

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
AUGUST 16TH, 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 – 15)

5. Discuss and take appropriate action on a line item transfer for Parks Department.
6. Discuss and consider approving a line item transfer for JP 2
7. Discuss and consider approving a line item transfer for the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0440.003900	Publications/Periodicals	300.00		<input type="checkbox"/>
To	0100.0440.003100	Office supplies	300.00		<input type="checkbox"/>

8. Discuss and consider approving a line item transfer for EMS.
9. To discuss and take appropriate action on the approval of a Line Item Transfer for Road & Bridge
10. Discuss and consider approving a line item transfer for County Courts At Law to pay a transcript for indigent appeal.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100 0425-004100	Professional Services	\$3,295.00		
To	0100 0425-004125	Transcripts	\$3,295.00		

11. Discuss and consider a line item transfer for the County Courts at Law to pay interpreter costs.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100 0425 004002	Jurors	\$8,000.00		
To	0100 0425 004141	Interpreter	\$8,000.00		

12. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, destruction, or trade-in.
13. Consider approving property tax collections for the month of July 2011 for the Williamson County Tax Assessor/Collector.
14. Consider approving property tax refunds over \$2,500.00 for the month of July 2011 for the Williamson County Tax Assessor/Collector.
15. Consider Authorizing the County Judge to execute an Amended Economic Development Agreement with Office Depot and take other appropriate actions.

REGULAR AGENDA

16. Hear report and recommendation of new 4-H Extension Agent, Brandon David, for Williamson County by Donald Kelm, District Extension Administrator
17. Hear a presentation from MOT.
18. Discuss 2011-2012 Budget
19. Discuss and consider approving public assistance contracts for FY11/12.
20. Discuss and consider accepting the FY11/12 preliminary proposed budget for the debt service fund (0600) as presented by the Budget Office in the amount of \$65,564,785.
21. Discuss and consider accepting the FY11/12 preliminary proposed budget for the general fund (0100) as presented by the Budget Office in the amount of \$129,547,679.
22. Discuss and consider accepting the FY 11/12 preliminary proposed budget for the road and bridge fund (0200) as presented by the Budget Office in the amount of \$18,559,122.
23. Hear the August 2011 Monthly Construction Summary Report.
24. Consider approving Change Order No. 2 in the amount of \$15,000.00 for O'Connor Drive, a Road Bond Project in Precinct One.
25. Consider approving Change Order No. 25 in the amount of \$17,325.00 for US 183, a Pass Through Financing Project in Precinct Two.

26. Consider approving Change Order No. 26 in the amount of \$2,542.57 for US 183, a Pass Through Financing Project in Precinct Two.
27. Consider approving Change Order No. 27 in the amount of \$3,721.69 for US 183, a Pass Through Financing Project in Precinct Two.
28. Consider approving Change Order No. 28 in the amount of \$864.69 for US 183, a Pass Through Financing Project in Precinct Two.
29. Consider approving Change Order No. 29 in the amount of \$9,664.52 for US 183, a Pass Through Financing Project in Precinct Two.
30. Consider approving Change Order No. 30 in the amount of \$1,693.92 for US 183, a Pass Through Financing Project in Precinct Two.
31. Consider authorizing the County Judge to execute a real estate contract with Norman Johnson for right-of-way needed on Hwy 79 Section 5A and take other appropriate actions. (Parcel 12)
32. Discuss and take appropriate action regarding Budget Order for 2011/2012.
33. Discuss and take appropriate action regarding Vote Centers, House Bill 2194, and equipment purchase availability from vendor Election Systems & Software, Inc. (ES&S) for more iVotronic DREs.
34. Discuss and take appropriate action regarding appointment of 3 Committee Members and 3 Alternate Committee Members to represent Williamson County as a participating employer in the Central Texas Deferred Compensation Plan.
35. Discuss and take appropriate action regarding implementation of UnitedHealthcare Diabetes Health Plan for 11/1/2011.
36. Discuss and take appropriate action regarding an amendment to the 2010-2011 Wellness Program Manual.
37. Discuss and consider Williamson County's appointment to the Capital Area Rural Transportation System (CARTS) Board.
38. Consider authorizing the County Judge to enter into an agreement with Fisher Rosemount Services, Inc.
39. Discuss and take appropriate action regarding Agreement with ESD #2 Sam Bass for 2010/2011.
40. Discuss and take appropriate action regarding Agreement with Sam Bass VFD 2010 2011.
41. Discuss and take appropriate action regarding Agreement with Bartlett VFD for 2010 2011.
42. Consider authorizing advertising and setting date of September 7, 2011 at 2:00pm in the Purchasing Department to receive qualifications for Roofing Consultant Services for Williamson County Facility Projects, RFQ # 11WCRFQ1009.
43. Consider approving an agreement with Adam Heath Construction to construct work stations at the Cedar Park Annex.
44. Consider approving an agreement with Baer Engineering and Environmental Consulting, Inc. to provide asbestos and lead consulting services for the Johnson Almquist House site and its four property structures in Hutto, TX.

45. Discuss and take appropriate action regarding Grant Contract between the Office of the Attorney General and the Williamson County District Attorney's Office for the purpose of the Victim Coordinator and Liaison Grant.
46. Discuss and take appropriate action regarding FY 2012 Employer Contribution Rate & 11/1/2011 Employee/Retiree Contribution Rates and Plan Design.

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)."

47. 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.
 - r) Discuss proposed acquisition of property for right-of-way along CR 170.
48. Discuss economic development issues (EXECUTIVE SESSION as per VTCA Gov't Code Section 551.076 Deliberation regarding economic development project, to-wit Fisher Rosemount Systems, Inc. tax abatement.)

49. 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.
50. Discuss and take appropriate action on real estate.
51. Discuss and take appropriate action on economic development issues.
52. 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.

53. Comments from Commissioners.

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.

Commissioners Court - Regular Session**5.****Meeting Date:** 08/16/2011

line item transfer - misc to bonds

Submitted For: Benita Bonner**Submitted By:**

Gary Boyd, Parks

Department: Parks**Agenda Category:** Consent

Agenda Item

Discuss and take appropriate action on a line item transfer for Parks Department.

Background

We missed budgeting this item; notary commission for Benita Bonner ends in September 2011.

Total for notary: \$ 121.00 (\$17.00 + \$ 104.00 transfer)

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0510.004999	Miscellaneous	104.00		
To	0100.0510.004410	Bonds	104.00		

Form Review**Inbox**
County Judge Exec Asst.
Budget Office**Reviewed By**
Wendy Coco
Ashlie Blaylock**Date**
08/11/2011 10:11 AM
08/11/2011 10:23 AM
Started On: 08/08/2011 04:11 PM

Form Started By: Gary Boyd

Final Approval Date: 08/11/2011

Commissioners Court - Regular Session**6.****Meeting Date:** 08/16/2011

To discuss and consider approving a line item transfer for JP 2.

Submitted By: Delma Doggett, J.P. Pct. #2**Department:** J.P. Pct. #2**Agenda Category:** Consent

Agenda Item

Discuss and consider approving a line item transfer for JP 2

Background

Funds are needed in our Telephone Service line item to cover the invoices for the remainder of this calendar year. Increase in case filings have caused an increase in calls made for collection purposes that include long distance numbers. There have been an increased number of requests for Interpreters this year that has resulted in needing funds to pay three invoices received.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0452.004544	Repairs to Office Equipment	200.00		
From	0100.0452.004350	Printed Materials & Binding	300.00		
To	0100.0452.004141	Interpretors	450.00		
To	0100.0452.004211	Telephone Service	50.00		

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/11/2011 10:11 AM
Budget Office	Ashlie Blaylock	08/11/2011 10:24 AM
Form Started By: Delma Doggett		Started On: 08/10/2011 12:45 PM
	Final Approval Date: 08/11/2011	

Commissioners Court - Regular Session**7.****Meeting Date:** 08/16/2011

Transfer funds needed for office supplies

Submitted For: John Bradley**Submitted By:**Judy Kocian, District
Attorney**Department:** District Attorney**Agenda Category:** Consent

Agenda Item

Discuss and consider approving a line item transfer for the District Attorney's Office.

Background

The abundant number of cases that are continually being processed by the District Attorney's office depletes the various office supplies that are on hand. Numerous basic items are necessary for the trial cases to progress such as file folders, pens, tape, etc.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0440.003900	Publications/Periodicals	300.00	
To	0100.0440.003100	Office supplies	300.00	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/11/2011 10:11 AM
Budget Office	Ashlie Blaylock	08/11/2011 10:24 AM
Form Started By: Judy Kocian		Started On: 08/10/2011 03:55 PM
	Final Approval Date: 08/11/2011	

Commissioners Court - Regular Session**8.****Meeting Date:** 08/16/2011

Line item transfer for fuel

Submitted For: Kenny Schnell**Submitted By:**

Kenny Schnell, EMS

Department: EMS**Agenda Category:** Consent

Agenda Item

Discuss and consider approving a line item transfer for EMS.

Background

Please consider approving line item transfer to cover fuel shortage for WCEMS as reviewed and approved by John Sneed.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0540.003006	Office Equipment	1530.00	
From	0100.0540.004410	Bond Premium	3970.00	
From	0100.0540.004415	Vehicle Insurance	1000.00	
From	0100.0540.005700	Vehicles > \$5000	10000.00	
From	0100.0540.004543	Repairs to equipment	5000.00	
From	0100.0540.004510	Facilities Maintenance	6000.00	
To	0100.0540.003301	Gasoline	27500.00	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/11/2011 10:11 AM
Budget Office	Ashlie Blaylock	08/11/2011 10:25 AM
Form Started By: Kenny Schnell		Started On: 08/11/2011 09:50 AM
	Final Approval Date: 08/11/2011	

Commissioners Court - Regular Session**9.****Meeting Date:** 08/16/2011

To discuss and take appropriate action on the approval of a Line Item Transfer for Road & Bridge

Submitted For: Robert Daigh**Submitted By:** Lydia Linden, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Agenda Item

To discuss and take appropriate action on the approval of a Line Item Transfer for Road & Bridge

Background

For the transfer of \$200,000.00 into Heavy Equipment: We currently have one (1) vacuum sweeper, this is for the purchase of a TYMCO model 600 Vacuum Sweeper to support the seal coat operations in subdivisions, if the sweeper we currently have goes into the shop for any reason, having this second one will enable us to continue with sweeping and vacuuming.

For the transfer of \$10,000 into Furniture/Eqpt. Rental: This is to cover the rental of a crane to set up the asphalt tank at the Taylor yard, and one month rental of a vacuum sweeper to the continued sweeping on the roads that have been seal coat. Also to cover two more months of rental of the bottles for the welding gasses in the shop.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0200-0210-003540	Contract Seal Coating	\$55,354.00	1
From	0200-0210-003556	Aggregate/Rock Materials	\$144,646.00	2
From	0200-0210-003544	Hauling	\$10,000.00	3
To	0200-0210-005711	Heavy Eqpt.	\$200,000.00	4
To	0200-0210-004620	Furniture/Eqpt. Rental	\$10,000.00	5

Form Review

Inbox
County Judge Exec Asst.
Budget Office

Reviewed By
Wendy Coco
Ashlie Blaylock

Date
08/11/2011 11:12 AM
08/11/2011 11:28 AM
Started On: 08/11/2011 10:48 AM

Form Started By: Lydia Linden

Final Approval Date: 08/11/2011

Commissioners Court - Regular Session**10.****Meeting Date:** 08/16/2011

Line Item Transfer

Submitted For: All County Courts**Submitted By:**Peggy Vasquez,
County Judge**Department:** County Judge**Agenda Category:** Consent

Agenda Item

Discuss and consider approving a line item transfer for County Courts At Law to pay a transcript for indigent appeal.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100 0425-004100	Professional Services	\$3,295.00	
To	0100 0425-004125	Transcripts	\$3,295.00	

Form Review

Form Started By: Peggy Vasquez

Started On: 08/11/2011 11:45 AM

Final Approval Date: 08/11/2011

Commissioners Court - Regular Session**11.****Meeting Date:** 08/16/2011

Line Item Transfer

Submitted For: County Courts At Law**Submitted By:**Peggy Vasquez,
County Judge**Department:** County Judge**Agenda Category:** Consent

Agenda Item

Discuss and consider a line item transfer for the County Courts at Law to pay interpreter costs.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100 0425 004002	Jurors	\$8,000.00		
To	0100 0425 004141	Interpreter	\$8,000.00		

Form Review

Form Started By: Peggy Vasquez

Started On: 08/11/2011 11:49 AM

Final Approval Date: 08/11/2011

Commissioners Court - Regular Session

12.

Meeting Date: 08/16/2011

Weekly Asset Transfers

Submitted For: Bob Space

Submitted By:

Patrick Strittmatter,
Purchasing

Department: Purchasing

Agenda Category: Consent

Agenda Item

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

Background

Attachments

Asset Transfer Forms

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/11/2011 02:24 PM
Form Started By: Patrick Strittmatter		Started On: 08/09/2011 04:46 PM
	Final Approval Date: 08/11/2011	

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Desk, laminate w/ left return			Working
				Non-Working
				Non-Working
				Non-Working
				Non-Working

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

URS (210)

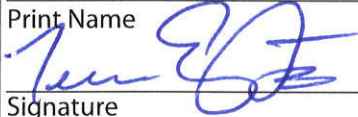
Transferor - Elected Official/Department Head/
Authorized Staff:
Contact Person:

Terron Evertson

Lisa Pohlmeier

Print Name

Print Name



August 8, 2011

943-3364

Signature

Date Phone Number

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

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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	Motorola hand held radios			Working
1	Small portable TV w/ VCR			Working
6	Boxes computer accessories			Non-Working
1	Box telephones	don't know working status		Non-Working
				Non-Working

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

URS (210)

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

Terron Evertson

Lisa Pohlmeier

Print Name

Print Name

Signature

August 8, 2011

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)
6	Black vinyl chairs			Working
2	Fabric Chairs			Working
2	Wood chairs			Working
1	Wood chair			Non-Working
1	Printer Cart			Working

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

URS (310)

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

Terron Evertson

Lisa Pohlmeier

Print Name

Print Name

Signature

August 8, 2011

943-3364

Date 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 _____

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	Desk - Lt Return			Working
1	Wood desk, laminate top			Working
				Non-Working
				Non-Working
				Non-Working

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

URS (210)

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

Terron Evertson

Lisa Pohlmeier

Print Name

Print Name

Signature

August 8, 2011

943-3364

Date 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 _____

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	IBM Selectric III Typewriter		A1020107	Non-Working
1	IBM Selectric II Typewriter		A1021028	Non-Working
1	HP Desk Jet 870-C Printer		A108770	Non-Working
1	Panasonic Typewriter		A102041	Non-Working
1	Box Misc electronics-Clock Radio, Message Recorder			Non-Working

Parties involved:
FROM (Transferor Department): District Clerk

(450)

Transferor - Elected Official/Department Head/
Authorized Staff:

Lisa David

Print Name



Signature

Contact Person:

Teresa Maskunas

Print Name

+1 (512) 943-1212

Date Phone Number

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

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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



Williamson County

Vehicle Status Change Form

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

1) Identify Vehicle:				
2FAFP71W44X119488		0511 551		1A0421
Vehicle Identification Number		Department		Door Number
1110191	2004	FORD	CROWN VICTORIA	BLACK/WHITE
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input type="checkbox"/> Accident				
<u>Attach:</u>				
1. Williamson County Fleet Incident/Crash/Vandalism Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input type="checkbox"/> High Mileage: List actual mileage _____				
<input type="checkbox"/> Not mechanically sound _____				
<input checked="" type="checkbox"/> Other: Explain REPLACED WITH NEW VEHICLE				
3) Elected Official/Department Head/Authorized Staff				
Print ROBERT CHODY		Signature <i>[Signature]</i>		Date 7/26/11

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)	
<input checked="" type="checkbox"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="checkbox"/> TRANSFER between county departments
<input type="checkbox"/> TRADE-IN for new assets of same general type for the county	Comments: _____
<input type="checkbox"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department: _____
<input type="checkbox"/> OTHER _____	Elected Official/Department Head/Authorized Staff or Donee-Representative: _____
	Print Name: _____
	Signature and Date: _____
	Contact name and Number: _____
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard	
<input type="checkbox"/> Forward forms and reports to County Auditor's Office	
Print Mike Fox III	Signature <i>[Signature]</i> Date 8-8-11



Williamson County

Vehicle Status Change Form

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

1) Identify Vehicle:				
1FTNF20L1YED55316		210	URS	UB0030
Vehicle Identification Number		Department		Door Number
1091752	2000	FORD	F250 RCAB	WHITE
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input type="checkbox"/> Accident				
Attach:				
1. Williamson County Fleet Incident/Crash/Vandalism Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input type="checkbox"/> High Mileage: List actual mileage _____				
<input type="checkbox"/> Not mechanically sound _____				
<input checked="" type="checkbox"/> Other: Explain				
We are requesting an increase in fleet size by placing this unit back in service. This unit will be used as a backup while the new units are being converted to propane.				
3) Elected Official/Department Head/Authorized Staff				
Print		Signature		Date
TERRON EVERTSON		Terra Ets		8/5/11

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)		
<input type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments	
<input type="radio"/> TRADE-IN for new assets of same general type for the county	Comments: _____	
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department: _____	
<input checked="" type="radio"/> OTHER Transfer from Auction to URS	Elected Official/Department Head/Authorized Staff or Donee-Representative: _____	
	Print Name: _____	
	Signature and Date: _____	
	Contact name and Number: _____	
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard		
<input type="checkbox"/> Forward forms and reports to County Auditor's Office		
Print	Signature	Date
Mike Fox	[Signature]	8-8-11



Williamson County Vehicle Status Change Form

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

1) Identify Vehicle:				
00350278	210	URS	UF0002/1802	
Vehicle Identification Number	Department		Door Number	
9032576	2000	CIMLINE	225D M/A	RED
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input type="checkbox"/> Accident				
Attach:				
1. Williamson County Fleet Incident/Crash/Vandalism Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input type="checkbox"/> High Mileage: List actual mileage _____				
<input type="checkbox"/> Not mechanically sound _____				
<input checked="" type="checkbox"/> Other: Explain We are asking to increase our fleet size and place this unit back in service. Due to the increasing scope of road maintenance it is necessary to retain the crack sealer.				
3) Elected Official/Department Head/Authorized Staff				
Print	TERRON EVERSON		Signature	Date 8/5/11

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)		
<input type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments	
<input type="radio"/> TRADE-IN for new assets of same general type for the county	Comments: _____	
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department: _____	
<input checked="" type="radio"/> OTHER Transfer from Auction to URS	Elected Official/Department Head/Authorized Staff or Donee - Representative: _____	
	Print Name: _____	
	Signature and Date: _____	
	Contact name and Number: _____	
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard		
<input type="checkbox"/> Forward forms and reports to County Auditor's Office		
Print	Signature	Date
Mike Fox II	[Signature]	8-8-11

Commissioners Court - Regular Session

13.

Meeting Date: 08/16/2011

Property Tax Collections – July 2011

Submitted For: Deborah Hunt

Submitted By: Sandra Surratt, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Agenda Item

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

Background

Attachments

[070111-073111 GWI-RFM](#)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/11/2011 10:11 AM
Form Started By: Sandra Surratt		Started On: 08/11/2011 08:53 AM
	Final Approval Date: 08/11/2011	

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
July 1-31, 2011

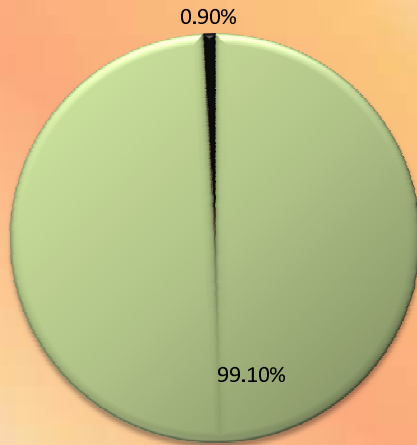
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	Percent Collected	Percent Collected w/P & I	Percent Collected w/P & I & Prior Years
2010	\$150,606,771.14	\$932,164.01	\$151,538,935.15	\$676,202.12	\$52,118.50	(\$19.51)	\$1,364,867.53	\$150,174,067.62	99.10%	99.13%	99.88%
2009 & Prior	\$2,233,295.16	(\$162,550.83)	\$2,070,744.33	\$20,126.35	\$10,985.90	\$1,622.29	\$1,204,541.99	\$866,202.34	41.83%	42.36%	
Rollbacks	\$165,822.93	\$158,270.30	\$324,093.23	\$20,458.68	\$105.55	\$0.00	\$73,091.29	\$251,001.94	77.45%	77.48%	
Total All	\$153,005,889.23	\$927,883.48	\$153,933,772.71	\$716,787.15	\$63,209.95	\$1,602.78	\$2,642,500.81	\$151,291,271.90	98.28%	98.32%	

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	\$66,550.96	\$10,002,838.62	\$48,850.92	\$3,430.77	(\$1.55)	\$91,638.92	\$9,911,199.70	99.08%	99.12%	99.90%
2009 & Prior	\$167,209.30	(\$11,045.23)	\$156,164.07	\$1,429.35	\$855.65	\$128.58	\$95,675.37	\$60,488.70	38.73%	39.28%	
Rollbacks	\$11,721.18	\$10,525.86	\$22,247.04	\$1,352.83	\$7.13	\$0.00	\$5,006.35	\$17,240.69	77.50%	77.53%	
Total All	\$10,115,218.14	\$66,031.59	\$10,181,249.73	\$51,633.10	\$4,293.55	\$127.03	\$192,320.64	\$9,988,929.09	98.11%	98.15%	

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			
Jul-11	\$164,123,286.20	(\$8,263.76)	\$164,115,022.44	\$768,420.25	\$67,503.50	\$1,729.81	\$2,834,821.45	\$161,280,200.99			

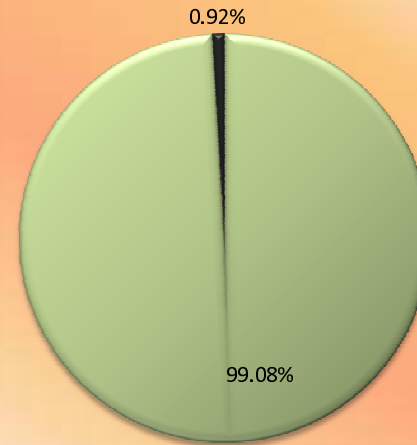
**YEAR TO DATE COLLECTION REPORT
OCTOBER 1, 2010 - JULY 31, 2011**



GWI

■ YTD Collected
■ YTD Uncollected

**YEAR TO DATE COLLECTION REPORT
OCTOBER 1, 2010 - JULY 31, 2011**

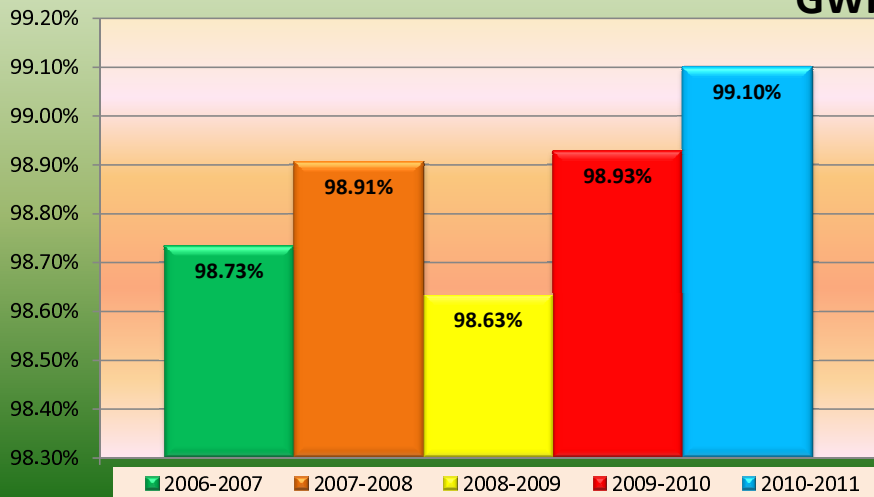


RFM

■ YTD Collected
■ YTD Uncollected

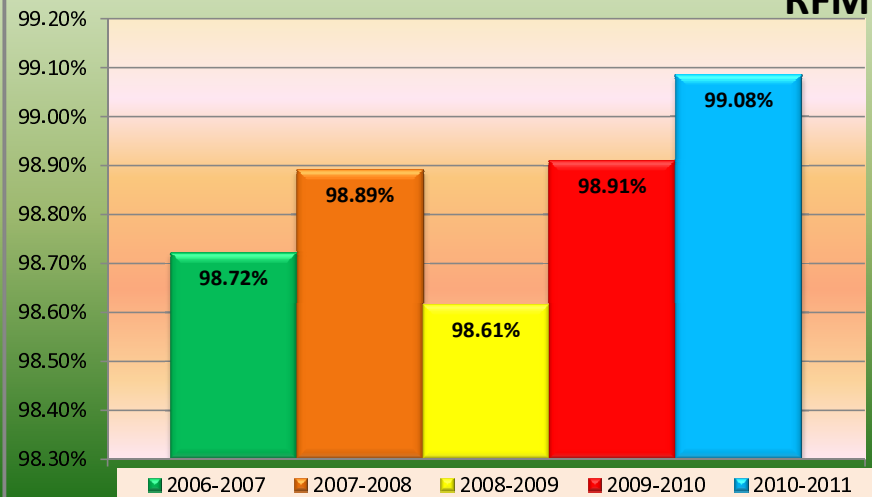
**PERCENT OF ROLL COLLECTED COMPARISON
JULY 2006 - 2011**

GWI



**PERCENT OF ROLL COLLECTED COMPARISON
JULY 2006 - 2011**

RFM



Commissioners Court - Regular Session

14.

Meeting Date: 08/16/2011

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

Submitted For: Deborah Hunt

Submitted By: Sandra Surratt, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Agenda Item

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

Background

Attachments

Court Refunds Jul 11

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/11/2011 10:11 AM
Form Started By: Sandra Surratt		Started On: 08/11/2011 08:58 AM
	Final Approval Date: 08/11/2011	



Date: August 8, 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

4:03 PM

08/09/11

Accrual Basis

Property Tax Account QuickReport As of July 31, 2011

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	7/8/2011	41075	Roy & Cindy Montemayor	R379976 - Double payment	-3,000.00
Check	7/15/2011	41089	CATES, KELLY A & JOHN B	R378335 - 2010 Supplement #12	-3,525.81
Check	7/15/2011	41155	CFH REALTY IV/PRESERVE LP	R401751 - Agreed Judgment	-2,578.96
Check	7/15/2011	41181	RUBIO, SOCORRO	R464899 - 2010 Supplement #12	-4,704.11
Check	7/15/2011	41188	SUBOCZ, DONN L & MYRA	R476350 - 2010 Supplement #12	-9,150.55
Check	7/15/2011	41085	DAVIS, TERRY & IRIS E	Multiple Properties - 2010 Supplement #12	-4,854.27
Check	7/22/2011	41217	Remington LTD	R417937 - 2009-2010 Agreed Judgment	-24,405.65
Check	7/22/2011	41218	AMFP I ALTEA LLC	R472067 - 2010 Agreed Judgment	-17,450.66
Check	7/22/2011	41219	BES PRESIDIO FUND VI & VII L...	R392272 - 2010 Agreed Judgment	-8,948.59
Check	7/22/2011	41225	LPS Property Tax Solutions	R368936 - Overpayment	-3,022.58
Check	7/22/2011	41234	Lennar Buffington Stonewall Ran...	Multiple Accounts - Double payments	-4,219.06
Check	7/22/2011	41237	Roy R Montemayor	R379976 - Double payment	-3,298.49
Total Refunds Payable - Taxpayers					-89,158.73
TOTAL					-89,158.73

Commissioners Court - Regular Session**15.****Meeting Date:** 08/16/2011

Amended Economic Development Agreement with Office Depot

Submitted For: Charlie Crossfield**Submitted By:**Charlie Crossfield,
Road Bond**Department:** Road Bond**Agenda Category:** Consent

Agenda Item

Consider Authorizing the County Judge to execute an Amended Economic Development Agreement with Office Depot and take other appropriate actions.

Background

Attachments[Amended Economic Development Agreement](#)**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/11/2011 11:51 AM
Form Started By: Charlie Crossfield		Started On: 08/11/2011 11:35 AM
	Final Approval Date: 08/11/2011	

AMENDED ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("Agreement") is entered into this ____ day of August, 2011, by and between **Williamson County, Texas**, ("County"), and **Office Depot, Inc.** ("Office Depot").

WHEREAS, the County desires to enter into this Agreement with Office Depot in recognition of the positive economic benefits to the County through Office Depot's locating its business (the "Facility"), to Williamson County; and

WHEREAS, Office Depot will hire for the Facility 40 employees initially with 162 additional employees over the next four years; and

WHEREAS, the purpose of this Agreement is to promote economic development as contemplated by Chapter 381 of the Texas Local Government Code whereby Office Depot will expend significant sums to construct and install improvements to the Facility and occupy and operate the Facility in conformance with the County and City regulations, as applicable; and

WHEREAS, the County agrees to provide performance based economic development grants to Office Depot to defray a portion of the Facility's costs;

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Office Depot agree as follows:

1. **Authority.** The County's execution of this Agreement is authorized by Chapter 381 of the Texas Local Government Code, which constitutes a valid and binding obligation of the County in the event Office Depot proceeds with the occupation of the Facility. The County acknowledges that Office Depot is acting in reliance upon the County's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to improve and occupy the Facility.
2. **Definitions.**
 - 2.1 **"Economic Incentive Payment(s)" ("EIPs")** means the amount paid by the County to Office Depot under the Program.
 - 2.2 **"Effective Date"** is the date this Agreement is executed to be effective by the County and Office Depot.
 - 2.3 **"Facility"** means location to be determined within Williamson County.
 - 2.4 **"Full Time Employee"** shall be calculated at a minimum of 25 hours/week. All hours are paid time per week. In tabulating hours, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included.

The calculation for the year ending 12/31/2011 is the total number of hours worked through 12/31/2011, divided by 13 weeks, divided by 25 hours/week equals the total number of full time employees.

Deleted: 12/31/2012

Deleted: from 10/01/2011

For all subsequent years, the calculation is the total number of hours worked for the 12 months ending 12/31/20xx, divided by 52 weeks in a year, divided by 25 hours/week equals the total number of full time employees.

- 2.5 **“Improvements”** means the finish out of and additions to the Facility, and personal property and equipment with a minimum cost of \$3,000,000 by January 1st, 2013.
- 2.6 **“Program”** means the economic development program established by the County pursuant to Chapter 381 of the Texas Local Government Code and under the County Resolution to promote local economic development and stimulate business and commercial activity within the County.
- 2.7 **“Recapture Liability”** means the total amount of all EIP’s that are paid as result of this Agreement that is subject to recapture by the County from Office Depot in the event of an Office Depot default.

3. **Term.** This Agreement shall become enforceable upon its Effective Date and shall terminate on December 31, 2016.

4. **Rights and Obligations of Office Depot.**

Deleted: Jill

- 4.1 Occupation of Facility. Office Depot will occupy the Facility on or before December 31, 2012.
- 4.2 Improvements. Office Depot agrees to construct and/or install the Improvements, or Office Depot’s landlord for the Facility will construct and/or install the Improvements on Office Depot’s behalf. Office Depot agrees to provide County with documentation showing that this obligation has been satisfied. County shall have the right to audit Office Depot’s records to verify that this obligation has been satisfied.
- 4.3 Jobs.
- 4.3.1 Initial Jobs. Office Depot agrees to hire for the Facility at least 40 full-time employees and/or contract workers no later than December 31, 2011.
- 4.3.2 Additional Jobs. Office Depot agrees that it will have the number of full-time employees and/or contract workers on the dates set forth below:

<u>Date</u>	<u>Number of full-time employees</u>
January 1, 2013	<u>161</u>
January 1, 2014	<u>203</u>

January 1, 2015
January 1, 2016

203
203

Office Depot agrees to provide to the County annual employee reports within sixty (60) days following the end of each calendar year during the term of this Agreement. County shall have the right to audit Office Depot's records to verify that this obligation has been satisfied.

4.4 Continuous operation. Office Depot agrees that it will continuously operate the Facility during the term of this Agreement, including any extensions.

5. Rights and Obligations of the County.

In consideration of Office Depot's compliance with this Agreement, the County agrees as follows:

5.1 Economic Incentive Payments ("EIP's").

5.1.1 Initial Payment. County shall, subject to Office Depot's satisfaction of its obligations set forth in Section 4 above and the other conditions set out herein, make an initial EIP to Office Depot in the amount of fifteen thousand (\$15,000) dollars. This initial EIP shall be made within sixty (60) days after Office Depot has paid its initial ad valorem tax payment.

5.1.2 Subsequent Annual Payments. Thereafter, subject to Office Depot's satisfaction of its obligations set forth in Section 4 above and the other conditions set out herein, and subject to Office Depot not being in default of this Agreement, County shall pay a total of \$75,000.00 in five annual EIP's on or before April 1 of each year as set forth below:

<u>Date of Payments</u>	<u>Amount of Payments</u>
April 1, 2013	\$15,000
April 1, 2014	\$15,000
April 1, 2015	\$15,000
April 1, 2016	<u>\$15,000</u>
TOTAL	\$75,000.00

5.1.3 EIP's Subject to Future Appropriations. This Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to Office Depot. All EIP's by the County under this Agreement are subject to the County's appropriation of funds for such payments in the budget year for which they are made. The EIP's to be made to Office Depot, if paid, shall be made solely from annual appropriations from the general funds of the County or from such other funds of the County as may be legally set

aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 381 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the County under applicable Texas law, subject to any applicable limitations or procedural requirements. In the event that the County does not appropriate funds in any fiscal year for EIP's due under this Agreement, such failure shall not be considered a default under Section 7.3, and the County shall not be liable to Office Depot for such EIP's, however, the County shall extend this Agreement for another year(s). To the extent there is a conflict between this paragraph and any other language or covenant in this Agreement, this paragraph shall control.

6. EIP Recapture. In the event that Office Depot is in default of this Agreement, the County may recapture and collect from Office Depot the Recapture Liability after providing Office Depot written notice and a minimum period of thirty (30) days to cure such default, and the default has not been cured within said time. In the event Office Depot does not so cure, Office Depot shall pay to the County the Recapture Liability within thirty (30) days after the County makes demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which Office Depot may be entitled. The County shall have all remedies for the collection of the Recapture Liability as provided generally in the Tax Code for the collection of delinquent property taxes.

7. Miscellaneous.

- 7.1 Mutual Assistance. The County and Office Depot will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.
- 7.2 Representations and Warranties. The County represents and warrants to Office Depot that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Office Depot represents and warrants to the County that it has the requisite authority to enter into this Agreement.
- 7.3 Default. If either the County or Office Depot should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the County remains in default after notice and opportunity to cure, Office Depot shall have the right to pursue any remedy at law or in equity for the County's breach. If Office Depot remains in default after notice and opportunity to cure, County shall have the right to pursue any remedy at law or in equity for Office Depot's breach, in addition to the right of EIP recapture set forth above.
- 7.4 Attorney's Fees. In the event any legal action or proceeding is commenced in a court of competent jurisdiction between the County and Office Depot to enforce provisions of this Agreement and recover damages for breach, the prevailing party

in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

- 7.5 Entire Agreement. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the County and Office Depot.
- 7.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.
- 7.7 Assignment. Office Depot may not assign all or part of its rights and obligations to a third party without the express written consent of the County provided, however, that this Agreement may be assigned by either party without the consent of the other to an affiliate or to any third party who succeeds to substantially all of its business or assets.
- 7.8 Amendment. This Agreement may be amended by the mutual written agreement of the parties.
- 7.9 Termination. In the event Office Depot elects not to lease the Facility as contemplated by this Agreement, Office Depot shall notify the County in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect.
- 7.10 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to County: Judge Dan A. Gattis
710 Main Street
Georgetown, Texas

If to Office Depot:
VP – Tax
6600 North Military Trail
Boca Raton, FL 33496

Copy to:

General Counsel – Real Estate
6600 North Military Trail
Boca Raton, FL 33496

Either party may designate a different address at any time upon written notice to the other party.

- 7.11 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.
- 7.12 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.
- 7.13 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 7.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 7.15 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- 7.16 Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (a "*force majeure* event"). A *force majeure* event for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay. Except as otherwise expressly provided, herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of *force majeure*.
- 7.17 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The County, its past, present and future officers, elected officials, employees and agents of the County, do not assume any responsibilities or liabilities to any third party in connection with the development of the Facility or the design, construction or operation of any portion of the Facility.

EXECUTED to be effective as of the ____th day of _____, 2011 (the "Effective Date").

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, Judge

OFFICE DEPOT, INC.

By: _____

Its: Sr. Vice President, Business Solutions _____

Date: _____

Commissioners Court - Regular Session**16.****Meeting Date:** 08/16/2011

Recommendation of New 4H Agent

Submitted By: Donna Colburn, Ag Extension**Department:** Ag Extension**Agenda Category:** Regular Agenda Items

Agenda Item

Hear report and recommendation of new 4-H Extension Agent, Brandon David, for Williamson County by Donald Kelm, District Extension Administrator

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/10/2011 02:34 PM
Form Started By: Donna Colburn		Started On: 08/09/2011 08:54 AM
	Final Approval Date: 08/10/2011	

Commissioners Court - Regular Session

17.

Meeting Date: 08/16/2011

MOT services

Submitted For: John Sneed

Submitted By: John Sneed, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Agenda Item

Hear a presentation from MOT.

Background

Hear a presentation from MOT on the services provided and money savings for the County.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/10/2011 02:34 PM
Form Started By: John Sneed		Started On: 08/10/2011 08:40 AM
	Final Approval Date: 08/10/2011	

Commissioners Court - Regular Session

18.

Meeting Date: 08/16/2011

2011-2012 Budget

Submitted By: Ashlie Blaylock, Budget Office

Department: County Judge

Agenda Category: Regular Agenda Items

Agenda Item

Discuss 2011-2012 Budget

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2011 04:25 PM
Form Started By: Ashlie Blaylock		Started On: 07/25/2011 03:43 PM
	Final Approval Date: 07/26/2011	

Commissioners Court - Regular Session**19.****Meeting Date:** 08/16/2011

public assistance

Submitted By: Rebecca Clemons, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

Agenda Item

Discuss and consider approving public assistance contracts for FY11/12.

Background

This item refers to the public assistance funding allocated under Dept. 640 in the general fund. There are three contracts attached for your consideration.

Attachmentscontracts**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/10/2011 02:34 PM
Form Started By: Rebecca Clemons		Started On: 08/10/2011 09:33 AM
	Final Approval Date: 08/10/2011	

PUBLIC ASSISTANCE FUNDING AGREEMENT

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

The parties to this Public Assistance Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2011 and shall terminate one year later on September 30, 2012. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$63,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

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

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20__.

