

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
FEBRUARY 26TH, 2013
9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Division.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, Wire Transfers and Electronic Payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.

(Items 5 – 9)

5. Discuss and consider approving line item transfers for the Tax Assessor/Collector.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0499-001101	P/T Salaries 20-30 Hrs/Wk	\$3,000.00		<input type="checkbox"/>
To	0100-0499-001107	Temp Labor-Seasonal Help	\$3,000.00		<input type="checkbox"/>

6. Consider approving the Treasurer's Report on the Williamson County Finances for January 2013.
7. Discuss and consider approving Precinct 1 Constables 2011 Racial profiling report.
8. Consider approving property tax collections for the month of January 2013 for the Williamson County Tax Assessor/Collector.
9. Consider approving property tax refunds over \$2,500.00 for the month of January 2013 for the Williamson County Tax Assessor/Collector.

REGULAR AGENDA

10. Discuss and approve resolution honoring former County Commissioner Carl Lidell for his 90th birthday.
11. Discuss and take appropriate action on holding Commissioners Court on March 12, 2013.
12. Discuss and take appropriate action regarding appointment of Justice of the Peace Pct. 3 for the remainder of the term ending on December 31, 2014 which has been vacated by retiring Justice of the Peace Pct. 3.
13. Discuss and take action on the implementation of a burn ban for Williamson County for a period not to exceed 90 days and to authorize the County Judge to terminate the ban when drought conditions improve or the threat of uncontrolled wildfire has decreased.
14. To discuss and take appropriate action on the Department of Infrastructure's projects and issues update.
15. Discuss and take appropriate action on road bond program.
16. Discuss and consider approving Terracon Consultants, Inc. Professional Service Agreement (PSA) for geotechnical engineering and construction materials services as requested.
17. Consider approving Change Order No. 1 in the amount of \$13,145.00 for CR 138, a Road Bond project in Precinct Four.
18. Discuss and take appropriate action regarding ESO Payments for year 2013.
19. Discuss and take appropriate action regarding RFP process for public involvement firm.
20. Discuss and take appropriate action on an Advance Funding Agreement between Williamson County, the City of Round Rock and TXDOT for a CAD incident data sharing project.
21. Discuss and consider approving a master agreement with Kronos for the purchase of software, hardware and professional educational services.
22. Discuss and take appropriate action on Medicaid 1115 Waiver, including but not limited to Uncompensated Care (UC) and Delivery System Reform Incentive Payment (DSRIP) projects and related agreements.
23. Discuss and take appropriate action on 83rd Legislature and related bills and areas of interest.
24. Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the County Wide Records Management Fund

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
	0390-0390-004550	Cty Wide Rec Mgmt/Imaging	\$41,456		<input type="checkbox"/>

25. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the HazMat department:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0000.342801	HazMat Training Fees	\$16,800.00	01	<input type="checkbox"/>

26. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the HazMat department:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0542.004228	HazMat Training Program	\$16,800.00	01	<input type="checkbox"/>

27. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for February 2013 Extra Duty and Voluntary Duty:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0000.341220	Vol Duty Revenue, SO	\$15,854.09	01	<input type="checkbox"/>
	0100.0000.341240	Ex Duty Revenue, SO	\$34,721.30	02	<input type="checkbox"/>
	0100.0000.341221	Revenue, Const 1	\$2,211.94	03	<input type="checkbox"/>
	0100.0000.341222	Revenue, Const 2	\$1,915.88	04	<input type="checkbox"/>
	0100.0000.341223	Revenue, Const 3	\$9,023.27	05	<input type="checkbox"/>
	0100.0000.341224	Revenue, Const 4	\$656.75	06	<input type="checkbox"/>
	0100.0000.341226	Revenue, Juv	\$709.70	07	<input type="checkbox"/>

28. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for February 2013 Extra Duty and Voluntary Duty pay:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0551.001117	Payroll, Const 1	\$1,000.00	01	<input type="checkbox"/>
	0100.0551.001118	Payroll, Const 1	\$875.00	02	<input type="checkbox"/>
	0100.0551.002010	FICA, Const 1	\$143.44	03	<input type="checkbox"/>
	0100.0551.002020	Retirement, Const 1	\$99.75	04	<input type="checkbox"/>
	0100.0551.002050	Worker's Comp, Const 1	\$93.75	05	<input type="checkbox"/>
	0100.0552.001118	Payroll, Const 2	\$1,544.44	06	<input type="checkbox"/>
	0100.0552.002010	FICA, Const 2	\$118.15	07	<input type="checkbox"/>
	0100.0552.002020	Retirement, Const 2	\$176.07	08	<input type="checkbox"/>
	0100.0552.002050	Worker's Comp, Const 2	\$77.22	09	<input type="checkbox"/>
	0100.0553.001117	Payroll, Const 3	\$8,010.00	10	<input type="checkbox"/>
	0100.0553.002010	FICA, Const 3	\$612.77	11	<input type="checkbox"/>
	0100.0553.002050	Worker's Comp, Const 3	\$400.50	12	<input type="checkbox"/>
	0100.0554.001117	Payroll, Const 4	\$583.00	13	<input type="checkbox"/>
	0100.0554.002010	FICA, Const 4	\$44.60	14	<input type="checkbox"/>
	0100.0554.002050	Worker's Comp, Const 4	\$29.15	15	<input type="checkbox"/>
	0100.0560.001117	Vol Duty, SO	\$12,151.78	16	<input type="checkbox"/>
	0100.0560.001118	Extra Duty, SO	\$27,989.76	17	<input type="checkbox"/>

	0100.0560.002010	FICA, SO	\$3,070.83	18	
	0100.0560.002020	Retirement, SO	\$3,190.83	19	
	0100.0560.002050	Worker's Comp, SO	\$2,007.08	20	
	0100.0570.001117	Payroll, Jail	\$1,921.98	21	
	0100.0570.002010	FICA, Jail	\$147.03	22	
	0100.0570.002050	Worker's Comp, Jail	\$96.10	23	
	0100.0576.001117	Payroll, Juv	\$630.00	24	
	0100.0576.002010	FICA, Juv	\$48.20	25	
	0100.0576.002050	Worker's Comp, Juv	\$31.50	26	

