Office**, 508 S. Rock Street, Georgetown. Down hallway off of Lobby, 1 soda machine, 1 energy drink machine, 1 snack machine, 1 refrigerated snack/meal machine

**County Jail**, 306 W. 4th Street, Georgetown. Front Reception Area, 2 soda machines

**Regional Animal Shelter**, 1855 SE Inner Loop, Georgetown. Front Reception Area, 1 snack and 1 soda machine.

**County Tax Office**, 904 S. Main Street, Georgetown. Front Reception Area, 1 soda machine

**ATTACHMENT 2  
MASTER VENDING LIST**

VENDING PRODUCT LIST FOR WILLIAMSON COUNTY

**ITEM**

**SIZE**

**PRICE**

**authorizing advertising and setting date for Contract Towing Services for  
Williamson County Sheriff's Office  
Commissioners Court - Regular Session**

**Date:** 07/19/2011  
**Submitted By:** Kerstin Hancock, Purchasing  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Consider authorizing advertising and setting date of August 9, 2011 at 2:00 pm in the Purchasing Department to receive bids for Sheriff's Office Contract Towing Services for the Northwest area - Class A and Class B Tows.

**Background**

**Fiscal Impact**

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

**Attachments**

Link: [Contract Towing bid package](#)

**Form Routing/Status**

| Route Seq                        | Inbox                   | Approved By | Date                            | Status |
|----------------------------------|-------------------------|-------------|---------------------------------|--------|
| 1                                | Purchasing (Originator) | Bob Space   | 07/13/2011 04:23 PM             | APRV   |
| 2                                | County Judge Exec Asst. | Wendy Coco  | 07/14/2011 09:49 AM             | APRV   |
| Form Started By: Kerstin Hancock |                         |             | Started On: 07/13/2011 03:58 PM |        |
| Final Approval Date: 07/14/2011  |                         |             |                                 |        |



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

<http://www.wilcogov.org/purchasing>

---

## INVITATION FOR BIDS

---

### CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY

**BID NUMBER: 12WCA039 B**

**BIDS MUST BE RECEIVED ON OR BEFORE: AUGUST 9, 2011 – 1:30 PM**

**BIDS WILL BE PUBLICLY OPENED: AUGUST 9, 2011 – 2:00 PM**

### BID SUBMISSION

**DEADLINE:** Bids must be received in the Purchasing Department on or before **1:30 pm on Tuesday, August 9, 2011**. Bids will be publicly opened at 2:00 pm or soon thereafter in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

**METHODS:** Sealed bids may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Kerstin Hancock, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626*.

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

### BID REQUIREMENTS

**SUBMITTAL:** An original bid must be submitted. The bid consists of the COMPLETED AND SIGNED Bid Form and any other required documentation.

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

**REFERENCES:** Williamson County may require bidder to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, phone number and name of representative

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

**FORMS:** All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after submission deadline.

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

**RESPONSIBILITY:** It is expected that a prospective bidder will be able to affirmatively demonstrate bidder's responsibility. A prospective bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

### AWARD

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

**REJECTION OR ACCEPTANCE:** No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items

will be taken into consideration together with price in determining the lowest and best bid.

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

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

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

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

**CONTRACT ADMINISTRATION:** Under this contract, Captain Mike Gleason, Williamson County Sheriff's Office, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

**CONTRACT PERIOD(S):** The Initial Contract Period is October 1, 2011 through September 30, 2012. Possible extensions include:

October 1, 2012 through September 30, 2013  
October 1, 2013 through September 30, 2014

**CONTRACT EXTENSIONS:** At the end of the contract period, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. Any requested price adjustments must follow the economic adjustment clause in the bid documents. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

**CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY BID**

Any services delivered by a Vendor at a not agreed upon price are done so at the Vendor's risk.

The total price adjustment for a twelve (12) month period shall not exceed 15%. A minimum of three (3) months shall elapse between adjustments.

