

AGENDA ITEM 6Consider approving a line item transfer for 911 Communications:

from: 0100-0581-005000	Capital Outlay	1,000.00
to: 0100-0503-005740	Computer Equip	1,000.00

Moved: **Commissioner Heiligenstein**Seconded: **Commissioner Boatright**

Motion: To approve a line item transfer for 911 Communications:

from: 0100-0581-005000	Capital Outlay	1,000.00
to: 0100-0503-005740	Computer Equip	1,000.00

Vote: 5 - 0

< Attachment >

ORDER APPROVING A LINE ITEM TRANSFER FOR

<u>581</u>	<u>911 Communications</u>	<u>Lerina Simpson</u>
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 7th day of August, 2001, a motion made by Commissioner Heiligenstein and duly seconded by Commissioner Boatright the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 2001 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
<u>0581-005000</u>	<u>Capital Outlay</u>	<u>\$1,000</u>

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
<u>0581-003010</u>	<u>Computer Equipment</u>	<u>\$1,000</u>

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

John C. Doerfler 8-1-01
John C. Doerfler, County Judge

ATTEST: Nancy E. Rister
Nancy Rister, County Clerk

AGENDA ITEM 7**Consider approving a line item transfer for Constable, Precinct #2:**

from: 0100-0552-003008	Law Enforcement Equip	480.00
to: 0100-0551-003311	Uniforms	480.00

Moved: Commissioner Heiligenstein**Seconded: Commissioner Boatright****Motion: To approve a line item transfer for Constable, Precinct #2:**

from: 0100-0552-003008	Law Enforcement Equip	480.00
to: 0100-0551-003311	Uniforms	480.00

Vote: 5 - 0

< Attachment >

ORDER APPROVING A LINE ITEM TRANSFER FOR

<u>552</u>	<u>CONSTABLE PCT 2</u>	<u></u>
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 7th day of August, 2001, a motion made by Commissioner Heiligenstein and duly seconded by Commissioner Boatright the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 2001 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

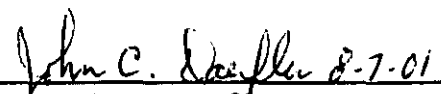
FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
<u>0100 0552 003008</u>	<u>LAW ENFORCEMENT EQUIP</u>	<u>480.00</u>

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
<u>0100 0551 003311</u>	<u>UNIFORMS</u>	<u>480.00</u>

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.


John C. Doerfler, County Judge

ATTEST: 
Nancy Rister, County Clerk

AGENDA ITEM 8**Consider approving a line item transfer for Commissioner, Pct #1:**

from: 0200-0211-004999	Miscellaneous	50.00
to: 0200-0211-003901	Publications	50.00

Moved: **Commissioner Heiligenstein**Seconded: **Commissioner Boatright**

Motion: To approve a line item transfer for Commissioner, Pct #1:

from: 0200-0211-004999	Miscellaneous	50.00
to: 0200-0211-003901	Publications	50.00

Vote: 5 - 0

< Attachment >

MIKE HEILIGENSTEINWilliamson County Commissioner
Precinct One400 West Main St., Suite 218
Round Rock, Texas 78664
(512) 248-3238
FAX (512) 248-3243**ORDER APPROVING A LINE ITEM TRANSFER FOR**

0200	0211	<i>Mary Clark</i>
Fund	Department	Signature

WHEREAS, the Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, the Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, on the 7th day of August, 2001, a motion made by Commissioner Heiligenstein and duly seconded by Commissioner Boatright, the motion carried by a vote of 5 votes for, and 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 2000-2001 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEM:

Line Item #	Description	Amount
0200.0211.004999	Misc.	\$50.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEM:

Line Item #	Description	Amount
0200.0211.3901	Publications	\$50.00

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget and to forward a copy of this order to the County Auditor.

ATTEST:

Nancy E. Rister
Nancy E. Rister, County Clerk*John C. Doerflinger 8-7-01*
John C. Doerflinger, County Judge

AGENDA ITEM 9**Consider approving a line item transfer for Commissioner, Pct #2:**

from: 0200-0212-004100	Professional Services	3,000.00
to: 0200-0212-004232	Training, Conferences	3,000.00

Moved: **Commissioner Heiligenstein**Seconded: **Commissioner Boatright**

Motion: To approve a line item transfer for Commissioner, Pct #2:

from: 0200-0212-004100	Professional Services	3,000.00
to: 0200-0212-004232	Training, Conferences	3,000.00

Vote: 5 - 0

< Attachment >

ORDER APPROVING A LINE ITEM TRANSFER FOR

0212	R&B #2	<i>Nickey Lawrence</i>
Fund	Department	Signature

WHEREAS, the Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, the Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, on the 7th day of August, 2001, a motion made by ~~Commissioner Heiligenstein~~ and duly seconded by ~~Commissioner Boatright~~, the motion carried by a vote of 5 votes for, and 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 2000-2001 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEM:

Line Item #	Description	Amount
0200-0212-004100	Professional Services	\$3,000.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEM:

Line Item #	Description	Amount
0200-0212-0042322	Training, Conf., Seminars	\$3,000.00

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget and to forward a copy of this order to the County Auditor.

John C. Doerfler 8-7-01
 John C. Doerfler, County Judge

ATTEST:

Nancy E. Rister
 Nancy E. Rister, County Clerk

AGENDA ITEM 10

Consider approving a line item transfer for Bartlett State Jail:

from: 0500-0500-003006	Office Equipment	750.00
to: 0500-0500-005740	Computer Equipment	750.00

Moved: Commissioner Heiligenstein

Seconded: Commissioner Boatright


Motion: To approve a line item transfer for Bartlett State Jail:

from: 0500-0500-003006	Office Equipment	750.00
to: 0500-0500-005740	Computer Equipment	750.00

Vote: 5 - 0

< Attachment >

ORDER APPROVING A LINE ITEM TRANSFER FOR

Bartlett state jail Bartlett state jail 

FUND	DEPARTMENT	SIGNATURE
------	------------	-----------

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 7th day of August, 2001, a motion made by Commissioner Heiligenstein and duly seconded by Commissioner Boatright the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1999 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
-------------	-------------	--------

01. 0500-0500-003006		\$ 750.00
----------------------	--	-----------

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
-------------	-------------	--------

01. 0500-0500-005740		\$ 750.00
----------------------	--	-----------

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

John C. Doerfler 8-7-01
John C. Doerfler, County Judge

ATTEST: Nancy E. Rister
Nancy Rister, County Clerk

AGENDA ITEM 11**Consider approving a line item transfer for Juvenile Services:**

from:	0100-0576-003005	Office Furniture	2,400.00
	0100-0576-003305	Clothing	2,100.00
	0100-0576-003318	Janitorial Supplies	1,500.00
	0100-0576-004350	Printed Materials	1,000.00
to:	0100-0576-003307	Pharmaceuticals	1,000.00
	0100-0576-004100	Professional Services	4,500.00
	0100-0576-004430	Utilities	500.00
	0100-0576-004621	Copier Lease	1,000.00

Moved: Commissioner Heiligenstein**Seconded: Commissioner Boatright****Motion: To approve a line item transfer for Juvenile Services:**

from:	0100-0576-003005	Office Furniture	2,400.00
	0100-0576-003305	Clothing	2,100.00
	0100-0576-003318	Janitorial Supplies	1,500.00
	0100-0576-004350	Printed Materials	1,000.00
to:	0100-0576-003307	Pharmaceuticals	1,000.00
	0100-0576-004100	Professional Services	4,500.00
	0100-0576-004430	Utilities	500.00
	0100-0576-004621	Copier Lease	1,000.00

Vote: 5 - 0

< Attachment >

ORDER APPROVING A LINE ITEM TRANSFER FOR

576

JUVENILE SERVICES DEPARTMENT

FUND

DEPARTMENT

SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 7th day of AUGUST, 2001, a motion made by Commissioner Heiligenstein and duly seconded by Commissioner Boatright the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 2000 - 2001 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
01.0100.0576.003005	OFFICE FURNITURE	2,400.00
01.0100.0576.003305	CLOTHING	2,100.00
01.0100.0576.003318	JANITORIAL SUPPLIES	1,500.00
01.0100.0576.004350	PRINTED MATERIALS	1,000.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
01.0100.0576.003307	PHARMACEUTICALS	1,000.00
01.0100.0576.004100	PROFESSIONAL SERVICES	4,500.00
01.0100.0576.004430	UTILITIES	500.00
01.0100.0576.004621	COPIER LEASE	1,000.00

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

John C. Doerfler 8-7-01
John C. Doerfler, County Judge

ATTEST:

Nancy E. Rister
Nancy Rister, County Clerk

AGENDA ITEM 12**Consider approving a line item transfer for Information Systems:**

from: 0100-0503-004100	Professional Services	71,000.00
0100-0503-003011	Computer Software<500	24,000.00
0100-0503-005740	Computer Equipment	25,000.00
0100-0503-005700	Vehicles	22,000.00

Moved: **Commissioner Heiligenstein**Seconded: **Commissioner Boatright**

Motion: To approve a line item transfer for Information Systems:

from: 0100-0503-004100	Professional Services	71,000.00
0100-0503-003011	Computer Software<500	24,000.00
0100-0503-005740	Computer Equipment	25,000.00
0100-0503-005700	Vehicles	22,000.00

Vote: 5 - 0

< Attachment >


ORDER APPROVING A LINE ITEM TRANSFER FOR

0100-0503

Fund

ITS

Department



Signature

WHEREAS, the Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, the Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, on the 7th day of AUGUST, 2001, a motion made by Commissioner Heiligenstein and duly seconded by Commissioner Boatright, the motion carried by a vote of 5 votes for, and 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 2000-2001 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

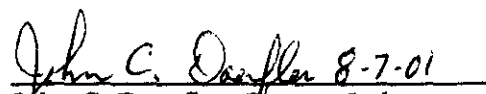
FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEM:

Line Item #	Description	Amount
01-0100-0503-004100	Professional Services	\$ 71,000

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEM:

Line Item #	Description	Amount
01-0100-0503-003011	Computer Software < 500	24,000
01-0100-0503-005700	Vehicles	22,000
01-0100-0503-005740	Computer Equipment	25,000

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget and to forward a copy of this order to the County Auditor.


John C. Doerfler, County Judge

ATTEST:


Nancy E. Rister, County Clerk

AGENDA ITEM 13

Consider approving a line item transfer for County Attorney:

from: 0100-0475-004999	Miscellaneous	561.86
to: 0100-0475-003005	Office Furniture>500	561.86

Moved: Commissioner Heiligenstein

Seconded: Commissioner Boatright

Motion: To approve a line item transfer for County Attorney:

from: 0100-0475-004999	Miscellaneous	561.86
to: 0100-0475-003005	Office Furniture>500	561.86

Vote: 5 - 0

< Attachment >

ORDER APPROVING A LINE ITEM TRANSFER FOR

475	County Attorney	
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 7th day of AUGUST, 2001, a motion made by Commissioner Heiligenstein and duly seconded by Commissioner Boatright the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1998 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
475-4999	Misc.	561.86

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
475-3005	Office Furniture under 500.00 xx	561.86

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

John C. Doerfler 8-7-01
John C. Doerfler, County Judge

ATTEST: Nancy E. Rister
Nancy Rister, County Clerk

AGENDA ITEM 14

Consider noting in minutes receipt of over weight/over axle permit report from TxDOT.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To note in minutes receipt of over weight/over axle permit report from TxDOT.

Vote: 5 - 0

< Attachment >



DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

July 20, 2001


Attn: County Clerks,

In accordance with Texas Transportation Code, Chapter 623.013, enclosed is the notification to counties concerning the issuance of Over Axle/Over Gross Weight Tolerance Permits. The statute directs the Texas Department of Transportation to notify each county listed in the permit application for a permit issued under authority of the Texas Transportation Code, Chapter 623, Subchapter B.

If this report is going to the incorrect address please notify the Motor Carrier Division of any mailing address changes.

If you have any questions concerning this information, please contact me at 512-465-3500 or 512-465-3590.