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

29. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
1. Proposed or potential purchase or lease of property by the County:
 - a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
 - b) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
 - c) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 projects.
 - d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd.
 - e) Discuss proposed acquisition of property for proposed SH 29 project.
 - f) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
 - g) Discuss proposed acquisition of property for right-of-way along CR 170.
 - h) Discuss proposed acquisition and/or sale of property for Arterial H.
 - i) Discuss proposed acquisition of property for right-of-way for the Pond Springs Rd. project.
 - j) Discuss proposed acquisition of property for right-of-way for future parkland in Precinct 2.
 - k) Discuss proposed acquisition of property for right-of-way for Neenah Dr.
 - l) Discuss proposed acquisition of property for right-of-way for Pearson Blvd.
 - m) Discuss proposed acquisition of property for right-of-way for FM 1460.
 - n) Discuss County owned real estate adjacent to and near Inner Loop, Georgetown, Texas.
30. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County.
 - b) Status Update-Pending Cases or Claims;
 - c) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
 - d) Civil Action No. 1:10-CV-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
 - e) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division

- f) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division;
- g) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division
- h) Employment related matters.
- i) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- j) Civil Action No. 1:11-cv-907, Sarah Doe et al. v. Jerald Neveleff et al., In the United States District Court for the Western District of Texas Austin Division
- k) Mortgage Electronic Recording Systems (MERS) litigation.
- l) Legal matters regarding the Williamson County Justice Center Parking Garage
- m) Civil Action No. A12CV0062LY; Kevin Jones v. Williamson County Sheriff's Office; In the United States District Court for the Western District of Texas, Austin Division.
- n) Civil Action No. 1:12-CV-190-LY; Steven Hester v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division.
- o.) Cause No. 12-0721-C277; W. Paul Reed et al. v. Williamson County et al.; In the District Court of Williamson County, Texas; 277th District Court
- p.) Civil Action No. A12CV00543; Kevin Jones v. Williamson County and Williamson County Sheriff's Office; In the United States District Court for the Western District of Texas, Austin Division.
- q.) Hot-Mix overlay contract and performance issues
- r.) Complaints regarding the November 6, 2012 elections

- 31. Deliberate the evaluation and/or duties of the Legal Advisor to the Williamson County Commissioners Court, Hal C. Hawes (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.074 – Personnel Matters).
- 32. Discuss and take appropriate action on real estate.
- 33. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
 - a) Litigation or claims or potential litigation or claims against the County or by the County.
 - b) Status Update-Pending Cases or Claims;
 - c) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
 - d) Civil Action No. 1:10-CV-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
 - e) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division
 - f) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division;
 - g) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division
 - h) Employment related matters.
 - i) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - j) Civil Action No. 1:11-cv-907, Sarah Doe et al. v. Jerald Neveleff et al., In the United States District Court for the Western District of Texas Austin Division
 - k) Mortgage Electronic Recording Systems (MERS) litigation.
 - l) Legal matters regarding the Williamson County Justice Center Parking Garage
 - m) Civil Action No. A12CV0062LY; Kevin Jones v. Williamson County Sheriff's Office; In the United States District Court for the Western District of Texas, Austin Division.
 - n) Civil Action No. 1:12-CV-190-LY; Steven Hester v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division.
 - o) Cause No. 12-0721-C277; W. Paul Reed et al. v. Williamson County et al.; In the District Court of

Williamson County, Texas; 277th District Court

p.) Civil Action No. A12CV00543; Kevin Jones v. Williamson County and Williamson County Sheriff's Office; In the United States District Court for the Western District of Texas, Austin Division.

q.) Hot-Mix overlay contract and performance issues

r.) Complaints regarding the November 6, 2012 elections

34. Discuss and take appropriate action regarding the evaluation and/or duties of the Legal Advisor to the Williamson County Commissioners Court, Hal C. Hawes.

35. Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2013 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**5.****Meeting Date:** 02/26/2013

Line Item Transfer - Part Time Salaries

Submitted For: Deborah Hunt**Submitted By:** Cathy Atkinson, County Tax Assessor
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider approving line item transfers for the Tax Assessor/Collector.

Background

Part time personnel needs in the tax office change throughout the year, this will transfer funds into the appropriate line items to cover salaries for the rest of the year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0499-001101	P/T Salaries 20-30 Hrs/Wk	\$3,000.00	
To	0100-0499-001107	Temp Labor-Seasonal Help	\$3,000.00	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/21/2013 10:21 AM
Budget Office	Ashlie Blaylock	02/21/2013 10:57 AM
Form Started By: Cathy Atkinson		Started On: 02/21/2013 09:28 AM
	Final Approval Date: 02/21/2013	

Commissioners Court - Regular Session

6.

Meeting Date: 02/26/2013

Treasurers Report on the Williamson County Finances January 2013

Submitted For: Vivian Wood

Submitted By:

Celia Villarreal,
County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Consider approving the Treasurer's Report on the Williamson County Finances for January 2013.

Background

Attachments

Treasurers Report on the Williamson County Finances Jan 2013

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/20/2013 03:06 PM
Form Started By: Celia Villarreal		Started On: 02/19/2013 01:53 PM
	Final Approval Date: 02/20/2013	

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF VIVIAN L. WOOD
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
FEBRUARY TERM 2013

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____ day of _____, 2013, at the Regular term of Court, we compared and examined the monthly report of VIVIAN L. WOOD, Treasurer of Williamson County, Texas, for **JANUARY 2013**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$330,294,316.05.

Dan A. Gattis, County Judge

Lisa Birkman, Commissioner Pct. 1

Cynthia Long, Commissioner Pct. 2

Valerie Covey, Commissioner Pct .3

Ron Morrison, Commissioner Pct .4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____ day _____, A.D., 2013.