## **BID CONTACTS**

### **PURCHASING CONTACT:**

Kerstin Hancock  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626  
(512) 943-1546  
[khancock@wilco.org](mailto:khancock@wilco.org)

### **TECHNICAL CONTACT:**

Captain Mike Gleason  
508 S. Rock Street  
Georgetown, TX 78626  
(512) 943-1352  
[klock@wilco.org](mailto:klock@wilco.org)

## **MISCELLANEOUS**

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

**FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. This period shall be until the end of the Initial Contract Period. Bids which do not state a fixed price, or which are



subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

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

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2011 through September 30, 2012 fiscal year.

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

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

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

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

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

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

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

**CONFLICT OF INTEREST/ETHICS:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Proposer's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from Williamson County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

***The Williamson County Conflict of Interest Statement is included as Attachment A of this document. This form must be completed, signed, and submitted with your bid.***

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

**DOCUMENTATION:** Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

**TERMINATION FOR DEFAULT:** Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

**TERMINATION FOR CONVENIENCE:** Williamson County may terminate this contract for convenience and without cause or further liability upon thirty (30) days written notice to the selected Bidder. In the event of such termination, it is understood and agreed that only the amounts due to the selected bidder for services provided and expenses incurred to and including the date of termination, will be due and payable, if any. No penalty will be assessed for Williamson County's termination of this contract for convenience.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best

practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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

## **WORKERS' COMPENSATION**

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

# BID SPECIFICATIONS

## IN-COUNTY CONTRACT TOWS:

The Contract Towing Service for In-County Contract Tows is to include, but may not be limited to abandoned, stolen, seized, evidentiary vehicles, or inoperable vehicles that are located within the bounds of Williamson County.

The towing will be done under the direction of the Williamson County Sheriff's Office.

The vehicles will be towed to the County impound lot located at 3151 SE Inner Loop, Georgetown, Texas.

This service will be ordered on an "As Needed" basis.

All bidders must guarantee that they can handle all vehicles within a specified area of the county.

Response time will be within 30 minutes, unless delayed by adverse weather conditions.

The successful bidder shall be on call 24 hours a day, every day of the year including holidays.

Drivers will be required to undergo a criminal history check before towing vehicles for the county.

There must be complete compliance with all relevant regulations of the Department of Public Safety and the Texas Department of Transportation, including either obtaining a permit or operating under a lawful exemption from the permit requirement.

The successful bidder must submit the pink copy of the vehicle impound sheet with their invoices no later than the 10th of the month for the previous month's hauls.

The successful bidder must submit the pink copy of the vehicle impound sheet with their invoices no later than the 10th of the month for the previous month's hauls.

It is the intent of the Williamson County Commissioners Court to award contracts separately for towing to the impound lot (3151 SE Inner Loop, Georgetown, Texas) from the following area: Northwest.

Description of this area is stated below. Map of this area is available upon request from Tracy Doyal, Williamson County Sheriff's Office, at 512/943-1378.

The county anticipates awarding a primary, secondary, third, and fourth vendor for each of the areas listed on this bid.

Bids that do not state a fixed price or which are subject to change without notice shall not be considered.

Contract Towing Services for In-County Contract Tows are to be bid on a "per haul" basis, stating a single firm price for each and every towing job. The bid price must include the use of any needed equipment and distance traveled.

Wreckers to be used for towing:

Class A (less than 1 ton -1.5 ton) – Vehicles 10,000 pounds or less

Class B (larger than 1.5 ton) – Vehicles in excess of 10,000 pounds

Bidder may submit a bid for either Class A tows or Class B tows or both.

## AREA BOUNDARY DESCRIPTIONS:

### NORTHWEST:

HWY 29 WEST BOUND LANES FROM THE WEST COUNTY LINE TO IH-35 SOUTH BOUND IH-35 LANES AND SOUTH BOUND IH-35 SERVICE ROADS FROM HWY 29 TO THE NORTH COUNTY LINE.

