NOTICE TO THE PUBLIC WILLIAMSON COUNTY COMMISSIONER'S COURT FEBRUARY 21ST, 2012 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 Division.
- 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 5-13)

5. Discuss and consider approving a line item transfer for 911 Communications

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0581.003100	911 Communicat/Office Supplies	\$300	
То	0100.0581.003006	911 Comm/Office Equipment	\$300	

6. Discuss and consider approving a line item transfer for the 277th District Court

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004998	Non Dept/Contingencies	\$3,600	
То	0100-0437-004010	277th Dist Ct/Visiting Judge	\$3,600	

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

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0454.001100	Salaries	\$1013.04	
То	0100.0454.001107	Temp Labor	\$1013.04	

8. Discuss and consider approving a line item transfer for Constable Pct. #4

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0553.001100	Const Pct 3/Salary	\$40,972.64		
From	0100.0553.001114	Const Pct 3/Certification Pay	\$747.72		
From	0100.0553.001109	Const Pct 3/Cell Phone Stipend	\$320.00		
From	0100.0553.002010	Const Pct 3/FICA	\$3,216.09		
From	0100.0553.002030	Const Pct 3/Insurance	\$4,900		
From	0100.0553.002050	Const Pct 3/Work Comp	\$1,205.82		
From	0100.0553.003004	Const Pct 3/Ammunition	\$60.00		
From	0100.0553.003301	Const Pct 3/Fuel	\$2,250.00		
From	0100.0553.003311	Const Pct 3/Uniforms	\$280.00		
From	0100.0553.004210	Const Pct 3/Internet	\$375.00		
From	0100.0553.004232	Const Pct 3/Training	\$200.00		
From	0100.0553.004414	Const Pct 3/Vehicle Ins	\$187.50		
From	0100.0553.002020	Const Pct 3/Retirement	\$5,028.03		
То	0100.0554.001100	Const Pct 4/Salary	\$40,972.64		
То	0100.0554.001114	Const Pct 4/Certification Pay	\$747.72		
То	0100.0554.001109	Const Pct 4/Cell Phone Stipend	\$320.00		
То	0100.0554.002010	Const Pct 4/FICA	\$3,216.09		
То	0100.0554.002030	Const Pct 4/Insurance	\$4,900.00		
То	0100.0554.002050	Const Pct 4/Work Comp	\$1,205.82		
То	0100.0554.003004	Const Pct 4/Ammunition	\$60.00		
То	0100.0554.003301	Const Pct 4/Fuel	\$2,250.00		
То	0100.0554.003311	Const Pct 4/Uniforms	\$280.00		
То	0100.0554.004210	Const Pct 4/Internet	\$375.00		
То	0100.0554.004232	Const Pct 4/Training	\$200.00		
То	0100.0554.004414	Const Pct 4/Vehicle Ins	\$187.50		
То	0100.0554.002020	Const Pct 4/Retirement	\$5,028.03		

- **9.** Discuss and take appropriate action on the Opossum Creek 10K event to be held on Saturday, April 7th, 2012 from 7:00am to 12:00pm. The sponsors are requesting one lane closures on county roads 320, 327, 328, and 329.
- **10.** Discuss and take action on road closures for 2012 Jarrell Rock Solid Spring Festival.
- **11.** To discuss and consider approving Barry Lynn Simmons as a Deputy Constable for Constable Precinct Four to fill the newly created position by the court on February 14th, 2012.

- **12.** Consider reappointing Tommy Coleman to serve as ESD Commissioner for the Emergency Service District number nine for a two year term to expire on Dec. 31, 2013.
- **13.** Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, destruction, or trade-in.

REGULAR AGENDA

- **14.** Discuss and take appropriate action on resolution making February 19 to 25, 2012, Severe Weather Awareness Week in Williamson County.
- **15.** Hear the February 2012 Monthly Construction Summary Report.
- **16.** To discuss and take appropriate action on the Department of Infrastructure's projects and issues update.
- **17.** Discuss and take appropriate action on road bond program.
- 18. Consider authorizing the 2006 Road Bond Transfer request recommended by Mike Weaver, Road Bond Manager for the following roadways: \$1,100,000.00 from unallocated funds (P156) to Pearson Ranch Blvd (P221) \$400,000.00, Chandler Road Expansion (P255) \$400,000.00, and CR 258 Phase II (P256) \$300,000.00.
- **19.** Discuss and take appropriate action regarding reclassification and restructuring within the County Engineer's Office and Road and Bridge Division.
- **20.** Consider authorizing County Judge to execute a Real Estate Contract with DANA KAY RENO for future ROW needed on SH 29. (Reno Acres)
- 21. Consider authorizing County Judge to execute a Letter Agreement with Rose Electric, Inc. for a Drainage Easement needed on CR 138. (PARCEL 4E)
- **22.** Discuss and take appropriate action on Interlocal Agreement with Bluebonnet Trails Community MHMR Center for crisis services during the 2012-2013 biennium.
- 23. Discuss and approve half of CAPCOG's expenditures for the cost of air quality monitoring equipment for Hutto. The county's portion to be invoiced will not exceed \$8,017 for the 2012 ozone season.
- 24. Discuss and take appropriate action on the joint street re-naming project between the City of Georgetown Addressing and Williamson County Addressing regarding the construction of City of Georgetown Southeast Arterial. Pct 3.
- **25.** Discuss and approve increase of plat recording fees in County Clerk's office.
- **26.** Discuss and consider approving up to a \$5.00 court cost to establish a case manager fund to assist with truancy cases for the Justice of the Peace Office in Precinct 4.
- **27.** Discuss and take appropriate action on appointment of Steven L. Ihnen, P.E. to the ESD #12 Board of Directors.
- **28.** Discuss and consider appointing Dan Hejl to fill a currently vacant position on ESD Board #3. The term expires December 31, 2013.
- **29.** Discuss and take appropriate action on setting Election dates for 2012.

- **30.** Discuss and consider taking appropriate action on extending proposal #12WCP2001 for Tax Statement Printing for Williamson County with Informative Management Solutions for contract period June 1, 2012 through May 31, 2013.
- 31. Considering approving a Professional Services Agreement with Freese and Nichols, Inc; engineering services for the evaluation of damage and assessment of alternatives to repair flood damage to the San Gabriel Ranch Road Dam, Berry Springs Park Dam, and Twin Lakes Dam and the exemption of those services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services as set forth under Section 262.024(a)(4) of the Texas Local Government Code.
- **32.** Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for EMS donation.

Fiscal Impact

From/To	Acct No.	Description		Sort Seq
	0100000367401	EMS Donations	250.00	

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
	01000540003670	Use of Donations	250.		

34. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for the Williamson County EMS share of FY'11 Capital Area Trauma Regional Advisory Council (CATRAC) Trauma System Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
	01000000333220	Payment from other entities	18952.00		

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

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	01000540003001	Small Equip & Tools < \$5000	1095.70	
	01000540004232	Training, Conf., Seminars	\$4500	
	01000540004850	RCS Radio Fees	494.87	
	01000540003010	Computer Equipment < \$5000	12861.43	

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)."

- 36. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
 - 1. Proposed or potential purchase or lease of property by the County:
 - a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
 - b) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
 - c) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 projects.
 - d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
 - e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV
 - f) Discuss proposed acquisition of property for proposed SH 29 project.
 - g) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
 - h) Discuss proposed acquisition of property for right-of-way along CR 170.
 - i) Discuss proposed acquisition and/or sale of property for Arterial H.
 - j) Discuss proposed acquisition of property for proposed CR 138 project.
- 37. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
 - a) Litigation or claims or potential litigation or claims against the County or by the County.
 - b) Status Update-Pending Cases or Claims;
 - c) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
 - d) 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
 - e) 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
 - f) 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;
 - g) 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
 - h) Employment related matters.
 - i) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - j) Civil Action No. 1:11-cv-907, Sarah Doe et al. v. Jerald Neveleff et al., In the United States District Court for the Western District of Texas Austin Division
 - k) Mortgage Electronic Recording Systems (MERS) litigation.
 - I) Simmons Claim
 - m) Legal matters regarding the Williamson County Justice Center Parking Garage
 - n) Civil Action No. A12CV0062LY; Kevin Jones v. Williamson County Sheriff's Office; In the United States District Court for the Western District of Texas, Austin Division.
- **38.** Discuss and take appropriate action on real estate.

- Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:a) Litigation or claims or potential litigation or claims against the County or by the County.
 - b) Status Update-Pending Cases or Claims;
 - c) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
 - d) 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
 - e) 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
 - f) 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;
 - g) 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 h) Employment related matters.
 - i) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - j) Civil Action No. 1:11-cv-907, Sarah Doe et al. v. Jerald Neveleff et al., In the United States District Court for the Western District of Texas Austin Division
 - k) Mortgage Electronic Recording Systems (MERS) litigation.
 - I) Simmons Claim
 - m) Legal matters regarding the Williamson County Justice Center Parking Garage
 - n) Civil Action No. A12CV0062LY; Kevin Jones v. Williamson County Sheriff's Office; In the United States District Court for the Western District of Texas, Austin Division.

40.	Comments from Commissioners.		
		Dan A. Gattis, Cour	nty Judge
	ce of meeting was posted in the locked box located on the south side of the use, a place readily accessible to the general public at all times, on the and remained posted for at least 72 continuous hours preceding the sche	day of, 2	2012 at eting.

Meeting Date: 02/21/2012

Line Item Transfer

Submitted For: Scott Parker Submitted By: Gene Smith, Emergency

Communications

5.

Department: Emergency Communications

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for 911 Communications

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0581.003100	911 Communicat/Office Supplies	\$300	
То	0100.0581.003006	911 Comm/Office Equipment	\$300	

Attachments

<u>LIT</u>

Form Review

 Inbox
 Reviewed By
 Date

 County Judge Exec Asst.
 Wendy Coco
 02/16/2012 10:25 AM

 Budget Office
 Wendy Coco
 02/17/2012 09:37 AM

 Form Started By: Gene Smith
 Started On: 02/13/2012 11:35 AM

Final Approval Date: 02/17/2012

	Qty	Price Extended	
Dry Erase Board - Lg	1	\$ 48.99 \$ 48.99	
Dry Erase Board	2	\$ 28.99 \$ 57.98	
Floor Mats	7	\$ 30.59 \$ 214.13	
		Total: \$ 321.10	

Meeting Date: 02/21/2012

Line Item Transfer

Submitted By: Ashlie Blaylock, Budget Office

Department: Budget Office **Agenda Category:** Consent

Information

6.

Agenda Item

Discuss and consider approving a line item transfer for the 277th District Court

Background

We have several ongoing trials in which a visiting judge is required in the 277th District Court. This transfer not only covers bills for already incurred expenses in January but also estimates of funding needed for February.

Fiscal Impact

From/To Acct No.		Description	Amount	Sort Seq
From	0100-0409-004998	Non Dept/Contingencies	\$3,600	
То	0100-0437-004010	277th Dist Ct/Visiting Judge	\$3,600	

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Wendy Coco 02/15/2012 10:01 AM

Form Started By: Ashlie Blaylock Started On: 02/14/2012 08:17 AM

Final Approval Date: 02/15/2012

Meeting Date: 02/21/2012

Line Item Transfer

Submitted By: Jessica Schmidt, J.P. Pct. #4

Department: J.P. Pct. #4 **Agenda Category:** Consent

Information

7.

Agenda Item

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

Background

JP 4 is requesting a line item transfer to Temporary Labor to cover labor expense for Temp. We have Temp in Criminal Court Coordinator III position on a probationary basis.

Fiscal Impact

F	rom/To	Acct No.	Description	Amount	Sort Seq
	From	0100.0454.001100	Salaries	\$1013.04	
	То	0100.0454.001107	Temp Labor	\$1013.04	

Form Review

InboxReviewed ByDateCounty Judge Exec Asst.Wendy Coco02/16/2012 10:25 AMBudget OfficeAshlie Blaylock02/16/2012 10:41 AM

Form Started By: Jessica Schmidt Started On: 02/14/2012 02:48 PM

Final Approval Date: 02/16/2012

Meeting Date: 02/21/2012

Line Item Transfer

Submitted By: Ashlie Blaylock, Budget Office

Department: Budget Office **Agenda Category:** Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Constable Pct. #4

Background

This transfer moves all applicable funding to correlate with the approval of the transfer of one deputy position from Constable Pct. #3 to Constable Pct. #4 in Court on February 14th, 2012.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0553.001100	Const Pct 3/Salary	\$40,972.64	
From	0100.0553.001114	Const Pct 3/Certification Pay	\$747.72	
From	0100.0553.001109	Const Pct 3/Cell Phone Stipend	\$320.00	
From	0100.0553.002010	Const Pct 3/FICA	\$3,216.09	
From	0100.0553.002030	Const Pct 3/Insurance	\$4,900	
From	0100.0553.002050	Const Pct 3/Work Comp	\$1,205.82	
From	0100.0553.003004	Const Pct 3/Ammunition	\$60.00	
From	0100.0553.003301	Const Pct 3/Fuel	\$2,250.00	
From	0100.0553.003311	Const Pct 3/Uniforms	\$280.00	
From	0100.0553.004210	Const Pct 3/Internet	\$375.00	
From	0100.0553.004232	Const Pct 3/Training	\$200.00	
From	0100.0553.004414	Const Pct 3/Vehicle Ins	\$187.50	
From	0100.0553.002020	Const Pct 3/Retirement	\$5,028.03	
То	0100.0554.001100	Const Pct 4/Salary	\$40,972.64	
То	0100.0554.001114	Const Pct 4/Certification Pay	\$747.72	
То	0100.0554.001109	Const Pct 4/Cell Phone Stipend	\$320.00	
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То	0100.0554.002050	Const Pct 4/Work Comp	\$1,205.82	
То	0100.0554.003004	Const Pct 4/Ammunition	\$60.00	
То	0100.0554.003301	Const Pct 4/Fuel	\$2,250.00	
То	0100.0554.003311	Const Pct 4/Uniforms	\$280.00	
То	0100.0554.004210	Const Pct 4/Internet	\$375.00	
То	0100.0554.004232	Const Pct 4/Training	\$200.00	
То	0100.0554.004414	Const Pct 4/Vehicle Ins	\$187.50	
То	0100.0554.002020	Const Pct 4/Retirement	\$5,028.03	

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Wendy Coco 02/16/2012 10:55 AM

Form Started By: Ashlie Blaylock Started On: 02/16/2012 10:13 AM

Final Approval Date: 02/16/2012

Meeting Date: 02/21/2012

Opossum Creek 10K

Submitted For: Ron Morrison Submitted By: Linda Wipff,

Commissioner Pct. #4

9.

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on the Opossum Creek 10K event to be held on Saturday, April 7th, 2012 from 7:00am to 12:00pm. The sponsors are requesting one lane closures on county roads 320, 327, 328, and 329.

Background

The Georgetown Running Club and the Ronald Kasper Humanitarian Fund are the sponsors for the Opossum Creek 10K event scheduled for April 7, 2012. The sponsors are requesting one lane closures on County Roads 320, 327, 328, and 329, forming a 6.2 mile loop. Cones will be provided by the Georgetown Running Club for this event. Cones are needed on a portion of the roadway for the runners, leaving the remainder of the road for thru traffic. There are a few side streets and homes that access these roadways. The race volunteers and cones will be in place for the runners and to aid in directing traffic. The start of the run will be at Opossum Creek on CR 328, right turn onto CR 329, right turn onto CR 320, right turn onto CR 327, then a final right turn onto CR 328, finishing close to Opossum Creek.

The contact person is Dorothy Starr at 512-296-9310. The head count will be between 200-300 runners and volunteers. There is not an alternated date for this event.

Attachments

Opossum Creek 10K map

Form Review

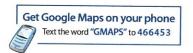
Inbox Reviewed By Date

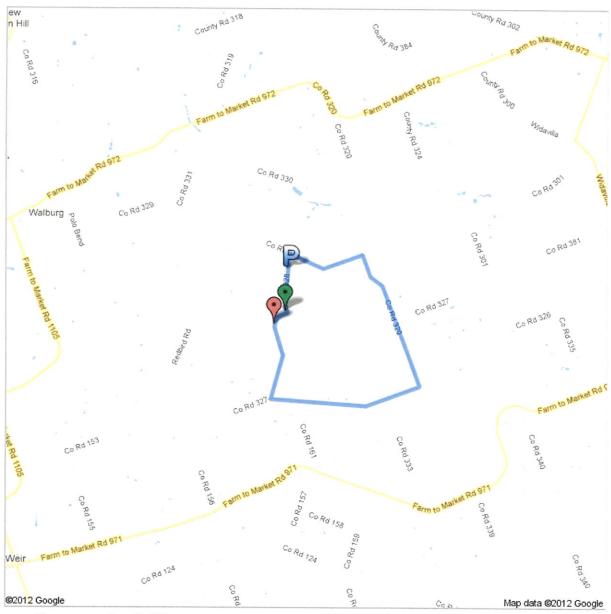
County Judge Exec Asst. Wendy Coco 02/16/2012 10:24 AM

Form Started By: Linda Wipff Started On: 02/15/2012 09:28 AM

Final Approval Date: 02/16/2012







Opossum Creek 10k

April 7, 2012 Proposed Race Course

Public · 3 views

Created on Jan 4 · By · Updated 4 minutes ago



Opossum Creek 10k April 7, 2012 proposed race course

Starting Line



Finish Line



Meeting Date: 02/21/2012

Jarrell Rock Solid Road Closure Request

Submitted For: Valerie Covey Submitted By: Rachel Rull,

Commissioner Pct. #3

10.

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss and take action on road closures for 2012 Jarrell Rock Solid Spring Festival.

Background

This item has been through the road closure request process. It will include a 5K Walk/Run, Parade and a Car & Motorcycle Show. Please see attachments.

Attachments

<u>Jarrell Rock Solid Maps</u> <u>Details for Jarrell Rock Solid</u>

Form Review

InboxReviewed ByDateCounty Judge Exec Asst.Wendy Coco02/16/2012 01:43 PM

Form Started By: Rachel Rull Started On: 02/16/2012 11:52 AM

Final Approval Date: 02/16/2012

Goegle maps Address Jarrell, TX

Get Google Maps on your phone Text the word "GMAPS" to 466453

Chimista rea delp incaren of a ©2011 Google - Map data ©2011 Google -Car/Motorcycle Show

Jarrell Rock Solid Spring Festival 2011 Car & Motorcycle Show

SEG 300

- 2012 Title of the Event: Jarrell Rock Solid Spring Festival 2011
- 2. Type of Event: Festival hosted by the City of Jarrell
- Description: Car and Motorcycle Show
- 4. Location of Road Closure: approximately 1/4 of a mile of CR 305 in front of City Hall and Jarrell Memorial Park.
- 5. Short Description of Location: CR in front of Jarrell City Hall (1633 CR 305) and the Jarrell Memorial Park (1651 CR 305).
- 6. Event Date: April 9th, 2017 14, 2017
- 7. Start Time: 11:00 a.m. (to park & display cars participating in the car show exhibit that also participated in the parade)



Jarrell Rock Solid Spring Festival Parade route Road Closure

- 1. Title of the Event: Jarrell Rock Solid Spring Festival 2017
- 2. Type of Event: Festival hosted by the City of Jarrell
- 3. Description: Parade
- Location of Road Closure: CR 307 starting at the intersection of West Avenue A, 1rst Street and CR 307 to stop sign at intersection of CR 307 and CR 305. CR 305 (Left at same intersection) to 1633 City Hall and 1651 Jarrell Memorial Park.
- 5. Short Description of Location: CR 307, left onto CR 305 tot Jarrell City Hall and the Jarrell Memorial Park.
- 6. Event Date: April 9th, 2017
- 7. Start Time: 10:00 a.m.



Jarrell Rock Solid Spring Festival 2011 5K Walk/Run Road Closure

- 1. Title of the Event: Jarrell Rock Solid Spring Festival 2017
- 2. Type of Event: Festival hosted by the City of Jarrell
- 3. Description: 5K walk/run presented by the Jarrell Noon Lions Club
- Location of Road Closure: approximately ½ mile of CR 305 east of intersection of CR 344, CR 344 to stop sign at the intersection of CR 307, 307 South to stop sign at intersection of CR 305.
- 5. Short Description of Location: A loop past Jarrell City Hall and the Jarrell Memorial Park.
- 6. Event Date: April 9th, 2011- 14, 2012
- 7. Start Time: 8:00 a.m. (CR 305 road closure approx. 7:30 a.m. for set up and line up)

Road Closure Request

Jarrell Rock Solid Spring Festival 2012

Car & Motorcycle Show Road Closure Request

- 1. Title of the Event: Jarrell Rock Solid Spring Festival 2012
- 2. Type of Event: Festival hosted by the City of Jarrell
- 3. Description: Car and Motorcycle Show
- 4. Location of Road Closure: Approximately ¼ of a mile of CR305 in front of Jarrell City Hall and Jarrell Memorial Park.
- 5. Short Description of Location: CR305 in front of Jarrell City Hall (1633 CR305) and the Jarrell Memorial Park (1651 CR305).
- 6. Event Date: April 14, 2012
- 7. Start Time: 11:00 a.m. (To park and display cars participating in the car show exhibit that also participated in the parade.
- 8. End Time: 6:30 p.m.
- 9. Headcount of participants: 50-150 additional over the first 50 entries.
- 10. Requestors Name: City of Jarrell -- Mayor Dewey Hulme, Tanya Clawson -- Festival Committee
- 11. Requestors Address: City of Jarrell 1633 CR305 Jarrell, TX 76537 / P.O. Box 828 Jarrell, TX 76537
- 12. Requestors Email: mayor@cityofjarrell.com or tanya.clawson@clawsondisposal.com
- 13. Requestors Phone: City of Jarrell 512-746-4593, Tanya 512-677-0485 Cell, 512-746-2000 Work

Road Closure Request

Jarrell Rock Solid Spring Festival 2012

Parade Route Road Closure Request

- 1. Title of the Event: Jarrell Rock Solid Spring Festival 2012
- 2. Type of Event: Festival hosted by the City of Jarrell
- 3. Description: Parade
- 4. Location of Road Closure: CR307 starting at the intersection of West Ave A, 1st Street, and CR307 to the stop sign at the intersection of CR307 and CR305 (Left at same intersection) to 1633 CR305 (City Hall) and 1651 CR305 (Jarrell Memorial Park)
- 5. Short Description of Location: CR307, and CR305 to entrance at Jarrell Memorial Park
- 6. Event Date: April 14, 2012
- 7. Start Time: 10:00 a.m. (To park and display cars participating in the car show exhibit that also participated in the parade.
- 8. End Time: 12:00 p.m.
- 9. Headcount of participants: 50-150 parade entries
- 10. Requestors Name: City of Jarrell -- Mayor Dewey Hulme, Tanya Clawson -- Parade Coordinator
- 11. Requestors Address: City of Jarrell 1633 CR305 Jarrell, TX 76537 / P.O. Box 828 Jarrell, TX 76537
- 12. Requestors Email: mayor@cityofjarrell.com or tanya.clawson@clawsondisposal.com
- 13. Requestors Phone: City of Jarrell 512-746-4593, Tanya 512-677-0485 Cell, 512-746-2000 Work

Road Closure Request

Jarrell Rock Solid Spring Festival 2012

5K Walk/Run Road Closure Request

- 1. Title of the Event: Jarrell Rock Solid Spring Festival 2012
- 2. Type of Event: Festival hosted by the City of Jarrell
- 3. Description: 5K Walk/Run Presented by Jarrell Noon Lions Club
- 4. Location of Road Closure: ½ mile of CR305 east of intersection of CR344, CR344 to stop sign at intersection CR307, and CR307 South to the stop sign at the intersection of CR307
- 5. Short Description of Location: A loop past Jarrell City Hall and Jarrell Memorial Park
- 6. Event Date: April 14, 2012
- 7. Start Time: 8:00 a.m.8. End Time: 10:00 a.m.
- 9. Headcount of participants: 50-100 walk/runners
- 10. Requestors Name: City of Jarrell -- Mayor Dewey Hulme, Tammy Bray 5K Walk/Run Coordinator
- 11. Requestors Address: City of Jarrell 1633 CR305 Jarrell, TX 76537 / P.O. Box 828 Jarrell, TX 76537
- 12. Requestors Email: mayor@cityofjarrell.com or tbray@txloanstar.com
- 13. Requestors Phone: City of Jarrell 512-746-4593, Tammy 512-630-5045 Cell, 512-746-5305 Work

Meeting Date: 02/21/2012

To discuss and consider approving Barry Lynn Simmons as a Deputy Constable for Constable Precinct Four

Submitted By: Mark Birchard, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

11.

Agenda Item

To discuss and consider approving Barry Lynn Simmons as a Deputy Constable for Constable Precinct Four to fill the newly created position by the court on February 14th, 2012.

Background

See Letter filed under attachements.

Attachments

Appointment Letter

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Wendy Coco 02/15/2012 02:19 PM
Form Started By: Mark Birchard Started On: 02/15/2012 10:23 AM

Final Approval Date: 02/15/2012

OFFICE OF CONSTABLE MARTIN D. RUBLE

Justice Precinct Four County of Williamson State of Texas



412 Vance Street Suite 3 Taylor, Texas 76574 Office (512) 352-4181

Williamson County Commissioners Court

February 15, 2012

To all;

This is to acknowledge the acceptance of the application from Barry Lynn Simmons for the newly created Deputy Constable position created by the court on February 14th, 2012 in the Office of Constable Precinct Four.

We welcome the opportunity to employ Mr. Simmons as a Deputy for this office. We ask the court to approve the appointment per the Local Government Code Art. 86.011. We add that all the TCLEOSE requirements have been met to be able to employ Mr. Simmons.

We also accept the list of permanently transferred assets and funds to the Office of Constable Precinct Four in regards to the ability to be able to employ Mr. Simmons at this office preventing severe impact to our current budget.

Respectfully,

Mark Birchard

Chief Deputy, Constable

Meeting Date: 02/21/2012

Emergency Service District number nine

Submitted For: Mary Clark Submitted By: Mary Clark, Commissioner

Pct. #1

12.

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Consider reappointing Tommy Coleman to serve as ESD Commissioner for the Emergency Service District number nine for a two year term to expire on Dec. 31, 2013.

Background

Mr. Coleman was appointed to serve on the ESD number 9 for a two year term on 01/12/2010. He has been an active member on the board and has expressed his interest to continue to serve on the board. His two year term would expire on Dec. 31, 2013.

Form Review

InboxReviewed ByDateCounty Judge Exec Asst.Wendy Coco02/16/2012 01:43 PM

Form Started By: Mary Clark Started On: 02/16/2012 10:42 AM

Final Approval Date: 02/16/2012

Meeting Date: 02/21/2012

Asset Status Change

Submitted For: Audiors Office Submitted By: Connie Singleton,

Purchasing

13.

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

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

Background

Attachments

Asset Change Form

Form Review

InboxReviewed ByDateCounty Judge Exec Asst.Wendy Coco02/16/2012 10:24 AM

Form Started By: Connie Singleton Started On: 02/15/2012 09:46 AM

Final Approval Date: 02/16/2012

Williamson CountyAsset Status Change Form

Print Form

The follo	owing asset(s) is(are) considered	for: (select one)			
← TRANS	SFER bet ween county departments (TRADE-IN for new as	ssets of similar type for the count	DEST	RUCTION due to
SALE a	at the earliest auction *	DONATION to a nor	-county entity	⁽ Publi	c Health / Safety
Asset L	ist:				
Quantity	Description)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non- Working)
1	Dumbbell Weight Rack	n/a		n/a	Non-Working
1	Curl Bar Bench	n/a		n/a	Non-Working
1	Black 4 drawer metal file cabinet	n/a		n/a	Non-Working
Parties	involved:				
	ransferor Department): Law Enforcem				
	or - Elected Official/Department zed Staff:	Head/	Contact Person:	PTO	FIVED
	'Tony" Marshall		Paul Swisher		
Print Nar	Markel	January 24, 2012	Print Name +1 (512) 943-1349	FEB	- 1 2011
Signatur	e		Phone Number	1	TEXAS
TO (Trans	sferee Department/Auction/Trade-in/E	onee): AUCTION			
	ee - Elected Official/Department				
	zed Staff OR Donee - Representat for Sale or Trade-in, no signature is ne		Contact Person:		
Print Nar	me		Print Name		
Signatur	е	Date	Phone Number		
	ove asset(s) is (are) listed for sale at aud list of the (these) asset(s) to be donate				
	Forward	to Count	ty Auditor's Of	ffice	
This Chan	ge Status was approved as agenda ite	m # in Com	missioner's Court on		
If for Sale	the asset(s) was(were) delivered to wa	urahausa an	by		

Williamson County

Print Form

Asset Status Change Form

The follo	owing asset(s) is(are) considered for: (select or	ıe)			
	FER bet ween county departments (TRADE-IN for n		• • • • • • • • • • • • • • • • • • • •	DEST	RUCTION due to
(• SALE a	t the earliest auction * CONATION to	a non	-county entity	Publi	c Health / Safety
Asset Li	ist:	r	·····	. 1	
Quantity	Description (year, make, model, etc.)		Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non- Working)
1	Sharp fax machine	F0-440	043208	n/a	Working
1	GBC image Maker 3000 and box of binders	IH0325	57	n/a	Working
1	DVR RS 422/485	000269	901018A	n/a	Working
1	Lorex VCR	SG7940		n/a	Working
1	SuperCircuits B\W Monitor	40VM1	201SPR	n/a	Working
Parties i	involved:			thousa name	
	ransferor Department): <u>TAX</u>				Same Same
	or - Elected Official/Department Head/ zed Staff:		Contact Person:		
Print Nar	ne		JEPF Thiel Print Name		
M	horah M. Hunt horah M. Hunt		943-3578		en en de la Texas
Signature	е	Date	Phone Number	****	
TO (Trans	riferee Department/Auction/Trade-in/Donee):	the	»^		
	ee - Elected Official/Department Head/				
	red Staff OR Donee - Representative: (If being for Sale or Trade-in, no signature is necessary.)		Contact Person:		
Print Nan	ne	***************************************	Print Name		
Signature	2		Discontinuity		
Signature		Date	Phone Number		
	ove asset(s) is (are) listed for sale at auction and no bio list of the (these) asset(s) to be donated or disposed o				
	Forward to Cou	ınt	y Auditor's Off	ice	
This Chan	ge Status was approved as agenda item # in	Comr	missioner's Court on _		
If for Sale,	the asset(s) was(were) delivered to warehouse on		by		

Williamson County

Print Form

Asset Status Change Form

	owing asset(s) is(are) cons FER bet ween county departr		assets of similar type for the county	√ _ DEST	RUCTION due to
SALE a	t the earliest auction *	(`DONATION to a n	on-county entity	Publi	RUCTION due to c Health / Safety
Asset L	ist:				
Quantity	Descript (year, make, m		Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Asset (Working, Non- Working)
4	boxes of PC speakers	n/a		n/a	Working
1	Dell SX260	919	GX21	C00040	Working
1	Dell SX260	GT:	9GX21	C00278	Working
1	Dell SX260	BS:	9GX21	C00297	Working
1	Visioneer 9750 USB flatbed scanner	084	-5737-0	n/a	Working
Parties	involved:	·			
FROM (T	ransferor Department): TAX			Consisted Broken	and the second second
	or - Elected Official/Depa	rtment Head/			3
	zed Staff:		Contact Person:		
<u>D &</u> Print Nar	borah M. Hun ne Worah M. Ah	+	_ JEFFTHEL		
Print ivar اکر	пе ⁷ - / / . Уу / / / / /	/ V	Print Name		
Signatur	woran M. An	ind	943-3578 te Phone Number		
g		Da	te i none Namber		
TO (Trans	sferee Department/Auction/T	rade-in/Donee): Auchi	00		
Transfer	ee - Elected Official/Depa	rtment Head/			
	ced Staff OR Donee - Repr for Sale or Trade-in, no signat		Contact Person:		
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	are to me decodary ty	Contact r erson.		
Print Nar	me		Print Name		
Signatur	e	Dat	e Phone Number		
			re made, the Purchasing Director movill be sent to the Auditor's Office wi		
	Forw	ard to Cour	nty Auditor's Of	fice	
This Chan	ge Status was approved as ag		•		
ffor Sala	the asset(s) was(were) delive	red to warehouse on	by		

Williamson County

Print Form

Asset Status Change Form

The follo	owing asset(s) is(are) considered for: (select one	<u> </u>		
← TRANS	FER bet ween county departments (TRADE-IN for new the earliest auction * (DONATION to a	w assets of similar type for the county	C DEST Publi	RUCTION due to c Health / Safety
Asset Li	ist:			
Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non- Working)
1	Dell 15" flat panel monitor	а	n/a	Working
7	Boxes of PS2 keyboards and mice, power supplies and KVM su	a	n/a	Working
13	Boxes of Dell SX260 CD roms	a	n/a	Working
3	HP 15" flat panel monitors	a	n/a	Working
2	PC sub woofers n/s	a	n/a	Working
Print Nar	Eborah M. Hunt me Ellorah M. Hunt e D.	TEFFTHIEL Print Name 943-3528 ate Phone Number	:	- VI A 76XA
Transfer Authoriz	referee Department/Auction/Trade-in/Donee): Auction/Trade-in/Donee): Auction/Trade-in/Donee): Auction/Trade-in/Donee): Auction/Trade-in/Donee - Elected Official/Department Head/ red Staff OR Donee - Representative: (If being for Sale or Trade-in, no signature is necessary.)	ontact Person:		
Print Nar	me	Print Name		
Signature	e Da	Phone Number		
	ove asset(s) is (are) listed for sale at auction and no bids list of the (these) asset(s) to be donated or disposed of			
	Forward to Cou	nty Auditor's Offi	ce	

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 CountyAsset Status Change Form

Print Form

The follo	owing asset(s) is(are) considered for: (select one)		
← TRANS	FER bet ween county departments (~ TRADE-IN for new	assets of similar type for the cou	unty DESTRUCTION due to
SALE a	t the earliest auction * C DONATION to a no	on-county entity	DESTRUCTION due to Public Health / Safety
Asset Li			Condition of Asse
Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag# (Working, Non- Working)
	see attached spreadsheet		
Parties i	involved:		
	ransferor Department): Law Enforcement (560)		
	or - Elected Official/Department Head/ zed Staff:	Contact Person:	CLUENCED
	Tony" Marshall	Paul Swisher	
Print Nar	Jam. Gld Feb 7	Print Name	
Signatur		2 +1 (512) 943-1349 Phone Number	
- 3	- Dat	e mone wanted	TEXAS
TO (Trans	sferee Department/Auction/Trade-in/Donee): AUCTION		
Authoriz	ee - Elected Official/Department Head/ red Staff OR Donee - Representative: (If being for Sale or Trade-in, no signature is necessary.)	Contact Person:	
Print Nar	me	Print Name	
Signatur	e Date	Phone Number	
f If the aboasset(s). A	ove asset(s) is (are) listed for sale at auction and no bids a list of the (these) asset(s) to be donated or disposed of w	re made, the Purchasing Directo ill be sent to the Auditor's Office	or may dispose of or donate this (these with a date of donation or disposal.
	Forward to Coun	ty Auditor's C	Office
This Chan	ge Status was approved as agenda item # in Cor	nmissioner's Court on	
If for Sale	the asset(s) was(were) delivered to warehouse on	by	

Quantity	Description (year, make, model, etc.)	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non- working, unk)
1	HP LaserJet 2100tn Printer	USGR005830	100158	working
11	HP ScanJet 5370c	TWOC22785	n/a	working
1	HP ScanJet 6540	MY61K5Q05X	n/a	working
1	HP 1040 Fax	CN64DAJD2W	n/a	working
1	HP DeskJet 690c	US65S1I01K	n/a	working
1	Dell ATG D620 Laptop	FZN7ZC1	C01456	working
1	Dell Inspiron 9300 Laptop	12JZH71	C01885	working
1	Dell ATG D620 Laptop	30P7ZC1	C01455	working
1	Dell ATG D620 Laptop	5DM5ZC1	C01454	working
1	Dell Inspiron 8500 Laptop	HX1Df31	n/a	working
1	Dell Inspiron 8200 Laptop	JF5D121	n/a	working
1	Dell Dimension 4500 Computer	49DHV11	C00580	working
1	Dell Ultra Scan D780 Monitor	9329266	n/a	working
1	Lucent 8110M phone	979T67000225	n/a	working
1	Avaya 8434DX phone	01FTG0010410	n/a	working
9	Keyboards and Mice (various makes)	n/a	n/a	working
3	Dell Docking Stations	n/a	n/a	working
2	Monitor Stands with Docking Stations	n/a	n/a	working
1	Fellowes Monitor Stand	n/a	n/a	working
2	Radio Shack Cassette Recorders CTR-121	n/a	n/a	working
1	Optimus Cassette Recorder CTR-107	1168042	n/a	working
	i			

approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature

Williamson County

Print Form

The foll	owing asset(s) is(are) considered fo	r: (select one)				
	SFER bet ween county departments OTF	RADE-IN for new as	ssets of similar type for the county		RUCTION due to	
SALE a	at the earliest auction *	ONATION to a non	-county entity	Publi	c Health / Safety	
Asset L	ist:					
Quantity	Description (year, make, model, etc.)		Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non- Working)	
1	DELL - HARD DRIVE	CN-0H	14313-42940-491-008M	C00532	Non-Working	
1	DELL - HARD DRIVE	CN-0H	CN-0H4313-42940-491-008P		Non-Working	
1	DELL - HARD DRIVE	CN-0H	4313-42940-42C-022C	C00535	Non-Working	
				-		
	involved: Fransferor Department): WILLIAMSON CO	LINITY CONSTABLE	DCT 2			
	ror - Elected Official/Department He		PC1.3			
Authoria	zed Staff:		Contact Person:			
THERESA	LOCK		THERESA LOCK			
Print Na	me /		Print Name			
7			+1 (512) 943-1436			
Signatur	re	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.