Attest: Nancy E. Rister, County Clerk
Clerk of the Commissioners Court in and for
Williamson County, Texas

By: Deputy

AGENDA DATE _____ AGENDA NUMBER _____

LONG TERM INVESTMENT SECURITIES BALANCE

Account Name	Balance January 31, 2013
GENERAL FUND	\$ 13,447,956.94
TOBACCO FUNDS	\$ 3,000,000.00
DEBT SERVICE	\$ 7,486,500.00
ROAD & BRIDGE	\$ 8,966,319.44
COUNTY CLERK RECORDS ARCHIVE	\$ 1,000,000.00
FUTURE ENVIRONMENTAL LIAB	\$ 300,000.00
CAPITAL PROJECTS FUND	\$ 32,850,425.75
TOTAL	\$ 67,051,202.13

**WILLIAMSON COUNTY
TEXPOOL, TEXPOOL PRIME, TEXSTAR ACCOUNTS**

ACCOUNT NAME	TEXPOOL BALANCE 1/31/13	TEXPOOL PRIME BALANCE 1/31/13	TEXSTAR BALANCE 1/31/13	GRAND TOTAL
COURTHOUSE SECURITY	77,767.76			77,767.76
COUNTY RMP	648,787.99			648,787.99
GENERAL FUND	38,643.06	75,006,619.08		75,045,262.14
LIBRARY FUND	555,716.60			555,716.60
COURT REPORTER SVC	687,021.33			687,021.33
TOBACCO FUNDS	8,419.56	822,112.91		830,532.47
KARST	1,435,407.42			1,435,407.42
CO RECORD ARCHIVE	407,706.54			407,706.54
TCEQ AIR CHECK GRANT	861,909.66			861,909.66
TCEQ LIP	58,275.38			58,275.38
FUTURE ENVIRONMENTAL LIAB		50,115.24		50,115.24
ROAD AND BRIDGE	24,492.07	10,278,651.95		10,303,144.02
TOTAL CO'S & BOND	2,326,373.49	62,445,048.97	9,111,715.87	73,883,138.33
DEBT SERVICE	485,579.97	47,030,478.65		47,516,058.62
BENEFITS		3,197,619.31		3,197,619.31
2008 TAN	97,474.34	3,068,379.06		3,165,853.40
*RESTRICTED FUNDS	1,650,781.61			1,650,781.61
TOTALS	\$ 9,364,356.78	\$ 201,899,025.17	\$ 9,111,715.87	\$ 220,375,097.82

*Includes Child Safety, Records Mgmt/Prsrv Fund County Clerk, Alternate Dispute Resolution Fund, Justice Court Technology

SUMMARY OF THE RECONCILIATION OF BANK ACCOUNTS

Account Name	Bank Balance Per Bank Reconciliation January 31, 2013
GENERAL FUND	\$ 41,486,053.63
PAYROLL	\$ 1,209,226.55
CSCD TREASURER	\$ 172,735.92
TOTAL	\$ 42,868,016.10

Bank Statement Reconciliation Report
Ending January 31, 2013
GENERAL FUND ACCOUNT

BALANCE PER BANK	\$	42,259,188.48
ADD:		
OUTSTANDING DEPOSITS	\$	83.00
SUBTRACT:		
OUTSTANDING CHECKS	\$	(673,217.85)
ENTRY BOOKED IN JANUARY, BANK DEBIT IN FEBRUARY		(100,000.00)
RECONCILED BANK BALANCE	\$	<u>41,486,053.63</u>

STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	41,283,146.35
ADD:		
DEPOSITS MADE BUT NOT RECOGNIZED AS REVENUE UNTIL FEBRUARY	\$	6,185,528.49
SUBTRACT:		
BANK DEBIT IN JANUARY, BOOKED IN FEBRUARY		(6,000,000.00)
BANK INTEREST 0.43%	\$	17,378.79
RECONCILED BOOK BALANCE	\$	<u>41,486,053.63</u>

TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>
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NOTES:

Bank Statement Reconciliation Report
Ending January 31, 2013
PAYROLL FUND ACCOUNT

BALANCE PER BANK	\$ 1,257,637.31
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ADD:

SUBTRACT:

PAYROLL OUTSTANDING CHECKS	\$ (4,490.80)
ESCROW OUTSTANDING CHECKS	\$ (43,919.96)

ADJUSTMENTS:

RECONCILED BANK BALANCE	<u>\$ 1,209,226.55</u>
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BOOK BALANCE	\$ 1,209,242.75
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ADD:

OUTSTANDING DEPOSITS	\$ 0.00
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BANK INTEREST EARNED \$642.36 at 0.43%
(Payroll interest is transferred to and booked as revenue in the General Fund.)

ADJUSTMENTS:

PAYROLL CHECK IN BOOKS TWICE	(16.20)
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RECONCILED BOOK BALANCE	<u>\$ 1,209,226.55</u>
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TOTAL DIFFERENCE IN BOOK FROM THE BANK	<u>\$ 0.00</u>
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NOTES:

Bank Statement Reconciliation Report
Ending January 31, 2013
CSCD ACCOUNT

BALANCE PER BANK	\$	188,703.24
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
 SUBTRACT:		
OUTSTANDING CHECKS	\$	(15,967.32)
 RECONCILED BANK BALANCE	\$	<u>172,735.92</u>
<hr/>		
STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	172,636.90
ADD:		
OUTSTANDING DEPOSIT	\$	0.00
 SUBTRACT:		
 BANK INTEREST 0.43%	\$	99.02
 RECONCILED BOOK BALANCE	\$	<u>172,735.92</u>
 TOTAL DIFFERENCE IN BOOK FROM THE BANK	 \$	 <u>0.00</u>

NOTES:

GENERAL FUND TOTAL REVENUES

Account Name	TOTAL January 2013
TOTAL TAXES	\$ 32,440,320.85
TOTAL FEES OF OFFICE	\$ 785,579.71
TOTAL FINES AND FORFEITURES	\$ 353,031.06
TOTAL CHARGES FOR SERVICES	\$ 1,318,050.73
TOTAL INTERGOVERNMENTAL	\$ 205,831.54
TOTAL INVESTMENT INCOME/OTHER	\$ 48,393.01
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TOTAL REVENUES	\$ 35,151,206.90

GENERAL FUND TOTAL EXPENSES

Account Name	TOTAL January 2013	
TOTAL GENERAL GOVERNMENT	\$	1,847,359.92
TOTAL PUBLIC SAFETY	\$	5,390,433.66
TOTAL JUDICIAL	\$	1,494,949.95
TOTAL COMMUNITY SERVICES	\$	193,621.22
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TOTAL EXPENDITURES	\$	8,926,364.75

Commissioners Court - Regular Session

7.