Sincerely,

for: 
Lawrance R. Smith, Director
Motor Carrier Division

Enclosure

*noted 8-7-01
John C. Laifler*

Over Axle Weight Tolerance Permit Report
for
WILLIAMSON County
June 16 - June 29
2001

A.T.L. TRANSPORTATION	P O BOX 343		HUTTO	TX	78634
01062753029T	1FUPFSZB5XLA15482	2CZ470	TX		
01062753030T	1FUY3WEBXXPB10090	2CZ472	TX		
01062753032T	1FUY3WEB3XPB10092	2CZ474	TX		
01062753033T	1FUY3WEB5XPB10093	2CZ475	TX		
01062753034T	1FUPFSZB3XPA23654	2CZ464	TX		
01062753035T	1XKDDU9X2XR798394	2CZ465	TX		
01062753036T	1FUPFSZB6XPA23647	2CZ462	TX		
01062753037T	1FUYDSYB6RH728423	2CR725	TX		
01062753038T	1FUYDZYBXPSP537236	2DK119	TX		
01062753039T	1FUYDPYB4TP754951	2DJ565	TX		
AGGREGATE HAULERS ,INC	3901 NORWOOD LN		DEL VALLE	TX	78617
01062153017T	135844P	2CZ739	TX		
01062153018T	1FUPYSYB6HH294700	2CZ857	TX		
01062153019T	1FUPYSYB8EH232131	2CZ716	TX		
01062153020T	1FUPFDYB3WL891749	2DJ644	TX		
01062153021T	1FUYDSEB7NPA481501	2CZ858	TX		
01062153022T	1XP5DB9X3NN322811	2CZ859	TX		
01062153023T	1HSRKGUR7LH209624	2CZ638	TX		
01062153024T	1FUEYCYB4FH247479	2DK138	TX		
ALVIN SCHAW	8605 COLES RD		BRENHAM	TX	77833
01062753100T	2HSFBAER6TC056773	RA9382	TX		
BIG BOY TRUCKING	P O BOX 1721		MARBLE FALLS	TX	78654
01062953091T	4VGWDEGH2VN739153	2DM655	TX		
01062953092T	2FUPDXYB7VA788832	2DM654	TX		
BIG CREEK CONSTRUCTION	5198 SOUTH LOOP 340		WACO	TX	76706
01061853062T	1M2AA18Y6WW087096	R2RG84	TX		
BRAZOS MOTOR TRANSPORT INC	PO DRAWER 1800		WACO	TX	76703
01062153141T	1M2N277YXJW005656	2CE826	TX		
BROWN FEED STORE	P O BOX 925		LAMPASAS	TX	76550
01061853083T	1FUYCYB6HP295183	2CB034	TX		
CHARLEY'S CONCRETE CO INC	P O BOX 1106		KELLER	TX	76244
01062953109T	1M2AA18Y5XW113270	2AW682	TX		
CIRCLE J TRUCKING	P O BOX 144		DEANVILLE	TX	77852
01062753088T	2XKWD29X1HM345342	2AK250	TX		
01062753089T	1XP5DB9X2ND316827	2AK325	TX		
CTS, L.P.	14411 HWY 290 E MANOR		MANOR	TX	78653
01061853034T	1XP5DB8X8SD377192	2DK161	TX		
CX TRANSPORTATION	4645 N. CENTRAL EXP		DALLAS	TX	75205
01062253002T	1JUDAF185P1000127	R2DT15	TX		
CX TRANSPORTATION TIC UNITED	4645 N CENTRAL EXP		DALLAS	TX	75205
01062153030T	1JUCEG189T1000177	R2DT66	TX		
01062153044T	1XPFD9X3PD322944	R2LL13	TX		
D & F AGRICULTURAL SVC.INC	P O BOX 273		MARLIN	TX	76661
01062153131T	1FUYDSEB8SH688467	2CF152	TX		
01062153132T	1FUYDZYB2NH574067	2BB318	TX		

Over Axle Weight Tolerance Permit Report
for
WILLIAMSON County
June 16 - June 29
2001

D & F AGRICULTURAL SVC.INC	P O BOX 273		MARLIN	TX	76661
01062153133T	1FUPYSYB3EP226341	28B319	TX		
01062153134T	1FUJDZYB4PH466472	28B320	TX		
01062153135T	1XP5DB9X3JD254591	28B321	TX		
01062153136T	1XP9DB9XXFD182331	28B322	TX		
DAVIS TRUCKING	RT 4 BOX 1660		NAVASOTA	TX	77868
01061953126T	2HSFBX6RHCP01653	2CT095	TX		
EVANS RANCH INC	P O BOX 458		LITTLE RIVER	TX	76554
01062953081T	1XP9D29X7GD201239	T91769	TX		
01062953082T	112894N	T91763	TX		
01062953083T	1XP9D29XXDP157473	T91751	TX		
FORREST YANCY TRUCKING	P O BOX 2824		CONROE	TX	77305
01062153106T	1XP5DB9X0YD508199	1TL505	OK		
G P TRANSPORT, INC	PO DRAWER A		GREGORY	TX	78359
01062753007T	1XKDD99X2XR794200	2CR406	TX		
01062753008T	1XKDD99X3XR816186	2CR407	TX		
01062753009T	1XKDD99X5XR816190	2CR408	TX		
01062753010T	1XKDD99X8XR816197	2CR410	TX		
01062753011T	1XKDD99X6XR816201	2CR409	TX		
01062753012T	1XKDD99XXXR816203	2CR413	TX		
01062753013T	1XKDD99X7XR816207	2CR414	TX		
01062753014T	1XKDD99X7XR816210	2CR404	TX		
01062753015T	1XKDD99X9XR816211	2CR405	TX		
01062753016T	1XKDD99X2XR816213	2CR412	TX		
01062753017T	1XKDD99X4XR816214	2CR415	TX		
01062753018T	1XKDD99X6XR816215	2CR411	TX		
GEORGETOWN TRANSPORTATION, INC	PO BOX 1106		GEORGETOWN	TX	78627
01061853068T	1XKWD29X2FS322148	2AM801	TX		
01061853069T	1FUJDZYB9TL598733	2VE841	TX		
01061853070T	1FUJDZYB1SH825270	2CZ791	TX		
01061853071T	1FUJDZYB9TL598733	2CE841	TX		
J AND Z ENTERPRISES	P O BOX 538		NOLANVILLE	TX	76559
01061953132T	1XP9DB9X1EP161414	2A8967	TX		
JOE FAIRFIELD DBA KE&E TRUCKIN	7423 FM 1462 WEST		ROSHARON	TX	77583
01062953118T	1XP5DB9X7TD381329	A2J102	TX		
L H CHANEY MATERIALS INC	PO BOX 1665		ROANOKE	TX	76262
01062253025T	1XP5D49X51D537389	R1TR42	TX		
01062253026T	1XP5D49X9YD537390	R1TR43	TX		
01062253027T	1XP5D49X5YD537385	R1TP35	TX		
01062253028T	1XP5D49X7YD537386	R1TP36	TX		
01062253029T	1XP5D49X9YD537387	R1TP37	TX		
01062253030T	1XP5D49X0YD537388	R1TP38	TX		
01062253031T	1XP5DB9XX2N571652	R2MR23	TX		
01062253032T	1XP5DB9X12N571653	R2MR24	TX		
01062253033T	1XP5DB9XX2N571649	R2MP67	TX		
01062253034T	1XP5DB9X62N571650	R2MP68	TX		
01062253035T	1XP5DB9X82N571651	R2MP69	TX		
01062253036T	1XP5DB9X32N571654	R2MP70	TX		
01062253037T	1XP5DB9X52N571655	R2MP71	TX		
01062253038T	1XP5DB9X72N571656	R2MP72	TX		
01062253039T	1XP5DB9X92N571657	R2MP73	TX		

Over Axle Weight Tolerance Permit Report
for
WILLIAMSON County
June 16 - June 29
2001

WVT OF TEXAS INC	1042 SOUTH 4TH ST	CROCKETT	TX	75835
01062953116T	1FUYNWEB3YLF21334 135082	IN		

Over Axle Weight Tolerance Permit Report
for
WILLIAMSON County
June 30 - July 13
2001

BRAZOS MOTOR TRANSPORT INC	PO BOX DRAWER 1800	WACO	TX	76703
01070953023T	1M1AA13Y4TWD62947 2AE394	TX		
01070953024T	1M1AA13Y2TW062977 2AE397	TX		
01070953025T	1M1AA13Y0TW062976 2AE393	TX		
01070953026T	1M1AA13Y2TW054278 2AE395	TX		
C T TRANSPORT	PO BOX 100	COMANCHE	TX	76442
01070953083T	1FUPFSYB7TP829618 2DN829	TX		
CARPENTER MILK SERVICE	341 CR 474	STEPHENVILLE	TX	76401
01070353022T	1XPCDB9X1S0381459 2BB176	TX		
01070353023T	1FUYDSEB7TP669061 2BB177	TX		
01070353024T	1FUYDSEBXVP887281 2BB180	TX		
01070353025T	1FUPDSEB8XPA13472 2BB170	TX		
01070353026T	1FUYDSZB1XPA15689 2BB169	TX		
01070353027T	1FUYDSEB2XPA15688 2BB183	TX		
01070353028T	1FUYDSEB5YPB95637 2BB172	TX		
01070353029T	1FUYDSEB3YPB95636 2BB174	TX		
01070353030T	1FUYDSEB7YPB95638 2BB173	TX		
01070353031T	1FUYDSEB9YPB95642 2BB171	TX		
01070353032T	1FUJA6CG42LK02816 2BR522	TX		
01070353033T	1FUJA6CG22LK02815 2BR521	TX		
01070353034T	1FUYDXYB1WL892961 2CG526	TX		
01070353035T	1FUPDDYB2WL890033 2CG527	TX		
COLLIER MATERIALS	P O BOX 86	MARBLE FALLS	TX	78654
01070953037T	1FUYDXYB0TP784867 2DM715	TX		
01070953038T	1XKDD29X1TR730778 2DK062	TX		
01070953039T	1FUYDCYB2SH624295 2DM728	TX		
CRENWELGE OIL CO.	P O BOX 452	FREDRICKSBURGTX		78624
01070953094T	2HSFBA6RXNC056583 2BD352	TX		
CURTIS KENNARD	1402 W MARTIN LUTHERKING	BRYAN	TX	77803
01070553191T	1FUYDSYB4SP767426 2AJ743	TX		
CX TRANSPORTATION	4645 N. CENTRAL EXP	DALLAS	TX	75205
01070553113T	2HSFMAMR3WC056889 R69030	TX		
01070553114T	1FUYDSYB8LH378557 2CZ718	TX		
01071353041T	1FUYDCYB4KP349700 2CZ921	TX		
CX TRANSPORTATION TIC UNITED	4645 N CENTRAL EXP	DALLAS	TX	75205
01070553120T	1HTGCN6R2NH432318 3NRL05	TX		
01070553121T	1HTGCN6R6PH516080 4BPW44	TX		
01070553122T	2HSFMATR7RC093255 R2DT25	TX		
01070553123T	1HTGCAAR3RH617225 3MXC20	TX		
01070553124T	1HTGCN6R0RH532410 4BPW45	TX		
01070553125T	2HSFMAMR0WC056882 R2LN92	TX		
01070953089T	2HSFMAHR4SC069297 R2TD12	TX		
01071353042T	1M1AA13Y3YW119551 R1BM90	TX		
ELLINGTON TRUCKING	204 N 2ND	THORNDALE	TX	76577
01070553199T	DZ68661GL R10731	TX		
EWALD I SCHEIDER	1135 L C R 610	OTTO	TX	76675
01070553068T	1FUYDDYB3NP522455 2CC244	TX		
01070553069T	1FUYDCYB5LH359163 2CC271	TX		

Over Axle Weight Tolerance Permit Report
for
WILLIAMSON County
June 30 - July 13
2001