Contact Person:

Print Name

Date Phone Number

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

Print Form

Asset Status Change Form

 TRANSFER bet ween county departments TRADE-IN for new assets of similar type for the county SALE at the earliest auction * DONATION to a non-county entity 					Opubli	RUCTION due to c Health / Safety
DONATION to a non-county entity						c nealth / Salety
A	•-•-					
Asset L i	Descripti (year, make, mo			Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Asset (Working, Non- Working)
4	OFFICE CHAIRS		N/A	×	N/A	Working
1	COMPUTER MONITOR - DELL -MOI	DEL - P170St	CN-O\	/HPX3-74445-17GA3OU	N/A	Working
1	COMPUTER MONITOR - DELL - MO	DEL- P17OSt	CN-O\	/HPX3-74445-A2GU	N/A	Working
1	COMPUTER MONITOR - DELL- MOI	DEL- 1908WfPt	MX-00	477H-72485-88P-QGMS	N/A	Working
l						
arties	involved:		N=11=	THE STATE OF THE RESERVE TO THE STATE OF THE		
	ransferor Department): WILLIA		STABLE	РСТ. 3		
	or - Elected Official/Depar zed Staff:	tment Head/		Contact Douglas		
				Contact Person:		
THERESA Print Nar		1		THERESA LOCK Print Name		
Till Nai						
Signatur	e hour	February 8		+1 (512) 943-1436 Phone Number		
J			Date	Thore wanted		
ΓΟ (Trans	sferee Department/Auction/Tr	ade-in/Donee): A	action			
Transfer of	ee - Elected Official/Depai	tment Head/	MC II	A		
	ed Staff OR Donee - Repre for Sale or Trade-in, no signati			Contact Person:		
ррготса	Tor suic or Trade III, no signati	are is necessary.		Contact Person.		
Print Nar	ne			Print Name		
Signature	e		Date	Phone Number		
If the abo	ove asset(s) is (are) listed for sa	le at auction and no b	ids are	made, the Purchasing Director may	dispose of o	r donate this (these
				be sent to the Auditor's Office with		
	Forw	ard to Co	unt	y Auditor's Off	ice	
Γhis Chan	ge Status was approved as ag	enda item #i	n Comi	missioner's Court on		
				·		

Williamson CountyAsset Status Change Form

Print Form

TRANSFER bet ween county departments TRADE-IN for new assets of similar type for the county SALE at the earliest auction * DONATION to a non-county entity					O DESTRUCTION due to Public Health / Safety	
Asset Li	st:					
Quantity	Description (year, make, model, etc.)		Manufacturer ID# (serial, service tag, or VIN)		Condition of Assets (Working, Non- Working)	
1	DELL COMPUTER KEY BOARD- MODEL- RT7D30	TH-02I	R400-3717-2B6-1224	N/A	Working	
1	DELL COMPUTER KEY BOARD	N/A		N/A	Working	
1	DELL COMPUTER KEY BOARD- MODEL- RT7D50	CN-ON	/W437-37172-68F-01RG	N/A	Working	
1	DELL COMPUTER KEY BOARD - MODEL - SK-8115	CN-OJ	4628-71616-59M-OD41	N/A	Working	
1						
Signature			+1 (512) 943-1436 Phone Number			
	feree Department/Auction/Trade-in/Donee):	action	DYI			
Authoriz	ee - Elected Official/Department Head/ ed Staff OR Donee - Representative: (If being for Sale or Trade-in, no signature is necessary.)	J	Contact Person:			
Print Nam	ne		Print Name			
Signature		Date	Phone Number			
	ove asset(s) is (are) listed for sale at auction and no	bids are	made, the Purchasing Director ma	y dispose of c	or donate this (these)	

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

Print Form

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 SALE at the earliest auction * DONATION to a non-county entity		Opubli	O DESTRUCTION due to Public Health / Safety			
(SALE a	it the earliest auction * ODNATION	to a non	-county entity	Fubii	C Health / Salety	
Asset L	ist:					
Quantity	Description (year, make, model, etc.)		Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Asset (Working, Non- Working)	
1	HP PRINTER - MODEL - SNPRC-0502	SG749	52059	N/A	Working	
1	HP PRINTER - MODEL - C8150A L	74B5Z	032	N/A	Working	
1	HP PRINTER - MODEL - CT-C00534	CN-0H	4313-42940-491-008P	N/A	Working	
					Working	
arties	involved:					
FROM (T	ransferor Department): WILLIAMSON COUNTY CO	NSTARI F	PCT 3			
	or - Elected Official/Department Head/	NOTABLE	FC1.3			
	zed Staff:		Contact Person:			
THERESA	LOCK		THERESA LOCK			
Print Nar	me,		Print Name			
11			+1 (512) 943-1436			
Signatur	e	Date	Phone Number			
TO (Trans	sferee Department/Auction/Trade-in/Donee):	· cti	220			
	ee - Elected Official/Department Head/	ucn)Y(2			
	zed Staff OR Donee - Representative: (If bein	g	Courts at Dougans			
ipproved	for Sale or Trade-in, no signature is necessary.)		Contact Person:			
Print Nar	me		Print Name			
Signatur	e	Date	Phone Number			
f If the abo	ove asset(s) is (are) listed for sale at auction and no	bids are	made, the Purchasing Director ma	y dispose of c	or donate this (these	
asset(s). A	list of the (these) asset(s) to be donated or dispose	ed of will	be sent to the Auditor's Office with	a date of do	nation or disposal.	
	Forward to Co	ount	y Auditor's Off	ice		
			-			
	ge Status was approved as agenda item #					

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 _	N.	

Williamson CountyAsset Status Change Form

Print Form

The follo	wing asset(s) is(are) considered for: (select on	ne)		
C TRANSF	ER bet ween county departments (TRADE-IN for n	ew assets of similar type for the county	_ DEST	RUCTION due to c Health / Safety
SALE at the earliest auction * OONATION to a non-county entity				c Health / Safety
Asset Lis	st:			
Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non- Working)
l	Giuliano-All Tive Model 212	ser. #1194		working
	Tire Changer			
Parties i	nvolved:			
FROM (Tr	ransferor Department): Fleet			
	or - Elected Official/Department Head/			
Authoriz		Contact Person:		
Print Nam	ne	Print Name	Victoria de la constitución de l	
Signature		Date Phone Number		
		11		
TO (Transf	feree Department/Auction/Trade-in/Donee):	Morion		
	ee - Elected Official/Department Head/			
	ed Staff OR Donee - Representative: (If being for Sale or Trade-in, no signature is necessary.)	Contact Person:		
12	Rodgens	Ramo	JD6	ins
Print Nam		Print Name		
7	- Rel - 3-6	-12 943-3368		
Signature		Date Phone Number		
	ve asset(s) is (are) listed for sale at auction and no bio ist of the (these) asset(s) to be donated or disposed o			
	Forward to Cou	ınty Auditor's Offi	ce	
This Chang	ge Status was approved as agenda item # in	Commissioner's Court on		
If for Cala	the accet(s) was(were) delivered to warehouse on			

FrmAudASCF01 revision 8/24/09

Williamson County

Print Form

Asset Status Change Form

TRANS	owing asset(s) is(are) cons GFER bet ween county departm at the earliest auction *	ents OTRADE-IN f	t one) or new assets of similar type for the county to a non-county entity	O DEST	RUCTION due to c Health / Safety
O SALL O	te the camest duction				
Asset L	ist:				
Quantity	Descripti (year, make, mo		Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Asset (Working, Non- Working)
1	MOTOROLA HAND HELD RADIO / B	ATTERY	721CGF2147		Working
1	X26 TASER / CARTRIDGE		X00-479144		Working
1	DELL RUGGED LAPTOP COMPUTE	R - XFR-D630	42384741085	JGYS3J1	Working
1	HANDHELD RADIO CHARGER		0620 377673 6052MKT01		Working
Parties	involved:				
FROM (T	ransferor Department): PCT. 3	CONSTABLE - LOAN	LUNTIL SEPTEMBER 30, 2012		
Authoriz THERESA		tment Head/	Contact Person: THERESA LOCK		
Print Nar	me /		Print Name		
Signatur	e Anen	February	14, 2012 +1 (512) 943-1436 Date Phone Number		
TO (Trans	sferee Department/Auction/Tr	ade-in/Donee): PCT	. 4 CONSTABLE - LOAN		
	ee - Elected Official/Depar				
approved	zed Staff OR Donee - Repre for Sale or Trade-in, no signati	ure is necessary.)	Contact Person:		
MAR	ty RUBLE		Edward Thomisor)	
Print Nar	red Staff OR Donee - Representation of Sale or Trade-in, no signation of the second of	Notes	Print Name		
1/4	West 2,	14/2012	352-4181		
signatur	e		Date Phone Number		
			bids are made, the Purchasing Director ma ed of will be sent to the Auditor's Office wit		
	Forw	ard to Co	ounty Auditor's Off	fice	
This Chan	nge Status was approved as ag	enda item #	in Commissioner's Court on		
If for Sale.	, the asset(s) was(were) deliver	ed to warehouse or	by		



Williamson County Vehicle Status Change Form

2B3KA43H87l	B3KA43H87H770548			553		3A0703		
Vehicle Identi	fication Number		De	epartment		Door Number		
188-YLL		2007	DODGE		CHARGER	WHITE		
License Plate	Number	Year	Make		Model	Color		
2) Reason for Sta	tus Change:							
「 Accident	-							
<u>Attach:</u>	1. Williamson Cou 2. The Official Acc 3. A Vehicle Insur	cident Re	port		port			
High Milea	age: List actual mile	age						
	anically sound	J						
	ain TRANSFER/LOA	N TO PC	T. 4 CONSTABL	E UNTIL SEPT	EMBER 30, 2012			
				<u> </u>	,			
3) Elected Officia	I/Department Head	d/Author	ized Staff		1 1			
•	·		Signature	71	Dat	e Feb 14, 2012		
Drint THERE	ናል 				men out	10014,2012		
To be comple	SA LOCK eted by Fleet : F tus Change: This ve		d to Fleet S	ACCOMOLINA SPANIS VINESA VENEZA (A	anager - Mike F	ox		
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1D7HA16N92J229532

Williamson County Vehicle Status Change Form

Building Maintenance

BB 0288

	Vehicle Identification Number		D€	partment	Door Number
	108 7651	2002	Dodge	Ram 1500	White
	License Plate Number	Year	Make	Model	Color
2)	Reason for Status Change:				
	☐ Accident				
	2. The Official A	ccident Re		Vandalism Report Form	
	⊠ High Mileage: List actual mil	eage 1017	723		
	Not mechanically sound				
	Other: Explain				
3)	Elected Official/Department Hea	ad/Author	ized Staff	<i>/</i> \	
	Print Gary Wilson		Signature	Jany Wilsu	Date 2-6-12
т.	he completed by Flact	Egravar	d to Elaat S	orvicas Managar - M	lika Eov
gaverger,	be completed by Fleet : Method of Status Change: This SALVAGE for parts / SALE at based on Fleet's recommend	<u>vehicle is</u> the earlie dation	to be considere st auction (
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Williamson County Vehicle Status Change Form

·			
	10		T0406
Vehicle Identification Number D	epartment	Do	or Number
9041989 2004 INTERNATIO	NAL	7600 SFA 6X4	WHITE
License Plate Number Year Make	1	Model	Color
2) Reason for Status Change:			
Accident			
Attach: 1. Williamson County Fleet Incident/Crash, 2. The Official Accident Report	/Vandalism Report		
3. A Vehicle Insurance / Litigation Release	Form		
⊠ High Mileage: List actual mileage 242620			
Not mechanically sound			
Cother: Explain			
	/		,
B) Elected Official/Department Head/Authorized Staff	7 1	1	
Print TERRON EVERTSON Signature	perrou de	Lets Date	2/6/12
FIIII TERNON EVERTSON Signature	1000000	Jacob py Dute	77
SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation TRADE-IN for new assets of same general type for the county SALE to a government entity / civil or charitable organization in the county at fair market value OTHER	Comments: Receiving Depa	Department Head/Au	
<u> </u>	Contact name		
	and Number:		
 ') \(\subseteq \) Vehicle Marked for Auction and moved to Auction Y \(\subseteq \) Forward forms and reports to County Auditor's Office \(\subseteq \) Signature 	'ard se	کاریو Date	



1HSWXAHR44J028907

Vehicle Identification Number

Williamson County Vehicle Status Change Form

210

Department

UTT0405

Door Number

9041988	2004	INTERNATIO	VAL	7600 SFA 6X4	WHITE
License Plate Num	nber Year	Make		Model	Color
2) Reason for Status	Change:				
☐ Accident					
2	1. Williamson County Fleet 2. The Official Accident Rep 3. A Vehicle Insurance / Lit	oort			
⊠ High Mileage:	List actual mileage 2587	786			
☐ Not mechanic	ally sound				
┌─ Other: Explain			***************************************		
3) Elected Official/De	epartment Head/Author	ized Staff	7	1/1	
Print TERRON EV	VERTSON	Signature	perone	Star Date	2/7/12
			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
To be completed	d by Fleet : Forwar	d to Fleet S	ervices Man	ager - Mike Fo	X
SALVAGE for p	Change: This vehicle is parts / SALE at the earlie				artments
and the first of the second of	t's recommendation new assets of same gene	eral type for	Comments:		
∠ SALE to a gove	ernment entity / civil or		Receiving Depa	artment:	
`organization in	n the county at fair mark	cet value	Elected Official/ Representative:	/Department Head/Aut	horized Staff or Done
(OTTEN			Print Name:		
			Signature and Date:		
			Contact name and Number:		
	d for Auction and move and reports to County				
Print R ROE	16ens	Signature 7	All-	Date	2/13/2
FrmAudVRFv09 Revised 8/3/10		a caracteria de la companione de la comp			



Williamson County

Vehicle Status Change Form

1FTNW20F22EB98008 2	10	UB0247
Vehicle Identification Number D	epartment	Door Number
1104123 2002 FORD	F250 CLU	JB CAB WHITE
License Plate Number Year Make	Model	Color
2) Reason for Status Change:		
Accident		
Attach: 1. Williamson County Fleet Incident/Crash, 2. The Official Accident Report 3. A Vehicle Insurance / Litigation Release	·	
⊠ High Mileage: List actual mileage 199599		
Not mechanically sound		
Γ Other: Explain		
3) Elected Official/Department Head/Authorized Staff		1 /
Print TERRON EVERTSON Signature	Personcuerto	2/7/12
	7,000	
To be completed by Fleet : Forward to Fleet S		Mike Fox
1) Method of Status Change: This vehicle is to be consider	ed for: (Select one)	
1) Method of Status Change: This vehicle is to be considered SALVAGE for parts / SALE at the earliest auction		
Method of Status Change: This vehicle is to be consider SALVAGE for parts / SALE at the earliest auction	ed for: (Select one)	
1) Method of Status Change: This vehicle is to be considered. SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation TRADE-IN for new assets of same general type for the county SALE to a government entity / civil or charitable	ed for: (Select one) TRANSFER between co	
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Williamson County Vehicle Status Change Form

	210		J243
Vehicle Identification Number	Departme	ent Doo	or Number
1104139 2002	FORD	F250 CLUB CAB	WHITE
License Plate Number Year	Make	Model	Color
2) Reason for Status Change:			
☐ Accident			
•	eet Incident/Crash/Vandalis	m Report	
 The Official Accident I A Vehicle Insurance / 			
High Mileage: List actual mileage 19	94452		
Not mechanically sound			
☐ Other: Explain			
	orized Staff	$\overline{}$	1/
Print TERRON EVERTSON	Signature err	on Cuertan Date	2/7/12
THE TEMORET ENGINEER	signature /eve	on curous.	7/10-
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1) Method of Status Change: This vehicle SALVAGE for parts / SALE at the earl based on Fleet's recommendation TRADE-IN for new assets of same ge the county SALE to a government entity / civil o organization in the county at fair ma	liest auction	NSFER between county deparaments: Iving Department: ed Official/Department Head/Autlesentative: Name:	artments
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SALVAGE for parts / SALE at the earl based on Fleet's recommendation TRADE-IN for new assets of same gethe county SALE to a government entity / civil corganization in the county at fair materials. OTHER Vehicle Marked for Auction and mo	liest auction	NSFER between county departments: Iving Department: ed Official/Department Head/Autlesentative: Name: ature Date:	artments



Williamson County Vehicle Status Change Form

O UB0117
partment Door Number
F250 CLUB CAB WHITE
Model Color
/andalism Report
orm
7 (), 11
concuertos Date 2/7/12
ervices Manager - Mike Fox
d for: (Select one)
TRANSFER between county departments
Comments:
Comments: Receiving Department:
Commission of the Commission o
Receiving Department:
Receiving Department: Elected Official/Department Head/Authorized Staff or Done
Receiving Department: Elected Official/Department Head/Authorized Staff or Done Representative: Print Name: Signature
Receiving Department: Elected Official/Department Head/Authorized Staff or Done Representative: Print Name:
Receiving Department: Elected Official/Department Head/Authorized Staff or Done Representative: Print Name: Signature and Date: Contact name
Receiving Department: Elected Official/Department Head/Authorized Staff or Done Representative: Print Name: Signature and Date:
Receiving Department: Elected Official/Department Head/Authorized Staff or Done Representative: Print Name: Signature and Date: Contact name
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Receiving Department: Elected Official/Department Head/Authorized Staff or Done Representative: Print Name: Signature and Date: Contact name and Number:

Commissioners Court - Regular Session

Meeting Date: 02/21/2012

Resolution for Severe Weather Awareness Week

Submitted For:Dan GattisSubmitted By:Connie Watson,

County Judge

14.

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on resolution making February 19 to 25, 2012, Severe Weather Awareness Week in Williamson County.

Background

Jarred Thomas, with the Williamson County Office of Emergency Management, will address the Court and discuss what residents need to do to prepare for severe weather.

Attachments

Severe Weather Week Resolution

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Wendy Coco 02/16/2012 10:55 AM

Form Started By: Connie Watson Started On: 02/16/2012 10:41 AM

Final Approval Date: 02/16/2012

State of Texas Country of Williamson Know all men by these present:

THAT ON THIS, the 21st day of February 2012, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

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

And at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, Severe Weather Awareness Week is February 19 to 25, 2012; and

WHEREAS, Each year brings the potential for violent weather to Texas; and

WHEREAS, Each year Williamson County and the State of Texas face the threat of severe weather conditions: and

WHEREAS, Severe weather events such as flooding, flash flooding, tornadoes, straight line winds, hail storms, and other severe weather emergencies will affect the lives, property, businesses, animals, and environment of Williamson County; and

WHEREAS, The deadliest flood in County history occurred in 1921, when more than 38 inches of rain fell in Thrall during a 24-hour period, drowning 93 people; and

WHEREAS, The Texas Division of Emergency Management and the National Weather Service urge all citizens to plan and prepare for severe weather events and to educate themselves on family and animal safety strategies; and

WHEREAS, Governor Rick Perry has declared the week of February 19 to 25, 2012, as Severe Weather Awareness Week in Texas.

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Commissioners Court declares the week of February 19 to 25, 2012, as Severe Weather Awareness Week in Williamson County and urges families and businesses to prepare emergency plans and learn more about severe weather preparedness available through the Office of Emergency Management and "ready.gov."

RESOLVED THIS 21ST DAY OF FEBRUARY, 2012

Attest:	
Nancy E. Rister	Dan A. Gattis
Williamson County Clerk	Williamson County Judge

Commissioners Court - Regular Session

Meeting Date: 02/21/2012

2012 Monthly Construction Summary Report

Submitted By: Tiffany Mcconnell, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

15.

Agenda Item

Hear the February 2012 Monthly Construction Summary Report.

Background

Attachments

February 2012 CSR

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Wendy Coco 02/16/2012 10:55 AM
Form Started By: Tiffany Mcconnell Started On: 02/16/2012 10:30 AM

Final Approval Date: 02/16/2012



ROAD BOND & PASS THROUGH FINANCING

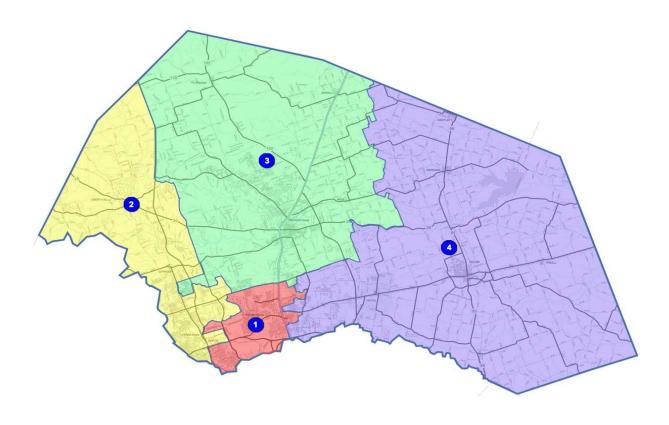
Construction Summary Report

County Judge Dan Gattis

Commissioners Lisa Birkman Cynthia Long Valerie Covey Ron Morrison February 2012

WWW.ROADBOND.ORG

Volume XI - Issue No. 2



Presented By:



PRIME STRATEGIES, INC.



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WILLIAMSON COUNTY ROAD BOND PROGRAM

COMPLETED PROJECTS

SUBSTANTIAL CONSTRUCTION COMPLETE/OPEN TO TRAFFIC - AS OF JANUARY 2012

Precinct 1

- Pond Springs Road (signal) Jul 2002
- McNeil Road, Phase 1 Jan 2005
- McNeil Road, Phase 2 Feb 2007
- RM 620, Phase 1 Jan 2009
- Pond Springs Road Sep 2010
- CR 174 @ Brushy Creek Jun 2011

Precinct 2

- FM 1869 at SH 29 (signal) Aug 2002
- County Road 175 Jun 2003
- River Bend Oaks Aug 2003
- County Road 200 Sep 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
- Lakeline Blvd Jul 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
- San Gabriel Parkway Ph. II Oct 2011

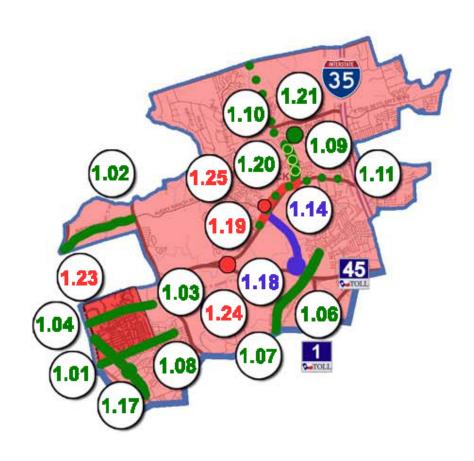
Precinct 3

- Cedar Hollow at SH 29 (signal) Aug 2002
- DB Wood/Cedar Breaks Jun 2004
- Cedar Breaks Road Jun 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 Jun 2008
- SH 29 / CR 104, Ph. 1 Jul 2008
- IH 35 @ SH 29 Turnarounds (Pass Through Financing) – Aug 2008
- SE Inner Loop @ FM 1460 Nov 2009
- CR 111 (Westinghouse Road) Jun 2010
- CR 104, Phase II May 2011
- RM 2338 (Pass Through Financing) Dec 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 Mar 2005
- County Road 112, Ph. 1 Aug 2005
- County Road 137 Oct 2005
- Limmer Loop, Ph. 1A Jul 2006
- Chandler Rd, Ph. 2 Dec 2007
- Limmer Loop, Ph. 1B Mar 2008
- Limmer Loop, Ph. 1C Oct 2008
- Gattis School Road Jun 2010
- US 79, Section 5B (Pass Through Financing) Aug 2010
- Chandler Rd, Ph. 3B Oct 2010
- US 79, Section 5A (Pass Through Financing) Dec 2010
- FM1660 @ Landfill Rd. Sep 2011
- BUS 79 Drainage Improvements Dec 2011

PRECINCT 1 COMMISSIONER BIRKMAN



Completed/Open to Traffic

- Anderson Mill Rd. 1.01 Avery Ranch Blvd. (183 to Parmer Lane) 1.02 Lake Creek Drainage – Phase 1 1.03 Lake Creek Drainage – Phase 2 1.04 McNeil Road - Phase 1 1.06 1.07 McNeil Road - Phase 2 Pond Springs at Turtle Rock Signal 1.08 RM 620 Feasibility Study 1.09
- 1.10 Wyoming Springs North Study
 1.11 RM 620 Interim Improvements Phase 1
 1.17 Pond Springs Road
- 1.20 Wyoming Springs (620 to Brightwater Blvd.)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

- 1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
- 1.23 Forest North Drainage Study
- 1.24 RM 620/SH 45/Pearson Ranch Road Intersection Study
- 1.25 King of Kings Crossing

CR 111 - Westinghouse Rd. (Hewlett Loop to FM 1460)

Project No.	08WC608					(original Contra	act Price =	\$5,864,053.94
Letting	Award	Notice To	Begin	Substantially	Work		Total Bid	<u>Days</u>	Total
		Proceed	Work	Complete	Accepted		Days	Added	Days
4/2/2008	4/15/2008	6/6/2008	6/16/2008	6/16/2010			730	60	790
Invoice	Beginning	Ending	Days	Current	Invoice	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	Used
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	-
28	6/1/2011	1/20/2012	N/A	\$3,528.00	\$6,355,753.94	\$72.00	\$129,709.26	97	-

2/3/2012 Comments -

The Certificate of Completion is being prepared and the Balancing Change Order has been executed. Final As-Built drawings have been received and accepted as complete. JCEvans' Bonding Company is scheduled to have Subcontractor Matoka construct the curb on the water quality pond next week, weather permitting. The Bonding Company will be responsible for completing the final punchlist items.

Omiginal Contract Duice -

05 064 052 04

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
01	9/23/2008	6.660.00	6.660.00

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

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
02	10/7/2008	100.144.67	106.804.67

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

 Change Order Number
 Approved
 Cost This CO
 Total COs

 03
 3/10/2009
 42,796.26
 149,600.93

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

 Change Order Number
 Approved
 Cost This CO
 Total COs

 04
 3/30/2009
 2.760.00
 152.360.93

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

 Change Order Number
 Approved
 Cost This CO
 Total COs

 05
 4/3/2009
 -92,636.54
 59,724.39

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

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

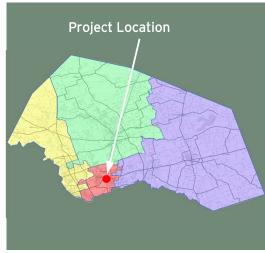
<u>Change Order Number</u> <u>Approved</u> <u>Cost This CO</u> <u>Total COs</u>

13 12/12/2011 -167,219.56 611,772.06

 $2E: Differing\ Site\ Conditions.\ Miscellaneous\ difference\ in\ site\ conditions\ (unforeseeable).\ Adjustment\ of\ quantities\ to\ meet\ field\ conditions.$

Adjusted Price = \$6,475,826.00





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: \$5.9 Million



JANUARY 2012 IN REVIEW

01/06/2012: Dan Williams (DWCO) poured the bridge slab units on Spans 7 - 9, removed edge forms on Spans 3 - 5 and began placing the welded wire cages for bridge rails on Spans 1 - 4. The Contractor compacted subgrade for the approach slabs and compacted flex base at the RM 620 intersection.

01/13/2012: DWCO placed forms for the Abutment 1 approach slab and poured Type 2 curb at the center median for the southbound lane.

01/20/2012: DWCO placed forms for the Abutment 10 approach slab and poured both approach slabs at Abutments 1 and 10. The Contractor placed rock rip rap south of the creek and completed flex base near RM 620.

01/27/201: DWCO poured the bridge rail on both sides of the bridge.

02/03/2012: DWCO finished flex base surface in preparation for placing prime coat on the northbound roadway. The Contractor formed and poured the bridge rail on the wingwalls at Abutment 1. DWCO excavated and graded subgrade south of the bridge. Subcontractor Houston Concrete Sawcutting grooved the driving surface of bridge. Subcontractor G.Carter bored conduit for the future permanent signals under RM 620 at the O'Connor intersection.





PRIME STRATEGIES,



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

Project No.	11WC906	(====	,			(Original Contr	act Price =	\$5,742,529.92
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
12/15/2010	2/8/2011	4/4/2011	4/6/2011	4/12/2012			365	0	365
Invoice	Beginning	Ending	Days	Current	Invoice	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	Used
1	4/1/2011	4/30/2011	17	\$286,628.40	\$286,628.40	\$31,847.60	\$31,847.60	5	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	6/30/2011	30	\$402,076.47	\$1,249,200.96	\$44,675.17	\$138,800.11	23	21
4	7/1/2011	7/31/2011	31	\$484,153.08	\$1,733,354.04	\$53,794.78	\$192,594.89	33	30
5	8/1/2011	8/31/2011	31	\$248,273.47	\$1,981,627.51	\$27,585.94	\$220,180.83	37	38
6	9/1/2011	9/30/2011	30	\$1,380,757.82	\$3,362,385.33	-\$43,213.18	\$176,967.65	60	47
7	10/1/2011	10/31/2011	31	\$482,955.73	\$3,845,341.06	\$25,418.72	\$202,386.37	69	55
8	11/1/2011	11/30/2011	30	\$356,504.94	\$4,201,846.00	\$18,763.42	\$221,149.79	75	63
9	12/1/2011	12/31/2011	31	\$243,808.39	\$4,445,654.39	\$12,832.02	\$233,981.81	79	72
10	1/1/2012	1/31/2012	31	\$206,548.83	\$4,652,203.22	\$10,870.99	\$244,852.80	83	80
Change Order N	<u>Number</u>		Approved			Cost This CO			Total COs
01			8/4/2011			7,113.00			7,113.00

⁶C: Untimely ROW/Utilities. Utilities not clear. This Change Order provides payment to the Contractor to relocate the existing safety lighting (2 poles) and conduit to a new location out of the way of the roadway improvements in the newly reconstructed center median on O'Connor Drive, north of RM 620.

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
02	8/19/2011	15,000.00	22,113.00

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.