Meeting Date: 02/26/2013

Racial Profiling Report

Submitted For: Robert Chody

Submitted By:

Robert Woodring,
Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving Precinct 1 Constables 2011 Racial profiling report.

Background

Attachments

[Racial Profiling Report PDF](#)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/20/2013 03:06 PM
Form Started By: Robert Woodring		Started On: 02/20/2013 10:02 AM
	Final Approval Date: 02/20/2013	

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name: WILLIAMSON CO. CONST. PCT. 1
Reporting Date: 02/20/2013
TCLEOSE Agency Number: 491101
Chief Administrator: ROBERT CHODY
Agency Contact Information: Phone: 5122448650
Email: rwoodring@wilco.org
Mailing Address:
WILLIAMSON CO. CONST. PCT. 1
1801 E. Old Settlers Blvd., Suite 105
Round Rock, TX 78664

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

WILLIAMSON CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the WILLIAMSON CO. CONST. PCT. 1 from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the WILLIAMSON CO. CONST. PCT. 1 if the individual believes that a peace officer employed by the WILLIAMSON CO. CONST. PCT. 1 has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the WILLIAMSON CO. CONST. PCT. 1 who, after an investigation, is shown to have engaged in racial profiling in violation of the WILLIAMSON CO. CONST. PCT. 1's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: **ROBERT CHODY**

Chief Administrator

WILLIAMSON CO. CONST. PCT. 1

Date: 02/20/2013

WILLIAMSON CO. CONST. PCT. 1
Motor Vehicle Racial Profiling
Information

Number of motor vehicle stops:

1. **142** citation only
2. **0** arrest only
3. **4** both
4. **146 Total** (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

5. **11** African
6. **3** Asian
7. **124** Caucasian
8. **8** Hispanic
9. **0** Middle Eastern
10. **0** Native American
11. **146 Total** (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

12. **0** Yes
13. **146** No
14. **146 Total** (lines 4, 11, 14 and 17 must be equal)

Search conducted?

15. **13** Yes
16. **133** No
17. **146 Total** (lines 4, 11, 14 and 17 must be equal)

Was search consented?

18. **5** Yes
19. **8** No
20. **13 Total** (must equal line 15)

Commissioners Court - Regular Session

8.

Meeting Date: 02/26/2013

Property Tax Collections – January 2013

Submitted For: Deborah Hunt

Submitted By: Sandra Surratt, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Consider approving property tax collections for the month of January 2013 for the Williamson County Tax Assessor/Collector.

Background

Attachments

010113-013113 GWI-RFM

010113-013113 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/21/2013 11:53 AM
Form Started By: Sandra Surratt		Started On: 02/21/2013 11:31 AM
	Final Approval Date: 02/21/2013	

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
January 1-31, 2013

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2012	\$156,202,981.94	\$466,505.27	\$156,669,487.21	\$57,421,043.55	\$15.41	(\$53,806.89)	\$7,255,616.50	\$149,413,870.71	95.37%	95.37%	95.73%
2011 & Prior	\$2,032,777.52	(\$118,339.33)	\$1,914,438.19	\$94,593.78	\$20,625.95	\$1,301.55	\$1,600,331.85	\$314,106.34	16.41%	21.25%	
Rollbacks	\$112,729.04	\$122,827.08	\$235,556.12	\$87,555.04	\$0.00	\$0.00	\$76,938.53	\$158,617.59	67.34%	67.34%	
Total All	\$158,348,488.50	\$470,993.02	\$158,819,481.52	\$57,603,192.37	\$20,641.36	(\$52,505.34)	\$8,932,886.88	\$149,886,594.64	94.38%	94.43%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2012	\$13,689,438.23	\$41,963.42	\$13,731,401.65	\$5,060,894.15	\$1.30	(\$3,542.09)	\$626,750.45	\$13,104,651.20	95.44%	95.44%	95.72%
2011 & Prior	\$149,677.28	(\$7,239.34)	\$142,437.94	\$6,434.49	\$1,382.85	\$85.02	\$120,658.63	\$21,779.31	15.29%	19.83%	
Rollbacks	\$7,541.67	\$8,037.27	\$15,578.94	\$5,735.10	\$0.00	\$0.00	\$5,189.32	\$10,389.62	66.69%	66.69%	
Total All	\$13,846,657.18	\$42,761.35	\$13,889,418.53	\$5,073,063.74	\$1,384.15	(\$3,457.07)	\$752,598.40	\$13,136,820.13	94.58%	94.63%	

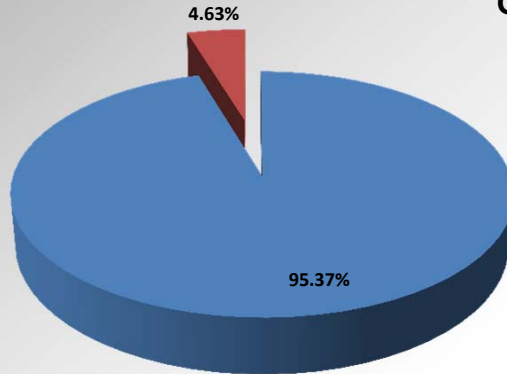
2012 COMBINED MONTHLY BREAKDOWN

Oct-12	\$172,195,145.68	\$72,850.60	\$172,267,996.28	\$3,490,743.49	\$28,790.90	\$248.45	\$168,777,004.34	\$3,490,991.94
Nov-12	\$172,267,996.28	\$160,401.07	\$172,428,397.35	\$8,236,643.00	\$18,043.12	\$381.53	\$160,700,380.88	\$11,728,016.47
Dec-12	\$172,428,397.35	\$174,726.90	\$172,603,124.25	\$88,675,034.14	\$30,396.07	\$70.46	\$72,200,003.18	\$100,403,121.07
Jan-13	\$172,603,124.25	\$105,775.80	\$172,708,900.05	\$62,676,256.11	\$22,025.51	(\$55,962.41)	\$9,685,485.28	\$163,023,414.77