GARY STEVENS 01070553085T	4573 KNIGHT LANE 1M2P267Y5XM041844 2DW195	KRUM TX	TX	76249
GASWINT TRUCKING 01071353053T	P O BOX 884 1FUEYDYB5BP196841 2DK042	GRANGER TX	TX	76530
GEORGETOWN TRANSPORTATION INC 01070953095T	PO BOX 1106 2HSFHCAR4MC051637 2AM959	GEORGETOWN TX	TX	78627
GLENN E WILLIS 01071353083T	706 STEVEN DR 2HSFBADR0KC026426 2AC201	TROY TX	TX	76579
GUESS CONSTRUCITON CO 01070253030T 01070253031T 01070253032T 01070253033T	19028 GOOSENECK UNIT 200 1FUYDRYB1KP356185 2EG879 2HSFHCAR7MC052863 2AB964 1JUCEF189M1000045 2DJ275 1FUYDSYB9PP485189 2DJ276	SALADO TX TX TX TX	TX	76571
HARTWICK TRUCKING 01070553053T	P O BOX 1071 2HSFHMZR2NC060851 2AB290	SEALY TX	TX	77474
HERZOG SERVICES 01071353104T	2101 SOUTH MARKET 1XP5DB9X0SD379517 2DE450	BRENHAM TX	TX	77833
JACK MARSHALL 01071153080T 01071153061T 01071153062T	6050 HONEA -EGYPT RD 1XPCD29X3LD295023 R2CN13 1XP5DB8X5VD430337 R2CN14 1M2AA14YXPW028334 2CJ491	MONTGOMERY TX TX TX	TX	77316
JANES SAND AND GRAVEL 01071153130T	301 ASH 2HSFHLSR0PC073122 2BZ401	KEENE TX	TX	76059
JOAQUIN G ZUBIETA 01070553187T 01070553188T 01070553189T	2207 TANGLEVINE DR 1FUY8PYB1RL489248 2AL645 1FUYDDYB0TH694188 2DZ161 1FUYDDYB9TH694190 2DZ162	AUSTIN TX TX TX	TX	78748
JOE ZIZZO TRUCKING 01071153293T 01071153297T	RT 4 BOX 4425 1XP5DB9X4LD299529 2AC029 1XP5DB9X4KN272318 2EG870	BELTON TX TX	TX	76513
JOHN WILLIAMS 01071153004T	465 GOLIAD CIRCLE 1FTYY96D1VVA37062 2EJ008	PALMER TX	TX	75152
JOSE LUIS ELIZONDO 01071353001T	P O BOX 317 4V1WDBDF4NN648946 2AV085	GARCIASVILLE TX	TX	78547
LENDIG CONSTRUCTION & TRUCKING 01071153299T	P O BOX 318 1XP5DU9X2XN495766 NEED TAG	JOHNSON CITY TX	TX	78636
LONGHORN PROPANE 01070553163T	PO BOX 2020 1XPCDR8X7TD376634 2AF297	NEW BRAUNFELSTX TX		78130
MCRYAN HAULING INC 01071153037T 01071153038T 01071153039T	P O BOX 1669 1XP5DB9X42D571667 R2MS57 1XP5DB9X62D571668 R2MS58 1XP5DB9X82D571669 R2MS59	ROANOKE TX TX TX	TX	76262

Over Axle Weight Tolerance Permit Report
for
WILLIAMSON County
June 30 - July 13
2001

MCRYAN HAULING INC	P O BOX 1669		ROANOKE	TX	76262
01071153040T	1XP5DB9X42D571670	R2MS60	TX		
01071153041T	1XP5DB9X62D571671	R2MS61	TX		
01071153042T	1XP5DB9X82D571672	R2MS62	TX		
01071153043T	1XP5DB9X02D571673	R2MS63	TX		
01071153044T	1XP5DB9X12D571674	R2MS64	TX		
01071153045T	1XP5DB9X32D571675	R2MS65	TX		
01071153046T	1XP5DB9X52D571676	R2MS66	TX		
01071153047T	1XP5DB9X72D571677	R2MS67	TX		
01071153048T	1XP5DB9X92D571678	R2MS68	TX		
01071153049T	1XP5DB9X02D571679	R2MS69	TX		
01071153050T	1XP5DB9X72D571680	R2MS70	TX		
01071153051T	1XP5DB9X92D571681	R2MS71	TX		
01071153052T	1XP5DB9X02D571682	R2MS72	TX		
01071153053T	1XP5DB9X22D571683	R2MS73	TX		
01071153054T	1XP5DB9X42D571684	R2MS74	TX		
01071153055T	1XP5D69X3XD491257	R92328	TX		
01071153056T	1XP5D69X5XD491258	R92329	TX		
01071153057T	1XP5D69X7XD491259	R92330	TX		
01071153058T	1XP5D69X3XD491260	R92331	TX		
01071153059T	1XP5D69X5XD491261	R92332	TX		
 MIKE ARNOLD TRUCKING & MATERIA	 PO BOX 430		 COLUMBUS	 TX	 78934
01070953027T	1FUYYDYB3NH535203	2BP778	TX		
01070953028T	1FUYYDYB1TH869418	2AM952	TX		
01070953029T	1XKAD99X6RS635436	R52336	TX		
01070953030T	1XKWD29X0GS332355	2AN048	TX		
01070953031T	1XKAD69X6SR629664	2AM984	TX		
 MISSION PETROLEUM CARRIERS, IN	 P O BOX 87788		 HOUSTON	 TX	 77287
01071353025T	2HSFMAHR0VC024068	2AF834	TX		
01071353026T	2HSFMAHR9TC046373	2AF835	TX		
01071353027T	2HSFMAHR2TC069106	2AF833	TX		
01071353028T	4V1VLBME0PN659869	2CC360	TX		
01071353029T	1XP8A59X6PD333890	2BK732	TX		
01071353030T	1XPCD99X1SD377436	2CC372	TX		
01071353031T	1XP8D99X1SD396208	2AE658	TX		
01071353032T	1XP8D99X3SD396209	2AE659	TX		
01071353033T	1FUYYCYB3NH535209	2CC355	TX		
01071353034T	1XPCD99X0TD402392	2BK746	TX		
01071353035T	1XPCD99X2TD402393	2BK747	TX		
01071353036T	1XPCD99X4TD402394	2BK748	TX		
01071353037T	1XPCD99X6TD402400	2BK754	TX		
01071353038T	1XPCDE9X0PD325019	2AE667	TX		
01071353039T	1XPCDE9X7PD325096	2AE679	TX		
 MUTSCHER INCORPORATED	 PO BOX 506		 GIDDINGS	 TX	 78942
01070353066T	1XPBGD99X4WD45217	2CB437	TX		
 ODEEN HIBBS TRUCKING CO	 P O BOX 14332		 AUSTIN	 TX	 78761
01070953088T	42411162XXP001996	2ZZ198	TX		
 ODEEN HIBBS TRUCKING COMPANY	 PO BOX 14332		 AUSTIN	 TX	 78761
01071153162T	1FUJALCG91LH22784	2CE845	TX		
01071153163T	1FUJALCG61LH22774	2CE844	TX		
01071153164T	1FUJALCG21LH22786	2CE855	TX		
 QUALITY SERVICE TANK LINES INC	 13550 TOEPPERWEIN ROAD		 SAN ANTONIO	 TX	 78233
01070553204T	1FUJ3MDB7WP902294	01727HY	TN		

Over Axle Weight Tolerance Permit Report
for
WILLIAMSON County
June 30 - July 13
2001

RALPH GONZALES TRUCKING, INC 01071353076T	PO BOX 1121 1NKWLB9X0SS872434 2DH411	EL CAMPO TX	TX	77437
RAM CONSTRUCTION CO, LTD 01070953035T	PO BOX 3959 1FUYDCXBXP433662 2BM664	TEMPLE TX	TX	76505
RODNEY SCHMALRIEDE 01070553198T	1775 PLAINVIEW RD 1XP5DB9X8JN254936 2CF220	MC GREGOR TX	TX	76657
SHALLOW FORD CONSTRUCTION CO I 01070553140T 01070553141T 01070553142T 01070553143T 01070553144T 01070553145T 01070553146T 01070553147T 01070553148T 01070553149T 01070553150T 01070553151T 01070553152T 01070553153T 01070553154T 01070553155T 01070553156T 01070553157T 01070553158T 01070553159T 01070553160T 01070553161T	700 N GENERAL BRUCE DR S506425GL 2AC178 182608S 2AC179 1XKWD29X1ES314430 2AC181 1XKWD29X7ES314433 2AC182 184183S 2AC183 1FUYAZYB2LH355485 2AC184 1FUYAZYB4LH355486 2AC185 1FUYDZYB1PH444607 2AC186 1FUYDZYB0NH516281 2AC187 1FUYDZYB9NH516280 2AC188 1XKYDB9X2FS328421 2AC198 1FUPDZYB9NH574417 2AC189 1FUYDZYB3PH444964 2AC190 1FUYDZYB2PH466471 2AC191 1FUYDZYB3PH444589 2AC192 1FUYDZYB0PH444985 2AC193 1FUYDZYB3PH444608 2AC194 1FUYDZYB6RH457582 2AC195 2XKDD29X0LM542244 2AC174 1M1N187Y0KW029107 2AC167 1M1N187Y1KW029102 2AC196 1M2P267Y8VM030950 2AC172	TEMPLE TX	TX	76505
SHALLOW FORD CONSTRUCTION CO. 01070953034T	700 N GENERAL BRUCE 1M2P267Y8VM030396 VJ4583	TEMPLE TX	TX	76505
SMITH TRUCKING & EQUIPMENT INC 01071353075T	PO BOX 236 4V1WDBCH7SN693474 2CB049	COPPERAS COVETX TX		76522
TEXAS TRUCKING COMPANY INC 01071153147T 01071153148T	P O BOX 1038 2HSFMAMRXVC079360 2AW880 1FUYTWEB4XHB02187 2DJ745	LEANDER TX TX	TX	78646
TXI TRANSPORTATION CO. 01070553165T	245 WARD RD. 2WKPDJH6YK963284 R2PC61	MIDLOTHIAN TX	TX	76065
YOUNG MATERIALS CORP 01070953021T 01070953022T	P O BOX 1800 1M2AA14Y4TW062473 2CE875 1M1AA13Y4SW052661 2CE876	WACO TX TX	TX	76703

AGENDA ITEM 15

Discuss and consider approving final plat of Hillview Park.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To approve final plat of Hillview Park.

Vote: **5 - 0**

REGULAR AGENDA

AGENDA ITEM 16

Hear update on 03 Flex Plan from Wade Thomason of the Clean Air Force.

This item was postponed until the August 21, 2001 meeting.

AGENDA ITEM 17

Consider approving variance request from 50' building setback line for Greenridge, Phase 1.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To approve variance request from 50' building setback line for Greenridge, Phase 1.

Vote: **5 - 0**

AGENDA ITEM 18

Discuss and consider approving preliminary plat for Greenridge, Phase 1.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To approve preliminary plat for Greenridge, Phase 1.

Vote: **5 - 0**

< Attachment >

**Murfee Engineering Company**

July 25, 2001

Honorable John C. Doerfler
Commissioners Court
Williamson County
710 Main Street
Georgetown, TX 78626

Re: Variance request to 50 feet building setback
Greenridge Phase 1 Final Plat

Dear Commissioners:

As representatives for the owner of the proposed Greenridge Ph 1 subdivision, we request a variance to the 50 feet setback requirement from the edge of the right-of-way of a major highway. The subdivision proposes to dedicate 15 feet additional right-of-way on Gattis School Road. Lot 22 is a 19 feet wide landscape easement. No buildings will be constructed on this lot. Also the area on this plat within Williamson County is 0.0665 acres including the proposed right-of-way. Upon dedication of the right-of-way this area is reduced further.

Thank you for your consideration of our request.

Sincerely,

A handwritten signature in black ink that reads 'Ronée S. Gilbert'.

Ronee S. Gilbert
Project Manager

approved 8-7-01
A handwritten signature in black ink that reads 'John C. Doerfler'.

Cc: George Murfee, Murfee Engineering
John Lloyd, Parmer Ridge LTD
Tricia Altamirano, TACE
File 99008.20

AGENDA ITEM 19

Discuss and consider approving preliminary plat for Daum Estates.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To approve preliminary plat for Daum Estates.

Vote: **5 - 0**

AGENDA ITEM 20

Discuss and consider approving preliminary plat for Rivers Crossing Subdivision, Phase 3.

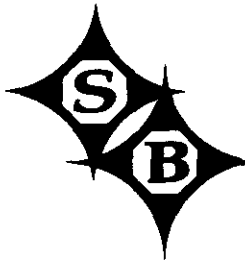
Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve preliminary plat for Rivers Crossing Subdivision, Phase 3, **subject to the reflection of an additional 20 feet of road widening easement along the east side of FM 1660 on the final plat.**

Vote: **5 - 0**

< Attachment >



Steger & Bizzell Engineering, Inc.
Consulting Engineers Surveyors

1978 South Austin Avenue
Georgetown, Texas 78626

Telephone: (512) 930-9412
Facsimile: (512) 930-9416
email: stegerbizzell@thegateway.net

August 7, 2001

Honorable John Doerfler
County Judge and Commissioners Court
2nd Floor, Williamson County Courthouse
Georgetown, TX 78626

Re: Preliminary Plat Rivers Crossing, Phase Three

Dear Judge Doerfler,

Please find attached seven copies of the Preliminary Plat for Rivers Crossing Subdivision Phase Three.

If you have any further questions or comments regarding this project, please feel free to contact me or Don H. Bizzell, P.E.

Sincerely,

Tim Osting

CC: Buck Trimble

AGENDA ITEM 21

Discuss and consider granting variance request for the design speed of Fishspear Lane within Cimarron Hills, Phase 2, Section 2.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To grant a variance request for the design speed of Fishspear Lane within Cimarron Hills, Phase 2, Section 2.