Agency:


COUNTY:

Name of Agency:

Williamson County, Texas

Bluebonnet Trails Community
MHMR Center

D/B/A Bluebonnet Trails Community Services

By:  7/20/11 By: _____

Printed Name: Andrea Richardson

Printed Name: _____

Title: Executive Director

Title: _____

Address:

1009 N. Georgetown Street
Round Rock, Texas 78664

Address:

710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Attn:

Andrea Richardson

Telephone: (512) 943-1550

Telephone:

512-244-8305

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides public mental health services to adults with serious and persistent mental illness and/or serious emotional disturbances. The Funds shall be used to assist in case management, skills training and medication for adult persons with mental health needs.

PUBLIC ASSISTANCE FUNDING AGREEMENT

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

The parties to this Public Assistance Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2011 and shall terminate one year later on September 30, 2012. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

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

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20____.

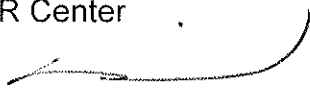
Agency:

COUNTY:

Name of Agency:

Williamson County, Texas

Bluebonnet Trails Community
MHMR Center

By:  _____

By: _____

Printed Name: ANDREA
RICHARDSON

Printed Name: _____

Title: EXECUTIVE DIRECTOR

Title: _____

Address:
1009 N. GEORGETOWN ST
ROUND ROCK, TX 78664

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Attn:
EXECUTIVE DIRECTOR

Telephone: (512) 943-1550

Telephone:
512-244-8305

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides services to special needs offenders, which include service coordination/case management for adults and continuity of care, jail diversion, and wrap around services for juveniles. The Funds shall be used to provide public mental health services to adult and juvenile special needs offenders with serious and persistent mental illness and/or serious emotional disturbances who are participating in the Texas Correctional Office on Offenders with Medical Mental Impairments.

PUBLIC ASSISTANCE FUNDING AGREEMENT

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

The parties to this Public Assistance Funding Agreement ("Agreement") are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2011 and shall terminate one year later on September 30, 2012. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$34,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

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

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20__.

Agency:

Name of Agency:

Williamson-Burnet County Opportunities,
Inc.

By: 

Printed Name: ANDREW SHELL

Title: EXECUTIVE DIRECTOR

Address:

604 HIGH TECH DRIVE
GEORGETOWN, TX 78626

Attn:

ANDREW SHELL

Telephone:

512-763-1400

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:

710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides emergency assistance; a headstart program; case managed aid to transition individuals out of poverty; a new adult education program for job skills; and a rapid re-housing program. The Funds shall be used to defray the operating costs of the Agency's central office.

Commissioners Court - Regular Session**20.****Meeting Date:** 08/16/2011

preliminary proposed budget 0600

Submitted For: Ashlie Blaylock**Submitted By:**Rebecca Clemons,
Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

Agenda Item

Discuss and consider accepting the FY11/12 preliminary proposed budget for the debt service fund (0600) as presented by the Budget Office in the amount of \$65,564,785.

Background

Once accepted by the Court, this amount will serve as a platform to be utilized during the Budget Modification Voting Sessions starting on Aug. 22, 2011. These sessions will enable the Court time to discuss, eliminate, and/or add funding to the preliminary proposed budget.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/11/2011 11:51 AM
Form Started By: Rebecca Clemons		Started On: 08/11/2011 08:30 AM
	Final Approval Date: 08/11/2011	

Commissioners Court - Regular Session**21.****Meeting Date:** 08/16/2011

preliminary proposed budget 0100

Submitted For: Ashlie Blaylock**Submitted By:**Rebecca Clemons,
Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

Agenda Item

Discuss and consider accepting the FY11/12 preliminary proposed budget for the general fund (0100) as presented by the Budget Office in the amount of \$129,547,679.

Background

Once accepted by the Court, this amount will serve as a platform to be utilized during the Budget Modification Voting Sessions starting on Aug. 22, 2011. These sessions will enable the Court time to discuss, eliminate ,and/or add funding to the preliminary proposed budget.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/11/2011 11:51 AM
Form Started By: Rebecca Clemons		Started On: 08/11/2011 11:25 AM
	Final Approval Date: 08/11/2011	

Commissioners Court - Regular Session**22.****Meeting Date:** 08/16/2011

preliminary proposed budget 0200

Submitted For: Ashlie Blaylock**Submitted By:**Rebecca Clemons,
Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

Agenda Item

Discuss and consider accepting the FY 11/12 preliminary proposed budget for the road and bridge fund (0200) as presented by the Budget Office in the amount of \$18,559,122.

Background

Once accepted by the Court, this amount will serve as a platform to be utilized during the Budget Modification Voting Sessions starting on Aug. 22, 2011. These sessions will enable to Court to discuss, eliminate, and/or add funding to the preliminary proposed budget.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/11/2011 11:51 AM
Form Started By: Rebecca Clemons		Started On: 08/11/2011 11:33 AM
	Final Approval Date: 08/11/2011	

Commissioners Court - Regular Session

23.

Meeting Date: 08/16/2011

August 2011 Monthly Construction Summary Report

Submitted By: Tiffany Mcconnell, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Agenda Item

Hear the August 2011 Monthly Construction Summary Report.

Background

Attachments

August 2011 CSR

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/11/2011 11:06 AM
Form Started By: Tiffany Mcconnell		Started On: 08/11/2011 10:36 AM
	Final Approval Date: 08/11/2011	



ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

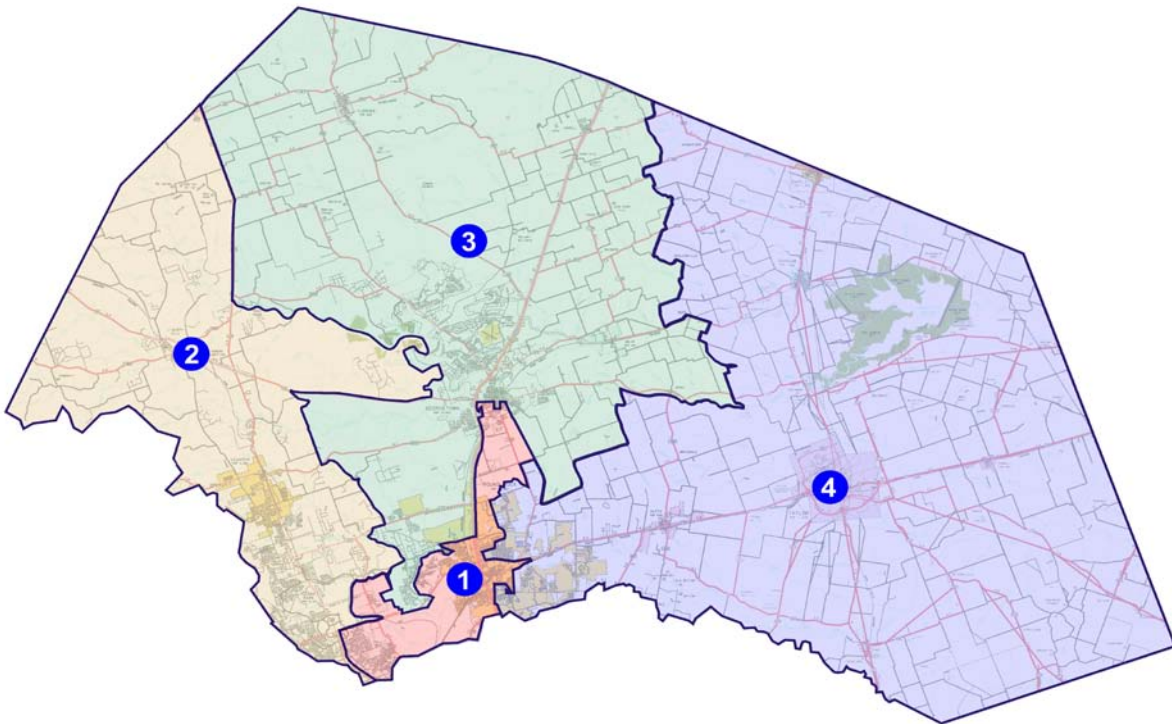
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

August 2011

WWW.ROADBOND.ORG

Volume X - Issue No. 8



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

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WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

SUBSTANTIAL CONSTRUCTION COMPLETE/OPEN TO TRAFFIC - AS OF JULY 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

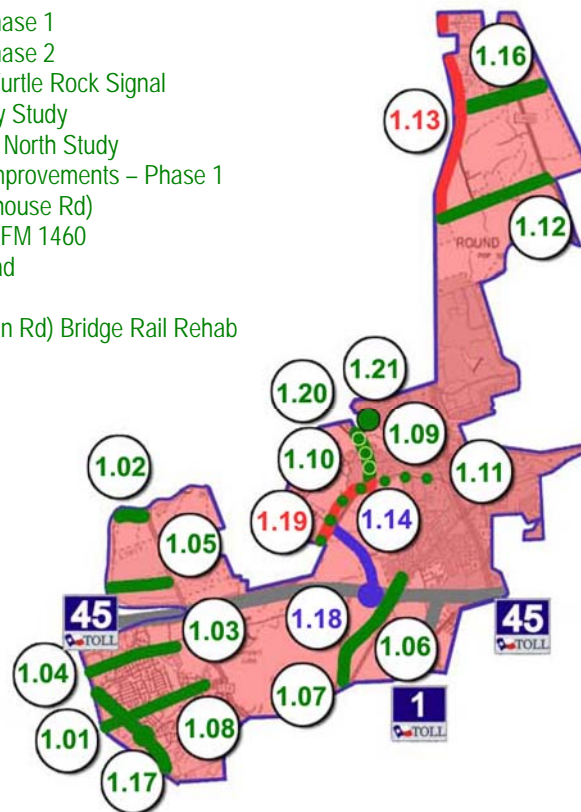
- Wooden Bridges (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- CR 368 & 369 – Aug 2003
- County Road 300 – Dec 2003
- CR 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – March 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – 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
- 1.18 O'Connor Overpass at SH 45

In Design

- 1.13 IH-35 Northbound Frontage Rd and Ramps
- 1.19 RM 620: Cornerwood Dr to Wyoming Springs

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

Original Contract Price = \$5,864,053.94

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

7/29/2011 Comments - Substantial Completion has been issued and the Ribbon Cutting Ceremony was held on 5/26/2010. JC Evans has completed most of the final punchlist items added by the City of Georgetown. A meeting with the City was held on 4/19/2011 with a follow-up field visit on 4/27/2011. The City of Georgetown issued a revised punchlist to the GEC and Williamson County on 7/24/2011 and it is under discussion. Once HNTB and Williamson County agree on the final revised punchlist, a meeting will be scheduled with JC Evans to complete any necessary work and close the project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<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

7/29/2011 Comments - JO'B Site Construction has gone out of business and defaulted on the remaining punch list work items. The GEC is coordinating with Williamson County, who is corresponding with the bonding company. The GEC is also coordinating with TxDOT to determine what will be required in the ditches along FM 1460.

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

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

Adjusted Price = \$889,414.60

Pond Springs Widening (McNeil Rd to US 183)

Project No. 09WC710

Original Contract Price = \$3,167,595.05

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

7/29/2011 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. The Balancing Change Order has been executed and the final pay estimate for retainage release has been processed and submitted to the County. Awaiting resolution of City of Austin's acceptance for issuance of Final Acceptance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2J: Differing Site Conditions (unforeseeable). 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 (unforeseeable). 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

<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.

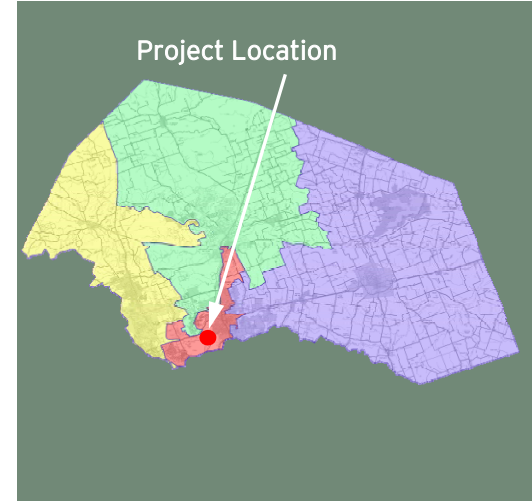
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
23	1/16/2011	4,099.33	765,131.70

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



JULY 2011 IN REVIEW

07/08/2011: Dan Williams Construction Company (DWCO) continues to place falsework and formwork for the bent caps. The Contractor continues to place embankment, construct wingwalls and pour concrete aprons at the ends of cross drainage structures. DWCO placed landscape pavers in the median for the new left turn lane on Great Oaks at RM 620.

07/15/2011: At the Great Oaks intersection, DWCO completed constructing the new left turn lanes and installed the Stormceptor. The Contractor completed Abutment 10 and the installation of all three precast box culverts. The right lane on O'Connor is closed and DWCO started demolishing the curb.

07/22/2011: DWCO completed the standard bent caps and began forming caps on Bents 7 and 8. The Contractor continues to construct headwalls, wingwalls and concrete aprons at the cross drainage structures, as well as, excavate and place embankment throughout the project. North of RM 620 on O'Connor, DWCO installed the Stormceptor and began widening the roadway and placing concrete curb & gutter.

07/29/2011: North of RM 620 on O'Connor, DWCO removed and replaced the driveway to the shopping center and is constructing the new curb inlet.



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>	
12/15/2010	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
4	7/1/2011	7/31/2011	31	\$484,153.08	\$1,733,354.04	\$53,794.78	\$192,594.89	34	30
Adjusted Price =									\$5,742,529.92

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>	
3/23/2011	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
7/29/2011	Comments -	Substantial Completion was issued on 07/07/2011. All punchlist items have been completed. The Balancing Change Order is being prepared and the GEC will begin closeout process after receipt of the final lien waiver, maintenance bond and approved As-built drawings.							
								Adjusted Price =	\$186,373.00

PRECINCT 2

COMMISSIONER LONG

Under Construction / Bidding

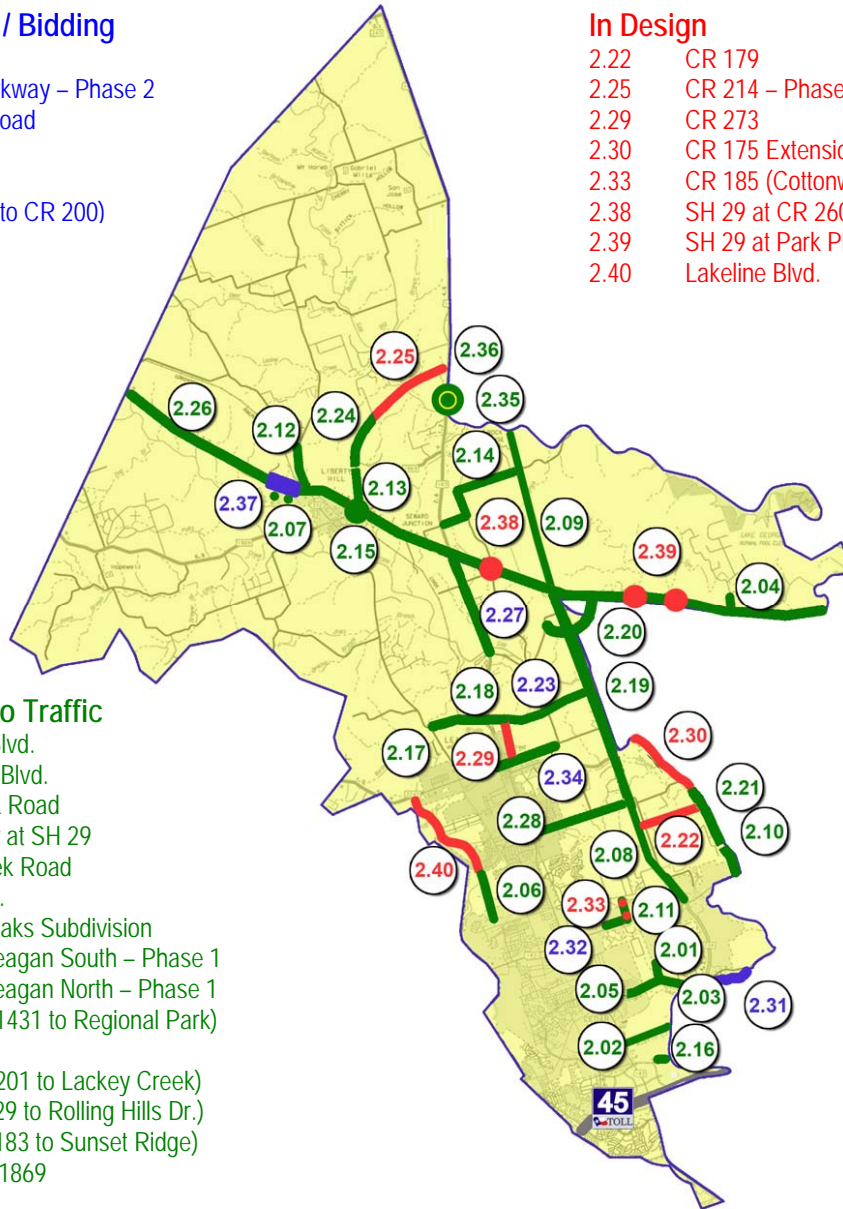
- 2.27 US 183 (PTF)
- 2.23 San Gabriel Parkway – Phase 2
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.34 Hero Way
- 2.37 SH 29 (CR 277 to CR 200)

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)
- 2.38 SH 29 at CR 260 / CR 266
- 2.39 SH 29 at Park Place Dr & Jack Nicklaus Blvd
- 2.40 Lakeline Blvd.

Completed/Open to Traffic

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



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

Original Contract Price = \$15,857,326.54

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

7/29/2011 Comments - The Contractor has completed all items added under Change Order No. 24. The GEC will resume Project Close-Out and is coordinating with the Contractor on a release of retainage pay request. The Record Drawings have been received from the Contractor, reviewed, and found to be complete and accurate.

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

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

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

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

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

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

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

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

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

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

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

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

<u>Change Order Number</u>	<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			
<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			
<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>% Time 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

7/29/2011 Comments - Ribbon Cutting has held on 2/12/10. All punch list items are complete except grass growth. RGM has completed the reworking on the ditches and the additional erosion controls installations. Due to ongoing drought conditions, the County will accept the stabilization measures and vegetation as is in lieu of full vegetative establishment and payment for continued watering operations. The County will be responsible for final vegetative establishment. The Balancing Change Order is being developed.

<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.

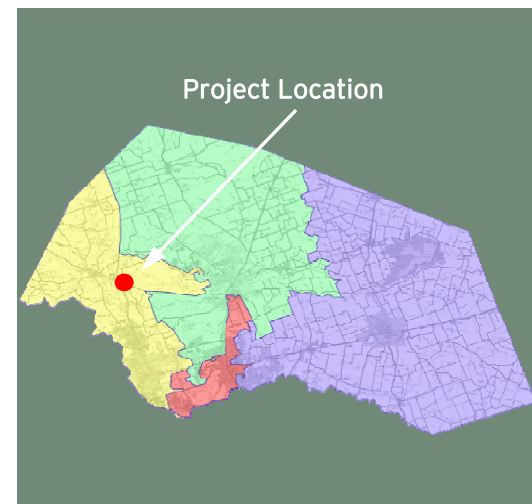
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	3/23/2010	1,947.84	20,115.43

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



JULY 2011 IN REVIEW

07/08/2011: Dan Williams Construction Company (DWCO) completed the placement of the downstream rip rap at Structure 5. The Contractor processed flex base for the U-turn south of SH 29 and over Structure 5.

07/15/2011: DWCO installed the 6X3 boxes for Culvert 9 north of CR 259 for the northbound lanes. The Contractor forming for the wall footings at Pond 2. DWCO continues to remove overhang brackets from the southbound bridge.

07/22/2011: DWCO completed processing the final course of flex base on the U-turn south of SH 29. Subcontractor APAC placed the prime coat on the U-turn and over Structure 5. Subcontractor Environmental Safety Services (ESS) is installing the permanent signs along the northbound lanes from LCRA Dr to the north in preparation for the northbound traffic switch. DWCO is placing concrete for the walls at Pond 2.

07/29/2011: DWCO is excavating to subgrade across from Mourning Dove for the northbound tie-in. APAC placed the Ty B and Ty C hot mix asphalt on the U-turn south of SH 29 and over Structure 5 and is milling the northbound lanes for the crown corrections from south of Mourning Dove to SH 29. DWCO continues to place concrete for the walls at Pond 2. The Contractor is saw-cutting the existing asphalt on the southbound lanes south of Detour 1 for removal and widening of the roadway.



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
	20	7/1/2011	7/31/2011	20	\$248,589.58	\$12,282,723.77	80	46

<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,

<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 is 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 Accommodation. 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

<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	46	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	63	57
12	11/1/2010	11/30/2010	30	\$92,871.10	\$910,942.11	\$10,319.01	\$101,215.79	70	70
13	12/1/2010	12/31/2010	31	\$240,285.91	\$1,151,228.02	-\$40,624.84	\$60,590.95	89	84
14	1/1/2011	4/30/2011	0	\$62,865.30	\$1,214,093.32	\$3,308.70	\$63,899.65	94	84
15	5/1/2011	7/25/2011	0	\$38,366.44	\$1,252,459.76	-\$38,339.25	\$25,560.40	97	84

7/29/2011 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. Due to ongoing drought conditions, the County will accept additional stabilization measures and existing vegetation in lieu of full vegetation establishment. The County will be responsible for final vegetation establishment. The Balancing Change Order is being developed.

<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

<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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	6/3/2011	8,712.12	108,292.29

6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). A driveway built by the contractor according to the Real Estate Agreement was not included in the original plans since the plans were completed before all of the ROW was purchased. 4B: Third Party Accommodation. Third party requested work. A driveway off of CR 214 was requested by a property owner in order for them to have access the back of their property. Wilco agreed to have the contractor build the driveway per the property owner's request. 2I: Differing Site Conditions. Additional safety needs (unforeseeable): Additional striping and buttons were added to the project. The stop bars were lengthened at Rolling Hills and at the intersection of CR 214 at San Gabriel Ranch Rd. The Contractor also installed additional buttons and 4-in yellow stripes in the gore area at the north end of the project on San Gabriel Ranch Rd.

Adjusted Price = \$1,292,291.32

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>Used</u>	<u>% Time</u> <u>Used</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
3	6/15/2011	7/15/2011	0	\$22,971.27	\$391,696.77	\$468.80	\$7,993.81	97	84

7/1/2011 Comments - Final Completion was issued on 3/10/2011. The Balancing Change Order is being developed. Final lien waivers, maintenance bond, and approved As-builts have been received from the Contractor.

<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.

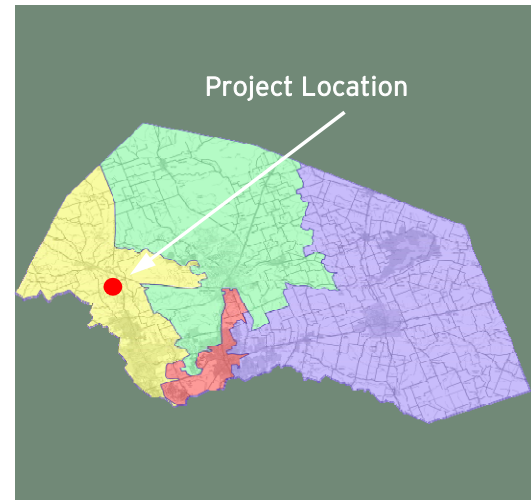
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	5/20/2011	10,033.33	16,732.18

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: \$4.1 Million



JULY 2011 IN REVIEW

07/08/2011: DNT finished backfilling the bridge over Brushy Creek. The Contractor poured leveling pads and set panels for the wingwalls downstream of the bridge. DNT also backfilled curb inlets throughout the project.

07/15/2011: DNT set the coping on the wingwalls downstream of the bridge over Brushy Creek and poured the leveling pad for Wall 1. The Contractor is excavating for the Wall 2 leveling pad. DNT is also excavating in preparation for the installation of 24-inch split encasement pipe on the existing 12-inch Leander waterline at the west end of the project.

07/22/2011: DNT is setting the MSE wall panels for Wall 1. The Contractor is also forming for the Wall 2 leveling pad.

07/29/2011: DNT completed the placement of the MSE wall panels and coping for Wall 1. The Contractor poured the leveling pad and set MSE wall panels on Wall 2. DNT is also backfilling the interior footings at the bridge over Brushy Creek. Subcontractor Greater Austin formed and poured the curb inlet behind Wall 2 on the east side 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	19	0
5	6/1/2011	6/30/2011	0	\$409,176.00	\$1,109,208.39	\$45,464.00	\$123,245.38	30	0
6	7/1/2011	7/31/2011	0	\$60,186.25	\$1,169,394.64	\$6,687.36	\$129,932.74	31	0

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/26/2011	10,399.12	10,399.12

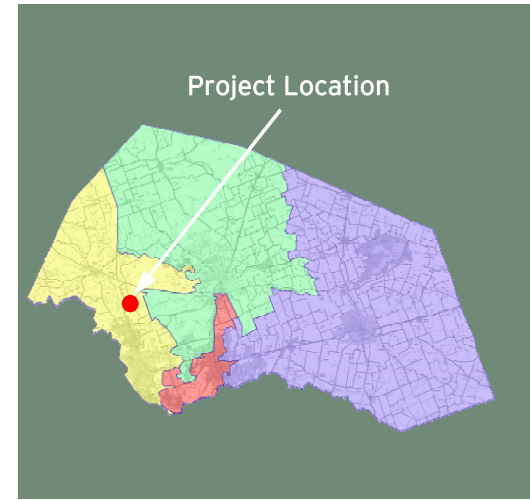
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This change order provides payment to the Contractor for installing woven wire fencing instead of barbed wire fencing due to the type of adjacent livestock. The Contractor will also install 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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	7/26/2011	-94,751.66	-84,352.54

1A: Design Error or Omission. Incorrect PS&E. This change order revises the contract quantities to utilize a flexible pavement section at the CR 269 tie-in, in lieu of the concrete pavement section quantified in the plans. This change order also corrects a quantity error in the Ty A hot mix, providing a significant cost savings to the County.

Adjusted Price = \$4,148,170.26



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



JULY 2011 IN REVIEW

07/08/2011: Ranger is processing the second course of flex base from 183A to CR 270.

07/15/2011: Ranger is processing the final course of flex base from 183A to CR 270.

07/22/2011: Ranger completed processing the final course of flex base throughout the project. Subcontractor Chasco completed the placement of the Ty II curb and gutter. Ranger is grading the slopes along the north side of the roadway. Subcontractor Tom Arnold Drilling capped the existing water well. Subcontractor Empire Fence completed the installation of the ROW gates.

07/29/2011: Ranger is fine grading the final flex base throughout the project in preparation for prime coat and hot mix asphalt paving operations. The Contractor is also continuing to grade the slopes along the north side of the roadway. Ranger is backfilling behind the curb along the eastbound lanes. Subcontractor Roadway Specialties installed the rock berms at all three culverts.



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>	
12/8/2010	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
4	7/1/2011	7/31/2011	31	\$272,182.59	\$755,206.11	-\$13,921.59	\$39,747.69	67	43

<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.

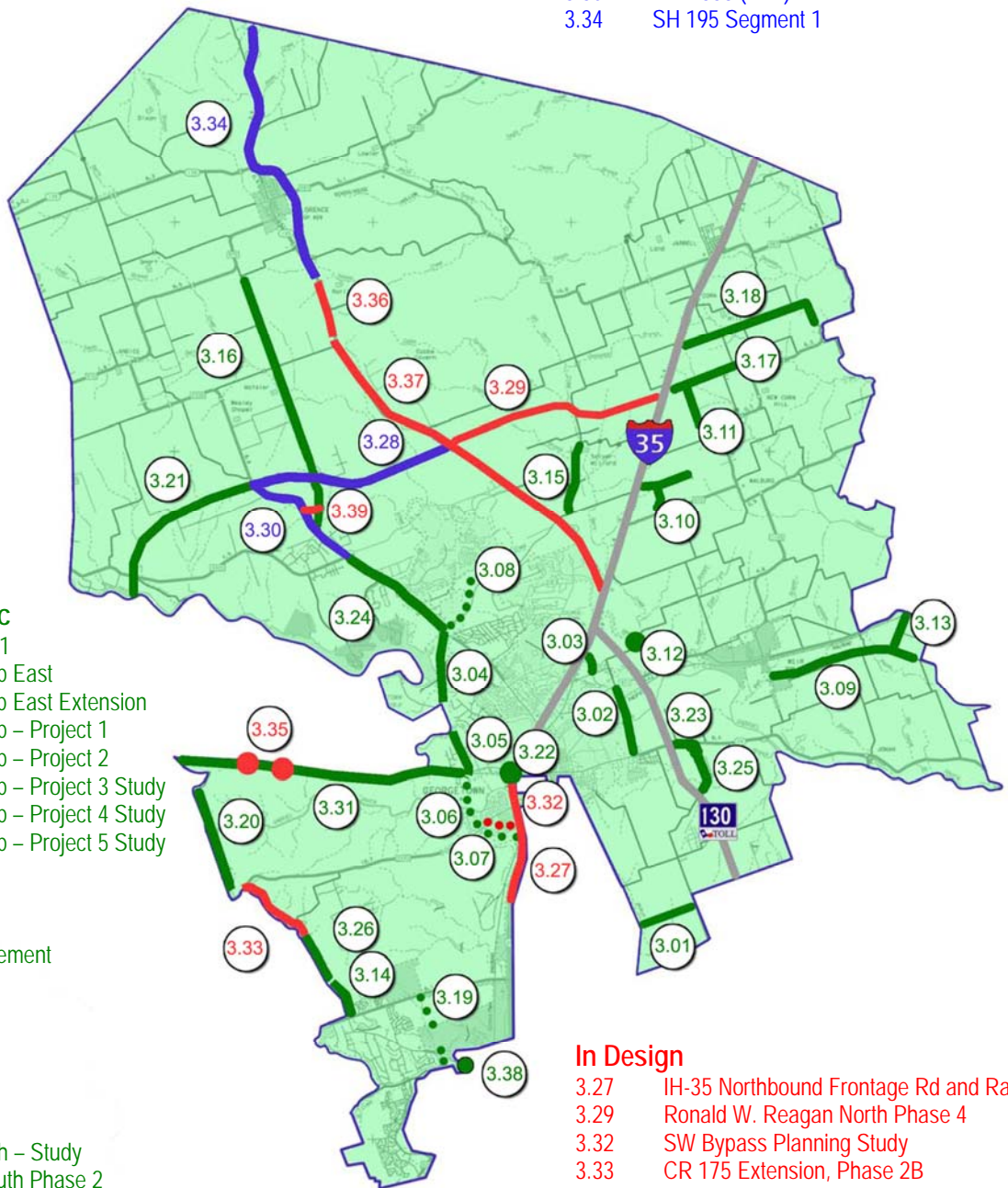
Adjusted Price = \$1,182,680.88

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
	27	6/1/2011	6/30/2011	0	\$94,473.54	\$13,113,181.92	97	100
	28	7/1/2011	7/31/2011	0	\$33,774.00	\$13,146,955.92	98	100

7/29/2011 Comments - JC Evans is working on completion of the punchlist items. The GEC is coordinating with the City of Georgetown to schedule a walkthrough and obtain the City's final punchlist.

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

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

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

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

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

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

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

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

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

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

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

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

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

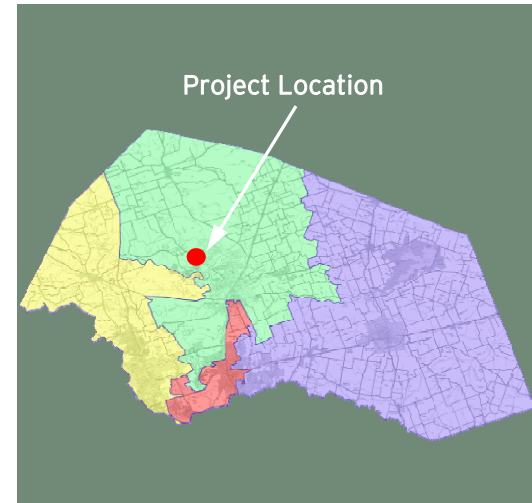
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
23	6/24/2011	40,694.60	1,942,435.16

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



JULY 2011 IN REVIEW

07/08/2011: Joe Bland has excavated to subgrade from Reagan Blvd to 1 mile east of Reagan and began placing the first course of flex base. The Contractor is excavating from CR 245 east to Ridgewood for the north half of the roadway and completing casting of the remaining half of Culvert 5.

07/15/2011: Joe Bland is processing the second course of flex base from Culvert 5 to Indian Springs. The Contractor backfilled around Culvert 5 and placed precast boxes for Culverts 1 and 3. Joe Bland also excavated, formed and poured the footing on Culvert 3 and excavated for the footing at Culvert 2.

07/22/2011: Joe Bland completed Culvert 3 and completed excavation and embankment on the Reagan intersection widening south of RM 2338. The Contractor is excavating from CR 245 to Ridgewood and processing the second course of flex base from east of Reagan to approximately 1 mile east of Indian Springs. Joe Bland laid RCP for Culvert 1 located east of CR 247 and is pouring concrete rip rap in the ditch east of CR 247.

07/29/2011: Joe Bland processed subgrade for flex base from one mile west of CR 245 to a half mile west of CR 245. The Contractor completed installation of the remaining portion of Box Culvert 7, located at CR 245. Subcontractor BMP made repairs to the erosion control devices.



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	22	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	57	23
	15	7/1/2011	7/31/2011	31	\$323,111.50	\$5,388,675.80	61	28

<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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	7/19/2011	31,951.08	123,927.32

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.

Adjusted Price = \$8,824,125.88

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	57	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	77	53
	8	4/1/2011	4/30/2011	30	\$314,268.02	\$2,068,514.93	91	61
	9	5/1/2011	5/31/2011	26	\$78,895.63	\$2,147,410.56	94	68
	10	7/1/2011	7/31/2011	0	\$29,374.54	\$2,176,785.10	96	68

7/29/2011 Comments - Chasco is performing general cleanup and watering the grass. A ribbon cutting ceremony was held on 5/26/11 and the roadway is now open to the traveling public. Substantial Completion was requested in June, approximately three months ahead of schedule. Still waiting on a final punchlist from the City of Georgetown. Chasco is installing additional erosion control devices at their own expense in order to stabilize the project and achieve completion in lieu of waiting on vegetative establishment.

<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.

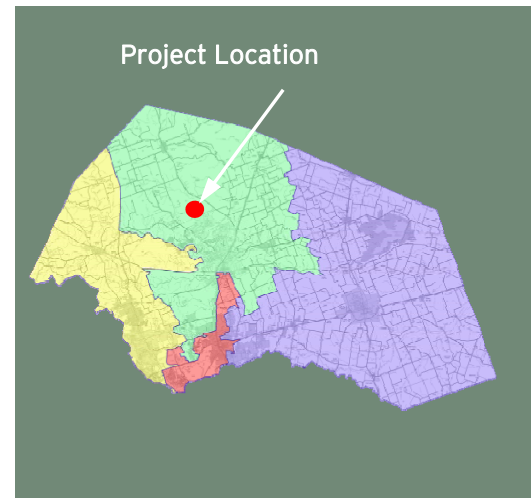
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/12/2011	7,431.85	12,505.35

1B: Design Error or Omission. Other. The original plans did not provide details for the sidewalk construction beyond the bridge approach slabs. 4B: Third Party Accommodation. Third party requested work. TxDOT requested that one core hole per bridge bent be drilled during drilled shaft construction.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	7/26/2011	17,706.17	30,211.52

4B: Third Party Accommodation. Third party requested work. TxDOT requested that soil retention blanket be placed along the banks of Mankins Branch. 3E: County Convenience. Reduction of future maintenance. Redesign of the ditch in front of the Schroeder property, and use of 18" stone riprap in lieu of 12" stone riprap to create more stable slopes along the creeks.

Adjusted Price = \$2,277,214.12



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



JULY 2011 IN REVIEW

07/08/2011: JC Evans is processing subgrade from RM 2338 to CR 245. The Contractor continues to excavate and place embankment from CR 245 to a half mile north. JC Evans is nearing completion of the specified clearing operations north of Berry Creek to SH 195. Property owners continue to install fencing.

07/15/2011: JC Evans continues to process subgrade from RM 2338 to CR 245. The Contractor also continues to excavate and place embankment from CR 245 to a half mile north. JC Evans has completed clearing operations for the right of way north of Berry Creek to SH 195.

07/22/2011: JC Evans completed processing the subgrade from RM 2338 to CR 245. The Contractor installed the cross drainage structure north of CR 245. Property owners continue to install fencing.

07/29/2011: JC Evans is preparing to place flex base from RM 2338 to CR 245. The Contractor continues to install cross drainage structures at various locations, with six of eight cross drainage structures installed to date. JC Evans continues to excavate and place embankment from a half mile south of Berry Creek and remove spoils north of Berry Creek.



Design Engineer: Stanley/Cobb Fendley
and TBG Partners
Contractor: JC Evans Construction
Construction Observation:
Bill Wood, Huitt-Zollars

Williamson County
Road Bond Program



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>	
12/8/2010	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
4	7/1/2011	7/31/2011	31	\$418,465.80	\$2,194,981.10	\$46,496.20	\$243,886.79	26	9

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/12/2011	32,550.00	32,550.00

4B. Third Party Accommodation. Third Party requested work. This change order provides payment for additional work by the Contractor to relocate and encase a 6" waterline that crosses Ronald Reagan near CR 245, per the request of Chisholm Trail Special Utility District (CTSUD).