Year to Date Collection Report October 1, 2012 - January 31, 2013

■ YTD Collected ■ YTD Uncollected

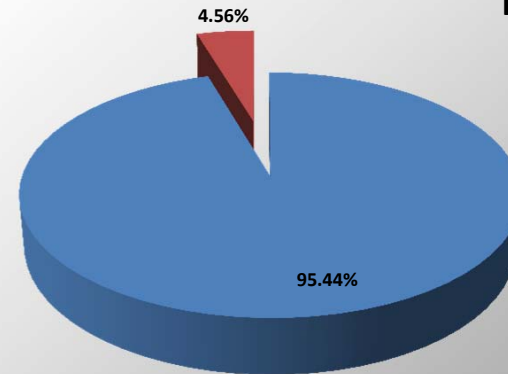
GW



Year to Date Collection Report October 1, 2012 - January 31, 2013

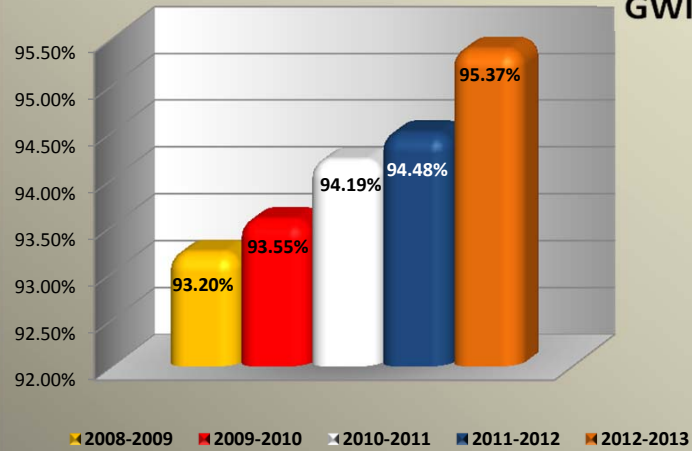
■ YTD Collected ■ YTD Uncollected

RFM



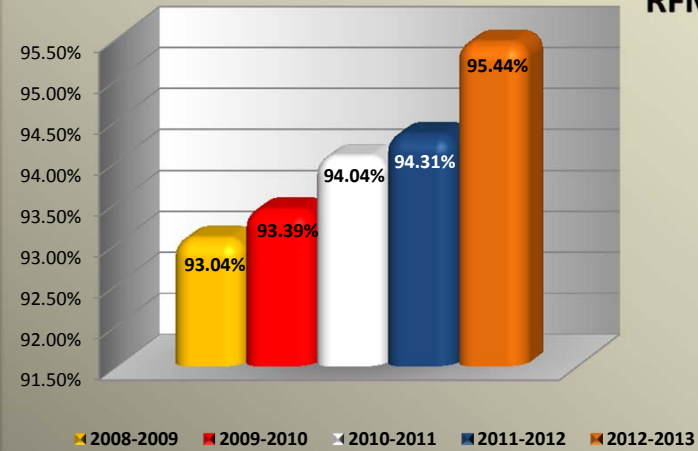
Percent of Roll Collected Comparison January 2009-2013

GW



Percent of Roll Collected Comparison January 2009-2013

RFM



Commissioners Court - Regular Session

9.

Meeting Date: 02/26/2013

Property Tax Refunds – Over 2500 – January 2013

Submitted For: Deborah Hunt

Submitted By: Sandra Surratt, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Consider approving property tax refunds over \$2,500.00 for the month of January 2013 for the Williamson County Tax Assessor/Collector.

Background

Attachments

Court Refunds Jan 13

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/21/2013 11:53 AM
Form Started By: Sandra Surratt		Started On: 02/21/2013 11:38 AM
	Final Approval Date: 02/21/2013	



Date: February 20, 2013

To: Members of the Commissioners Court

From: Deborah M. Hunt, CTA

Subject: Property Tax Refunds

Deborah M Hunt, C T A
Tax Assessor Collector

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

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

Thank you.



WILLIAMSON COUNTY

Main Office:

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

Annex Locations:

1801 E Old Settlers Blvd, Ste 115
Round Rock, Texas 78664
Phone: (512) 943-1601
Fax: (512) 244-8645

350 Discovery Blvd, Ste 101
Cedar Park, Texas 78613
Phone: (512) 943-1601
Fax: (512) 260-4295

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

Property Tax Account QuickReport As of January 31, 2013

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	01/01/2013	44454	Austin Title Company	R055189 - Overpayment	-4,291.71
Check	01/01/2013	44461	DHI Title of Central Texas	R411672 - Overpayment	-3,168.91
Check	01/01/2013	44462	Capital Title of Texas	R483862 - Overpayment	-4,402.04
Check	01/01/2013	44466	Gracy Title, a Stewart Company	R055155 - Overpayment	-4,151.76
Check	01/01/2013	44477	QBE First	Multiple Accounts - Over & Double payments	-9,527.71
Check	01/01/2013	44478	First American Title Company	R441760 - Overpayment	-2,560.55
Check	01/01/2013	44483	HILL NORMAN V & DOROTHY L	R502864 - 2011 Supplement #16	-3,652.27
Check	01/02/2013	44485	Williamson County Tax Office	R437467 - Double payment - Pay back	-4,751.07
Check	01/02/2013	44486	Corelogic Real Estate Tax Service	Multiple Accounts - Over & Double payments	-357,995.52
Check	01/02/2013	44487	Corelogic Real Estate Tax Service	Multiple Accounts - Over & Double payments	-150,318.23
Check	01/02/2013	44488	BAC Tax Services Corporation	Multiple Accounts - Over & Double payments	-49,336.48
Check	01/02/2013	44489	Corelogic Real Estate Tax Service	Multiple Accounts - Over & Double payments	-10,059.76
Check	01/02/2013	44490	Wells Fargo Real Estate Tax Services, LLC	Multiple Accounts - Over & Double payments	-109,581.84
Check	01/09/2013	44496	TSI Title Company of Texas, Inc.	R467148 - Overpayment	-2,938.10
Check	01/12/2013	44534	GRAINGER INDUSTRIAL SUPPLY	P394768 - 2011 Supplement #16	-5,170.61
Check	01/12/2013	44607	INTERNATIONAL BANK OF COMMERCE LAREDO TEX	R489764 - 2009-2010 Supplements	-26,007.26
Check	01/12/2013	44608	AMERICAN INNOVATIONS INC	P463877 - 2010 Supplement #27	-6,266.86
Check	01/12/2013	44624	H E BUTT GROCERY CO	R448044 - 2011 Agreed Judgment	-91,498.01
Check	01/12/2013	44625	HEB GROCERY COMPANY L P	Multiple Accounts - 2011 Agreed Judgment	-16,479.66
Check	01/12/2013	44626	H E BUTT INC	Multiple Accounts - 2011 Agreed Judgment	-11,236.37
Check	01/12/2013	44627	HEB GROCERY COMPANY L P	R452448 - 2011 Agreed Judgment	-13,405.34
Check	01/12/2013	44628	H E BUTT GROCERY COMPANY	R416110 - 2011 Agreed Judgment	-5,096.48
Check	01/14/2013	44639	BAC Tax Services Corporation	R335167 - Erroneous payment	-4,811.54
Check	01/14/2013	44643	Austin Title Company	R411931 - Overpayment	-2,531.11
Check	01/14/2013	44650	Transtar National, Inc	R342906 - Overpayment	-3,133.03
Check	01/14/2013	44657	Independence Title Company	R034069 - Double Payment	-3,027.03
Check	01/21/2013	44669	Lereta LLC	Multiple Accounts - Overpayments	-21,240.80
Check	01/21/2013	44671	Mid America Title Company	R453531 - Overpayment	-3,990.93
Check	01/21/2013	44672	Madison at Georgetown Cotenancy	Multiple Accounts - Double payments	-9,386.20
Check	01/21/2013	44673	Colonial Savings	Multiple Accounts - Overpayments	-26,292.90
Check	01/23/2013	44692	Williamson County Tax Office	R508353 - Double payment - Pay back	-3,654.65
Check	01/23/2013	44693	Wells Fargo Home Mortgage	Multiple Accounts - Double payments	-6,058.14
Check	01/29/2013	44698	Trinity Title of Texas, LLC	R488077 - Overpayment	-4,161.02
Check	01/29/2013	44699	Pulte Mortgage	R513195 - Overpayment	-3,687.89
Check	01/29/2013	44707	Austin Title Company	R394216 - Overpayment	-6,359.09
Check	01/29/2013	44709	Corelogic Real Estate Tax Service	Multiple Accounts - Over & Double payments	-154,533.77
Check	01/29/2013	44714	Austin Title Company	R066315 - Overpayment	-2,798.96
Check	01/29/2013	44719	Independence Title Company	R472154 - Overpayment	-2,502.35

Property Tax
Account QuickReport
As of January 31, 2013

Type	Date	Num	Name	Memo	Amount
Check	01/29/2013	44726	Central Mortgage Company	R486524 - Double payment	-3,680.24
Check	01/29/2013	44741	Albert Priesmeyer Estate % Larry Zeplin	Multiple Accounts - Double Payments	-3,632.54
Total Refunds Payable - Taxpayers					-1,157,378.73
TOTAL					-1,157,378.73

Commissioners Court - Regular Session

10.

Meeting Date: 02/26/2013

Carl Lidell Resolution

Submitted For: Dan Gattis

Submitted By:

Wendy Coco, County
Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and approve resolution honoring former County Commissioner Carl Lidell for his 90th birthday.

Background

Attachments

Carl Lidell

Form Review

Form Started By: Wendy Coco

Started On: 02/21/2013 01:59 PM

Final Approval Date: 02/21/2013

State of Texas
County of Williamson
Know all men by these presents:

THAT ON THIS, the 26th day of February 2013, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

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

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

RESOLUTION

WHEREAS, Carl Everett Lidell was born on February 23, 1923, to Per Reinhold Lidell and Myrtle Marie Wegstrom Lidell at the Wedemeyer Hospital in Taylor, turning 90 years old this year; and

WHEREAS, Carl Lidell grew up on the family farm in Jonah, just north of Hutto, and was a life-long member of the Hutto Lurtheran Church; and

WHEREAS, Carl Lidell graduated from Georgetown High School in 1941 where he played football for three years, then attended Southwestern University in Georgetown from 1941 to 1942 and played guard on their football team, and finally attended the University of Texas in Austin from 1942 to 1943 where he worked part-time for Senator Buchanan at the State Capitol in the Texas Senate; and

WHEREAS, Carl Lidell was a pilot in the United States Navy and logged more than three hundred flight hours from 1943 to 1945 and was honorably discharged from the Navy at which time he reenlisted in the United States Merchant Marines from 1945 to 1946 and was sent to the Pacific Theater during World War II going to Hawaii and Palau; and

WHEREAS, he married Marie Pearson of Hutto on September 17, 1949, and together they raised three sons: John Mark Lidell, Lynn Russell Lidell and Michael Carl Lidell; and

WHEREAS, in 1970, Carl Lidell was one of five founders of the Jonah Water Supply Corporation with one well and 357 original customers, and he served on the board from 1976 to 1988 and was general manager from 1989 to 2001, and was re-elected to the Jonah Water Board in 2004 where he continues to serve; and

WHEREAS, Carl Lidell served as Williamson County Commissioner for Precinct 1 from January 1977 to December 1984; and

WHEREAS, Carl Lidell lost his wife Marie to cancer in 1996 and found love again and married Alice L. “Grace” Bulgerin on November 27, 1998; and

WHEREAS, in 2008, the family farm in Jonah was designated as a recipient of the State of Texas Family Land Heritage Program through the Texas Department of Agriculture for maintaining the land in continuous agricultural production for more than 100 years, and in 2009, Carl and Grace were honored as Volunteers of the Year by the Hutto Chamber of Commerce for their work on behalf of Angel Food Ministries through Hutto Lutheran Church, and in 2009, Carl was the recipient of the Distinguished Service Award by Jonah Community, Inc.

NOW THEREFORE BE IT RESOLVED that the Williamson County Commissioners Court honors Carl Lidell’s 90 years of life and service to his community and Williamson County.