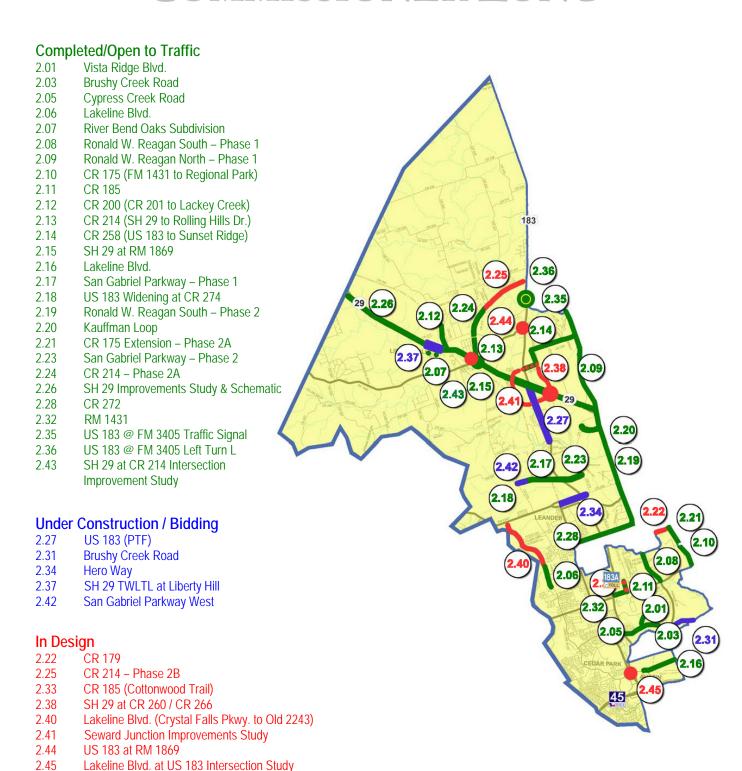
 Change Order Number
 Approved
 Cost This CO
 Total COs

 03
 12/12/2011
 142,720.32
 164,833.32

6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). This Change Order changes the project limits on the south end of the project to add two driveways, turn lane, and median break requested during the ROW acquisition negotiations. This Change Order also adds a storm sewer from the RM 620 Project so that the new pavement and raised concrete median will not be disturbed during the construction of the RM 620 Project. 1A: Design Error or Omission. Incorrect PS&E. This Change Order corrects various contract quantities for roadway, signal, striping, bridge items to match the design. Quantities for Excavation and Post Tensioning will be adjusted on a future change order. 4B: Third Party Accommodation. Third party requested work. This Change Order adds environmental remediation work required by TCEQ.

Adjusted Price = \$5,907,363.24

PRECINCT 2 COMMISSIONER LONG



Project No.	05WC324					(Original Contr	act Price =	\$15,857,326.54
Letting	Award	Notice To	Begin		Work		Total Bid	Days	Total
Letting	<u>riwara</u>	Proceed	Work	Work Complete	Accepted		Days	Added	Days
		1100000	<u>vv ork</u>	work complete	riccopica		<u>Duys</u>	<u>ridaca</u>	<u>Duys</u>
8/17/2005	9/27/2005	1/13/2006	1/23/2006	9/17/2008			540	212	752
Invoice	Beginning	Ending	<u>Days</u>	Current	Invoice	Current	Total	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	Used
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		\$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		-\$125,358.86	\$16,327.03	100	-
31	1/1/2010	1/31/2010	N/A		\$14,282,254.64	\$0.00	\$16,327.03	100	-
				,			,		

Original Contract Price - \$15,957,226.54

2/3/2012 Comments - The Contractor has completed all items added under Change Order No. 24. The GEC has resumed 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 01
 2/14/2006
 -2,114,062.05
 -2,114,062.05

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

 Change Order Number
 Approved
 Cost This CO
 Total COs

 02
 2/14/2006
 -192,122.88
 -2,306,184.93

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

 Change Order Number
 Approved
 Cost This CO
 Total COs

 03
 5/18/2006
 12.444.00
 -2.293,740.93

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

 Change Order Number
 Approved
 Cost This CO
 Total COs

 04
 7/11/2006
 128,440.00
 -2,165,300.93

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

 Change Order Number
 Approved
 Cost This CO
 Total COs

 05
 9/5/2006
 111,179.80
 -2,054,121.13

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

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

Cost This CO Change Order Number Approved Total COs 8/29/2006 59,041.60 -1,986,586.16 4B: Third Party requested work. Per the terms of the real estate contract agreement, the County must provide a driveway for the landowner. 6D: Untimely ROW. The real estate contract agreement was not finalized until after the contract plans were complete and the project was let. Fifteen (15) days were added to the Change Order Number Cost This CO Total COs Approved 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 Cost This CO Change Order Number Approved Total COs 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. Cost This CO Change Order Number Total COs Approved 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. Cost This CO Change Order Number Approved Total COs 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. Cost This CO Change Order Number 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. Change Order Number Cost This CO Total COs Approved 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. Cost This CO Change Order Number Approved Total COs 7/12/2007 -1,471,773.50 14 81.502.00 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. Change Order Number Approved Cost This CO Total COs

9/17/2007 4,010.38 15 -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.

Change Order Number Cost This CO Total COs Approved 8/15/2007 29,117.00 16 -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.

Cost This CO Change Order Number Total COs Approved -1,431,221.92 17 10/31/2007 7.424.20

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.

Change Order Number Cost This CO Approved Total COs 11/19/2007 0.00 -1,431,221.92 18

5E: Contractor Convenience. Other. The Owner may elect to reduce the contract retainage to 5% upon completion of 50% of the value of the work in keeping with current industry standard practice. The Owner may elect to further reduce the contract retainage to 2% upon issuance of the Certificate of Substantial Completion.

Cost This CO Change Order Number Total COs Approved 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

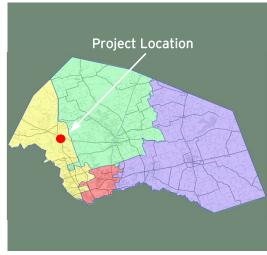
 Change Order Number
 Approved
 Cost This CO
 Total COs

 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





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



JANUARY 2012 IN REVIEW

01/06/2012: Dan Williams (DWCO) completed the removal of temporary pavement from the Green Valley crossover to the northbound bridge. The Contractor is placing topsoil along the edges of the travel lanes in various locations and in the median south of the river. Subcontractor APAC finished paving TY D asphalt on the side streets and driveways. Subcontractor Environmental Safety Services (ESS) is seeding in various locations.

01/13/2012: APAC paved the shoulder and the driveway on Riva Ridge. DWCO removed the temporary drainage structures at the High Gabriel detour and graded the drainage ditches to the permanent slopes. Subcontractor DIJ installed the striping paint in the final configuration. The Contractor began clean up operations and working on anticipated punchlist items.

01/20/2012: DWCO is continuing to place topsoil along the edges of the travel lanes and in the median. ESS is seeding in various locations.

01/27/2012: DWCO is constructing added driveways at for Giddens and Larson. ESS continues to seed and apply fertilizer in various areas.

02/03/2012: DWCO is cleaning up throughout the project.





PRIME STRATEGIES,



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

							0		, , ,
Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	<u>Days</u> Added	Total Days
		110000	77 OTA	· · or · comprete	recepted		<u> </u>	11444	<u>Dujo</u>
8/24/2009	8/25/2009	12/21/2009	12/23/2009	12/18/2012			627	0	627
	Invoice	Beginning	Ending	Days	Current	Invoice	<u>% (\$)</u>	% Time	
	Number	Date	Date	Charged	Invoice	Total	Used	Used	
	1	12/21/2009	12/31/2009	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	27	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		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	\$293,898.01	\$11,649,142.50	75	39	
	19	6/1/2011	6/30/2011	22	\$384,991.77	\$12,034,134.27	78	42	
	20	7/1/2011	7/31/2011	20	\$248,589.58	\$12,282,723.85	80	46	
	21	8/1/2011	8/31/2011	23	\$389,024.74	\$12,671,748.59	82	49	
	22	9/1/2011	9/30/2011	21	\$374,029.87	\$13,045,778.46	85	53	
	23	10/1/2011	10/31/2011	21	\$1,084,707.51	\$14,130,485.97	92	56	
	24	11/1/2011	11/30/2011	23	\$881,115.44	\$15,011,601.41	97	60	
	25	12/1/2011	12/31/2011	22	\$427,812.92	\$15,439,414.33	100	63	
	26	1/1/2012	1/31/2012	22	\$132,405.50	\$15,571,819.83	101	67	
Change Order 1	<u>Number</u>		Approved			Cost This CO			Total COs
01			5/4/2010			\$39,057.66			39,057.66

Original Contract Price = \$14,677,727.84

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 09
 2/11/2011
 5,063.90
 238,047.39

2J: Differing Site Conditions (unforeseeable). Other. This change order provides payment to reimburse the Contractor for costs associated with the removal and repair of Metal Beam Guard Fence at the southeast corner of the existing South San Gabriel River bridge, which was damaged by a errant driver on August 2, 2010.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 17
 5/13/2011
 28,718.40
 551,108.59

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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 18
 5/24/2011
 1,384.23
 552,492.82

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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 19
 5/24/2011
 17.868.14
 570.360.96

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). Detour 1 was widened to four lanes and traffic was switched to two-way in order to avoid conflicts with AT&T. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This change order it to compensate the Contractor for detour changes associated with River Run, Detour 2, Signal Hill, and Detour 1. Changes included the reduction of pavement thickness, the lengthening of the RCP, and the addition of modified MBGF and box culverts.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 20
 5/24/2011
 18,810.49
 589,171.45

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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 21
 5/25/2011
 36,654.00
 625,825.45

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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 22
 5/26/2011
 34,265.85
 660,091.30

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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 23
 5/24/2011
 11,264.05
 671,355.35

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

 Change Order Number
 Approved
 Cost This CO
 Total COs

 24
 6/24/2011
 15.057.00
 686.412.35

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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 25
 8/19/2011
 17 325 00
 703 737 35

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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 26
 8/19/2011
 2,542.57
 706,279.92

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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 27
 8/19/2011
 3 721 69
 710 001 61

2G.Differing site conditions. Unadjusted Utility, (unforseeable) This change order is compensate the contractor for work to install a 12" water line valve to an water line that was in conflict with the project grading. This allowed the owner to abandon the water line in conflict so the contractor could remove it. The owner provided the 12" valve, but additional items were required. This change order provides a lump sum for the labor, equipment and material required.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 28
 8/19/2011
 864.69
 710,866.30

2I: Differing Site Conditions (unforseeable). Additional Safety Concerns (unforseeable). This change order is to compensate the contractor for work associated with the removal, and replacement of a crash cushion that was damaged by a vehicle on or about 12-16-10. A police report is available for the accident.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 29
 8/19/2011
 9,664.52
 720,530.82

2I: Differing Site Conditions (unforseeable). Additional Safety Needs (unforseeable). This change order is to compensate the contractor for work associated with removing and rebuilding a crash cushion that was damaged by an unknown vehicle on or about 12-4-10.

Change Order Number Approved Cost This CO Total COst

30 8/19/2011 1,693.92 722,224.74
2I: Differing Site Conditions (unforseeable). Additional safety needs (unforeseeable). This change order is to compensate the contractor for work associated with the

removal, and rebuild of a crash cushion that was damaged by a vehicle on or about 9-24-10. A police report is available for the accident.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 31
 9/13/2011
 40,021.92
 762,246.66

3F: County Convenience. Additional work desired by the County. This change order provides for the installation of permanent traffic counters to quantify traffic on Northbound and Southbound US 183 for Williamson County reimbursement in accordance with the Pass Through Financing Agreement with TxDOT.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 32
 9/20/2011
 37,975.66
 800,222.32

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional pavement striping items required by changes in the phasing of the Traffic Control Plans due to unadjusted utilities. The changes in phasing allowed the Contractor to continue construction and avoid the unresolved utility conflicts. 1A: Design Error or Omission. Incorrect PS&E. This Change Order compensates the Contractor for pavement striping related work items that were not included in the original contract quantities to provide for temporary tabs during SMA paving operations.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 33
 10/11/2011
 -49,326.01
 750,896.31

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the Contractor for work associated with the redesign of Cross Culvert No. CC6. The original design of the culvert could not be used because an unknown existing 4x2 box culvert crossed under SH 29 where it would be in conflict with the bore for the new RCP drain pipe. Instead, the existing 4x2 box culvert will be incorporated into a new design to drain the area. Also included are the cost of restocking the 36 inch diameter pipe that was to be used for the bore under SH 29 and the costs associated with dewatering and filling back in the bore pit that had been dug to perform the bore.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 34
 10/25/2011
 2,613.54
 753,509.85

2G: Differeing Site Conditions. Unadjusted utility (unforseeable). This Change Order provides for the installation of the Hazardous Material Tank in the ditchline north of Green Valley Drive. The installation required relocation from the original design due to telephone lines in the original location. The location was moved closer to Green Valley and to the east in order to clear the lines. As a result the previously installed RCP culvert under Green Valley was shortened and the SET was recast. The Contract also did not include pay items for the installation of the associated siphon pipe for the two HMTs associated with the SB Bridge. This Change Order includes costs associated with the material and labor for the siphon pipe installation.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 35
 1/27/2012
 998.21
 754,508.06

2I: Differing Site Conditions, Additional Safety Concerns. This change order is to compensate the contractor for work associated with the removal, and replacement of a crash cushion that was damaged by a vehicle on 4-8-11. A police report is available for the accident. At that time the crash cushion was located at the north end of CTB at approximately Sta 1046+67 on US 183 per sheet 73 of Phase II step 2 of the traffic control plans.

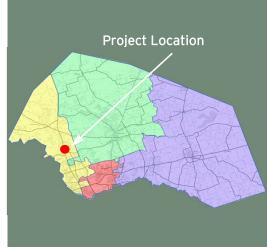
 Change Order Number
 Approved
 Cost This CO
 Total COs

 36
 1/27/2012
 966.06
 755.474.12

2I: Differing Site Conditions, Additional Safety Concerns. This change order is to compensate the contractor for work associated with the removal, and replacement of a crash cushion that was damaged by a vehicle on 2-9-11. A police report is available for the accident. At that time the crash cushion was located at the north end of CTB at approximately Sta 19+80 on SH 29 per sheet 58A of Phase II step 1A of the traffic control plans.

Adjusted Price = \$15,433,201.96





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 - Summer 2012 Estimated Construction Cost: \$4.2 Million



JANUARY 2012 IN REVIEW

01/06/2012: DNT installed the drain pipe for the underdrain in Pond A. Subcontractor SFC Bridge Systems completed adjustments to the coping on the Brushy Creek bridge. Subcontractor Greater Austin formed lids for the curb inlets along the north side of the roadway from the west end to Wall 1.

01/13/2012: DNT is installing the outfall pipes for Pond A and Pond B. Greater Austin completed pouring the concrete lids on the curb inlets from the west end of the project to the west end of Wall 1.

01/20/2012: DNT is grading the slopes in Pond A. Subcontractor Matoka installed the underdrain in Pond A and began installing the pipes, gravel and sand bedding for the filtration system in Pond B.

01/27/2012: Matoka continues to install pipes, gravel, and sand in Pond B and began constructing the gabion dam in Pond B. Greater Austin formed and poured SETs at driveways 1, 4, & 5 and concrete rip rap in Pond A.

02/03/2012: DNT is grading subgrade from west of Wall 1 to approximately 300 LF west of the 183A tie-in. Matoka completed the gabion dam in Pond B and began installing the gravel and sand in Pond A for the filtration system.





PRIME STRATEGIES, INC.



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

Williamson County Road Bond Program

Hero Way (US 183 to CR 269)

Project No.	10WC823					(Original Contr	act Price =	\$4,232,522.80
Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
9/28/2010	12/15/2011	1/23/2012	2/3/2011	Summer 2012			365	0	365
Invoice Number 1 2 3 4 5 6 7 8 9 10	Beginning Date 2/1/2011 3/1/2011 4/1/2011 5/1/2011 6/1/2011 7/1/2011 8/1/2011 10/1/2011 11/1/2011 12/1/2011	Ending Date 2/28/2011 3/31/2011 4/30/2011 5/31/2011 6/30/2011 7/31/2011 8/31/2011 9/30/2011 10/31/2011 11/30/2011 12/31/2011	Days Charged 0 0 0 0 0 0 0 0 0 0 0 0	Current Invoice \$188,841.24 \$184,032.05 \$152,816.07 \$174,343.03 \$409,176.00 \$60,186.25 \$132,146.49 \$37,783.92 \$67,271.94 \$223,440.76 \$221,063.08	Invoice Total \$188,841.24 \$372,873.29 \$525,689.36 \$700,032.39 \$1,109,208.39 \$1,169,394.64 \$1,301,541.13 \$1,339,325.05 \$1,406,596.99 \$1,630,037.75 \$1,851,100.83	Current Retainage \$20,982.36 \$20,448.01 \$16,979.56 \$19,371.45 \$45,464.00 \$6,687.36 \$14,682.94 \$4,198.21 \$7,474.67 \$24,826.75 \$24,562.56	Total Retainage \$20,982.36 \$41,430.37 \$58,409.93 \$77,781.38 \$123,245.38 \$129,932.74 \$144,615.68 \$148,813.89 \$156,288.56 \$181,115.31 \$205,677.87	% (\$) <u>Used</u> 5 10 14 18 29 31 34 35 37 43 49	% Time Used 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
12	1/1/2012	1/31/2012	8	\$70,609.87	\$1,921,710.70	\$7,845.54	\$213,523.41	51	2
Change Order N	<u>Number</u>		<u>Approved</u> 4/26/2011			Cost This CO 10,399.12			Total COs 10,399.12

²E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This change order provides payment to the Contractor for installing woven wire fencing instead of 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.

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
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.

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
03	8/2/2011	16,661.05	-67,691.49

1A: Design Error or Omission. Incorrect PS&E. This Change Order corrects the contract quantity of rip rap to match the designed quantity on the plans and summary sheet. 3H: County Convenience. Cost savings opportunity discovered during construction. The standard for curb inlets was changed from the specified TxDOT San Antonio District Standards to the TxDOT Austin District Standards. The City of Leander concurs with the change in inlet standards.

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
04	8/2/2011	36,278.03	-31,413.46

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides compensation to the Contractor to expand Pond A and raise the pond elevation due to groundwater that was encountered during excavation to the proposed plan grade. The design of the vertical alignment of Storm Drain Line A was also adjusted. These changes have been approved by TCEQ.

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
05	8/2/2011	550.00	-30 863 46

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides compensation for additional work by the Contractor to cap an existing sanitary sewer line vent pipe, which is located in the middle of the proposed roadway.

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
06	10/18/2011	11,790.00	-19,073.46

2G: Differing Site Conditions (unforeseeable). Unadjusted Utility (unforeseeable). This Change Order provides payment to the Contractor to upgrade the existing 12 inch waterline on the east side of the railroad tracks. The existing waterline is old and contains several bends, making it difficult to be installed with the proposed split encasement. The old line will be removed, the new waterline will be placed in the encasement, and then the entire section will be set back in line with the existing waterline. This will allow for the City of Leander to tie-in to the new section when they upgrade the rest of the existing line.

Adjusted Price = \$4,213,449.34

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

Project No. 11WC903		`	·				Original Contra	\$1,182,680.88	
Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	<u>Days</u> <u>Added</u>	Total <u>Days</u>
12/8/2010	2/1/2011	4/19/2011	4/21/2011	10/26/2011			220	0	220
Invoice Number 1 2 3 4 5	Beginning Date 4/1/2011 5/1/2011 6/1/2011 7/1/2011 8/1/2011	Ending Date 4/30/2011 5/31/2011 6/30/2011 7/31/2011 8/31/2011	Days Charged 3 31 30 31 31	Current Invoice \$152,687.25 \$268,738.47 \$61,597.80 \$272,182.59 \$173,091.62	Invoice Total \$152,687.25 \$421,425.72 \$483,023.52 \$755,206.11 \$928,297.73	Current Retainage \$16,965.25 \$29,859.83 \$6,844.20 -\$13,921.59 \$9,110.09	\$46,825.08 \$53,669.28 \$39,747.69 \$48,857.78	% (\$) <u>Used</u> 14 39 45 67 82	% Time <u>Used</u> 1 15 29 43 57
6 7	9/1/2011 10/1/2011	9/30/2011 10/31/2011	30 31	\$3,457.51 \$178,765.67	\$931,755.24 \$1,110,520.91	\$181.97 \$9,408.72	,	82 98	71 85

2/3/2012 Comments - Substantial Completion was issued 11/11/2011 with an effective date of 10/26/2011. A Ribbon Cutting Ceremony was held on 11/2/2011 and the roadway is now open to the traveling public. Ranger is working on the punchlist items.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 02
 10/18/2011
 8,220.00
 8,220.00

C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order provides payment to the Contractor for additional flex base at the west end of the project, the tie in at the 183A northbound frontage road. The grades at the tie-in built by CTRMA's contractor are approximately 1'4" higher than shown on the San Gabriel Parkway plans

 Change Order Number
 Approved
 Cost This CO
 Total COs

 03
 11/15/2011
 827.55
 9,047.55

1B: Design Error or Omission. Other. This Change Order provides payment to the Contractor for installing signs that were incorrectly quantified in the plans and adds a new contract item for the signs.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 04
 12/22/2011
 827.55
 9,875.10

2I: Differing Site Conditions. Additional safety needs (unforeseeable). This Change Order provides payment to the contractor for changes made to the striping layout due to unsafe passing zones.

Adjusted Price = \$1,192,555.98





SH 29 TWO-WAY LEFT TURN LANE @ LIBERTY HILL

(4000' west of Cemetery to CR 200)

Project Length: 1.7 Miles

Roadway Classification: Rural Arterial

Roadway Section: Four-lane divided roadway with center turn lane

and shoulders

Project Schedule: December 2011 - September 2012

Estimated Construction Cost: \$3.0 Million



JANUARY 2012 IN REVIEW

01/06/2012: Joe Bland excavated for the footings of the Culvert 2 & 3 downstream extensions. The Contractor poured the footing and placed wall forms for the Culvert 1 downstream extension. Joe Bland excavated, graded and compacted subgrade for the eastbound roadway widening.

01/13/2012: On the downstream extensions, Joe Bland poured walls & the top slab at Culvert 1 and poured the footing & wingwalls at Culvert 2.

01/20/2012: Joe Bland completed excavation for the Culvert 3 downstream extension footing. The Contractor continues to prepare subgrade for the eastbound widening from Culvert 2 to CR 277.

01/27/2012: Joe Bland poured the footing and placed wall forms for the Culvert 3 downstream extension. The Contractor continues to finish subgrade between Culverts 2 and 3 for the eastbound roadway widening.

02/03/2012: On the downstream ends, Joe Bland poured the footings for Culverts 4 & 5 and poured the walls for Culvert 3. The Contractor began excavating for the upstream extensions of Culverts 3, 4, & 5. Joe Bland began placing flex base between Culverts 2 & 3 for the eastbound widening.





PRIME STRATEGIES, INC.



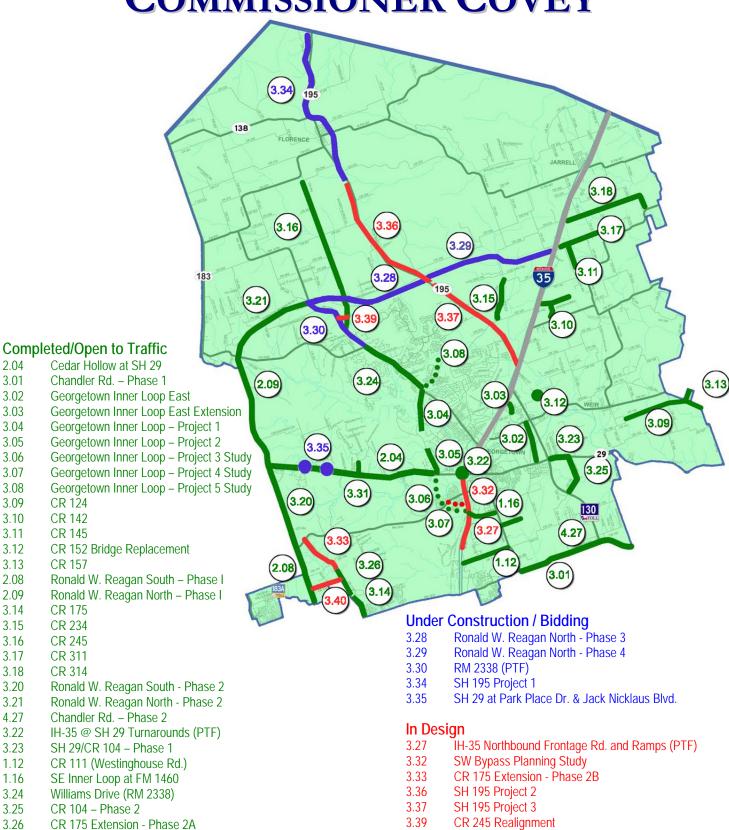
Design Engineer: CP&Y
Contractor: Joe Bland Construction
Construction Observation:
Joe Fitzner. HDR

Williamson County Road Bond Program

SH 29 Two-Way Left Turn Lane at Liberty Hill

Project No.	11WC915						Original Cor	\$2,981,784.92	
Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
7/21/2011	8/31/2011	12/2/2011	12/17/2011	9/1/2012			260	0	260
	Invoice	Beginning	Ending	Days	Current	Invoice	<u>% (\$)</u>	% Time	
	Number	Date	Date	<u>Charged</u>	Invoice	Total	Used	Used	
	1	11/1/2011	11/30/2011	0	\$66,105.50	\$66,105.50	2	0	
	2	12/1/2011	12/31/2011	15	\$104,377.00	\$170,482.50	6	6	6
	3	1/1/2012	1/31/2012	31	\$104,408.00	\$209,552.00	7	18	18
							Adj	usted Price =	\$2,981,784.92

PRECINCT 3 COMMISSIONER COVEY



3.31

SH 29 Improvements Study & Schematic

CR 179

3.40

1103000110	05 11 0100					,)11g111u1	1400111100	Ψ11, 10 1,000.11
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion Due	Work Accepted		Total Bid Days	<u>Days</u> Added	<u>Total</u> Days
		110000	WOIR	Completion Due	recepted		Buys	ridded	Days
12/17/2008	1/20/2009	3/2/2009	3/16/2009	2/28/2011			570	133	703
	Invoice	Beginning	Ending	Days	Current	Invoice	<u>% (\$)</u>	% Time	
	Number	<u>Date</u>	Date	Charged	<u>Invoice</u>	<u>Total</u>	<u>Used</u>	Used	
	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	14	15	
	5	7/1/2009	7/31/2009	30	\$439,814.28	\$2,315,223.07	17	19	
	6	8/1/2009	8/31/2009	31	\$748,866.19	\$3,064,089.26	23	24	
	7	9/1/2009	9/30/2009	30	\$1,044,554.30	\$4,108,643.56	30	28	
	8	10/1/2009	10/31/2009	31	\$560,440.65	\$4,669,084.21	35	32	
	9	11/1/2009	11/30/2009	28	\$489,651.00	\$5,158,735.21	38	36	
	10	12/1/2009	12/31/2009	30	\$347,909.60	\$5,506,644.81	41	41	
	11	1/1/2010	1/31/2010	30	\$236,560.28	\$5,743,205.09	42	45	
	12	2/1/2010	2/28/2010	28	\$255,322.06	\$5,998,527.15	44	49	
	13	3/1/2010	3/31/2010	31	\$258,010.86	\$6,256,538.01	46	53	
	14	4/1/2010	4/30/2010	30	\$212,301.25	\$6,468,839.26	48	58	
	15	5/1/2010	5/31/2010	30	\$417,038.91	\$6,885,878.17	51	62	
	16	6/1/2010	6/30/2010	30	\$528,804.07	\$7,414,682.24	55	66	
	17	7/1/2010	7/31/2010	30	\$252,045.70	\$7,666,727.94	57	70	
	18	8/1/2010	8/31/2010	31	\$849,838.78	\$8,516,566.72	63	75	
	19	9/1/2010	9/30/2010	29	\$726,706.61	\$9,243,273.33	68	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	95	100	
	26	4/1/2011	4/30/2011	0	\$152,128.70	\$13,018,708.38	96	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	97	100	
	29	8/1/2011	11/30/2011	0	\$53,780.25	\$13,200,736.17	98	100	

Original Contract Price = \$11,464,068.41

2/3/2012 Comments - A request for Substantial Completion and draft punchlist was submitted on 4/28/11. The City of Georgetown provided a draft punchlist on 10/20/11 and a final walk-though was performed on 10/27/11. CTSUD has provided a final punchlist. A Ribbon Cutting Ceremony was held on 12/16/10. A Change Order for safety illumination and corrections to the pedestrian crossing at the intersection of Williams and Wildwood is being developed. Subcontractor Matoka is nearing completion of the installation of the additional MBGF required to be added to the project by TxDOT.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 25
 10/25/2011
 53,780.25
 2,061,304.29

3M: County Convenience. Other. As required by Item 341, this Change Order adjusts the amount of compensation paid to the Contractor based upon the quality of the remaining hot mix asphalt surface produced and placed on the project. The Contractor has met the requirements to receive an asphalt production & placement bonus for the remaining hot mix asphalt surface on the project.

Adjusted Price = \$13,525,372.70

PASS THROUGH FINANCING: RM 2338 Phase 2 (FM 3405 to Ronald Reagan Blvd)

Letting	Award	Notice To	Begin	Anticipated	Work		Total Bid	Days	Total
		Proceed	Work	Work Complete			Days	Added	Days
1/13/2010	2/2/2010	5/18/2010	6/1/2010	5/6/2012			540	0	540
	Invoice	Beginning	Ending	<u>Days</u>	Current	Invoice	<u>% (\$)</u>	% Time	
	Number	Date	Date	Charged	Invoice	<u>Total</u>	Used	Used	
	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	52	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	
	16	8/1/2011	8/31/2011	31	\$468,188.84	\$5,856,864.64	66	34	
	17	9/1/2011	9/30/2011	30	\$1,068,252.08	\$6,925,116.72	78	40	
	18	10/1/2011	10/31/2011	31	\$773,337.00	\$7,698,453.72	87	45	
	19	11/1/2011	11/30/2011	30	\$563,656.72	\$8,262,110.44	93	51	
	20	12/1/2011	12/31/2011	31	\$49,465.89	\$8,311,576.33	94	57	
	21	1/1/2012	1/31/2012	31	\$5,306.61	\$8,316,882.94	94	62	
2/3/2012	Comments -	Substantial Cor	npletion has be	en requested by t	he Contractor on	12/6/2011 and a p	ounchlist was re	eceived from TxI	OOT on 12/13/
		Joe Bland is wo	orking on puncl	nlist items. Discu	ssions with TxD	OT are underway i	regarding the ac	cceptance of the	asphalt pavem
		surface course.							
ange Order	Number		Approved			Cost This CO			Total COs
01			8/18/2010			7,115.24			7,115.24
: Design Er a.	ror or Omissio	n. Incorrect PS&	E. This change	e order changes th	ne angle of the bo	x culvert extension	n of Box Culve	rt #2 to match th	e adjacent dra
ange Order 02	Number		<u>Approved</u> 9/16/2010			Cost This CO 21,080.00			Total CO: 28,195.24
-			•	unty. This chang yay acquisition ne		eways at new loca	tions and revise	es drainage items	s related to the
ange Order	Number		Approved			Cost This CO			Total CO:
03			4/8/2011			21,030.00			49,225.24
0 , 0		ماء واسمونو المسمنة الم	ainad bardha Ca	unter This Cham	~~ Oudon ~~~~~	sates the Contract		Gold office for the	

Cost This CO Change Order Number Approved Total COs 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.

Change Order Number Approved Cost This CO Total COs

19.684.00

31,951.08

123,927,32

05 4/18/2011 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.

Change Order Number Cost This CO Total COs Approved

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

superelevatoin in order to minimize the erosion of topsoil through additional stabilization and faster vegetative establishment. Change Order Number Cost This CO Total COs Approved

7/19/2011

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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 08
 1/27/2012
 18,952.50
 142,879.82

3F: County Convenience. Additional work desired by the County. This Change Order pays the contractor for costs to install permanent traffic counters on RM 2338.

Adjusted Price = \$8,843,078.38

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

Project No.	10WC812	TxDOT ČSJ	(Original Cont	ract Price =	\$2,247,002.60			
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid <u>Days</u>	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
5/19/2010	7/29/2010	9/2/2010	9/17/2010	5/26/2011			365	0	365
	Invoice	Beginning	Ending	Days	Current	Invoice	<u>% (\$)</u>	% Time	
	Number	Date	<u>Date</u>	Charged	Invoice	<u>Total</u>	Used	Used	
	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	31	20	
	4	12/1/2010	12/31/2010	28	\$501,134.61	\$1,174,088.07	54	28	
	5	1/1/2011	1/31/2011	31	\$121,082.45	\$1,295,170.52	59	36	
	6	2/1/2011	2/28/2011	28	\$199,360.28	\$1,494,530.80	68	44	
	7	3/1/2011	3/31/2011	31	\$259,716.11	\$1,754,246.91	80	53	
	8	4/1/2011	4/30/2011	30	\$314,268.02	\$2,068,514.93	94	61	
	9	5/1/2011	5/31/2011	26	\$78,895.63	\$2,147,410.56	98	68	
	10	7/1/2011	7/31/2011	0	\$29,374.54	\$2,176,785.10	99	68	

Comments - The Ribbon Cutting Ceremony was held on 5/26/11 and the roadway is now open to the traveling public. The City of Georgetown provided a draft punchlist on 10/20/11 and a final walk-though was performed on 10/27/11. Chasco installed additional erosion control devices at their own expense in order to stabilize the project in lieu of vegetative establishment and has completed the punchlist items. The Certificate of Acceptance is being prepared.

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
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.

Change Order Number Approved Cost This CO Total COs 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.

Cost This CO **Approved** Change Order Number Total COs 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.

Cost This CO Change Order Number Approved Total COs 7/26/2011 17,706.17

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.

Change Order Number Cost This CO Total COs Approved 11/8/2011 -87,764.21 -57,552.69

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). Adjustment of quantities to meet field conditions.