Adjusted Price = \$9,482,332.66

PRECINCT 4

COMMISSIONER MORRISON

Completed/Open to Traffic

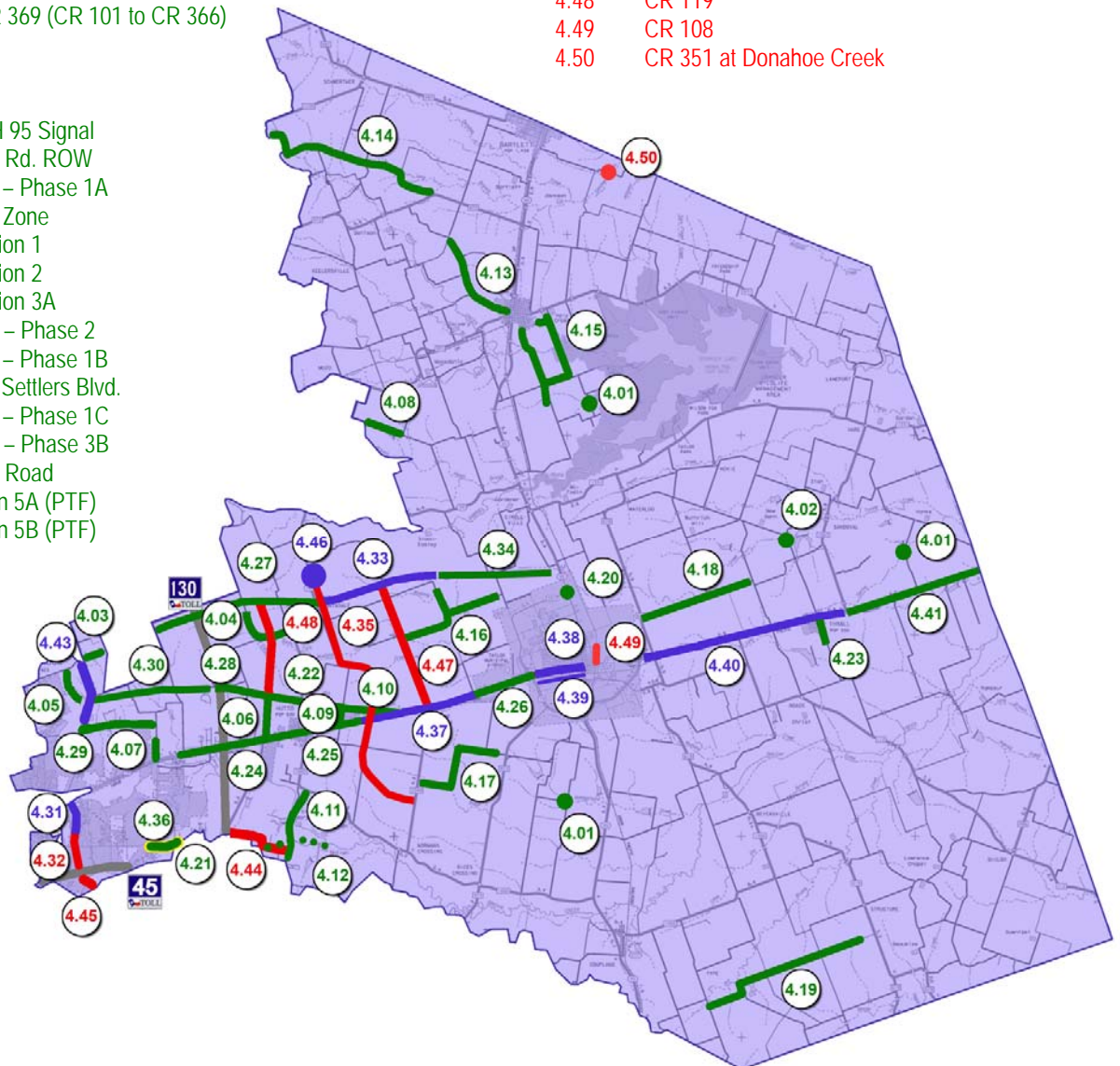
- 4.01 Bridge Replacements Phase 1
(CR 406, CR 390, CR 427)
- 4.02 Bridge Replacements Ph. 2A (CR 424)
- 4.03 Chandler Rd. – Phase 1
- 4.04 CR 100
- 4.05 CR 112 – Phase 1
- 4.06 CR 119
- 4.07 CR 122 at US 79
- 4.08 CR 124
- 4.09 CR 132
- 4.10 CR 136
- 4.11 CR 137
- 4.12 CR 138 & CR 139 Alignment Study
- 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

- 4.31 Arterial A – Phase 1
- 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

- 4.32 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	99	-	
30	3/1/2011	3/31/2011	0	\$21,455.00	\$15,738,502.99	99	-	
31	7/1/2011	7/31/2011	0	\$9,957.77	\$15,748,460.76	99	-	

7/29/2011 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 was installed on 7/5/2011. The CEI firm is auditing the contract pay folder quantities to prepare the Balancing Change Order.

<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	-521,191.56

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	7/26/2011	(\$20,140.00)	-1,037,521.04

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 ride of the finished roadway as measured by an inertial profiler in accordance with Contract Item 585 "Ride Quality for Pavement Surfaces".

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
15	7/26/2011	1,022.33	-1,036,498.71

3L: County Convenience. Revising safety work/measures desired by the County. This change order provides payment to the Contractor for utilization of off-duty police officers to assist with traffic safety during major traffic switches and night work.

Adjusted Price = \$15,949,554.78

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

Original Contract Price = \$20,021,693.92

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
10/29/2008	11/18/2008	1/12/2009	1/27/2009	5/16/2011		593	0	593
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
	1	1/27/2009	1/31/2009	4	\$1,072,701.94	\$1,072,701.94	5	1
	2	2/1/2009	2/28/2009	20	\$1,522,944.68	\$2,595,646.62	13	4
	3	3/1/2009	3/31/2009	22	\$788,518.66	\$3,384,165.28	17	8
	4	4/1/2009	4/30/2009	21	\$502,872.77	\$3,887,038.05	19	11
	5	5/1/2009	5/31/2009	22	\$757,178.89	\$4,644,216.94	23	15
	6	6/1/2009	6/30/2009	22	\$711,613.42	\$5,355,830.36	27	19
	7	7/1/2009	7/31/2009	22	\$635,205.99	\$5,991,036.35	30	22
	8	8/1/2009	8/31/2009	21	\$1,677,078.01	\$7,668,114.36	38	26
	9	9/1/2009	9/30/2009	21	\$1,431,729.03	\$9,099,843.39	45	30
	10	10/1/2009	10/31/2009	22	\$538,454.63	\$9,638,298.02	48	33
	11	11/1/2009	11/30/2009	19	\$1,169,970.14	\$10,808,268.16	54	36
	12	12/1/2009	12/31/2009	21	\$535,790.54	\$11,344,058.70	57	40
	13	1/1/2010	1/31/2010	21	\$545,272.91	\$11,889,331.61	59	44
	14	2/1/2010	2/28/2010	22	\$390,830.34	\$12,280,161.95	61	47
	15	3/1/2010	3/31/2010	23	\$136,256.55	\$12,416,418.50	62	51
	16	4/1/2010	4/30/2010	22	\$716,717.16	\$13,133,135.66	66	55
	17	5/1/2010	5/31/2010	20	\$302,046.40	\$13,435,182.06	67	58
	18	6/1/2010	6/30/2010	23	\$1,386,857.06	\$14,822,039.12	75	62
	19	7/1/2010	7/31/2010	22	\$470,458.44	\$15,292,497.56	75	66
	20	8/1/2010	8/31/2010	22	\$1,300,111.42	\$16,592,608.98	81	69
	21	9/1/2010	9/30/2010	23	\$1,232,191.75	\$17,824,800.73	87	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	99	99
	30	6/1/2011	6/30/2011	2	\$59,626.94	\$20,326,446.65	100	99

7/29/2011 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 and the traffic counter is operational. The CEI firm is auditing the contract pay folder quantities to prepare the Balancing Change Order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4B: Third Party Accommodation. Third Party Requested Work. The plans provided no details for the final pavement tie-in beyond the original project limits, so TxDOT requested that the west end of the project be overlaid with asphalt and re-stripped 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.

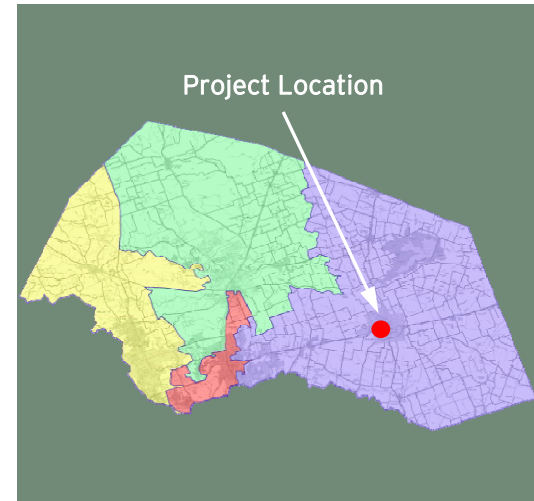
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
18	5/26/2011	59,515.43	342,893.13

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".

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
19	7/19/2011	20,376.08	363,269.21

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.

Adjusted Price = \$20,384,963.13



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



JULY 2011 IN REVIEW

07/08/2011: Subcontractor Bryant & Frey has completed digging and daily grouting on Barrel 4 at Culvert Crossing 3. Bryant & Frey also completed forming the bulkheads at both ends of the tunnel, pushing through the RCP, and pumping grout between the RCP and liner plates. Austin Engineering (AECO) began installing the downstream pipe for each barrel of Culvert Crossing 3.

7/15/2011: Bryant & Frey began hand digging and grouting on Barrel 3 at Culvert Crossing 2 and is 15 LF into the 94 LF tunnel. AECO completed installation of the remaining downstream pipe for Culvert Crossing 3. The Contractor opened Welch Street to traffic at Culvert Crossing 3 and closed Welch Street at Culvert Crossing 2 in order to complete the tunneling work.

07/22/2011: Bryant & Frey continues hand digging and grouting on Barrel 3 at Culvert Crossing 2 and is 63 LF into the 94 LF tunnel. Subcontractor Hayden began forming for the downstream headwall structure and poured the downstream concrete apron at Culvert Crossing 3.

07/29/2011: Bryant & Frey completed hand digging and grouting on Barrel 3 at Culvert Crossing 2. Hayden continues to form the downstream headwall structure at Culvert Crossing 3.



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	10/X/2011		304	277	581	
<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	4
2	5/1/2010	5/31/2010	31	\$315,654.07	\$469,190.47	\$35,072.67	\$52,132.27	14	9
3	6/1/2010	6/30/2010	30	\$446,515.20	\$915,705.67	\$49,612.80	\$101,745.07	27	15
4	7/1/2010	7/31/2010	31	\$516,644.68	\$1,432,350.35	\$57,404.97	\$159,150.04	42	20
5	8/1/2010	8/31/2010	31	\$129,021.10	\$1,561,371.45	\$14,335.68	\$173,485.72	46	25
6	9/1/2010	9/30/2010	30	\$20,700.00	\$1,582,071.45	\$2,300.00	\$175,785.72	39	30
7	10/1/2010	10/31/2010	31	\$206,908.58	\$1,788,980.03	\$22,989.84	\$198,775.56	44	36
8	11/1/2010	11/30/2010	30	\$159,507.79	\$1,948,487.82	\$17,723.09	\$216,498.65	48	41
9	12/1/2010	12/31/2010	31	\$246,300.38	\$2,194,788.20	\$27,366.71	\$243,865.36	54	46
10	1/1/2011	1/31/2011	31	\$325,167.20	\$2,519,955.40	-\$111,236.13	\$132,629.23	59	52
11	2/1/2011	2/28/2011	28	\$175,330.01	\$2,695,285.41	\$9,227.90	\$141,857.13	63	56
12	3/1/2011	3/31/2011	31	\$265,890.19	\$2,961,175.60	\$13,994.22	\$155,851.35	69	62
13	4/1/2011	4/30/2011	30	\$207,391.40	\$3,168,567.00	\$10,915.33	\$166,766.68	74	67
14	5/1/2011	5/31/2011	31	\$207,880.17	\$3,376,447.17	\$10,941.07	\$177,707.75	79	72
15	6/1/2011	6/30/2011	30	\$275,449.34	\$3,651,896.51	\$14,497.33	\$192,205.08	86	77
16	7/1/2011	7/31/2011	31	\$191,148.63	\$3,843,045.14	\$10,060.45	\$202,265.53	90	83

<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

<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 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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	7/19/2011	0.00	756,144.62

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.

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>% Time 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

7/29/2011 Comments - Chasco is in the process of removing their water tower from the project. Due to ongoing drought conditions, the County will accept additional stabilization measures installed at the Contractor's expense and existing vegetation in lieu of full vegetation establishment. The County will be responsible for final vegetation establishment. The Balancing Change Order is being developed.

<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.

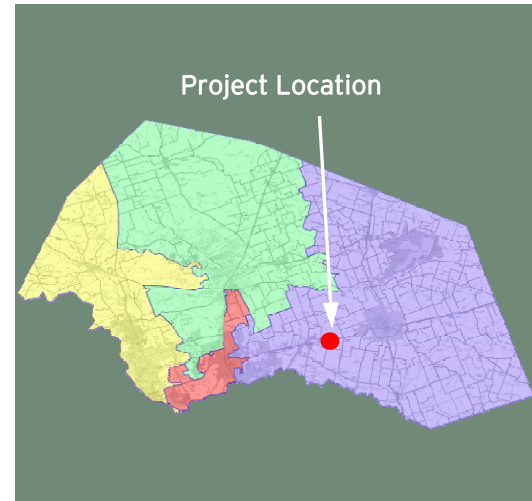
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	6/1/2011	-23,103.80	-66,332.05

6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). Williamson County had not purchased the ROW needed to construct the west end of the project in time to include the original project limits in the contractor's scope of work. Therefore, the project's west end starting point was relocated 200 L.F. to the east thus reducing various original contract quantities.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	6/9/2011	41,558.79	-24,773.26

3M: County Convenience. Other. Asphalt placement/production bonus and ride quality bonus. The Contractor has met the requirements to receive an asphalt placement/production bonus and ride quality bonus for this 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



JULY 2011 IN REVIEW

07/08/2011: Subcontractor DNT is processing flex base at the east end tie-in to US 79. JD Ramming primed the flex base on Limmer Loop. Subcontractor RSI is installing metal beam guard fence starting at the east end.

07/15/2011: DNT is processing flex base for the north driveway at the west end of the project and on the eastbound tie-in to US 79. RSI continues to install MBGF along the westbound lanes. Subcontractor Greater Austin is forming and pouring mow strip at various culverts and driveways, including the remaining Covert driveway. JD Ramming paved Limmer Loop, most of the north side driveways, and the east and west end tie-ins to US 79.

07/22/2011: Greater Austin completed pouring mow strips and rip rap near Covert and is forming the headwall at Culvert A. Subcontractor Highway Technologies striped for the traffic switch to the new pavement section and RSI installed roadway signs on the westbound lanes. JD Ramming switched all of US 79 traffic to the newly constructed westbound lanes on 7/21/11.

07/29/2011: Greater Austin poured the top slab and headwall at Culvert A. DNT demolished driveways and culverts between the proposed westbound lanes and the existing eastbound lanes.



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>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>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 mobilization.

<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.

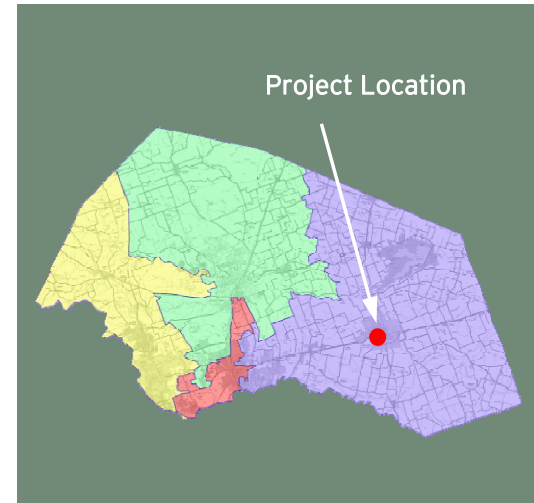
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	6/24/2011	0.00	121,553.80

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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	7/12/2011	4,050.00	125,603.80

3L: County Convenience. Revising safety work/measures desired by the County. Two detours were added to the TCP at the east end of the project to provide for safe movement of traffic during construction. Also increased the number of tabs placed. 3H: County Convenience. Cost savings opportunity discovered during construction. Short term lane closures were utilized in lieu of barrier and crash cushions during the extension of cross culverts.

Adjusted Price = \$11,626,150.83



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



JULY 2011 IN REVIEW

07/08/2011: FTWoods continues to install water laterals, fire hydrants, and services off of Waterline A throughout the project. The Contractor completed the installation of the East Basin storm sewer line down Talbot Street and has now moved to 1st Street, which is a 60-inch RCP storm sewer line that ties into Austin Engineering's Line F bore under the UPRR tracks (Drainage Project).

07/15/2011: FTWoods continues to install water laterals, fire hydrants, and services off of Waterline A at Shaw Street and is moving east. The Contractor also continues installing RCP for the 1st Street storm sewer system.

07/22/2011: FTWoods continues to install water laterals, fire hydrants, and services off of Waterline A, the additional City of Taylor requested changes approved on Change Orders #1 and storm sewer for the East Basin.

07/29/2011: FTWoods continues to install storm sewer for the East Basin, as well as water laterals and fire hydrants off of Waterline A. Pressure testing was completed on Waterline A and bacterial samples were taken in preparation on tying in sections of Waterline A on the west end on the project. The Contractor began pushing the wastewater pipe through the encasement pipe under the UPRR tracks on Sloan Street.



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
5	6/1/2011	6/30/2011	30	\$348,273.39	\$1,677,386.37	\$38,697.04	\$186,376.27	19	22

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/26/2011	100,915.00	100,915.00

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	7/26/2011	(\$26,176.60)	74,738.40

2C: Differing Site Conditions. New development (conditions changing after PS&E completed). This change order adjusts the contract quantities to accommodate an adjacent City of Taylor project on Sloan Street. Improvements at Sloan Street will be included in the City's project.

Adjusted Price = \$9,047,811.20

Commissioners Court - Regular Session**24.****Meeting Date:** 08/16/2011

11WC906 Oconnor Drive Change Order No 2

Submitted By: Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Agenda Item

Consider approving Change Order No. 2 in the amount of \$15,000.00 for O'Connor Drive, a Road Bond Project in Precinct One.

Background

This Change Order establishes adds the requirements of Item 420.4.14, Concrete Structures, Mass Placements to the contract and establishes a force account to pay the Contractor. On the Lake Creek bridge, bent caps 7 and 8 exceed 5 LF in smallest dimension and are subject to additional requirements on the temperature of the concrete during placement and curing. To meet these requirements, the Contractor will have to take additional provisions to lower the concrete temperature, such as adding ice or liquid nitrogen to the mixture, and perform additional testing and monitoring for the first four days of curing.

Attachments11WC906 CO No 2**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/05/2011 10:36 AM
Form Started By: Tiffany Mcconnell		Started On: 08/04/2011 02:05 PM
	Final Approval Date: 08/05/2011	

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2



1. CONTRACTOR: Dan Williams Company
2. Change Order Work Limits: Sta. 75+00 to Sta. 78+00
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 1A (3 Max. - In order of importance - Primary first)

Project:	<u>11WC906</u>
Roadway:	<u>O'Connor Dr Ext</u>
Purchase Order Number:	

5. Describe the work being revised:

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds the requirements of Item 420.4.14, Concrete Structures, Mass Placements to the contract. This work will be tracked and paid by force account.

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).

<p><small>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.</small></p> <p>THE CONTRACTOR Date <u>8-1-11</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>STEVE CROSWELL</u></p> <p>Typed/Printed Title <u>PROJECT MGR.</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$15,000.00</u></p>
--	--

RECOMMENDED FOR EXECUTION:

[Signature] P.E. 8/3/11
 Project Manager
 Construction Observer

N/A
 Design Engineer Date

[Signature] 8/3/2011
 Program Manager Date

Design Engineer's Seal:

N/A

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

11WC906

CHANGE ORDER NUMBER: 2

TABLE A: Force Account Work and Materials Placed into Stock

[illegible]

TABLE B: Contract Items

[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 Road Bond Program

**O'Connor Drive Extension
Williamson County Project No. 11WC906**

Change Order No. 2

Reason for Change

This change order adds the requirements of Item 420.4.G.14, Concrete Structures, Mass Placements to the contract.

The original plans did not include Item 420.4.G.14 Concrete Structures, Mass Placements. The plan dimensions for the Bent 7 and 8 bridge caps meet the definition of a Mass (Concrete) Placement. The Standard Specification defines mass (concrete) placements, as "(concrete) placements with a least dimension greater than or equal to 5 feet." The added requirements include (1) a maximum concrete temperature at the time of placement of 75 degrees or less, (2) that the temperature differential between the central core of the placement and the exposed concrete surface does not exceed 35 degrees and (3) that the temperature at the central core of the placement does not exceed 160 degrees. To meet these requirements, the Contractor will need to take additional provisions to lower the concrete temperature at the time of placement, such as adding ice to the mixture, and perform additional testing to monitor the temperature of the concrete placement for 4 days after the concrete pour.

This additional work will be tracked and paid for according to Section 13, General Conditions of Agreement, Part 6.03 Extra Work, in the Project Manual.

Following is a summary of the new item required for this Change Order:

ITEM	DESCRIPTION	QTY	UNIT
420-WC01	REQUIREMENTS OF MASS PLACEMENT (FORCE ACCOUNT)	15,000	DOL

This Change Order results in a net increase of \$15,000.00 to the Contract amount, for an adjusted Contract amount of \$5,764,642.76. The original Contract amount was \$5,742,529.92. As a result of this and all Change Orders to date, \$22,113.00 has been added to the Contract, resulting in a 0.4% net increase in the Contract Cost. No additional days will be added to or deducted from the contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Commissioners Court - Regular Session**25.****Meeting Date:** 08/16/2011

09WC720 US 183 Change Order No 25

Submitted By: Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Agenda Item

Consider approving Change Order No. 25 in the amount of \$17,325.00 for US 183, a Pass Through Financing Project in Precinct Two.

Background

This Change Order compensates the Contractor for the construction of Waterline I, which was not included in the original project plans. Waterline I is a portion of the existing 18-inch CTSUD waterline found to be in conflict with the drainage ditch in front of Water Quality Pond No. 3. This change order is in the amount of \$17,325.00 and does not add or deduct any days to the contract time.

AttachmentsUS 183 CO 25**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/10/2011 02:34 PM
Form Started By: Tiffany Mcconnell		Started On: 08/10/2011 12:59 PM
	Final Approval Date: 08/10/2011	

**WILLIAMSON COUNTY, TEXAS**CHANGE ORDER NUMBER: 25

1. CONTRACTOR: Dan Williams Company
2. Change Order Work Limits: Sta. 3141+00 Sta. 3142+50
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2G (3 Max. - In order of importance - Primary first)

Project: 09WC720

Roadway: US 183

CSJ Number: 0151-04-063, etc.

5. Describe the work being revised:

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for the construction of Waterline I, which was not included in the original project plans. Waterline I is a portion of the existing 18-inch CTSUD waterline found to be in conflict with the drainage ditch grades in front of Water Quality Pond No. 3.

6. Work to be performed in accordance with Items: COA Specifications
7. New or revised plan sheet(s) are attached and numbered: CTSUD Sheet 20A
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 providedTime Ext. #: N/A Days added on this CO: 0Amount added by this change order: \$17,325.00

THE CONTRACTOR

Date 8-3-11

By

Typed/Printed Name

GEORGE MAYFIELD

Typed/Printed Title

PM**RECOMMENDED FOR EXECUTION:**

[Signature] P.E. 8/4/11
Project Manager Date

Construction Observer

N/A

Design Engineer

Date

[Signature]

Program Manager

8/5/2011

Date

Design Engineer's Seal:

See Revised Plan Sheet

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

Project # 09WC720

CHANGE ORDER NUMBER:	25
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[illegible]

TABLE D. Contract Items									
			ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	QUANTITY	OVERRUN/ UNDERRUN
510-JW	WET CONNECTIONS	EA	\$3,000.00	13.00	\$39,000.00			14.00	\$3,000.00
510-AW	18" D.I. RESTRAINTS FOR 18" WATERLINE	LF	\$34.00	2,479.00	\$84,286.00			2,554.00	\$2,550.00
510-a-18"DIA RW	18" D.A. WATER PIPE	LF	\$60.00	2,089.00	\$125,340.00			2,164.00	\$4,500.00
510-KW	18" D.I. FITTINGS	EA	\$1,800.00	21.00	\$37,800.00			25.00	\$7,200.00
COA-509S-1	TRENCH SAFETY	LF	\$1.00	8,108.00	\$8,108.00			8,183.00	\$75.00
TOTALS					\$294,534.00		\$311,859.00		\$17,325.00

Williamson County Pass Through Financing

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

Change Order No. 25

Reason for Change

This Change Order compensates the Contractor for work associated with constructing Waterline I. The scope of Waterline I is lowering the existing 18-inch waterline in front of Water Quality Pond No. 3 where the waterline is in conflict with the ditch grades. The lowering of this waterline was not anticipated prior to construction and was not in the original plans.

No new items are required for this change order.

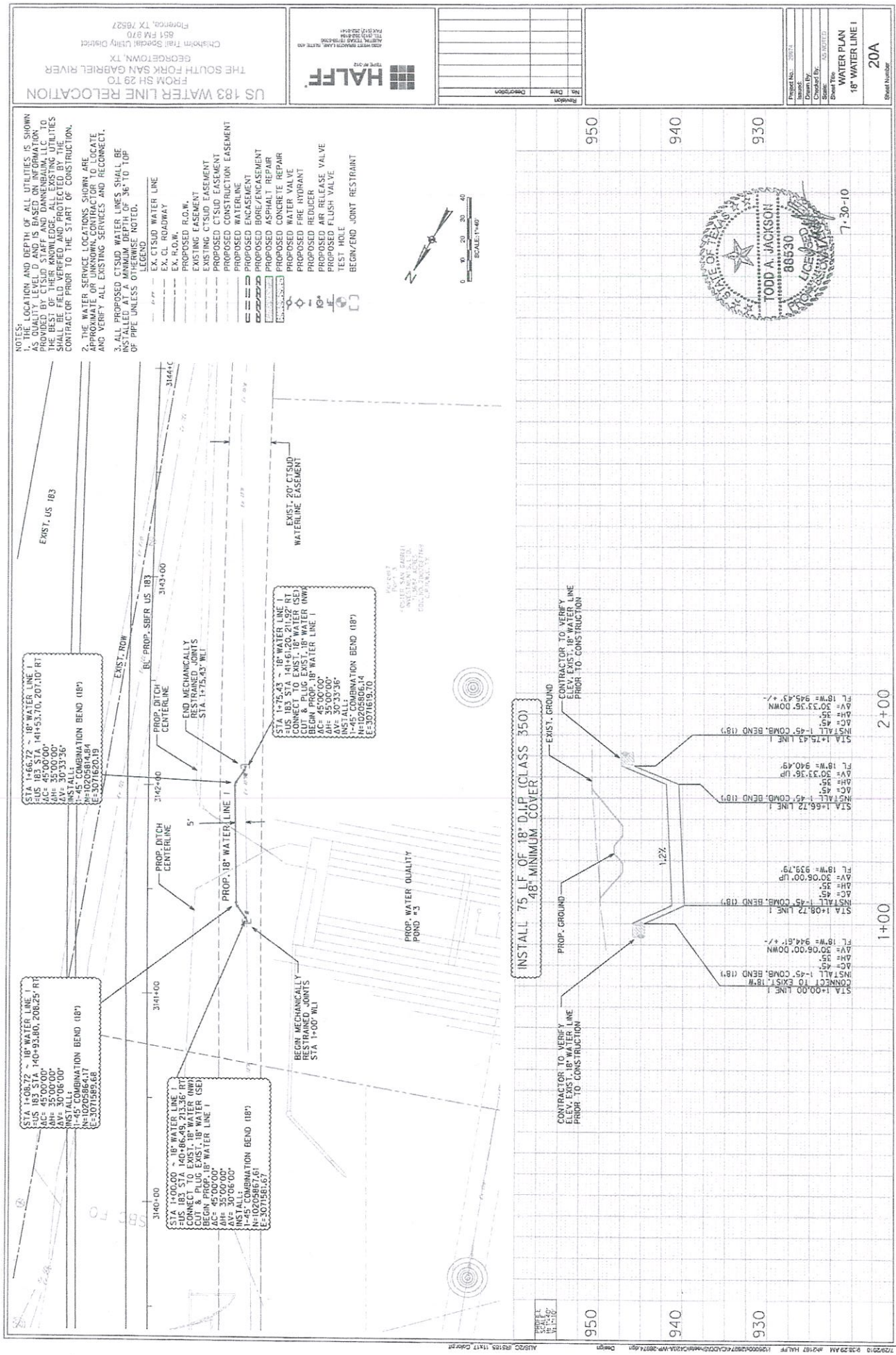
This Change Order results in a net increase of \$17,325.00 to the Contract amount, for an adjusted total Contract amount of \$15,381,465.27. The original Contract amount was \$14,677,727.84. As a result of this and all Change Orders to date, \$703,737.43 has been added to the Contract, resulting in a 4.8% net increase in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HDR Engineering, Inc.

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

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



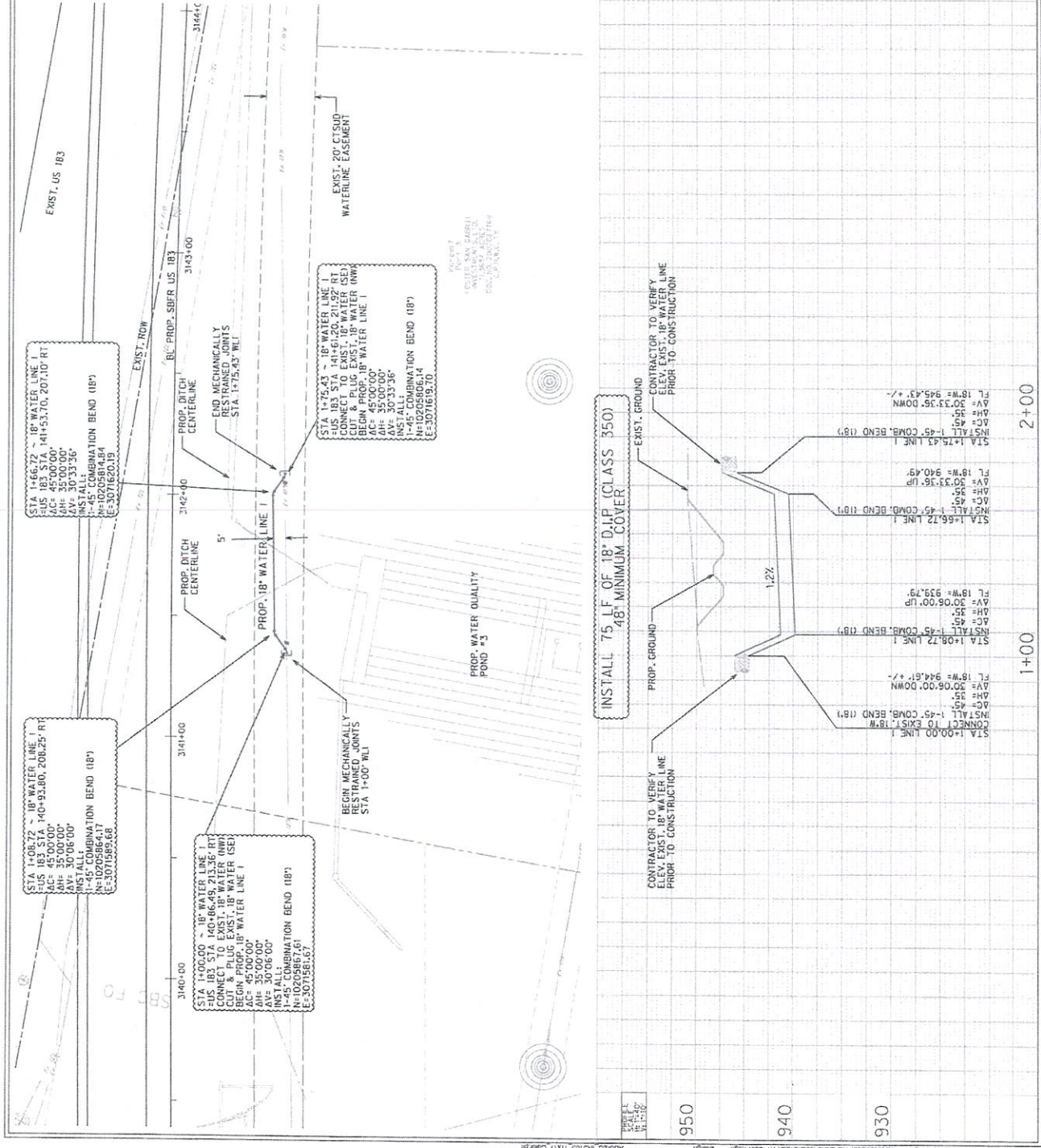
NOTES:
1. THE LOCATION AND DEPTH OF ALL UTILITIES IS SHOWN AS QUALITY LEVEL D AND IS BASED ON INFORMATION PROVIDED BY CTSUD STAFF AND DANNENBAUM, LLC. TO THE BEST OF THEIR KNOWLEDGE, ALL EXISTING UTILITIES SHOWN ARE ACCURATE. THE PROPOSED WATER LINE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
2. THE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

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

US 183 WATER LINE RELOCATION
FROM SH 29 TO
THE SOUTH FORK SAN GABRIEL RIVER
GEORGETOWN, TX
Childs Trail Special Utility District
651 FM 970
Florence, TX 75827

HALF
DATE: 01-12-2024
DRAWN BY: J. L. HARRIS
CHECKED BY: J. L. HARRIS
SCALE: 1"=40'

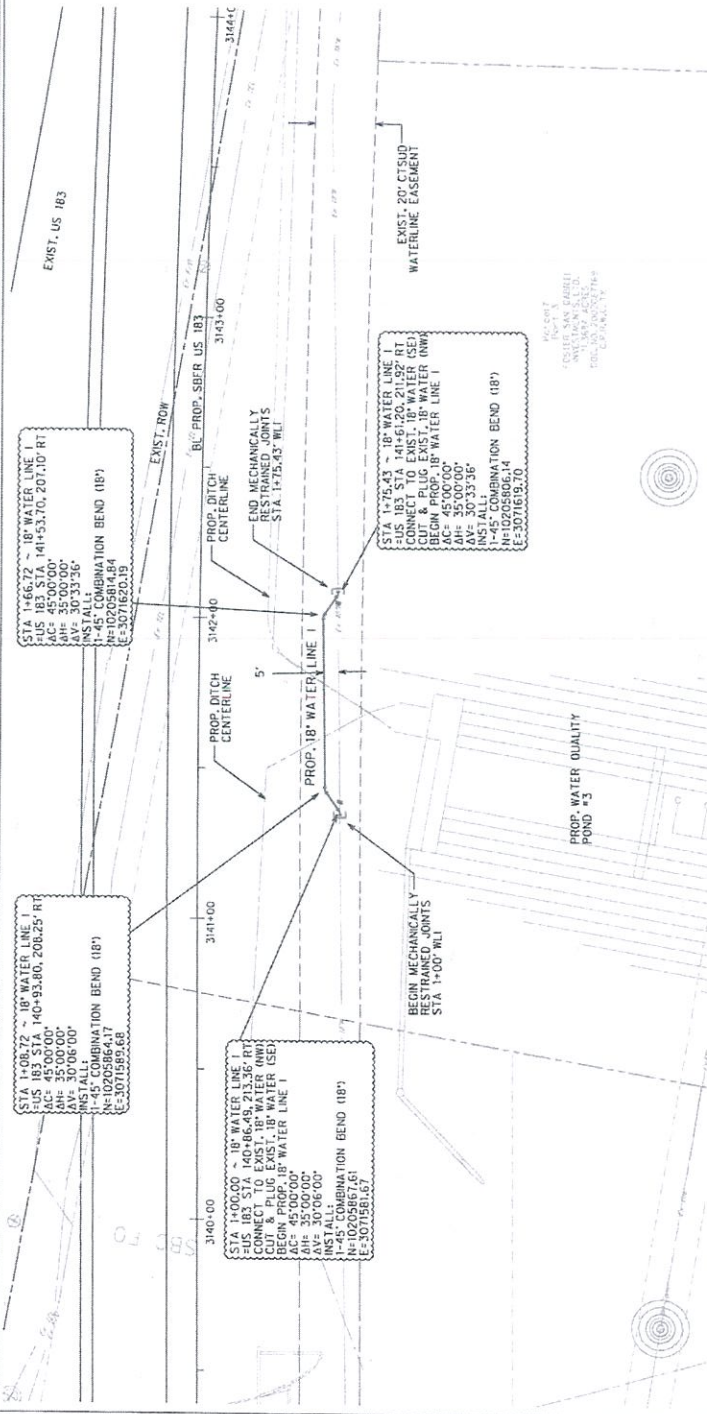
Project No.: 2024-01
Drawn By: J. L. HARRIS
Checked By: J. L. HARRIS
Scale: 1"=40'
Sheet Title: WATER PLAN
18" WATER LINE I
20A
Sheet Number



NOTES:

1. THE LOCATION AND DEPTH OF ALL UTILITIES IS SHOWN AS QUALITY LEVEL D AND IS BASED ON INFORMATION PROVIDED BY THE CITY OF DALLAS AND UTILITIES DEPARTMENT. THE CONTRACTOR SHALL VERIFY AND PROTECT BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
2. THE WATER SERVICE LOCATIONS SHOWN ARE APPROXIMATE OR UNKNOWN. CONTRACTOR TO LOCATE AND VERIFY ALL EXISTING SERVICES AND RECONNECT.
3. ALL PROPOSED CISTERN WATER LINES SHALL BE INSTALLED AT A MINIMUM DEPTH OF 36" TO TOP OF PIPE UNLESS OTHERWISE NOTED.

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

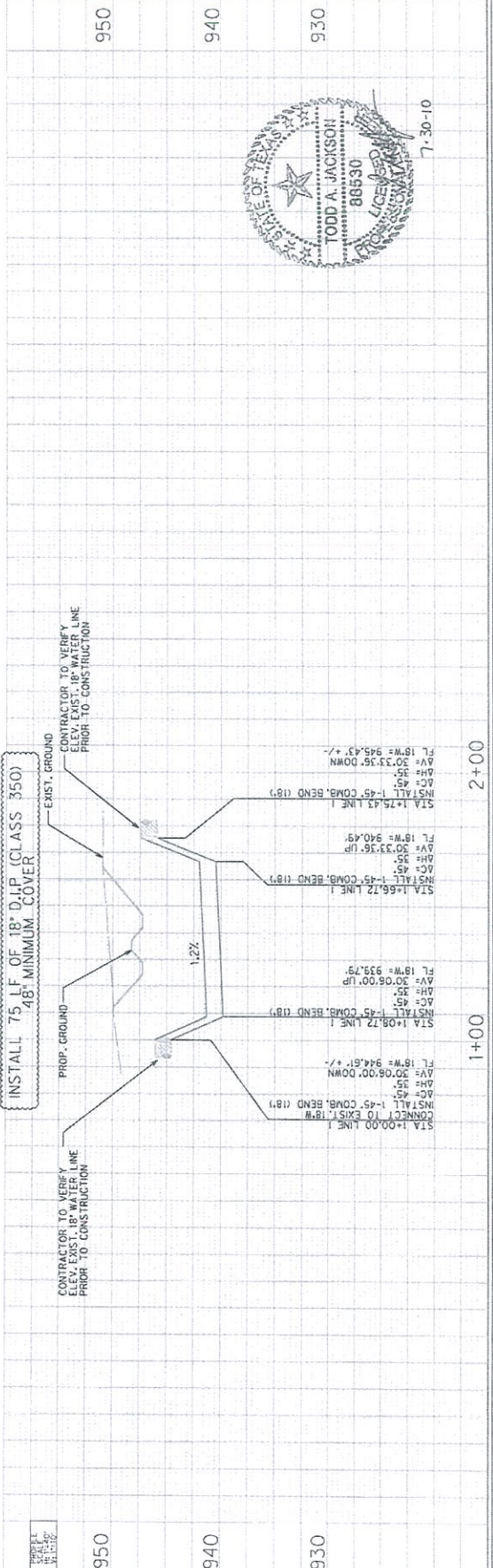


Pg. 2017
 Part 3
 OFFICE SAN G
 INVESTIGATIVE
 13697 AC
 TEL. NO. 2005
 C.B.H.W.C.