RESOLVED THIS 26th DAY OF FEBRUARY, 2013

Lisa L. Birkman, Commissioner Precinct One

Cynthia P. Long, Commissioner Precinct Two

Valerie Covey, Commissioner Precinct Three

Ron Morrison, Commissioner Precinct Four

Dan A. Gattis, County Judge

ATTEST: Nancy E. Rister, County Clerk

Commissioners Court - Regular Session**11.****Meeting Date:** 02/26/2013

Court Date

Submitted For: Dan Gattis**Submitted By:**Wendy Coco, County
Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on holding Commissioners Court on March 12, 2013.

Background

This date is the week of Spring Break.

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Reviewed By

Wendy Coco

Date

02/20/2013 03:56 PM

Form Started By: Wendy Coco

Started On: 02/20/2013 03:47 PM

Final Approval Date: 02/20/2013

Commissioners Court - Regular Session

12.

Meeting Date: 02/26/2013

JP 3

Submitted By: Wendy Coco, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding appointment of Justice of the Peace Pct. 3 for the remainder of the term ending on December 31, 2014 which has been vacated by retiring Justice of the Peace Pct. 3.

Background

Form Review

Form Started By: Wendy Coco

Started On: 02/22/2013 11:21 AM

Final Approval Date: 02/22/2013

Commissioners Court - Regular Session**13.****Meeting Date:** 02/26/2013

Burn Ban

Submitted For: Jarred Thomas**Submitted By:** Jarred Thomas, Emergency
Management**Department:** Emergency Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take action on the implementation of a burn ban for Williamson County for a period not to exceed 90 days and to authorize the County Judge to terminate the ban when drought conditions improve or the threat of uncontrolled wildfire has decreased.

Background

Williamson County continues to experience a persistent drought. The conditions for an uncontrolled wildfire vary week to week and are monitored closely. The most up to date Williamson County Keetch Byrum Drought Index (KBDI) and wildfire data will be provided during Commissioner's Court as necessary to support the implementation of the "Burn Ban". Weeks in which conditions do not warrant the implementation of a ban may or may not include the submittal of additional documentation.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/14/2013 11:46 AM
Form Started By: Jarred Thomas		Started On: 02/14/2013 11:25 AM
	Final Approval Date: 02/14/2013	

Commissioners Court - Regular Session**14.****Meeting Date:** 02/26/2013

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

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

Information**Agenda Item**

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

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/31/2013 02:20 PM
Form Started By: Lydia Linden		Started On: 01/25/2013 04:49 PM
	Final Approval Date: 01/31/2013	

Commissioners Court - Regular Session

15.

Meeting Date: 02/26/2013

Road Bond

Submitted By: Wendy Coco, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on road bond program.

Background

Form Review

Form Started By: Wendy Coco

Started On: 02/21/2013 02:23 PM

Final Approval Date: 02/21/2013

Commissioners Court - Regular Session**16.****Meeting Date:** 02/26/2013

Terracon Geotechnical PSA

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

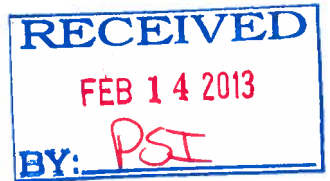
Information**Agenda Item**

Discuss and consider approving Terracon Consultants, Inc. Professional Service Agreement (PSA) for geotechnical engineering and construction materials services as requested.

Background

AttachmentsTerracon_Geotechnical_PSA**Form Review**

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	02/20/2013 05:53 PM
Jalyn Morris	Jalyn Morris	02/21/2013 07:33 AM
County Judge Exec Asst.	Wendy Coco	02/21/2013 10:21 AM
Form Started By: Marie Walters		Started On: 02/20/2013 04:20 PM
	Final Approval Date: 02/21/2013	



Contract No. Terraccon Consultants, Inc.
Geotechnical Engineering
Construction Materials
Services

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
- ☐ 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 pre-qualif. list
 - ☐ 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

Contract No. _____

Notices (as applicable)

- ☐ 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

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Contract No. _____

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

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

WHEREAS, **County** proposes to construct various projects within County limits which will require geotechnical and material testing services;

WHEREAS, **County** desires to obtain professional services for on-call Geotechnical Engineering and Construction Materials Services as requested (**the "Project"**);

WHEREAS, **Engineer** has the professional ability and expertise to fulfill the requirements of the **Project**.

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

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

- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County 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**, as applicable:
 - a. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. International Building Code, current edition as updated
 - i. National Electrical Code, latest edition
 - j. Williamson County Design Criteria & Project Development Manual, latest edition
 - k. TxDOT Bridge Division Foundation Manual, latest edition

 - 3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.

 - 4. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.

 - 5. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III Fee Schedule

- A. For and in consideration of the performance by **Engineer** of the work described in the Scope of Services, **County** shall pay and **Engineer** shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by **Engineer** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services **Engineer** shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of **Engineer's** services as basic or additional services under this agreement, the reasonable 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 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 agreed upon number of 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 and/or as set out in a Work Authorization issued by County.
- 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 resumed in full force and effect within sixty (60) days of receipt by **Engineer** of written Notice of Reinstatement from **County**. **Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and

made a part hereof. In the event such suspension of the **Project** or the **Engineer's** services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. **County** may unilaterally terminate this Agreement for reasons other than substantial failure by **Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Engineer** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Engineer** shall be liable for any additional costs incurred by **County**.
- F. 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.
- 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* reasonable 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*, subject to additional compensation for work provided beyond the original Scope of Services; provided, however, *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. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final engineering work products, *Engineer* shall without additional compensation perform any work required as a result of *Engineer's* development of the products which is found to be in error or omission due to *Engineer's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Engineer's* work products as complete, accepted, or approved under this Agreement, the decision of the *County 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* constructible, *Engineer* shall do so without additional compensation. In the event of any dispute over the classification of *Engineer's* services as Basic or Additional Services under this Agreement, the decision of the *County 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*.
- 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 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), 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 in the same locale.
- 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 or employee of **Engineer** shall be classified as an employee of **County**.