Adjusted Price = \$2,189,449.91

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

Project No.	11 W C902						mginai Conus	act Price –	\$9,449,782.66
Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
12/8/2010	2/16/2011	5/23/2011	3/31/2011	2/20/2013			630	0	630
<u>Invoice</u> Number	Beginning Date	Ending Date	Days Charged	<u>Current</u> Invoice	<u>Invoice</u> Total	Current Retainage	<u>Total</u> Retainage	% (\$) Used	<u>% Time</u> Used
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	25	9
5	8/1/2011	8/31/2011	31	\$356,504.40	\$2,551,485.50	\$39,611.60	\$283,498.39	30	14
6	9/1/2011	9/30/2011	30	\$560,341.80	\$3,111,827.30	\$62,260.20	\$345,758.59	36	19
7	10/1/2011	10/31/2011	31	\$527,944.35	\$3,639,771.65	\$58,660.48	\$404,419.07	42	24
8	11/1/2011	11/30/2011	30	\$418,117.49	\$4,057,889.14	\$46,457.50	\$450,876.57	47	29
9	12/1/2011	12/31/2011	31	\$35,120.41	\$4,093,009.55	\$3,902.27	\$454,778.84	47	34

2/3/2012 Comments -

A takeover agreement is being developed between The County and American Surety for a new Contractor to complete reamining work on the project. The original project scope will be completed within the contracted schedule and cost.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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).

 Change Order Number
 Approved
 Cost This CO
 Total COs

 02
 9/20/2011
 1,314.05
 33,864.05

1A: Design Error or Omission. Incorrect PS&E. This Change Order corrects the quantity for the length of the bridge beams at Berry Creek and adds a pay item for drill shaft cores.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 03
 10/25/2011
 75,804.00
 109,668.05

3F: County Convenience. Additional work desired by the County. The Change Order compensates the Contractor for installing fencing along the ROW where property was donated for the project (Madison). This Change Order also adds quantities to the Prep ROW, Excavation, Embankment, and Curb & Gutter Items in the Contract for the portion of the roadway north of SH 195; which were inadvertently omitted by the Engineer during the bidding process.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 04
 12/12/2011
 41,952.68
 151,620.73

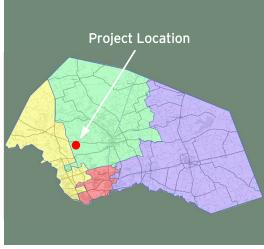
2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order provides payment to the contractor for investigating and backfilling karst features discovered during construction. The features are to backfilled according to a plan approved by the TCEQ. 3F: County Convenience. Additional work desired by the County. This Change Order also adds a drop inlet to the project at Sta. 1104+90 to improve drainage.

Adjusted Price = \$9,601,403.39

Original Contract Price -

00 440 702 ((





SH 29 IMPROVEMENTS @ PARK PLACE & JACK NICKLAUS

Project Length: 0.3 Miles

Roadway Classification: Rural Arterial

Roadway Section: Addition of right turn lanes

Project Schedule: January 2012 - July 2012 Estimated Construction Cost: \$420,000



JANUARY 2012 IN REVIEW

01/06/2012: Subcontractor Roadway Specialties began installing erosion control devices at Park Place and Jack Nicklaus.

01/13/2012: Wolff Construction is surveying the project and setting control. The Contractor began sawcutting the existing asphalt for the right turn lane (RTL) at Park Place. Subcontractor N Line installed the perimeter barricades.

01/20/2012: The Groundbreaking Ceremony was held on 1/18/2012. Wolff Construction is grading subgrade for the RTL widening at Park Place. At Jack Nicklaus, the Contractor demolished the existing 4 x 5 box culvert and potholed the existing 10-inch water line.

01/27/2012: Wolff Construction completed the subgrade and placed first course flex base from Sta 13+00 to 18+00 on the Park Place RTL.

02/03/2012: Wolff Construction placed first course of flex base from the west end of the project to Sta 13+00 on the Park Place RTL. The Contractor poured the headwall footing and the headwall for the Culvert 3 extension at Jack Nicklaus. Wolff Construction also removed the existing waterline and completed the installation of the new 10-inch waterline at Jack Nicklaus.





PRIME STRATEGIES,



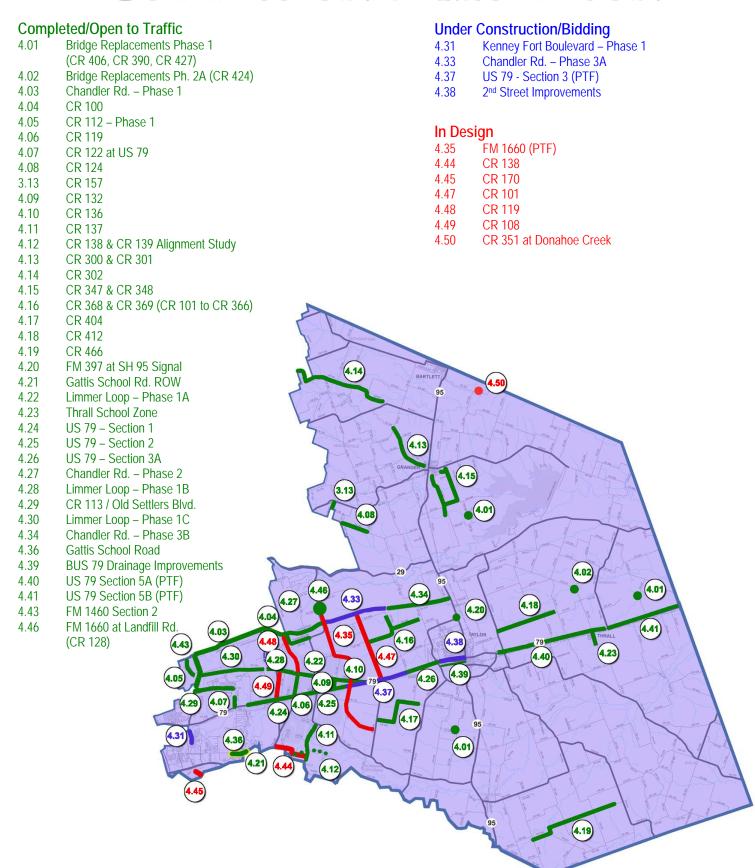
Design Engineer: CP&Y Contractor: Wolff Construction Construction Observation: Kenneth Marak, Williamson County

Williamson County Road Bond Program

SH 29 Intersection Improvements at Park Place & Jack Nicklaus

Project No.	11WC916						Original Contra	act Price =	\$418,945.18
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
10/26/2012	11/15/2012	1/4/2012	1/6/2012	7/11/2012			180	0	180
<u>Invoice</u> <u>Number</u> 1	Beginning Date 1/1/2012	Ending Date 1/25/2012	Days Charged 25	<u>Current</u> <u>Invoice</u> \$36,347.00	<u>Invoice</u> <u>Total</u> \$36,347.00	Current Retainage \$4,038.56	Total Retainage \$4,038.56	% (\$) <u>Used</u> 10	% Time Used 14
							Adjus	ted Price =	\$418,945.18

PRECINCT 4 COMMISSIONER MORRISON



PASS THROUGH FINANCING: US 79, Section 5B (FM 1063 to Milam County Line)

Project No	ject No. 08WC607 TxDOT CSJ: 0204-04-042						Original Contract Price = \$16,986,053.49		
Letting	Award	Notice To	Begin	Substantially	Work		Total Bid	Days	Total
		Proceed	Work	Complete	Accepted		Days	Added	Days
		110000	110111	Compiete	recepted		<u> 24,5</u>	114404	<u> </u>
4//16/08	4/28/2008	7/11/2008	7/23/2008	8/7/2010			499	58	557
	Invoice	Beginning	Ending	Days	Current	Invoice	<u>% (\$)</u>	% Time	
	Number	Date	Date	Charged	Invoice	Total	Used	Used	
	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		\$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	97	99	
	26	8/1/2010	8/31/2010	3	\$230,786.73		99	100	
	27	9/1/2010	9/30/2010	0	\$40,686.85	\$15,571,615.89	99	-	
	28	10/1/2010	10/31/2010	0	\$63,281.64	. , ,	99	_	
	29	11/1/2010	11/30/2010	0	\$82,150.46	\$15,717,047.99	100	-	
	30	3/1/2011	3/31/2011	0	\$21,455.00		100	-	
	31	7/1/2011	7/31/2011	0	\$9,957.77		100	-	

12/30/2011 Comments - Substantial Completion was issued effective 8/27/10. JC Evans has completed the punch list items. Need remaining lien waivers to release final mobilization payment on project to Bonding Company.

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
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).

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
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.

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
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.

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 08
 5/3/2010
 -352,437.79
 -525,791.56

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

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 13
 11/30/2010
 -338,170.26
 -1,017,381.0

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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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".

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

<u>Change Order Number</u> <u>Approved</u> <u>Cost This CO</u> <u>Total COs</u>

-189.794.40

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). Adjustment of quantities to meet field conditions.

10/4/2011

16

Adjusted Price = \$15,759,760.38

-1,226,293.11

Business 79 Drainage Improvements

Project No.	09WC712					(Original Contra	act Price =	\$3,735,873.35
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	<u>Days</u> <u>Added</u>	Total <u>Days</u>
11/19/2009	12/15/2009	3/26/2010	4/7/2010	12/23/2011			304	322	626
Invoice	Beginning	Ending	<u>Days</u>	Current	Invoice	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	<u>Date</u>	<u>Date</u>	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	<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	14
4	7/1/2010	7/31/2010	31	\$516,644.68	\$1,432,350.35	\$57,404.97	\$159,150.04	42	19
5	8/1/2010	8/31/2010	31	\$129,021.10	\$1,561,371.45	\$14,335.68	\$173,485.72	46	23
6	9/1/2010	9/30/2010	30	\$20,700.00	\$1,582,071.45	\$2,300.00	\$175,785.72	38	28
7	10/1/2010	10/31/2010	31	\$206,908.58	\$1,788,980.03	\$22,989.84	\$198,775.56	43	33
8	11/1/2010	11/30/2010	30	\$159,507.79	\$1,948,487.82	\$17,723.09	\$216,498.65	47	38
9	12/1/2010	12/31/2010	31	\$246,300.38	\$2,194,788.20	\$27,366.71	\$243,865.36	53	43
10	1/1/2011	1/31/2011	31	\$325,167.20	\$2,519,955.40	-\$111,236.13	\$132,629.23	58	48
11	2/1/2011	2/28/2011	28	\$175,330.01	\$2,695,285.41	\$9,227.90	\$141,857.13	62	52
12	3/1/2011	3/31/2011	31	\$265,890.19	\$2,961,175.60	\$13,994.22	\$155,851.35	68	57
13	4/1/2011	4/30/2011	30	\$207,391.40	\$3,168,567.00	\$10,915.33	\$166,766.68	73	62
14	5/1/2011	5/31/2011	31	\$207,880.17	\$3,376,447.17	\$9,247.30	\$176,013.98	78	67
15	6/1/2011	6/30/2011	30	\$275,449.34	\$3,651,896.51	\$14,497.33	\$190,511.31	84	72
16	7/1/2011	7/31/2011	31	\$191,148.63	\$3,843,045.14	\$10,060.45	\$200,571.76	88	77
17	8/1/2011	8/31/2011	31	\$145,563.74	\$3,988,608.88	\$7,661.25	\$208,233.01	92	82
18	9/1/2011	9/30/2011	30	\$141,600.38	\$4,130,209.26	\$7,452.66	\$215,685.67	95	87
19	10/1/2011	10/31/2011	31	\$54,473.00	\$4,184,682.26	\$2,867.00	\$218,552.67	96	92
20	11/1/2011	11/30/2011	30	\$56,546.14	\$4,241,228.40	\$2,976.11	\$221,528.78	97	96
21	12/1/2011	12/31/2011	23	\$276,491.11	\$4,517,719.51	-\$129,911.88	\$91,616.90	100	100

2/3/2012 Comments - Substantial Completion was issued on 1/10/2012 with an effective date of 12/23/2011. The Contracor is working on punchlist items. The drainage facilities are being used for their intended purposes.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 01
 8/13/2010
 26,034.75
 26,034.75

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

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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).

 Change Order Number
 Approved
 Cost This CO
 Total COs

 05
 6/24/2011
 1,410.85
 756,144.62

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

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

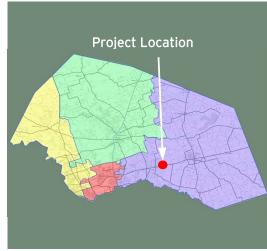
 Change Order Number
 Approved
 Cost This CO
 Total COs

 07
 12/22/2011
 85,174.23
 841,318.85

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This Change Order compensates the Contractor for additional scope due to encountering debris under the railroad tracks. All costs for removing the debris under the tracks and the purchase & installation of the liner plates with daily grouting for Line F are included.

Adjusted Price = \$4,577,192.20





US 79 SECTION 3

(East of FM 1660 to CR 402)

Project Length: 3.4 Miles

Roadway Classification: Rural/Suburban Arterial

Roadway Section: Four-Lane Divided

Project Schedule: September 2010 - Spring 2012 Estimated Construction Cost: \$11.7 Million



JANUARY 2012 IN REVIEW

01/06/2012: Subcontractor Roadway Specialties (RSI) replaced silt fence with rock filter dams between Cottonwood Creek and CR 132 and installed additional silt fence in various locations. Subcontractor Fuguay power washed the wastewater manholes and began applying the spray liner.

01/13/2012: Fuquay continued to apply the spray liner to the wastewater manholes on the west end of the project.

01/20/2012: Subcontractor DNT completed driveway installation on Limmer Loop for the Nelson properties and began general clean up on the project. Fuquay completed applying the spray liner to the wastewater manholes. Subcontractor Aaron Concrete milled out the eastbound detour and an old portion of Limmer Loop near US 79. RSI installed delineators at new MBGF throughout the project.

01/27/2012: DNT continued backfilling and grading the median ditch at the east end. RSI lengthened various rock berms throughout the project.

02/03/2012: Greater Austin began forming SETs for the Nelson driveways. RSI repaired silt fence in various locations damaged by recent rain events.





PRIME STRATEGIES, INC.



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

Regin

Anticipated

Work

Notice To

Lettino

Award

Letting	Award	Proceed	<u>Begin</u> Work	Work Complete	Work Accepted		Days	<u>Days</u> Added	<u>Total</u> <u>Days</u>
		1100000	WOIR	Work complete	recepted		<u>Duys</u>	ridded	<u>Duys</u>
6/30/2010	7/30/2010	9/13/2010	9/27/2010	Spring 2012			455	45	500
	Invoice	Beginning	Ending	<u>Days</u>	Current	Invoice	<u>% (\$)</u>	% Time	
	Number	Date	Date	Charged	Invoice	Total	Used	Used	
	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	19	13	
	4	12/1/2010	12/31/2010	31	\$808,670.31	\$3,083,464.00	26	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	
	11	7/1/2011	7/31/2011	31	\$560,375.02	\$7,458,288.84	64	61	
	12	8/1/2011	8/31/2011	31	\$167,430.23	\$7,625,719.07	65	67	
	13	9/1/2011	9/30/2011	30	\$510,778.58	\$8,136,497.65	70	73	
	14	10/1/2011	10/31/2011	31	\$1,597,202.39	\$9,733,700.04	83	80	
	15	11/1/2011	11/30/2011	30	\$440,938.39	\$10,174,638.43	87	86	
	16	12/1/2011	12/31/2011	31	\$15,467.58	\$10,190,106.01	87	92	
Change Order N	Number		Approved			Cost This CO			Total COs
01			8/25/2010			0.00			0.00
1A. Design Erro	or or Omission.	Incorrect PS&E	. In the release	e of Addendum #3	3, the Engineer in	advertently added	a bid item back	in for Vegetative	Watering, which
had been chang	ed to be a subsid	liary cost in Ade	dendum #2. T	his change order o	deletes the Vegeta	ative Watering bid	tem and move	s that cost to mob	ilization.
Change Order N	Jumbar		Approved			Cost This CO			Total COs
02	<u>vuilibei</u>		3/21/2011			12.063.36			12,063.36
	ite Conditions (1	inforeseeable)		difference in site	conditions (unfor	,	The existing	material in the are	ea where Culvert D
_	,	,			,	existing material v	_		
	stabilize the ar		•		determined that	existing material v	route nave to c	o removed und in	ut 5 A5 Took
Change Order N	Jumber		Approved			Cost This CO			Total COs
03	14111001		3/21/2011			25.000.00			37,063.36
	venience Revi	sing safety work		ired by the County	v. This change o	rder will add a pay	item to cover	expenses associate	
-		0 ,				1 2		*	will be made based
			•		•			ioi and did nem v	se made oused
on actual invoices prepared by Law Enforcement agencies plus a 5% markup as allowed by TxDOT specifications.									

Original Contract Price = \$11,500,547.03

Total

Days

Total Rid

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 08
 9/20/2011
 57.493.64
 183.097.44

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

 Change Order Number
 Approved
 Cost This CO
 Total COs

 09
 10/4/2011
 -14.350.00
 168.747.44

3E: County Convenience. Reduction of future maintenance. The extreme heat and drought appear to have caused minor pavement issues to turn into problems that require repair prior to continuing the construction on the proposed eastbound lanes, far beyond what the Contractor could have anticipated during the letting process. TxDOT is requiring that cracks and pavement failures in the existing pavement be repaired before placing new HMAC, in an effort to reduce reflective cracking and prevent likely repairs in the future. 2E. Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(Item 9). During the layout for level-up paving operations, it was discovered that the Type B HMAC quantity in the Contract appears to exceed the quantity needed to address field conditions

 Change Order Number
 Approved
 Cost This CO
 Total COs

 10
 10/18/2011
 13,816.60
 182,564.04

4B: Third Party Accommodation. Third Party Requested Work. The City of Hutto has requested 1) CCTV testing on the new wastewater line, 2) lowering of the manhole at Sta. 1+00, and 3) vacuum testing of the existing manholes remaining in service. These items are industry standard practices for the construction of wastewater lines, but were not included in the project specifications.

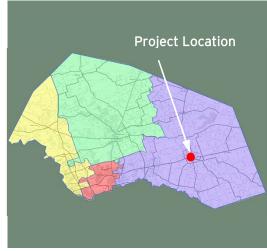
 Change Order Number
 Approved
 Cost This CO
 Total COs

 11
 10/18/2011
 2,758.00
 185,322.04

1A: Design Error or Omission. Incorrect PS&E. This Change Order compensates the Contractor for construction of two driveways that were inadvertently left off the plans on Limmer Loop. This Change Order also compensates the Contractor for construction of two other driveways were added to provide access to property owners due to realign County roads. 3H: County Convenience. Cost savings opportunity discovered during construction. Driveway 1 was designed for pending development and was never permitted by TxDOT, therefore the driveway was reduced to a standard driveway.

Adjusted Price = \$11,685,869.07





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: \$9.1 Million



JANUARY 2012 IN REVIEW

01/06/2012: FTWoods continues to install 5x4 RCP on Storm Line B from Travis east to Sloan and 18-inch laterals. The Contractor began roadway excavation adjacent to the existing westbound lanes.

01/13/2012: FTWoods tied the existing wastewater line on Debus into newly installed Wastewater Line A.

01/20/2012: FTWoods completed installation of the main trunkline for Storm Line B. The Contractor poured the upstream headwall footing and apron at Culvert 1. Subcontractor Wheeler paved temporary asphalt between Wyeth and Doak for the upcoming traffic switch.

01/27/2012: FTWoods continues street excavation from Wyeth to Edmond and lateral work off of Storm Line B. Subcontractor N-Line switched traffic to Phase 2 on 1/27/2012.

02/03/2012: FTWoods began milling the westbound lanes between Vernon and Howard and continues street excavation from Edmond to Annie. The Contractor began installing Wastewater Line B-1 between Annie and Ferguson. FTWoods completed pouring the upstream rip rap at Culvert 1.





PRIME STRATEGIES, INC.



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.	10W C821					Ĺ	riginai Contr	act Price =	\$8,973,072.80
Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
9/28/2010	12/15/2010	2/17/2011	2/19/2011	8/1/2012			530	0	530
Invoice Number 1 2 3 4 5 6 7 8 9	Beginning Date 2/1/2011 3/1/2011 4/1/2011 5/1/2011 6/1/2011 7/1/2011 8/1/2011 10/1/2011 11/1/2011	Ending Date 2/28/2011 3/31/2011 4/30/2011 5/31/2011 6/30/2011 7/31/2011 8/31/2011 9/30/2011 10/31/2011 11/30/2011	Days Charged 0 27 30 31 30 31 30 31 30 31	Current Invoice \$61,343.32 \$627,027.77 \$378,020.47 \$262,721.42 \$348,273.39 \$243,961.94 \$250,164.25 \$280,868.21 \$437,074.04 \$413,934.17	Invoice Total \$61,343.32 \$688,371.09 \$1,066,391.56 \$1,329,112.98 \$1,677,386.37 \$1,921,348.31 \$2,171,512.56 \$2,452,380.77 \$2,889,454.81 \$3,303,388.98	Current Retainage \$6,815.92 \$72,398.84 \$42,002.28 \$29,191.27 \$38,697.04 \$27,106.88 \$27,796.03 \$31,207.58 \$48,563.78 \$45,92.69	Total Retainage \$6,815.92 \$79,214.76 \$121,217.04 \$150,408.31 \$189,105.35 \$216,212.23 \$244,008.26 \$275,215.84 \$323,779.62 \$369,772.31	% (\$) <u>Used</u> 1 8 12 15 19 21 24 27 32 36	% Time Used 0 5 11 17 22 28 34 40 45 51
11 Change Order N	12/1/2011 Jumber	12/31/2011	31 Approved	\$311,627.83	\$3,615,016.81	\$34,625.31 Cost This CO	\$404,397.62	40	Total COs
01	<u>tuilloci</u>		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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
03	10/27/2011	-89,324.55	-14,586.15

3M: County Convenience. Other. After discussions between Williamson County and the City of Taylor regarding illumination for the proposed roadway, it was determined that the number of illumination poles will be reduced from eighty-four (84) to fifty-eight.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 04
 10/27/2011
 99,145.75
 84,559.60

Adjusted Price = \$9,057,632.40

00 072 072 00

⁴B. Third Party Accommodation. Third party requested work. The City of Taylor has requested additional utility work under existing contract items be added to the portion of the contract reimbursed by the City. The additions to contract quantities include: additional 8" waterline on Talbot Street and Vance Street, additional 12" waterline on Fowzer Street, additional 8" wastewater line south of Annie Street, additional 16" steel encasement on Vance Street, an additional water service for the Custom Trucks property, and additional fire hydrants throughout the project. The Contractor will provide as-built markups of the additional utility line and appurtenances installed per the City of Taylor's direction in the field.





CHANDLER ROAD PHASE 3A

(FM 1660 TO CHANDLER ROAD PH 3B)

Project Length: 4.0 Miles

Roadway Classification: Rural Arterial

Roadway Section: Two-lane undivided roadway with shoulders (of a

four-lane divided ultimate roadway section)

Project Schedule: November 2011 - November 2012

Estimated Construction Cost: \$6.7 Million



JANUARY 2012 IN REVIEW

01/06/2012: Chasco has cleared the ROW from FM 1660 to CR 101 and is continuing to excavate and place roadway embankment east of FM 1660.

01/13/2012: Chasco continues to excavate and place the first lift of embankment for the eastbound roadway from Sta 22+50 to 36+50. On the westbound lanes, the Contractor delivered embankment from Sta 13+00 to 26+00.

01/20/2012: Chasco continues to excavate ditches from FM 1660 to CR 101. The Contractor placed a second lift of embankment from Sta 43+00 towards the east on the eastbound lanes. Chasco is grading subgrade from Sta 54+00 to 70+00 for the eastbound and westbound lanes. Oncor was on site and placed electrical poles adjacent to CR 101.

01/27/2012: Chasco continues to turn over the wet subgrade materials to reduce the moisture content due to recent rain events.

02/03/2012: Chasco continues to place embankment for the eastbound and westbound lanes from Sta 0+51 to 72+00. The Contractor excavated the median ditch from Sta 0+51 to 32+00.





PRIME STRATEGIES



Design Engineer: S.D. Kallman Contractor: Chasco Construction Observation: Jerry Jansen, Williamson County

Williamson County Road Bond Program

Chandler Road Phase 3A (FM 1660 to Chandler Road Ph. 3B)

Project No.	10WC822					-	Original Contr	act Price =	\$6,654,874.15
Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
9/20/2012	10/20/2010	11/7/2011	11/17/2011	11/15/2011			365	0	365
Invoice	Beginning	Ending	Days	Current	Invoice	Current	Total	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	Used
1	6/1/2011	8/31/2011	0	\$52,950.60	\$52,950.60	\$5,883.40	\$5,883.40	1	0
2	9/1/2011	11/30/2011	13	\$273,459.65	\$326,410.25	\$30,384.40	\$36,267.80	5	4
3	12/1/2011	12/31/2011	31	\$129,632.18	\$456,042.43	\$14,403.58	\$50,671.38	8	12
4	1/1/2012	1/31/2012	31	\$143,910.00	\$599,952.43	\$66,631.38	\$117,302.76	11	21
							Adins	ted Price =	\$6,654,874,15

FM 1660 @ Landfill Rd. (CR 128)

Project No.	11WC913	TxDOT CSJ	: 1566-01-	012		C	riginal Contra	act Price =	\$374,290.88
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
4/27/2011	5/10/2011	7/15/2011	7/25/2011	9/14/2011			90	0	90
Invoice Number 1 2 3 2/3/2012	Beginning Date 7/25/2011 8/27/2011 10/1/2011 Aaron Concrete executed.	Ending <u>Date</u> 8/26/2011 9/30/2011 12/11/2011 e has completed	Days Charged 31 18 0 the punchlist	Current Invoice \$76,756.68 \$281,025.07 \$8,361.67 items and the Cert	Invoice Total \$76,756.68 \$357,781.75 \$366,143.42 ificate of Accepta	Current Retainage \$8,528.52 -\$1,226.85 -\$7,301.67 unce is being developed.	Total Retainage \$8,528.52 \$7,301.67 \$0.00 weloped. The Bai	% (\$) <u>Used</u> 23 100 100 lancing Change	<u>% Time</u> <u>Used</u> 34 54 54 Order has been
_			Contract Item for unforeseeable). A	prime coat, which		2	the original pl	Total COs -8,147.46 ans. 2E: Differing	

Adjusted Price =

\$366,143.42

Commissioners Court - Regular Session

Meeting Date: 02/21/2012

To discuss and take appropriate action on the Department of Infrastructures projects and issues update

Submitted For: Robert Daigh Submitted By: Lydia Linden, Unified

Road System

16.

Department: Unified Road System **Agenda Category:** Regular Agenda Items

Information

Agenda Item

To discuss and take appropriate action on the Department of Infrastructure's projects and issues update.

Background

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Wendy Coco 02/16/2012 10:24 AM

Form Started By: Lydia Linden Started On: 02/14/2012 10:14 AM

Final Approval Date: 02/16/2012

Commissioners Court - Regular Session

Meeting Date: 02/21/2012 2006 Road Bond Transfer Request

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

18.

Agenda Item

Consider authorizing the 2006 Road Bond Transfer request recommended by Mike Weaver, Road Bond Manager for the following roadways: \$1,100,000.00 from unallocated funds (P156) to Pearson Ranch Blvd (P221) \$400,000.00, Chandler Road Expansion (P255) \$400,000.00, and CR 258 Phase II (P256) \$300,000.00.

Background

See attached memo.

Attachments

RB Transfers 2152012

Form Review

InboxReviewed ByDateCounty Judge Exec Asst.Wendy Coco02/16/2012 10:24 AM

Form Started By: Pam Navarrette Started On: 02/15/2012 04:33 PM

Final Approval Date: 02/16/2012

Prime Strategies, Inc.

Memo

Pam Navarrette To:

From: Michael J. Weaver

Date: 2/15/2012

Re: **Budget Allocations**

Please set up the following project budgets and new P#'s moving funds from the 2006 Road Bond Unallocated source through Commissioners Court Action. These funds are for design only, the Commissioners Court will decide if and when to move construction and right-of-way dollars when they consider a new program of projects.

•	Pearson Ranch Bivd. (Avery Ranch BivdRM620)	\$400,000.00	P221
•	Chandler Rd. Expansion (FM1460-SH130)	\$400,000.00	P255
•	CR 258, Phase II (Sunset Ridge-Reagan Blvd.)	\$300,000.00	P256

If you have any questions, please let me know.

Cc: Judge Dan A. Gattis, Williamson County Commissioner Lisa Birkman, Precinct 1 Commissioner Cynthia Long, Precinct 2 Commissioner Valerie Covey, Precinct 3 Commissioner Ron Morrison, Precinct 4 Robert B. Daigh, P.E., Senior Director of Infrastructure

Richard Riding, P.E., HNTB

Commissioners Court - Regular Session

Meeting Date: 02/21/2012

Reclassification and restructuring within Road and Bridge and County Engineers Office

Submitted For: Robert Daigh Submitted By: Lydia Linden, Unified

Road System

19.

Department: Unified Road System **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding reclassification and restructuring within the County Engineer's Office and Road and Bridge Division.

Background

The County Engineer's Office was given responsibility for the County's Flood Plain Management Program approximately one year ago. At that time an Engineering Assistant III position was created to administer the program. Given the restructuring of the Road & Bridge Division and the County Engineer's Office the technical capabilities of this position have been significantly increased to require a Professional Engineer. This request is to reclassify the position into a Senior Engineer I position Group 38 up to step 4 depending upon experience. The reclassification is fully funded by the elimination of an additional existing but vacant Engineering Assistant III position.

Form Review

 Inbox
 Reviewed By
 Date

 County Judge Exec Asst.
 Wendy Coco
 02/15/2012 10:08 AM

 URS (Originator)
 Lydia Linden
 02/15/2012 10:17 AM

 Form Started By: Lydia Linden
 Started On: 02/15/2012 09:07 AM

Final Approval Date: 02/15/2012

Commissioners Court - Regular Session

Meeting Date: 02/21/2012 SH 29- Real Estate Contract

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

20.

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with DANA KAY RENO for future ROW needed on SH 29. (Reno Acres)

Background

Attachments

Reno Contract

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Wendy Coco 02/16/2012 10:25 AM

Form Started By: Charlie Crossfield Started On: 02/16/2012 09:18 AM

Final Approval Date: 02/16/2012

REAL ESTATE CONTRACT SH 29 Right of Way

State of Texas County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by DANA KAY RENO (referred to in this Contract as "Seller") and the COUNTY OF WILLIAMSON, TEXAS (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 0.85 acre tract of land, more or less, and as further generally depicted on Exhibit "A" attached hereto and incorporated herein. Prior to the execution of a Special Warranty Deed document by Seller, Purchaser shall create a metes and bounds description of the exact area to be conveyed and which shall be attached to the executed deed document for recording in the real property records of Williamson County, Texas.

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The base purchase price for the Property shall be the sum NINETY SIX THOUSAND TWO HUNDRED SEVENTY AND 00/100 Dollars (\$96,270.00). The total area of Property to be acquired shall be determined by the final metes and bounds survey to be completed by Purchaser prior to Closing as directed herein. If the final surveyed area of the Property exceeds 0.85 acre, then the Purchase Price shall be modified by adding the amount \$2.60 for each additional square foot of the Property surveyed which is greater than 0.85 acre (37,026 square feet).

Payment of Purchase Price

2.03. 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;

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before March 23, 2012, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of (1) any title curative matters if necessary for items as shown on the Title Commitment or in the contract or (2) the survey completion obligation described herein (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 Purchaser 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" or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:
 - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
 - (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
 - (c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "B" attached hereto.

- (2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title or other property interest in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:
 - (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

- 5.03. At the Closing, Purchaser shall:
 - (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

- 5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:
 - (1) Owner's Title Policy and survey to be paid by Purchaser.
 - (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
 - (3) All other closing costs shall be paid by Purchaser.
 - (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

9.11 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.

Purchase of Future Right of Way

8.12 Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for proposed future SH29 right of way on the current CAMPO Long Range Transportation Plan and the current Williamson County Transportation Plan.

SELLER:

Dana Kay Reno

Date: //0/2-0/2

Address: P.O. BOX 1396 OEORGEDOWN TL 78627

PURCHASER:

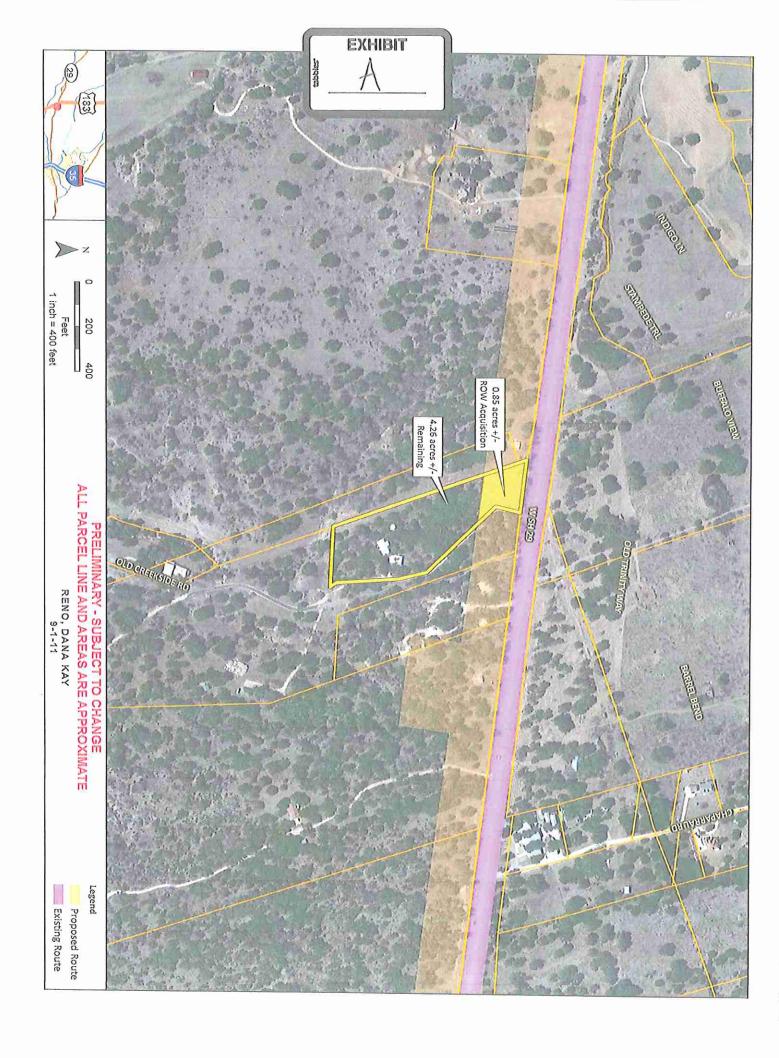
County of Williamson, Texas

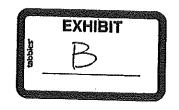
By:

Dan A. Gattis, County Judge

Date: _____

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





SPECIAL WARRANTY DEED SH 29 Right of Way

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

§

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

WHEREAS, Williamson County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed State Highway 29 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 DANA KAY RENO, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto Williamson County, Texas all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain _____ acre tract of land, more or less, out of the Isaac Donagan Survey, Abstract No. 178 in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record, which shall inure to the benefit of Grantor herein; 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.