INSTALL 75 LF OF 18" D.I.P. (CLASS 350)
48" MINIMUM COVER

CONTRACTOR TO VERIFY
ELEV. EXIST. 18" WATER LINE
PRIOR TO CONSTRUCTION

CONTRACTOR TO VERIFY
ELEV. EXIST. 18" WATER LINE
PRIOR TO CONSTRUCTION



20A

Commissioners Court - Regular Session**26.****Meeting Date:** 08/16/2011

09WC720 US 183 Change Order No 26

Submitted By: Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Agenda Item

Consider approving Change Order No. 26 in the amount of \$2,542.57 for US 183, a Pass Through Financing Project in Precinct Two.

Background

This Change Order compensates the Contractor for additional excavation necessary for the construction of Retaining Wall C due to changes to the original design plans. The final design plan for Retaining Wall C (revised Plan Sheet 310) was issued after the construction contract had been awarded. This change order is in the amount of \$2,542.57 and does not add or deduct any days to the contract time.

AttachmentsUS 183 CO 26**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/10/2011 02:34 PM
Form Started By: Tiffany Mcconnell		Started On: 08/10/2011 01:07 PM
	Final Approval Date: 08/10/2011	



WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 26

1. CONTRACTOR: Dan Williams Company
2. Change Order Work Limits: Sta. 1227+39 Sta. 1231+33
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 1A (3 Max. - In order of importance - Primary first)

Project: 09WC720

Roadway: US 183

CSJ Number: 0151-04-063, etc.

5. Describe the work being revised:

1A: Design Error or Omission. Incorrect PS&E. This Change Order compensates the Contractor for additional excavation necessary for the construction of Retaining Wall C due to changes to the original design plans. The final design plan for Retaining Wall C (revised Plan Sheet 310) was issued after the construction contract had been awarded.

6. Work to be performed in accordance with Items: TxDOT Specification 110
7. New or revised plan sheet(s) are attached and numbered: 207, 310, and 376
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: \$2,542.57

THE CONTRACTOR

Date 8-3-11

By

Typed/Printed Name

GEORGE MYRTON

Typed/Printed Title

PM

RECOMMENDED FOR EXECUTION:

[Signature] 8/4/11
Project Manager Date
Construction Observer

N/A

Design Engineer

Date

[Signature] 8/5/2011
Program Manager Date

Design Engineer's Seal:

See Revised Plan Sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge Date

CHANGE ORDER NUMBER: 26 Project # 09WC720

TABLE A: Force Account Work and Materials Placed into Stock

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)		NEW	
				QUANTITY	ITEM COST	QUANTITY	ITEM COST	QUANTITY	ITEM COST
999-0025	WALL C EXCAVATION FORCE ACCOUNT	LS	\$3,629.35	0.00	\$0.00	1.00	\$3,629.35		OVERRUN/ UNDERRUN \$3,629.35
110-2001	EXCAVATION (ROADWAY)	CY	\$3.00	112,295.00	\$336,885.00	(362.26)	\$335,796.22		(\$1,086.78)
TOTALS					\$336,885.00		\$339,427.57		\$2,542.57

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Pass Through Financing

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

Change Order No. 26

Reason for Change

This Change Order compensates the Contractor for the additional excavation necessary for the construction of Retaining Wall C (1227+39 to 1231+33). The final design plan for Retaining Wall C (revised Plan Sheet 310) was issued in May of 2010, after the construction contract had been awarded. The original design quantity for the original design excavation, however, had been included in the total for the project bid item. The final design plan for the Retaining Wall has the top of the wall elevation 2 to 3 feet lower than it was in the original design plan, with a 4 to 1 slope from the top of the drainage flume to the ROW line. The Contractor had already started construction of the wall before the final design plan was released and was unable to perform the additional excavation in the most effective manner. Instead, he had to complete the original design plan excavation first and then move smaller equipment on top of the wall to perform the final design plan excavation. The labor, materials (excavation), and equipment for this effort was tracked and will be paid for under Force Account. The Engineer had included the 362 CY of Excavation (Roadway) for the Retaining Wall C excavation in the original contract award. Therefore, that quantity will be removed from the total quantity for Item 110-2001 under this Change Order. See the following attachments for calculations of the excavation quantities.

Following is a summary of the new item required for this Change Order:

Item	Description	Quantity	Unit
999-0025	WALL C EXCAVATION FORCE ACCOUNT	1	LS

This Change Order results in a net increase of \$2,542.57 to the Contract amount, for an adjusted total Contract amount of \$15,384,007.84. The original Contract amount was for \$14,677,727.84. As a result of this and all Change Orders to date, \$706,280.00 has been added to the Contract, resulting in a 4.8% net increase in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HDR Engineering, Inc.

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

FRNB STA	RWC STA	END AREA (SFT)	VOLUME (CY)
1227+26.51	9+85.00	38.43	
1227+50.00	10+11.07	38.43	37.10
1227+75.00	10+36.23	40.91	36.96
1228+00.00	10+61.39	21.37	29.02
1228+25.00	10+86.54	9.20	14.24
1228+50.00	11+11.70	18.00	12.67
1228+75.00	11+36.86	23.97	19.55
1229+00.00	11+62.02	24.48	22.57
1229+25.00	11+87.17	20.77	21.07
1229+50.00	12+12.33	22.40	20.11
1229+75.00	12+37.49	23.50	21.38
1230+00.00	12+62.65	20.82	20.65
1230+25.00	12+87.81	19.98	19.01
1230+50.00	13+12.96	19.92	18.58
1230+75.00	13+38.12	22.32	19.68
1231+00.00	13+63.28	17.45	18.53
1231+25.00	13+91.43	21.72	20.42
1231+33.25	14+04.73	21.72	10.70

TOTAL EXCAVATION = **362.26 CY**

Commissioners Court - Regular Session**27.****Meeting Date:** 08/16/2011

09WC720 US 183 Change Order No 27

Submitted By: Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Agenda Item

Consider approving Change Order No. 27 in the amount of \$3,721.69 for US 183, a Pass Through Financing Project in Precinct Two.

Background

This Change Order compensates the Contractor for installation of a 12" waterline valve to a CTSUD waterline that was in conflict with the project grading. This allowed the abandonment of an unused portion of the waterline in conflict with the construction, so the contractor could remove it and continue work. CTSUD provided the 12" valve, but additional labor, equipment and materials were required for installation, shown here as a lump sum. It is anticipated that at a future time the County may need to replace the section of waterline that was removed.

AttachmentsUS 183 CO 27**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/10/2011 02:34 PM
Form Started By: Tiffany Mcconnell		Started On: 08/10/2011 01:11 PM
	Final Approval Date: 08/10/2011	

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 27

1. CONTRACTOR: Dan Williams Company

2. Change Order Work Limits: Sta. 207+50 BL Sta. 207+50 BL

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

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

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

5. Describe the work being revised:

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for installation of a 12" waterline valve to a CTSUD waterline that was in conflict with the project grading. This allowed the abandonment of an unused portion of the waterline in conflict with the construction, so the contractor could remove it and continue work. CTSUD provided the 12" valve, but additional labor, equipment and materials were required for installation, shown here as a lump sum. It is anticipated that at a future time the County may need to replace the section of waterline that was removed.

6. Work to be performed in accordance with Items: COA Specifications

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

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

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

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

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

THE CONTRACTOR Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

The following information must be provided

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

Amount added by this change order: \$3,721.69

RECOMMENDED FOR EXECUTION:

Project Manager Date

N/A
Design Engineer Date

Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ _____
APPROVED County Judge Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 27

Project # 09WC720

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999-0026	INSTALLATION OF 12" VALVE FOR EXISTING CTSUD 12" WATERLINE	1	\$3,721.69	0.00	\$0.00	1.00	1.00	\$3,721.69	\$3,721.69
TOTALS					\$0.00			\$3,721.69	\$3,721.69

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Pass Through Financing

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

Change Order No. 27

Reason for Change

This Change Order compensates the Contractor for installation of a 12" waterline valve to a CTSUD waterline that was in conflict with the project grading. This allowed the abandonment of an unused portion of the waterline in conflict with the construction, so the Contractor could remove it and continue work. CTSUD provided the 12" valve, but additional labor, equipment and materials were required for installation, shown here as a lump sum. It is anticipated that at a future time the County may need to replace the section of waterline that was removed.

Following is a summary of the new item required for this Change Order.

Item	Description	Qty	Unit
999-0026	INSTALLATION OF 12" VALVE FOR EXISTING CTSUD 12" WATERLINE	1	LS

This Change Order results in a net increase of \$3,721.69 to the Contract amount, for an adjusted total Contract amount of \$15,387,729.53. The original Contract amount was for \$14,677,727.84. As a result of this and all Change Orders to date, \$710,001.69 has been added to the Contract, resulting in a 4.8% net increase in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HDR Engineering, Inc.

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

ITEM NUMBER : WTRLINE VALVE /CAP
LINE ITEM: NA
COUNTY : WILLIAMSON
DATE OF WORK: NA
LOC/DESC: STA 209+00
QUANTITY:

PROJECT: PTF 2009 (886)
CONTROL: 0151-04-063, ETC.

WORK ORDER NO
HWY: US 183

1.00 LS

EQUIPMENT

LABOR

DESCRIPTION	QTY	HOURS	RATE	TOTAL	LABOR CLASS/ NAME	REG HOURS	OT HRS	REG RATE	TOTAL
06' PICK UP	1	4.50	\$25.13	\$113.09	WILLIE REED	4.50		\$32.50	\$146.25
03' CAT 416 D	1	4.50	\$27.16	\$122.22	342 MECHLOR RAZO	4.50		\$16.00	\$72.00
03' L120 E VOLVO LOADER	1	4.50	\$67.24	\$302.58	205 JOSE OLIVERA	4.50		\$13.75	\$61.88
				\$0.00	342 SILVERIO RIVERA	4.50		\$16.00	\$72.00
				\$0.00	205 ROBERTO RIVERA	4.50		\$12.00	\$54.00
				\$0.00	342 FIDEL CAMPOS	4.50		\$18.00	\$81.00
				\$0.00					\$0.00
				\$0.00					\$0.00
TOTAL				\$537.89	TOTAL	27.00		0.00	\$487.13

15 % COMP
TOTAL

15.00%
\$80.68
\$618.57

55% BURDEN
25% COMP
TOTAL

55.00%
25.00%
\$267.92
\$121.78
\$876.83

MATERIAL

DESCRIPTION	UNIT	QTY	PRICE	COST
12" VALVE	LS	1.00	\$1,631.56	\$1,631.56
CL C CONCRETE FOR CAP	LS	2.00	\$60.00	\$120.00
	LS			\$0.00
TOTAL	TOTAL			\$1,751.56

TOTAL LABOR , EQP , SUB
DWCO BOND 1%
TOTAL

\$3,684.84
\$36.85
\$3,721.69

25 % COMP
TOTAL

25.00%
\$437.89
\$2,189.45

JOB NO.	DAY	DATE
---------	-----	------

(#D905) Hwy 183A
Thms (Polk Co)
8-3-11

CAN WILLIAMS COMPANY DAILY TIME SHEET

[illegible]

BY INITIALING NEXT TO MY NAME, I CERTIFY THAT THE ABOVE HOURS ARE CORRECT AND THAT I WAS NOT INVOLVED IN AN ACCIDENT OR INJURED WHILE AT WORK.

I = IDLE / NOT BEING USED
O = DOWN / IN NEED OF REPAIR

U = UNEXCUSED ABSENCE
E = EXCUSED ABSENCE
T = TERMINATED

SYMPTOMS

GENERAL NOTES

Q=QUIT

PAY QUANTITIES

Crappin Control
Wk I " Pet Soling Prep for tri.

18" D-T Pipe
45" Fitting 18"

60-67-
4-Fitting

216/2011

Force Act
of the River

APAC Texas, Inc.
 Texas Concrete Materials
 1 Chisholm Trail Ste 450
 Round Rock, TX 78681
 Phone: 512-861-7100



DAN WILLIAMS CO
 PO BOX 80069
 AUSTIN, TX 78708-0069

Customer Number	Invoice Date	Invoice Number	Customer Job	Receivable Type
241597	03/03/11	200086112	749	41
Customer PO		Plant		Tax Code
U.S. 183 & SAN GABF		05086	Readymix - Brushy Creek	TX0000
Ship to	U.S. 183 & SAN GABRIEL RIVER--			

Page 1 of 1

TOTALS	Product Cost	Freight	CY QTY	Tax	Total
	\$120.00	\$0.00	2.00	\$0.00	\$120.00

Date	Ticket#	Product	Product Description	U/M	Quantity	Price	Tax	Amount
03/03/11	8611064	TXDOT2A	5.0 SK 30% FA TX	CY	2.00	60.00	0.00	120.00



DAN WILLIAMS CO
 PO BOX 80069
 AUSTIN, TX 78708-0069

Invoice Number	Invoice Date	Customer Number	Invoice Amount
200086112	03/03/11	241597	\$120.00



Terms: Our terms are Net 30 Days. We will assess up to the states legal maximum rate for finance charges on delinquent accounts.

Remit To:
 APAC Texas, Inc.
 Texas Concrete Materials
 1 Chisholm Trail Ste 450
 Round Rock, TX 78681

Please tear off and return this remittance coupon with your payment so it can be applied correctly.

Run Date 4/25/11 HD SUPPLY WATERWORKS, LTD.

DAN WILLIAMS COMPANY
STOCK-ROUND ROCK
PO BOX 80069
AUSTIN TX 78708
Telephone: 512-320-1410
Fax: 512-320-1413

HDSWW - AUSTIN TX - N
1800 Royston
Round Rock TX 78664
Telephone: 512-990-8470
Fax: 512-990-0069

4/25/11 Bid ID: 2740756 HWY 183

Page 2

Line	Quantity	Sell Per	Description	Net Price	Extended Price
------	----------	-------------	-------------	--------------	-------------------

Bid Item 1

340	1	EA	12 MJ CAP T/C CP DI C153	65.92	65.92
350	1	EA	12 MJ REGULAR ACC SET	34.27	34.27

Bid Item Sub-total:

100.19

NOTE: THIS QUOTE REPRESENTS
OUR INTERPRETATION OF MATERIAL
WE MAY FURNISH FOR THIS JOB
AND IS NOT GUARANTEED AS TO
ACCURACY OF SIZES, QUANTITIES
OR OTHER DESCRIPTIONS.

PRICES ARE FIRM FOR
ACCEPTANCE / / AND SHIP-
MENT BY / / .

TERMS: NET 30 DAYS

AFTER ABOVE DATE(S), MATERIAL
WILL BE SUBJECT TO MARKET
PRICE AND AVAILABILITY AT
TIME OF ORDER.

THIS QUOTATION CONSTITUTES A
BID ONLY AND PLACES HD SUPPLY
WATERWORKS UNDER NO OBLIGATION
TO SELL.

Subtotal:

1,631.56

Tax:

134.60

Bid Total:

1,766.16

Run Date 4/25/11 HD SUPPLY WATERWORKS, LTD.

DAN WILLIAMS COMPANY	HDSWW - AUSTIN TX - N
STOCK-ROUND ROCK	1800 Royston
PO BOX 80069	Round Rock TX 78664
AUSTIN TX 78708	Telephone: 512-990-8470
Telephone: 512-320-1410	Fax: 512-990-0069
Fax: 512-320-1413	

4/25/11 Bid ID: 2740756 HWY 183

Page 1

Line	Quantity	Sell Per	Description	Net Price	Extended Price
------	----------	----------	-------------	-----------	----------------

HD SUPPLY WATERWORKS
1800 ROYSTON LANE
ROUND ROCK, TX.
PH. (512) 990-8470
FAX (512) 990-0069

JOB:

OWNER:

ENGINEER:

BID DATE:

BID #

- PRICES FIRM FOR 30 DAYS

BASED ON QUANTITIES QUOTED,

ANY ADDITIONS WILL BE

NEGOTIATED.

- NO ADDENDUMS ACKNOWLEDGED

UNLESS OTHERWISE NOTED.

- PIPE PRICES ARE SUBJECT TO
AVAILABILTY

- ACTUAL PRICE OF COPPER WILL
BE PRICE IN EFFECT AT THE
TIME OF SHIPMENT.

NOTES:

Bid Item 1

280	1	EA	12 AFC 2512MM MJ RW GV OL L/A DI BODY	1,388.50	1,388.50
290	2	EA	12 MJ REGULAR ACC SET	34.27	68.54
300	1	EA	C5 AUSTIN VALVE BOX BASE ONLY CITY OF AUSTIN SPEC.	39.25	39.25
310	1	EA	C6 AUSTIN VLV BOX PAVING RING CITY OF AUSTIN SPEC.	23.47	23.47
320	1	EA	C7 AUSTIN VALVE BOX WATER LID CITY OF AUSTIN SPEC.	11.61	11.61

Bid Item Sub-total:

1,531.37

Commissioners Court - Regular Session**28.****Meeting Date:** 08/16/2011

09WC720 US 183 Change Order No 28

Submitted By: Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Agenda Item

Consider approving Change Order No. 28 in the amount of \$864.69 for US 183, a Pass Through Financing Project in Precinct Two.

Background

This Change Order compensates the Contractor for work associated with the removal and replacement of a crash cushion that was damaged by a vehicle on or about 12/16/2010. A police report is available for the accident. At the time of the accident, this crash cushion was located at the west end of CTB on SH 29 at approximate Sta 19+80, per Sheet 58A of Phase II Step 1A of the Traffic Control Plans. (This particular crash cushion has been hit twice – also repaired with CO #30).

AttachmentsUS 183 CO 28**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/10/2011 02:34 PM
Form Started By: Tiffany Mcconnell		Started On: 08/10/2011 01:14 PM
	Final Approval Date: 08/10/2011	

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 28

1. CONTRACTOR: Dan Williams Company

2. Change Order Work Limits: Sta. 19+80 Sta. 19+80

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

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

Project: 09WC720

Roadway: US 183

CSJ
Number: 0151-04-063, etc.

5. Describe the work being revised:

2I: Differing Site Conditions (unforeseeable). Additional safety needs (unforeseeable). This Change Order compensates the Contractor for work associated with the removal and replacement of a crash cushion that was damaged by a vehicle on or about 12/16/2010. A police report is available for the accident. At the time of the accident, this crash cushion was located at the west end of CTB on SH 29 at approximate Sta 19+80, per Sheet 58A of Phase II Step 1A of the Traffic Control Plans.

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

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

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

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

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

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

THE CONTRACTOR Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

The following information must be provided

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

Amount added by this change order: \$864.69

RECOMMENDED FOR EXECUTION:

Project Manager Date

N/A
Design Engineer Date

Program Manager Date

Design Engineer's Seal:

N/A

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: 28

Project # 09WC720

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
999-0027	CRASH CUSHION REMOVAL AND REPLACEMENT FOR ACCIDENT (12/16/2010)	LS	\$864.69	0.00	\$0.00	1.00	1.00	\$864.69	\$864.69
TOTALS					\$0.00			\$864.69	\$864.69

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Pass Through Financing

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

Change Order No. 28

Reason for Change

This Change Order compensates the Contractor for work associated with the removal and replacement of a crash cushion that was damaged by a vehicle on or about 12/16/2010. A police report is available for the accident. A police report is available for the accident. At the time of the accident, this crash cushion was located at the west end of CTB on SH 29 at approximate Sta 19+80, per Sheet 58A of Phase II Step 1A of the Traffic Control Plans.

Following is a summary of the new item required for this Change Order:

ITEM	DESCRIPTION	QTY	UNIT
999-0027	CRASH CUSHION REMOVAL AND REPLACEMENT FOR ACCIDENT (12/16/2010)	1	LS

This Change Order results in a net increase of \$864.69 to the Contract amount, for an adjusted total Contract amount of \$15,388,594.22. The original Contract amount was \$14,677,727.84. As a result of this and all Change Orders to date, \$710,866.38 has been added to the Contract, resulting in a 4.8% net increase in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HDR Engineering, Inc.

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

ITEM NUMBER :

LINE ITEM: NA

COUNTY : WILLIAMSON

DATE OF WORK: 12-30-10

LOC/DESC: REMOVE/ REPLACE/REPAIR CRASH CUSHION AT SH 29/ US 183

QTY: NA

PROJECT: PTF 2009 (886)
CONTROL: 0151-04-063, ETC.

WORK ORDER NO

HWY: US 183

EQUIPMENT

LABOR

DESCRIPTION	QTY	HOURS	RATE	TOTAL	LABOR CLASS/ NAME	REG HOURS	QTY	REG RATE	TOTAL
L120 E LOADER 03'	1	3.25	67.24	\$218.53	WILLIE REED	3.25	1.00	\$30.00	\$97.50
05' PICK UP	1	3.25	\$19.78	\$64.29	342 SILVERIO RIVERA	3.25	1.00	\$16.00	\$52.00
					205 JOSE OLIVERA	3.25	1.00	\$13.75	\$44.69
					342 FIDEL CAMPOS	3.25	1.00	\$18.00	\$58.50
					205 ROBERTO GONZALEZ	3.25	1.00	\$13.00	\$42.25
					175 JOSE PEREZ	10.00	1.00	\$12.00	
					187 ISAAC ACOSTA	10.00	1.00	\$18.00	\$0.00
TOTAL				\$282.82	TOTAL	36.25		0.00	\$294.94

15 % COMP

15.00%

\$42.42

TOTAL

\$325.24

55% BURDEN

55.00%

\$162.22

25% COMP

25.00%

\$73.73

TOTAL

\$530.89

MTL

DESCRIPTION	UNIT	QTY	PRICE	COST
	EA			\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL	TOTAL			\$0.00

TOTAL LABOR , EQP, MTL
DWCO BOND 1%
TOTAL\$856.12
\$8.56
\$864.69

25 % COMP

25.00%

\$0.00

TOTAL

\$0.00

DAN WILLIAMS COMPANY

DAILY REPORT OF FORCE ACCOUNT WORK

ON CHANGE ORDER NO.

County: Williamson Project: _____ CSJ: _____ Highway: SH 29

 Date: 12/30/10 Station: 19+55 to Station: 19+80

STATEMENT OF EQUIPMENT AND LABOR									
EQUIPMENT				LABOR					
Description	Hrs.	Rate	Amount	Classification and Name	Hours		Rate		Amount
					Reg.	O.T.	Reg.	O.T.	
Cat 330C	3.25			Willie Reed	3.25				
				Fidel Campos 342/1348	3.25				
				Roberto Gonzalez 205	3.25				
				Jose Olvera 205	3.25				
				Silverio Rivera 342/1372	3.25				
Total				Total					

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE		
Description	Unit	Quantity
Replaced crash cushion attenuator damaged in traffic accident (TRACC)	EA	1

Dan Williams Co

Contractor

by Willi Reed Faceman

Signature and Title

e. Taylor Mansfield

Inspector

Area Engineer

Inspektor HDR⁰ - Talyse - Traffik control - 325 ha

JOB NO.

ALL

DAN WILLIAMS COMPANY DAILY TIME SHEET

DAY

Thursday

DATE

12-30-10

EMP
NUMBEREMPLOYEE
NAME

JOSE LUIS PEREZ (PEPE)

194

Daily Notes:

JOSE LUIS LOPEZ

194

Daily Notes:

HOMER SCOTT RUTLEDGE

609

Daily Notes:

JOSE LUIS PEREZ (JOE)

175

Daily Notes:

ISAAC ACOSTA

187

Daily Notes:

GLENN CONWAY

187

Daily Notes:

FERNANDO ALFARO

187

Daily Notes:

LESLIE RAY JONES

175

Daily Notes:

EMP NUMBER	EMPLOYEE NAME	HWY 71 0805	HWY 183A 0905	CORPUS SH 44 0907	MANOR RD 0910	SHOP 1099	FM 619 1004	I-10 BEXAR 1005	US 281 BURNET 1009	SH 130 TRAVIS 1012	EL PASO	TOTAL HOURS
33426	JOSE LUIS PEREZ (PEPE)	6							3	3		12
Fuel Equipment Grease - PM 1-on EX-05-PM 1-DZ 02												
21894	JOSE LUIS LOPEZ											OFF
Daily Notes:												
33418	HOMER SCOTT RUTLEDGE	10										10
Daily Notes:												
33432	JOSE LUIS PEREZ (JOE)	10										10
Daily Notes:												
33433	ISAAC ACOSTA	10										10
Daily Notes:												
33438	GLENN CONWAY	2	8									10
Daily Notes:												
33413	FERNANDO ALFARO											12
Daily Notes:												
33461	LESLIE RAY JONES	10										10
Daily Notes:												
TOTAL												

BY INITIALIZING NEXT TO MY NAME, I CERTIFY THAT THE ABOVE HOURS ARE
CORRECT AND THAT I WAS NOT INVOLVED IN AN ACCIDENT OR INJURED WHILE
AT WORK.

U = UNEXCUSED ABSENCE

A = EXCUSED ABSENCE

T = TERMINATED

I = IDLE / NOT BEING USED

D = DOWN / IN NEED OF REPAIR

Rebuild 2 Troxx Crush Cushions
wrecked on 183A # 0905

Commissioners Court - Regular Session**29.****Meeting Date:** 08/16/2011

09WC720 US 183 Change Order No 29

Submitted By: Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Agenda Item

Consider approving Change Order No. 29 in the amount of \$9,664.52 for US 183, a Pass Through Financing Project in Precinct Two.

Background

This Change Order compensates the Contractor for work associated with removing and rebuilding a crash cushion that was damaged by an unknown vehicle on or about 12/4/2010. At the time of the accident, the crash cushion was located at the south end of CTB on US 183 at approximate Sta 1239+84, per Sheet 101G of Phase II Step 4 of the Traffic Control Plans.

AttachmentsUS 183 CO 29**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/10/2011 02:34 PM
Form Started By: Tiffany Mcconnell		Started On: 08/10/2011 01:17 PM
	Final Approval Date: 08/10/2011	

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 29

1. CONTRACTOR: Dan Williams Company

2. Change Order Work Limits: Sta. 1239+84 Sta. 1239+84

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

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

Project: 09WC720

Roadway: US 183

CSJ
Number: 0151-04-063, etc.

5. Describe the work being revised:

2I: Differing Site Conditions (unforeseeable). Additional safety needs (unforeseeable). This Change Order compensates the Contractor for work associated with removing and rebuilding a crash cushion that was damaged by an unknown vehicle on or about 12/4/2010. At the time of the accident, the crash cushion was located at the south end of CTB on US 183 at approximate Sta 1239+84, per Sheet 101G of Phase II Step 4 of the Traffic Control Plans.

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

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

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

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

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

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

THE CONTRACTOR Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

The following information must be provided

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

Amount added by this change order: \$9,664.52

RECOMMENDED FOR EXECUTION:

Project Manager Date

N/A
Design Engineer Date

Program Manager Date

Design Engineer's Seal:

N/A

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: 29

Project # 09WC720

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
999-0028	CRASH CUSHION REPAIR FOR ACCIDENT ON 12/4/2010	LS	\$9,664.52	\$0.00	\$0.00	1.00	1.00	\$9,664.52	\$9,664.52
TOTALS					\$0.00			\$9,664.52	\$9,664.52

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Pass Through Financing

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

Change Order No. 29

Reason for Change

This Change Order compensates the Contractor for work associated with removing and rebuilding a crash cushion that was damaged by an unknown vehicle on or about 12/4/2010. No police report is available as the accident was not reported. At the time of the accident, the crash cushion was located at the south end of CTB on US 183 at approximate Sta 1239+84, per Sheet 101G of Phase II Step 4 of the Traffic Control Plans.

Following is a summary of new items required for this Change Order:

Item	Description	Qty	Unit
999-0028	CRASH CUSHION REPAIR FOR ACCIDENT ON 12/4/2010	1	LS

This Change Order results in a net increase of \$9,664.52 to the Contract amount, for an adjusted total Contract amount of \$15,398,258.74. The original Contract amount was \$14,677,727.84. As a result of this and all Change Orders to date, \$720,530.90 has been added to the Contract, resulting in a 4.9% net increase in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HDR Engineering, Inc.

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

DATE	DESCRIPTION	TOTAL (\$)
12/09/10	REMOVE/ REPLACE CRASH CUSHION AT WALL C	\$966.06
12/27/10	REBUILD CRASH CUSHION	\$8,698.46
TOTAL		\$9,664.52

ITEM NUMBER :

LINE ITEM: NA

COUNTY : WILLIAMSON

DATE OF WORK: 12-09-10

LOC/DESC: REMOVE/ REPLACE CRASH CUSHION AT WALL C

QTY: NA

PROJECT: PTF 2009 (886)
CONTROL: 0151-04-063, ETC.

WORK ORDER NO

HWY: US 183

EQUIPMENT

LABOR

DESCRIPTION	QTY	HOURS	RATE	TOTAL	LABOR CLASS/ NAME	REG HOURS	QTY	REG RATE	TOTAL
L120 E LOADER 03'	1	4.00	67.24	\$268.96	342 JOSEPH JEIRLES	4.00	1.00	\$20.00	\$80.00
05' PICK UP	1	4.00	\$19.78	\$79.12	ROBERTO SIMENTAL	4.00	1.00	\$31.25	\$125.00
					118 ALFREDO ALZURATE	4.00	1.00	\$12.00	\$48.00
					118 FELIPE REYES	4.00	1.00	\$14.00	\$56.00
									\$0.00
									\$0.00
TOTAL				\$348.08	TOTAL	16.00		0.00	\$309.00

15 % COMP
TOTAL

15.00%

\$52.21
\$400.2955% BURDEN 55.00%
25% COMP 25.00%\$169.95
\$77.25

TOTAL

\$556.20

MTL

DESCRIPTION	UNIT	QTY	PRICE	COST
	EA			\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL	TOTAL			\$0.00

25 % COMP 25.00%
TOTAL\$0.00
\$0.00TOTAL LABOR , EQP, MTL \$956.49
DWCO BOND 1% \$9.56
TOTAL \$966.06

DAN WILLIAMS COMPANY

ITEM NUMBER :

LINE ITEM: NA

COUNTY : WILLIAMSON

DATE OF WORK: 12-27-10

LOC/DESC: REBUILD CRASH CUSHION

QTY: NA

PROJECT: PTF 2009 (886)
CONTROL: 0151-04-063, ETC.

WORK ORDER NO

HWY: US 183

EQUIPMENT

LABOR

DESCRIPTION	QTY	HOURS	RATE	TOTAL	LABOR CLASS/ NAME	REG HOURS	QTY	REG RATE	TOTAL
				\$0.00	175 JOSE PEREZ	10.00	1.00	\$12.00	\$120.00
					187 ISAAC ACOSTA	10.00	1.00	\$18.00	\$180.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
TOTAL				\$0.00	TOTAL	20.00			\$0.00

15 % COMP
TOTAL

\$0.00
\$0.00

55% BURDEN 55.00%
25% COMP 25.00%

\$165.00
\$75.00

TOTAL

\$540.00

MTL

DESCRIPTION	UNIT	QTY	PRICE	COST
CRASH CUSHION REPAIR PARTS	EA	1.00	\$6,329.52	\$6,329.52
FASTENAL (ATTACHMENT HARDWARE)	LS	1.00	\$128.35	\$128.35
				\$0.00
				\$0.00
TOTAL	TOTAL			\$6,457.87

TOTAL LABOR , EQP, MTL \$8,612.34
DWCO BOND 1% \$86.12
TOTAL \$8,698.46

25 % COMP 25.00%
TOTAL

\$1,614.47
\$8,072.34

DAN WILLIAMS COMPANY

10/26/2010

JOB NO.

ALL

DAN WILLIAMS COMPANY DAILY TIME SHEET

DATE 12/27/10EMPLOYEE NAME MondayEMP NUMBER 33426

JOSE LUIS PEREZ (PEPE)

Daily Notes:

JOSE LUIS LOPEZ

Daily Notes:

HOMER SCOTT RUTLEDGE

Daily Notes:

JOSE LUIS PEREZ (JOE)

Daily Notes:

ISAAC ACOSTA

Daily Notes:

GLENN CONWAY

Daily Notes:

FERNANDO ALFARO

Daily Notes:

LESLIE RAY JONES

Daily Notes:

AC-04 / AC-09

TOTAL

EMP NUMBER	EMPLOYEE NAME	HWY 71 0805	HWY 183A 0905	CORPUS SH 44 0907	MANOR RD 0910	SHOP 1089	FM 619 1004	I-10 BEXAR 1005	US 281 BURNET 1009	SH 130 TRAVIS 1012	EL PASO	TOTAL HOURS
33426	JOSE LUIS PEREZ (PEPE)	5							3	2		10
Fuel-Equipment-Lend Co. Repase												
21894	JOSE LUIS LOPEZ											Off
Daily Notes:												
33418	HOMER SCOTT RUTLEDGE	9.5										9.5
Lumber 619 to 183 - Move Man Lift on 183												
33432	JOSE LUIS PEREZ (JOE)	10										10
Daily Notes:												
33433	ISAAC ACOSTA	10										10
Daily Notes:												
33438	GLENN CONWAY	6					2	2				10
Daily Notes:												
33413	FERNANDO ALFARO	12										12
Daily Notes:												
33461	LESLIE RAY JONES	10										10
Daily Notes:												
AC-04 / AC-09												
TOTAL												

BY INITIALIZING NEXT TO MY NAME, I CERTIFY THAT THE ABOVE HOURS ARE
CORRECT AND THAT I WAS NOT INVOLVED IN AN ACCIDENT OR INJURED WHILE
AT WORK.

U = UNEXCUSED ABSENCE

A = EXCUSED ABSENCE

T = TERMINATED

I = IDLE / NOT BEING USED

D = DOWN / IN NEED OF REPAIR



P. O. Box 938
Round Rock, TX 78680
(512) 388-0588 ph
(512) 388-0417 fax

RECEIVED JAN 30 2011

INVOICE

Invoice #

108006

Invoice/Ship Date

12/27/2010

Sold to:

DAN WILLIAMS COMPANY
PO BOX 80069
AUSTIN, TX 78708

Deliver to:

CUSTOMER PICK UP

Customer PO	Ship Via	Telephone	Ref. No.	Order Date	SLS #	Terms	
VERBAL	CPU	512-320-1410	H-9934		JCM	Net 30	
Units	Description			Quantity	U/M	Unit Price	Amount
2	TRACC SLED #25970A			2	EA	1,824.00	3,648.00
5	TRACC FRAME #25971A			5	EA	252.00	1,260.00
4	TRACC SHREDDER #25975A			4	EA	120.00	480.00
4	STG 2 RIP PLATE #25963G			4	EA	90.00	360.00
2	STG 3 RIP PLATE #259646			2	EA	90.00	180.00
20	5/8" X 3-1/2" BOLT #3435G			20	EA	1.50	30.00
12	5/8" X 2" BOLT #3400G			12	EA	0.36	4.32
30	5/8" WASHER #4373G			30	EA	0.24	7.20
2	YELLOW NOSE PIECE #65318			2	EA	180.00	360.00
				</			

Date	Reference No.	Page
------	------------------	------

The store serving you is

Cust. No.

Cust. P.O.

Job No.

Sold To

Ship To

Line No.	Quantity Ordered	Quantity Shipped	Quantity Backorder	Description	Control No.	Part No.	Price /	Amount
				CRASH CUSHION REPAIRS				
				Put w/ FA				

Received By

Tax Exemption

Comments

Subtotal

Shipping & Handling

State Tax

County Tax

City Tax

TOTAL

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection.

No materials accepted for return without our permission.
All discrepancies must be reported within 10 days.



P.O. Box 938
Round Rock, TX 78680
(512)388-0588
(512)388-0417 Fax

Quote

ers
nce

**M
A
I
L
T
O** DAN WILLIAMS CO
ATTN: GEORGE

**P
R
O
J
E
C
T**

CHK ALL 7
LOCATIONS.

QUANTITY	DESCRIPTION	UNIT PRICE
1 EA	CRASH CUSH ATTEN (TRACC)	10,600.00 EA

Correct
PRICE

TERMS OF PAYMENT: NET 30 DAYS
PRICES VALID FOR 30 DAYS
SALES TAX NOT INCLUDED

DELIVERY: APPX 2 WEEKS
F.O.B. POINT: CPU-HUTTO, TX.

Subject to being awarded the contract, we accept your proposal
To furnish the job requirements at the unit prices quoted above

Respectfully submitted,
TEXAS CORRUGATORS-AUSTIN DIVISION, INC

BY _____

BY **JOHN MCHUGH**

Name _____ Date _____

John McHugh Date: 2-16-11

Commissioners Court - Regular Session**30.****Meeting Date:** 08/16/2011

09WC720 US 183 Change Order No 30

Submitted By: Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Agenda Item

Consider approving Change Order No. 30 in the amount of \$1,693.92 for US 183, a Pass Through Financing Project in Precinct Two.

Background

This Change Order compensates the Contractor for work associated with the removal and rebuild of a crash cushion that was damaged by a vehicle on or about 9/24/2010. A police report is available for the accident. At the time of the accident, this crash cushion was located at the west end of CTB on SH 29 at approximate Sta 19+80, per Sheet 58A of Phase II Step 1A of the Traffic Control Plans. (This particular crash cushion has been hit twice – also repaired with CO #28).

AttachmentsUS 183 CO 30**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/10/2011 02:34 PM
Form Started By: Tiffany Mcconnell		Started On: 08/10/2011 01:21 PM
	Final Approval Date: 08/10/2011	

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 30

1. CONTRACTOR: Dan Williams Company

2. Change Order Work Limits: Sta. 19+80 Sta. 19+80

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

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

Project: 09WC720

Roadway: US 183

CSJ
Number: 0151-04-063, etc.

5. Describe the work being revised:

2I: Differing Site Conditions (unforeseeable). Additional safety needs (unforeseeable). This Change Order compensates the Contractor for work associated with the removal and rebuild of a crash cushion that was damaged by a vehicle on or about 9/24/2010. A police report is available for the accident. At the time of the accident, this crash cushion was located at the west end of CTB on SH 29 at approximate Sta 19+80, per Sheet 58A of Phase II Step 1A of the Traffic Control Plans.