**OUT OF COUNTY CONTRACT TOWS:**

By submitting a bid for the above In-County Contract Tows, the bidder is agreeing to comply with the following terms relating to Out of County Contract Tows:

In addition to the requirements and obligations that are set forth herein above for In-County Contract Tows (Class A tows of vehicles situated within the bounds of Williamson County), from time to time, the successful bidder may be required to tow vehicles from outside the bounds of Williamson County. These types of vehicles may include, but not be limited to vehicles that were involved in pursuits and stolen, seized, evidentiary vehicles that are situated outside the bounds of Williamson County.

When the successful bidder is requested to tow an out of county vehicle, the towing company will be required to be en route to the vehicle's out of county location within 20 minutes from the time that the request for tow is made by Williamson County.

The successful bidder will be paid its In-County Contract Tow "Per Haul" Bid Price for Class A tows plus mileage at the rate of \$4.00 per mile for each mile that the successful bidder has to drive outside of the Williamson County boundary line in order to pick up and tow the vehicle back to the bounds of Williamson County (the extra mileage will only be paid for mileage driven outside of the bounds of Williamson County).

The above terms and conditions for In-County Contract Tows shall also apply to the Out of County Contract Tows to the extent that they do not conflict with the specific terms set forth for Out of County Contract Tows. If the terms for In-County Contract Tows conflict with the terms for Out of County Contract Tows, the Out of County Contract Tows shall control in relation to Out of County Contract Tows.

**REMEDIES FOR BREACH:**

**If on two separate occasions during any term or terms of this contract the successful bidder fails to comply with any of the terms of this contract relating to In-County and/or Out of County Contract Tows (i.e. fail to respond to a tow within the allotted time, refuse to respond to an in-county and/or out of county tow request, etc.), Williamson County shall have the option to suspend such towing company and any of its affiliated companies from providing any type of towing services to Williamson County, including, rotation tows. The time period for such suspension shall be determined by the Williamson County Sheriff's Office, but in no event shall the suspension period be less than 30 days. Williamson County's right to suspend a towing company for a breach of the terms of this contract shall be in addition to any remedies that are otherwise available at law or in equity.**

**WILLIAMSON COUNTY BID FORM**  
**CONTRACT TOWING SERVICE FOR WILLIAMSON COUNTY**  
**BID NUMBER: 12WCA039 B**

NAME OF BIDDER: \_\_\_\_\_

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

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

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

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

Mobile Phone: (\_\_\_\_\_) \_\_\_\_\_

**AREA BEING BID: NORTHWEST**

"PER HAUL" BID PRICE FOR CLASS A TOWS: \_\_\_\_\_

INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

"PER HAUL" BID PRICE FOR CLASS B TOWS: \_\_\_\_\_

INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

CHECK ONE OF THE FOLLOWING:

☐ low item basis. (Will accept award on "any or all" items.)

☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

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 provision 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: \_\_\_\_\_

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

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

**THE ABOVE BID FORM AND CONFLICT OF INTEREST STATEMENT**  
**MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

**Attachment A: Conflict of Interest**



**WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT**

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

**Printed name of person submitting form:**

**Name of Company:**

**Date:** \_\_\_\_\_, 20\_\_\_\_

**Signature of person submitting form:** \_\_\_\_\_

**NOTARY:**

**Sworn and subscribed before me by** \_\_\_\_\_ **on this the** \_\_\_\_\_ **day of**  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**Notary Signature**

## Park Donations Budget Amendment 07-19-2011

### Commissioners Court - Regular Session

**Date:** 07/19/2011  
**Submitted By:** Lisa Moore, County Auditor  
**Submitted For:** Melanie Denny  
**Department:** County Auditor  
**Agenda Category:** Regular Agenda Items

---

#### Information

##### Agenda Item

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

##### Background

Donations include \$250 from The County Line for donkeys at Berry Springs Park, \$3,000 from Kohl's Cares for youth-focused community programs or initiatives, and \$100 from various patrons on Archeology Day.