Vote: 5 - 0

< Attachment >



Bury+Partners

Bury+Partners SA, Inc.
Consulting Engineers/Surveyors
10000 San Pedro Avenue/Suite 100
San Antonio, Texas 78216
Tel 210/315 9000
Fax 210/325 0339
www.burypartners.com

Envelopes
Cary G. Brown, III
Mark R. Johnson, III
Paul J. Bury, III, P.E.
Gregory A. Schrock, III
James R. Knight, P.E.

July 27, 2001

Enclosures
Steven D. Lakeland, P.E.
Larus A. Lutzke
William D. Schrock

The Honorable Greg Boatright
Williamson County Commissioner
Precinct 2
Williamson County Commissioner's Court
350 Discovery Boulevard, Suite 201
Cedar Park, TX 78613

Fax: (512) 260-4284

Re: Cimarron Hills Phase 2, Section 2
Preliminary Plat
Variance Request to Design Criteria

Dear Commissioner Boatright:

We would like to request a variance for the above referenced project, from the minimum design criteria of a residential street, with a radii of 170 feet at 25 mph. Fishspear Lane has a centerline radius of 100 feet at two different places, just before it ends at Cimarron Hills Trail.

According to the AASHTO "Policy on Geometric Design of Highways and Streets", the minimum speed that should be posted on a curve with a centerline radius of 100 feet is 20 mph. Checking the inner and outer vehicle paths of travel, and the corresponding super-elevation rates, shows approximately the same results.

Therefore, we request a variance from the minimum radius of 170 feet to 100 feet and requiring a speed limit and appropriate warning sign to be posted at those radii of 100 feet to show a limit of 20 mph.

We would like this variance to be placed on the August 7 Commissioners Court Agenda before the reading of Cimarron Hills Phase 2, Section 2 Preliminary Plat.

*approved 8-7-01
John C. Deaylla*

Bury+Partners

The Honorable Greg Boatright
July 27, 2001
Page 2

If there are any questions, please call me at 210/525-9090.

Sincerely yours,



Steven D. Eklund, P.E.
Sr. Project Manager

Attachments

cc: Mike Coopman – Paloma Cimarron Hills
Joe England – Williamson County Engineer

I:\201\002\Letters\072701 Boatright.doc.cn

AGENDA ITEM 22

Discuss and consider approving preliminary plat of Cimarron Hills, Phase 2, Section 2.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve preliminary plat of Cimarron Hills, Phase 2, Section 2.

Vote: **5 - 0**

AGENDA ITEM 23

Discuss and take any appropriate action on hiring deputy for dam & road maintenance.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To hire an entry level certified corrections officer to supervise the work crew for dam and road maintenance.

Vote: **5 - 0**

AGENDA ITEM 24

Discuss and take any appropriate action on Sutton County School Lands.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve transfer of half of the mineral rights that the County owns on the Anderson property to Riceland Properties, Inc., buyer of the Sutton County School Lands.

Vote: **5 - 0**

< Attachment >

P.O. Box 1054, 215 E. Main, Sonora, TX 76950
Phone: 915-387-8115 Fax 915-387-2402

Main Street Realty

Fax

To: Judge Doeffler From: Scott Jacoby
Fax: 512-943-1662 Pages: 3
Phone: Date: 8-2-01
Re: CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

Judge,
I went on ahead and changed
the closing date to Aug. 10, 2001
along with clarification on the
legal description. This with the
deed on the minerals from y'all
should be sufficient. If you
have any questions, please call.
I am faxing this ~~to~~ to Riceland
properties also. If we can get the
deed and this back, we should close next
week.
Hanks,
Scott



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

01-08-01

AMENDMENT TO CONTRACT CONCERNING PROPERTY AT

2408.98 Acres in Sutton County, Texas, Sonora, TX 76950
(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

- ☐ (1) The Sales Price in Paragraph 3 of the contract is:
- A. Cash portion of Sales Price payable by Buyer at closing \$ _____
- B. Sum of financing described in the contract \$ _____
- C. Sales Price (Sum of A and B) \$ _____ 0.00
- ☐ (2) Buyer accepts the Property in its present condition; provided Seller, at Seller's expense, shall complete the following repairs and treatment:
- ☐ (3) The Option Fee ☐ will ☐ will not be credited to the Sales Price.
- ☒ (4) The date in Paragraph 9 of the contract is changed to August 10, 2001.
- ☐ (5) Seller shall pay \$ _____ of the expenses stipulated to be paid by Buyer under the provisions of the contract.
- ☐ (6) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$ _____ by Seller, \$ _____ by Buyer.
- ☐ (7) Buyer has paid Seller an additional non-refundable Option Fee of \$ _____ for an extension of the unrestricted right to terminate the contract on or before _____.
This additional Option Fee ☐ will ☐ will not be credited to the Sales Price.
- ☐ (8) Upon final acceptance of this Amendment, Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.
- ☒ (9) **Other Modifications:** (Insert only factual statements and business details applicable to this sale.)
Exhibit "A" to be amended as attached.

EXECUTED the _____ day of _____, _____ (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE).

Buyer Riceland Properties, Inc.

Seller Williamson County

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. (08-00) Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>) TREC No. 39-2. This form replaces TREC No. 39-1.

☒ (9) Other Modifications: (Insert only TREC form numbers and dates of amendments.)

Exhibit "A" to be amended as attached.

EXECUTED the _____ day of _____, _____ (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE).

Buyer Ricaland Properties, Inc.

Seller Williamson County

Buyer _____

Seller _____

This form has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not

[[[REDACTED]]] [[[REDACTED]]]

Address: 215 E. Main, Souders TX 76950
Phone: 717-301-7402

[[[REDACTED]]] [[[REDACTED]]] [[[REDACTED]]]

Main Street Realty

[[[REDACTED]]]

Produced with ZipForm™ by RE FormNet LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035, (800) 383-8805

T4996647.ZFX

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

"Exhibit A"

Ranch Property in eastern Sutton County, containing 2,408.98 acres, more fully described as:

<u>Abstract</u>	<u>Survey</u>	<u>Williamson Co. School Land</u>	<u>Acres</u>
794	17	"	206.73
795	18	"	320.00
796	19	"	320.00
797	20	"	320.00
798	21	"	320.00
799	22	"	320.00
800	23	"	320.00
763	5	E.B. Titus	154.84
762	4	Blk V-26, T.W.&N.G., RyCo	90.98
573	31	Blk 7, T.W.&N.G., RyCo	36.43
			<u>2408.98</u>

Executive Rights and ½ of the Mineral Rights to all the above referenced property, save and except the executive rights and ½ of the Mineral rights to:

154.84 acres out of Survey 5, Abstract 763, E.B. Titus

90.98 acres out of Survey 4, Block V-26, T.W.&N.G., RyCo

36.43 acres out of Survey 31, Block 7, T.W.&N.G., RyCo

The Executive Rights and ½ of the Mineral Rights only will be conveyed from the following property:

168.98 acres out of the West part of Abstract 793, Survey 16, Williamson County School Land

113.27 acres out of the East part of Abstract 794, Survey 17, Williamson County School Land

AGENDA ITEM 25

Discuss and take any appropriate action on county tax rate, including, but not limited to taking a record vote on proposed tax rate.

Joe Pondrom with the Tax Office addressed the court regarding the adoption of the county tax rate.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve the county tax rate at \$0.39535 per \$100.00 valuation.

Vote: 4 – 0 with Commissioner Heiligenstein absent from the dais.

AGENDA ITEM 26

Consider setting date and authorizing publication of public hearing on the tax rate.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To authorize advertising and to set public hearing on the county tax rate for Tuesday, August 21, 2001, at 10:15 a.m.

Vote: 5 - 0

AGENDA ITEM 27

Consider adopting tentative salaries and other compensation for elected officials and authorize publication of notice.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To adopt the recommended salaries and other compensation for elected officials, along with a 2.5% cost-of-living increase, and authorize publication of notice.

Amended Motion: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To adopt the recommended salaries and other compensation for elected officials, **without the 2.5% cost-of-living increase**, and authorize publication of notice.

Vote: 2 – 3 with Commissioner Heiligenstein, Commissioner Hays and Judge Doerfler voting against the motion.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To adopt the recommended salaries and other compensation for elected officials for publication of notice, subject to review by the Salary Grievance Committee, sitting as a citizens' committee, for recommendations.

Commissioner Heiligenstein withdrew his motion.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To adopt the recommended salaries and other compensation for elected officials, along with a 2.5% cost-of-living increase, and authorize publication of notice.

Vote: 4 – 1 with Commissioner Limmer voting against the motion.

< Attachment >

Public Notice is hereby given of the Williamson County Commissioners Court intention to set the yearly salaries for county and precinct officials for the proposed 2001/2002 budget as follows:

- | | | |
|----|---|---------------|
| a) | Judge of the County Court
(a salary increase of \$2,073.75 per year <u>plus</u> a supplement of \$4,800. for serving on the Juvenile Board) | \$85,023.75 |
| b) | Judge of the County Court at Law #1 | \$104,550.00* |
| c) | Judge of the County Court at Law #2 | \$104,550.00* |
| d) | Judge of the County Court at Law #3
(a salary increase of \$10,050.00 ea -each County Court at Law Judge's salary is supplemented by the State \$20,000.) | \$104,550.00 |
| e) | County Attorney
(a salary increase of \$10,050.00 per year) | \$104,550.00 |
| f) | County Sheriff
(a salary increase of \$6,273.75.00 per year) | \$ 85,023.75 |
| g) | County Clerk
(a salary increase of \$8,852.50 per year) | \$ 69,700.00 |
| h) | District Clerk
(a salary increase of \$6,700.00 per year) | \$ 69,700.00 |
| i) | County Tax Assessor/Collector
(a salary increase of \$3,750.00 per year) | \$ 71,750.00 |
| j) | County Treasurer
(a salary increase of \$5,777.50 per year) | \$ 66,625.00 |
| k) | Each County Commissioner
(a salary increase of \$5,777.50 per year each) | \$ 66,625.00 |
| l) | Each Justice of the Peace
(a salary increase of \$11,230.35 per year each) | \$ 60,475.00 |
| m) | Each Constable
(a salary increase of \$11,315.50 per year for each) | \$ 57,400.00 |
| n) | District Attorney - Supplement
(an increase to supplement of \$1,100-does not include state salary) | \$ 10,000.00 |
| o) | Each District Judge - Supplement
(an increase to supplement of \$1,100.00 plus \$4,800. for serving on the Juvenile Board; does not include state salary) | \$ 10,000.00* |
-

The expense allowance for all officials will be as follows:

- a) any county official that is required to use his/her personal automobile while on official county business may be entitled to receive mileage at the Internal Revenue Service allowable deduction for mileage, upon submitting the required documentation to the County Auditor.
- b) any official may be entitled to full reimbursement for lodging expenses when traveling out of the county, beyond a 50 mile radius of Williamson County, on official county business, if the required documentation is submitted to the County Auditor.
- c) all officials may be entitled to reimbursement for any meals eaten when traveling out of the county on official county business, and the required documentation is submitted to the County Auditor. The maximum meal reimbursement is limited to \$28.00 per day.
- d) for any official to receive expense allowance under a, b or c above, the funds to be used to pay the reimbursement must have been appropriated by the Commissioners Court prior to the expense being incurred.

All qualifying County and Precinct officials will be provided with health benefits coverage under the Self Funded Williamson County Benefits Program. Health premiums for all County or Precinct officials will be funded by the county except for any set premium rate decided on by the Commissioners Court. Qualifying dependents of elected officials will also be provided health benefits for a set premium rate.

All County and Precinct Officials are required by law to participate in the Texas County and District Retirement System. The County Auditor shall deduct the required matching contribution. County contributions will be at the same rates applicable to County employees (which may increase by 2.5% or more).

The use of County equipment or vehicles for personal use is prohibited by law, but because of the need for specific officials to respond to emergencies at night and/or on week-ends, the following officials are authorized to take a county vehicle to their home at night, even though this involves the use of a county vehicle for travel to and from their home each day:

- a) the County Sheriff
- b) each Constable

Issued by order of the Williamson County Commissioners Court.


John C. Doerfler, County Judge

AGENDA ITEM 28

Discuss and take any appropriate action on name of new Juvenile Facility.

No action was taken on this agenda item.

AGENDA ITEM 29

Discuss and take any appropriate action regarding issuance of certificates of obligation.

No action was taken on this agenda item.