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

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

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

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

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

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

THE CONTRACTOR Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

The following information must be provided

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

Amount added by this change order: \$1,693.92

RECOMMENDED FOR EXECUTION:

Project Manager Date

N/A
Design Engineer Date

Program Manager Date

Design Engineer's Seal:

N/A

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: 30

Project # 09WC720

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999-0029	CRASH CUSHION REPAIR FOR ACCIDENT ON 9/24/2010	LS	\$1,693.92	\$0.00	\$0.00	1.00	1.00	\$1,693.92	\$1,693.92
TOTALS					\$0.00			\$1,693.92	\$1,693.92

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Pass Through Financing

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

Change Order No. 30

Reason for Change

This Change Order compensates the Contractor for work associated with the removal and rebuild of a crash cushion that was damaged by a vehicle on 9/24/2010. A police report is available for the accident. At the time of the accident, this crash cushion was located at the west end of CTB on SH 29 at approximate Sta 19+80, per Sheet 58A of Phase II Step 1A of the Traffic Control Plans.

Following is a summary of the new item required for this Change Order:

Item	Description	Qty	Unit
999-0029	CRASH CUSHION REPAIR FOR ACCIDENT ON 9/24/2010	1	LS

This Change Order results in a net increase of \$1,693.92 to the Contract amount, for an adjusted total Contract amount of \$15,399,952.66. The original Contract amount was for \$14,677,727.84. As a result of this and all Change Orders to date, \$722,224.82 has been added to the Contract, resulting in a 4.9% net increase in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HDR Engineering, Inc.

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

DATE	DESCRIPTION	TOTAL (\$)
09/30/10	REMOVE AND REPLACE CRASH CUSHION AT US 183 /SH 29	\$1,039.44
12/16/10	REPAIR CRASH CUSHION AT THE SHOP	\$218.16
12/28/10	REPAIR CRASH CUSHION AT THE SHOP	\$436.32
TOTAL		\$1,693.92

ITEM NUMBER :

LINE ITEM: NA

COUNTY : WILLIAMSON

DATE OF WORK: 9-30-10

LOC/DESC: REMOVE AND REPLACE CRASH CUSHION AT US 183 /SH 29

QTY: NA

PROJECT: PTF 2009 (886)
CONTROL: 0151-04-063, ETC.

WORK ORDER NO

HWY: US 183

EQUIPMENT

LABOR

DESCRIPTION	QTY	HOURS	RATE	TOTAL	LABOR CLASS/ NAME	REG HOURS	QTY	REG RATE	TOTAL
05' PICK UP	1	1.50	\$19.78	\$29.67	WILLIE REED 342 SILVERIO RIVERA 205 JOSE OLIVERA 342 FIDEL CAMPOS 205 ROBERTO GONZALEZ	1.50 1.50 1.50 1.50 1.50	1.00 1.00 1.00 1.00 1.00	\$30.00 \$16.00 \$13.75 \$18.00 \$13.00	\$45.00 \$24.00 \$20.63 \$27.00 \$19.50 \$0.00
TOTAL				\$29.67	TOTAL	7.50		0.00	\$136.13

15 % COMP

15.00%

\$4.45

TOTAL

\$34.12

55% BURDEN

55.00%

\$74.87

25% COMP

25.00%

\$34.03

TOTAL

\$245.03

MTL

DESCRIPTION	UNIT	QTY	PRICE	COST
CRASH CUSHION REPAIR PARTS	EA	1.00	\$600.00	\$600.00
				\$0.00
				\$0.00
				\$0.00
TOTAL	TOTAL			\$600.00

TOTAL LABOR , EQP, MTL

\$1,029.15

DWCO BOND 1%

\$10.29

TOTAL

\$1,039.44

DAN WILLIAMS COMPANY

25 % COMP

25.00%

\$150.00

TOTAL

\$750.00



INVOICE

PLEASE REMIT TO:
 P. O. Box 938
 Round Rock, TX 78680
 (512)388-0588
 Fax 388-0417

Invoice #
107429
Invoice/Ship Date
10/19/2010

Sold to:
 DAN WILLIAMS COMPANY
 PO BOX 80069
 AUSTIN, TX 78708

Deliver to:
 JOBSITE

Customer PO		Ship Via	Telephone	Ref. No.	Order Date	SLS #	Terms	
VERBAL-BOBBY		Our Truck	512-320-1410	II-9670	10/08/10	CAC	Net 30	
Units	Description				Quantity	U/M	Unit Price	Amount
1	TRACC HARDWARE CAN				1	EA	600.00	600.00

ITEM NUMBER :

LINE ITEM: NA

COUNTY : WILLIAMSON

DATE OF WORK: 12-16-10

LOC/DESC: REPAIR CRASH CUSHION AT SHOP

QTY: NA

PROJECT: PTF 2009 (886)

CONTROL: 0151-04-063, ETC.

WORK ORDER NO

HWY: US 183

EQUIPMENT

LABOR

DESCRIPTION	QTY	HOURS	RATE	TOTAL	LABOR CLASS/ NAME	REG HOURS	QTY	REG RATE	TOTAL
					175 JOSE PEREZ	10.00	1.00	\$12.00	\$120.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
TOTAL				\$0.00	TOTAL	10.00			\$0.00

15 % COMP

TOTAL

15.00%

\$0.00

\$0.00

55% BURDEN

25% COMP

\$66.00

\$30.00

TOTAL \$216.00

MTL					DESCRIPTION				
UNIT	QTY	PRICE	COST						
			\$0.00						\$0.00
			\$0.00						\$0.00
			\$0.00						\$0.00
			\$0.00						\$0.00
TOTAL			\$0.00						\$0.00

TOTAL LABOR , EQP, MTL

DWCO BOND 1%

TOTAL

\$216.00

\$2.16

\$218.16

25 % COMP

TOTAL

\$0.00

\$0.00

DAN WILLIAMS COMPANY

ITEM NUMBER :

LINE ITEM: NA

COUNTY : WILLIAMSON

DATE OF WORK: 12-28-10

LOC/DESC: REPAIR CRASH CUSHION AT SHOP

QTY: NA

PROJECT: PTF 2009 (886)
CONTROL: 0151-04-063, ETC.

WORK ORDER NO

HWY: US 183

EQUIPMENT

LABOR

DESCRIPTION	QTY	HOURS	RATE	TOTAL	LABOR CLASS/ NAME	REG HOURS	QTY	REG RATE	TOTAL
					175 JOSE PEREZ	8.00	1.00	\$12.00	\$96.00
					187 ISAAC ACOSTA	8.00	1.00	\$18.00	\$144.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
TOTAL				\$0.00	TOTAL	16.00			\$0.00

15 % COMP

TOTAL

15.00%

\$0.00

\$0.00

55% BURDEN

25% COMP

\$132.00

\$60.00

TOTAL

\$432.00

MTL

DESCRIPTION	UNIT	QTY	PRICE	COST
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL	TOTAL			\$0.00

TOTAL LABOR , EQP, MTL

\$432.00

DWCO BOND 1%

\$4.32

TOTAL

\$436.32

DAN WILLIAMS COMPANY

25 % COMP

TOTAL

\$0.00

\$0.00

JOB NO.

ALL

DAN WILLIAMS COMPANY DAILY TIME SHEET

DAY

Tuesday

DATE

12-28-10

EMP
NUMBEREMPLOYEE
NAME

JOSE LUIS PEREZ (PEPE)

194

Daily Notes:

JOSE LUIS LOPEZ

194

Daily Notes:

HOMER SCOTT RUTLEDGE

609

Daily Notes:

JOSE LUIS PEREZ (JOE)

175

Daily Notes:

ISAAC ACOSTA

187

Daily Notes:

GLENN CONWAY

187

Daily Notes:

FERNANDO ALFARO

187

Daily Notes:

LESLIE RAY JONES

175

Daily Notes:

HWY 71 0805	HWY 183A 0905	CORPUS SH 44 0907	MANOR RD 0910	SHOP 1099	FM 619 1004	I-10 BEXAR 1005	US 281 BURNET 1009	SH 130 TRAVIS 1012	EL PASO	TOTAL HOURS
5	2						3	2		12
Fuel-Equipment-Corpuse-4-07-11-08										
off										
Pickup erosion barriers + take to Corpus - Move equip.										
10										
10										
off										
12										
10.5										
AC-09 / Repair Grease line on banner @ 183 -										
TOTAL										

BY INITIALIZING NEXT TO MY NAME, I CERTIFY THAT THE ABOVE HOURS ARE
CORRECT AND THAT I WAS NOT INVOLVED IN AN ACCIDENT OR INJURED WHILE
AT WORK

U = UNEXCUSED ABSENCE

A = EXCUSED ABSENCE

T = TERMINATED

I = IDLE / NOT BEING USED

D = DOWN / IN NEED OF REPAIR

Commissioners Court - Regular Session**31.****Meeting Date:** 08/16/2011

Hwy 79 Contract

Submitted By: Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Agenda Item

Consider authorizing the County Judge to execute a real estate contract with Norman Johnson for right-of-way needed on Hwy 79 Section 5A and take other appropriate actions. (Parcel 12)

Background

AttachmentsJohnson Real Estate Contract**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/11/2011 02:24 PM
Form Started By: Charlie Crossfield		Started On: 08/11/2011 11:58 AM
	Final Approval Date: 08/11/2011	

REAL ESTATE CONTRACT
US79 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between NORMAN JOHNSON, (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 0.382 acre tract of land, more or less, out of the Hardy Pace Survey, Abstract No. 493, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 12)

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.

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 SIXTY THOUSAND and 00/100 Dollars (\$60,000.00).

Pursuant to the terms of a Possession and Use Agreement executed by the parties and recorded in Document No. 2008049351, Purchaser has previously paid to Seller the amount of \$18,619.00 for which Purchaser shall receive a credit herein, leaving a remaining purchase price to be paid at the closing of this transaction of **FORTY ONE THOUSAND THREE HUNDRED EIGHTY ONE and 00/100 Dollars (\$41,381.00)**.

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 31, 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 in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.
- (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 "B" 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 \$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.

[signature page follows]

SELLER:

Norman Johnson

Date: _____

Address: _____

PURCHASER:

COUNTY OF WILLIAMSON

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

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Parcel No.: 12
Highway: U.S. 79
Limits: From: 79-B E. of Taylor
To: E. of FM 1063
RCSJ: 0204-04-044

PROPERTY DESCRIPTION FOR PARCEL 12

DESCRIPTION OF A 0.382 ACRE (16,621 SQ. FT.) TRACT OF LAND LOCATED IN THE HARDY PACE SURVEY, ABSTRACT NO. 493, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 5.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO NORMAN JOHNSON, AS RECORDED IN DOCUMENT NO. 2004020659, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.382 ACRE (16,621 SQ. FT.) TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap set, 106.83 feet left of United States Highway 79 (U.S. 79) Engineer's Centerline Station 1108+87.35, being in the proposed north right-of-way line of said U.S. 79, same being the west line of said 5.00 acre tract, also being the east line of a called 5.447 acre tract of land described in a deed to Steven G. Gangl and wife, Janis K. Gangl, as recorded in Document No. 2003017281, Official Public Records of Williamson County, Texas, and being the northwest corner and **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod found for the north common corner of said 5.00 acre tract and said 5.447 acre tract bears, N 21°24'03" W, a distance of 461.47 feet;

1) **THENCE** leaving said common line, crossing through the interior of said 5.00 acre tract, N 76°07'59" E, a distance of 415.48 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set, 106.82 feet left of U.S. 79 Engineer's Centerline Station 1113+02.82 being the east line of said 5.00 acre tract, same being the west line of a called 5.00 acre tract described in a deed to Lenz Acres Partnership, as recorded in Document No. 2004020088, Official Public Records of Williamson County, Texas, also being the northeast corner of the tract described herein, from which a 1/2-inch iron rod found for the north common corner of said 5.00 acre tracts bears, N 21°22'23" W, a distance of 516.05 feet;

2) **THENCE** leaving said proposed right-of-way line, with said common line, S 21°22'23" E, passing at a distance of 39.79 feet a 1/2-inch iron rod found, continuing in all a total distance of 40.35 feet to the calculated south common corner of said 5.00 acre tracts, same being in the existing north right-of-way line of said U.S. 79 and the north line of a called 2.998 acre tract of land conveyed to the State of Texas, as recorded in Volume 448, Page 184, Deed Records of Williamson County, Texas, also being in the southeast corner of the tract described herein;

3) **THENCE** leaving said common line, with said existing right-of-way line, S 76°07'59" W, a distance of 415.46 feet to a 1/2-inch iron rod found for the south common corner of said 5.00 acre tract and said 5.447 acre tract, same being the southwest corner of the tract described herein;

4) **THENCE** leaving said existing right-of-way line, with the common line of said 5.00 acre tract and said 5.447 acre tract, N 21°24'03" W, a distance of 40.35 feet to the **POINT OF BEGINNING** and containing 0.382 acre (16,621 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

All coordinates shown hereon are NAD 83/93 (HARN) State Plane Coordinates adjusted to the surface using a combined scale factor of 1.0001135512.

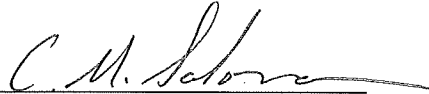
Access Control on Non-Access Controlled Facilities: "Access will be permitted to the highway facility from the remainder of the property lying adjacent to U.S. 79."

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

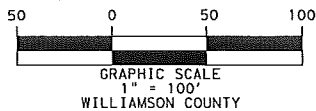
That I, C. M. Solomon, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 23rd day of October 2007 A.D.

SURVEYING AND MAPPING, Inc.
5508 West Highway 290, Building B
Austin, Texas 78735


C. M. Solomon
Registered Professional Land Surveyor
No. 5734 - State of Texas



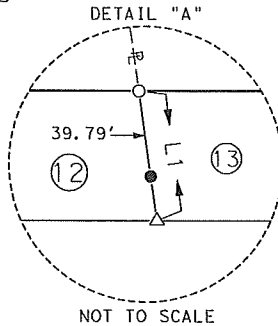


HARDY PACE SURVEY ABS. NO. 493

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT SET
- 1/2" IRON ROD FOUND UNLESS NOTED
- 1/2" IRON ROD W/ TXDOT ALUMINUM CAP SET UNLESS NOTED
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ⊕ COTTON SPINDLE FOUND UNLESS NOTED
- ⊗ PK NAIL FOUND
- △ CALCULATED POINT
- ▲ 60D NAIL FOUND UNLESS NOTED
- PROPERTY LINE
- CENTER LINE
- [] RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- IRF IRON ROD FOUND
- IPF IRON PIPE FOUND
- R.P.R.W.C.TX REAL PROPERTY RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- D.R.W.C.TX DEED RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS

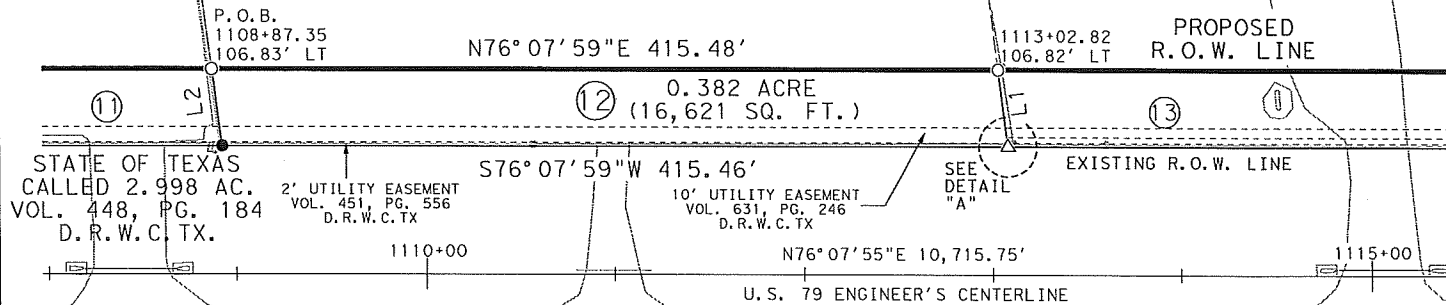
LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S21° 22' 23" E	40.35'
L2	N21° 24' 03" W	40.35'



NORMAN JOHNSON
CALLED 5.00 ACRES
DOC. NO. 2004020659
O.P.R.W.C.TX.

LENZ ACRES PARTNERSHIP
CALLED 5.00 ACRES
DOC. NO. 2004020088
O.P.R.W.C.TX.

STEVEN G. GANGL AND
WIFE, JANIS K. GANGL
CALLED 5.447 ACRES
DOC. NO. 2003017281
O.P.R.W.C.TX.



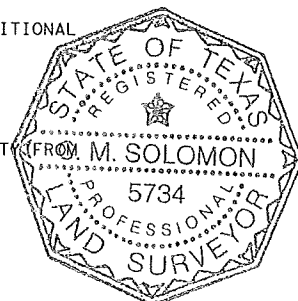
NOTES:

- RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
- ALL COORDINATES SHOWN HEREON ARE NAD 83/93 (HARN) STATE PLANE COORDINATES ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.0001135512.
- IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.
- VISIBLE UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES THAT ARE NOT SHOWN.
- ENGINEER'S CENTERLINE DERIVED FROM SCHEMATIC PROVIDED BY CARTER & BURGESS, INC., ON 11/08/06.
- PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
- ACCESS CONTROL ON NON-ACCESS CONTROLLED FACILITIES: "ACCESS WILL BE PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY OF THE PROPERTY LYING ADJACENT TO U.S. 79."

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

C. M. Solomon
C. M. SOLOMON
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5734, STATE OF TEXAS

10/23/07
DATE



PAGE 03 OF 03
REF. FIELD NOTE NO. 4272



5508 West Highway 290
Building B
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029

RIGHT-OF-WAY SKETCH
PARCEL 12
WILLIAMSON CO.
RCSJ NO.0204-04-044



SPECIAL WARRANTY DEED
US 79 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 and the State of Texas, acting by and through the Texas Transportation Commission, are 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 US Highway 79 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 NORMAN JOHNSON, 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 the State of Texas, acting by and through the Texas Transportation Commission, 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 0.382 acre tract of land, more or less, out of the Hardy Pace Survey, Abstract No. 493, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 12)

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.

Grantors reserve 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 the Texas Department of Transportation 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 US 79, 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 the State of Texas, acting by and through the Texas Transportation Commission, 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 the State of Texas, acting by and through the Texas Transportation Commission 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:

Norman Johnson

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2011 by Norman Johnson, 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:

Texas Department of Transportation
Attn: Right of Way Administrator
7901 N. IH 35, Building A
Austin, Texas 78761

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session

32.

Meeting Date: 08/16/2011

Budget Order 2011/2012

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Agenda Item

Discuss and take appropriate action regarding Budget Order for 2011/2012.

Background

Consideration of possible changes or additions to Budget Order. Currently the only change which has been approved by the court was the adoption of Holidays for 2011/2012. (Holidays attached but not yet incorporated)
The court has voted to keep elected officials salaries the same.

Attachments

Budget Order 2010 2011

Holiday Schedule 2011 2012

Proposed Budget Order Revisions from HR

Form Review

Form Started By: Peggy Vasquez

Started On: 08/10/2011 11:36 AM

Final Approval Date: 08/10/2011

HOLIDAYS 2011/2012

Approved by Commissioners Court on June 28, 2011

The established holiday schedule for paid holidays for the 2011/2012 budget year is as follows:

Veterans Day	Friday	November 11, 2011
Thanksgiving Holiday	Thursday	November 24, 2011
	Friday	November 25, 2011
Christmas Holiday	Friday	December 23, 2011
	Monday	December 26, 2011
New Year's Holiday	Monday	January 2, 2012
Martin Luther King Day	Monday	January 16, 2012
President's Day	Monday	February 20, 2012
Good Friday	Thursday	April 5, 2012
	Friday	April 6, 2012
Memorial Day	Monday	May 28, 2012
Independence Holiday	Wednesday	July 4, 2012
Labor Day	Monday	September 3, 2012

2011/2012 COUNTY BUDGET

PROPOSED CHANGES – FINANCIAL POLICIES

V. FINANCIAL POLICIES

1. Fund Balance Policy: **NO CHANGE**

2. General Fund: **NO CHANGE**

3. Self-Insured Health Plan Fund Policy: Unreserved Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unreserved Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self- Funded Health Plan Fund currently has a “goal of reaching and maintaining 25% of projected claims”. The goal of each year’s budget process will be to adopt a budget that maintains compliance with the Benefits Fund Unreserved Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unreserved Fund Balance to 25% of projected claims.

2011/2012 COUNTY BUDGET

PROPOSED CHANGES – COUNTY VEHICLES

On page 12 top of page.....

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one Commissioner's Court member, the Fleet Director, Safety Coordinator, **HR Services Team Manager, Risk Management**, and the Budget Officer. The Purchasing Director will also be a non-voting member of the committee.

3. All accidents involving County vehicles and equipment will be reported to the **HR Services Team Manager, Risk Management** in the Human Resources Department on a timely basis, but never more than three days after an accident. The **HR Services Team Manager, Risk Management** will provide a report to Commissioner’s Court on a monthly basis of the status of the entire County fleet. This report will consist of, but not be limited to, a listing of vehicles involved in accidents and vehicles that need to be taken out of service for any reason. It will include information in regards to the disposal of any County vehicles.

Commissioners Court - Regular Session

33.

Meeting Date: 08/16/2011

Vote Centers

Submitted For: Commissioner Covey

Submitted By:

Peggy Vasquez,
County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Agenda Item

Discuss and take appropriate action regarding Vote Centers, House Bill 2194, and equipment purchase availability from vendor Election Systems & Software, Inc. (ES&S) for more iVotronic DREs.

Background

Form Review

Form Started By: Peggy Vasquez

Started On: 08/10/2011 11:44 AM

Final Approval Date: 08/10/2011

Commissioners Court - Regular Session

34.

Meeting Date: 08/16/2011

Discuss and take appropriate action regarding appointment of 3 Committee Members and 3 Alternate Committee Members to represent Williamson County.

Submitted For: Lisa Zirkle

Submitted By: Lisa Zirkle, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Agenda Item

Discuss and take appropriate action regarding appointment of 3 Committee Members and 3 Alternate Committee Members to represent Williamson County as a participating employer in the Central Texas Deferred Compensation Plan.

Background

On 8/9/11, the Commissioner's Court approved the Central Texas Deferred Compensation Plan Charter and By-laws making Williamson County a participating employer in this plan. In compliance with the charter and by-laws, 3 Committee Members and 3 Alternate Committee Members should be appointed to represent Williamson County.

Committee Members shall, at a minimum, perform the following duties and tasks:

- Review all information submitted prior to meetings and be prepared to participate and provide input for recommendations and/or decision-making.
- Share ideas/concerns from employees with the Committee for discussion, consideration, and responses, as appropriate.
- Be respectful of "rules of order" and professional courtesy during meetings.
- Remember that all decisions are for the purpose of ensuring the best value to participants and their beneficiaries, and personal/individual agendas shall not be used as platforms for meeting discussions.
- Address disagreements or questions regarding procedures professionally and at the appropriate time and place.
- Serve as a liaison for questions/concerns between the Committee and the Committee Member's employer.
- Ensure that all decisions regarding the Plan comply with the provisions of the Plan's Investment Policy Statement.
- Assist in developing and implementing policies and procedures that are necessary in order to comply with all state and federal laws and standards or codes of conduct, to the extent they exist and are applicable to a governmental deferred compensation plan under IRC §457(b).
- Committee Members shall understand the fiduciary responsibilities assigned to the Committee and their roles in meeting the goals relative to the 457 Deferred Compensation Program. To that extent and as set forth in the Committee Member Orientation and Education Policy, annually, the Committee Members must receive fiduciary training to ensure responsibilities and roles are understood.
- Committee Members shall comply with the Committee Code of Ethics.

The initial Committee Members from each Participating Employer shall have staggered terms. Williamson County shall have three (3) Committee Members and three (3) Alternate Committee Members initially with the following term designations:

- one (1) Committee Member serving a one (1) year term

- one (1) Alternate Committee Member serving a one (1) year term
 - one (1) Committee Member serving a two (2) year term
 - one (1) Alternate Committee Member serving a two (2) year term
 - one (1) Committee Member serving a three (3) year term
 - one (1) Alternate Committee Member serving a three (3) year term
-

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/11/2011 11:06 AM
Form Started By: Lisa Zirkle		Started On: 08/11/2011 10:11 AM
	Final Approval Date: 08/11/2011	

Commissioners Court - Regular Session**35.****Meeting Date:** 08/16/2011

Discuss and take appropriate action regarding implementation of UnitedHealthcare Diabetes Health Plan for 11/1/2011.

Submitted By: Suzanne Hays, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Agenda Item

Discuss and take appropriate action regarding implementation of UnitedHealthcare Diabetes Health Plan for 11/1/2011.

Background

AttachmentsDiabetes Health Plan**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/11/2011 11:28 AM
Human Resources	Lisa Zirkle	08/11/2011 11:31 AM
Human Resources	Suzanne Hays	08/11/2011 11:51 AM
Form Started By: Suzanne Hays		Started On: 08/11/2011 11:19 AM
	Final Approval Date: 08/11/2011	

- 
- To do:*
- ✓ *Save money*
 - ✓ *Find support*
 - ✓ *Take control of my care*
 - ✓ *Stay healthier*
 - ✓ *Include my family*

Williamson County Diabetes Health Plan
Employee Information Session



What is diabetes?

- Diabetes is a condition that occurs when the body can't use glucose normally.
- Glucose is the main source of energy for the body's cells.
- The levels of glucose in the blood are controlled by insulin (made by the pancreas), which helps glucose enter the cells.
- In diabetes, the pancreas does not make enough insulin (Type 1 diabetes) or the body can't respond normally to the insulin that is made (Type 2 diabetes).

What is pre-diabetes?

- With pre-diabetes, blood glucose levels are higher than normal, but not high enough to be called diabetes.
- You may be able to prevent the progression of pre-diabetes to diabetes by losing weight, making changes in your diet and exercising.





What are the risk factors?

- High blood pressure or high cholesterol
- Age 45 or older
- Overweight
- Family history of diabetes or had gestational diabetes
- African American, American Indians and Hispanics are also at higher risk for diabetes

Why provide a benefit program for people with diabetes or pre-diabetes?

- 10.7% of adults are diabetic.*
- 26% of adults are considered pre-diabetic.*
- Diabetic diagnoses have grown by 13.5% between 2005 and 2007.*
- People with diabetes often have no warning signs and go undiagnosed for three to seven years.
- About two-thirds of all diabetics nationwide do NOT follow their doctor's treatment guidelines, which can lead to complications such as heart disease, kidney disease, amputations and blindness.

* Statistics from the American Diabetes Association and Ingenix, a sister company of UnitedHealthcare.



Diabetes Health Plan from Williamson County

- An enhanced benefit plan for associates with diabetes and pre-diabetes, offered as part of UnitedHealthcare benefit coverage.
- No copayments for up to four (4) diabetes-related visits to your doctor.
- No copayments for select diabetes-related medications and supplies.
- Wellness programs to help you manage your condition
- Scorecard to help you stay on track with your health care.
- Reminders for essential screenings and exams.
- Education and support to help you manage your condition.



What do I get from Diabetes Health Plan?

Benefit	Current Benefit Plan	Diabetes Health Plan
Primary Care Doctor Visits	Copayment or Co-Benefit	\$0 Copayment or Co-Benefit for up to four (4) diabetes related visits
Specialty Doctor Visits	Copayment or Co-Benefit	
Pharmacy Retail (31-day supply)	Tier 1 Generic Drugs: Deductible & Co-Benefit	\$0 Deductible & Co-Benefit for select generic and preferred diabetes-related prescriptions and supplies
	Tier 2 Preferred Drugs: Deductible & Co-Benefit	
Pharmacy Mail-Order (90-day supply)	Tier 1 Generic Drugs: Deductible & Co-Benefit	\$0 Deductible & Co-Benefit for select generic and preferred diabetes-related prescriptions and supplies
	Tier 2 Preferred Drugs: Deductible & Co-Benefit	



Who is eligible for Diabetes Health Plan?

- Employees diagnosed with diabetes or pre-diabetes, or who have blood sugar in range of either condition
- Family member age 18 and older diagnosed with diabetes or pre-diabetes
- If you are not diagnosed but think you may be at risk, schedule a biometric screening.

What is biometric screening?

- Fast for at least eight hours before biometric screening. That means no food or drink besides water for at least eight hours.
- Make an appointment for biometric screening at your personal doctor.
- Biometric screening should test:
 - Blood pressure
 - Cholesterol
 - Fasting blood sugar
 - Triglyceride levels



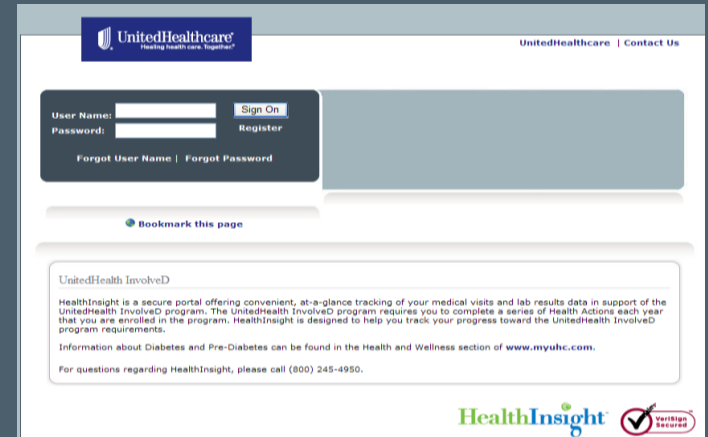
How does the plan work?

- You will be required to follow your health actions:
 - Schedule regular primary care visits and blood tests (HbA1c and LDL)
 - Get regular creatinine and retinal exams (diabetes only)
 - Online Health Coach Modules
 - Follow recommendations for preventive care, including cancer screens and wellness

Compliance Requirement	Frequency	Last Completed	Next Due On or Before	Completed for Benefit Year
1. Doctor's Visit	2 per year	11/19/2008	12/31/2009	!
2. Hemoglobin A1c	2 per year	11/03/2008	12/31/2009	!
3. Blood Creatinine OR Urine test for Microalbuminuria	1 per year	11/15/2008	Due Now	!
4. Blood Cholesterol (LDL)	1 per year	11/03/2008	11/04/2009	!
5. Colon Cancer Screening		06/26/2007	06/24/2017	✓

How does the plan work?

- HealthInsight™ is a snapshot of your health care experience and roadmap for diabetes preventive care.
 - Health actions
 - Reminders for essential screenings and exams
 - Helpful links to trusted sources of medical information
- Only you will have access to your personal health information. Your employer will not have any access to employees' health status or other personally identifiable health information.



How much can I save in diabetes-related medication?

- No Deductible & Co-Benefit for select prescription drugs under the plan include Tier 1 (generic) and Tier 2 (preferred) medications used to treat diabetes and pre-diabetes, plus other conditions often related to diabetes, including
 - High Blood Pressure
 - High Cholesterol
 - Depression
- Tier 3 drugs may cost you more out of pocket.
- You can fill your prescriptions at any network retail pharmacy or mail-order pharmacy.



Diabetes-Oral

Acarbose
Actoplus Met
Actos
Avandamet
Avandaryl
Avandia
Byetta
Duetact
Glyset
Glimepiride
Glipizide
Glipizide ER
Glipizide XL
Glipizide/ Metformin
Glucagon
Glyburide
Glyburide/ Metformin HCL
Glyburide Micronized
Janumet
Januvia
Lantus vials only
Levemir vials only
Metformin HCL
Metformin HCL ER
Novolin
Novolog
Prandin
Tolbutamide

All Insulin Syringes

All Lancets

Cholesterol Lowering

Advicor
Altoprev
Antara
Cholestyramine
Cholestyramine Light
Colestipol HCL
Crestor
Fenofibrate
Fenoglide
Gemfibrozil
Lipitor
Lipofen
Lovostatin
Niaspan
Pravastatin Sodium
Simvastatin
Simcor
Tricor
Welchol

Anti-Depression

Budeprion SR
Bupropion HCL
Bupropion HCL SR
Citalopram
Effexor XR
Fluoxetine HCL
Paroxetine HCL
Sertraline HCL
Venlafaxine HCL

Hypertension

Azor
Benazepril HCL
Benazepril HCL- HCTZ
Benicar
Benicar HCT
Captopril
Captopril- HCTZ
Enalapril Maleate
Enalapril Maleate- HCTZ
Fosinopril-HCTZ
Fosinopril Sodium
Lisinopril
Lisinopril- HCTZ
Losartan
Losartan-Hydrochlorothiazide
Micardis
Micardis HCT
Moexipril HCL
Moexipril-HCTZ
Perdinopril
Quinapril-HCTZ
Quinapril HCL
Quinaretic
Ramipril
Trandolapril

How do I know if my medication is Tier 1 (generic) or Tier 2 (preferred)?

- Visit www.myuhc.com > Links and Tools > Prescription Drug Information > Prescription Drug List



Free Glucose Test Meters

Type of Monitor	Manufacturer	How to Order
<ul style="list-style-type: none"> •Accu-Chek Aviva •Accu-Chek Compact Plus 	Roche	<i>Toll-free</i> 1-888-605-9861 Offer Code UHCAC10 <i>Online</i> www.meters.accu-chek.com
<ul style="list-style-type: none"> •OneTouch® UltraMini® •OneTouch® Ultra®2 	LifeScan, Inc. (Johnson & Johnson Company)	<i>Toll-free</i> 1-888-768-5477 Offer Code 426UHC001 <i>Online</i> www.onetouch.orderpoints.com

How do you measure compliance?

- Through members adhering to their health actions, including:
 - Diabetes care management
 - Cancer detection screening
 - Preventive care
- You will get a reminder to follow your health actions.
- You need to follow your health actions to receive no-cost medications.



Will my health information be secure?

- Yes, participation in Diabetes Health Plan is confidential. Your employer will not have any access to your health status or other personally identifiable health information.
- Only members have access to their personal health information on HealthInsight.
- The “VeriSign Secured Seal,” located at the bottom of each webpage, indicates that the information has been encrypted for optimal security.



Are my family members eligible?

- Employees who do not have diabetes can enroll their eligible family members who are diagnosed with diabetes or pre-diabetes. The entire family enrolls as a group.
- The program is designed to promote and track compliance among all people with diabetes or pre-diabetes, including any adult family members age 18 or older.
- Family members who are not yet diagnosed but may be at risk can be screened by their doctors and submit the results.
- Each diagnosed member will have their own personal HealthInsight™ account to monitor progress toward meeting compliance requirements.

How do I qualify?

- Employees diagnosed with diabetes or pre-diabetes:
 - If UnitedHealthcare member for 12 months, automatically qualified to enroll
 - Employees who are not current members, or very recently diagnosed, submit enrollment eligibility form
- Employees not yet diagnosed:
 - Get screened by personal doctor, fill out enrollment eligibility form

Q&A



Commissioners Court - Regular Session**36.****Meeting Date:** 08/16/2011

Discuss and take appropriate action regarding an amendment to the 2010-2011 Wellness Program Manual.

Submitted By: Suzanne Hays, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Agenda Item

Discuss and take appropriate action regarding an amendment to the 2010-2011 Wellness Program Manual.

Background

Attachments[Affidavit for Tobacco Free Premium Discount](#)**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/11/2011 11:06 AM
Form Started By: Suzanne Hays		Started On: 08/11/2011 10:13 AM
	Final Approval Date: 08/11/2011	

2010-2011 WILLIAMSON COUNTY

WELLNESS PROGRAM

AFFIDAVIT FOR TOBACCO-FREE PREMIUM DISCOUNT



Must be returned to Human Resources by August 31, 2011

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

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

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

As defined in the Williamson County Policy Manual:

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

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

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

Employee # _____ Email Address (optional) _____

Signature of Employee / Retiree / Covered Spouse _____

Date: _____, 20_____

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

The Affidavit for Tobacco-Free Premium Discount must be received by Human Resources by no later than **August 31, 2011** for benefit plan year November 1, 2011 – October 31, 2012. Tobacco-Free Premium Discount (amount to be determined in accordance with the law) is effective November 1, 2011. **Note: If both the Employee and Spouse are enrolled in the Williamson County Medical Plan, both the employee and spouse must be Tobacco-free in order to be eligible for the discount.**

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

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

Commissioners Court - Regular Session**37.****Meeting Date:** 08/16/2011

CARTS Board Appointment

Submitted For: Mary Clark**Submitted By:**Mary Clark, Commissioner
Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

Agenda Item

Discuss and consider Williamson County's appointment to the Capital Area Rural Transportation System (CARTS) Board.

Background

Commissioner Birkman has served on the CARTS Board for several years. Due to redistricting that will become effective on Jan. 1, 2012, Pct. One will no longer be in the CARTS service area. Therefore, Commissioner Birkman is respectfully resigning as Williamson County's representative to the board. In order for the new appointee to participate in the budget planning process for CARTS, she would ask that this resignation become effective immediately and a new appointment be made immediately.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/11/2011 11:51 AM
Form Started By: Mary Clark		Started On: 08/11/2011 10:57 AM
	Final Approval Date: 08/11/2011	

Commissioners Court - Regular Session**38.****Meeting Date:** 08/16/2011

Economic Development Fisher Rosemount

Submitted For: Mary Clark**Submitted By:**Mary Clark, Commissioner
Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

Agenda Item

Consider authorizing the County Judge to enter into an agreement with Fisher Rosemount Services, Inc.

Background

On June 21, 2011 the Williamson County Commissioners Court unanimously approved a Memorandum of Understanding with Fisher Rosemount Services, Inc.

Today we would like to authorize the County Judge to enter into this Agreement with Fisher in recognition of the positive economic benefits to the County through Fisher's purchase of two existing vacant buildings which together contain a total of two hundred seventy-eight thousand, eight hundred sixty (278,860) square feet and including an adjacent parking garage, located at 1100 West Louis Henna Boulevard, Round Rock, Texas and the relocation of its existing process management business to the Facility.

The purpose of this Agreement is to promote economic development as contemplated by Chapter 381 of the Texas Local Government Code whereby Fisher will expend significant sums to construct and install improvements to the Facility and purchase, occupy, and operate the Facility in conformance with the County's development approvals for the Facility.

Charlie Crossfield has worked with Joe Vining on this agreement.

The agreement is attached.

AttachmentsFisher Rosemount AgreementFisher Rosemount MOU**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/11/2011 11:06 AM
Form Started By: Mary Clark		Started On: 08/11/2011 09:29 AM
	Final Approval Date: 08/11/2011	

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("Agreement") is entered into this 16th day of August, 2011, by and between **Williamson County, Texas** ("County"), and **Fisher Rosemount Systems, Inc.** a Delaware corporation ("Fisher").