00243029.DOC

Grantor reserves all of the oil, gas and other minerals, in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of 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 SH 29, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the 10 day of February 2012.

GRANTOR:

Dana Kay Reno

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamsen

§ § §

This instrument was acknowledged before me on this the What day of Florward 2012 by Dana Kay Reno, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas



PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C. 309 East Main Round Rock, Texas

GRANTEE'S MAILING ADDRESS:

Williamson County c/o County Judge 701 Main Street, Suite 101 Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Meeting Date: 02/21/2012 CR 138 Letter Agreement

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

21.

Agenda Item

Consider authorizing County Judge to execute a Letter Agreement with Rose Electric, Inc. for a Drainage Easement needed on CR 138. (PARCEL 4E)

Background

Attachments

Rose Electric Letter Agreement

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Wendy Coco 02/16/2012 10:25 AM

Form Started By: Charlie Crossfield Started On: 02/16/2012 09:19 AM

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246
Phone 512-255-8877 • fax 512-255-8986

February 1, 2012

Malcom Lee Wortham President Rose Electric, Inc. P O Box 849 Hutto, TX 78634-0849

RE: Williamson County--CR 138 improvement project

Drainage Easement acquisition--Parcel 4E (431 SF)

Dear Mr. Wortham:

As you are aware, our law firm represents Williamson County ("County") in the acquisition of certain drainage easement interests required for the construction of improvements to CR 138 and related drainage in the area of your property. It is my understanding that you have reached an agreement with Williamson County regarding a drainage easement over approximately 431 square feet of property owned by Rose Electric, Inc. Under this agreement, you will convey the enclosed easement to the In exchange, following the conveyance, the County will make driveway improvements substantially as shown in the attached Exhibit "A". Additionally, it is my understanding that, in July of this year, you plan to build a warehouse to be served by the western driveway shown on Exhibit A. The County further agrees that, regardless of the status of the driveway improvements, you will be provided with access to the planned warehouse by the time construction of the warehouse is complete. If this meets your understanding of the agreement between Rose Electric and the County, please execute this letter agreement and return to me in the attached self-addressed stamped envelope. Upon receipt, my office will arrange for it to be executed by the County and will send you a copy of the fully executed document.

Please also find enclosed the drainage easement that the County wishes to acquire from Rose Electric, Inc. If you prefer, you may return the executed easement to my office at the same time as this letter agreement. You are welcome to use the notary services at my office at no cost.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Sincerely,

Jason Rammel Sheets & Crossfield, P.C.

AGREED:

ROSE ELE	ECTRI	C, INC.	
	1	1	

Malcom Wortham, President

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis, County Judge

Meeting Date: 02/21/2012 MCOT Interlocal with Bluebonnet

Submitted For: Annie Burwell Submitted By: Kathy Pierce,

Commissioner Pct. #2

22.

Department: Commissioner Pct. #2 **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Interlocal Agreement with Bluebonnet Trails Community MHMR Center for crisis services during the 2012-2013 biennium.

Background

This interlocal agreement is for the continuation of crisis services. Bluebonnet will pay the County the same amount as the previous agreement. Hal Hawes and the Auditor's Office have approved the agreement.

Attachments

Crisis Services Interlocal with Bluebonnet Trails

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Wendy Coco 02/16/2012 10:25 AM

Form Started By: Kathy Pierce Started On: 02/09/2012 08:41 AM

WILLIAMSON COUNTY CRISIS SERVICES INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) for crisis funding from the State of Texas is made and entered into effective this 1^{st} day of September, 2011, by the between WILLIAMSON COUNTY (County) and BLUEBONNET TRAILS COMMUNITY MHMR CENTER (Bluebonnet) which are political subdivisions of the State of Texas ("the Parties").

WITNESSETH:

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

WHEREAS, the State of Texas has contracted with Local Mental Health Authorities to ensure provision of emergency mental health services throughout the 254 counties in Texas; and,

WHEREAS, Bluebonnet is the Local Mental Health Authority for Williamson County and is the provider of mental health services for the citizens of Williamson County; and,

WHEREAS, the State of Texas through the actions of the Texas Legislature has supported the Crisis Redesign Initiative and has allocated \$82 million for additional crisis services for the FY 2008-2009 biennium.

WHEREAS, the State of Texas through the Department of State Health Services is mandating that the funding be used for the development of hotline services and mobile crisis outreach teams; and,

WHEREAS, the County has been working in partnership with Bluebonnet to provide mental health services for the citizens of Williamson County and, Bluebonnet has been an active member of the Williamson County Mental Health Committee and participated in the development and implementation of mental health programs such as the Mobile Outreach Team in 2004; and

WHEREAS, the above-mentioned meetings have resulted in agreement on certain areas of common concern, including the desire to avoid duplication of mental health services through the expansion of the existing County Mobile Outreach Team; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follow:

1. MISSION OF THE EXPANDED MOBILE CRISIS OUTREACH TEAM

The Mission of the Mobile Crisis Outreach Team (MCOT) is to link non-violent persons in crises with mental health, social service, or medical providers in order to prevent escalation or interaction with law enforcement and other first responders.

2. TERM OF CONTRACT

The term of this Agreement shall begin on September 1, 2011 and continue until the end of the Texas Legislature's 2012-2013 biennium on August 31st, 2013, unless Section 7 (Duration) or Section 8 (Termination) is exercised.

3. ADDITIONAL MOBILE OUTREACH TEAM MEMBER

Williamson County will hire an additional full-time salaried Masters Level Counselor that has a Licensed Professional of the Healing Arts (LPHA) or a Registered Nurse (RN) with psychiatric experience to serve on the Williamson County Mobile Crisis Outreach Team (MCOT). The additional MCOT member shall remain under the control and supervision of the County at all times and shall remain a County employee, entitled to the same benefits and subject to the same restrictions as any other MCOT member.

4. RESPONSIBILITIES OF WILLIAMSON COUNTY

The responsibilities of Williamson County are outlined in Attachment A, made a part of this Agreement.

5. **RESPONSIBILITIES OF BLUEBONNET**

The responsibilities of Bluebonnet are outlined in Attachment B, made a part of this Agreement.

6. ACCOUNTING

Williamson County will provide supporting documentation for all expenses related to this Agreement to Bluebonnet. Williamson County is responsible for adherence to all financial and reporting obligations for which the entity is responsible.

Bluebonnet will manage the Crisis Services Redesign funds including timely payment for services as indicated by this Agreement. Bluebonnet is responsible for adherence to all financial and service data reports to the State as well as all other financial and reporting obligations for which the entity is responsible.

7. DURATION

THIS AGREEMENT WILL BE EFFECTIVE: While State crisis money is available, or until the agreement is terminated by either party.

8. **TERMINATION**

RIGHT TO WITHDRAW: A Party to this Agreement has the right to withdraw from the Agreement by providing written notice which must be received by the other Party no less than ninety (90) days prior to the termination of the Agreement, after satisfying any liabilities of the withdrawing Party as stated herein.

SEPARATE EQUIPMENT: The terminating Party may remove any and all of its own separate equipment, unless the removal of the equipment will render the MCOT inoperable. In such case, the Party may not remove the equipment, but shall be reimbursed the fair market value of said equipment, as determined by an appraiser chosen by the Parties.

9. **MISCELLANEOUS**

SEVERABILITY. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. 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 hereto or its officer, employees, or other agents to induce execution of this Agreement.

CONFIDENTIALITY OF INFORMATION. Williamson County and Bluebonnet will maintain the confidentiality of information received pursuant to the performance of this Agreement, including medical records, and information, which discloses information about the identity of any person served, in accordance with applicable federal and state law.

BUSINESS ASSOCIATE PROVISIONS. If Williamson County receives any individually identifiable health information ("Protected Health Information" or "PHI"), from Center or Bluebonnet agents, authorized personnel, employees, representatives and/or staff members of Bluebonnet, or creates or receives any PHI on behalf of Bluebonnet, Contractor shall maintain the security and confidentiality of such PHI as required of Bluebonnet by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Without limiting the foregoing:

• <u>Use of PHI.</u> Williamson County shall not use PHI otherwise than as expressly permitted by this agreement, or as required by law. However, Williamson County may use

PHI for purposes of managing its internal business processes relating to its functions under this agreement.

- <u>Disclosure of PHI.</u> Williamson County shall not disclose PHI to any other person (other than members of Williamson County's MCOT workforce), except as approved by Bluebonnet in writing. Any such disclosure shall be made only upon written agreement of the between Williamson County and Bluebonnet, stating that Williamson County is bound by the provisions of this section. Williamson County shall not disclose PHI to any member of its workforce unless Williamson County has advised such person of Williamson County's obligations under this section, and of the consequences for such person and for Williamson County violating them. Williamson County shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.
- <u>Safeguards.</u> Williamson County shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this agreement. Williamson County shall provide Bluebonnet with such information concerning such safeguards as Bluebonnet may from time to time request, and shall, upon reasonable request, give Bluebonnet access for inspection and copying to Williamson County's facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining Williamson County's compliance with this agreement.
- Accounting/Reporting of Disclosures. Williamson County shall maintain a record of all disclosures of PHI made otherwise than the purposes of this agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Williamson County shall make such record available to Bluebonnet on request. Williamson County shall report to Bluebonnet any unauthorized use or disclosure of PHI by Williamson County or its workforce, and the remedial action taken or purposed to be taken with respect to such use or disclosure.
- <u>Disclosure to U.S. Department of Health and Human Services.</u> If Bluebonnet is required by law to obtain the following undertaking from Williamson County, Williamson County shall make its internal practices, books, and records relating to the use and disclosure of health information received from Bluebonnet (or created or received by Williamson County on behalf of Bluebonnet) available to the Subscriber and to the Secretary of the United States Department of Health and Human Services, for the purposes of determining the Covered Entity's compliance with HIPAA.
- <u>Amendment.</u> Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Bluebonnet may, by written notice to Williamson County, amend this agreement in such manner as Bluebonnet determines necessary to comply with such law or regulation. If

Williamson County disagrees with any such amendment, it shall so notify Bluebonnet in writing within thirty (30) days of Bluebonnet notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this agreement on written notice to the other.

- <u>Breach.</u> If Williamson County breaches its obligations under this section, Bluebonnet may, at its option, exercise any of its rights of access and inspection under the above paragraph in this section regarding "Safeguards"; require Williamson County to submit to a plan of monitoring and reporting, as Bluebonnet may determine necessary to maintain compliance with this agreement, and such a plan shall become part of this agreement; terminate this agreement, with or without an opportunity to cure the breach. When appropriate, notification to the applicable licensure board will be made by Bluebonnet.
- <u>Procedure upon Termination.</u> Upon termination of this agreement Williamson County shall return or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

AUTHORIZATION OF SERVICES. Authorization for crisis follow up services subsequent to the crisis screening is required before Williamson County may submit a claim for payment. Consideration of authorization will be driven by the assessment scores and Crisis Plan documented on the Screening Assessment and Recommendation for Treatment form completed by the MCOT members. All authorizations for the provision of crisis follow up services will be made by Bluebonnet or its designee. Williamson County will request payment under this Agreement for only the type and amount or duration of services authorized in that manner.

REPORTING OF UNUSUAL INCIDENTS. Williamson County will report any emergencies, injuries or unusual incidents involving a Covered Individual to the Director of Mental Health or Mental Retardation Services during business hours or to the Administrative OD.

INSPECTIONS. Pursuant to Texas Health and Safety Code Section 534.061, Williamson County authorizes Bluebonnet and HHSC or their designees, including independent financial auditors, to have, within reasonable notice, unrestricted access to all Covered Client records, data and services associated with this Agreement, and to copy such records, data and information at no cost to the Bluebonnet, HHSC or their designees as necessary to enable Bluebonnet to audit, monitor, and review all financial and programmatic activities and services associated with this Agreement.

CERTIFICATION, LICENSURE, ACCREDITATION AND PRIVILEGES. Williamson County represents and warrants that certifications, licenses, accreditations and privileges for

Williamson County employees are in good standing with the appropriate professional agency or agencies, are without restrictions and will maintain them during the term of this Agreement. Evidence of such certifications, accreditations, licensure and privileges will be submitted to Bluebonnet through the Bluebonnet credentialing process.

INSURANCE. Each Party will be responsible for insuring or self-insuring its own officers and employees.

SUBCONTRACTING. Williamson County will notify Bluebonnet of intent to subcontract services. Bluebonnet retains the right to screen and approve or disapprove Williamson County's choice of subcontractor.

REPRESENTATIONS. Williamson County represents that:

- Williamson County is not held in abeyance or barred from the award of a federal or state contract;
- Williamson County employee licenses have not been restricted, revoked or suspended and, to the Williamson County's knowledge, are not the subject of any investigation or proceeding;
- The execution and performance of this Agreement by Williamson County will not conflict with or create a default under any agreement, contract, instrument, order or judgment to which Williamson County is a party or is otherwise subject to; and
- Williamson County and its employees and volunteers are duly qualified and competent to perform services to be provided under this Agreement.

SOLICITATIONS. Williamson County is prohibited from:

- offering any gift with a value in excess of ten (10) dollars to potential consumers; and
 - soliciting potential consumers through direct-mail or by telephone.

REPORTS OF ABUSE AND NEGLECT. Williamson County will report any allegations of abuse or neglect or exploitation of an individual to **(800) 647-7418** in accordance with applicable law, including rules of HHSC, the Department of Family and Protective Services, and the Department of State Health Services.

AIDS/HIV WORKPLACE GUIDELINES. Williamson County will adopt and implement AIDS/HIV workplace guidelines similar to those adopted by HHSC and AIDS/HIV confidentiality guidelines consistent with state and federal law.

CRIMINAL HISTORY INFORMATION. Williamson County shall provide evidence of criminal history record information on the Williamson County's applicants, employees, volunteers and subcontractors, and all persons who would be placed in direct contact with consumers, pursuant to the Texas Health and Safety Code, Section 533.007 and Chapter 250; the Texas Government Code, Section 411.115; and 25 Texas Administrative Code, Chapter 414, Subchapter K. If an applicant, employee, volunteer or subcontractor of the Williamson County has a criminal history relevant to his or her employment as described in 25 TAC,

Chapter 414, Subchapter K, then the Williamson County will take appropriate action with respect to the applicant, employee, volunteer, or subcontractor including terminating or removing the employee, volunteer, or subcontractor from direct contract with consumers served by the Williamson County. For the purpose of this Agreement, a crime relevant to a person's employment and/or duties shall be defined as any sexual offense, drug-related offense, homicide, theft, assault, battery, or any other crime involving personal injury or threat to another person.

CHOICE OF LAW. This Agreement shall be performable in Williamson County, Texas.

AMENDMENT. This Agreement may be amended if agreed upon by the Parties, and approved by the governing body of each Party. The Parties agree to review this Agreement at least annually and before each annual budget period.

ASSIGNMENT. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. All other existing arrangements between Williamson County and Bluebonnet will be honored under this Agreement.

NO PERSONAL BENEFIT. No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

NOTICE. Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY: c/o COUNTY JUDGE 710 MAIN STREET GEORGETOWN, TX 78626

BLUEBONNET TRAILS COMMUNITY MHMR CENTER c/o EXECUTIVE DIRECTOR 1009 NORTH GEORGETOWN STREET ROUND ROCK, TX 78664

Address for notice may be changed at anytime by delivering written notice of change to the other Party in accordance with the notice requirements of this section.

PARAGRAPH HEADINGS. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

ATTORNEY FEES. In any lawsuit concerning this Agreement, the prevailing Party, shall be entitled to recover reasonable attorney's fees from the nonprevailing Party, plus all outof-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

GOVERNMENTAL IMMUNITY. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.

COMPLIANCE WITH APPLICABLE LAWS. The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations and lawful orders of any public authority with jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written.

WILLIAMSON COUNTY Commissioners Court	ATTEST:			
By: DAN A. GATTIS County Judge - Williamson County, Texas	By: NANCY RISTER County Clerk			
BLUEBONNET TRAILS COMMUNTIY MHMR CENTER	ATTEST:			
By: ANDREA RICHARDSON Executive Director –	By: MILLER Executive Assistant			

Bluebonnet Trails CMHMRC

WILLIAMISON COUNTY

Attachment A

RESPONSIBILITIES OF WILLIAMSON COUNTY

- Hire and pay all retirement and benefits for additional Williamson County Mobile
 Outreach Team (MOT) members added for the sole purpose of addressing the
 Department of State Health Services (DSHS) Mobile Crisis Outreach Team (MCOT)
 Standards
- Respond to requests for services from the Crisis Hotline (**800-841-1255**) contracted by Bluebonnet Trails Community Services (Bluebonnet Trails)
- Respond to crisis calls within a 1 hour period as required by DSHS
- Perform assessment services using the Screening Assessment and Recommendation for Treatment form capturing data required by DSHS
- Bill assessments in 15 minute increments to receive \$85.00/hour for service, not to exceed 600 hours without a renegotiation of this Agreement, as demonstrated by completed assessment document, in accordance with DSHS MCOT Standards and Resiliency and Disease Management (RDM) Guidelines
- Perform adult and youth crisis follow-up services, billed in 15 minute increments at \$75.00/hour, not to exceed 95 total hours of services as demonstrated by completed service records, in accordance with DSHS MCOT Standards and RDM Guidelines
- Provide office space for MOT members
- Ensure training is completed as required by DSHS MCOT Standards and RDM Guidelines
- Provide supporting documents with all invoices for timely payment of agreed upon expenses and services including:
 - completed service records and assessments
 - invoices for purchases authorized within this Agreement
- Participate in scheduled discussions with Bluebonnet Trails Director of Crisis Services to review the status, report performance and assess the care of the persons served under this Agreement
- Achieve Performance Expectations:
 - Provision of timely face-to-face services with individual in need within 1 hour of receipt of crisis hotline notice as demonstrated by time recorded on service records
 - Provision of follow-up services to be delivered within 24 hours of the initial screening assessment as demonstrated by time recorded on service records
 - Coordination of all services initiated through the Bluebonnet Trails crisis hotline (800-841-1255) as demonstrated by log maintained by hotline compared with service records documented by MOT members
 - Timely submission of copies of service records and screening assessments to be faxed or scanned and emailed to Bluebonnet Trails San Gabriel Crisis Center by the end of each business day
 - In addition to the expectations noted above, performance expectations required and defined by DSHS are made a part of this Agreement

Attachment B

RESPONSIBILITIES OF BLUEBONNET TRAILS COMMUNITY SERVICES

- Reimburse Williamson County for salary, retirement & benefits for an additional MOT member at \$65,633.00 per each year of this agreement, for the two-year period of September 1, 2011 through August 31, 2013, to be paid by Bluebonnet Trails upon 10 days of receipt of invoice from Williamson County
- Provide for expenses associated with the additional MOT member, as detailed below, upon 10 days of receipt of invoice from Williamson County:

Radio [\$420.00/year]
 Uniforms [\$180.00/year]
 Phone/pager [\$1.114.00/year]

- Training [\$622.00/year whereby MOT will provide details and back-up documentation to Bluebonnet Trails]
- Printed Materials [\$60.00/year]
- Pay Williamson County a fee for service for assessments & follow-up services, at rates listed in Attachment A, within 10 days of receipt of invoice and associated service records from Williamson County
- Manage with Williamson County the total budget for the period of the Agreement to ensure it <u>does not exceed \$124,000.00</u> per each year of this agreement
- Participate in scheduled discussions with Williamson County MCOT Director to review the status, ensure provision of services under the RDM model, ensure achievement of performance measures under the Crisis Services Redesign and MCOT Standards, and assess the care of the persons served under this Agreement

Meeting Date: 02/21/2012

CAPCOG grant funds

Submitted For: Ron Morrison Submitted By: Linda Wipff,

Commissioner Pct. #4

23.

Department: Commissioner Pct. #4 **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss and approve half of CAPCOG's expenditures for the cost of air quality monitoring equipment for Hutto. The county's portion to be invoiced will not exceed \$8,017 for the 2012 ozone season.

Background

CAPCOG requests Williamson County to pay for half of the cost of monitoring equipment that will be installed in the air quality monitoring station in Hutto. CAPCOG's intentions are to purchase and install an ozone analyzer, data logger, and wind sensor for the Hutto site. CAPCOG has grant funds that will be used to maintain the monitoring fund for maintenance and operations in Hutto. Williamson County's portion will not exceed \$8,017.00

Attachments

Air Quality Program 2012 Interlocal Contract

Form Review

 Inbox
 Reviewed By
 Date

 Hal Hawes
 Hal Hawes
 02/15/2012 12:33 PM

 County Judge Exec Asst.
 Wendy Coco
 02/16/2012 10:25 AM

 Form Started By: Linda Wipff
 Started On: 02/08/2012 03:31 PM

CAPITAL AREA COUNCIL OF GOVERNMENTS

INTERLOCAL CONTRACT FOR AIR QUALITY SERVICES

Art. 1. Parties and Purpose

- 1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operates under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code.
- 1.2. Williamson County is a Texas local government that is seeking to ensure reliable, high-quality ambient air quality monitoring data is collected at CAPCOG's air quality monitors located in Williamson County.
- 1.3. This contract is entered into between CAPCOG and Williamson County under chapter 791 of the Government Code so that Williamson County can contribute funding toward the purchase and continued operation of air quality monitoring equipment in Williamson County as part of the regional air quality program at CAPCOG.

Art. 2. Goods and Services

2.1. CAPCOG agrees to purchase and install new ambient air quality monitoring equipment at an ambient air quality monitoring site in Williamson County described in Attachment A in this contract. The equipment may include one or more of the following pieces of equipment: an ozone analyzer, a wind sensor, or a data logger. CAPCOG agrees to provide Williamson County with a copy of the receipt for the purchase of any monitoring equipment that will be paid for with funds from this contract and documentation of the installation of the equipment at the site listed in Attachment A. CAPCOG agrees to allow Williamson County to inspect the monitoring site listed in Attachment A to verify installation of equipment purchased under this contract.

Art. 3. Contract Price and Payment Terms

- 3.1. Williamson County agrees to provide funding to CAPCOG under this contract, solely from current revenues available to Williamson County, with a total value of not to exceed \$8,017, CAPCOG will submit an invoice to Williamson County upon installation of the equipment for Williamson County's share of the cost of the equipment, along with a receipt for CAPCOG's purchase of the equipment and evidence of its installation at the site listed in Attachment A. This amount represents 50% of the cost of the equipment CAPCOG plans to deploy in Williamson County in 2012.
- 3.2. Williamson County agrees to pay the invoice within 30 days after it receives the invoice, as required by the Prompt Payment Act, chapter 2251 of the Government Code.

Art. 4. Effective Date and Term of Contract

4.1. This contract takes effect on the date it is signed on behalf of CAPCOG and it ends, unless sooner terminated under Art. 6 or 7, or on October 31, 2012, whichever comes first.

Art. 5. Nondiscrimination and Equal Opportunity

5.1. CAPCOG and Williamson County shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, national origin, sex, age, disability, handicap, or veteran status.

Art. 6. Termination of Contract for Unavailability of Funds

- 6.1. Williamson County acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may terminate this contract in whole or part if CAPCOG learns that funds to pay for the goods or services will not be available at the time of delivery or performance.
- 6.2. CAPCOG terminates this contract for unavailability of funds by giving Williamson County notice of the termination, as soon as it learns of the funding unavailability, and specifying the termination date, which may not be less than 15 calendar days from the notice date. The contract terminates on the specified termination date.

Art. 7. Termination for Breach of Contract

- 7.1. If Williamson County or CAPCOG breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Art. 8.
 - 7.2. Termination for breach under Art. 7.1 does not waive either party's claim for damages resulting from the breach. Art. 8. Dispute Resolution
- 8.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Art. 8, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this Art. 8.
- 8.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this

contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

- 8.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.
- 8.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Art. 9. Notice to Parties

- 9.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 8.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Art. 9.2.
- 9.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director. Williamson County's address is 219 Perry Mayfield, Leander, TX 78614, Attention: Gary Boyd, Environmental Program Coordinator.
- 9.3. A party may change its address by providing notice of the change in accordance with Art. 9.1.

Art. 10. Miscellaneous

- 10.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 10.2. (a) This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
 - (b) The Attachment A is part of this contract.
- 10.4. This contract is binding on and inures to the benefit of the parties' successors in interest.
 - 10.5. This contract is executed in duplicate originals.

WILLIAMSON COUNTY,	CAPITAL AREA COUNCIL OF
TEXAS	GOVERNMENTS
By	By
Dan Gattis	Betty Voights
County Judge	Executive Director
Date	Date

EXHIBIT A CAPCOG AIR QUALITY MONITORING STATION INFORMATION

The Capital Area Council of Governments ("CAPCOG") owns two ambient air quality monitoring stations in Williamson County, Texas.

The first site in Williamson County is located at 200 College Street, Hutto, Texas (Latitude: 30.5458900 degrees; Longitude: -97.5423700 degrees, elevation: 253.0 meters). This air quality monitoring station collects ambient concentrations of ozone, nitrogen oxide, and nitrogen dioxide, and collects wind speed and wind direction during ozone season from April through October, and has been active since May 18, 2011. The site reports data to the Texas Commission on Environmental Quality ("TCEQ"), which designates the site as Continuous Air Monitoring Station ("CAMS") 6602, and calls it "CAPCOG Hutto College Street." The site's United States Environmental Protection Agency ("EPA") Site Number is 484916602.

The equipment currently installed at CAMS 6602 site includes the following:

- One Dasibi Ozone Analyzer over 15 years old,
- One API-Teledyne nitrogen oxides (NO_X) monitor over 15 years old,
- One Monitor Labs sulfur dioxide (SO₂) analyzer over 15 years old,
- One Zeno data logger over 10 years old,
- Young Instruments Wind Sensor over 8 years old,
- One Tanabyte Calibrator less than a year old, and
- One Teledyne API Zero Air system less than a year old.

CAPCOG plans to replace the ozone analyzer, data logger, and wind sensor at this location for the 2012 ozone season.

The second site in Williamson County is located at 500 Lake Overlook Drive, Georgetown, Texas (Latitude: 30.6664421 degrees; Longitude: -97.7345790 degrees, elevation: 250.0 meters). This air quality monitoring station collects ambient ozone concentrations, wind speed, and wind direction during ozone season from April through October, and has been active since September 20, 2007. The site reports data to the Texas Commission on Environmental Quality ("TCEQ"), which designates the site as Continuous Air Monitoring Station ("CAMS") 690, and calls it "CAPCOG Lake Georgetown." The site's United States Environmental Protection Agency ("EPA") Site Number is 484910690.

The equipment currently installed at CAMS 690 site includes the following:

- One Zeno data logger over 8 years old,
- One Met-F-460 meteorological tower of unknown vintage, and
- One Tanabyte Ozone Analyzer less than a year old.

CAPCOG plans to replace just the Zeno data logger at this location.

Meeting Date: 02/21/2012

Wilco Georgetown street renaming project

Submitted By: Richard Semple, Information

Technology

Department: Information Technology **Agenda Category:** Regular Agenda Items

Information

24.

Agenda Item

Discuss and take appropriate action on the joint street re-naming project between the City of Georgetown Addressing and Williamson County Addressing regarding the construction of City of Georgetown Southeast Arterial. Pct 3.

Background

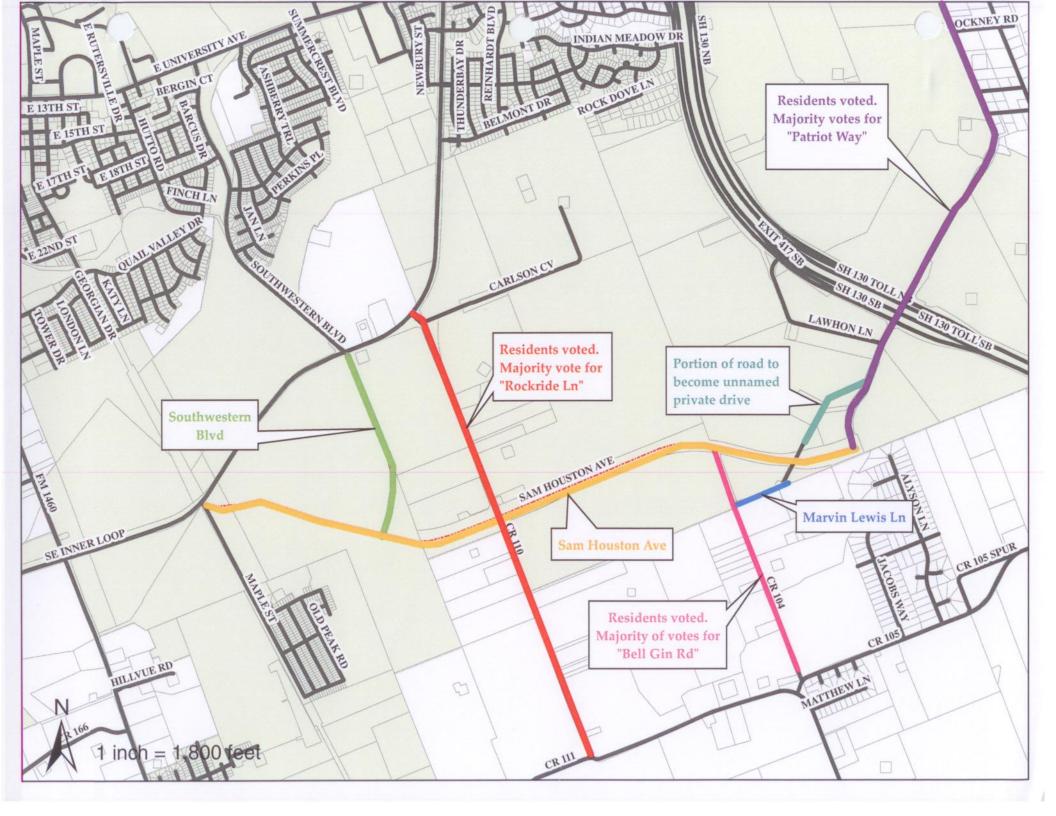
Attachments

renaming

Form Review

InboxReviewed ByDateCounty Judge Exec Asst.Wendy Coco02/16/2012 01:43 PM

Form Started By: Richard Semple Started On: 02/16/2012 11:52 AM



2011/2012 Joint Road Re-Naming Project

City of Georgetown Addressing/Williamson County Addressing

With the construction of the City of Georgetown Southeast Arterial, several roadways will be split into separate and distinctive road segments. This construction project also extends an existing roadway, and creates a cul-de-sac on another. All of those events create a vastly different road network than was present prior to the construction of SE1, or "Sam Houston Ave" as it will be known henceforth.

Because many of the roadways that will be effected by this construction project are present in both the City of Georgetown and in Williamson County jurisdictions, a collaborative effort was needed to ensure that all of the effected residents would be informed and involved in the decision making process.

In March of 2011, I contacted Teresa Baker and Richard Semple at Williamson County 911 Addressing and GIS. I informed them of what the City of Georgetown was planning to do and explained the reasons behind our decisions and I asked if they would like to participate in the process. At that time, I felt that it would be easier for one entity to handle all of the legwork of the project and take care of all notifications, balloting and citizen interaction. And since the City of Georgetown was the entity initiating all of the changes, I offered to assume all of the work. Teresa contacted me in April and let me know that Williamson County was agreeable.

The plan was for me to notify all resident s of the necessary changes and answer all inquiries. I would be responsible for all balloting and record keeping and final notifications. The re-namings that occurred in the Georgetown City Limits would be approved by the Georgetown City Council and those roads in Williamson County would be approved by Williamson County Commissioners Court. The City of Georgetown would change all necessary signage.

The total project involves creating, extending or changing streets names for six roads. Of those six, four are roads that are partially in Williamson County jurisdiction. Therefore, this information packet will contain all pertinent correspondence to the four roadways in Williamson County.

<u>County Road 104</u> — With the construction of SE1, CR 104 will be completely divided into two separate parts that will not even connect to one another. Each newly created portion will be partially in Georgetown jurisdiction and partially in Williamson County. Because the two roadways will no longer intersect in any way, it is important for emergency service response to make a defined distinction between the two roadways. If two roadways have an identical name, emergency responders may inadvertently respond to the wrong area. Therefore, separating the two roadway segments is of importance.

Also, because portions of CR 104 have already been annexed by the City of Georgetown, renaming the entire roadway also saves emergency responders from having to change road names in the middle of a segments simply because it leaves/joins the City Limits.

Finally, both Teresa Baker and myself are well aware that changing an individual's address is a disruptive and time consuming process. Therefore, plans to rename a street are not taken lightly. However, cases do arise in which changing a street name is necessary. In this particular case, it makes little sense to change only the portion of the street name that is inside the City Limits and then create a situation when the exact same process must be followed a few years down the road when the remaining portions of the road are annexed.

<u>County Road 110 – Much like CR 104</u>, the portion of CR 110 to be renamed is partially inside the City Limits and partially out. Therefore all of the same reasoning applies in this situation. However, due future road alignment plans at the intersection of CR110/CR111, assigning a new name to the portion of CR110 that is currently under consideration will allow for a more smooth transition when the Bell Gin subdivision is developed. When that occurs, existing CR110 will continue in a straight line heading south as shown on both City of Georgetown and City of Round Rock transportation/thoroughfare plans.

Marvin Lewis Ln – This is a small portion or former CR 104 that will be transformed into a cul de sac and provide access to only two landowners. The name of the road reflects the wishes of those two owners.

Meeting Date: 02/21/2012 Plat recording fee increase

Submitted For: Nancy Rister Submitted By: Nancy Rister, County

Clerk

25.

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and approve increase of plat recording fees in County Clerk's office.