---

#### Fiscal Impact

| From/To | Acct No.         | Description    | Amount     | Sort Seq |
|---------|------------------|----------------|------------|----------|
|         | 0100.0000.367403 | Park Donations | \$3,350.00 | 01       |

---

#### Attachments

*No file(s) attached.*

---

#### Form Routing/Status

Form Started By: Lisa Moore  
Started On: 07/11/2011 08:49 AM  
Final Approval Date: 07/11/2011

---

## Park Donations Budget Amendment 07-19-2011

### Commissioners Court - Regular Session

**Date:** 07/19/2011  
**Submitted By:** Lisa Moore, County Auditor  
**Submitted For:** Melanie Denny  
**Department:** County Auditor  
**Agenda Category:** Regular Agenda Items

#### Information

##### Agenda Item

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

##### Background

Donations include \$250 from The County Line for donkeys at Berry Springs Park, \$3,000 from Kohl's Cares for youth-focused community programs or initiatives, and \$100 from various patrons on Archeology Day.

#### Fiscal Impact

| From/To | Acct No.         | Description      | Amount     | Sort Seq |
|---------|------------------|------------------|------------|----------|
|         | 0100.0510.003670 | Use of Donations | \$3,350.00 | 01       |

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Form Started By: Lisa Moore      Started On: 07/11/2011 08:57 AM  
 Final Approval Date: 07/11/2011



## CCA ICE Budget Amendment 07/19/2011

### Commissioners Court - Regular Session

**Date:** 07/19/2011  
**Submitted By:** Lisa Moore, County Auditor  
**Submitted For:** Julie Kiley  
**Department:** County Auditor  
**Agenda Category:** Regular Agenda Items

#### Information

##### Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for the Sheriff's Office:

##### Background

To recognize the additional revenue for FY11, per the modification of the T. Don Hutto/CCA contract.

#### Fiscal Impact

| From/To | Acct No.         | Description         | Amount      | Sort Seq |
|---------|------------------|---------------------|-------------|----------|
|         | 0100.0000.370515 | TDH Monitoring Fees | \$12,000.00 | 01       |

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Form Started By: Lisa Moore  
 Started On: 07/11/2011 01:04 PM  
 Final Approval Date: 07/11/2011

## CCA ICE Budget Amendment 07/19/2011

### Commissioners Court - Regular Session

**Date:** 07/19/2011  
**Submitted By:** Lisa Moore, County Auditor  
**Submitted For:** Julie Kiley  
**Department:** County Auditor  
**Agenda Category:** Regular Agenda Items

#### Information

##### Agenda Item

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

##### Background

To recognize the additional expenditures for FY11, per the modification of the T. Don Hutto/CCA contract.

#### Fiscal Impact

| From/To | Acct No.         | Description | Amount     | Sort Seq |
|---------|------------------|-------------|------------|----------|
|         | 0100.0560.001110 | Overtime    | \$9,691.20 | 01       |
|         | 0100.0560.002010 | FICA        | \$918.00   | 02       |
|         | 0100.0560.002020 | Retirement  | \$1,390.80 | 03       |

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Form Started By: Lisa Moore      Started On: 07/11/2011 01:08 PM  
 Final Approval Date: 07/11/2011

## CATRAC Injury Prevention award Commissioners Court - Regular Session

**Date:** 07/19/2011  
**Submitted By:** Kenny Schnell, EMS  
**Submitted For:** Kenny Schnell  
**Department:** EMS  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS.

#### Background

At this time, Williamson County does not have an agency dedicated to providing child safety seat inspection and education to it's constituents. The State does have programs in place to provide this education to residents, but the resources and event dates are limited. We have partnered with Texans in Motion, Kids in Safety Seat Project, in order to facilitate a child safety seat program for the residents of Williamson County. We have been awarded the following funds to be used for the purchase of child safety seats to be distributed at education events held in Williamson County held for our constituents. Having seats available for distribution will allow us to replace in the event of recall, broken, damaged or outgrown allowing the child to leave safer than they arrived.

### Fiscal Impact

| From/To | Acct No.         | Description                  | Amount   | Sort Seq |
|---------|------------------|------------------------------|----------|----------|
|         | 0100-0000-333220 | Payments from other entities | 3,333.00 |          |

### Attachments

*No file(s) attached.*

### Form Routing/Status

Form Started By: Kenny Schnell  
 Started On: 07/14/2011 10:29 AM  
 Final Approval Date: 07/14/2011

## CATRAC Injury Prevention Award Commissioners Court - Regular Session

**Date:** 07/19/2011  
**Submitted By:** Kenny Schnell, EMS  
**Submitted For:** Kenny Schnell  
**Department:** EMS  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS.