WHEREAS, by this action, the County establishes an economic development program and authorizing the County Judge to enter into this Agreement with Fisher in recognition of the positive economic benefits to the County through Fisher's purchase of two existing vacant buildings which together contain a total of two hundred seventy-eight thousand, eight hundred sixty (278,860) square feet and including an adjacent parking garage, located at 1100 West Louis Henna Boulevard, Round Rock, Texas (the "Facility"), and the relocation of its existing process management business to the Facility; and

WHEREAS, Fisher will transfer to the Facility its process management business, along with 750 employees initially with 125 additional employees over the next four years; and

WHEREAS, the purpose of this Agreement is to promote economic development as contemplated by Chapter 381 of the Texas Local Government Code whereby Fisher will expend significant sums to construct and install improvements to the Facility and purchase, occupy, and operate the Facility in conformance with the County's development approvals for the Facility; and

WHEREAS, the County agrees to provide performance based economic development grants to Fisher to defray a portion of the Facility's costs;

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Fisher agree as follows:

- 1. Authority.** The County's execution of this Agreement is authorized by Chapter 381 of the Texas Local Government Code, and constitutes a valid and binding obligation of the County in the event Fisher proceeds with the purchase and occupation of the Facility. The County acknowledges that Fisher is acting in reliance upon the County's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to purchase, improve and occupy the Facility.
- 2. Definitions.**
 - 2.1 "Economic Incentive Payment(s)" ("EIPs")** means the amount paid by the County to Fisher under the Program.
 - 2.2 "Effective Date"** is the date this Agreement is executed to be effective by the County and Fisher.
 - 2.3 "Facility"** means two existing vacant office buildings contain approximately two hundred seventy-eight thousand, eight hundred sixty (278,860) square feet, and an

adjacent parking garage, located at 1100 W. Louis Henna Boulevard, in the County.

- 2.4 **“Improvements”** means the finish out of and additions to the Facility, and personal property and equipment with a minimum cost of twenty-five million dollars (\$25,000,000).
- 2.5 **“Program”** means the economic development program established by the County pursuant to Chapter 381 of the Texas Local Government Code and under the County Resolution to promote local economic development and stimulate business and commercial activity within the County.
- 2.6 **“Recapture Liability”** means the total amount of all EIP’s that are paid as result of this Agreement that are subject to recapture by the County from Fisher in the event of a Fisher default.

3. **Term.** This Agreement shall become enforceable upon its Effective Date and shall terminate on December 31, 2019. In the event the County is unable to appropriate funds for a particular year pursuant to Section 5.1.3 of this Agreement, this Agreement shall be extended for another year(s).

4. **Rights and Obligations of Fisher.**

4.1 Purchase of Facility. Fisher has purchased the Facility. Fisher agrees to provide County with documentation showing that this obligation has been satisfied.

4.2 Improvements. Fisher agrees to construct and/or install the Improvements. Fisher agrees to provide County with documentation showing that this obligation has been satisfied. County shall have the right to audit Fisher’s records to verify that this obligation has been satisfied.

4.3 Jobs.

4.3.1 Initial Jobs. Fisher agrees to transfer to the Facility at least 750 full-time employees and/or contract workers no later than thirty (30) days after the County issues a Certificate of Occupancy for the Facility.

4.3.2 Additional Jobs. Fisher agrees that it will have the number of full-time employees and/or contract workers on the dates set forth below:

<u>Date</u>	<u>Number of full-time employees</u>
January 1, 2013	800
January 1, 2014	850
January 1, 2015	875
January 1, 2016	900
January 1, 2017	900
January 1, 2018	900

Fisher agrees to provide to the County annual employee reports within sixty (60) days following the end of each calendar year during the term of this Agreement. County shall have the right to audit Fisher's records to verify that this obligation has been satisfied.

- 4.4 Continuous operation. Fisher agrees that it will continuously operate the Facility during the term of this Agreement, including any extensions.
- 4.5 Program verification. To assure compliance with the obligations set forth herein, Fisher shall submit annually a Business Personal Property Rendition Form to the Williamson County Appraisal District and the County Judge prior to the receipt of each EIP for the life of the Agreement. In addition to the rendition form, Fisher shall submit annually verification of the appraised value of the Facility prior to the receipt of each EIP for the life of the Agreement. The rendition form may be found at <http://www.wcad.org/Forms.php>.

5. Rights and Obligations of the County.

In consideration of Fisher's compliance with this Agreement, the County agrees as follows:

5.1 Economic Incentive Payments ("EIP's").

5.1.1 Annual Payments. County shall, subject to Fisher's satisfaction of its obligations set forth in Section 4 above and the other conditions set out herein, make seven equal payments to Fisher totaling \$500,000, as set forth below. In addition to the other obligations set forth herein, all EIP's are expressly subject to Fisher timely paying all ad valorem tax payments annually. In no event will any EIP exceed the total amount of ad valorem taxes paid to the County in the year of the EIP payment.

5.1.2 Payment Dates. The County shall pay a total of \$500,000.00 in seven annual EIP's on or before April 1 of each year as set forth below:

<u>Date of Payments</u>	<u>Amount of Payments</u>
April 1, 2013	\$ 71,428.00
April 1, 2014	\$ 71,428.00
April 1, 2015	\$ 71,428.00
April 1, 2016	\$ 71,428.00
April 1, 2017	\$ 71,428.00
April 1, 2018	\$ 71,428.00
April 1, 2019	<u>\$ 71,428.00</u>
TOTAL	\$500,000.00

5.1.3 EIP's Subject to Future Appropriations. This Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to Fisher. All EIP's by the County under this Agreement are subject to the County's appropriation of funds for such payments in the budget year for which they are made. The EIP's to be made to Fisher, if paid, shall be made solely from annual appropriations from the general funds of the County or from such other funds of the County as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 381 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the County under applicable Texas law, subject to any applicable limitations or procedural requirements. In the event that the County does not appropriate funds in any fiscal year for EIP's due under this Agreement, such failure shall not be considered a default under Section 7.3, and the County shall not be liable to Fisher for such EIP's, however, the County shall extend this Agreement for another year(s). In addition, Fisher shall have the right but not the obligation to rescind this Agreement. To the extent there is a conflict between this paragraph and any other language or covenant in this Agreement, this paragraph shall control.

6. EIP Recapture. In the event that Fisher is in default of this Agreement, the County may recapture and collect from Fisher the Recapture Liability after providing Fisher written notice and a minimum period of thirty (30) days to cure such default, and the default has not been cured within said time. In the event Fisher does not so cure, Fisher shall pay to the County the Recapture Liability within thirty (30) days after the County makes demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which Fisher may be entitled. The County shall have all remedies for the collection of the Recapture Liability as provided generally in the Tax Code for the collection of delinquent property taxes.

7. Miscellaneous.

7.1 Mutual Assistance. The County and Fisher will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.

7.2 Representations and Warranties. The County represents and warrants to Fisher that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Fisher represents and warrants to the County that it has the requisite authority to enter into this Agreement.

7.3 Default. If either the County or Fisher should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the County remains in default after notice and opportunity to cure, Fisher shall have the right to pursue any remedy at law or in equity for the County's breach. If Fisher remains in default after notice and opportunity to cure,

County shall have the right to pursue any remedy at law or in equity for Fisher's breach, in addition to the right of EIP recapture set forth above.

- 7.4 Attorney's Fees. In the event any legal action or proceeding is commenced in a court of competent jurisdiction between the County and Fisher to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.
- 7.5 Entire Agreement. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the County and Fisher.
- 7.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.
- 7.7 Assignment. Fisher may not assign all or part of its rights and obligations to a third party without the express written consent of the County provided, however, that this Agreement may be assigned by either party without the consent of the other to an affiliate or to any third party who succeeds to substantially all of its business or assets.
- 7.8 Amendment. This Agreement may be amended by the mutual written agreement of the parties.
- 7.9 Termination. In the event Fisher elects not to purchase the Facility as contemplated by this Agreement, Fisher shall notify the County in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect.
- 7.10 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to County: Judge Dan A. Gattis
710 Main Street
Georgetown, Texas 78626

With a required copy to:

Hal Hawes
Counsel to Commissioners Court
710 Main Street
Georgetown, Texas 78626

If to Fisher: Fisher Rosemount Systems, Inc.
8000 West Florissant Avenue
P.O. Box 4100
St. Louis, MO 63136-8506
Attn: Stephen L. Clarke
Phone: (314)553-1953
Fax: (314) 553-1365

With required copies to:

Bryan Cave LLP
One Metropolitan Square
Suite 3600
St. Louis, MO 63102
Attn: James G. Buell, Esq.
Phone: (314) 259-2373
Fax: (314) 552-8373

Either party may designate a different address at any time upon written notice to the other party.

- 7.11 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.
- 7.12 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.
- 7.13 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 7.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 7.15 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- 7.16 Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused,

prevented, or restricted by conditions beyond that Party's reasonable control (a "force majeure event"). A *force majeure* event for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay. Except as otherwise expressly provided, herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of *force majeure*.

7.17 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The County, its past, present and future officers, elected officials, employees and agents of the County, do not assume any responsibilities or liabilities to any third party in connection with the development of the Facility or the design, construction or operation of any portion of the Facility.

EXECUTED to be effective as of the ____ day of ____2011 (the "Effective Date").

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge

FISHER ROSEMOUNT SYSTEMS, INC.

By: _____
Its: _____
Date: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made by and between Williamson County, Texas ("County") and Fisher- Rosemount Systems, Inc. ("Fisher").

RECITALS

WHEREAS, Fisher is a process management company interested in locating in Williamson County; and

WHEREAS, Fisher is considering the acquisition of two Class A office buildings located at 1100 West Louis Henna Boulevard, Round Rock, Texas containing approximately 278,860 square feet of office space, with an accompanying parking garage known locally as Frontera Vista (the "Facility"); and

WHEREAS, Fisher is also considering investing approximately \$25 million in building finish-out and personal property; and

WHEREAS, Fisher is considering, if it acquires Frontera Vista, constructing approximately \$25 million of building finish-out; and

WHEREAS, Fisher intends to transfer 750 full-time equivalent employees, including contract workers, to Round Rock by April 1, 2012 and hire an additional 125 full-time equivalent employees, including contract workers, over a three year period, beginning January 1, 2012; and

WHEREAS, the County desires businesses such as Fisher to locate in Williamson County ; and

WHEREAS, the County is willing to consider granting certain incentives to Fisher if it locates in Williamson County; and

WHEREAS, the parties acknowledge that the terms and conditions listed herein are not legally binding against either party, but merely serve as a memorandum of the understanding of the parties;

NOW THEREFORE, the County and Fisher agree to work cooperatively and in good faith to draft and approve future agreements and to develop the Facility in the manner set forth herein.

ARTICLE I GENERAL SCOPE OF FACILITY

- 1.01 The Facility consists of approximately two Class A office buildings of 278,000 square feet, with an accompanying parking garage.

**ARTICLE II
FISHER INTENTIONS**

- 2.01 Fisher will acquire the Facilities on or before July 30, 2011.
- 2.02 Fisher intends to invest approximately \$25 million in facility improvements and personal property.
- 2.03 Fisher intends to transfer 750 full-time equivalent employees and hire 125 full-time equivalent employees, including contract workers, over a three year period, beginning January 1, 2012.

**ARTICLE III
COUNTY INTENTIONS**

3.01 In consideration of Fisher performing as set forth in Article II above, the County will provide equal annual payments to Fisher over a seven year term totaling \$500,000.

**ARTICLE IV
LEGAL EFFECT OF MOU**

This MOU is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this ____ day of _____, 2011.

WILLIAMSON COUNTY, TEXAS

By: _____
Judge Dan A. Gattis

FISHER-ROSEMOUNT SYSTEMS, INC.

By:  _____
Jim Nyquist, President

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made by and between the City of Round Rock, Texas (the "City") and Fisher-Rosemount Systems, Inc. ("Fisher").

RECITALS

WHEREAS, Fisher is a process management company interested in locating in the City; and

WHEREAS, Fisher is considering the acquisition of two Class A office buildings located at 1100 West Louis Henna Boulevard, Round Rock, Texas containing approximately 278,860 square feet of office space, with an accompanying parking garage known locally as Frontera Vista (the "Facility"); and

WHEREAS, Fisher is also considering investing approximately \$25 million in building finish-out and personal property; and

WHEREAS, Fisher intends to transfer 750 full-time equivalent employees, including contract workers, to Round Rock by April 1, 2012 and hire an additional 125 full-time equivalent employees, including contract workers, over a three year period, beginning January 1, 2012; and

WHEREAS, the City desires businesses such as Fisher to locate in the City ; and

WHEREAS, the City is willing to consider granting certain incentives to Fisher if it locates in the City; and

WHEREAS, the parties acknowledge that the terms and conditions listed herein are not legally binding against either party, but merely serve as a memorandum of the understanding of the parties;

NOW THEREFORE, the City and Fisher agree to work cooperatively and in good faith to draft and approve future agreements and to develop the Facility in the manner set forth herein.

ARTICLE I GENERAL SCOPE OF FACILITY

- 1.01 The Facility consists of two Class A office buildings containing approximately 278,860 square feet of office space, with an accompanying parking garage.

ARTICLE II FISHER INTENTIONS

- 2.01 Fisher intends to acquire the Facility on or before July 30, 2011.
- 2.02 Fisher intends to invest approximately \$25 million in Facility improvements and personal property.

- 2.03 Fisher intends to transfer 750 or more full-time equivalent employees, including contract workers, to the Facility no later than April 1, 2012.
- 2.04 Fisher intends to retain said 750 full-time equivalent employees and hire 125 full-time equivalent employees, including contract workers, over a three year period beginning January 1, 2012.
- 2.05 Fisher intends to generate at least 10,000 hotel/motel nights per year in the City.

ARTICLE III CITY INTENTIONS

3.01 In consideration of Fisher performing as set forth in Article II above, the City intends to enter into one or more economic development incentive agreements containing the following provisions:

- (a) Waiver of City permit fees associated with the building finish out and other applicable new construction permit fees;
- (b) Expedited City approval of required permits;
- (c) A payment by City to Fisher of \$250,000 upon Fisher obtaining the certificate of occupancy from City for the Facility ;
- (d) Equal annual program payments by City to Fisher over a seven year period totaling \$750,000; and
- (e) In consideration of new sales and use taxes sourced to the City from sales generated by Fisher, the City agrees to explore the potential for future sales and use tax revenue sharing opportunities.

ARTICLE IV LEGAL EFFECT OF MOU

This MOU is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this ____ day of June, 2011.

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

FISHER-ROSEMOUNT SYSTEMS, INC.

By: _____
Jim Nyquist, President

Commissioners Court - Regular Session

39.

Meeting Date: 08/16/2011

Agreement with ESD #2 Sam Bass

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Agenda Item

Discuss and take appropriate action regarding Agreement with ESD #2 Sam Bass for 2010/2011.

Background

Attachments

Agreement ESD #2 Sam Bass 2010 2011.

Form Review

Form Started By: Peggy Vasquez

Started On: 08/11/2011 02:42 PM

Final Approval Date: 08/11/2011

AGREEMENT BETWEEN WILLIAMSON COUNTY TEXAS AND WILLIAMSON COUNTY EMERGENCY SERVICE ORGANIZATIONS

THIS EMERGENCY SERVICE ORGANIZATION AGREEMENT ("Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("Williamson County") and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 each being a separate emergency service district created and described under Chapter 775 of the Texas Health and Safety Code; the CITY OF CEDAR PARK, TEXAS; the CITY OF GEORGETOWN, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the BARTLETT VOLUNTEER FIRE DEPARTMENT; the COUPLAND VOLUNTEER FIRE DEPARTMENT; the FLORENCE VOLUNTEER FIRE DEPARTMENT; the GRANGER VOLUNTEER FIRE DEPARTMENT; the; JARRELL VOLUNTEER FIRE DEPARTMENT; the JOLLYVILLE VOLUNTEER FIRE DEPARTMENT; the SAM BASS VOLUNTEER FIRE DEPARTMENT; the TAYLOR VOLUNTEER FIRE DEPARTMENT; the THRALL VOLUNTEER FIRE DEPARTMENT; and the WEIR VOLUNTEER FIRE DEPARTMENT (being collectively referred to herein as the "Emergency Service Organization(s)" or "ESO").

I.

Obligations of Emergency Service Organizations

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

A. Services provided by Emergency Service Organizations

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
 - Hazardous Material Team
 - Swift Water Team
 - Technical Rescue Team
 - County Resource Coordination
 - Incident Management Team

B. Emergency Service Organizations Performance Standards

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System ("NIMS") requirements by having department personnel complete the necessary training courses as established by the Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.
2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO's response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency's response district.

C. Emergency Medical Service Involvement

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations' jurisdictions.

Emergency Service Organizations shall operate a first responder program under the Williamson County Medical Director; participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this Agreement, emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

II.

Prevention and Investigation

Williamson County will support and assist fire departments of the Emergency Services Organizations with establishing a working relationship with the Williamson County Sheriff's Office and the Williamson County Constable Offices in relation to arson investigations. To the extent that such agencies are able to provide arson investigators and resources related to arson

investigations, such agencies will endeavor to assist Fire Investigators from the fire departments of the Emergency Services Organizations with fire investigations.

III.

Reimbursement Formula and Consideration

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars (\$200) for each square mile of an ESO district; plus
2. Seventy Cents (\$.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1st of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1st) and the second installment being paid in the fall (prior to September 30th) of each year during the term of this Agreement.

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this Agreement, Williamson County shall also provide Twenty Thousand Dollars (\$20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

The parties to this Agreement hereby agree that the initial term of this Agreement shall be executed to have begun as of October 1st, 2010, with the end of the initial term being September 30, 2011. Any reimbursement and/or consideration due as of the time this Agreement is fully executed by all parties hereto shall be paid by Williamson County to each ESO within thirty (30) day from the date of the last party's execution hereof provided that such ESO has been in compliance with the terms and conditions of this Agreement since October 1, 2010.

IV.

Failure to Meet Conditions; Suspension of Funding and Termination

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization

that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this Agreement. Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this Agreement or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this Agreement. Such share of funds shall start on the next scheduled payment.

V.
Right to Withdraw

Any party to this Agreement has the right to withdraw from this Agreement by providing express written notice of its decision to withdraw to Williamson County and to all other Emergency Service Organizations at least ninety (90) days prior to its projected withdrawal date. Following the effective date of a party's withdrawal, such withdrawing party shall no longer receive any future funding or any other rights, privileges or benefits under this Agreement. If an ESO should withdraw prior to receipt of an upcoming installment payment, such ESO shall only be allowed to receive a pro rata portion of the next installment payment based on the period of time that such ESO actually provided services.

VI.
Term of Agreement; And Effective Date

As set forth herein, the initial term of this Agreement shall be deemed to be effective as of October 1, 2010 and shall continue until September 30, 2011. Each term of this Agreement shall be for one (1) year and shall automatically renew each year thereafter for one (1) year terms unless notification of an ESO's intent to not renew is sent to all other parties at least ninety (90) days prior to the last day of the then current term.

Each ESO acknowledges that Williamson County shall also have the right not to renew this Agreement provided that Williamson County sends notice of its intent not to renew to all Emergency Service Organizations at least ninety (90) days prior to the last day of the then current term.

The parties are subject to the rights of termination and suspension as contained herein.

VII.
Related Agreements

The parties to this Agreement acknowledge that there may be existing mutual aid agreements and/or other related agreement between the parties relating to the provision of emergency services. The parties to this Agreement do not intend for the terms or conditions of this agreement to supplant, terminate or otherwise affect the terms and conditions of any other agreements between any of the parties hereto.

VIII.
Relationship of the Parties

The parties to this Agreement shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

The parties to this Agreement shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this Agreement shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to be borrowed servants or on loan to any other party to this Agreement. Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

IX.

Miscellaneous Provisions

- A. **Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.
- B. **Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson County is a party, Williamson County may suspend all funding under this Agreement to such Emergency Service Organization until such time that the breach is cured.
- C. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.
- D. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- E. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto does not waive, modify, or alter to any extent whatsoever the

availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

- F. **Assignment.** The rights and duties of the party parties hereto may not be assigned or delegated without the prior written consent of all parties. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.
- G. **Compliance with Applicable Laws.** All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.
- H. **Non-Appropriation and Fiscal Funding.** The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- I. **Execution in Multiple Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.
- J. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective as of the 1st day of October, 2011.

EMERGENCY SERVICE ORGANIZATIONS:

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

By: [Signature]

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

By: Paul J. Tisch

Printed Name: Paul J. Tisch

Representative Capacity: President ESD #2

Date: July 28, 2011

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY:

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY

General Ledger
Period: OCT-09 To SEP-10

Report Date: 12-APR-2011 08:07
Page: 1 of 1

Currency: USD
Balance Type: Actual

Fund: 0100 GENERAL FUND

Accounting Flexfield			Description			
Source	Category Name	Description	Line Item	Date	Journal Amount	Account Balance
01.0100.0640.004104						
Williamson County,GENERAL FUND,PUBLIC ASSISTANCE,RURAL FIRE PRO						
Begin Balance:				0.00		
Payabl	Purchase	Invoices US 2010, RURAL FIRE	WILLIAMSON CT 02-NOV-09	22,000.00		
End Balance:				22,000.00		
NOV-09						
Payabl	Purchase	Invoices US 2010/FIRST HALF R	WILLIAMSON CT 03-DEC-09	12,000.00		
Payabl	Purchase	Invoices US 2010/FIRST HALF R	CITY OF LEAND 03-DEC-09	15,500.00		
Payabl	Purchase	Invoices US 2010/FIRST HALF R	WILLIAMSON CT 03-DEC-09	30,000.00		
Payabl	Purchase	Invoices US 2010/FIRST HALF, RU	WILLIAMSON CT 15-DEC-09	9,500.00		
Payabl	Purchase	Invoices US 2010/FIRST HALF, RU	WILLIAMSON CT 15-DEC-09	13,000.00		
Payabl	Purchase	Invoices US 2010 FIRST HALF, BARTLETT VFD	WILLIAMSON CT 18-DEC-09	9,000.00		
Payabl	Purchase	Invoices US 2010 FIRST HALF, WILLIAMSON CT	18-DEC-09	15,000.00		
End Balance:				126,000.00		
DEC-09						
JAN-10						
FEB-10						
MAR-10						
APR-10						
MAY-10						
JUN-10						
Payabl	Purchase	Invoices US 2010/1ST HALF RUR	GRANGER VFD 09-JUL-10	14,500.00		
Payabl	Purchase	Invoices US 2010/1ST HALF RUR	THRALL VFD 05-JUL-10	15,000.00		
Payabl	Purchase	Invoices US 2010/1ST HALF RUR	TAYLOR VFD 09-JUL-10	21,000.00		
Payabl	Purchase	Invoices US 2010 1ST HALF RUR	WILLIAMSON CT 16-JUL-10	20,000.00		
Payabl	Purchase	Invoices US 2010 SECOND HALF, BARTLETT VFD	WILLIAMSON CT 22-JUL-10	9,000.00		
Payabl	Purchase	Invoices US 2010 SECOND HALF OF WILLIAMSON CT	22-JUL-10	9,500.00		
Payabl	Purchase	Invoices US 2010 2ND HALF OF WILLIAMSON CT	22-JUL-10	12,000.00		
Payabl	Purchase	Invoices US 2010 2ND HALF OF WILLIAMSON CT	22-JUL-10	13,000.00		
Payabl	Purchase	Invoices US 2010 2ND HALF OF WILLIAMSON CT	22-JUL-10	15,000.00		
Payabl	Purchase	Invoices US 2010 SECOND HALF, CITY OF LEAND	22-JUL-10	15,500.00		
Payabl	Purchase	Invoices US 2010 2ND HALF OF WILLIAMSON CT	22-JUL-10	20,000.00		
Payabl	Purchase	Invoices US 2010 SECOND HALF, WILLIAMSON CT	22-JUL-10	30,000.00		
End Balance:				320,500.00		
JUL-10						
Payabl	Purchase	Invoices US 2010 SECOND HALF, GRANGER VFD	02-AUG-10	14,500.00		
Payabl	Purchase	Invoices US 2010 SECOND HALF, TAYLOR VFD	03-AUG-10	21,000.00		
Payabl	Purchase	Invoices US 2010 RURAL FIRE A	WILLIAMSON CT 04-AUG-10	25,000.00		
Payabl	Purchase	Invoices US 2009-2010 RURAL F	WILLIAMSON CT 20-AUG-10	34,000.00		
End Balance:				415,000.00		
AUG-10						
Payabl	Purchase	Invoices US 2010 SECOND HALF, THRALL VFD	30-SEP-10	15,000.00		
Payabl	Purchase	Invoices US 2009-2010 RURAL F	WILLIAMSON CT 30-SEP-10	64,000.00		
End Balance:				494,000.00		
SEP-10						

Final Version

TOTAL

	DOLLARS
33.333333%	\$190,666.66
33.333333%	\$190,666.66
33.333333%	\$190,666.66
100.000000%	\$571,999.98

Jollyville Capped @ 40,000.00
Cedar Park Capped @ 31,000.00
Georgetown Capped @ 60,000.00
Round Rock Capped @ 64,000.00

\$12,589,429.796.00
\$572,000.00
16.00
\$11,916.67

1,999.98
Round Rock Caped @ 64,000.00
Return to give
to to to
to to to
ESDs
Not ESDs
Bartlett - Chandler
Graham
Thornhill
Thornhill
Thornhill

FIRE DEPT	EVALUATION	% VALUE	% ACREAGE	1999 \$ VALUE	1998 \$ VALUE	DIFFERENCE
BARTLETT	\$ 40,075,521.00	0.00318	0.02890	\$18,033.88	\$ 14,968.22	\$3,065.66
CEDAR PARK	\$ 1,562,917,019.00	0.12415	0.02540	\$31,000.00	\$ 31,000.00	\$0.00
COUPLAND	\$ 37,418,923.00	0.00297	0.05050	\$22,112.04	\$ 18,528.16	\$3,583.88
FLORENCE	\$ 113,502,043.00	0.00902	0.11160	\$34,914.05	\$ 28,964.54	\$5,949.51
GEORGETOWN	\$ 2,494,356,830.00	0.19813	0.14610	\$60,000.00	\$ 60,000.00	\$0.00
GRANGER	\$ 73,911,324.00	0.00587	0.08470	\$29,185.52	\$ 24,517.79	\$4,667.73
HUTTO	\$ 181,874,788.00	0.01445	0.04830	\$23,880.36	\$ 19,551.34	\$4,329.02
JARRELL	\$ 72,992,946.00	0.00580	0.06640	\$25,682.41	\$ 21,446.58	\$4,235.83
JOLLYVILLE	\$ 1,936,696,522.00	0.15384	0.00920	\$40,000.00	\$ 41,771.72	(\$1,771.72)
LEANDER	\$ 760,073,873.00	0.06037	0.03980	\$31,016.50	\$ 26,681.63	\$4,334.87
LIBERTY HILL	\$ 255,697,499.00	0.02031	0.09820	\$34,512.67	\$ 28,314.41	\$6,198.26
ROUND ROCK	\$ 3,568,891,770.00	0.28348	0.04460	\$64,000.00	\$ 64,000.00	\$0.00
SAM BASS	\$ 760,502,541.00	0.06041	0.00950	\$25,245.80	\$ 20,865.28	\$4,380.52
TAYLOR	\$ 596,683,365.00	0.04740	0.10990	\$41,907.69	\$ 35,797.31	\$6,110.38
THRALL	\$ 66,870,083.00	0.00531	0.09430	\$30,909.28	\$ 25,886.00	\$5,023.28
WEIR	\$ 66,964,749.00	0.00532	0.03270	\$19,165.65	\$ 15,822.36	\$3,343.29
TOTAL	\$12,589,429,796.00			\$531,749.75	40,250.25 WCFC Amount	

Jurisdictions	Estimated Population per FD (2010 Census)	Standard Deviation	Area per Square Mile
AUSTIN FD	33,071	164.45	11.45
BARTLETT FD	2,097	108.86	35.07
CEDAR PARK FD	63,804	113.74	28.68
CITY OF ROUND ROCK FD	110,458	124.86	54.84
COUPLAND VFD	730	11.46	59.502
FLORENCE VFD	2,193	47.17	123.62
CITY OF GEORGETOWN FD	63,656	74.12	137.79
GRANGER VFD	2,425	12.45	98.56
HUTTO VFD	21,194	113.24	58.48
JARREL VFD	4,763	55.93	75.9
JOLLYVILLE VFD	18,908	136.5	7.06
LEANDER FD	28,701	120.3	44.36
LIBERTY HILL VFD	13,277	63.71	127.85
SAM BASS VFD	27,238	126.07	10.52
TAYLOR FD	15,047	46.9	17.33
TAYLOR VFD	2,161	25.79	100.05
THRALL VFD	2,259	16.29	108.17
WEIR VFD	3,097	54.13	44.6
ESD #1	18,912	136.31	7.1
ESD #2	24,951	131.1	10.98
ESD #3	21,200	112.7	56.17
ESD #4	13,366	63.25	128.11
ESD #5	4,763	55.83	75.82
ESD #6	3,097	54.3	44.65
ESD #7	4,409	37.64	119.27
ESD #8	16,270	73	87
ESD #9	19,263	93.88	20.24
ESD #10	1,265	11.67	59.7

Commissioners Court - Regular Session

40.

Meeting Date: 08/16/2011

Agreement with Sam Bass VFD 2010 2011

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Agenda Item

Discuss and take appropriate action regarding Agreement with Sam Bass VFD 2010 2011.

Background

Attachments

[Agreement Sam Bass VFD 2010 2011](#)

Form Review

Form Started By: Peggy Vasquez

Started On: 08/11/2011 02:44 PM

Final Approval Date: 08/11/2011

AGREEMENT BETWEEN WILLIAMSON COUNTY TEXAS AND WILLIAMSON COUNTY EMERGENCY SERVICE ORGANIZATIONS

THIS EMERGENCY SERVICE ORGANIZATION AGREEMENT ("Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("Williamson County") and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 each being a separate emergency service district created and described under Chapter 775 of the Texas Health and Safety Code; the CITY OF CEDAR PARK, TEXAS; the CITY OF GEORGETOWN, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the BARTLETT VOLUNTEER FIRE DEPARTMENT; the COUPLAND VOLUNTEER FIRE DEPARTMENT; the FLORENCE VOLUNTEER FIRE DEPARTMENT; the GRANGER VOLUNTEER FIRE DEPARTMENT; the; JARRELL VOLUNTEER FIRE DEPARTMENT; the JOLLYVILLE VOLUNTEER FIRE DEPARTMENT; the SAM BASS VOLUNTEER FIRE DEPARTMENT; the TAYLOR VOLUNTEER FIRE DEPARTMENT; the THRALL VOLUNTEER FIRE DEPARTMENT; and the WEIR VOLUNTEER FIRE DEPARTMENT (being collectively referred to herein as the "Emergency Service Organization(s)" or "ESO").

I.

Obligations of Emergency Service Organizations

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

A. Services provided by Emergency Service Organizations

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
 - Hazardous Material Team
 - Swift Water Team
 - Technical Rescue Team
 - County Resource Coordination
 - Incident Management Team

B. Emergency Service Organizations Performance Standards

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System ("NIMS") requirements by having department personnel complete the necessary training courses as established by the Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.
2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO's response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency's response district.

C. Emergency Medical Service Involvement

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations' jurisdictions.

Emergency Service Organizations shall operate a first responder program under the Williamson County Medical Director; participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this Agreement, emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

II.

Prevention and Investigation

Williamson County will support and assist fire departments of the Emergency Services Organizations with establishing a working relationship with the Williamson County Sheriff's Office and the Williamson County Constable Offices in relation to arson investigations. To the extent that such agencies are able to provide arson investigators and resources related to arson

investigations, such agencies will endeavor to assist Fire Investigators from the fire departments of the Emergency Services Organizations with fire investigations.

III.

Reimbursement Formula and Consideration

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars (\$200) for each square mile of an ESO district; plus
2. Seventy Cents (\$.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1st of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1st) and the second installment being paid in the fall (prior to September 30th) of each year during the term of this Agreement.

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this Agreement, Williamson County shall also provide Twenty Thousand Dollars (\$20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

The parties to this Agreement hereby agree that the initial term of this Agreement shall be executed to have begun as of October 1st, 2010, with the end of the initial term being September 30, 2011. Any reimbursement and/or consideration due as of the time this Agreement is fully executed by all parties hereto shall be paid by Williamson County to each ESO within thirty (30) day from the date of the last party's execution hereof provided that such ESO has been in compliance with the terms and conditions of this Agreement since October 1, 2010.

IV.

Failure to Meet Conditions; Suspension of Funding and Termination

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization

that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this Agreement. Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this Agreement or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this Agreement. Such share of funds shall start on the next scheduled payment.

V.
Right to Withdraw

Any party to this Agreement has the right to withdraw from this Agreement by providing express written notice of its decision to withdraw to Williamson County and to all other Emergency Service Organizations at least ninety (90) days prior to its projected withdrawal date. Following the effective date of a party's withdrawal, such withdrawing party shall no longer receive any future funding or any other rights, privileges or benefits under this Agreement. If an ESO should withdraw prior to receipt of an upcoming installment payment, such ESO shall only be allowed to receive a pro rata portion of the next installment payment based on the period of time that such ESO actually provided services.

VI.
Term of Agreement; And Effective Date

As set forth herein, the initial term of this Agreement shall be deemed to be effective as of October 1, 2010 and shall continue until September 30, 2011. Each term of this Agreement shall be for one (1) year and shall automatically renew each year thereafter for one (1) year terms unless notification of an ESO's intent to not renew is sent to all other parties at least ninety (90) days prior to the last day of the then current term.

Each ESO acknowledges that Williamson County shall also have the right not to renew this Agreement provided that Williamson County sends notice of its intent not to renew to all Emergency Service Organizations at least ninety (90) days prior to the last day of the then current term.

The parties are subject to the rights of termination and suspension as contained herein.

VII.
Related Agreements

The parties to this Agreement acknowledge that there may be existing mutual aid agreements and/or other related agreement between the parties relating to the provision of emergency services. The parties to this Agreement do not intend for the terms or conditions of this agreement to supplant, terminate or otherwise affect the terms and conditions of any other agreements between any of the parties hereto.

VIII.
Relationship of the Parties

The parties to this Agreement shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

The parties to this Agreement shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this Agreement shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to be borrowed servants or on loan to any other party to this Agreement. Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

IX.