Background

Plat filing fees were last increased 13 years ago for a March 1st effective date. Law changes have changed the process from a simple 20 minutes to a couple of hours. Verifying of owners from those on the affadavit, plat and tax certificates. There are so many taxing entities now that we have to make sure that each one is covered by a tax certificate proving that the owner has paid all of the taxes up to date before a plat can be recorded. Copies of plats are going up to \$5 effective March 1st.

Attachments

Plat fee comparison

Form Review

InboxReviewed ByDateCounty Judge Exec Asst.Wendy Coco02/15/2012 03:29 PMForm Started By: Nancy RisterStarted On: 02/14/2012 04:27 PM

County	record 1st she	record addtl	est. cost 3-sl	tax cert. fee	plat copies	plat certificat	payment type	other fees	County Clerk office
Bastrop	\$56.00	\$50.00	\$151.00	no fee	\$5.00 / plat	\$5.00 / plat	all	none	(512) 332-7234
Bell	\$25.00	\$25.00	\$75.00	no fee	\$5.00 / sheet	\$6.00 / sheet	cash, check, o	* see belov	(254) 933 5160
Burnet	\$80.00	\$75.00	\$230.00	no fee	\$5.00 / sheet	\$5.00 / plat	all	none	(512) 756-5406
Collin	\$21.00	\$10.00	\$43.00	\$2.00 each	\$5.00 / sheet	\$5.00 / plat	all	none	(972) 548-4185
Comal	\$111.00	\$100.00	\$311.00	\$4.00 each	\$5.00 / plat	\$5.00 / plat	all	none	(830) 221-1230
Denton	\$50.00	\$50.00	\$150.00	no fee	\$5.00 / sheet	\$5.00 / plat	no personal c	none	(940) 349-2012
Fort Bend	\$150.00	\$150.00	\$450.00	no fee	\$10.00 / sheet	\$5.00 / plat	all	none	(281) 342-3411
Hays	\$56.00	\$50.00	\$156.00	no fee	\$4.00 / sheet	\$5.00 / plat	all	none	(512) 393-7330
McLennan	\$27.00	\$5.00	\$37.00	no fee	\$3.00 / sheet	\$5.00 / plat	all	none	(254) 757-5078
Montgomery	\$36.00	\$30.00	\$96.00	no fee	\$10.00 / plat	\$5.00 / plat	all	no credit ca	(936) 5397885
Travis	\$38.00	\$27.00	\$92.00	no fee	\$3.00 / sheet	\$5.00 / plat	all	none	(512) 854-9188
Williamson	\$61.00	\$50.00	\$161.00	no fee	\$3.00 / sheet	\$5.00 / plat	all	none	(512) 943-1515
state code (fro	LGC 118.011C				LGC 118.001(LGC 118.011(

Note: Items in red represent higher prices than Williamson County

data collected February 9, 2012

Meeting Date: 02/21/2012 JP Pct 4 Case Manager Fee

Submitted By: Jessica Schmidt, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Regular Agenda Items

Information

26.

Agenda Item

Discuss and consider approving up to a \$5.00 court cost to establish a case manager fund to assist with truancy cases for the Justice of the Peace Office in Precinct 4.

Background

Please see attachment which was previously court approved for JP 1, JP 2 and JP 3.

Attachments

<u>JP 4</u>

Form Review

InboxReviewed ByDateCounty Judge Exec Asst.Wendy Coco02/16/2012 10:24 AM

Form Started By: Jessica Schmidt Started On: 02/14/2012 08:00 PM

Art. 102.0174. COURT COSTS; JUVENILE CASE MANAGER FUND. (a) In this article, "fund" means a juvenile case manager fund.

- (b) The governing body of a municipality by ordinance may create a juvenile case manager fund and may require a defendant convicted of a fine-only misdemeanor offense in a municipal court to pay a juvenile case manager fee not to exceed \$5 as a cost of court.
- (c) The commissioners court of a county by order may create a juvenile case manager fund and may require a defendant convicted of a fine-only misdemeanor offense in a justice court, county court, or county court at law to pay a juvenile case manager fee not to exceed \$5 as a cost of court.
- (d) The ordinance or order must authorize the judge or justice to waive the fee required by Subsection (b) or (c) in a case of financial hardship.
 - (e) In this article, a defendant is considered convicted if:
 - (1) a sentence is imposed on the defendant;
- (2) the defendant receives deferred disposition, including deferred proceedings under Article 45.052 or 45.053; or
 - (3) the defendant receives deferred adjudication in county court.
- (f) The clerks of the respective courts shall collect the costs and pay them to the county or municipal treasurer, as applicable, or to any other official who discharges the duties commonly delegated to the county or municipal treasurer for deposit in the fund.
- (g) A fund created under this section may be used only to finance the salary and benefits of a juvenile case manager employed under Article 45.056.
- (h) A fund must be administered by or under the direction of the commissioners court or under the direction of the governing body of the municipality.

Added by Acts 2005, 79th Leg., Ch. 949, Sec. 35, eff. September 1, 2005.

- Art. 102.0178. COSTS ATTENDANT TO CERTAIN INTOXICATION AND DRUG CONVICTIONS. (a) In addition to other costs on conviction imposed by this chapter, a person shall pay \$60 as a court cost on conviction of an offense punishable as a Class B misdemeanor or any higher category of offense under:
 - (1) Chapter 49, Penal Code; or
 - (2) Chapter 481, Health and Safety Code.
- (b) For purposes of this article, a person is considered to have been convicted if:
 - (1) a sentence is imposed; or
- (2) the defendant receives community supervision or deferred adjudication.
 - (c) Court costs under this article are collected in the same manner as

- Art. 45.056. AUTHORITY TO EMPLOY JUVENILE CASE MANAGERS; REIMBURSEMENT.
- (a) On approval of the commissioners court, city council, school district board of trustees, juvenile board, or other appropriate authority, a county court, justice court, municipal court, school district, juvenile probation department, or other appropriate governmental entity may:
- (1) employ a case manager to provide services in cases involving juvenile offenders before a court consistent with the court's statutory powers; or
- (2) agree in accordance with Chapter 791, Government Code, to jointly employ a case manager.
- (b) A local entity may apply or more than one local entity may jointly apply to the criminal justice division of the governor's office for reimbursement of all or part of the costs of employing one or more juvenile case managers from funds appropriated to the governor's office or otherwise available for that purpose. To be eligible for reimbursement, the entity applying must present to the governor's office a comprehensive plan to reduce juvenile crimes in the entity's jurisdiction that addresses the role of the case manager in that effort.
- (c) A county or justice court on approval of the commissioners court or a municipal court on approval of the city council may employ one or more full-time juvenile case managers to assist the court in administering the court's juvenile docket and in supervising its court orders in juvenile cases.
- (d) Pursuant to Article 102.0174, the court may pay the salary and benefits of the juvenile case manager from the juvenile case manager fund.
- (e) A juvenile case manager employed under Subsection (c) shall work primarily on cases brought under Sections 25.093 and 25.094, Education Code.

Added by Acts 2001, 77th Leg., ch. 1514, Sec. 9, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 283, Sec. 33, eff. Sept. 1, 2003. Amended by:

Acts 2005, 79th Leg., Ch. 949, Sec. 34, eff. September 1, 2005.

Meeting Date: 02/21/2012 ESD 12 Board Nomination

Submitted For: Cynthia Long Submitted By: Kathy Pierce,

Commissioner Pct. #2

27.

Department: Commissioner Pct. #2 **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on appointment of Steven L. Ihnen, P.E. to the ESD #12 Board of Directors.

Background

Attachments

Applicant resume ESD 12

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Wendy Coco 02/16/2012 10:24 AM
Form Started By: Kathy Pierce Started On: 02/15/2012 04:36 PM

Garrett-Ihnen: About Us:Staff Page 1 of 1



A Service Engineering Firm

of a



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ABOUT US

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Client List

STAFF

Steven L. Ihnen, PE President and Senior Engineer 512.454.2400 Ext. 101 ihnen@garrett-ihnen.com

Mr. Ihnen serves as President of Garrett-Ihnen Civil Engineers. As the engineer of record for most of the firm's projects, Mr. Ihnen has design oversight and review of projects managed by other associates of the firm. In addition, Mr. Ihnen provides project management for many large scale and multi-phase projects and performs civil and drainage design. Mr. Ihnen's experience includes on-site construction field management that brings a real world aspect and view to the design table. His experience with a wide range of projects from public works, residential and commercial affords the Garrett-Ihnen team the technical support needed to produce a high quality cost effective design.

Mr. Ihnen has designed several projects requiring multiple municipality and state reviews. Through his involvement in professional associations at the board of directors and committee levels, Mr. Ihnen has established a good working relationship with local authorities and is aware of development issues in a dynamic environment. He graduated from Texas A&M University in College Station with a Bachelor of Science in Civil Engineering and is registered in the State of Texas as a Professional Engineer.

Jason Rodgers, PE

Vice President
Commercial Division Manager
512.454.2400 Ext. 102
rodgers@garrett-ihnen.com

Mike Wilson

Business Development/Senior Project Manager 512.454.2400 Ext. 105 wllson@garrett-ihnen.com

Jevon Poston, P.E.

Graduate Engineer 512.454.2400 Ext. 121 poston@garrett-ihnen.com

Conan Witzel

Project Designer III 512.454.2400 Ext. 115 witzel@garrett-ihnen.com

Thomas Acosta

Designer III 512.454.2400 Ext. 114 acosta@garrett-ihnen.com

Marilynn Anthenat

Office Manager 512.454.2400 Ext. 124 anthenat@garrett-ihnen.com

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Garrett-Ihnen | 3600 W. Parmer Lane Ste. 212 Austin, TX 78727 | 512,454,2400 | fax 512,454,2420 | Copyright @ 2005 Garrett-Ihnen. All rights reserved.

Meeting Date: 02/21/2012

ESD 3 Board

Submitted For: Ron Morrison Submitted By: Linda Wipff,

Commissioner Pct. #4

28.

Department: Commissioner Pct. #4 **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss and consider appointing Dan Hejl to fill a currently vacant position on ESD Board #3. The term expires December 31, 2013.

Background

see attachment

Attachments

Dan Hejl letter

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Wendy Coco 02/16/2012 01:43 PM

Form Started By: Linda Wipff Started On: 02/16/2012 10:25 AM

The Honorable Ron Morrison Commissioner, Precinct 4 Williamson County 305 Exchange Boulevard, Ste. 100 Hutto, Texas 78634

Ref: Williamson County ESD #3

Dear Commissioner Morrison,

It has come to my attention that your office may be accepting application for consideration of appointment to serve on the Board of Williamson County Emergency Services District (ESD) #3.

By this letter, I am formally requesting you consider my appointment to serve the vacant seats on the board.

It is my understanding that to be eligible to serve on the board, an applicant must own property within the ESD service area. As you are aware, our engineering firm constructed a new office in Hutto located at 321 Ed Schmidt Boulevard, which is located within the ESD service area. We have occupied the building since Year 2008.

I appreciate your consideration of this appointment. Should you require any other additional information as to this matter, please do not hesitate to contact me.

Very truly yours,

Daniel P. Hejl

Meeting Date: 02/21/2012

Discuss and take appropriate action on setting Election dates for 2012

Submitted For: Dan Gattis Submitted By: Wendy Coco, County

Judge

29.

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on setting Election dates for 2012.

Background

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. (Originator) Wendy Coco 02/16/2012 10:55 AM
Form Started By: Wendy Coco Started On: 02/16/2012 10:54 AM

Commissioners Court - Regular Session

Meeting Date: 02/21/2012

Agreement to Extend Williamson County Proposal 12WCP2001 Tax Statement Printing

Submitted For: Bob Space Submitted By: Brenda Fuller,

Purchasing

30.

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss and consider taking appropriate action on extending proposal #12WCP2001 for Tax Statement Printing for Williamson County with Informative Management Solutions for contract period June 1, 2012 through May 31, 2013.

Background

Attachments

Tax Statement Printing original bid submittal

Signed Vendor Agreement Letter

Form Review

InboxReviewed ByDatePurchasingKerstin Hancock02/13/2012 03:23 PMCounty Judge Exec Asst.Brenda Fuller02/13/2012 04:08 PMForm Started By: Brenda FullerStarted On: 02/13/2012 02:48 PM

Final Approval Date: 02/13/2012



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

http://www.wilcogov.org/purchasing

REQUEST FOR PROPOSAL

TAX STATEMENT PRINTING FOR WILLIAMSON COUNTY

PROPOSAL NUMBER: 12WCP2001

PROPOSALS MUST BE RECEIVED ON OR BEFORE: MAY 24, 2011 - 1:30 PM

PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED: MAY 24, 2011 - 2:00 PM

PRE-PROPOSAL CONFERENCE WILL BE HELD ON:
THURSDAY, MAY 5TH AT 10:00 AM
IN THE WILLIAMSON COUNTY HR TRAINING ROOM, WILLIAMSON COUNTY INNER LOOP
ANNEX,
301 SE INNER LOOP, STE 108, GEORGETOWN, TEXAS

PROPOSAL SUBMISSION

<u>DEADLINE</u>: Proposals must be received in the Williamson County Purchasing Department <u>on or before</u>
1:30 PM on Tuesday, MAY 24, 2011. Proposals will be publicly acknowledged at 2:00 PM or soon thereafter in the Williamson County Purchasing Department located in the Inner Loop Annex, 301 SE Inner Loop - Suite 106, Georgetown, Texas.

METHODS: Sealed proposals may be hand-delivered or mailed to the Williamson County Purchasing Department, Attn: Kerstin Hancock – Purchasing, Suite 106, Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas 78626.

<u>FAX/EMAIL</u>: Facsimile and electronic mail transmittals will not be accepted.

PROPOSAL REQUIREMENTS

TRIPLICATE: All proposals must be submitted in triplicate (one (1) original complete proposal set, one (1) copy of the proposal set) AND one (1) CD (including all required documents). The proposal sets should be marked "original" or "copy". The original set must contain original signatures. A "proposal set" consists of the COMPLETED AND SIGNED Proposal Worksheet and any other required documentation.

<u>SEALED:</u> All proposals must be returned in a sealed envelope with the **proposal name, number, opening** WILLIAMSON COUNTY TAX OFFICE PRINTER PROPOSAL

date and time clearly marked on the outside. If an overnight delivery service is used, the proposal name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

<u>REFERENCES:</u> Williamson County may require proposer to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, phone number and name of representative.

 $\underline{\mathsf{LEGIBLITY}}\!:$ Proposals must be legible and of a quality that can be reproduced.

<u>FORMS</u>: All proposals must be submitted on the forms provided in this proposal document. Changes to proposal forms made by proposers shall disqualify the proposal. Proposals cannot be altered or amended after submission deadline.

LATE PROPOSAL: Proposals received after submission deadline will not be acknowledged and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.; unmarked or improperly marked proposals; or proposals delivered to the wrong location.

RESPONSIBILITY: It is expected that a prospective proposer will be able to affirmatively demonstrate

PAGE 1 of 15

proposer's responsibility. A prospective proposer should be able to meet the following requirements:

- have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

AWARD

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

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

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

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

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

<u>CONTRACT</u>: This Proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful proposer and Williamson WILLIAMSON COUNTY TAX OFFICE PRINTER PROPOSAL

County. No different or additional terms will become a part of this contract with the exception of a change order.

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

CONTRACT ADMINISTRATION: Under this contract, Larry Gaddes, County Chief Deputy Tax Assessor-Collector, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

<u>CONTRACT PERIOD(S)</u>: The Initial Contract Period is October 01, 2011 through May 31, 2012. Possible extensions include.

June 1, 2012 through May 31, 2013 June 1, 2013 through May 31, 2014

CONTRACT EXTENSIONS: At the end of the current contract period, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the latest index published (120) days prior to the end of the contract year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-two (32) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

PROPOSAL CONTACTS

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM on Wednesday, May 18, 2011**. Every effort will be made to answer questions as soon as possible with an email response.

All submitted questions with their answers will be posted to the Williamson County portal,

http://wilco-online.org/ebids/bids.aspx

If you do not have access to email or internet please call the Purchasing contact below.

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PURCHASING CONTACT:

Kerstin Hancock 301 SE Inner Loop - Suite 106 Georgetown, TX 78626 (512) 943-1546 khancock@wilco.org

TECHNICAL CONTACT:

Larry Gaddes 904 S. Main Street Georgetown, TX 78626 (512) 943-1641 lgaddes@wilco.org

MISCELLANEOUS

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

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

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

<u>FUNDING</u>: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court.

<u>SALES TAX</u>: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

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

<u>PURCHASE ORDER</u>: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful proposer for products and/or services. If a purchase order is issued the

purchase order number must appear on all itemized invoices and/or requests for payment.

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

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

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

<u>CONFLICT OF INTEREST</u>: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Proposer's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from Williamson County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

The Williamson County Conflict of Interest Statement is included as Attachment A of this RFP. This form should be completed, signed, and submitted with your proposal.

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

<u>DOCUMENTATION</u>: Proposer shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

TERMINATION FOR CAUSE: In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with

the Proposer's proposal, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Proposer may be given reasonable time to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

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

COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

PROPRIETARY INFORMATION: All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

WORKER'S COMPENSATION

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

PROPOSAL SPECIFICATIONS

In anticipation of the 2011 tax collection process beginning August 2011, the Williamson County Tax Assessor is seeking proposals from qualified vendors for the printing of tax statements which will be conducted by October 31, 2011. The proposal shall include, but is not limited to processing, printing, and mailing of tax statements producing electronic files via FTP containing copies of the individual tax statements in PDF format and producing PDF statements ONLY(no printed statements) for all mortgage company files. Printing on statements must be able to be read by the county's remittance processing systems Opex scanner.

REQUIREMENTS

- Maximum 130,000* custom stock statements w/perforation for tax year 2011 2010 – 118,000* statements mailed
 - 2010 60,000* owners w/lenders electronic PDF statement only
- Statements are on 20lb white stock w/red, blue and black ink on front, black ink only on back
- Maximum 100,000* inserts with double sided printing on color paper w/black ink cut into 1/3
 page (3 inserts per letter size sheet)
- Produce and provide an electronic file of approx 60,000 mortgage company accounts that will
 not receive a mailed hardcopy tax statement.
- Fold the tax statement on the perforated line
- Perform NCOA/CASS/PAVE certifications process on all outgoing mail
- Print Barcode font and OCR-A font in minimum 12pt type on statements.
- For single owner w/multiple accounts, statements are combined and mailed in the most cost effective manner for Williamson County.
- Refund any postage overage within 30 days after date statements are mailed

^{*}Numbers are estimates only, based on historical information

In addition to the requirements listed above, please provide answers to the following questions:

- 1. How long has your company been printing property tax statements?

 Fourteen (14) years
- 2. What other tax office have you performed/worked for? List references we may contact on attached reference sheet B.

See Attachment Sheet B.

3. Have you worked with Tyler Technologies, The Software Group or Orion/Odyssey software before?

Yes

If yes, please list references for the occasions that you worked with the Orion/Odyssey software on attached reference sheet C.

See Attachment Sheet C.

- 4. How do you prioritize or queue your incoming jobs/work? First in/First out, job size, tenure?

 Our shop works on an "as promised" schedule. All mail dates are set by the customer and scheduled accordingly. The mail date selected by the customer sets the priority. If we promise your job to be out on a certain day, it will go out on that day. If your data is sent late to IMS, we will still endeavor to get it out on time. But sometimes when data is late, and even working 24 hr. days, it will go out later than the promised date, but always as quickly as possible.
- 5. What is your estimated total turn- around time to mail statements after you have received our final approval of the sample statement?

Five (5) working days.

- Please provide contact information for at least 3 other customers for which you have provided printing services on the attached reference sheet D.
 See Attachment Sheet D.
- 7. We intend for the tax statements to be mailed before Monday October 31st. Are there any workflow concerns in your production facilities that would keep you from being able to produce and mail statements at/near the end of the month?

No

Should Williamson County incur direct expenses due to vendor not fulfilling the stated requirements, Williamson County shall deduct this cost from total invoice amount.

Evaluation Process

Evaluation will be based but is not limited to the following criteria:

- Price
- Experience /References
- Capability of CASS and OCR/MICR printing
- Turn-around time
- Handling of statements

PRICE SCHEDULE

PRODUCT/SERVICE	UNIT COST PER 1000	TOTAL COST
Computer Pre-Processing	\$ 0.0075	\$ 885.00
Laser Imaging	\$ 0.0285	\$ 3,363.00
Mail Processing/Mailed Parcel	\$ 0.0200	\$ 2,360.00
Job Programming (Includes all PDFs)	\$ 125.00	\$ 1,000.00
Mail Preparation/Mailed Parcel	Incl. in Mail Processing	<u>*</u>
CASS/PAVE Postal Certification	\$ 0.0100	\$ 1,180.00
Bar-coding/ Presort Costs		<u>*</u>
NCOA Postal Certification/Mailed Parcel	\$ 0.0050	\$ 590.00
Minimum job set-up time	No Charge	\$
Job set-up Fee (Flat fee includes all PDFs)	\$ 1,000.00	\$ 1,000.00
Digitize logo, fonts, etc.	No Charge	<u> </u>
FORMS	UNIT COST PER 1000	Total Cost
Tax Statement – 130,000 20 lb stock w/perforation Front –red/blue/black ink. Back-black ink	\$ 0.0207	\$ 2,691.00
Insert – 100,000 Color paper cut to 1/3 page. Include insertion fee in unit and total cost, if any	\$ 0.0075	\$ 750.00
Estimated total turn- around time to mail statements after receipt of final approval of the sample statement	5 working days- a working day being USPS is open to accept First Class	ng any Monday through Friday that the Presorted bulk mail.



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:0
Thomas Kelly Dowe
Name of Company:
Information Management Solutions, LLC
Date:
May 20, 2011
Signature of person submitting form:
Thomas Kelly Done
Notarized:
Sworn and subscribed before me by: on (date)

ATTACHMENT B

Our Reference as listed in Attachment Sheets B, C and D are considered PROPRIETARY INFORMATION as defined by the Texas Open Records Act

REFERENCE SHEET

Proposer must submit references. List any Tax Office you have done business with:

1.	Company Name	Burnet County Tax Assessor Collector
	Contact	Stan Hemphill
	Title	Tax Assessor Collector
	Phone	512-756-8291
2.	Company Name	Comal County Tax Assessor Collector
	Contact	Cathy Talcott
	Title	
	Phone	830-620-5521
3.		Kendall County Tax Assessor Collector
	Contact	
	Title	
	600934094	830-249-2513
4.		Angelina Appraisal District
		Kenneth Johnson
	Title	
	Phone	
5.		Williamson County Appraisal District
J.		
	Contact	
	Title	
	Phone	512-943-1601

ATTACHMENT C

REFERENCE SHEET – Experience with Orion / Odyssey Software List Occasions/Projects where you have worked with Orion/Odyssey Software

1.	Company Name	Pasadena ISD Tax	x Office	
	1000 1000 P. 1000 P. 1000 1000 1000 1000			
	Type of Project	Tax Statements		
	Phone713-7-	40-0259	Date of Project	3 or 4 years ago
2.	Company Name	Williamson Count	Appraisal District	
	Contact	Pam Orr		
	Type of Project	Notices of Appraise	ed Value	
	Phone512-9	43-1601	Date of Project	2011
3.	Company Name	Kendall County Ta	ax Assessor Collector	
	Contact	Terry Karmer		
	Type of Project	Tax Statements		
	Phone	830-249-2513	Date of Project	et2011
4.	Company Name	Williamson County	y Tax Assessor Collecto	or
	Contact	Deborah Hunt		
	Type of Project	Tax Statements		
	Phone	512-943-1601	Date of Projec	t2010
5.	Company Name	Orange County Ap	opraisal District	
	Contact	Michael Cedars		
	Type of Project	Notices of Appraise	ed Value	
	Phone	409-745-4777	Date of Project	2011

ATTACHMENT D

REFERENCE SHEET

Proposer must submit at least three (3) references for other customers you have provided printing services

1.	Company Name	Travis County
		Tom Ashburn
	Title	Administrator
		512-854-9139
2.	Company Name	University Healthcare System
	Contact	Joseph Irving
	Title	Administrator
	Phone	210-358-9258
3.	Company Name	Pedernales Electric Coop
	Contact	Clay Simpson
	Title	IT
	Phone	830-868-5025
4.	Company Name	
	Contact	
	Phone	
5.	Company Name	
	Phone	

WILLIAMSON COUNTY PROPOSAL FORM

2011 TAX STATEMENT PRINTING WILLIAMSON COUNTY

PROPOSAL NUMBER: 12WCP2001

NAME OF PROPOSER: <u>Information Management Solution</u>	ions, L.L.C.
Mailing Address: 2422 Freedom St.	
City: San Antonio	_ State: Zip <u>:78217</u>
Email Address:	
kelly@totalims.com	
Telephone: (210) -826-4994	Fax: <u>(210)- 826-2676</u>
Signature of Person Authorized to Sign Proposition	al, Specifications, and Special Provisions for the amount(s) below, you have read the entire document and agreed to the Date of PROPOSAL: _May 20, 2011
Printed Name and Title of Signer: Thomas Kelly Dowe	

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

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

This page is included to show exactly how IMS would bill for this job using the volumes expressed in the RFP. It therefore shows the total amount we would bill if we are the successful bidder, which would be \$10,378.00.

This page is not intended to change, alter or amend the Proposal in any way. It is included solely to give Williamson County more detailed information on how IMS would apply the "Unit Cost" to the volumes expressed in the proposal. It shows how IMS would apply the "Unit Cost" to each Statement regardless of the number processed or mailed in an envelope.

PRICE SCHEDULE

		Volume- Column added for		
PRODUCT/SERVICE	UNIT COST PER 1000	volume		TOTAL COST
Computer Pre-Processing	\$ 0.0075	118,000	\$	885.00
Laser Imaging	\$ 0.0285	118,000	\$	3,363.00
Mail Processing/Mailed Parcel	\$ 0.0200	118,000	\$	2,360.00
Job Programming (Includes all PDFs)	\$ 125.00	8	\$	1,000.00
Mail Preparation/Mailed Parcel	Incl. in Mail Processing	118,000	\$	-
CASS/PAVE Postal Certification	\$ 0.0100	118,000	\$	1,180.00
Bar-coding/ Presort Costs			\$	-
NCOA Postal Certification/Mailed Parcel	\$ 0.0050	118,000	\$	590.00
Minimum job set-up time	No Charge	Included	\$	-
Job set-up Fee (Flat fee includes all PDFs, setup charges and digitizing.)	\$ 1,000.00	1	\$	1,000.00
Digitize logo, fonts, etc.	No Charge	1	\$	-
			\$	10,378.00
FORMS	UNIT COST PER 1000			Total Cost
Tax Statement – 130,000 20 lb stock w/perforation Front –red/blue/black ink. Back-black ink	\$ 0.0207	130,000	\$	2,691.00
Insert – 100,000 Color paper cut to 1/3 page. Include insertion fee in unit and total cost, if any	\$ 0.0075	100,000	\$	750.00
Estimated total turn- around time to mail statements after receipt of final approval of the sample statement	5 working days- a working day the USPS is open to accept Fire	/ being any st Class Pr	/ Mond	day through Friday that ed bulk mail.

RETURN PAGES BEGINNING WITH PAGE6 THROUGH THIS PAGE WITH YOUR PROPOSAL PACKAGE AND ALL REQUIRED INFORMATION



AGREEMENT TO EXTEND WILLIAMSON COUNTY PROPOSAL #12WCP2001

Informative Management Solutions wishes to extend the second seco	tend bid/proposal #12WCP2001 Tax Statement		
Printing with Williamson County for the same pricing,	terms and conditions as the existing contract for		
the contract period beginning June 1, 2011 through May 31, 2012. Extension to Degin June 1, 2012 through May 31, 2013.			
BY SIGNATURE BELOW, THE PARTIES AGREE TO THE TE			
Vendor + 1 to printion Mary event Silestrons, Cle	Williamson County, 710 Main St., Georgetown, TX 78626		
Name Thomas Kelly Dowe	Dan A. Gattis		
Title Vice President	Williamson County Judge		
Signature Thell Dowe	Signature		
Date Fahrung 9, 2012	Date		

Commissioners Court - Regular Session

Meeting Date: 02/21/2012

Professional Services Agreement Freese and Nichols

Submitted For: Parks and URS Submitted By: Connie Singleton,

Purchasing

31.

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Considering approving a Professional Services Agreement with Freese and Nichols, Inc; engineering services for the evaluation of damage and assessment of alternatives to repair flood damage to the San Gabriel Ranch Road Dam, Berry Springs Park Dam, and Twin Lakes Dam and the exemption of those services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services as set forth under Section 262.024(a)(4) of the Texas Local Government Code.

Background

Attachments

PSA Freese and Nichols

Form Review

InboxReviewed ByDatePurchasing (Originator)Jonathan Harris02/16/2012 09:28 AMCounty Judge Exec Asst.Wendy Coco02/16/2012 10:24 AMForm Started By: Connie SingletonStarted On: 02/15/2012 09:55 AM

Final Approval Date: 02/16/2012

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN WILLIAMSON COUNTY, TEXAS

AND

FREESE AND NICHOLS, INC.

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SECTION: TITLE:

W. Governing Terms and conditionsX. Entire Agreement

Entity Status

Construction

Independent Contractor

Acknowledgement

No Waiver of Immunities Interest and Late Payments

Texas Public Information Act

Signature Page

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EXHIBIT II Hourly Rates

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APPENDIX A Scope of Services

APPENDIX B Engineer's Qualification Statement

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This Professional Services Agreement (the "Agreement") is made and entered into this day by and between <u>Williamson County</u>, <u>Texas</u>, a political subdivision of the State of Texas, (the "County") and Freese and Nichols, Inc. (the "Engineer").

WHEREAS, *County* plans to repair flood damage to the San Gabriel Ranch Road Dam, Berry Springs Park Dam and Twin Lakes Dam.

WHEREAS, *County* desires to obtain professional services for evaluation of damage and assessment of alternatives to repair the flood damage to the above said dams (*the "Project"*);

WHEREAS, *Engineer* has the professional ability and expertise to fulfill the requirements of the *Project*, and to counsel *County* in the selection and analysis of cost-effective alternatives.

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

Section I Employment of the Engineer

County agrees to employ Engineer and Engineer agrees to perform professional engineering services for the Project as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated County (individually or collectively the "County Judge"). The County Judge shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II Basic Services of the Engineer

- A. In consideration of the compensation herein provided, *Engineer* shall perform professional engineering services for the *Project*, which are acceptable to the *County*, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. *Engineer* shall also serve as *County's* professional engineer in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Engineer's* services.
- B. *Engineer* shall not commence work until *Engineer* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County* to proceed, as evidenced by a

Work Authorization substantially in the form of Attachment A to Exhibit I.

- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County** so instructs **Engineer**.
- D. *Engineer* shall perform the following Basic Scope of Services:
 - 1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the *Project*, including any Public Hearings, satisfactory to the *County* and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 - 2. The following documents shall be used in the development of the *Project*:
 - a. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. International Building Code, current edition as updated;
 - i. Williamson County Design Criteria & Project Development Manual, latest edition
 - j. TxDOT Bridge Division Foundation Manual, latest edition
 - 3. As part of the Scope of Services, *Engineer* shall submit its work products to *County* for review at regular intervals.
 - 4. The detailed Scope of Services for the *Project* is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III Fee schedule

A. For and in consideration of the performance by *Engineer* of the work described in the Scope of Services, *County* shall pay and *Engineer* shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto

- and made a part hereof. Invoices shall be submitted by *Engineer* on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services *Engineer* shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of *Engineer's* services as basic or additional services under this agreement, the decision of the *County Engineer* shall be final and binding on *Engineer*.

Section IV Period of Service

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within 340 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Engineer* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County*.
- D. County may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by Engineer of written Notice of Reinstatement from County. Engineer, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the Project or the Engineer's services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, Engineer may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.
- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to

be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. *County* may unilaterally terminate this Agreement for reasons other than substantial failure by *Engineer* to perform by delivering a written Notice of Termination which shall take effect on the tenth day following Engineer's receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. *Engineer* shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of *Engineer* to perform, *County* may prosecute the work to completion by contract or otherwise and, in such a case, *Engineer* shall be liable for any additional costs incurred by *County*.

- F. *Engineer* specifically acknowledges that *County* will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining *County's* actual damages, *Engineer* agrees that One Hundred and No/100 Dollars (\$100.00) per day shall be retained by *County* from any amounts due *Engineer* for every day that *Engineer* does not meet the production requirements set forth in Exhibit IV.
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by *County* is found to be incomplete, as defined in SectionVI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The *County Engineer* will act on behalf of *County* with respect to the work to be performed under this Agreement. The *County Engineer* shall have complete authority to interpret and define *County's* policies and decisions with respect to *Engineer's* services. The *County* may designate representatives to transmit instructions and receive information.
- B. *Engineer* shall not commence work on any phase of the *Project* until a thorough briefing on the scope of the *Project* is received and a written Work Authorization is issued by the *County Judge* in substantially the form of Attachment A to Exhibit I.

- C. Engineer shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that Engineer shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. **Engineer** shall have the responsibility at all times under the terms of this Agreement to advise **County** whether in **Engineer's** judgment it is feasible to proceed with the recommendations given any constraints affecting the **Project**.
- E. *Engineer* shall cooperate and coordinate with *County's* staff, and other engineers and contractors as reasonable and necessary and as required by the *County*.

Section VI Review of Work Product

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted to the *County Engineer* by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the Scope of Services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product submitted to *County Engineer* shall be determined by *County Engineer* within thirty (30) days of such submittal and *County Engineer* shall notify *Engineer* in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, *County Engineer* shall notify *Engineer* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County Engineer* shall notify *Engineer*, who shall perform such professional services as are required to complete the work and resubmit it to *County Engineer*. This process shall be repeated until a submission is complete.
- E. **County Engineer** shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to **Engineer**, who shall perform any required work and resubmit it to **County Engineer**. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the **County Engineer's** opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, *Engineer* shall perform any required modifications, changes, alterations,

corrections, redesigns, and additional work necessary to receive final approval by the *County Engineer*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

- G. After approval of final engineering work products, *Engineer* shall without additional compensation perform any work required as a result of *Engineer's* development of the products which is found to be in error or omission due to *Engineer's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Engineer's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Engineer* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

Engineer shall make without expense to County such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of County, but after the approval of the work product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to Engineer shall entitle Engineer to additional compensation for such extra services and expenses, provided however, that Engineer agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the Engineer's development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by Engineer to revise the plans in order to make the Project constructible, Engineer shall do so without additional compensation. In the event of any dispute over the classification of Engineer's services as Basic or Additional Services under this Agreement, the decision of the County Engineer shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII Engineer's Responsibility and Liability

- A. *Engineer* covenants to undertake no task in which a professional license or certificate is required unless it or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Engineer* shall inform *County* of such event within five working days.
- B. **Engineer** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the **County Engineer** regarding county permitting or similar requirements properly waivable by the **County Engineer**.