AGENDA ITEM 30

Consider approving addendum to contract with Carter Burgess, Inc. for engineering services related to the CR 214 project.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve an amendment to the contract with Carter Burgess, Inc. for engineering services related to the CR 214 project.

Vote: **5 - 0**

< Attachment >

July 17, 2001

Commissioner Greg Boatright
Williamson County, Precinct 2
350 Discovery Blvd., Suite 201
Cedar Park, Texas 78613

Dear Greg:

Our contract on CR 214 has expired and we are invoicing the current funded value at 100% for the month of June. The original plans are complete and the new revisions and meetings have more than exhausted the budget. I propose that we submit a supplemental agreement extending time, budget and scope on our current contract, if this can be done on an expired (time) contract.

I am enclosing a supplemental agreement with a revised scope, time and fee for the CR 214 project. It is unclear at this time just what the final scope will be, but will include any of the options discussed to date. Since this is a cost-plus project, we will only bill for the work performed and no more. My supplemental agreement will not include any work on FM 1869; we will leave that project to Huggins and Seilers, if that is acceptable to you. I will send the same letter and supplemental to Joe England for his files.

If you agree with the above proposals, please sign both supplemental agreements and return one to our office. Carter & Burgess is very pleased to continue with this project and our relationship with the county.

Sincerely,
Carter & Burgess, Inc.



Bill Caffey, P.E.
Senior Project Manager

cc: Joe England, P.E. w/attachments
Mike Weaver w/attachments ✓

J:\2000\05-0099\CONTRACT\Jul17-01.ltr.doc

Carter & Burgess, Inc. Carter & Burgess Architects/Engineers, Inc. Carter & Burgess Consultants, Inc. C&B Architects/Engineers, Inc.
C&B Architects/Engineers, P.C. C&B Nevada, Inc. Nixon & Laird Architects/Engineers, P.C.

AMENDMENT to CONTRACT**Project:** Williamson County Road 214**(Name, Address)** Carter & Burgess, Inc.
901 South Mopac Expressway
Building V, Suite 200
Austin, Texas 78746**DATE:** July 17, 2001**Amendment No.:** 3**Engineers Project No.:** 05-0099-001**To:** Joe M. England, P.E.
Williamson County Engineer
1900 Georgetown Inner Loop, Ste B
Georgetown, Texas 78626**Owner/Architect No.:****Contract For:** Engineering Services**Contract Date:** January 27, 2000**Description of changes to the subject Contract:**

WHEREAS, the original subject contract time has expired and is being invoiced the current funded value at 100%; and

WHEREAS, additional survey, right-of-way mapping and roadway geometrics work will be required due to the realignment of CR 214 at SH 29, as shown in Exhibit A, Scope of Services, enclosed, and may require a new CR 214 connection to relocated FM 1869; and

WHEREAS, the additional work will require an extension of time of completion;

NOW THEREFORE, it is hereby mutually agreed that Exhibit A be added to this contract with a total additional cost of \$53,920.00, as shown in the enclosed Engineering Fee Estimate, for a total contract cost of \$190,590.00, to be completed by March 31, 2002.

Enclosures:**These changes result in the following adjustment of Contract Price and Contract Time:**

Contract Price Prior to this Change Order:	\$136,670.00
Net Resulting from this Change:	\$53,920.00
Current Contract Price Including this Change Order:	\$190,590.00
Contract Time Prior to this Change Order:	Finish date July 2001
Net Resulting from this Change Order:	8 Months
Current Contract Time Including this Change Order:	Finish date March 31, 2002

Carter & Burgess, Inc.
Engineer
901 S Mopac Expressway, Bldg V, Ste 200
Address
Austin Texas 78746

By:**Date:**

J. Arthur Davis
7/17/01

Authorized:

Williamson County
Owner
1900 Georgetown Inner Loop, Suite B
Address
Georgetown, Texas 78626

By:**Date:**

**Exhibit A
Scope of Services
County Road 214**

Survey:

Additional survey will be required at the intersection of County Road (CR) 214 and State Highway (SH) 29 and north of SH 29 along CR 214. This additional survey is due to the realignment of CR 214 tying into SH 29.

Right of Way Mapping:

The right of way maps and all field notes with exhibits will need to be revised at the intersection of CR 214 and SH 29. Approximately 5 additional parcels will have to be surveyed, staked and mapped.

Roadway Geometrics:

All pertinent roadway design information will need to be revised due to the realignment of CR 214 at SH 29 and at the intersection of CR 214 and FM 1869. The roadway plan & profile sheets, drainage plan & profile sheets, culvert layouts, traffic control plan sheets, erosion control sheets, signing, striping & delineation sheets will need to be revised. In addition, all applicable quantities will need to be calculated and revise the summary sheets. The earthwork (cross-sections) will also need to be adjusted. A signal design may need to be performed at the intersection of CR 214 and SH 29 if the Texas Department of Transportation approves a signal at that location and if the intersection meets signal warrants. Signal plans will need to be added to the construction plans along with all applicable standards. The construction estimate will need to be revised due to all the quantity changes.

Coordination with all utility companies will be needed once again due to the realignment of CR 214 at SH 29. Utility companies will need to be informed of this change and coordinate any possible utility adjustments in this area.

Coordination with all local government entities including Williamson County, the Texas Department of Transportation and the City of Liberty Hill will be continued as this project continues in its development.

ENGINEERING FEE ESTIMATE

CARTER & BURGESS, INC.
2 - LANE BLVD. SECTION

CR214
WILLIAMSON COUNTY
FROM: SH 29
TO: XX
LENGTH = 1.17 MILE

JULY 17, 2001
(CR214SA2)
SHEET 1 OF 6

ESTIMATED MANHOURS OF EACH WORK TASK							TOTAL MANHOURS	
TASK AND DESCRIPTION	PROJECT MANAGER	DESIGN ENGINEER	ASST. DESIGN ENGINEER	SR. ENVIR. SCIENTIST	ADP. DESIGNER	GENERAL		
I. PROJECT MANAGEMENT (F.C. 110)								
A. Coordination and Review	16	16		0			0	32
B. Contract Administration	4	0					4	8
C. Quality Assurance/Quality Control	8							8
SUBTOTALS:	28	16	0	0		0	4	48
II. ROUTE AND DESIGN STUDIES (F.C. 110)								
A. Schematic Design								
1. Data Collection	0	0	0					0
2. Initial Field Reconnaissance	0	0						0
3. Identify Property Ownership			0					0
4. Develop Designs	0	0	0				0	0
5. Typical Sections	0	0	0				0	0
6. Right of Way Requirements	0	0	0				0	0
B. Design Concept Conference	0	0	0					0
C. Preliminary Cost Estimate	0	0	0				0	0
SUBTOTALS:	0	0	0	0		0	0	0
III. SOCIAL ECONOMIC & ENVIRONMENTAL STUDIES (F.C. 120)								
A. Environmental Assessment								
1. Agency Coordination	0	0					0	0
2. Purpose and Need for Action	0	0					0	0
3. Socioeconomic Data							0	0
4. Field Investigation							0	0
5. Land Use							0	0
6. Geology and Groundwater							0	0
7. Noise and Vibration							0	0
8. Surface Water Hydrology							0	0
9. Air Quality							0	0
10. Cultural Resources							0	0
11. Ecological Resources							0	0
12. Wetlands							0	0
13. Endangered Species							0	0
14. Relocation							0	0
15. Prime Farm Land							0	0
B. Assemble, Review and Process	0	0	0				0	0
SUBTOTALS:	0	0	0			0	0	0

ENGINEERING FEE ESTIMATE

CR214
WILLIAMSON COUNTY
FROM: SH 29
TO: XX
LENGTH = 1.17 MILE

JULY 17, 2001
(CR214SA2)
SHEET 2 OF 6

CARTER & BURGESS, INC.
2 - LANE BLVD. SECTION

ESTIMATED MANHOURS OF EACH WORK TASK

TASK AND DESCRIPTION	PROJECT MANAGER	DESIGN ENGINEER	ASST. DESIGN ENGINEER	SE. ENVIR. SCIENTIST	CADD DRAFTSMAN	CLERICAL	TOTAL MAN-OURS
IV. PUBLIC INVOLVEMENT (F.C. 120)							
A. Public Meeting							
1. Prepare Meeting Notice and Exhibits	0	0	0			0	0
2. Assist with Meeting	0	0	0			0	0
3. Prepare Draft Summary and Analysis	0	0	0			0	0
A. Public Hearing							
1. Prepare Notice & Exhibits	0	0	0			0	0
2. Assist with Hearing	0	0	0			0	0
3. Prepare Final Summary and Analysis	0	0	0			0	0
SUBTOTALS:	0	0	0			0	0
V. UTILITY/R. O. W. COORD. (F.C. 130)							
A. Ownership Data							0
B. Utility Locations							0
C. Right of Way Plans							
1. Prepare Right of Way Plans	0	0					0
2. Calculate Right of Way Req.							0
3. Calculate Parcel Areas							0
D. Prepare Field Notes							0
E. Research and Tract Analysis	2	4	8			8	22
F. Notify/Meeting w/Utility Owners							
SUBTOTALS:	2	4	8			8	22
VI. FIELD SURVEYS (F.C. 150)							
A. Establish Horizontal and Vertical Control							0
B. Establish Benchmarks at (2000') Intervals							0
C. Stake Centerline							0
D. Existing Cross Sections and Ties							
1. Proposed Roadway Centerline			0				0
2. Connecting Roads			0				0
3. Drainage Channels			0				0
4. Existing Bridges and Culverts			0				0
5. Connections to CR 195 & FM 1460			0				0
E. Survey and Stake Right-Of-Way			0				0
F. Stake Core Test Holes	0	0	0			0	0
SUBTOTALS:	0	0	0			0	0

ENGINEERING FEE ESTIMATE

CR 214

WILLIAMSON COUNTY

FROM: SH 29

XX:01
TO:XX

LENGTH = 1.17 MILE

CARTER & BURGESS, INC.
2 - LANE BLVD. SECTION

JULY 17, 2001
(CR214SA2)
SHEET 3 OF 6

ESTIMATED MANHOURS OF EACH WORK TASK

TASK AND DESCRIPTION	PROJECT MANAGER	DESIGN ENGINEER	ASST. DESIGN ENGINEER	SR. SURV. SCIENTIST	SALES ENGINEER	CLERICAL	TOTAL MANHOURS
VII. ROADWAY DESIGN (F.C. 160)							
A. Geometric Design							
1. Horizontal Alignment	0	2	0		4		6
2. Vertical Alignment	0	2	0		4		6
3. Right-Of-Way Requirements	0	2	0		4		6
4. Typical Sections	0	2	0		4		6
							0
							0
							0
SUBTOTALS:	0	8	0	0	16	0	24

VIII. PREPARATION OF CONSTRUCTION PLANS

SHEET TOTALS			DESIGN ENGR		ASST. ENGR		SR. ENV. SCI.		CADD DRAFT		CLEAR NCAL		TOTAL HOURS	
NO. OF SHEETS	PROJ. HRS.	WGR. HRS.	HOUR	WKS.	HOUR	WKS.	HOUR	WKS.	HOUR	WKS.	HOUR	WKS.	HOUR	PER SHEET
A. ROADWAY DESIGN (F.C. 160)														
0	0	0	2	0	0	0	0	0	0	4	0	0	0	0
1	0	0	0	0	0	0	0	0	0	1	1	0	1	1
1	0	0	1	1	0	0	0	0	0	4	4	0	5	5
2	1	2	2	4	0	0	0	0	0	4	8	0	14	7
0	1	0	1	0	0	0	0	0	0	2	0	0	0	0
1	0	0	1	1	0	0	0	0	0	4	4	0	5	5
0	0	0	2	0	0	0	0	0	0	2	0	0	0	0
1	0	0	1	1	0	0	0	0	0	4	4	0	5	5
0	0	0	2	0	0	0	0	0	0	4	0	0	0	0
SUBTOTAL: 6 2 7 0 0 0 0 0 0 0 21 0 0 30 5														
B. DRAINAGE (F.C. 161)														
1	0	0	1	1	0	0	0	0	0	4	4	0	5	5
1	0	0	1	1	0	0	0	0	0	2	2	0	3	3
1	0	0	1	1	0	0	0	0	0	4	4	0	5	5
1	1	1	1	1	0	0	0	0	0	4	4	0	6	6
5	1	1	2	2	0	0	0	0	0	4	4	0	7	7
1	0	0	1	1	0	0	0	0	0	1	1	0	2	2
1	0	0	1	1	0	0	0	0	0	2	2	0	3	3
SUBTOTAL: 7 2 8 0 0 0 0 0 0 0 21 0 0 31 4														