Miscellaneous Provisions

- A. Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.
- B. Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson County is a party, Williamson County may suspend all funding under this Agreement to such Emergency Service Organization until such time that the breach is cured.
- C. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.
- D. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- E. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto does not waive, modify, or alter to any extent whatsoever the

availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

- F. **Assignment.** The rights and duties of the party parties hereto may not be assigned or delegated without the prior written consent of all parties. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.
- G. **Compliance with Applicable Laws.** All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.
- H. **Non-Appropriation and Fiscal Funding.** The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- I. **Execution in Multiple Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.
- J. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

JARRELL VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

JOLLYVILLE VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

SAM BASS VOLUNTEER FIRE DEPARTMENT

By: David W. Kieschnick

Printed Name: DAVID W. KIESCHNICK

Representative Capacity: FIRE CHIEF

Date: AUGUST 1, 2011

TAYLOR VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY:

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY

General Ledger
Period: OCT-09 To SEP-10

Report Date: 12-APR-2011 08:07
Page: 1 of 1

Currency: USD
Balance Type: Actual

Fund: 0100 GENERAL FUND

Accounting Flexfield	Description	Journal Amount	Account Balance
Source Category Name	Description	Journal Amount	Account Balance
01.0100.0640.004104	Williamson County,GENERAL FUND,PUBLIC ASSISTANCE,RURAL FIRE PRO		
NOV-09	Begin Balance:		0.00
NOV-09	Payabl Purchase Invoices US 2010, RURAL FIRE WILLIAMSON CT 02-NOV-09	22,000.00	22,000.00
NOV-09	End Balance:		22,000.00
DEC-09	Payabl Purchase Invoices US 2010/FIRST HALF R WILLIAMSON CT 03-DEC-09	12,000.00	
DEC-09	Payabl Purchase Invoices US 2010/FIRST HALF R CITY OF LEAND 03-DEC-09	15,500.00	
DEC-09	Payabl Purchase Invoices US 2010/FIRST HALF R WILLIAMSON CT 03-DEC-09	30,000.00	
DEC-09	Payabl Purchase Invoices US 2010/FIRST HALF, RU WILLIAMSON CT 15-DEC-09	9,500.00	
DEC-09	Payabl Purchase Invoices US 2010/FIRST HALF, RU WILLIAMSON CT 15-DEC-09	13,000.00	
DEC-09	Payabl Purchase Invoices US 2010 FIRST HALF, BARTLETT VFD 18-DEC-09	9,000.00	
DEC-09	Payabl Purchase Invoices US 2010 FIRST HALF, WILLIAMSON CT 18-DEC-09	15,000.00	
DEC-09	End Balance:		126,000.00
JAN-10	End Balance:		126,000.00
FEB-10	End Balance:		126,000.00
MAR-10	End Balance:		126,000.00
APR-10	End Balance:		126,000.00
MAY-10	End Balance:		126,000.00
JUN-10	End Balance:		126,000.00
JUN-10	Payabl Purchase Invoices US 2010/1ST HALF RUR GRANGER VFD 09-JUN-10	14,500.00	
JUN-10	Payabl Purchase Invoices US 2010/1ST HALF RUR THRALL VFD 09-JUN-10	15,000.00	
JUN-10	Payabl Purchase Invoices US 2010/1ST HALF RUR TAYLOR VFD 09-JUN-10	21,000.00	
JUN-10	Payabl Purchase Invoices US 2010 1ST HALF RUR WILLIAMSON CT 16-JUN-10	20,000.00	
JUN-10	Payabl Purchase Invoices US 2010 SECOND HALF, BARTLETT VFD 22-JUN-10	9,000.00	
JUN-10	Payabl Purchase Invoices US 2010 SECOND HALF, WILLIAMSON CT 22-JUN-10	9,500.00	
JUN-10	Payabl Purchase Invoices US 2010 2ND HALF OF WILLIAMSON CT 22-JUN-10	12,000.00	
JUN-10	Payabl Purchase Invoices US 2010 2ND HALF OF WILLIAMSON CT 22-JUN-10	13,000.00	
JUN-10	Payabl Purchase Invoices US 2010 2ND HALF OF WILLIAMSON CT 22-JUN-10	15,000.00	
JUN-10	Payabl Purchase Invoices US 2010 SECOND HALF, CITY OF LEAND 22-JUN-10	15,500.00	
JUN-10	Payabl Purchase Invoices US 2010 SECOND HALF OF WILLIAMSON CT 22-JUN-10	20,000.00	
JUN-10	Payabl Purchase Invoices US 2010 SECOND HALF, WILLIAMSON CT 22-JUN-10	30,000.00	
JUN-10	End Balance:		320,500.00
JUL-10	Payabl Purchase Invoices US 2010 SECOND HALF, GRANGER VFD 02-AUG-10	14,500.00	
JUL-10	Payabl Purchase Invoices US 2010 SECOND HALF, TAYLOR VFD 03-AUG-10	21,000.00	
JUL-10	Payabl Purchase Invoices US 2010 RURAL FIRE A WILLIAMSON CT 04-AUG-10	25,000.00	
JUL-10	Payabl Purchase Invoices US 2009 2010 RURAL F WILLIAMSON CT 20-AUG-10	34,000.00	
JUL-10	End Balance:		415,000.00
AUG-10	Payabl Purchase Invoices US 2010 SECOND HALF, THRALL VFD 30-SEP-10	15,000.00	
SEP-10	Payabl Purchase Invoices US 2009-2010 RURAL F WILLIAMSON CT 30-SEP-10	64,000.00	
SEP-10	End Balance:		494,000.00

Final Version

TOTAL

	DOLLARS
33.333333%	\$190,666.66
33.333333%	\$190,666.66
33.333333%	\$190,666.66
100.000000%	\$571,999.98

Jollyville Capped @ 40,000.00
Cedar Park Capped @ 31,000.00
Georgetown Capped @ 60,000.00
Round Rock Capped @ 64,000.00

\$12,589,429.796.00
\$572,000.00
16.00
\$11,916.67

571,999.98
Round Rock Caped @ 64,000.00
ESDs
Not ESDs
Bartlett
Granger
Thomdale

FIRE DEPT	EVALUATION	% VALUE	% ACREAGE	1999 \$ VALUE			1998 \$ VALUE			DIFFERENCE
BARTLETT	\$ 40,075,521.00	0.00318	0.02890	\$18,033.88	\$	14,968.22	\$3,065.66			
CEDAR PARK	\$ 1,562,917,019.00	0.12415	0.02540	\$31,000.00	\$	31,000.00	\$0.00			
COUPLAND	\$ 37,418,923.00	0.00297	0.05050	\$22,112.04	\$	18,528.16	\$3,583.88			
FLORENCE	\$ 113,502,043.00	0.00902	0.11160	\$34,914.05	\$	28,964.54	\$5,949.51			
GEORGETOWN	\$ 2,494,356,830.00	0.19813	0.14610	\$60,000.00	\$	60,000.00	\$0.00			
GRANGER	\$ 73,911,324.00	0.00687	0.08470	\$29,185.52	\$	24,517.79	\$4,667.73			
HUTTO	\$ 181,874,788.00	0.01445	0.04830	\$23,880.36	\$	19,551.34	\$4,329.02			
JARRELL	\$ 72,992,946.00	0.00580	0.06640	\$25,682.41	\$	21,446.58	\$4,235.83			
JOLLVILLE	\$ 1,936,696,522.00	0.15384	0.00920	\$40,000.00	\$	41,771.72	(\$1,771.72)			
LEANDER	\$ 760,073,873.00	0.06037	0.03980	\$31,016.50	\$	26,681.63	\$4,334.87			
LIBERTY HILL	\$ 255,697,499.00	0.02031	0.09820	\$34,512.67	\$	28,314.41	\$6,198.26			
ROUND ROCK	\$ 3,568,891,770.00	0.28348	0.04460	\$64,000.00	\$	64,000.00	\$0.00			
SAM BASS	\$ 760,502,541.00	0.06041	0.00950	\$25,245.80	\$	20,865.28	\$4,380.52			
TAYLOR	\$ 596,683,365.00	0.04740	0.10990	\$41,907.69	\$	35,797.31	\$6,110.38			
THRALH	\$ 66,870,083.00	0.00531	0.09430	\$30,909.28	\$	25,886.00	\$5,023.28			
WEIR	\$ 66,964,749.00	0.00532	0.03270	\$19,165.65	\$	15,822.36	\$3,343.29			
TOTAL	\$12,589,429,796.00			\$531,749.75		40,250.25	WCFC Amount			

Jurisdictions		Estimated Population per FD (2010 Census)	Standard Deviation	Area per Square Mile
AUSTIN FD		33,071	164.45	11.45
BARTLETT FD		2,097	108.86	35.07
CEDAR PARK FD		63,804	113.74	28.68
CITY OF ROUND ROCK FD		110,458	124.86	54.84
COUPLAND VFD		730	11.46	59.502
FLORENCE VFD		2,193	47.17	123.62
CITY OF GEORGETOWN FD		63,656	74.12	137.79
GRANGER VFD		2,425	12.45	98.56
HUTTO VFD		21,194	113.24	56.48
JARREL VFD		4,763	55.93	75.9
JOLLYVILLE VFD		18,909	136.5	7.06
LEANDER FD		28,701	120.3	44.36
LIBERTY HILL VFD		13,277	63.71	127.85
SAM BASS VFD		27,238	126.07	10.52
TAYLOR FD		15,047	46.9	17.33
TAYLOR VFD		2,161	25.79	100.05
THRAL VFD		2,259	16.29	108.17
WEIR VFD		3,097	54.13	44.6
ESD #1		18,912	136.31	7.1
ESD #2		24,951	131.1	10.98
ESD #3		21,200	112.7	56.17
ESD #4		13,366	63.25	128.11
ESD #5		4,763	55.83	75.82
ESD #6		3,097	54.3	44.65
ESD #7		4,409	37.64	119.27
ESD #8		16,270	73	87
ESD #9		19,263	93.88	20.24
ESD #10		1,265	11.67	59.7

Commissioners Court - Regular Session

41.

Meeting Date: 08/16/2011

Agreement with Bartlett VFD 2010 2011

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Agenda Item

Discuss and take appropriate action regarding Agreement with Bartlett VFD for 2010 2011.

Background

Attachments

Bartlett Accounting

Agreement Bartlett VFD 2010 2011

Form Review

Form Started By: Peggy Vasquez

Started On: 08/11/2011 02:45 PM

Final Approval Date: 08/11/2011


BARTLETT VOLUNTEER FIRE DEPT.
P O BOX 676
BARTLETT, TX 76511

2259

PAY TO THE ORDER OF Miller Uniforms DATE 2-17-10 88-1401-1149

twenty seven hundred four and 98/100 \$ 2704.33 ^{XX}

DOLLARS

 **SCHWERTNER STATE BANK**
SCHWERTNER, TEXAS
2541 437-2787 3509 744-2047

FOR INV. 493864 + INV. 492158 Tickets Freddie Miller, Sheriff

⑈002259⑈ ⑆144914817⑆⑈0300 3701⑈

407721000023 CMA*TX 02/25/2011 >111000753<

FOR DEPOSIT ONLY
Miller Uniforms & E. Mens, Inc.

BARTLETT VOLUNTEER FIRE DEPT. P.O. BOX 676 BARTLETT, TX 76511		2263
PAY TO THE ORDER OF <i>Casco INC</i>		DATE <i>3-31-11</i> 88-1481-1149
<i>ninety-two hundred one & 10/100</i>		\$ <i>9201.80</i>
FOR <i>5 set Bunker Box INV# 95973</i>		DOLLARS
SCHWERTNER STATE BANK 1000 N. MAIN ST. SUITE 100 DALLAS, TEXAS 75201		for <i>Phil & Scott L. Janke</i>
#002263# 111491481710300 3701#		#0000920180#

DEPOSIT ONLY SOUTH BANK STREETPORT LA 65403875 CASCO INDUSTRIES 610110235	66173	103-4111 4200299388 4200299388
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BARTLETT VOLUNTEER FIRE DEPT.
P O BOX 870
BARTLETT, TX 76511

PAY TO THE ORDER OF Carl Travers

DATE 5/24/11 BB-1481-1149

SIX HUNDRED AND FIFTY 50/100 DOLLARS

FOR Ergl Tank SAND BLASTING

CHWERTNER STATE BANK
80 CHWERTNER, JARRELL, TEXAS
(254) 627-3667 (612) 746-2811

Quane Keith S. Skifford

⑈002277⑈ ⑆1114914817⑆0300 3701⑈

001 1002611-200 0000000000 CNB Cameron>111902819<

Accounts

Loan History

Search Details

For Loan: Responder 1 : 0000003098 Loan Name: Bartlett Volunteer Fire Dept

Transactions - from 09/01/2010 to 08/05/2011

Date	Ref/ Check	Description/ Memo(Category)	Advances	Payments	Xpress Balance	Ledger Balance
07/25/2011		Daily Ledger Balance			\$10,441.24	\$10,441.24
07/25/2011		Interest Payment		\$49.56	\$10,441.24	
07/25/2011		Principal Payment		\$326.18	\$10,441.24	
06/27/2011		Daily Ledger Balance			\$10,767.42	\$10,767.42
06/27/2011		Interest Payment		\$60.12	\$10,767.42	
06/27/2011		Principal Payment		\$315.62	\$10,767.42	
05/25/2011		Daily Ledger Balance			\$11,083.04	\$11,083.04
05/25/2011		Interest Payment		\$56.23	\$11,083.04	
05/25/2011		Principal Payment		\$319.51	\$11,083.04	
04/25/2011		Daily Ledger Balance			\$11,402.55	\$11,402.55
04/25/2011		Interest Payment		\$59.72	\$11,402.55	
04/25/2011		Principal Payment		\$316.02	\$11,402.55	
03/25/2011		Daily Ledger Balance			\$11,718.57	\$11,718.57
03/25/2011		Interest Payment		\$55.41	\$11,718.57	
03/25/2011		Principal Payment		\$320.33	\$11,718.57	
02/25/2011		Daily Ledger Balance			\$12,038.90	\$12,038.90
02/25/2011		Interest Payment		\$62.94	\$12,038.90	
02/25/2011		Principal Payment		\$312.80	\$12,038.90	
01/25/2011		Daily Ledger Balance			\$12,351.70	\$12,351.70
01/25/2011		Interest Payment		\$60.39	\$12,351.70	
01/25/2011		Principal Payment		\$315.35	\$12,351.70	
12/27/2010		Daily Ledger Balance			\$12,667.05	\$12,667.05
12/27/2010		Interest Payment (Interest Payment)		\$66.13	\$12,667.05	
12/27/2010		Principal Payment (Loan)		\$309.61	\$12,667.05	
11/26/2010		Daily Ledger Balance			\$12,976.66	\$12,976.66
11/26/2010		Interest Payment (Interest Payment)		\$69.87	\$12,976.66	
11/26/2010		Principal Payment (Loan)		\$305.87	\$12,976.66	
10/25/2010		Daily Ledger Balance			\$13,282.53	\$13,282.53
10/25/2010		Interest Payment (Interest Payment)		\$67.13	\$13,282.53	
10/25/2010		Principal Payment (Loan)		\$308.61	\$13,282.53	
09/27/2010		Daily Ledger Balance			\$13,591.14	\$13,591.14
09/22/2010		Daily Ledger Balance			* \$13,591.14	\$13,896.07
09/01/2010		Daily Ledger Balance			\$13,896.07	\$13,896.07

No more history for the selected range

A "*" indicates a discrepancy between the account balance and the transactions listed for the account. This can be due to

Accounts

Loan History

Search Details

For Loan: ALF : 0000002824

Loan Name: Bartlett Volunteer Fire Dept

Transactions - from 09/05/2010 to 08/05/2011

Date	Ref/ Check	Description/ Memo(Category)	Advances	Payments	Xpress Balance	Ledger Balance
11/15/2010		Daily Ledger Balance			\$0.00	\$0.00
11/15/2010		Interest Payment (Interest Payment)		\$2.46	\$0.00	
11/15/2010		Principal Payment (Loan)		\$892.46	\$0.00	
11/15/2010		Paid in Full FX_MISSING_TC LOAN-FX04		\$892.46	\$892.46	
11/15/2010		Paid in Full FX_MISSING_TC LOAN-FX04		\$2.46	\$892.46	
10/15/2010		Daily Ledger Balance			\$892.46	\$892.46
10/15/2010		Interest Payment (Interest Payment)		\$5.96	\$892.46	
10/15/2010		Principal Payment (Loan)		\$1,340.49	\$892.46	
09/15/2010		Daily Ledger Balance			\$2,232.95	\$2,232.95
09/15/2010		Interest Payment (Interest Payment)		\$9.54	\$2,232.95	
09/15/2010		Principal Payment (Loan)		\$1,336.91	\$2,232.95	
09/07/2010		Daily Ledger Balance			\$3,569.86	\$3,569.86

No more history for the selected range

AGREEMENT BETWEEN WILLIAMSON COUNTY TEXAS AND WILLIAMSON COUNTY EMERGENCY SERVICE ORGANIZATIONS

THIS EMERGENCY SERVICE ORGANIZATION AGREEMENT ("Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("Williamson County") and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 each being a separate emergency service district created and described under Chapter 775 of the Texas Health and Safety Code; the CITY OF CEDAR PARK, TEXAS; the CITY OF GEORGETOWN, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the BARTLETT VOLUNTEER FIRE DEPARTMENT; the COUPLAND VOLUNTEER FIRE DEPARTMENT; the FLORENCE VOLUNTEER FIRE DEPARTMENT; the GRANGER VOLUNTEER FIRE DEPARTMENT; the; JARRELL VOLUNTEER FIRE DEPARTMENT; the JOLLYVILLE VOLUNTEER FIRE DEPARTMENT; the SAM BASS VOLUNTEER FIRE DEPARTMENT; the TAYLOR VOLUNTEER FIRE DEPARTMENT; the THRALL VOLUNTEER FIRE DEPARTMENT; and the WEIR VOLUNTEER FIRE DEPARTMENT (being collectively referred to herein as the "Emergency Service Organization(s)" or "ESO").

I.

Obligations of Emergency Service Organizations

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

A. Services provided by Emergency Service Organizations

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
 - Hazardous Material Team
 - Swift Water Team
 - Technical Rescue Team
 - County Resource Coordination
 - Incident Management Team

B. Emergency Service Organizations Performance Standards

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System ("NIMS") requirements by having department personnel complete the necessary training courses as established by the Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.
2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO's response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency's response district.

C. Emergency Medical Service Involvement

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations' jurisdictions.

Emergency Service Organizations shall operate a first responder program under the Williamson County Medical Director; participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this Agreement, emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

II.

Prevention and Investigation

Williamson County will support and assist fire departments of the Emergency Services Organizations with establishing a working relationship with the Williamson County Sheriff's Office and the Williamson County Constable Offices in relation to arson investigations. To the extent that such agencies are able to provide arson investigators and resources related to arson

investigations, such agencies will endeavor to assist Fire Investigators from the fire departments of the Emergency Services Organizations with fire investigations.

III.

Reimbursement Formula and Consideration

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars (\$200) for each square mile of an ESO district; plus
2. Seventy Cents (\$.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1st of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1st) and the second installment being paid in the fall (prior to September 30th) of each year during the term of this Agreement.

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this Agreement, Williamson County shall also provide Twenty Thousand Dollars (\$20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

The parties to this Agreement hereby agree that the initial term of this Agreement shall be executed to have begun as of October 1st, 2010, with the end of the initial term being September 30, 2011. Any reimbursement and/or consideration due as of the time this Agreement is fully executed by all parties hereto shall be paid by Williamson County to each ESO within thirty (30) day from the date of the last party's execution hereof provided that such ESO has been in compliance with the terms and conditions of this Agreement since October 1, 2010.

IV.

Failure to Meet Conditions; Suspension of Funding and Termination

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization

that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this Agreement. Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this Agreement or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this Agreement. Such share of funds shall start on the next scheduled payment.

V.
Right to Withdraw

Any party to this Agreement has the right to withdraw from this Agreement by providing express written notice of its decision to withdraw to Williamson County and to all other Emergency Service Organizations at least ninety (90) days prior to its projected withdrawal date. Following the effective date of a party's withdrawal, such withdrawing party shall no longer receive any future funding or any other rights, privileges or benefits under this Agreement. If an ESO should withdraw prior to receipt of an upcoming installment payment, such ESO shall only be allowed to receive a pro rata portion of the next installment payment based on the period of time that such ESO actually provided services.

VI.
Term of Agreement; And Effective Date

As set forth herein, the initial term of this Agreement shall be deemed to be effective as of October 1, 2010 and shall continue until September 30, 2011. Each term of this Agreement shall be for one (1) year and shall automatically renew each year thereafter for one (1) year terms unless notification of an ESO's intent to not renew is sent to all other parties at least ninety (90) days prior to the last day of the then current term.

Each ESO acknowledges that Williamson County shall also have the right not to renew this Agreement provided that Williamson County sends notice of its intent not to renew to all Emergency Service Organizations at least ninety (90) days prior to the last day of the then current term.

The parties are subject to the rights of termination and suspension as contained herein.

VII.
Related Agreements

The parties to this Agreement acknowledge that there may be existing mutual aid agreements and/or other related agreement between the parties relating to the provision of emergency services. The parties to this Agreement do not intend for the terms or conditions of this agreement to supplant, terminate or otherwise affect the terms and conditions of any other agreements between any of the parties hereto.

VIII.
Relationship of the Parties

The parties to this Agreement shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

The parties to this Agreement shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this Agreement shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to be borrowed servants or on loan to any other party to this Agreement. Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

IX.

Miscellaneous Provisions

- A. **Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.
- B. **Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson County is a party, Williamson County may suspend all funding under this Agreement to such Emergency Service Organization until such time that the breach is cured.
- C. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.
- D. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- E. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto does not waive, modify, or alter to any extent whatsoever the

availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

- F. **Assignment.** The rights and duties of the party parties hereto may not be assigned or delegated without the prior written consent of all parties. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.
- G. **Compliance with Applicable Laws.** All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.
- H. **Non-Appropriation and Fiscal Funding.** The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- I. **Execution in Multiple Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.
- J. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective as of the 1st day of October, 2011.

EMERGENCY SERVICE ORGANIZATIONS:

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 8

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 10

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

CITY OF CEDAR PARK, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

CITY OF GEORGETOWN, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

CITY OF LEANDER, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

CITY OF ROUND ROCK, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

CITY OF TAYLOR, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

BARTLETT VOLUNTEER FIRE DEPARTMENT

By: Duane Kurtin

Printed Name: DUANE Kurtin

Representative Capacity: FIRE CHIEF

Date: 05 August, 2011

COUPLAND VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

FLORENCE VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

GRANGER VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

JARRELL VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

JOLLYVILLE VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

SAM BASS VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

TAYLOR VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

THRALL VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WEIR VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY:

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

Commissioners Court - Regular Session**42.****Meeting Date:** 08/16/2011

Roofing Consultant Services

Submitted For: Bob Daigh**Submitted By:**Patrick Strittmatter,
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Agenda Item

Consider authorizing advertising and setting date of September 7, 2011 at 2:00pm in the Purchasing Department to receive qualifications for Roofing Consultant Services for Williamson County Facility Projects, RFQ # 11WCRFQ1009.

Background

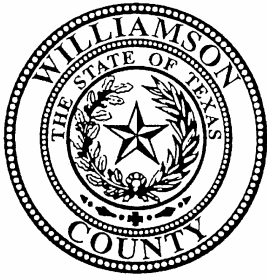
Attachments[RFQ for Roofing Consultant Services](#)**Form Review****Inbox**
County Judge Exec Asst.

Form Started By: Patrick Strittmatter

Reviewed By
Wendy Coco

Final Approval Date: 08/11/2011

Date
08/11/2011 11:28 AM
Started On: 08/11/2011 11:21 AM



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

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

REQUEST FOR QUALIFICATIONS (RFQ)

ROOFING CONSULTANT SERVICES FOR WILLIAMSON COUNTY FACILITY PROJECTS

RFQ NUMBER: 11WCRFQ1009

RFQ SUBMITTALS TO BE RECEIVED ON OR BEFORE:

September 7, 2011 – 2:00 PM

SUBMITTALS WILL BE PUBLICLY ACKNOWLEDGED:

September 7, 2011 – 2:00 PM

Overview

Williamson County, an Affirmative Action and Equal Opportunity Employer, wishes to establish a list of pre-qualified roofing consultant contractors. As County projects arise that require roofing consultant services, County personnel would be able to choose contractor(s) from the list of evaluated, pre-qualified vendors. All work would be performed on behalf of Williamson County and would be in compliance with all of the County's standards, procedures, and protocols.

In responding to this RFQ, vendors wish to be evaluated and added to the pre-qualified list of vendors. To make the list, evaluations will be completed, with vendor recommendations then to be brought in front of the Williamson County Commissioners Court for final approval. Please note that the evaluation/approval process may take several weeks and no vendor will be considered prequalified until receiving Commissioners Court approval.

Section 1:

Qualifications Desired

Demonstrated competence and qualifications will be a major consideration in the evaluation process. In your Request for Qualifications (RFQ) submittal, please provide information about your firm, also include a list of three (3) business references and be sure to include name, address, contact name, e-mail address (if available), phone and fax numbers.

Scope

Responding to this RFQ with qualifications allows vendors to provide the outlined services on a project-by-project basis. To be considered, a provider (or sub-provider(s) proposed on a team) must demonstrate their competency and experience in performing similar work. **If team pre-qualifications are submitted, the selected prime provider must perform a minimum of 50% of the actual contract work.**

Providers will be evaluated from statements of qualifications including staff capability/experience and similar project related experience of the proposed project manager(s) and team members, if a team is proposed.

Format for Submittal of Qualifications

Please limit the Request for Qualifications submittal to twelve (12) 8 ½" x 11" pages, 12-pitch font size, and single-sided. The RFQ submittal should include:

- ❖ an organizational chart containing the names, addresses, telephone, fax numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category;
- ❖ the confirmation agreement of proposed team individuals to perform the identified contract responsibilities if the team is selected;
- ❖ the prime provider's proposed project manager(s) and key personnel proposed;
- ❖ the team or firm capabilities;
- ❖ special project related experience;
- ❖ a list of any earned industry certifications; individuals and/or contractor
- ❖ other pertinent information addressed in the notice, including references for related projects. References must include client contract information (address, telephone, name, and fax number).
- ❖ supporting attachments and/or appendices (related cover/title page, project graphics, resumes, and Williamson County Conflict of Interest Statement) are not included in the twelve-page limit, **but should be conservative in their inclusion.**
- ❖ using the least amount of plastic/laminate or other non-recyclable binding materials.

Contacts

Any questions, clarifications or requests for general information should be directed to:

Purchasing Questions

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

Technical Questions

Gary Wilson
Williamson County
Director of Facilities
3101 SE Inner Loop
Georgetown, TX 78626
(512) 943-1636
gwilson@wilco.org

Evaluation Criteria

Request for Qualifications submittals will be ranked according to the criteria outlined below. A list of pre-qualified firms will be provided to the County Commissioners Court. Awarding of future contracts will be made by the Williamson County Commissioners Court.

<u>Criteria</u>	<u>Points</u>
References	40
Performance and Qualifications	60

Submittal of RFQ Response

One (1) original RFQ response and two (2) copies must be submitted. The responses must be marked "original" and "copy". One (1) PDF electronic copy of the entire RFQ must be submitted on a CD in the sealed envelope with the original hard copy of the RFQ response.

All copies must have the same attachments as the original. Please incorporate the least amount of plastic/laminate or other non-recyclable binding materials.

Qualifications must be submitted in a sealed envelope clearly marked **ROOFING CONSULTING SERVICES FOR WILLIAMSON COUNTY FACILITY PROJECTS**, and the RFQ number, **11WCRFQ1009**. If an overnight delivery service is used, the RFQ name and number must be clearly marked on the outside of the delivery service envelope. RFQ response must be addressed to **Williamson County Purchasing Department, Williamson County Inner Loop Annex, Attn: Jonathan Harris, 301 SE Inner Loop - Suite 106, Georgetown, Texas 78626**.

By submitting the RFQ, the firm certifies that he/she has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for the County and that the County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

Location Directions

Please see **page 4** of this document for a map and directions to the Williamson County Inner Loop Annex.

Williamson County Conflict of Interest Statement

On Tuesday, November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by the County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest. A blank copy of this affidavit, Williamson County Conflict of Interest Statement, can be found on **Page 5** of this RFQ package. Respondents should complete this form and submit it as a part of their response to this RFQ.

Williamson County Inner Loop Annex

Address:

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

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

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

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

From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

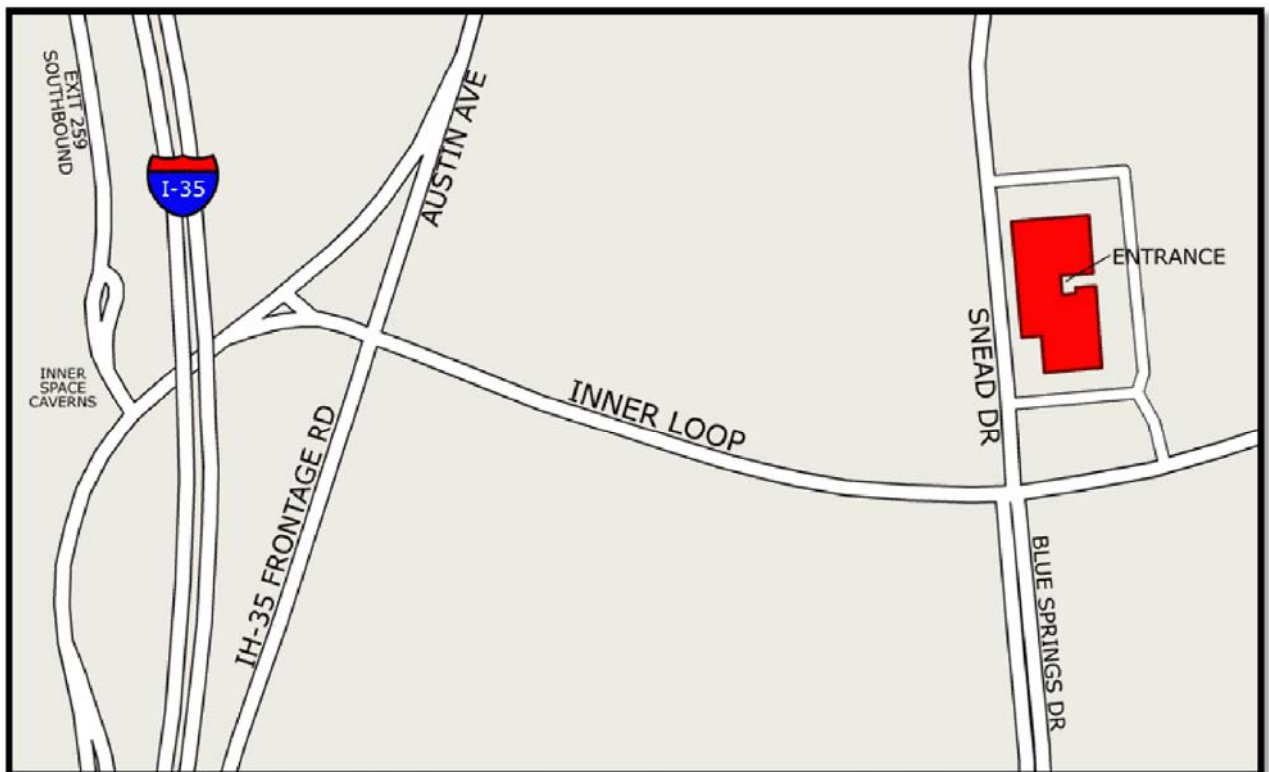
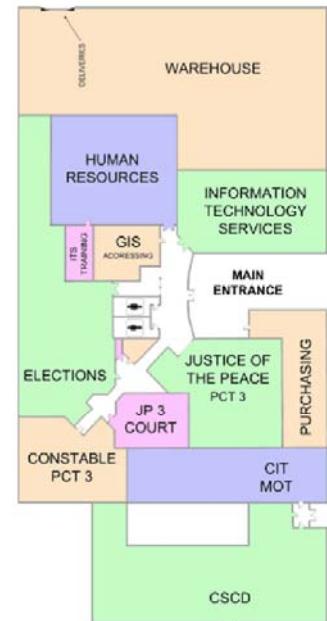
At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

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

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

INNER LOOP ANNEX FLOOR PLAN





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)

Commissioners Court - Regular Session**43.****Meeting Date:** 08/16/2011

Agreement with Adam Heath Construction

Submitted For: Gary Wilson**Submitted By:**Patrick Strittmatter,
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Agenda Item

Consider approving an agreement with Adam Heath Construction to construct work stations at the Cedar Park Annex.

Background

AttachmentsAdam Heath Agreement**Form Review****Inbox**
County Judge Exec Asst.

Form Started By: Patrick Strittmatter

Reviewed By
Wendy Coco

Final Approval Date: 08/12/2011

Date
08/12/2011 03:24 PM
Started On: 08/08/2011 04:21 PM



Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Adam Heath Construction ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of work stations at Cedar park, as described below (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of four thousand eight hundred fifty (\$ 4850⁰⁰) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

Match existing work stations at Round Rock Annex

Additional Work: Should Owner choose to add additional Work, such additional Work shall be described in a separate written amendment to this Agreement wherein the additional Work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional Work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional Work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 COMPLETION: The Work shall be fully and finally completed within 30 calendar days from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Contractor shall commence the Work upon instruction to do so from the Owner. Owner shall, at its sole discretion, determine when the Project has been fully and finally completed to its satisfaction.

ARTICLE 5 PAYMENT: Contractor shall receive one lump sum payment of the Contract Price upon final completion of the Project.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures. Contractor's duties as set forth herein shall at no

time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.2 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.3 Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.4 Owner will not be providing or carrying any insurance coverage in relation to the Work performed on this Project. Thus, Contractor shall not commence work under the Agreement until it has obtained, at its sole cost, insurance coverage that sufficiently protects Contractor, its employees and Owner from general and personal liability.

6.5 In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity. In such case, the Contractor shall provide worker's compensation insurance coverage for its employees, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project and provide Owner with a certificate evidencing such coverage is in place prior to beginning any of the Work hereunder.

ARTICLE 7 INDEMNITY

7.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY

EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

8.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

8.3 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

8.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

8.5 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

8.6 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

8.7 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.

8.8 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

8.9 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

8.10 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.11 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement.

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

CONTRACTOR:

A yellow rectangular box containing a handwritten signature in black ink, which appears to read "Adam Heath Construction".

By: _____

Printed Name: _____

Title: _____

Date: _____

By: Adam Heath Construction

Printed Name: Adam Heath

Title: owner

Date: 8/5/2011

Commissioners Court - Regular Session

44.

Meeting Date: 08/16/2011

Agreement with Baer Engineering

Submitted For: Dwayne Gossett

Submitted By:

Patrick Strittmatter,
Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Agenda Item

Consider approving an agreement with Baer Engineering and Environmental Consulting, Inc. to provide asbestos and lead consulting services for the Johnson Almquist House site and its four property structures in Hutto, TX.

Background

Attachments

[Baer Engineering Agreement](#)

Form Review

Inbox
County Judge Exec Asst.

Form Started By: Patrick Strittmatter

Reviewed By
Wendy Coco

Final Approval Date: 08/12/2011

Date
08/12/2011 03:24 PM
Started On: 08/10/2011 02:19 PM



Baer Engineering
and Environmental Consulting, Inc.

August 9, 2011

Williamson County
Facilities Maintenance Department
3101 S.E. Inner Loop
Georgetown, Texas 78628

Sent via electronic mail to dgossett@wilco.org

Attention: Mr. Dwayne Gossett

Reference: PROPOSAL FOR ASBESTOS AND LEAD CONSULTING SERVICES
Johnson Almquist House, 2800 FM 1660, Hutto, Texas 78634
Baer Engineering Proposal No. 111060-5.010, Exhibit A

Dear Mr. Gossett:

Baer Engineering and Environmental Consulting, Inc. (Baer Engineering) is pleased to submit this proposal to perform asbestos and lead consulting services of the Johnson Almquist House (Site) located in ~~Georgetown~~, Texas. This proposal is based on information provided by you and our experience with similar projects.

Hutto P.S.

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

PROJECT INFORMATION

We understand that the Site is comprised of four structures totaling approximately 7,400 square-feet. All structures on the site are planned to be demolished. The purpose of the survey is to provide documentation of the presence or absence of asbestos-containing materials (ACMs) and/or lead concentrations in painted components for demolition.

SCOPE OF SERVICES

Asbestos Materials Survey

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

Experienced personnel licensed by the Texas Department of State Health Services (DSHS), will conduct the asbestos materials survey and sampling. The inspector will identify suspected ACMs and collect samples in accordance with the TAHPR. We will assess all structures to be demolished and collect representative samples of homogenous materials.

The material samples will be submitted to a DSHS-licensed laboratory and will be analyzed for the presence of asbestos utilizing Polarized Light Microscopy (PLM) in accordance with the

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United States Environmental Protection Agency's (EPA) "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116, July 1993).

Lead-Based Paint Survey

Since the construction date of the Site is unknown, Baer Engineering cannot determine whether the structures on the property can be classified as target housing by definition. Consequently, we will collect and submit paint chips to provide documentation of the presence or absence of lead concentrations in painted components. A representative number of building components (for example: interior / exterior walls, window sills, doors, window and door frames, hand rails, etc.) will be tested.

The need to determine the lead content of paint at the Site is driven by the Occupational Safety and Health Administration (OSHA) General Industry Standards for Lead (29 CFR 1910.1025) and Lead Exposure in Construction (29 CFR 1926.62). The OSHA standards address airborne lead exposures during work involving lead, and require worker protection for those involved with activities that could potentially create airborne lead dust. Additionally, the EPA and Texas Commission on Environmental Quality (TCEQ) have requirements regarding the handling and disposal of lead-containing waste. We understand the purpose of our services is to provide documentation of lead concentrations associated with materials that will be demolished.

REPORTING

Baer Engineering will prepare a consolidated written report to document the asbestos and lead survey findings. Our report will detail background information, purpose and scope of the survey, survey procedures, and findings.

Asbestos

The report will include the following asbestos components:

- A list of homogeneous areas;
- A list of analyzed material samples;
- A list of material samples that were identified as asbestos-containing;
- A sketch indicating the locations of identified ACM;
- Quantity estimates of each identified ACM;
- Photographs of each identified ACM;
- Laboratory analysis reports; and
- Recommendations.

Lead

The report will include the following lead components:

- ▲ A list of paint chip locations accompanied with a paint description,
- ▲ Locations of identified lead concentrations in the paint by building component (e.g., wall, door frame, window sill, etc)
- ▲ A sketch indicating the locations of identified components containing lead paint;
- ▲ Photographs of identified components containing lead paint;
- ▲ Laboratory analysis reports;
- ▲ A summary of educational materials prepared by the EPA and OSHA; and
- ▲ Recommendations.

The information obtained from the asbestos and lead services can be utilized with specific demolition plans to develop abatement plans, if necessary. The scope of our proposed services does not include development of abatement plans and or specifications. Baer Engineering can, however, provide these services and will submit a written proposal for your approval, if requested.

TIME AND FEE INFORMATION

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

Field survey	\$ 850
Laboratory analysis - ACM (up to 90 samples)	\$ 900
Laboratory analysis - LBP (up to 30 samples)	\$ 300
Report, project management, equipment, and expenses	<u>\$ 1,650</u>
Total:	\$ 3,700

Our service fee includes expenses for one inspector to perform the site survey work during a 1 and a ½ day site visit (including travel time) without access delays. Our service fee also includes analysis of up to 90 material samples for asbestos by PLM analysis. Additional sample PLM analysis, if necessary, will be billed at an additional fee of \$10 per sample. Normal turnaround time for laboratory analysis is 5-10 working days. Priority analysis of the samples to receive results within 1-2 days, if requested, will be an additional fee of \$5 per sample. Our service fee also includes analysis of up to 30 material samples for paint chip analysis. Additional sample paint chip analysis, if necessary, will be billed at an additional fee of \$10 per sample. We will provide a verbal report of the findings upon receipt of the laboratory analysis. Requests for additional services, beyond the scope of services presented in this proposal, will be based on the time required and expenses incurred in accordance with the attached schedule of fees. We will not perform additional services without your prior authorization.

SURVEY QUALIFICATIONS

Baer Engineering will observe existing conditions at the Site using generally accepted procedures and will provide a general description of the materials observed during our inspection. There is always a possibility that conditions at some locations may be different from those at areas targeted during our inspection.

Concealed materials that exist inside walls and other building cavities as well as behind interior and exterior finishes may not be detected if there are no visible indications that such materials are present. Baer Engineering will attempt to locate hidden materials, based upon the inspector's professional judgment of where such materials may likely exist. However, please be aware that it may not be possible to identify all concealed materials, given the time and budget allowed for this project.

Additional asbestos sampling and lead testing may be necessary if demolition activities uncover concealed suspect materials. The analysis of the paint chip samples and asbestos samples performed and obtained, with respect to the presence and amount of lead and asbestos, if any, is limited to that for the discrete area and quantity of material sampled, or paint tested, at that particular location. Different analytical results may be obtained at adjacent areas due to variations in the material type and consistency.

AUTHORIZATION

The services addressed above will be performed in accordance with our existing Professional Services Contract. Our work product will be prepared on the behalf of and for the exclusive use of Williamson County and its agents.

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

Respectfully submitted,
BAER ENGINEERING AND ENVIRONMENTAL CONSULTING, INC.