- C. Acceptance and approval of the final plans by *County Engineer* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County Engineer* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.
- D. ENGINEER SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE **NEGLIGENCE** OF ANY **OTHER** PARTY, **OTHER** THAN ITS SUBCONTRACTORS.
- E. **Engineer's** opinions of probable **Project** cost or construction cost represent **Engineer's** professional judgment as a design professional familiar with the construction industry, but **Engineer** does not guarantee that proposals, bids, or the construction cost, itself, will not vary from **Engineer's** opinions of probable cost.
- F. **Engineer** shall perform all services and responsibilities required of **Engineer** under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. **Engineer** represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that **Engineer** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of **County**, to perform the services when and as required and without delays. It is understood that **County** will approve assignment and release of all key **Engineer** and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Engineer's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

- J. *Engineer* shall place its Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- K. *Engineer* is an independent contractor under this Agreement. Neither it, nor any officer, agent or employee of *Engineer* shall be classified as an employee of *County*.

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by *Engineer* are the property of *County* and upon completion of the work or termination of this Agreement or as otherwise instructed by *County* and/or *County Engineer*, shall be delivered to *County* in an organized fashion with *Engineer* retaining a copy.
- B. Any reuse by *Engineer* of any such documents described in subsection A above, without the specific written consent of *County* shall be at *Engineer's* sole risk and without liability or legal exposure to *County*. Should *Engineer* be terminated, *Engineer* shall not be liable for *County's* use of partially completed designs, plans, or specifications on this *Project* or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by *Engineer*, or Surveyor, as applicable, as specified by professional standards.
- C. **Engineer** will not be responsible for any use or any modifications to the plans and documents described in Subsection A performed by any entity other than Williamson County, and **County's** respective engineers and contractors, without the specific written consent of **Engineer**. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X Maintenance of and Right of Access to Records

- A. *Engineer* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. Engineer further agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer agrees that County shall have access during normal working hours to all necessary Engineer 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 *Engineer* reasonable advance notice of intended audits.
- C. Engineer further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that County shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that County shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. County shall give sub-consultant reasonable advance notice of intended audits.
- D. *Engineer* and sub-consultant agree to photocopy such documents as may be requested by *County*. *County* agrees to reimburse *Engineer* for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI Miscellaneous

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

solely for *Engineer*) to solicit or secure the work provided by the Agreement.

- (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
- (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for *Engineer*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

Engineer: Frees and Nichols, Inc.

10814 Jollyville Road Building 4, Suite 100 Austin, Texas 78759

County: Williamson County Judge

Dan Gattis(or successor) 710 Main Street, Ste. 101 Georgetown, Texas 78626

With copy to: Joe M. England, P.E.

Williamson County Engineer 3151 S.E. Inner Loop, Suite B Georgetown, Texas 78626

and to: Randy Bell

Director of Williamson County

Parks and Recreation 219 Perry Mayfield Leander, TX 78641

- F. *Insurance Requirements. Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent **County** becomes aware that **Engineer** is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, **Engineer** hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, **County** shall not have an affirmative duty to determine if **Engineer** is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of **County** and **Engineer** and their respective successors, executors, administrators, and assigns. Neither **County** nor **Engineer** may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. *Taxpayer Identification. Engineer* shall provide to *County* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. Compliance with Laws. Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the

Engineer's performance of work under this Agreement.

- M. **Definition of Engineer.** The term "**Engineer**" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- N. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. *Incorporation of Exhibits and Attachments*. All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. *Entity Status*. By my signature below, I certify that *Engineer* is a Texas corporation, duly authorized to transact and do business in the State of Texas.
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. Independent Contractor Relationship. Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. **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.
- T. Interest and Late Payments. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment

becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, *County* shall notify the party requesting payment of such an invoice of the discrepancy. Following *County's* notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. *County* shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. *County's* payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- U. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- V. *Acknowledgement.* As a duly authorized representative of *Engineer*, I acknowledge by my signature below that I have read and understand the above paragraphs and that *Engineer* has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- W. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.
- X. Entire Agreement. This Agreement represents the entire and integrated Agreement between County and Engineer and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both County and Engineer. 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 COUNTY COMMISSIONERS COURT.

EXECUTED this day of, 20	·
THE ENGINEER:	
FREESE AND NICHOLS, INC.	WILLIAMSON COUNTY:
BY: John 5. Wolfhope	BY: Dan A. Gattis,
Printed Name:	Williamson County Judge
m'u	

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$130,000.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

2.1 **Engineer** and **County** acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then **Engineer** shall receive compensation for only those services actually rendered.

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 **County** will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the **Engineer** to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the **County** and **Engineer**. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the **Engineer's** responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or

additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Engineer* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Engineer** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Engineer** shall not be compensated for work made necessary by **Engineer's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "Compensation Cap") is \$200,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, *Engineer* shall provide *County* with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to *County* will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the *Project*.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the *Project* (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by *Engineer*.

TEMPLATE

ATTACHMENT A

WORK AUTHORIZATION NO. _____

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Freese and Nichols, Inc. (the "Engineer").

"County") and Freese and Nichols, Inc. (the	'Engineer'').
Part1. The <i>Engineer</i> will provide the following attached exhibits:	g engineering services, which is further set out in the
Part 2. The maximum amount payable for modification is	services under this Work Authorization without
Part 3. Payment to the <i>Engineer</i> for the service made in accordance with the Agreement.	es established under this Work Authorization shall be
	me effective on the date of final acceptance of the, unless extended by a Supplemental Work
Part 5. This Work Authorization does not provided under the Agreement.	waive the parties' responsibilities and obligations
Part 6. This Work Authorization is hereby acc	cepted and acknowledged below.
EXECUTED this day of	, 20
ENGINEER:	COUNTY:
Freese and Nichols, Inc.	Williamson County, Texas
By:Signature	By:
Signature	Signature
Printed Name	Printed Name
Title	Title

TEMPLATE

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II

HOURLY RATES FREESE AND NICHOLS, INC.

Compensation to Freese and Nichols shall be based on the following Schedule of Charges:

Classification	Rates
Principal	\$225
Senior Engineer VII (ENG VII)	\$205
Senior Engineer VI (ENG VI)	\$174
Project Engineer (ENG V)	\$145
Graduate Engineer (ENG II)	\$107
Designer	\$121
GIS Analyst	\$102
Administrative	\$75
Rates for In-house services:	
PC CAD Stations	\$10/hr
Plotting (Bond)	\$2.50 per plot
Plotting (Other such as mylar)	\$5.00 per plot
Color plotting	\$5.75 per plot
Color copies and Printing	\$0.50 per single side copy
Black and White Copies and Printing	\$0.10 per single side copy
Binding	\$5.75 per book

OTHER DIRECT EXPENSES:

Direct expenses are reimbursed at actual cost times a multiplier of 1.10 (Cost plus 10%). They include outside printing and reproduction expense, communication expense, and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members.

Travel/Transportation will be charged at current IRS allowable rate.

HOURLY RATES BAKER-AICKLEN & ASSOCIATES, INC.

The following rates include company overhead and profit for services accomplished during regular working hours.

OFFICE PERSONNEL SERVICES

Classification	Rates
Sr. Project Manager	\$185 per hour
Managing Planner	
Managing Landscape Architect	
Managing Surveyor/GIS	
Project Manager	
Sr. Landscape Architect	
Sr. Project Engineer/Surveyor/Planner	
Sr. Project Engineering/Surveying/Planning/GIS Coordinator	
Project Engineer/Surveyor/Planner	
Project Engineering/Surveying/Planning/GIS Coordinator	
Sr. Project Engineering/Surveying/Planning/GIS Designer	
Sr. Project Engineering/Surveying/Planning/GIS Associate	
Project Engineering/Surveying/Planning/GIS Designer	
Project Landscape Architect	
Engineering/Surveying/Planning/GIS Associate	
Engineering/Surveying/Planning/GIS Assistant	
Sr. Engineering/Surveying/GIS CAD Technician	
Engineering/Surveying/GIS CAD Technician	
CAD/GIS Computer Operator	
Administrative Assistant	
Expert Witness/Testimony/Deposition Services	
Department Manager	
Branch Manager	
Principal (as appropriate)	\$230 per hour*
FIELD PARTY SERVICES	Rates
1-Man Field Party	\$80 per hour
2-Man Field Party	\$135 per hour
3-Man Field Party	\$175 per hour
4-Man Field Party	\$215 per hour
DIRECT EXPENSES	
Transportation:	
By Firm's Passenger Vehicles	
By Firm's Survey Trucks (Notes 1, 2, & 3)	Charged at current IRS allowable rate
Direct Expense:	
Reproduction & Printing by Firm,	Cost Plus 10%
Survey Stakes, Lathes, Iron Rods	
Subsistence of out-of-city services, and other Direct Expense	
, , , , , , , , , , , , , , , , , , ,	
* Not default rates. These rates are used as required in special situations only and	with County notification.

NOTES:

- 1. Field Party rates include equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a *Project* will be charged as indicated.
- 2. Field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc
- 3. Field Party stand-by time will be charged for at the above-shown appropriate rates.

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

- 1. The fees described in Exhibits I and II to this Agreement shall provide compensation to *Engineer* for the work described in the Basic Scope of Services of the Agreement.
- 2. For the performance of work not described in the Basic Scope of Services of the Agreement, *County* shall pay and *Engineer* shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
- 3. The performance of any additional services must be authorized in writing in advance by the *County Judge*.
- 4. In the event of any dispute over the classification of *Engineer's* services as either basic or additional services, the decision of the *County Engineer* shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to *Engineer* shall not be included within the days allowed for completion.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for *Engineer* to follow upon receipt of Notice of Termination:

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

Procedures for *Engineer* to follow upon receipt of Notice of Suspension:

- 1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to *County*, but shall be retained by *Engineer* unless requested by *County*.
- 2. During the period of suspension, *Engineer* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

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

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

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. *Engineer* will, in all solicitations or advertisements for employees placed by or on behalf of *Engineer*, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. Engineer will send to the labor union representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of Engineer's obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Engineer will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the Project, Engineer shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the County and TxDOT pertaining to such Disadvantaged Business Enterprise Program.
- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of *Engineer's* non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and *Engineer* may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September

24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. *Engineer* will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event *Engineer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by *County* or Federal Agency, *Engineer* may request *County* and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII

INSURANCE REQUIREMENTS

During the life of this Agreement, *Engineer* agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1.0 Million per occurrence and \$2.0 Million in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$1.0 Million per occurrence and \$2.0 Million in the aggregate. *Engineer* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$2.0 Million.
- E. In the event *Engineer* is self-insured in connection with any or all of the above-required insurance policies, *Engineer* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

Engineer shall not commence any field work under this Agreement until it has obtained all required insurance and such insurance or self-insurance has been approved by **County**. **Engineer** shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by **County** shall not relieve or decrease the liability of **Engineer** hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. *Engineer* shall furnish *County* with a certification of coverage issued by the insurer. *Engineer* shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the *County*, and agreed to and hereby acknowledged by the *Engineer*, that no provision of this Professional Services Agreement shall be construed to require the *County* to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

APPENDIX A

SCOPE OF SERVICES

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

Upon *County's* written authorization to proceed, *Engineer* shall provide the following:

Project Management and Meetings

- 1. **Engineer** will monitor the budget and schedule for the **Project** and will provide monthly one-page summaries of the **Project** along with invoices for services completed. The one-page report will summarize services completed, upcoming effort, milestones, and items for discussing or needing input from the **County**.
 - A. Attend a kick-off meeting with the *County* to review the Scope of Services, schedule and required coordination; verify the *County's* requirements for the *Project*; and review the available data.
 - B. Conduct and attend two (2) *Project* meetings with the *County* to discuss design alternatives and final recommendations.
 - C. Attend one Commissioner's Court meeting with the *County* to present the findings and recommendations to the Williamson County Commissioners Court.

Berry Springs Park Dam

It *Engineer's* understanding that the dam at Berry Springs Park was damaged by Tropical Storm Hermine in September 2010 and the *County* wants to examine alternate methods for repairing the dam. The damage consists of an existing limestone wall /weir that failed resulting in the loss of the lake. The repairs may include several maintenance items that will improve the hydraulic function of the dam while enhancing the pond and reducing future *County* maintenance needs.

Phase 1 – Dam Evaluation and Alternatives Analysis: Engineer will evaluate the dam and provide recommendations for repairs to the dam and pond area:

- 1. Data Collection: *Engineer* will collect and review existing available information related to the original dam construction, maintenance, and/or modifications. Data *Engineer* expects to gather includes any construction drawings, City of Georgetown two-foot contours and the Effective FEMA FIS model(s).
- 2. Field Reconnaissance: Make one site visit for the purposes of:
 - A. Gathering information and confirming the existing conditions of the dam, pond, and contributing watershed; Coordinate and verify site surveys; assessing access and potential construction requirements with the City of Georgetown.
 - B. Discussing and confirming existing and proposed operations, maintenance, and hydraulic controls with PARD staff such that they can be considered in the alternatives analysis.
- 3. Survey: Baker-Aicklen will provide and coordinate the following field design surveys:
 - A. Survey shall be based on the following data requirements: Horizontal Datum: NAD 1983, Vertical Datum: NAVD 1988, Projection: State Plane Coordinate System, Texas Central, FIPS zone 4203, Units of Measure: US Survey Feet, Geodetic Reverence System Ellipsoid: GRS80, Grid to surface conversion factor: minimum 10 decimal points.
 - B. Conduct a topographic survey of the *Project* site collecting data on the dam, downstream channel, spring and various pond outflow locations including:
 - i. Two temporary benchmarks, spot elevations on the dam embankment, spot elevations at the spring, spot elevations at the spring outlet, overflow weir and culverts on the channel from the large spring.
 - ii. Develop one-foot contours within the area proposed for a secondary spillway on the southeast end of the pond.
 - iii. Copies of all field notes and sketches will be submitted in both hard copy and digital (AutoCAD) format.
- 4. Hydrologic and Hydraulic Analyses. *Engineer* will perform the following:
 - A. Develop a hydrologic model of the watershed to determine the inflow to the dam and to assess existing hydrologic conditions in the watershed around the *Project* area. Modifications shall include:
 - i. Determine storm event from Berry Creek that inundates the pond using the effective FIS.

- ii. Delineate drainage areas specifically for determining the peak inflow to the dam and to the confluence with Berry Creek.
- iii. Determine peak inflow to the dam for the storm event where Berry Creek inundates the pond. This will be the design storm for the dam.
- iv. Evaluate capacity of existing pipe outlet and rock weir at the design storm event.
- v. Determine required capacity of new auxiliary spillway on the southeast end of the dam in the event existing outlet/weir is insufficient.
- 5. Alternatives and Cost Estimate: *Engineer* will evaluate repair alternatives and provide cost estimates for the following conditions:
 - A. Rebuild rock weir with concrete wall with estimates for limestone or other decorative facing.
 - B. Rebuild rock weir with stacked limestone.
 - C. Country auxiliary spillway.
 - D. New slide gate at the overflow bridge.
 - E. Miscellaneous weirs inside the pond such as at the pedestrian bridge and spring outlet.
 - F. Provide schematic designs and cost estimates for each alternative.
 - G. Construct an earthen embankment or separation wall (just below normal pool elevation) near the fishing pier to allow continued use of that portion of the lake nearest the primary dam during periods of low flow.

Phase 2 - Construction Documents for Selected Alternative: Because the extent of the work to be completed is unknown at this time, and because some of the work may be done by *County* forces, *Engineer* recommends waiting to scope Phase 2. Once the *County* has reviewed the Phase 1 Evaluation, Alternatives, and selected elements to be included in a bid package, *Engineer* will work with the *County* to develop a detailed scope, schedule, and budget to complete Phase 2. If the *County* moves forward with construction documents, the anticipated scope of work would include development of construction contract documents, bid phase services, and construction phase services (if needed).

San Gabriel River Ranch Lake Dam

San Gabriel River Ranch Dam is listed in the TCEQ dam inventory and was damaged as a result of overtopping during the June 2007 floods. TCEQ has inspected the dam and requested the *County* develop a plan for needed repairs to meet TCEQ dam safety requirements. In addition, TCEQ has indicated that an emergency action plan (EAP) is required due to the existing "significant" hazard classification.

It is *Engineer's* understanding that the *County* desires to first verify the hazard classification to determine if the dam is properly classified. If it is determined to be a low hazard dam, the EAP will not be required and some, or all, of the requested repairs may not be required. To meet this need, *Engineer* recommends that Phase 1 of this *Project* address the hazard classification and TCEQ requirements. *Engineer's* Scope of Services for Phase 1 includes:

- 1. Field Reconnaissance: Make one (1) site visit for the purposes of gathering information, confirming the existing conditions of the dam, and coordinate and verify site surveys.
- 2. Survey: Baker-Aicklen will provide and coordinate the following field design surveys for the purpose of collecting minimum data required to perform the breach analysis:
 - A. Survey shall be based on the following data requirements: Horizontal Datum: NAD 1983, Vertical Datum: NAVD 1988, Projection: State Plane Coordinate System, Texas Central, FIPS zone 4203, Units of Measure: US Survey Feet, Geodetic Reverence System Ellipsoid: GRS80, Grid to surface conversion factor: minimum 10 decimal points.
 - B. Conduct a topographic survey of the *Project* site to collect data on the dam sufficient to complete the simplified breach analysis:
 - i. Two temporary benchmarks, culvert flowlines, longitudinal profile along the crest of the dam (roadway and berm), spot shots along the downstream toe of the dam to verify height of the dam.
 - ii. Copies of all field notes and sketches will be submitted in both hard copy and digital (AutoCAD) format.
- 3. Simplified Breach Analysis: *Engineer* will perform a simplified breach analysis, in accordance with the TCEQ Hydrologic and Hydraulic Guidelines for Dams in Texas, to determine the downstream areas at risk and to evaluate the hazard classification of the dam. The simplified breach methodology does not require hydrology.
 - A. Prepare a technical memorandum that documents the breach calculations, provides a downstream breach inundation map, and recommend a change in hazard classification (if appropriate).
 - B. Meet with TCEQ Dam Safety Team and the *County* to present findings and to discuss what the impact of a potential classification change means in terms of maintenance and improvements that will be required for the dam to comply with TCEQ dam safety regulations. If the dam is reclassified as a low hazard potential dam, an EAP will not be required; however, certain maintenance and repair items identified in the TCEQ inspection may still be necessary.

- Phase 2 Construction Contract Document Preparation, Emergency Action Plan: Because the need for and extent of the work to be completed is unknown at this time, and because the emergency action plan may not be required, *Engineer* recommends authorizing work on applicable portions of Phase 2 upon completion of the simplified breach analysis and meeting with the TCEQ Dam Safety Team.
- 1. Emergency Action Plan: If the hazard classification cannot be reduced and the dam is classified as a high or intermediate hazard dam based on the breach analysis, *Engineer* will develop an emergency action plan following TCEQ guidelines. The EAP will:
 - A. Identify downstream residents threatened by dam failure.
 - B. Meet with the *County Engineer* to discuss the results of the breach analysis and mapping and present the draft EAP for *County* review. *County* comments will be incorporated into the revised draft.
 - C. Submit the revised draft emergency action plan to TCEQ for review. TCEQ comments will be incorporated into the final emergency action plan.
 - D. At the request of the *County*, *Engineer* will attend two (2) meeting with the Williamson County Office of Emergency Management (OEM), local emergency responders, etc. to discuss the EAP for the purposes of garnering input for the final EAP.
 - E. Incorporate comments from the OEM and local responders and provide the *County* with the final EAP for signature and implementation.
- 2. Design Survey: The additional survey scope will gather data necessary to perform final design for embankment repairs/stabilization and to provide increased spillway capacity. Baker-Aicklen will provide and coordinate the following field design surveys:
 - A. Survey shall be based on the data requirements listed in Phase 1.
 - B. Conduct a detailed topographic survey of the *Project* site to collect data on the dam sufficient to complete the construction documents:
 - i. Topographic survey of the upstream slope, crest, downstream slope and spillway.
 - ii. Detailed survey of the existing outlet works.
 - iii. Develop 1-ft contours of the dam and spillway
 - iv. Copies of all field notes and sketches will be submitted in both hard copy and digital (AutoCAD) format.
- 3. Hydrologic Model: In order to provide adequate spillway capacity, *Engineer* will develop a HEC-HMS model to calculate the TCEQ required spillway capacity. The model will be used to size the low flow and emergency spillways. The modeling effort will include:
 - A. Delineation of drainage areas based on 2-ft topography.
 - B. Developing hydrologic parameters for the watershed representing inflow to the dam. Parameters will be developed for existing conditions and will include development of stage-storage-discharge, land use, curve numbers, and time of concentration.
 - C. Use the model to determine the design storm inflow (% of PMF), outflow, and stage based on the TCEQ hydrologic and Hydraulic Guidelines.
 - D. Modeling alternate spillway configurations and preparing a technical memorandum documenting the existing conditions, proposed improvements, and revised outflow and reservoir stages for submittal to TCEQ with the

construction documents.

- 4. Construction Documents: *Engineer* will develop final construction drawings, technical specifications, and construction cost estimate using *Engineer*'s standard construction documents. The final design will include:
 - A. Clearing woody vegetation from slopes,
 - B. Repairing embankment slope damage and overtopping protection (if needed),
 - C. Provide increased spillway capacity and stabilize the outfall channel against scour (if needed).
 - D. Temporary erosion and sedimentation controls during construction.
 - E. Permanent vegetative protection on all soil areas disturbed by construction.
 - F. Address other maintenance concerns by TCEQ identified in the TCEQ 2009 inspection.
 - G. Develop Construction Documents.
 - Engineer will provide three copies of the construction drawings at 60% for review by the *County*. This submittal will include copies of the hydrologic models and associated calculations for the increased spillway capacity. A list of special permitting requirements will be identified if applicable.
 - ii. Based on *Engineer* experience with similar dam rehabilitation projects we anticipate the *Project* will be performed under a USACE Nationwide permit and will not require State or Federal Permit submittal.
 - iii. *Engineer* will provide three copies of the plans and specifications at 90% completion for review and approval of the *County*. Upon *County* approval the "issued for bid" documents will be prepared. *Engineer* will submit the construction documents and other documents required to the TCEQ for review and approval.
 - H. *Engineer* will prepare opinions of probable construction costs at the 60%, 90% and issued for bid milestones.
- 5. Bid assistance: *Engineer* will assist the *County* in advertisement of the *Project* and securing bids.
 - A. *Engineer* will provide twenty-five copies of the plans and specifications for distribution by the *County* to prospective bidders and plan rooms.
 - B. **Engineer** will respond to questions and interpret the bid documents. Addenda to the bid documents will be prepared and provided to the **County** for distribution to the plan holders.
 - C. Attend the pre-bid meeting and bid-opening.

Twin Lakes Dam

Twin Lakes Dam is listed in the TCEQ dam inventory and previous inspection reports have highlighted several maintenance items that the *County* has addressed. In addition, TCEQ has indicated that an emergency action plan (EAP) is required due to the existing "high" hazard classification and they have questioned if the dam meets the minimum required hydraulic capacity.

County desires **Engineer** to prepare an Emergency Action Plan for this dam and, while doing so, evaluate the hydraulic capacity of the dam to determine if any modifications to the principal or emergency spillways will be required to safely pass the 75% Probable Maximum Flood (PMF), the minimum requirement for existing high hazard dams.

- 1. Data Collection: *Engineer* has limited data for the existing facility. This task will be to collect and review available information necessary for the analysis and final design of the improvements including two-foot topography, GIS data sets, "As Built" drawings of YMCA facilities near dam parking area, restrooms, pavilion and water quality pond.
- 2. Field Reconnaissance: Make up to four (4) site visits for the purposes of: gathering information and confirming the existing conditions of the dam, coordinate and verify site surveys.
- 3. Survey: Baker-Aicklen will provide and coordinate the following field design surveys:
 - A. Survey shall be based on the following data requirements: Horizontal Datum: NAD 1983, Vertical Datum: NAVD 1988, Projection: State Plane Coordinate System, Texas Central, FIPS zone 4203, Units of Measure: US Survey Feet, Geodetic Reverence System Ellipsoid: GRS80. Grid to surface conversion factor: minimum 10 decimal points.
 - B. Conduct a topographic survey of the *Project* site collecting data on the dam, downstream channel, spring and various pond outflow locations including:
 - i. Two temporary benchmarks, culvert flowlines, building and surface improvements.
 - ii. Sufficient points to develop 1-foot contours of the embankment, principal spillway and emergency spillway including the water quality pond and parking a lot.
 - iii. Copies of all field notes and sketches will be submitted in both hard copy and digital (AutoCAD) format.
- 4. Breach Analysis: *Engineer* will perform a breach analysis using unsteady flow modeling according to TCEQ requirements. We will use previously developed HEC-HMS and HEC-RAS models as the starting point for this task. Breach analysis will include:
 - A. Modify the existing HEC-HMS model to incorporate the updated information (from task 3) for the dam and develop sub-basins specific to this *Project* area. This will include review and revision of the hydrologic model parameters necessary to model Twin Lake Dam in accordance with TCEO guidelines.
 - B. Verify the hydraulic capacity of the dam and determine if Twin Lakes Dam meets the required TCEQ minimum hydraulic capacity (75% PMF).
 - C. Modify the existing HEC-RAS model to incorporate updated information (from task 3) for the dam and discharge rating curves for the dam using

- existing conditions of the principal and emergency spillways. This will include review and revision of the hydraulic model parameters necessary to model Twin Lake Dam in accordance with TCEQ guidelines.
- D. Develop breach inundation maps that show the aerial extent of the estimated breach flows and depth of flooding at road crossings in compliance with the TCEQ EAP Guidelines.
- E. Prepare a hydrologic and hydraulic summary report describing the purpose, source(s) of data, special conditions, assumptions, modeling techniques, and results for submittal to TCEQ along with the EAP (required submittal).
- 5. Emergency Action Plan (EAP): *Engineer* will develop an emergency action plan following TCEQ guidelines. The EAP will:
 - A. Identify downstream residents threatened by dam failure,
 - B. Use TCEO approved format that we used for Upper Brushy Creek W.C.I.D.
 - C. Meet with the *County* to discuss the results of the breach analysis and mapping and present the draft EAP for *County* review. *County* comments will be incorporated into the revised draft.
 - D. Submit the revised draft emergency action plan to TCEQ for review. TCEQ comments will be incorporated into the final emergency action plan.
 - i. It is our understanding that TCEQ has requested the *County* submits the draft EAP by December 31, 2011. *Engineer* will prepare a draft EAP for submittal based upon the existing, available data and simplified breach calculations.
 - ii. Upon completion of the survey and detailed models a revised draft will be submitted to the TCEQ.
 - E. At the request of the *County*, *Engineer* will attend up to 3 meetings with the Williamson County Office of Emergency Management (OEM), local emergency responders, etc. to discuss the EAP for the purposes of garnering input for the final EAP.
 - F. Incorporate comments from the OEM and local responders and provide the *County* with the final EAP for signature and implementation.

DELIVERABLES

Berry Springs Dam

- 1. Survey: One (1) hard copy of the survey data including drawings and field notes and sketches. One (1) digital copy of the survey in DWG format on CD-ROM. The digital copy shall include all survey data collected in comma separated variable format. A text file shall be included with an index of all files on the CD-ROM and an explanation of all data fields within each file.
- 2. H/H Calculations and Models: Electronic and hard copies of the hydrologic and hydraulic analyses, including models, GIS data, and calculations for each design phase.
- 3. Preliminary Engineering Report: Two (2) draft copies of the report will be issued to the *County* for review. The final report will incorporate comments received from the *County* and *Engineer* will provide one (1) complete electronic version of the report, including figures, in PDF format and two (2) hard copies.

San Gabriel Ranch Dam

- 4. Survey: One (1) hard copy of the survey data including drawings and field notes and sketches. One (1) digital copy of the survey in DWG format on CD-ROM. The digital copy shall include all survey data collected in comma separated variable format. A text file shall be included with an index of all files on the CD-ROM and an explanation of all data fields within each file.
- 5. Simplified breach analysis with inundation map.
- 6. Letter Report to TCEQ documenting the simplified breach analysis and recommended hazard classification reduction (if appropriate).
- 7. Emergency Action Plan. *Engineer* will prepare the first draft for *County* review and comment. The revised draft will be submitted to TCEQ for review and comment. The final draft will incorporate TCEQ comments and will be used to coordinate with the OEM and local responders. Any changes requested by the *County* based on those meetings will be incorporated into the final EAP.
- 8. Construction documents to stabilize the embankment and provide adequate spillway capacity.

Twin Lakes Dam

- 9. Survey: One (1) hard copy of the survey data including drawings and field notes and sketches. One (1) digital copy of the survey in DWG format on CD-ROM. The digital copy shall include all survey data collected in comma separated variable format. A text file shall be included with an index of all files on the CD-ROM and an explanation of all data fields within each file.
- 10. Breach analysis with inundation maps.
- 11. Emergency Action Plan. *Engineer* will prepare the first draft for *County* review and comment. The revised draft will be submitted to TCEQ for review and comment. The final draft will incorporate TCEQ comments and will be used to coordinate with the OEM and local responders. Any changes requested by the *County* based on those meetings will be incorporated into the final EAP.

Designated Representatives:

Engineer and County designate the following representatives:

County's Designated Representative - Joe England, P.E., 3151 S. E. Inner Loop, Suite B, Georgetown, Texas 78626, (512) 943-3336, jengland@wilco.org.

Engineer Project Manager- Jay Scanlon, P.E., 10814 Jollyville Road, Suite 100, Austin, Texas 78759, (512) 617-3100, jws@freese.com

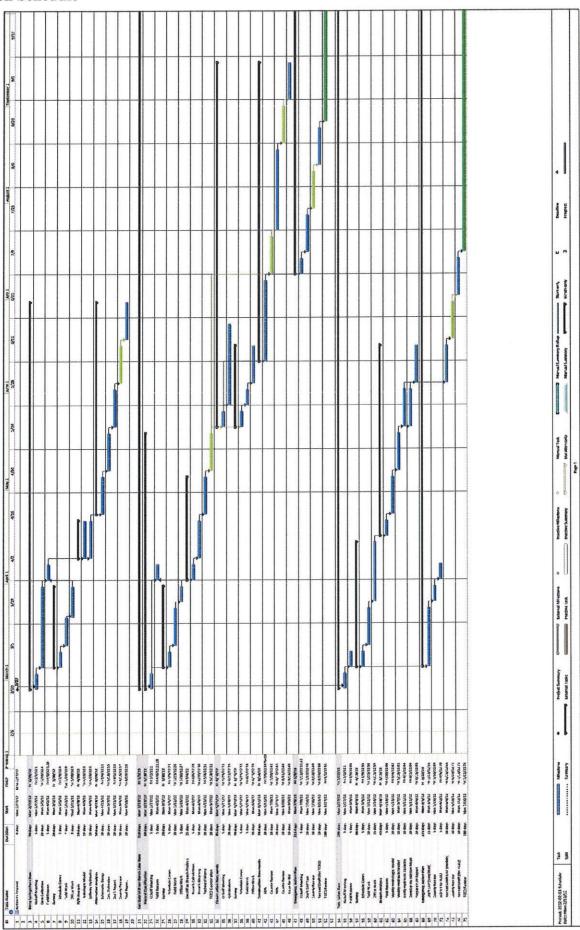
Engineer Accounting Contact- Susanne Dubois, 10814 Jollyville Road, Suite 100, Austin, Texas 78759, (512) 617-3100, srd@freese.com

Barry S	prings Park Dam - Preliminary Engineering Report	Total
1	Project Management and Meetings	\$ 2,300
2	Data Collection	\$ 1,820
3	Field Reconnaissance	\$ 3,374
4	Survey	\$ 5,957
5	Hydrologic and Hydraulic Analyses	\$ 3,049
6	Alternatives and Cost Estimate	\$ 11,661
7	Report	\$ 4,982
		\$ 33,142
San Ga	briel Road Dam - Phase 1 (Hazard Classifications)	Total
1	Project Management and Meetings	\$ 2,120
2	Field Reconnaissance	\$ 3,555
3	Survey	\$ 2,167
4	Simplified Breach Analysis	\$ 4,244
5	TCEQ Coordination	\$ 1,306
		\$ 13,391
San Gal	oriel Road Dam - Phase 2 (Emergency Action Plan, Hydrologic Modeling)	Total
1	Emergency Action Plan	\$ 6,720
2	Hydrologic Model	\$ 7,423
		\$ 14,144
San Gal	oriel Road Dam - Phase 2 (Design Survey and Construction Documents)	 Total
3	Design Survey	\$ 5,814
4	Develop Construction Contract Documents	\$ 26,463
5	Bid Phase	\$ 1,525
		\$ 33,802
	kes Dam - Emergency Action Plan	 Total
1	Project Management and Meetings	\$ 2,200
2	Data Collection	\$ 1,895
3	Field Reconnaissance	\$ 3,199
4	Survey	\$ 7,145
5	Breach Analysis	\$ 15,168
6	Emergency Action Plan	\$ 6,006
		\$ 35,612

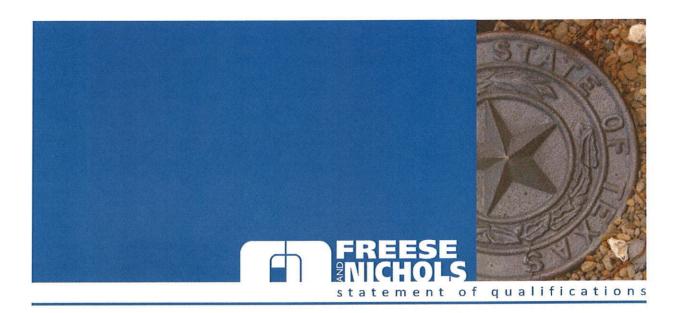
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3 Field Reconnaissance		12			20									~	
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Modify existing HEC-RAS Model		33													
Verify hydraulic capacity		y (
Develop breach in indation mans		0 80											,	0 0	
Prepare H&H summan report		38												0 0	
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		18	150	20										-	
Meetings)	}	}	09								3663) m	
Revised Draft (TCFQ)		σ	150	20										-	
Final FAP (for distribution)		· u	300	00											
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APPENDIX B ENGINEER'S QUALIFICATIONS STATEMENT



Williamson County
Evaluation of Damage to
Three Dams/Embankments

June 23, 2011

Submitted by: Freese and Nichols, Inc. 10814 Jollyville Road Building 4, Suite 100 Austin, Texas 78759

John Wolfhope, P.E. 512-617-3100 jsw@freese.com

Williamson County - Evaluation of Damage to Three Dams/Embankments Team

Pepare cost estimates

Les Boyd, P.E.