#### Background

At this time, Williamson County does not have an agency dedicated to providing child safety seat inspection and education to it's constituents. The State does have programs in place to provide this education to residents, but the resources and event dates are limited. We have partnered with Texans in Motion, Kids in Safety Seat Project, in order to facilitate a child safety seat program for the residents of Williamson County. We have been awarded the following funds to be used for the purchase of child safety seats to be distributed at education events held in Williamson County held for our constituents. Having seats available for distribution will allow us to replace in the event of recall, broken, damaged or outgrown allowing the child to leave safer than they arrived.

### Fiscal Impact

| From/To | Acct No.         | Description             | Amount   | Sort Seq |
|---------|------------------|-------------------------|----------|----------|
|         | 0100-0540-003001 | Small Equipment & Tools | 3,333.00 |          |

### Attachments

*No file(s) attached.*

### Form Routing/Status

Form Started By: Kenny Schnell  
 Started On: 07/14/2011 10:41 AM  
 Final Approval Date: 07/14/2011

## EMS donation

### Commissioners Court - Regular Session

Date: 07/19/2011  
Submitted By: Kenny Schnell, EMS  
Submitted For: Kenny Schnell  
Department: EMS  
Agenda Category: Regular Agenda Items

---

#### Information

##### Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS donation.

##### Background

Donation received from The NOVA Research Group for participation in discussion group about the Center for Disease Control and Prevention's Field Triage Decision Scheme: The National Trauma Triage Protocol.

---

#### Fiscal Impact

| From/To | Acct No.         | Description  | Amount | Sort Seq |
|---------|------------------|--------------|--------|----------|
|         | 0100.0000.367401 | EMS Donation | 50.00  |          |

---

#### Attachments

*No file(s) attached.*

---

#### Form Routing/Status

Form Started By: Kenny Schnell  
Started On: 07/14/2011 10:44 AM  
Final Approval Date: 07/14/2011

---

## EMS Donation

### Commissioners Court - Regular Session

**Date:** 07/19/2011  
**Submitted By:** Kenny Schnell, EMS  
**Submitted For:** Kenny Schnell  
**Department:** EMS  
**Agenda Category:** Regular Agenda Items

---

#### Information

##### Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS donation.

##### Background

Donation from NOVA Research Company for participation in a discussion group about the Center for Disease Control and Prevention Field Triage Decision Scheme; The National Trauma Triage Protocol.

---

#### Fiscal Impact

| From/To | Acct No.         | Description      | Amount | Sort Seq |
|---------|------------------|------------------|--------|----------|
|         | 0100.0540.003670 | Use of Donations | 50.00  |          |

---

#### Attachments

*No file(s) attached.*

---

#### Form Routing/Status

Form Started By: Kenny Schnell  
Started On: 07/14/2011 10:48 AM  
Final Approval Date: 07/14/2011

---

## EMS Donation

### Commissioners Court - Regular Session

Date: 07/19/2011  
Submitted By: Kenny Schnell, EMS  
Submitted For: Kenny Schnell  
Department: EMS  
Agenda Category: Regular Agenda Items

---

#### Information

##### Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS donation.

##### Background

Anonymous donation made by patient.

---

#### Fiscal Impact

| From/To | Acct No.         | Description  | Amount | Sort Seq |
|---------|------------------|--------------|--------|----------|
|         | 0100.0000.367401 | EMS Donation | 25.00  |          |

---

#### Attachments

*No file(s) attached.*

---

#### Form Routing/Status

Form Started By: Kenny Schnell  
Started On: 07/14/2011 10:52 AM  
Final Approval Date: 07/14/2011

---

## EMS Donation

### Commissioners Court - Regular Session

Date: 07/19/2011  
Submitted By: Kenny Schnell, EMS  
Submitted For: Kenny Schnell  
Department: EMS  
Agenda Category: Regular Agenda Items

---

#### Information

##### Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS donation.