Stephanie Ashley
Senior Scientist

Attachments: 2011 Schedule of Fees

2011 SCHEDULE OF FEES
BAER ENGINEERING AND ENVIRONMENTAL CONSULTING, Inc.

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

INDUSTRIAL HYGIENE

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

TECHNICAL SUPPORT

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

ADMINISTRATIVE SUPPORT

Administrative Assistant	50.00
Clerical Assistant	45.00

Charges will be made at the rates listed above for time spent in project management, consultation or meetings related to the project, conducting field surveys, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

Time spent on projects in litigations, in depositions, and providing expert testimony will be charged at the standard rate times: 1.5

Technician and Support Personnel time for work over 8 hours per day and on holidays, Saturday and Sunday will be charged at the standard rate times: 1.5

EXPENSES

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

PROFESSIONAL SERVICES CONTRACT Asbestos/Lead Investigation or Abatement Projects

1. **THE AGREEMENT.** This agreement is made by and between Baer Engineering & Environmental Consulting, Inc., (hereafter Baer Engineering or Baer) and Williamson County (hereinafter referred to as "Client). The agreement between the parties consists of this Agreement together with any attachments and exhibits mentioned herein. Together, these documents will constitute the entire agreement superseding any and all prior dealings and understandings. Any modifications of this Agreement must be mutually agreed to in writing.
2. **PROJECTS.** Client engages Baer Engineering to perform professional environmental consulting services for a variety of projects to be determined by Client during the term of this Agreement.
3. **SCOPE OF SERVICES.** A detailed "Scope of Services" document, with a cost estimate, is presented in a written proposal accompanying this agreement herein after referred to as Exhibit A. The Scope of Services document for each project will be differentiated by date or by a letter or number. Changes to the Scope of Services must be mutually agreed to in writing. Services not set forth in a Scope of Services document are excluded from the scope of Baer's services and Baer shall have no responsibility to perform them. If however, Client agrees to compensate Baer Engineering for services that are outside the Scope of Services, and Baer agrees to perform them, then such compensation is to be made based on Baer Engineering's prevailing fee schedule and expense reimbursement policy, as detailed in Exhibit A.
4. **DEFINITIONS.** As used throughout this Agreement, certain terms should be understood to have the following meanings:
 - A) "Claim" - shall mean claims that are legally enforceable and includes liabilities for all manner of losses, injuries, costs, expenses, and interest.
 - B) "Construction" - shall mean not only construction, but also includes demolition and abatement.
 - C) "Instruments of Service" - shall include what are commonly called "the Contract Documents," as well as any other reports, plans, specifications, and computer files prepared by Baer Engineering pursuant to its performance under this Agreement.
 - D) "Law" - shall mean any type of law, including statutes, regulations, ordinances, codes, rules, case law, court orders, or administrative agency orders.
 - E) "Negligent" or "Negligence" - Except where explicitly otherwise stated, in addition to its common law definition, for the purposes of brevity the term "negligence" is meant to also include intentional misconduct of Baer employees to the extent their acts are within the scope of their employment.
5. **COMPENSATION.** Client agrees to compensate Baer Engineering timely in the amounts and at the rates set forth in Exhibit A.
6. **STANDARD OF CARE.** Baer Engineering will strive to perform the services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty or guarantee, express or implied, made in connection with the providing of these services. Client recognizes that site or building structure conditions may vary from those observed at locations where samples are collected, and that site conditions may change with time. Data, interpretations, and recommendations by Baer Engineering will be based solely on information available to Baer Engineering. Baer Engineering is responsible for its data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed, or for the accuracy of information provided by others.
7. **INSURANCE.** Baer Engineering represents that it maintains the following insurance coverage:
Type/Limits
Worker's Compensation and Employers' Liability /Statutory
General Liability /\$1,000,000 per occurrence/\$1,000,000 aggregate
Automobile Liability /\$1,000,000 per person/\$1,000,000 per occurrence
Professional Liability /\$1,000,000 claims made/\$1,000,000 aggregate

If Client desires additional insurance coverage, Baer Engineering will obtain said coverage (if procurable) at Client's expense, to protect Baer Engineering and Client, upon written notice to Baer specifying the types and amounts of coverage(s) desired.
8. **LIMITATION OF LIABILITY.** Baer is not an insurer, and will not accept a liability that is out of proportion to the income generated by a particular project. THEREFORE, AS A FUNDAMENTAL TERM OF THIS CONTRACT, CLIENT AGREES THAT BAER ENGINEERING'S LIABILITY, (and that of its officers, directors, employees, agents, and subcontractors) TO CLIENT OR ANY THIRD PARTY DUE TO NEGLIGENT PROFESSIONAL ACTS, ERRORS, OR OMISSIONS OR FOR BREACH OF THIS CONTRACT SHALL BE LIMITED TO AN AGGREGATE OF \$50,000.00 OR THE TOTAL AMOUNT OF BAER'S CHARGES AND FEES, WHICHEVER IS GREATER. IF CLIENT PREFERS TO HAVE HIGHER LIMITS OF LIABILITY, BAER AGREES TO INCREASE

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

9. **INDEMNIFICATION.** When an indemnity is provided for in this Agreement, such indemnity shall extend not only to actual and punitive damages for the claim itself, but also the costs of defense (e.g., attorney fees and court costs) and similar costs incurred in enforcing the indemnity.

A) Baer Engineering's Indemnities

- i. **Acts of Baer.** Baer Engineering agrees to indemnify and hold Client harmless from and against claims arising directly from the negligent acts and omissions of Baer Engineering in its performance of its contractual obligations, but only to the extent that Baer Engineering is responsible on a comparative basis of fault and responsibility. Such indemnification and liability shall not extend to consequential damages (e.g., loss of use or profits). Nor shall Baer Engineering indemnify Client for damages caused by Client's own negligence, nor for punitive or exemplary damages unless they are assessed against Baer Engineering for an act or omission committed by Baer Engineering.
- ii. **Acts of Subconsultants.** Baer Engineering agrees to indemnify and hold Client harmless from and against claims arising directly from negligent acts and omissions of subconsultants hired by Baer to render professional services under this Agreement; however, Baer will not indemnify for their intentional misconduct.

B) Client's Indemnities

- I. **Acts of Client & Client's Agents.** Client shall defend, indemnify, and hold harmless Baer Engineering and its directors, officers, shareholders, employees, and agents from and against any and all claims which result from or arise out of:
 - (1) acts or omissions of Client, Client's employees, agents, and subcontractors and their employees or agents;
 - (2) changes to Baer Engineering's plans, specifications or other Instruments of Service authorized or allowed by Client, but not approved by Baer in writing.
 - (3) the release of any hazardous substance not caused by Baer; or
 - (4) generation, treatment, or transportation of waste materials not performed by Baer.
- II. **Early Termination.** If Baer Engineering for any reason does not complete all of the services contemplated by this Agreement, it is agreed that Baer will not be responsible for the accuracy, completeness, or workability of the Instruments of Service that were completed or changed by Client or another party. Client therefore agrees to indemnify Baer Engineering from any claim allegedly arising from use of, completion of, or changes made to, the Instruments of Service.
- III. **Exception.** None of Client's indemnities shall apply to a claim that is solely the result of Baer Engineering's negligent act or omission.

10. **WAIVER OF CONSEQUENTIAL DAMAGES.** Neither Baer Engineering nor Client, their respective officers, directors, partners, employees contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver includes, but is not limited to, loss of use or rent, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred for any reason.

11. **NO WARRANTIES.** Both parties agree that no warranties are intended to be made in this Agreement, either expressed or implied. Baer Engineering shall not be required to execute any documents, no matter by whom requested, that would, in Baer's sole opinion, increase Baer's contractual or legal obligations, risks, or the cost of its professional liability insurance. This includes requests to Baer to certify, guarantee, or warrant the existence or absence of conditions that Baer is not able to ascertain. Client agrees not to make resolution of any dispute or payment of any amount due to Baer in any way contingent upon Baer's executing any additional agreement or certification.

12. **CONFIDENTIALITIES**

- A) Baer Engineering shall hold confidential all business or technical information specifically designated as such by Client in writing and obtained from the Client or its affiliates or generated in the performance of this Agreement. If such information is in hardcopy form, Client must stamp it with the word "Confidential." Baer Engineering shall not disclose such information without Client's consent except to the extent required for (i) the performance of this Agreement, (ii) compliance with professional standards of conduct for preservation of public safety, health, and welfare, (iii) compliance with any court order or other governmental directive,

- and/or (iv) protection of Baer Engineering against claims or liabilities arising from performance of this Agreement. Consultants obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.
- B) Notwithstanding the foregoing, it is agreed that Baer Engineering shall, promptly upon notice of the necessity of disclosure of information pursuant to (A)(i) through (A)(iv) above, notify the Client prior to any such disclosure. The Client may contest the requirement for or necessity of any such disclosure provided that such contest shall not subject Baer Engineering to any legal liability, claim, expense, criminal penalty, or prosecution for a crime.
 - C) If Client requests Baer Engineering to report on the past or current qualifications and/or performance of others engaged or being considered for engagement directly or indirectly by the Client, and to render opinions and advice in that regard, then those about whom reports and opinions are rendered may as a consequence initiate claims of libel or slander against Baer. To help create an atmosphere in which Baer can freely and candidly communicate to Client, Client agrees, to the fullest extent permitted by law, to keep the existence and contents of such communications confidential. Should Client, for any reason, disclose such information, then Client will indemnify Baer for any claims that may arise based on the opinions and reports rendered by Baer Engineering to Client.
13. **SITE ACCESS AND CONDITIONS.** If site access is required as part of the services, Client shall indicate to Baer Engineering any limits to access and shall be responsible for the accuracy of such information.
- A) Client shall grant free access to the site for all necessary equipment and personnel. Client shall notify any and all possessors of the project site, whether they be lawfully or unlawfully in possession, that Client has granted to Baer Engineering free access to the project site and Client shall secure permission (and any permits) necessary to allow Baer Engineering free access to the project site at no charge to Baer Engineering.
 - B) Client understands that material sampling and the use of testing equipment, if necessary, may cause some minor property damage at the sampling or test locations and agrees that the correction of such damage is not a responsibility of Baer Engineering unless specifically included in the written scope of services.
 - C) Client will make available to Baer Engineering all information regarding existing and proposed conditions at the site. The information shall include, but not be limited to, architectural and/or engineering drawings of the project, building construction materials specifications, field or laboratory tests, and written reports. Client will immediately transmit to Baer Engineering any new information that becomes available or any change in plans.
14. **BILLINGS AND PAYMENT.**
- A) Fees and all other charges will be billed monthly as the services progress, and the net amount shall be due 30 days after the time of billing. If Client objects to all or any portion of any invoice, Client will notify Baer Engineering in writing within fourteen (14) calendar days of the invoice date, state the reason(s) for disagreement, and pay when due that portion of the invoice that is not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, Client agrees to pay the balance due as shown on the invoice.
 - B) Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1.5 percent (1.5%) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including attorneys fees) in connection with collection of any delinquent amount will be paid by Client to Baer Engineering per Baer Engineering's then prevailing fee schedule and expense reimbursement policy. In the event Client fails to pay Baer Engineering within sixty (60) days after invoices are sent, Client agrees that Baer Engineering will have the right to consider failure to pay the Baer Engineering invoice as a breach of this Agreement, and stop work on the project. The parties agree that any failure of Baer Engineering to aggressively pursue remedies for such a breach, shall not be considered to be a waiver of its rights to pursue its remedies for the breach at a later time, or considered as a waiver of its right to expect timely payment of subsequent invoices.
15. **RISK ALLOCATION.** Client acknowledges and accepts the risk that:
- A) Site conditions such as remodeling of structures, substitutions of construction building materials, and other conditions can vary from those encountered at the times and locations where data on them were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site;
 - B) Governmental regulations relating to the environment, hazardous substances, asbestos, or other waste may change with time and may purport to require achievement of results that cannot be accomplished in an absolute sense (e.g., the construction of and entirely impermeable containment). Baer Engineering agrees to use reasonable professional efforts to comply with all laws applicable to its work that are in effect as of the date of this Agreement;

- C) Projects such as those involving abatement of asbestos and lead, may not perform as anticipated by Client, even if Baer Engineering's services are performed in accordance with Paragraph 6.
16. **LATENT HAZARDS.** Discovery of Unanticipated Hazardous or Toxic Materials.
- A) Hazardous or toxic materials may exist at the site or on portions of the site where there is no reason to believe they could or should be present. In regard to them:
- Baer Engineering and Client agree that the discovery of such materials where they are not anticipated constitutes a changed condition mandating a re-negotiation of the Scope of Services or termination of services. Baer Engineering and Client also agree that the discovery of unanticipated hazardous or toxic materials may make it necessary for Baer Engineering to take immediate measures to protect human health and safety and/or the environment. Client agrees to compensate Baer Engineering for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous or toxic materials.
 - Baer Engineering agrees to notify Client when unanticipated hazardous or toxic materials or suspected hazardous or toxic materials are encountered. Client agrees to consult legal counsel of its own choosing to determine Client's duty to make disclosures required by law to appropriate governing agencies. Client also agrees to hold Baer Engineering harmless for any and all consequences of disclosures made by Baer Engineering that are required by law. If Client fails to disclose information to appropriate authorities, Client agrees to hold Baer Engineering harmless for any and all consequences of non-disclosure.
 - In the event Client does not own the project site, Client recognizes that it is Client's responsibility to inform the property owner of the discovery of unanticipated hazardous or toxic materials or suspected hazardous or toxic materials.
17. **OWNERSHIP AND DISPOSAL OF CONTAMINATED MATERIALS AND EQUIPMENT**
- A) Any hazardous waste, substances, or materials shall at all times be and remain Client's property. It is not part of Baer's duties under this Contract to arrange for the disposal, treatment, or transport of hazardous waste materials. Baer will provide to Client the Texas Commission for Environmental Quality (TCEQ's) list of approved disposal contractors, and assist Client in calculating the cost of disposal with any disposal contractor(s) chosen by Client. Client understands that it has the sole responsibility to make all decisions regarding the proper manner and means of waste disposal, and agrees to secure the advice of legal counsel of Client's choice in making its decisions.
- B) Samples will be disposed of at Client's cost in a proper manner according to applicable laws governing the handling, transport, and disposal of such sampled materials sixty (60) days after submission of a report covering those samples. At all times, any and all right title, and responsibility for samples shall remain with Client; under no circumstances shall this Agreement be construed or interpreted to create any right title, interest, or responsibility for such samples by Baer Engineering. At Client's direction, samples will be returned to Client for final disposition. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- C) All laboratory and field equipment contaminated in performing the work and which cannot be reasonably decontaminated shall become the property and responsibility of Client, unless equipment is contaminated because of Baer Engineering's failure to use reasonable care. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment that cannot be reasonably decontaminated.
18. **DATA PROVIDED BY CLIENT OR OTHERS.** It is agreed that Baer Engineering will not be held responsible for the quality or accuracy of data, nor the acquisition or sampling programs or methods from which the data were developed, where such data is provided by or through Client or third parties to Baer Engineering and upon which Client desires Baer Engineering to rely, in whole or in part. Such data includes, but is not limited to, architectural and/or engineering drawings of the project, building construction materials specifications, reports, calculations, designs, drawings, surveys, maps, etc. If Client has provided the information, then Client agrees to assume responsibility for any liability that may result if the information is not correct.
19. **CONTINUITY.** Client acknowledges that it is customary for Baer Engineering to be responsible for preparing and furnishing drawings, specifications, and other documents that are to be utilized during the bidding, construction, and/or field work phases of a remediation Project: (i) to interpret, clarify, and modify the same as circumstances may dictate; (ii) to adjust the same to accommodate substitution of materials and equipment as proposed by bidders and contractor(s); (iii) to conform same with approvals of shop drawings and sample submittals; and (iv) to correct for inconsistencies or irregularities in the documents. Therefore:
- A) If Baer Engineering is not retained to provide such services during the bidding, construction, and/or field work phases of Client's Project, Baer Engineering will not be responsible for claims arising out of any interpretation, clarification, substitution acceptance, shop drawing, sample approval, or modification of construction documents. Baer shall have no responsibility for any portion of any project designed by Client's other consultants, nor shall Baer be required to check or verify other consultants' construction documents;

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

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

20. CONSTRUCTION OBSERVATION.

- A) The purpose of Baer Engineering's presence at the site(s) is to enable Baer to provide for Client a greater degree of assurance that the completed work of contractor(s) do in fact generally conform to the contract documents. On the other hand, it is understood that, during such visits or as a result of such field observations, monitoring, and/or testing of contractor(s)' work-in-progress, Baer will not have authority to supervise, direct, or control contractor(s)' work. Baer is there only to report to Client what Baer believes is compliance or non-compliance with the contract documents. Thus, it is agreed that Baer Engineering shall have no responsibility for the means, methods, techniques, sequences, or procedures selected by the contractor(s), for the safety precautions and programs chosen by the contractor(s) or for any failure of the contractor(s) to comply with any laws applicable to the work being performed by the contractor(s).
- B) It is understood and agreed that if Baer Engineering's basic services under this Agreement do NOT include project observation or review of Contractors' performance or any other construction phase services, that such services will be provided by Client or others hired by Client. Client therefore assumes responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against Baer Engineering that may be in any way connected thereto. Furthermore, Client agrees to indemnify Baer Engineering from any claim arising or resulting from the performance of such services by others and from claims arising from modifications, clarifications, interpretations, adjustments, or changes to the Contract Documents. If Client requests in writing that Baer Engineering provide any specific construction phase services, Client and Baer must reach a mutually agreeable contract.

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

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

23. DOCUMENTS.

- A) Instruments of Service shall remain the property of Baer Engineering. Baer shall retain all common law, statutory, and other reserved rights, including the copyright thereto. Client may use such documents only in connection with the particular project for which such documents were prepared.
- B) Instruments of Service shall become the property of Client only if specifically stated in Exhibit A. However, use by others or use for any other purpose or project, without written verification or adaptation by Baer Engineering, will be at the Client's or other's sole risk and liability. Client shall indemnify and hold Baer Engineering harmless from all claims arising out of use of Baer's documents on other projects or by third parties.
- C) Baer Engineering agrees to maintain all Instruments of Service as is or on microfilm, except for samples and specimens, for a minimum period of two years after completion of its services. When the Instruments of Service shall become the property of the Client, the Client shall specify in writing to the President of Baer Engineering if it desires to acquire possession of the Instruments of Service at any time before the end of the two year period; if so requested, Baer will furnish them to Client and will be under no further obligation to continue to maintain them.

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

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

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

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

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

35. **GOVERNING LAW AND SURVIVAL**

A) The law applicable to any adjudication of disputes arising hereunder shall be the law of the State of Texas.

B) If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. It is agreed that limitations of liability and indemnities shall survive termination of this Agreement.

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

Project Name (Project): Asbestos and Lead Consulting Services - Johnson Almquist House	
Project Location (Site): Hutto, Texas	
<u>CLIENT INFORMATION</u>	<u>BAER ENGINEERING INFORMATION</u>
Project ID:	Project Number: 111060.01
Name: Williamson County Facilities and Maintenance Dept.	Baer Engineering and Environmental Consulting, Inc.
Address: 3101 S.E. Inner Loop	7756 Northcross Drive, Suite 211
City, State, Zip: Georgetown, TX 78628	Austin, Texas 78757
Telephone:	512.453.3733 Toll Free 800.926.9242
FAX:	Fax 512.453.3316 www.baereng.com
<u>PROJECT REPRESENTATIVES CONTACT INFORMATION</u>	
Project Principal:	Project Principal: Rosemary Wyman – rwyman@baereng.com
Project Manager: Mr. Dwayne Gossett	Project Manager: Stephanie Ashley – sashley@baereng.com
dgossett@wilco.org	

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


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

_____ day of _____, 2011.

Client or Authorized Representative:

Title: County Judge

Baer Engineering:



Title: President

Commissioners Court - Regular Session

45.

Meeting Date: 08/16/2011

Grant Contract - Victim Coordinator

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Agenda Item

Discuss and take appropriate action regarding Grant Contract between the Office of the Attorney General and the Williamson County District Attorney's Office for the purpose of the Victim Coordinator and Liaison Grant.

Background

Attachments

[Grant Contract for Victim Coordinator](#)

Form Review

Form Started By: Peggy Vasquez

Started On: 08/12/2011 11:35 AM

Final Approval Date: 08/12/2011

**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
WILLIAMSON COUNTY DISTRICT ATTORNEY'S OFFICE**

OAG Contract No. 1227123

This contract is executed between the Office of the Attorney General (OAG) and Williamson County District Attorney's Office (GRANTEE) for certain grant funds. The Office of the Attorney General and Williamson County District Attorney's Office may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the Victim Coordinator and Liaison Grant (VCLG) program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies. It is intended that the grants will be awarded through a competitive selection and allocation process taking into consideration, among other criteria, the number of victims that may be served by a program. The purpose of this grant contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services. In general, and subject to the limitations of each specific grant contract with each VCLG Grantee, VCLG grant contracts awarded must be used for victim-related services or assistance.

SECTION 2 TERM OF THE CONTRACT

This contract shall begin on September 1, 2011 and shall terminate August 31, 2012, unless it is terminated earlier in accordance with another provision of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

SECTION 3 GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with the OVAG/VCLG FY 2012-2013 Grant Application Kit. GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2012-2013 Grant Application Kit ("Application Kit") if not supplemented, amended or adjusted by the OAG, as acknowledged by GRANTEE.

3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions. The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached Exhibit A. The final Narrative, as submitted by GRANTEE, and as further modified by the OAG, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

SECTION 4 GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials

received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August. Accordingly, quarterly statistical reports, for each quarter, are due on or before December 30, 2011, March 30, 2012, June 30, 2012, and continuing until the last quarterly statistical report which is due on or before September 30, 2012. If this contract is extended, the quarterly statistical reports are likewise extended.

Contents of Quarterly Statistical Reports. The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

- a. Targets as established by the OAG;
- b. Outputs and Outcomes as established by the OAG; and
- c. Program Impact Narratives.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by

GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.3 Financial Matters

4.3.1 Grant Budget. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget as established in this contract.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. Grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A financial status report is required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2011 and, if this contract is extended, October 15, 2011, GRANTEE will submit fiscal year end required reports.

a. Record of Reimbursement. GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.

b. Equipment Inventory Report. GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit – “timely” means on or before May 31, 2012 and, if this contract is extended, on or

before May 31, 2013 for a grantee whose fiscal year ends on August 31 of each year; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close-Out Invoice.

GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20th) day of each month, or if the 20th falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to

repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5 OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Reimbursement of Grantee Expenses. The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds as stated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of

the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for the purpose of this grant program, or if the appropriated funds made for the purposes of this grant program, are deemed, in the sole discretion of the OAG, required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6 TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

SECTION 7 AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to the OAG for all work related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily

activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. GRANTEE shall grant access to and make available copies of all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with the applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8 SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@oag.state.tx.us

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@oag.state.tx.us

SECTION 9

CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10 GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable OMB circulars, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

SECTION 11 SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of their contractors shall be considered to be solely the employees or agents of GRANTEE or the contractors. GRANTEE or contractors shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties and GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of their actions or performance under this contract. GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of

this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment. In the event OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract to the extent compliance is needed to support GRANTEE's compliance with this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

11.8 No Grants to Certain Organizations. GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this

contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

11.11 Limitation on Civil Legal Services Providers. If GRANTEE is a provider of civil legal services to victims of crime, and if the purpose of the grant funds is to provide legal services to victims of crime, GRANTEE shall comply with the following:

11.11.1 Services to Indigent Clients. GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims and claimants are defined in Article 56.32 of the Code of Criminal Procedure.

11.11.2 Eligibility Screening. GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to the documents at any reasonable time.

11.11.3 No Cases Resulting in Fees. Grant funds to organizations to provide legal services to the victims of crime, immediate family members or claimants in civil matters shall not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions of may not be applicable in any case where GRANTEE determines in good faith that the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason which the organization, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

11.11.4 Other Restrictions. Grant funds shall not be used to directly fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue. Grant funds shall not be used to sue or otherwise support a cause of action, claim, or defense against the State of Texas or the Office of the Attorney General, except as specifically provided below.

Grant funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Human Resources Code, food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government directly to an indigent individual, but not to support a claim for actual or punitive damages.

Grant funds shall not be used to support any legal action seeking to establish, obtain or appeal Compensation for Crime Victims payments as administered by the Office of the Attorney General.

11.11.5 Cooperation and Collaboration. GRANTEE will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim related services.

11.11.6 Professional Conduct. In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys and should exercise reasonable prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter.

11.11.7 Retainer Agreements and Private Referrals. Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), each grantee shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from the grantee. For cases that are referred by grantees to private attorneys, the grantee shall make available to the accepting attorney a standard form retainer agreement which may be modified based on agreement between the attorney and client.

The OAG, at its sole discretion, may further limit, authorize or define the scope of permitted legal services by GRANTEE.

SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits reflect the

entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY
GENERAL**

Printed Name: _____
Office of the Attorney General

Date: _____

**WILLIAMSON COUNTY DISTRICT
ATTORNEY'S OFFICE**

Printed Name: _____
Authorized Official

Date: _____

EXHIBIT A

**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND WILLIAMSON COUNTY DISTRICT ATTORNEY'S OFFICE**

OAG Contract No. 1227123

Maximum Liability of the OAG. The OAG and GRANTEE stipulate and agree that the total liability of the OAG to GRANTEE directly or indirectly arising out of this contract and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance herein, shall not exceed the following:

**THIRTY-NINE THOUSAND SEVEN HUNDRED FOUR AND 00/100 (\$39,704)
DOLLARS.**

Budget. Subject to the limitations within this contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	State Fiscal Year 2012
Personnel	\$27,443
Fringe Benefits	\$12,261
Professional & Consultant Services	\$0
Travel	\$0
Equipment	\$0
Supplies	\$0
Other Direct Operating Expenses	\$0
Total	\$39,704

EXHIBIT B

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND WILLIAMSON COUNTY DISTRICT ATTORNEY'S OFFICE

OAG Contract No. 1227123

GRANT NARRATIVE

Only the FY 2012 portion of the final Narrative applies to this contract as submitted by GRANTEE, and as further modified by the OAG:

The grant funds will be used to hire a new Victim Assistant Coordinator. This new VAC will work inside the District Attorney's office alongside Intake Prosecutors. Due to a high caseload, immediate contact with victims is currently not available. A new VAC will be able to meet the needs of our caseload by initiating early contact. The Victim Assistant Coordinator will inform the victim of their rights and the resources available to them. The VAC will stay in contact with the victim during the pre-indictment phase and provide other duties governed under Crime Victims' Rights. This early intervention will allow the victim to stay informed of the disposition of their case and ensure that the victim's voice is heard by the prosecuting attorneys.

Early contact with victims of crime is the most important aspect of our project's goal. It will:

- Increase early victim restoration.

- Keep contact information current.

- Reduce the number of Affidavits of Non-Prosecution filed.

- Asses and expedite the victim's case in a timely manner.

- Strengthen the victim's relationship with the District Attorney's Office.

EXHIBIT C

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND WILLIAMSON COUNTY DISTRICT ATTORNEY'S OFFICE

OAG Contract No. 1227123

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- Provide the most recent Annual Independent Financial Audit or Single Audit.
- Submit revised job description to match title on budget.

Commissioners Court - Regular Session

46.

Meeting Date: 08/16/2011

FY 2012 Employer Contribution Rate & 11/1/2011 Employee/Retiree Contribution Rates

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Agenda Item

Discuss and take appropriate action regarding FY 2012 Employer Contribution Rate & 11/1/2011 Employee/Retiree Contribution Rates and Plan Design.

Background

Attachments

2012 Proposed Option 1

Form Review

Form Started By: Peggy Vasquez

Started On: 08/12/2011 03:13 PM

Final Approval Date: 08/12/2011

Option 1

Williamson County Medical, Dental and Vision Plan Rates

2012 Rates go into effect on November 1, 2011

Monthly County and Employee/Retiree Rates

	2011 Current <u>Williamson</u> <u>County</u> Contribution Rate	2011 Current <u>Employee</u> Rate	2012 Proposed <u>Williamson</u> <u>County</u> Contribution Rate	2012 Proposed <u>Employee</u> Rate	Amount of Increase to <u>Employee</u> Rate	2012 Proposed <u>Employee</u> <u>Non</u> <u>Tobacco</u> Rate	Amount of Increase to <u>Employee</u> Rate
Core PPO Plan							
Employee	\$586.10	\$69.00	\$700.00	\$165.90	\$96.90	\$75.90	\$6.90
Employee + Spouse	\$586.10	\$189.00	\$700.00	\$387.90	\$198.90	\$207.90	\$18.90
Employee + Child(ren)	\$586.10	\$160.00	\$700.00	\$266.00	\$106.00	\$176.00	\$16.00
Employee + Family	\$586.10	\$260.00	\$700.00	\$466.00	\$206.00	\$286.00	\$26.00
Deductible PPO Plan							
Employee	\$586.10	\$5.00	\$700.00	\$95.50	\$90.50	\$5.50	\$0.50
Employee + Spouse	\$586.10	\$65.00	\$700.00	\$251.50	\$186.50	\$71.50	\$6.50
Employee + Child(ren)	\$586.10	\$55.00	\$700.00	\$150.50	\$95.50	\$60.50	\$5.50
Employee + Family	\$586.10	\$107.00	\$700.00	\$297.70	\$190.70	\$117.70	\$10.70
EPO Plan							
Employee	\$586.10	\$176.00	\$700.00	\$283.60	\$107.60	\$193.60	\$17.60
Employee + Spouse	\$586.10	\$392.00	\$700.00	\$611.20	\$219.20	\$431.20	\$39.20
Employee + Child(ren)	\$586.10	\$329.00	\$700.00	\$451.90	\$122.90	\$361.90	\$32.90
Employee + Family	\$586.10	\$502.00	\$700.00	\$732.20	\$230.20	\$552.20	\$50.20
Dental Low Plan							
Employee	\$0.00	\$29.00	\$0.00	\$32.00	\$3.00	\$32.00	\$3.00
Employee + Spouse	\$0.00	\$54.00	\$0.00	\$59.00	\$5.00	\$59.00	\$5.00
Employee + Child(ren)	\$0.00	\$60.00	\$0.00	\$66.00	\$6.00	\$66.00	\$6.00
Employee + Family	\$0.00	\$66.00	\$0.00	\$73.00	\$7.00	\$73.00	\$7.00
Dental High Plan							
Employee	\$0.00	\$40.00	\$0.00	\$44.00	\$4.00	\$44.00	\$4.00
Employee + Spouse	\$0.00	\$74.00	\$0.00	\$82.00	\$8.00	\$82.00	\$8.00
Employee + Child(ren)	\$0.00	\$82.00	\$0.00	\$90.00	\$8.00	\$90.00	\$8.00
Employee + Family	\$0.00	\$91.00	\$0.00	\$100.00	\$9.00	\$100.00	\$9.00
Vision							
Employee	\$0.00	\$13.50	\$0.00	\$14.00	\$0.50	\$14.00	\$0.50
Employee + Spouse	\$0.00	\$27.00	\$0.00	\$28.00	\$1.00	\$28.00	\$1.00
Employee + Child(ren)	\$0.00	\$24.75	\$0.00	\$26.00	\$1.25	\$26.00	\$1.25
Employee + Family	\$0.00	\$36.00	\$0.00	\$38.00	\$2.00	\$38.00	\$2.00

Semi-Monthly Pay Period Employee Rates

	2011 Current <u>Employee</u> PP Rates	2012 Proposed <u>Employee</u> PP Rates	Amount of Increase Per Pay Period	2012 Proposed <u>Employee</u> PP Rates Non Tobacco	Amount of Increase Per Pay Period
Core PPO Plan					
Employee	\$34.50	\$82.95	\$48.45	\$37.95	\$3.45
Employee + Spouse	\$94.50	\$193.95	\$99.45	\$103.95	\$9.45
Employee + Child(ren)	\$80.00	\$133.00	\$53.00	\$88.00	\$8.00
Employee + Family	\$130.00	\$233.00	\$103.00	\$143.00	\$13.00
Deductible PPO Plan					
Employee	\$2.50	\$47.75	\$45.25	\$2.75	\$0.25
Employee + Spouse	\$32.50	\$125.75	\$93.25	\$35.75	\$3.25
Employee + Child(ren)	\$27.50	\$75.25	\$47.75	\$30.25	\$2.75
Employee + Family	\$53.50	\$148.85	\$95.35	\$58.85	\$5.35
EPO Plan					
Employee	\$88.00	\$141.80	\$53.80	\$96.80	\$8.80
Employee + Spouse	\$196.00	\$305.60	\$109.60	\$215.60	\$19.60
Employee + Child(ren)	\$164.50	\$225.95	\$61.45	\$180.95	\$16.45
Employee + Family	\$251.00	\$366.10	\$115.10	\$276.10	\$25.10
Dental Low Plan					
Employee	\$14.50	\$16.00	\$1.50	\$16.00	\$1.50
Employee + Spouse	\$27.00	\$29.50	\$2.50	\$29.50	\$2.50
Employee + Child(ren)	\$30.00	\$33.00	\$3.00	\$33.00	\$3.00
Employee + Family	\$33.00	\$36.50	\$3.50	\$36.50	\$3.50
Dental High Plan					
Employee	\$20.00	\$22.00	\$2.00	\$22.00	\$2.00
Employee + Spouse	\$37.00	\$41.00	\$4.00	\$41.00	\$4.00
Employee + Child(ren)	\$41.00	\$45.00	\$4.00	\$45.00	\$4.00
Employee + Family	\$45.50	\$50.00	\$4.50	\$50.00	\$4.50
Vision					
Employee	\$6.75	\$7.00	\$0.25	\$7.00	\$0.25
Employee + Spouse	\$13.50	\$14.00	\$0.50	\$14.00	\$0.50
Employee + Child(ren)	\$12.38	\$13.00	\$0.62	\$13.00	\$0.62
Employee + Family	\$18.00	\$19.00	\$1.00	\$19.00	\$1.00

Commissioners Court - Regular Session**47.****Meeting Date:** 08/16/2011

Executive Session

Submitted By: Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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.
- r) Discuss proposed acquisition of property for right-of-way along CR 170.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/11/2011 11:51 AM
Form Started By: Charlie Crossfield		Started On: 08/11/2011 11:39 AM
	Final Approval Date: 08/11/2011	

Commissioners Court - Regular Session

48.

Meeting Date: 08/16/2011

Economic Development

Submitted For: Mary Clark

Submitted By:

Mary Clark, Commissioner
Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Executive Session

Agenda Item

Discuss economic development issues (EXECUTIVE SESSION as per VTCA Gov't Code Section 551.076
Deliberation regarding economic development project, to-wit Fisher Rosemount Systems, Inc. tax abatement.)

Background

Attachments

Fisher Rosemount MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/11/2011 11:06 AM
Form Started By: Mary Clark		Started On: 08/11/2011 09:06 AM
	Final Approval Date: 08/11/2011	

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made by and between Williamson County, Texas ("County") and Fisher- Rosemount Systems, Inc. ("Fisher").

RECITALS

WHEREAS, Fisher is a process management company interested in locating in Williamson County; and

WHEREAS, Fisher is considering the acquisition of two Class A office buildings located at 1100 West Louis Henna Boulevard, Round Rock, Texas containing approximately 278,860 square feet of office space, with an accompanying parking garage known locally as Frontera Vista (the "Facility"); and

WHEREAS, Fisher is also considering investing approximately \$25 million in building finish-out and personal property; and

WHEREAS, Fisher is considering, if it acquires Frontera Vista, constructing approximately \$25 million of building finish-out; and

WHEREAS, Fisher intends to transfer 750 full-time equivalent employees, including contract workers, to Round Rock by April 1, 2012 and hire an additional 125 full-time equivalent employees, including contract workers, over a three year period, beginning January 1, 2012; and

WHEREAS, the County desires businesses such as Fisher to locate in Williamson County ; and

WHEREAS, the County is willing to consider granting certain incentives to Fisher if it locates in Williamson County; and

WHEREAS, the parties acknowledge that the terms and conditions listed herein are not legally binding against either party, but merely serve as a memorandum of the understanding of the parties;

NOW THEREFORE, the County and Fisher agree to work cooperatively and in good faith to draft and approve future agreements and to develop the Facility in the manner set forth herein.

ARTICLE I GENERAL SCOPE OF FACILITY

- 1.01 The Facility consists of approximately two Class A office buildings of 278,000 square feet, with an accompanying parking garage.

**ARTICLE II
FISHER INTENTIONS**

- 2.01 Fisher will acquire the Facilities on or before July 30, 2011.
- 2.02 Fisher intends to invest approximately \$25 million in facility improvements and personal property.
- 2.03 Fisher intends to transfer 750 full-time equivalent employees and hire 125 full-time equivalent employees, including contract workers, over a three year period, beginning January 1, 2012.

**ARTICLE III
COUNTY INTENTIONS**

3.01 In consideration of Fisher performing as set forth in Article II above, the County will provide equal annual payments to Fisher over a seven year term totaling \$500,000.

**ARTICLE IV
LEGAL EFFECT OF MOU**

This MOU is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this ____ day of _____, 2011.

WILLIAMSON COUNTY, TEXAS

By: _____
Judge Dan A. Gattis

FISHER-ROSEMOUNT SYSTEMS, INC.

By:  _____
Jim Nyquist, President

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made by and between the City of Round Rock, Texas (the "City") and Fisher-Rosemount Systems, Inc. ("Fisher").

RECITALS

WHEREAS, Fisher is a process management company interested in locating in the City;
and

WHEREAS, Fisher is considering the acquisition of two Class A office buildings located at 1100 West Louis Henna Boulevard, Round Rock, Texas containing approximately 278,860 square feet of office space, with an accompanying parking garage known locally as Frontera Vista (the "Facility"); and

WHEREAS, Fisher is also considering investing approximately \$25 million in building finish-out and personal property; and

WHEREAS, Fisher intends to transfer 750 full-time equivalent employees, including contract workers, to Round Rock by April 1, 2012 and hire an additional 125 full-time equivalent employees, including contract workers, over a three year period, beginning January 1, 2012; and

WHEREAS, the City desires businesses such as Fisher to locate in the City ; and

WHEREAS, the City is willing to consider granting certain incentives to Fisher if it locates in the City; and

WHEREAS, the parties acknowledge that the terms and conditions listed herein are not legally binding against either party, but merely serve as a memorandum of the understanding of the parties;

NOW THEREFORE, the City and Fisher agree to work cooperatively and in good faith to draft and approve future agreements and to develop the Facility in the manner set forth herein.

ARTICLE I GENERAL SCOPE OF FACILITY

- 1.01 The Facility consists of two Class A office buildings containing approximately 278,860 square feet of office space, with an accompanying parking garage.

ARTICLE II FISHER INTENTIONS

- 2.01 Fisher intends to acquire the Facility on or before July 30, 2011.
- 2.02 Fisher intends to invest approximately \$25 million in Facility improvements and personal property.

- 2.03 Fisher intends to transfer 750 or more full-time equivalent employees, including contract workers, to the Facility no later than April 1, 2012.
- 2.04 Fisher intends to retain said 750 full-time equivalent employees and hire 125 full-time equivalent employees, including contract workers, over a three year period beginning January 1, 2012.
- 2.05 Fisher intends to generate at least 10,000 hotel/motel nights per year in the City.

ARTICLE III CITY INTENTIONS

3.01 In consideration of Fisher performing as set forth in Article II above, the City intends to enter into one or more economic development incentive agreements containing the following provisions:

- (a) Waiver of City permit fees associated with the building finish out and other applicable new construction permit fees;
- (b) Expedited City approval of required permits;
- (c) A payment by City to Fisher of \$250,000 upon Fisher obtaining the certificate of occupancy from City for the Facility ;
- (d) Equal annual program payments by City to Fisher over a seven year period totaling \$750,000; and
- (e) In consideration of new sales and use taxes sourced to the City from sales generated by Fisher, the City agrees to explore the potential for future sales and use tax revenue sharing opportunities.

ARTICLE IV LEGAL EFFECT OF MOU

This MOU is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this ____ day of June, 2011.

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

FISHER-ROSEMOUNT SYSTEMS, INC.

By: _____
Jim Nyquist, President