ENGINEERING FEE ESTIMATE

CARTER & BURGESS, INC.
2 - LANE BLVD. SECTION

CR 214
WILLIAMSON COUNTY
FROM: SH 29
TO: XX
LENGTH = 1.17 MILE

JULY 17, 2001
(CR214SA2)
SHEET 4 OF 6

VIII. PREPARATION OF CONSTRUCTION PLANS (CONTINUED)

SHEET TOTALS	NO. OF SHEETS	DESIGN	PROF.	ASS'T.	ENG.	OF ENV. SCI.	ADDD. DATA	CLERK	TOTAL
	SHEETS	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.
		SHEET	SHEET	SHEET	SHEET	SHEET	SHEET	SHEET	SHEET
C. SIGNING AND MARKINGS (F.C. 162)									
1. Sign., Strip., and Del. Plan	1	1	1	1	0	0	4	4	6
2. Summary of Small Signs	1	0	0	1	0	0	4	4	5
3. Sign Details	0	0	0	4	0	0	12	0	0
SUBTOTAL:	2	1	1	2	0	0	8	8	11
D. MISCELLANEOUS ROADWAY (F.C. 163)									
1. Traffic Control Plan, Detour	4	1	4	2	0	0	4	16	28
2. Signalization (1-Intersection)	4	1	4	8	32	0	10	40	108
3. Construction Time Estimates	0	1	0	4	0	0	0	0	0
4. Landscaping (Conceptual Only)	0	2	0	4	16	0	16	0	0
SUBTOTAL:	8	8	8	40	32	0	56	56	136
E. BRIDGE DESIGN (F.C. 170)									
1. Structure Layout	0	1	0	20	10	0	16	0	0
2. Abutment Details	0	1	0	8	16	0	12	0	0
3. Bent Details	0	1	0	16	12	0	16	0	0
4. Beam Details	0	1	0	16	8	0	4	0	0
5. Slab Details	0	1	0	12	8	0	16	0	0
6. Summary of Structure	0	1	0	16	16	0	8	0	0
SUBTOTAL:	0	0	0	0	0	0	0	0	0
TOTALS (Prep. of Const. Plans)	0	0	0	0	0	0	0	0	0
DESIGN TOTALS:	23	13	57	32	0	0	106	0	208
PERCENT OF TOTAL HOURS:		6.25%	27.40%	15.38%	0.00%	0.00%	50.96%	0.00%	100.00%

ENGINEERING FEE ESTIMATE

CARTER & BURGESS, INC.
2 - LANE BLVD. SECTION

CR 214
WILLIAMSON COUNTY
FROM: SH 29
TO: XX
LENGTH = 1.17 MILE

JULY 17, 2001
(CR214SA2)
SHEET 5 OF 6

ESTIMATED COST OF EACH WORK TASK

TASK AND DESCRIPTION	PROJECT MANAGER	DESIGN ENGINEER	ASST. DESIGN ENGINEER	SURVEY SCIENTIST	CADD DRAFTER	CLERICAL	TOTAL MAN HOURS
I. PROJECT MANAGEMENT (F.C. 110)							
TOTAL HOURS:	28	16	0	0	0	4	48
SALARY RATES:	\$57.00	\$38.00	\$30.00	\$28.00	\$27.00	\$17.00	
DIRECT SALARY COST:	\$1,596	\$608	\$0	\$0	\$0	\$68	
OVERHEAD MULTIPLIER:	\$2,757	\$1,050	\$0	\$0	\$0	\$117	
PROFIT:	\$653	\$249	\$0	\$0	\$0	\$28	
TOTAL:	\$5,006	\$1,907	\$0	\$0	\$0	\$213	\$7,126
II. ROUTE AND DESIGN STUDIES (F.C. 110)							
TOTAL HOURS:	0	0	0	0	0	0	0
SALARY RATES:	\$57.00	\$38.00	\$30.00	\$28.00	\$27.00	\$17.00	
DIRECT SALARY COST:	\$0	\$0	\$0	\$0	\$0	\$0	
OVERHEAD MULTIPLIER:	\$0	\$0	\$0	\$0	\$0	\$0	
PROFIT:	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL:	\$0	\$0	\$0	\$0	\$0	\$0	\$0
III. SOCIAL ECONOMIC & ENVIRONMENTAL STUDIES (F.C. 120)							
TOTAL HOURS:	0	0	0	0	0	0	0
SALARY RATES:	\$57.00	\$38.00	\$30.00	\$28.00	\$27.00	\$17.00	
DIRECT SALARY COST:	\$0	\$0	\$0	\$0	\$0	\$0	
OVERHEAD MULTIPLIER:	\$0	\$0	\$0	\$0	\$0	\$0	
PROFIT:	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL:	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IV. PUBLIC INVOLVEMENT (F.C. 120)							
TOTAL HOURS:	0	0	0	0	0	0	0
SALARY RATES:	\$57.00	\$38.00	\$30.00	\$28.00	\$27.00	\$17.00	
DIRECT SALARY COST:	\$0	\$0	\$0	\$0	\$0	\$0	
OVERHEAD MULTIPLIER:	\$0	\$0	\$0	\$0	\$0	\$0	
PROFIT:	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL:	\$0	\$0	\$0	\$0	\$0	\$0	\$0
V. UTILITY/R. O. W. COORD. (F.C. 130)							
TOTAL HOURS:	2	4	8	0	8	0	22
SALARY RATES:	\$57.00	\$38.00	\$30.00	\$28.00	\$27.00	\$17.00	
DIRECT SALARY COST:	\$114	\$152	\$240	\$0	\$216	\$0	
OVERHEAD MULTIPLIER:	\$197	\$263	\$415	\$0	\$373	\$0	
PROFIT:	\$47	\$62	\$98	\$0	\$98	\$0	
TOTAL:	\$358	\$477	\$753	\$0	\$677	\$0	\$2,284
VI. FIELD SURVEYS (F.C. 150)							
TOTAL HOURS:	0	0	0	0	0	0	0
SALARY RATES:	\$57.00	\$38.00	\$30.00	\$28.00	\$27.00	\$17.00	
DIRECT SALARY COST:	\$0	\$0	\$0	\$0	\$0	\$0	
OVERHEAD MULTIPLIER:	\$0	\$0	\$0	\$0	\$0	\$0	
PROFIT:	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL:	\$0	\$0	\$0	\$0	\$0	\$0	\$0

ENGINEERING FEE ESTIMATE

CARTER & BURGESS, INC.
2 - LANE BLVD. SECTION

CR 214
WILLIAMSON COUNTY
FROM: SH 29
TO: XX
LENGTH = 1.17 MILE

JULY 17, 2001
(CR214SA2)
SHEET 6 OF 6

ESTIMATED COST OF EACH WORK TASK

TASK AND DESCRIPTION	PROJECT MANAGER	DESIGN ENGINEER	ASST DESIGN ENGINEER	SF ENVIR SCIENTIST	CADD DRAFTER	CLERICAL	TOTAL MANHOURS
VII. ROADWAY DESIGN (F.C. 160)							
TOTAL HOURS:	0	8	0	0	16	0	24
SALARY RATES:	\$57.00	\$38.00	\$30.00	\$28.00	\$27.00	\$17.00	
DIRECT SALARY COST:	\$0	\$304	\$0	\$0	\$432	\$0	
OVERHEAD MULTIPLIER:	\$0	\$525	\$0	\$0	\$746	\$0	
PROFIT:	\$0	\$124	\$0	\$0	\$177	\$0	
TOTAL:	\$0	\$953	\$0	\$0	\$1,355	\$0	\$2,308
VIII. PREPARATION OF CONSTRUCTION PLANS							
TOTAL HOURS:	13	57	32	0	106	0	208
SALARY RATES:	\$57.00	\$38.00	\$30.00	\$28.00	\$27.00	\$17.00	
DIRECT SALARY COST:	\$741	\$2,166	\$960	\$0	\$2,862	\$0	
OVERHEAD MULTIPLIER:	\$1,280	\$3,741	\$1,658	\$0	\$4,944	\$0	
PROFIT:	\$303	\$886	\$393	\$0	\$1,171	\$0	
TOTAL:	\$2,324	\$6,793	\$3,011	\$0	\$8,976	\$0	\$21,105
TOTAL CARTER & BURGESS, INC.:							
TOTAL HOURS:	43	85	40	0	130	4	302
SALARY RATES:	\$57.00	\$38.00	\$30.00	\$28.00	\$27.00	\$17.00	
DIRECT SALARY COST:	\$2,451	\$3,230	\$1,200	\$0	\$3,510	\$68	\$10,459
OVERHEAD MULTIPLIER:	\$4,234	\$5,579	\$2,073	\$0	\$6,063	\$117	\$18,066
PROFIT:	\$1,003	\$1,321	\$491	\$0	\$1,436	\$28	\$4,279
TOTAL:	\$7,687	\$10,131	\$3,764	\$0	\$11,009	\$213	\$32,804
PERCENT OF CARTER & BURGESS COST:	23.43%	30.88%	11.47%	0.00%	33.56%	0.65%	100.00%
DIRECT COST - CARTER & BURGESS, INC.:							
Mylar Plots	130 Square Feet at						\$455
Blue-line Reproductions or Printing	1,300 Square Feet at						\$325
Survey Materials and Supplies							\$0
Express Deliveries	4 Deliveries at						\$80
Auto Mileage	500 Miles at						\$158
Air Travel	0 Flights at						\$0
Lodging	0 Nights at						\$0
Per Diem	0 Days at						\$0
Auto Rental	0 Days at						\$0
Telephone, Communications and Advertisements							\$99
Count Recorder & Transcriber							\$0
SAMM, INC. (SURVEY & RIGHT OF WAY MAPPING)							\$20,000
TOTAL DIRECT COST - CARTER & BURGESS, INC.							\$21,117
SUMMARY - CARTER & BURGESS, INC.							
Labor + Overhead + Profit							\$32,804
Direct Cost							\$21,117
TOTAL CONTRACT COST - CARTER & BURGESS, INC.							\$53,921



ORIGINALLY PROPOSED
ALIGNMENT OF CR 214

ALTERNATIVE REALIGNMENT
OF FM 1869

INTERIM REVIEW

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF
INTERIM REVIEW UNDER THE AUTHORITY OF
BILL CAFFEY, PE 79239 ON 07/17/01
IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

SH 29 / CO 214
SH 29 / FM 1869
INTERSECTIONS

SHEET 1 OF 1

CarterBurgess

07/17/01

L:\2000\050099\NEW\HITS\reopex02.dgn

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

AGENDA ITEM 31

Consider approving list of pre-qualified engineering and construction firms to provide construction oversight and professional inspection services for the Road Bond Program.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve the list of pre-qualified engineering and construction firms to provide construction oversight and professional inspection services for the Road Bond Program.

Vote: **5 - 0**

< Attachment >

M e m o r a n d u m

To: Williamson County Commissioners Court
From: Michael Weaver
Prime Strategies, Inc.
Regarding: Construction Observer Short List
Date: August 3, 2001

As authorized by the Court we advertised for Construction Observer services for the Road Bond Program. We advertised in the Williamson County Sun, posted the Request for Statement of Qualification (SOQ) on the Road Bond website, and sent out over 45 invitations to submit qualifications. We received thirteen statements of qualifications (see attached list). We also had several firms notify us by mail and phone that they would not be responding to the SOQ.

As outlined in the draft Project Construction Manual, presented to the Court last month, we are using two types of construction oversight. One is the Construction Observer which would be a "third party" owners representative to inspect the major road bond projects. The second approach, which the County currently follows, is to allow the design engineer to provide construction phase services. We intend to use the design engineers on the small county reconstruction and rehabilitation projects.

Based on our team's review of the thirteen Statement of Qualifications received, we would recommend the following firms be prequalified to provide Construction Observer services for the Road Bond Program:

- Brown & Root Services
- Turner, Collie & Braden, Inc.
- PBS&J
- Doucet & Associates, Inc.