##### Background

Anonymous donation made by patient.

---

#### Fiscal Impact

| From/To | Acct No.         | Description     | Amount | Sort Seq |
|---------|------------------|-----------------|--------|----------|
|         | 0100.0540.003670 | Use of Donation | 25.00  |          |

---

#### Attachments

*No file(s) attached.*

---

#### Form Routing/Status

Form Started By: Kenny Schnell  
Started On: 07/14/2011 10:54 AM  
Final Approval Date: 07/14/2011

---



## EMS donation

### Commissioners Court - Regular Session

**Date:** 07/19/2011  
**Submitted By:** Kenny Schnell, EMS  
**Submitted For:** Kenny Schnell  
**Department:** EMS  
**Agenda Category:** Regular Agenda Items

#### Information

##### Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS donation.

##### Background

Donations made in lieu of flowers on behalf of paramedic Zack Jemison former WCEMS employee.

#### Fiscal Impact

| From/To | Acct No.         | Description   | Amount    | Sort Seq |
|---------|------------------|---------------|-----------|----------|
|         | 0100.0000.003674 | EMS Donations | \$1750.00 |          |

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Form Started By: Kenny Schnell  
 Started On: 07/14/2011 10:56 AM  
 Final Approval Date: 07/14/2011

## EMS Donations

### Commissioners Court - Regular Session

Date: 07/19/2011  
Submitted By: Kenny Schnell, EMS  
Submitted For: Kenny Schnell  
Department: EMS  
Agenda Category: Regular Agenda Items

---

#### Information

##### Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS donation.

##### Background

Donations made in lieu of flowers on behalf of paramedic Zack Jemison former WCEMS employee.

---

#### Fiscal Impact

| From/To | Acct No.         | Description      | Amount  | Sort Seq |
|---------|------------------|------------------|---------|----------|
|         | 0100.0540.003670 | Use of Donations | 1750.00 |          |

---

#### Attachments

*No file(s) attached.*

---

#### Form Routing/Status

Form Started By: Kenny Schnell  
Started On: 07/14/2011 11:00 AM  
Final Approval Date: 07/14/2011

---

## Executive Session

### Commissioners Court - Regular Session

**Date:** 07/19/2011  
**Submitted By:** Charlie Crossfield, Road Bond  
**Submitted For:** Charlie Crossfield  
**Department:** Road Bond  
**Agenda Category:** Executive Session

---

#### Information

##### Agenda Item

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

1. Proposed or potential purchase of lease of property by the County:
  - a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.
  - b) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
  - c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
  - d) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
  - e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
  - f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
  - g) Discuss proposed acquisition of property for proposed SH 29 project.
  - h) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
  - i) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.
  - j) Discuss proposed acquisition of property for right-of-way on Chandler IIIA.
  - k) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
  - l) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
  - m) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
  - n) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
  - o) Discuss proposed acquisition of property for right-of-way along FM 1460.
  - p) Discuss proposed Access Easement on Guy property.
  - q) Discuss proposed acquisition of drainage easements along CR 138.

##### Background

---

#### Fiscal Impact

---

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

#### Attachments

*No file(s) attached.*

#### Form Routing/Status

Form Started By: Charlie Crossfield      Started On: 07/14/2011 11:10 AM

Final Approval Date: 07/14/2011

## Economic Development Commissioners Court - Regular Session

Date: 07/19/2011  
Submitted By: Mary Clark, Commissioner Pct. #1  
Submitted For: Mary Clark  
Department: Commissioner Pct. #1  
Agenda Category: Executive Session

---

### Information

#### Agenda Item

Discuss economic development issues regarding project Jill. (EXECUTIVE SESSION as per VTCA Gov't Code Section 551.076 Deliberation regarding economic development projects.)

#### Background

---

### Fiscal Impact

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

---

### Attachments

*No file(s) attached.*

---

### Form Routing/Status

Form Started By: Mary Clark      Started On: 07/14/2011 11:18 AM  
Final Approval Date: 07/14/2011

---