Simplified Breach Analysis



Williamson County_Evaluation of Damage to Three Dams/Embankments

Jerome (Jay) Scanlon, III, P.E., CFM PROJECT MANAGER

Jay Scanlon has served as Project Engineer/Manager for a number of large scale water resource design projects. His experience includes major dam rehabilitation and inspection projects, levee and channel design and improvement, design of storm water management facilities, including on-site and regional detention ponds, water quality controls and general site civil design. He has successfully worked with numerous clients, taking their projects from the conceptual planning stage through the design, permitting and construction phases. Some of his relevant experience includes:

- Regional Dam Design, Williamson County Project Manager/Engineer for project which included water rights studies, preliminary hydrological and hydraulic analyses, preliminary dam design/reservoir modeling (feasibility study), cost estimates and an engineering report for a new county park.
- Dam Modernization Program, Upper Brushy Creek WCID Program Manager for H/H studies breach analysis, EAP development, final design and construction phase services for the districts 21 high hazard dams. Project includes operation and maintenance of 21 monitoring sites and early warning system for the dams and development and maintenance of a public Web site.
- FY2000, FY2001, FY2005, FY2006 Dam Safety Inspections, TCEQ Assistant Project/ Program Manger and Dam Inspection Professional. Assisted in scheduling, preparing and reviewing dam safety inspections and coordinating with the TCEQ for the 267 dam safety inspections in various locations across the state.
- Pond Dam Safety Program, City of Austin Project Manager for the CIP Study for rehabilitation of 66 dams throughout the City. Currently providing general representation for construction of dam rehabilitation of two structures and developing construction documents for the next four structures to be modernized.
- Tom Miller Dam Modernization, Lower Colorado River Authority Design Engineer and Discipline Leader for site civil and drainage design. Assisted in preparation of hydraulic calculations, prepared construction documents for drainage improvements, including a storm drain system, retaining wall, parking lot and new access driveway.
- Highland Lakes Dam Spillway Hoist Study, Lower Colorado River Authority Design Engineer for investigating the primary and secondary mechanical/electrical systems at three dams (Buchanan Dam, Wirtz Dam, Tom Miller Dam) (six spillways) and made recommendations for additional hoist repair and replacement.
- Buchanan Dam Modernization Project, Lower Colorado River Authority Project Engineer for overturning and sliding stability analysis, final design and construction of the repairs.
- Inks Dam Modernization Project, Lower Colorado River Authority Project Engineer for overturning and sliding stability analysis, final design and construction of the repairs.
- Safety Inspection of Flint Dam, American Electric Power Project Engineer, assisted with the site inspection and report preparation for the dam safety inspection.
- Lake Fork Dam Safety Inspection, Iron Bridge Dam Safety Inspection and Annual Gibbons Creek Dam Inspections; Sabine River Authority – Project Engineer, assisted with the site inspection and report preparation for the dam safety inspection.



20 years

EDUCATION B.S., Civil Engineering, University of Texas, San Antonio

REGISTRATIONS Professional Engineer, Texas #82077 Certified Floodplain Manager #0511-03N

AFFILIATIONS
American Society of
Civil Engineers
Society of American
Military Engineers
Consulting Engineers
Council of Texas
Association of State
Dam Safety Officials
U.S. Society on Dams

STATEMENT OF QUALIFICATIONS



Williamson County_Evaluation of Damage to Three Dams/Embankments

- Lake Lytle Dam Investigation Project Engineer, assisted with the site inspection and report preparation for the dam safety inspection.
- Spring Lake Dam Repair, Texas State University System Project Manager and Resident Representative during design, providing preparation of plans and specifications and construction of the repairs to the 150-year old dam.
- Upper Walnut Creek Regional Detention Pond, City of Austin Project Manager and Project Engineer for the study, design, plans and specifications and general representation for the 5,000-foot long embankment dam to provide erosion and flood control on Walnut Creek.
- Wells Branch Regional Detention Pond, City of Austin Project Manager and Project Engineer for the study, design, plans and specifications and general representation for the 1,500-foot long, 35-foot tall concrete dam to provide erosion and flood control on Wells Branch Tributary to Walnut Creek.
- Inspection of Kerrville Dam, City of Kerrville Assisted with the site inspection and report preparation for the dam safety inspection.
- Emergency Action Plan for 21 Dams, Upper Brushy Creek WCID. Project Manager for the preparation of emergency action plans and breach analysis for 21 dams.
- Emergency Action Plan for six Dams, Guadalupe-Blanco River Authority Project Manager for the preparation of emergency action plans and breach analysis for 6 dams.
- Emergency Action Plan for two Dams, CPS Energy Project Manager for the preparation of emergency action plans and breach analysis for 2 dams.
- Emergency Action Plan for three Dams, City of San Antonio Project Engineer for the preparation of emergency action plans and breach analysis for three dams.



Williamson County_Evaluation of Damage to Three Dams/Embankments

John Wolfhope, P.E.

PRINCIPAL-IN-CHARGE; QUALITY CONTROL

Mr. Wolfhope is the Central Division Manager and a Principal of the Firm. He specializes in the engineering and construction of public infrastructure projects including dams, hydraulic structures, and water supply systems. He is proficient in the design, rehabilitation, stabilization and replacement of dams, including gated spillways, gravity dams, flat slab and buttress spillways, multiple arch dams and labyrinth spillways. He has broad experience in dam assessments including siting studies, dam safety inspections, structural assessments, geotechnical investigations, physical and numerical hydraulic modeling, risk assessments, emergency action planning, and security assessments. In addition to his technical engineering background, he has a solid background in project planning, contract negotiations, team building, value engineering, constructability review, construction administration and process improvement. He has authored more than 35 papers and presentations on dams and dam engineering and frequently speaks or moderates technical sessions at conferences and workshops. He was Project Manager for the Lake Brazos Dam Replacement Project, which received the U.S. Society on Dams 2008 Award of Excellence in the Constructed Project. His work also has been recognized through awards that include the Texas Section ASCE Outstanding Civil Engineering Achievement Award, Texas Chapter of APWA Public Works Project of the Year, Texas Council of Engineering Companies Gold Medal for Engineering Excellence, and USACE Safe Contractor of the Year. He serves as the Private Sector Representative on FEMA's National Dam Safety Review Board and is a member of the National Dam Safety Program Strategic Planning Steering Committee. Some of his relevant experience includes:

- Lake Brazos Dam Replacement Project, City of Waco Project Manager for replacement of 700-foot-long, concrete gated run-off river dam with 25-cycle labyrinth weir dam. Project included in-depth geotechnical exploration and testing program, river basin mapping, hydraulic and hydro-dynamic modeling, finite-element modeling of found ation and structure, and hydraulic modeling program. Project delivery systems and value engineering reduced the project budget by over half of previous USACE estimates, cut over two years off the project completion schedule, and minimized environmental impacts. Project involved staged construction of foundation systems and concrete structures to allow passage of river flows while maintaining reservoir at normal pool throughout construction.
- Tom Miller Dam Modernization Project, City of Austin Project Manager for program to modernize 105-year-old hydropower dam. Project included stabilization of concrete overflow spillway, powerhouse stabilization, and structural strengthening of gated, flat-slab and buttress spillway. Project included detailed geotechnical investigation program, geologic mapping, destructive and non-destructive structural testing program, three-dimensional finite element analyses, modeling of crack propagation, hydraulic model studies, and construction of access roads and modernization improvements within environmentally sensitive endangered species habitat.
- Inks Dam Modernization Project, Burnet County Lead Engineer for in-depth geotechnical investigation program, hydraulic analyses, and design for modernization of 1800-feet long concrete hydropower dam. Project involved demolition, stabilization, and replacement of concrete spillway while maintaining the pool at normal operating elevation. Project included boring outlet service line through existing dam and construction of raw water pipeline to USFWS fish hatchery.



EXPERIENCE 20 years

EDUCATION
B.S., University of
Pittsburgh
M.S., Civil Engineering,
University of Texas

REGISTRATIONS Professional Engineer, Texas #82128

AFFILIATIONS National Dam Safety Program - Strategic Planning Steering Committee

National Dam Safety Review Board

United States Society On Dams, Board of Directors, Technical Committee Chairman

American Society of Civil Engineers

National Research Program for Rock Anchors in Dams, Co-Principal Research Director

Association of State Dam Safety Officials

STATEMENT OF QUALIFICATIONS



Williamson County_Evaluation of Damage to Three Dams/Embankments

- Buchanan Dam Modernization Project, City of Buchanan Engineer for in-depth geotechnical investigation program, hydraulic analyses and modernization of four-mile-long concrete gravity and arch hydropower dam. Project Manager for construction phase including modernization improvements and integrated dam safety instrumentation system.
- Wirtz Dam Modernization Project, City of Marble Falls Lead Engineer for geotechnical explorations, materials testing, hydraulic analyses, and modernization of spillway structures. Lead the development and interpretation of physical and numerical models of hydraulic and structural performance. Assisted with construction phase though preparing construction documents and managing testing program.
- Wirtz Dam Emergency Repairs and Apron Slab, City of Marble Falls Lead Engineer for construction documents for emergency repairs to the spillway foundation and the construction of apron to prevent scour development. Project involved hydraulic model studies and scour analyses to assess erodability. Managed design and construction of integrated dam safety instrumentation system for the monitoring of structural movements and foundation pressures.
- Wesley Seale Dam Gates and Spillway Rehabilitation, City of Corpus Christi Engineer for the stabilization of the spillway structures for large high-hazard Ambursen Dam. Project included physical hydraulic modeling of spillways and outlet works. Designed and managed construction of integrated dam safety instrumentation system for remotely monitoring spillway movement and foundation pressures. Led the development of Water Operations Center for the video surveillance and access security at three dams and two water supply pump stations. Designed and commissioned instrumentation system for dam safety monitoring and remote control of 27 spillway gates.
- Choke Canyon Dam Repairs and Site Improvements, City of Corpus Christi Project Manager for rehabilitation and upgrades to spillway and inlet/outlet works at three-mile long large high-hazard dam on the Frio River. Project included hydraulic model studies of spillway performance to eliminate downstream scour, foundation and structural concrete erosion. Coordinated review and approval of analyses, design, and construction packages with the United States Bureau of Reclamation.
- Olmos Dam Stabilization, Bexar County Principal-In-Charge on the geotechnical investigation, post-tensioned anchor evaluation, and stability analysis for 80-year-old flood control dam.
- City Lake Dam Improvements, City of Temple Project Manager for the inspection, evaluation and rehabilitation of 90-year-old concrete dam on the Leon River. Project included hydraulic modeling, analysis of foundation erodability, scour analysis, spillway rehabilitation, and undermining repairs.
- Lake Jim Thornton Dam Rehabilitation, City of Temple Principal-In-Charge for the rehabilitation of large high-hazard earthen embankment dam. Project included repair of upstream scour and erosion damage and stability improvements to downstream embankment slopes.
- Mansfield Dam Comprehensive Facility Review Principle-In-Charge for comprehensive review of dam, including review of previous inspections and providing recommendations for capital improvements and operations and maintenance program.
- Dam Safety Inspections FY 2000, 2001, 2004, 2005; Texas Commission on Environmental Quality – Lead inspections of significant and high-hazard dams as part of 100 dams per year inspected by Freese and Nichols for state dam safety office. Warren D. Samuelson, Dam Safety Program Coordinator, Texas Commission on Environmental Quality.



Williamson County_Evaluation of Damage to Three Dams/Embankments

Les Boyd, P.E.

DAM SAFETY INSPECTIONS AND REPAIR SOLUTIONS

An Associate of the firm, Les Boyd is FNI's most experienced construction manager for dams and reservoirs. He has nearly 40 years of dam and reservoir design and construction experience and serves as Central Division technical leader for constructability reviews and construction services. Mr. Boyd lead the rehabilitation of Morris Sheppard Dam (the tallest flat slab and buttress dam in the United States). Some of his relevant project experience includes:

- Upper Brushy Creek Water Control and Improvement District, Texas Manager of resident engineering serves for the construction of modernization improvements to twenty high-hazard NRCS dams.
- Dam Modernization Program, LCRA Lead Engineer and Resident Construction Representative for the rehabilitation of four of the highland Lakes Dams, including Wirtz Dam, Buchanan Dam, Inks Dam and Tom Miller Dam.
- Murphy Dam Repairs, City of Taylor Structural Engineer for repairs to a multiple arch dam. Project included evaluation of the dam, replacement of training walls, and grouting of voids beneath the buttresses and apron slab.
- Lake Brazos Dam Replacement Project, City of Waco Structural Engineer for awardwinning replacement of 700-foot-long concrete gated run-off river dam with 25 cycle labyrinth weir dam.
- Spillway Gate Rehabilitation, Wesley E. Seale Dam, City of Corpus Christi Lead Engineer for rehabilitation of 60 spillway gates for slab and buttress spillways.
- Forest Grove Dam, City of Athens Resident engineer for dam project including construction of earthen embankment, concrete spillway and gates. Total construction contract was \$4 million.
- Morris Sheppard Dam, Brazos River Authority Resident Engineer for Morris Sheppard Dam. Project included three separate contracts for construction of an emergency spillway, modifications to spillway, ballast additions to the dam, rehabilitation of spillway bear trap gates and electrical system. Supervised inspection team members and geotechnical subconsultants. Also supervised construction activities on a daily basis and coordinated with the FERC and Texas Water Commission employees during site visits. Total construction contracts were \$14 million.
- Gilboa Dam \$18-Million Emergency Stabilization (New York), Dvirka and Bartilucci Assistant Resident Representative for emergency dam stabilization
- Bayor Loco Dam, City of Nacogdoches Resident Engineer for four separate construction contracts totaling \$7 million. Responsibilities included construction supervision of Bayor Loco Dam, an earthen embankment dam with a concrete morning glory spillway. Project included 30-inch treated water transmission line, 10 mgd water treatment plant and 3-mg ground storage tank. Supervised inspection team members and geotechnical subconsultants. Also supervised construction activities on a daily basis and coordinated with the Texas Water Commission employees during site visits.
- Olmos Dam Stabilization, Bexar County Lead Engineer for design and construction of 80-year-old flood control dam.
- Guadalupe Valley Hydroelectric System Dam Inspections, Guadalupe-Blanco River Authority – Provided engineering support for repairs and improvements to six hydroelectric dams.



EXPERIENCE 38 years

EDUCATION
M.S., Civil Engineering,
Vanderbilt University
B.S., Civil Engineering,
University of Texas at
Arlington

REGISTRATIONS Registered Professional Engineer, Texas #39453

AFFILIATIONS American Concrete Institute American Society of Civil Engineers Association of State Dam Safety Officials



Williamson County Evaluation of Damage to Three Dams/Embankments

Victor M. Vasquez, P.E. REPAIR SOLUTIONS

An Associate of the firm, Mr. Vasquez serves as the Central Division Water Resources Group Manager. His experience includes the design, rehabilitation, expansion and replacement of dams and hydraulic structures. He has served as the lead resident construction engineer for award-winning dam rehabilitation projects and has considerable experience leading dam inspections involving structural assessment, hydraulic analysis, geotechnical investigation programs and foundation scour analysis. Some of his relevant project experience includes:

- City Lake Dam Improvements, City of Temple Lead Engineer for the inspection, evaluation and rehabilitation of 90-year-old concrete dam on the Leon River. Project included hydraulic modeling, analysis of foundation erodability, scour analysis, spillway rehabilitation, and undermining repairs. Led construction document production for dam rehabilitation bid package. Resident Engineer for construction phase.
- Lake Jim Thornton Dam Rehabilitation, City of Temple Project Manager for the rehabilitation of large high-hazard earthen embankment dam. Project included repair of upstream scour and erosion damage and stability improvements to downstream embankment slopes.
- Rehabilitation of Flood Prevention Dam 9, Upper Brushy Creek Water Control
 and Improvement District Project Engineer for modification to dam to prevent
 overtopping. Led the construction document development for bid packages to raise the
 dam. Resident Engineer for construction phase.
- Lake Brazos Dam Replacement Project, City of Waco Lead Engineer and Resident Engineer for replacement of 700-feet long gated concrete run-of-river dam with 25 cycle labyrinth spillway dam. Managed the construction document development for bid packages. Project included in-depth geotechnical exploration and testing program, river basin mapping, hydraulic and hydro-dynamic modeling, finite-element modeling of foundation and structure, and hydraulic modeling program. Project delivery systems and value engineering reduced the project budget by half of previous USACE estimates, cut over two years off the project completion schedule, and minimized environmental impacts. Coordinated permitting through USACE, project stakeholders, and resource agencies. Project involved staged construction of foundation systems and concrete structures to allow passage of river flows while maintaining reservoir at normal pool throughout construction.
- Olmos Dam Rehabilitation, Bexar County Project Engineer on the geotechnical investigation, post-tensioned anchor evaluation, and stability analysis for 80-year-old flood control dam. Served as Project Manager during construction of modernization improvements.
- Dam Safety Inspections FY 2000, 2001, 2004, 2005; Texas Commission on Environmental Quality – Lead inspections of significant and high-hazard dams as part of 100 dams per year inspected by Freese and Nichols for state dam safety office. Warren D. Samuelson, Dam Safety Program Coordinator, Texas Commission on Environmental Quality



EXPERIENCE 13 years

EDUCATION
M.S.E., Civil
Engineering /
Geotechnical
Engineering, University
of Texas
B.S.E., Civil
Engineering, University
of Texas

REGISTRATIONS Professional Engineer, Texas#93564

AFFILIATIONS American Society of Civil Engineers

STATEMENT OF QUALIFICATIONS



Williamson County Evaluation of Damage to Three Dams/Embankments

- Tom Miller Dam Modernization Project, City of Austin Project Engineer for program to modernize 105-year old hydropower dam. Project included stabilization of 500-feet long concrete overflow spillway, powerhouse stabilization, and structural strengthening of 500-feet long gated flat-slab and buttress spillway. Managed detail geotechnical investigation program, geologic mapping, destructive and non-destructive structural testing program, three-dimensional finite element analyses, modeling of crack propagation, and hydraulic model studies. Project included construction of access roads and modernization improvements within environmentally sensitive endangered species habitat. Led the construction document production for bid packages. Provided assistant resident engineering services during construction phases.
- Inks Dam Modernization Project, Lower Colorado River Authority Engineer for in-depth geotechnical investigation program, hydraulic analyses, and design for modernization of 1800-feet long concrete hydropower dam. Project involved demolition, stabilization, and replacement of concrete spillway while maintaining the pool at normal operating elevation. Project included boring outlet service line through existing dam and construction of raw water pipeline to USFWS fish hatchery.
- Wesley Seale Dam Gates and Spillway Rehabilitation, City of Corpus Christi —
 Engineer for the stabilization of the spillway structures. Led document production for
 construction of integrated dam safety instrumentation system for remotely monitoring
 spillway movement and foundation pressures.
- Mansfield Dam Comprehensive Facility Review Project Manager for comprehensive review of dam, including review of previous inspections and providing recommendations for capital improvements and operations and maintenance program.



Williamson County_Evaluation of Damage to Three Dams/Embankments

Dustin Mortensen, P.E.

DAM SAFETY INSPECTIONS AND REPAIR SOLUTIONS

Dustin Mortensen is a Water Resources Project Manager specializing in the design, rehabilitation and inspections of dams. He has been the Project Manager for six emergency action plans and assisted with 22 additional emergency action plans in the past year alone. His experience includes evaluation and improvements to numerous dams including spillway capacity improvements, embankment stabilization and scour damage repairs. Some of his relevant experience includes:

- Dam Safety Inspections, Texas Commission on Environmental Quality Assisted in conducting and preparing 220 dam safety inspections across the state.
- Upper Brushy Creek WCID Dam Modernization Program Assisting with hydrologic and hydraulic model preparation, developing plans and specifications for dam improvement projects, and assisting with general representation during construction.
- Guadalupe Valley Hydroelectric System Dam Inspections, Guadalupe-Blanco River Authority – Project Engineer for inspection of six dams on the Guadalupe River.
 Provided recommendations for capital improvements and operation and maintenance program for the dams.
- Dam Inventory Project, City of Austin Project Engineer in the evaluation of 66 high-hazard dams. Performing dam safety inspections, developing hydrologic models for the urban contributing watersheds and evaluating the structures discharge capacities. Evaluations were used to develop rehabilitation alternatives and a prioritized capital improvement program to begin final design and construction.
- Lake Brazos Dam Rehabilitation, City of Waco Project Engineer in the development of construction plans and specifications for the design of a new labyrinth weir spillway to replace the old hydraulic-gated spillway.
- Choke Canyon Dam Improvements, Three Rivers, City of Corpus Christi Project Engineer in the evaluation and design of site improvements and outlet works repairs to improve hydraulic performance for the 142-foot tall, 18,500-foot long dam. Design responsibilities included investigating cavitation damage to the service spillway conduit and erosion in spillway outlet works. Developed construction plans and specifications for a deflector to prevent recirculating pattern of flow which was damaging the conduit as well as structural repairs to the stilling basin concrete.
- Mansfield Dam Comprehensive Facility Review Conducted comprehensive review of dam, including review of previous inspections and providing recommendations for capital improvements and operations and maintenance program.
- Lake Jim Thornton Dam Rehabilitation, City of Temple Designed repairs to upstream scour damage and provided construction representation for large high-hazard earthen embankment dam.
- La Salada Dam Modeled water availability for a proposed reservoir. Performed hydrologic and hydraulic model development to determine preliminary PMF and spillway size.
- Emergency Action Plan for Jim Thornton Dam, City of Temple Project Manager and Lead Engineer for the preparation of emergency action plan.
- Emergency Action Plans for Longhorn and Decker Dam, Austin Energy Project Manager for the preparation of emergency action plans for two dams.
- Inspection and comprehensive review of Longhorn Dam, Austin Energy Project Manager and Lead Engineer for the inspection and evaluation of existing dam.



EXPERIENCE 7 years

EDUCATION M.S., Hydraulics, Utah State University B.S., Civil Engineering, Utah State University

REGISTRATIONS Professional Engineer, Texas #100000

AFFILIATIONS United States Society on Dams

STATEMENT OF QUALIFICATIONS



Williamson County_Evaluation of Damage to Three Dams/Embankments

- Emergency Action Plan for Upper and Lower George Ross Lake Dams, Circle D Civic Association – Project Manager and Lead Engineer for the preparation of emergency action plans for two dams.
- Emergency Action Plan for Shadow Dance Ranch Lake Dam Project Manager and Lead Engineer for the preparation of emergency action plan.
- Emergency Action Plan for 21 Dams, Upper Brushy Creek WCID Project Engineer for the preparation of emergency action plans for 21 dams.
- Emergency Action Plan for Voss Lake Dam Project Manager and Lead Engineer for the preparation of emergency action plan.



Williamson County_Evaluation of Damage to Three Dams/Embankments

Kimberly Patak, P.E., CFM, CPESC EMERGENCY ACTION PLANS

Ms. Patak serves as Project Manager/Engineer on a variety of water resources and municipal storm water projects. She has experience with small- and large-scale hydrologic and hydraulic analyses for open- and closed-channel systems. Her background includes dam stabilization and modernization projects, breach analyses, floodplain studies, and culvert and bridge analyses. Her computer software experience includes HEC-RAS (steady and unsteady flow regimes), HEC-HMS, ArcGIS, GEO-RAS, GEO-HMS, HEC-2, HEC-1, SITES, TR-20, HMR-52, EPA SWMM, InfoWorks, Culvert Master, StormCad, Flowmaster and AutoCad. Some of her relevant experience includes:

- Dam Modernization Program, Upper Brushy Creek Water Control Improvement District — Evaluation of 23 high-hazard and low-hazard sites within the Upper Brushy Creek watershed. Conducted hydrologic and hydraulic analyses using SITES and HEC-HMS to evaluate existing and proposed dam configurations to meet state criteria. Performing breach analyses of each structure using HEC-RAS unsteady flow for use in 21 emergency action plans.
- Brushy Creek Watershed Study, Natural Resources Conservation Service Completed hydraulic and hydrologic analyses for SCS Sites #7 and 13a using SITES. The analyses were used to prepare recommendations for upgrading the dams to meet NRCS and state dam safety criteria.
- Lake Brazos Dam Modification, City of Waco Project Engineer in the preliminary and final design analyses of the Lake Brazos Dam modifications. Developed calibrated hydraulic models upstream and downstream of the dam to evaluate the impact of the proposed dam to the floodplain.
- Pond Dam Safety Mitigation Program, City of Austin Project Engineer in the evaluation of 66 potentially high-hazard dams. Performed breach analyses of each dam using the state's simplified breach methodology.
- Great Northern Dam Modernization, City of Austin Served as Project Engineer to prepare final construction documents to meet State dam safety criteria. Served as a general representative for the modernization of the dam.
- Comburg and Tech Ridge Dam Modernizations, City of Austin Serving as the Project Manager and technical lead for the development of construction documents to modernize two dams. The modernization includes miscellaneous repairs to the dams and the placement of turf reinforcement matting to protect the dams against overtopping.
- Upper Walnut Creek Regional Erosion/Flood Control Facility, City of Austin Served as Project Engineer to prepare final design drawings of the 4,500-foot earthen embankment with a concrete spillway. Served as a general representative for the construction of the pond. Prepared LOMR for FEMA to reflect as-built conditions.
- Reilly Wet Pond Conversion, City of Austin Currently serving as Design Engineer to convert a portion of an existing off-channel detention facility into a water quality wet pond. A major component in the design is to not affect the flood storage capacity in the facility. Also serving as the technical reviewer of the hydrologic and hydraulic modeling.
- Lower Bois d'Arc Creek Reservoir Planning and Preliminary Design, North Texas
 Municipal Water District Served as Project Engineer in assisting with in-stream flow
 study and assessment of the watershed. Completed field investigations to identify
 channel stability throughout the watershed upstream of the proposed dam.



EXPERIENCE 12 years

EDUCATION B.S., Civil Engineering, University of Texas

REGISTRATIONS
Professional Engineer
Texas #97367
Certified Floodplain
Manager, Texas
#0650-04N
Certified Professional
in Erosion and
Sediment Control,
#6016

STATEMENT OF QUALIFICATIONS



Williamson County_Evaluation of Damage to Three Dams/Embankments

- Nolan Creek Site Restoration, Fort Hood Directorate of Public Works Design Engineer on the channel restoration of Nolan Creek in Fort Hood, Texas. The design included the restoration of 1,000 linear feet of creek using natural design measures and improvements to existing infrastructure tying into the creek.
- Floyd Branch Storm Water CIP, City of Richardson Served as a Project Engineer in the development of Floyd Branch Storm Water Capital Improvement Plan. Evaluated the existing hydrologic and hydraulic conditions of Floyd Branch and the existing storm sewer system of the Floyd Branch Watershed. Developed proposed design alternatives to improve the drainage facilities and creek crossings in the watershed.
- Olmos Dam Rehabilitation, Bexar County Hydraulics Technical Lead on the breach analysis of Olmos Dam in the San Antonio River watershed. Reviewed the hydrologic and hydraulic models and prepared the breach inundation maps.
- Dam Breach Analyses and EAPs for Two Dams, CPS Energy Project Engineer for developing the PMF and performing a dam breach analysis on two dams using HEC-RAS Unsteady Flow Regime. EAPs for the dams were prepared, including breach inundation mans.
- Emergency Action Plan for six Dams, Guadalupe-Blanco River Authority Project Engineer for the preparation of emergency action plans and breach analysis for six dams



Williamson County_Evaluation of Damage to Three Dams/Embankments

Luis Alday, P.E. EMERGENCY ACTION PLANS

Mr. Alday is a Senior Project Engineer specializing in water resources management and hydrology and hydraulics. Mr. Alday's experience includes project management, technical support, civil and environmental engineering design and H&H evaluations for dams and flood control structures. He also has supervised project teams with up to 30 individuals on complex public infrastructure projects. Some of his relevant experience includes:

- Dam Modernization Program, Upper Brushy Creek Water Control and Improvement
 District (WCID) Engineer for ongoing contract with the WCID. Currently performing
 H&H analyses using SITES and HEC-HMS to evaluate existing and proposed dam
 configurations to meet state dam safety criteria. Performing breach analyses of each
 structure using HEC-RAS Unsteady Flow Regime for use in emergency action plans.
 Reviewing local developments design analyses to evaluate their impact to the dams.
- Breach Modeling and Emergency Action Plans (EAP) for Three Dams, City of San Antonio – Project Engineer for developing the Probable Maximum Flood (PMF) and performing a dam breach analysis using HEC-RAS Unsteady Flow Regime.
- Dam Breach Analyses and EAPs for Two Dams, CPS Energy Project Engineer for developing the PMF and performing a dam breach analysis on two dams using HEC-RAS Unsteady Flow Regime. EAPs for the dams were prepared, including breach inundation maps.
- Emergency Action Plan for six Dams, Guadalupe-Blanco River Authority Project engineer for the preparation of emergency action plans and breach analysis for six dams.
- South Noian Creek at Stallion Drive, City of Killeen Engineer for a proposed detention facility along South Noian Creek to alleviate flooding along neighborhood streets and property. Stream stabilization along the Creek was also studied to alleviate existing erosion problems. Alternatives for the channel improvements were limited to, and within, the existing drainage easements. FNI developed two design alternatives and performed hydraulic modeling to convene the project goals of having the improvements within the existing drainage easements and reflect the City's integrated approach of implementing a linear park along the creek.
- CP-6 Detention Pond Project (Resolution Copper Mining), Superior, Arizona Performed hydrologic and hydraulic modeling and prepared construction plans. The town of Superior received severe flooding because of new developed areas at Resolution Copper Mining, resulting in property damage. A new detention basin was designed to capture and store excessive storm water runoff for a period of no more than 24 hours following a 100-year, 24-hour storm event. The constructed detention basin drastically decreases, and, in many cases, eliminates residential and business flooding. The detention basin was designed in such way that the Arizona Department of ADEQ did not consider it as a dam. The hydrologic analysis included a characterization of the present and future watershed, including watershed delineation, drainage area, hydraulic flow path, SCS soil surveys, sedimentation rate, and land use analysis. Erosion protection was designed for channels and culvert outlets. (Prior to joining FNI)



EXPERIENCE 10 years

EDUCATION
M.S., Civil
Engineering,
University of Arizona
B.S., Civil
Engineering,
Universidad Catolica
de Corddba

REGISTRATIONS Professional Engineer, Texas #104522

Meeting Date: 02/21/2012

FY'12 donation

Submitted For: Kenny Schnell Submitted By: Kenny Schnell, EMS

32.

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donation in lieu of flowers for former employee Zach Jemmison.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100000367401	EMS Donations	250.00	

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Wendy Coco 02/16/2012 10:25 AM

Form Started By: Kenny Schnell Started On: 02/16/2012 09:10 AM

Meeting Date: 02/21/2012

WCEMS FY'12 Donation

Submitted For: Kenny Schnell Submitted By: Kenny Schnell, EMS

33.

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donation in lieu of flowers for former employee Zach Jemmision.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	01000540003670	Use of Donations	250.	

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Wendy Coco 02/16/2012 10:25 AM

Form Started By: Kenny Schnell Started On: 02/16/2012 09:13 AM

Meeting Date: 02/21/2012

CATRAC Trauma System Distribution Funds 2012

Submitted For: Kenny Schnell Submitted By: Kenny Schnell, EMS

34.

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for the Williamson County EMS share of FY'11 Capital Area Trauma Regional Advisory Council (CATRAC) Trauma System Funds.

Background

CATRAC Trauma Distribution Funds for FY'11 WCEMS participation in state trauma registry.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100000333220	Payment from other entities	18952.00	

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Wendy Coco 02/16/2012 10:25 AM

Form Started By: Kenny Schnell Started On: 02/16/2012 09:21 AM

Meeting Date: 02/21/2012

CATRAC Trauma Distribution Funds for 2012

Submitted For: Kenny Schnell Submitted By: Kenny Schnell, EMS

35.

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

CATRAC Trauma Distribution Funds for FY'11 WCEMS participation in state trauma registry.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	01000540003001	Small Equip & Tools < \$5000	1095.70	
	01000540004232	Training, Conf., Seminars	\$4500	
	01000540004850	RCS Radio Fees	494.87	
	01000540003010	Computer Equipment < \$5000	12861.43	

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Wendy Coco 02/16/2012 10:25 AM

Form Started By: Kenny Schnell Started On: 02/16/2012 09:36 AM

Meeting Date: 02/21/2012

Executive Session

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

36.

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

- 1. Proposed or potential purchase or lease of property by the County:
- a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
- b) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
- c) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 projects.
- d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
- e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
- f) Discuss proposed acquisition of property for proposed SH 29 project.
- g) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- h) Discuss proposed acquisition of property for right-of-way along CR 170.
- i) Discuss proposed acquisition and/or sale of property for Arterial H.
- j) Discuss proposed acquisition of property for proposed CR 138 project.

Background

Form Review

InboxReviewed ByDateCounty Judge Exec Asst.Wendy Coco02/16/2012 10:25 AMForm Started By: Charlie CrossfieldStarted On: 02/16/2012 09:22 AM