If you have any questions, please call me.

approved 8-7-01
John C. Doerfler

**Williamson County Statement of Qualifications
Construction Observer**

Company	Address	Phone	Fax	Contact
Denmon Engineering	1101 South Capital of Texas, Bldg. E, Ste. 230 Austin, Texas 78746	328-7303	328-9791	Scott Dukette, P.E.
URS Corporation	9400 Amberglenn Blvd. Austin, Texas 78729	454-4797	454-8807	Frank Lawler, P.E.
Gray Jansing & Associates	8217 Shoal Creek Blvd., Ste. 200 Austin, Texas 78757-7592	452-0371	454-9933	Donald K. Bayes, P.E.
Cobb, Fendley & Assoc.	8000 Centre Park Dr., Ste. 370 Austin, Texas 78754-5136	834-9798	834-9553	Allen D. Watson, P.E.
JNS Consulting Engineers, Inc.	611 S. Congress, Ste. 220 Austin, Texas 78704	416-9990	416-6097	Jon Strange, P.E.
PBS&J	13600 Montfort Drive, Ste. 230 Austin, Texas 75240-4347	(972) 387-0771	(972) 387-9714	Dawn Scheel, P.E.
Carter & Burgess	901 South Mopac, Bldg. V, Ste. 200 Austin, Texas 78746	314-3100	314-3135	Bill Caffey, P.E.
Doucet & Associates, Inc.	5121 Bee Caves Road, Ste. 201 Austin, Texas 78746	583-2600	583-2601	William Friedrich, P.E.
Cuatro Consultants, Ltd.	1766 FM 967, Ste. B Buda, Texas 76610	312-5040	312-5399	Hugo Elizondo, P.E.
Turner Collie & Braden, Inc.	400 West 15th St., Ste. 500 Austin, Texas 78701	472-4519	472-7519	Kevin Koeller, P.E.
Brown and Root Services	505 East Huntland Dr., Ste. 220 Austin, Texas 78752	420-0338	419-1432	Alan V. Thompson, P.E.
Patton, Burke & Thompson	2600 McHale Court, Ste. 180 Austin, Texas 78758	832-8883	832-8886	G. Scott Gordon, P.E.
Half Associates	8616 Northwest Plaza Drive Dallas, Texas 75225	346-6200	739-0095	Jack Furlong, P.E.

AGENDA ITEM 32

Discuss and consider a resolution regarding cities requiring traffic impact studies as a requirement for the County's participation in right-of-way acquisition.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To table action on a resolution regarding cities requiring traffic impact studies as a requirement for the County's participation in right-of-way acquisition for one week for final consideration.

Vote: **5 - 0**

AGENDA ITEM 33

Consider approving contract with Urban Design Group for utility relocation for Road Bond Program.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve a contract with Urban Design Group for utility relocation for the road bond program.

Vote: **5 - 0**

< Attachment >

Contract No. WJW Relocation - Wilson Design Group

Checklist

Prior to Initiation of Work

- ☒ Signed and Executed Agreement
- ☒ Scope of Services – Appendix A
 - ☒ Exhibit A – Services to be provided by County
 - ☒ Exhibit B – Services to be provided by Engineer
 - ☒ Exhibit C – Work Schedule
 - ☒ Exhibit D – Fee Schedule
- ☒ Production Schedule – Exhibit IV
- ☒ Hourly Rates of Engineer – Exhibit II
- N/A - ☐ Work Authorization - Attachment A to Exhibit I
 - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☐ Data to be provided to Engineer by County
 - ☐ Plans
 - ☐ Maps
 - ☐ Studies
 - ☐ Reports
 - ☐ Field Notes
 - ☐ Statistics
 - ☐ Computations
 - ☐ Other: _____
- ☒ Contractors Qualification Statement – Appendix B
- ☒ Insurance
 - ☒ Worker's Compensation
 - ☒ Commercial General Liability Insurance
 - ☒ Automobile Liability Insurance
 - ☒ Professional Liability Errors and Omissions Insurance
 - ☐ Self Insurance Documentation
 - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

- ☐ Original Engineering Work Product submittal
- ☐ "Completed" Engineering Work Product
- ☐ "Accepted" Engineering Work Product
- ☐ Modifications and/or Changes for Approval of Engineering Work Product
- ☐ "Approved" Engineering Work Product
- ☐ Revisions to Work Product
- ☐ Seal of Endorsement on all Engineering Work Product
- ☐ Data necessary for applications or documentation for permits and/or grants to be provided by Engineer to County

Notices (as applicable)

Contract No. _____

- ☐ Notice of Suspension
- ☐ Notice of Reinstatement
- ☐ Notice of Termination
- ☐ Notice of Staffing Changes
- ☐ Written Report of Accident

Documentation for Payment

- ☐ Internal Revenue Form W-9
 - ☐ Invoice for Services Rendered
 - Supporting Documentation
 - Report of Completion Percentage
 - ☐ Invoice for Reimbursables
 - Proof of prior payment by Engineer of Reimbursables
-

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

<u>SECTION:</u>	<u>TITLE:</u>	<u>PAGE</u>
I.	<i>Employment of the Engineer</i>	1
II.	<i>Basic Services of the Engineer</i>	1
III.	<i>Fee Schedule</i>	3
IV.	<i>Period of Service</i>	3
V.	<i>Coordination with the County</i>	4
VI.	<i>Review of Work Product</i>	5
VII.	<i>Revision to Work Product</i>	6
VIII.	<i>Engineer's Responsibility and Liability</i>	6
IX.	<i>Ownership of Documents</i>	8
X.	<i>Maintenance of and Right of Access to Records</i>	8
XI.	<i>Miscellaneous:</i>	
A.	Severability	9
B.	Venue	9
C.	Equal Opportunity in Employment	9
D.	Certificate of Engineer	9
E.	Notice	10
F.	Insurance Requirements	10
G.	Forfeiture of Contract	10
H.	Property Taxes	10
I.	Successors and Assigns	11
J.	Bidding Exemption	11
K.	Historically Underutilized Businesses	11
L.	Taxpayer Identification	11
M.	Compliance with Laws	11
N.	Reports of Accidents	11
O.	Entire Agreement	11
P.	Captions Not a Part Hereof	12
Q.	Incorporation of Attachments	12
R.	Entity Status	12
S.	Acknowledgement	12
	Signature Page	13

Contract No. _____

TABLE OF CONTENTS (cont'd)

EXHIBIT I	<i>Compensation for Professional Services</i>	14
	<i>Attachment A – Work Authorization</i>	16
EXHIBIT II	<i>Hourly Rates</i>	18
EXHIBIT III	<i>Compensation for Additional Professional Services</i>	19
EXHIBIT IV	<i>Production Schedule</i>	20
EXHIBIT V	<i>Procedures for Termination or Suspension</i>	21
EXHIBIT VI	<i>Equal Opportunity in Employment</i>	23
EXHIBIT VII	<i>Insurance Requirements</i>	25
APPENDIX A	<i>Scope of Services</i>	27
APPENDIX B	<i>Contractor's Qualification Statement</i>	28

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS

§
§

COUNTY OF WILLIAMSON

§

This Agreement is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Urban Design Group (*the "Engineer"*).

WHEREAS, *County* proposes to design and relocate utilities; construct a
_____;

WHEREAS, **County** desires to obtain professional services for designing and assisting in the relocation of utilities (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 in the Scope of Services in Appendix A, or as otherwise designated (*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 Judge***, 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 Judge*** to proceed, as evidenced

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

Contract No. _____

3 of 29 Pages

- 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 Judge** 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 Judge** 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 1980 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision 5, including:
 - i) The 1998 reprint of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways
 - ii) The September 31, 1998, Federal Highway Administration (FHWA) Mandate from the National Cooperative Highway Research Program (NCHRP), Report 350
 - b. Texas Department of Transportation Construction Manual
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 1993 (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
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997) as a guide for design.
 - j. National Electrical Code (most current version)
 - k. Williamson County Bond Program Standard Procedures Manual
 - l. TxDOT Bridge Division Foundation Manual
 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.
-

Contract No. _____

4 of 29 Pages

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 Judge** 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 assigned design work as described in the Scope of Services within the period of calendar days defined in each work authorization ~~_____ 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 Judge** 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 Judge**.
- 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
-

Contract No. _____

5 of 29 Pages

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.

Contract No. _____

6 of 29 Pages

- 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, and **County** may 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 receipt. 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 Section VI, 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 Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** 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.
-

Contract No. _____

7 of 29 Pages

- 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 Judge**.

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 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** shall be determined by **County** within thirty (30) days of such submittal and **County** 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** shall notify **Engineer** and **County's** technical review process will begin.
 - D. If the submission is incomplete, **County** shall notify **Engineer**, who shall perform such professional services as are required to complete the work and resubmit it to **County**. This process shall be repeated until a submission is complete.
 - E. **County** 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**. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the **County Judge'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 Judge**. "Approval" in this sense shall mean formal recognition that the work has been fully
-

Contract No. _____

8 of 29 Pages

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 Judge* 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* constructable, *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 Judge* 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 he 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 Judge* regarding county permitting or similar requirements properly waivable by the *County Judge*.
-

Contract No. _____

9 of 29 Pages

- C. Acceptance and approval of the final plans by **County** 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** 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 Judge'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 his 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 he nor any officer, agent nor employee of **Engineer** shall be classified as an employee of **County**.
-

Contract No. _____

10 of 29 Pages

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 Judge**, 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
-

Contract No. _____

11 of 29 Pages

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.** Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. **Venue.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 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 bonafide 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 bonafide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the
-

Contract No. _____

12 of 29 Pages

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: Urban Design Group
3060 Stoneridge, E101
Austin, TX 78746
Attn: Laura Toups, P.E.

COUNTY: Williamson County (or successor)

with copy to: Honorable Gene Taylor (or successor)
Williamson County Attorney

Attn: File No.

and to: Prime Strategies, Inc.
1598 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: Pena Swayze & Co., LLP
303 East Main Street
Round Rock, Texas 78664
Attn: Mike Swayze

and to: _____

- 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**
-

Contract No. _____

13 of 29 Pages

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 Judge** 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. **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
-

Contract No. _____

14 of 29 Pages

OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

- N. **Captions Not a Part Hereof.** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- 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 Partnership, duly authorized to transact and do business in the State of Texas.
- Q. **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.
- R. **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.
-

Contract No. _____


15 of 29 Pages

EXECUTED this _____ day of _____, 2001.

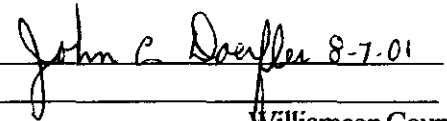
THE ENGINEER:

WILLIAMSON COUNTY:

BY:



BY:

 8-7-01

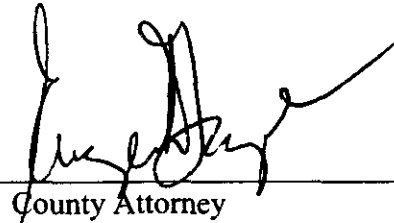
Printed Name: Laura L. Toups, P.E.

Williamson County |

Judge

Title: Managing Partner |

Reviewed as to Form By:


County Attorney

Funds Verified By:

County Auditor

Contract No. _____

16 of 29 Pages

EXHIBIT I**COMPENSATION FOR PROFESSIONAL SERVICES****ACTUAL COST OF SERVICES METHOD**

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

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 \$5300,000.00.
- 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 non-labor and subcontract expense incurred in the performance of the services under this Agreement at 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
-

Contract No. _____

17 of 29 Pages

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 \$5300,000.00, 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 Judge** 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 Judge** 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**.
-

Contract No. _____

18 of 29 Pages

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 _____ (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services:

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a Supplemental Work Authorization.

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

Contract No. _____

19 of 29 Pages

ATTACHMENT A (con't.)

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

ENGINEER:

COUNTY:

Williamson County, Texas

By: _____

Signature

By: _____

Signature

Laura L. Toups, P.E.

Printed Name

Printed Name

Managing Partner

Title

Title

Date

Date

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

Contract No. _____

20 of 29 Pages

EXHIBIT II
HOURLY RATES

<u>Project Principal</u>	<u>\$110.00</u>
<u>Project Manager</u>	<u>\$95.00</u>
<u>Engineer III 1. Senior Engineer.....</u>	<u>\$ 75.00</u>
<u>Engineer II</u>	<u>\$65.00</u>
<u>Engineer I 2. Graduate Engineer.....</u>	<u>\$ 50.00</u>
<u>Technician IV</u>	<u>\$50.00</u>
<u>Technician III 3. Technician.....</u>	<u>\$ 45.00</u>
<u>Technician II</u>	<u>\$40.00</u>
<u>Technician I</u>	<u>\$35.00</u>
<u>4. Secretary/Clerical.....</u>	<u>\$ 40.00</u>
<u>5. Expert Witness Testimony.....</u>	<u>\$ 150.00</u>
<u>Survey Technician</u>	<u>\$ 55.00</u>
<u>RPLS</u>	<u>\$ 75.00</u>
<u>Survey Crew 2 man</u>	<u>\$ 90.00</u>
<u> 3 man</u>	<u>\$120.00</u>
<u> GPS</u>	<u>\$200.00</u>

08/07/2001

Page 152

Contract No. _____

21 of 29 Pages

Contract No. _____

22 of 29 Pages

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 Judge* shall be final and binding.
-

Contract No. _____

23 of 29 Pages

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.

Contract No. _____

24 of 29 Pages

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.
-

Contract No. _____

25 of 29 Pages

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.
-

Contract No. _____

26 of 29 Pages

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 he 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.
 - 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
-

Contract No. _____

27 of 29 Pages

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.

Contract No. _____

28 of 29 Pages

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 \$1,000,000 per occurrence and \$2,000,000 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 \$1,000,000 per occurrence and \$1,000,000 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 \$500,000.00.
- 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 he 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 the **County Judge**, and agreed to and hereby acknowledged by the **Engineer**, that no provision of this Professional Services Agreement shall be construed to require the **County** or the **County Judge** to submit to mandatory arbitration or mediation in the settlement of

Contract No. _____

29 of 29 Pages

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.

APPENDIX B

CONTRACTOR'S QUALIFICATIONS STATEMENT

UDG has been prequalified by Commissioners' Court to provide relocation services

Form **W-9**
(Rev. December 1996)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do NOT
send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Urban Design Group

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☒ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)

3660 Stoneridge Rd., Suite E101

City, state, and ZIP code

Austin, TX 78746

Requester's name and address (optional)

Urban Design Group

3660 Stoneridge Rd., Suite E101

Austin, TX 78746

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

7	4	2	4	5	6	1	3	7
---	---	---	---	---	---	---	---	---

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign
Here

Signature ▶

Lana L. Jorgensen

Date ▶

7/16/01

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

ACORD CERTIFICATE OF LIABILITY INSURANCE

ID RI
ORBA-35DATE (MM/DD/YY)
12/01/00

PRODUCER
Texas Associates Insurance
65-612379-AP-OC-XSA
P.O. Box 33015
San Antonio TX 78265-3015
Phone: 800-457-2379 Fax: 210-732-3593

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Urban Design Group
3660 Stoneridge Rd
Austin TX 78746

INSURER A: Hartford Lloyd's Insurance Co
INSURER B: Hartford Fire Ins Co
INSURER C: Hartford Underwriters Ins Co
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$ 1000000
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	65SBALF1276	09/01/00	09/01/01	FIRE DAMAGE (Any one fire) \$ 300000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10000
					PERSONAL & ADV INJURY \$ 1000000
					GENERAL AGGREGATE \$ 2000000
					PRODUCTS - COM/OP AGG \$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	POLICY <input type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	65UECRU0388	09/01/00	09/01/01	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
A	EXCESS LIABILITY	65SBALF1276	09/01/00	09/01/01	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS TOH- ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER Y ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

Client#: 225762

105428409

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 05/02/01
PRODUCER USAA General Agency COMMERCIAL BROK/SPCL RISK 9800 Fredericksburg Rd. San Antonio, TX 78284-9836		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED URBAN DESIGN GROUP 3660 STONERIDGE RD STE E101 AUSTIN, TX 78746		
INSURERS AFFORDING COVERAGE		
INSURER A: WESTPORT INSURANCE CORPORATION		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	CLAIMS MADE OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS-COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	POLICY	PRO. JECT	LOC		
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO				
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				
	HIRED AUTOS				BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS				
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	OCCUR CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
A	OTHER PROFESSIONAL LIABILITY	AEPL1003251	09/01/99	09/01/01	\$500,000 PER CLAIM \$500,000 AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER	CANCELLATION
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE <i>Armand F. Mauthe</i>

REVISIONS TO THE PROJECT CONSTRUCTION MANUAL
AUGUST 1, 2001

Cover

- ♦ Changed street address to 3151 S. E. Inner Loop.
- ♦ Removed the "Draft" label.

Invitation to Bidders

- ♦ New revised form.

Bid Instructions

- ♦ Changed number of submitted bid sets to five (5).
- ♦ Added Construction Observer to last sentence of Item 19.
- ♦ Changed address under Item 24 to Prime Strategies, Inc.
- ♦ Added Items 34 and 35.

Bid Form

- ♦ Changed name from "Proposal Form" to "Bid Form".
- ♦ Replaced all "Proposal Form" references to "Bid Form".
- ♦ Revised address on the first page to add "Attn.: Ginny Atkinson".
- ♦ Added Fax number and Email address to the signature blocks.
- ♦ Added Footnote No. 2 on the "Schedule of Rates and Prices" to reference major items subject to the 25% limitations.

General Conditions

- ♦ Added the second, third, and last sentences under Item 2.12.
- ♦ Replaced the word "structure" with "Completed Facility" for Item 3.03.
- ♦ Added the words "and their duly Authorized Agents" to:
 - Second sentence of Item 3.12
 - First sentence of Item 3.12
 - Second sentence of Item 3.14
 - First sentence of Item 3.15

Special Conditions

- ♦ Modified the first sentence and added the second sentence for Item XXXV Easements.

approved 8-7-01
John C. Daefler

AGENDA ITEM 34

Consider approving new construction contract on road projects.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve the new construction contract on road projects.

Vote: **5 - 0**

< Attachment >

REVISIONS TO THE PROJECT CONSTRUCTION MANUAL
AUGUST 1, 2001

Cover

- ♦ Changed street address to 3151 S. E. Inner Loop.
- ♦ Removed the "Draft" label.

Invitation to Bidders

- ♦ New revised form.

Bid Instructions

- ♦ Changed number of submitted bid sets to five (5).
- ♦ Added Construction Observer to last sentence of Item 19.
- ♦ Changed address under Item 24 to Prime Strategies, Inc.
- ♦ Added Items 34 and 35.

Bid Form

- ♦ Changed name from "Proposal Form" to "Bid Form".
- ♦ Replaced all "Proposal Form" references to "Bid Form".
- ♦ Revised address on the first page to add "Attn.: Ginny Atkinson".
- ♦ Added Fax number and Email address to the signature blocks.
- ♦ Added Footnote No. 2 on the "Schedule of Rates and Prices" to reference major items subject to the 25% limitations.

General Conditions

- ♦ Added the second, third, and last sentences under Item 2.12.
- ♦ Replaced the word "structure" with "Completed Facility" for Item 3.03.
- ♦ Added the words "and their duly Authorized Agents" to:
 - Second sentence of Item 3.12
 - First sentence of Item 3.12
 - Second sentence of Item 3.14
 - First sentence of Item 3.15

Special Conditions

- ♦ Modified the first sentence and added the second sentence for Item XXXV Easements.

AGENDA ITEM 35

Discuss and take any appropriate action on road bond program.

Mike Weaver of Prime Strategies, Inc., addressed the court on road bond issues. No action was taken on this agenda item.

AGENDA ITEM 36

Discuss and take any appropriate action on jail/courthouse annex expansion.

No action was taken on this agenda item.

< Attachment >

PROJECT BUDGET for DESIGN

PAGE 1
7/30/01

PROJECT NO.:

STAGE & PROJECT NAME: Criminal Justice Center Expansion

DATE:

PROJECT A/E: Durrant

DESIGN-BUILD CONTRACTOR: Landmark Organization

PROJECT MANAGER: Gilbert Gallegos

Owner: Williamson County

PROJECT BUDGET As of:

	Courthouse 7/30/01	Jail 7/30/01	REMARKS:	Courthouse 7/30/01	Jail 7/30/01
1. Construction Cost	\$8,800,000	\$32,680,662	a. Refer to below for itemized breakdown		
2. Construction Cost Escalation					
3. Subtotal (CCL)	\$8,800,000	\$32,680,662			
4. Special Cash Allowances	incl.	incl.			
5. Construction Contingency	\$400,000	\$0			
6. Subtotal Contract Award	\$9,200,000	\$32,680,662			
7. Bid Contingency (5% of line 6)	\$200,000	\$200,000	11. Other Work, Testing		
8. A/E Fees (Plus CM for Courthouse)	\$1,200,000	incl. in 6. above	a. Test and Air Balance	\$50,000	\$50,000
9. Movable Furnishings, Contractor Managed	\$0	\$0	b. Vibrations Testing	\$5,000	\$0
10. Movable Furnishings, Owner Managed	\$800,000	\$450,000	c. Materials Testing	\$20,000	\$50,000
11. Other Work, Testing	\$75,000 a.	\$100,000 a.	Total	\$75,000	\$100,000
12. Other Work, Owner Managed	\$150,000 a.	\$75,000 a.			
13. Miscellaneous Expenses	\$450,000 a.	\$450,000 a.	12. Other Work, Owner Managed		
14. Project Contingency	\$225,000	\$244,338	a. Staff Move	\$15,000	\$0
15. Subtotal	\$12,300,000	\$34,200,000	b. Telephone System	\$40,000	\$0
16. Other Project Costs	\$0	\$0	c. Computer Network	\$75,000	\$0
17. TOTAL PROJECT COSTS	\$46,500,000 =	\$34,200,000 +	d. Security System	\$10,000	\$0
18. Cost Per Gross Square Foot			e. Replacement Parts	\$0	\$0
a. Construction (Line 6)	\$114.22	#DIV/0!	f. Vendor Fit - Up Support	\$0	\$50,000
b. TPC (Line 17)	\$152.71	#DIV/0!	g. Chill Water Distribution System	\$0	\$0
19. Thermal Energy Available (Yes/No)	Yes	Yes	h. Miscellaneous	\$10,000	\$25,000
20. Solar Structures Act Applies (Yes/No-new GSF in proj.)	Yes	Yes	Total	\$150,000	\$75,000
21. TPC Fund Sources & Amounts	Certificate of Obligations				

PROJECT SCOPE

a. New/Addition ASF	\$7,500	\$7,500
b. New/Addition GSF	\$7,500	\$7,500
c. Renovated ASF	\$0	\$0
d. Renovated GSF	\$0	\$0
	\$10,000	\$10,000
	\$7,500	\$7,500
	\$1,500	\$1,500
	\$2,500	\$2,500
	\$256,000	\$56,000
	\$150,000	\$350,000
	\$450,000	\$450,000

GUIDELINES FOR USE:

1. Construction Cost - Buildings w/fixed equipment, sitework, infrastructure, thermal energy
4. Special Cash Allowances - Fees, permits, allowances, novated proprietary work (EMS)
8. A/E Fees - Basic fee, additional services, as-builts, contingency
11. Other Work, OFPC Managed - Materials testing, TAB, other contracts
12. Other Work, Institution Managed - Equipment, systems, make-ready, other contracts
13. Miscellaneous Expenses - Surveys, soils tests, ads, printing, partnering, contingency

AGENDA ITEM 37

Discuss pending litigation: Carolyn Barnes v. Madison, Oswald, Barbara Thompson, Alan Thompson, Willie Richards, city of Round Rock and Round Rock Police Dept., Williamson Co and Williamson Co Commissioners Court and various other co-conspirators (EXECUTIVE SESSION REQUESTED as per VTCA Govt Code 551.071 consultation with attorney).

The Executive Session was canceled.

AGENDA ITEM 38

Discuss and take any appropriate action on pending litigation: Carolyn Barnes v. Madison, Oswald, Barbara Thompson, Alan Thompson, Willie Richards, City of Round Rock and Round Rock Police Dept., Williamson Co. and Williamson Co. Commissioners Court and various other co-conspirators.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To retain Mike Davis for representation in the Carolyn Barnes case.

Vote: 5 - 0

AGENDA ITEM 39

Comments from commissioners.

Commissioner Heiligenstein inquired about support from the court for the Round Rock Health Clinic, and mentioned that the court also needs to be more involved in environmental issues.

COMMISSIONERS' COURT RECESSED AT 11:37 A.M. ON TUESDAY, AUGUST 7, 2001.

COMMISSIONERS' COURT RECONVENED AT 1:53 P.M. ON TUESDAY, AUGUST 7, 2001.

BUDGET WORK SESSION

The following persons addressed the court at the budget work session:

Joe Latteo, Maintenance Department
Jim Wilson, Constable Precinct 2
John Willingham, Human Resources/Elections Department
Karen Wilson, County & Cities Health District
Bonnie Wolbrueck, District Clerk
Bobby Gutierrez, Constable Precinct 3
Marty Ruble, Constable Precinct 4
Edna Staudt, Justice of the Peace Precinct 2
John Sneed, EMS Department
John Maspero, Sheriff

COMMISSIONERS' COURT ADJOURNED AT 3:35 P.M. ON TUESDAY, AUGUST 7, 2001.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 170, inclusive had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 14th day of August, 2001.


John C. Doerfler, County Judge

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,
Commissioners' Court, Williamson County, Texas

By: 
Deputy Clerk