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by **Engineer** are the property of **County** and upon completion of the work or termination of this Agreement or as otherwise instructed by **County** and/or **County 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 or use on any other project not related to *Engineer’s* services, without the specific written consent of *Engineer*. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X Maintenance of and Right of Access to Records

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

Section XI Miscellaneous

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

- B. **Venue and Governing Law.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

- C. **Equal Opportunity in Employment.** *Engineer* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.

- D. **Certificate of Engineer.** *Engineer* certifies that neither *Engineer* nor any members of *Engineer's* firm has:
 - (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for *Engineer*) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for *Engineer*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER: Terracon Consultants, Inc.
5307 Industrial Oaks Blvd., Suite 160
Austin, Texas 78735
Attn: Jerry R. Weathers, P.E.

COUNTY: Williamson County Judge
Dan Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Hal C. Hawes
Legal Advisor
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

OK
m 2/18/2013

and to: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: HNTB
14 Galloping Road
Round Rock, Texas 78681
Attn: James Klotz, P.E.

and to: Williamson County Director of Infrastructure
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
Attn: Robert B. Daigh, P.E.

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.

- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of **County** and **Engineer** and their respective successors, executors, administrators, and assigns. Neither **County** nor **Engineer** may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** **Engineer** shall provide to **County 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. **Definition of Engineer.** The term "**Engineer**" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

- O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. ***Entity Status.*** By my signature below, I certify that ***Engineer*** is a corporation, duly authorized to transact and do business in the State of Texas.
- Q. ***Independent Contractor Relationship.*** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- R. ***Construction.*** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- S. ***No Waiver of Immunities.*** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to ***County***, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. ***County*** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. ***Interest and Late Payments.*** ***County's*** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by ***County*** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by ***County*** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of ***County's*** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, ***County*** shall notify the party requesting payment of such an invoice of the discrepancy. Following ***County's*** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. ***County*** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. ***County's*** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- U. ***Texas Public Information Act.*** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **County**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to **County** as to whether or not the same are available to the public. It is further understood that **County's** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that **County**, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to **County** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

- V. ***Acknowledgement.*** As a duly authorized representative of **Engineer**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Engineer** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

- W. ***Governing Terms and Conditions.*** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.

- X. ***Entire Agreement.*** This Agreement represents the entire and integrated Agreement between **County** and **Engineer** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both **County** and **Engineer**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

Section X Supplemental Terms and Conditions

- A. ***Consequential Damages.*** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

- B. ***Testing and Observations.*** **County** understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. **Engineer** will provide test results and opinions based on tests and field observations only for the work tested. **County** understands that testing and observation are not continuous or exhaustive, and are conducted to reduce -

not eliminate - project risk. **County** agrees to the level or amount of testing performed and the associated risk. **County** is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling **Engineer** so **Engineer** can perform these Services. **Engineer** is not responsible for damages caused by services not performed due to a failure to request or schedule **Engineer's** services. **Engineer** shall not be responsible for the quality and completeness of **County's** contractor's work or their adherence to the project documents, and **Engineer's** performance of testing and observation services shall not relieve **County's** contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. **Engineer** will not supervise or direct the work performed by **County's** contractor or its subcontractors and is not responsible for their means and methods.

- C. **Site Access and Safety.** **County** shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. **Engineer** will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including **County's** contractors, subcontractors, or other parties present at the site.
- D. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. **County** understands **Engineer's** layout of boring and test locations is approximate and that **Engineer** may deviate a reasonable distance from those locations. **Engineer** will take reasonable precautions to reduce damage to the site when performing Services; however, **County** accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- E. **Utilities.** **County** shall provide the location and/or arrange for the marking of private utilities and subterranean structures. **Engineer** shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. **Engineer** shall not be responsible for damage to subterranean structures or utilities that are not called to **Engineer's** attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to **Engineer**.

EXECUTED this _____ day of _____, 201____.

OK
my 2/19/2013

THE ENGINEER:

TERRACON CONSULTANTS, INC.:

WILLIAMSON COUNTY:

BY: 

BY: _____

Printed Name: James Bierschwale

Title: Senior Principal

Williamson County Judge

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 \$300,000.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 **Engineer** shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the **Engineer's** invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 – WORK AUTHORIZATIONS

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

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

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Engineer** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Engineer** shall not be compensated for work made necessary by **Engineer's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$300,000.00, 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**.
- 5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2012-2013 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at www.wilco.org.

ATTACHMENT A

WORK AUTHORIZATION NO. TEMPLATE

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"*).

Part1. 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.

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

EXECUTED this ____ day of _____, 201__.

ENGINEER:
[Insert Company Name HERE]

COUNTY:
Williamson County, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

County Judge
Title

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 *(based on approved rates in PSA Exhibit II executed by Commissioners Court action – additional/new rates cannot be added through a Work Authorization)*

EXHIBIT II
HOURLY RATES

Please see

- 1. Senior Engineer.....\$ _____**
- 2. Graduate Engineer.....\$ _____**
- 3. Technician.....\$ _____**
- 4. Secretary/Clerical.....\$ _____**
- 5. Expert Witness Testimony.....\$ _____**



**SCHEDULE OF SERVICES AND FEES
GEOTECHNICAL ENGINEERING SERVICES
Williamson County, Texas
2013**

Personnel

Senior Principal / Officer / Consultant, P.E., per hour	\$170.00
Principal Geotechnical Engineer, P.E., per hour	\$140.00
Senior Geotechnical Engineer, P.E. / Sr. Geologist, P.G. / Sr. Project Manager, per hour	\$130.00
Project Manager, per hour	\$115.00
Project Geotechnical Engineer, per hour	\$105.00
Staff Geotechnical Engineer, per hour	\$95.00
Field Geologist, P.G., per hour	\$75.00
Senior Engineering Technician, per hour	\$48.00
Engineering Technician, per hour	\$44.00
Drilling / Field Services Coordinator, per hour	\$60.00
Extra Drilling Crew Member, per hour	\$50.00
Draftsman, per hour	\$70.00
Clerical Support /Administrative Staff, per hour	\$48.00

Transportation

Mileage, per mile (IRS Rate)

Reimbursable Expenses

Direct non-salary expenses incurred, identifiable, and not applicable to general overhead are billed at cost for, but not limited to, the following:

Special supplies, permits, equipment, associated drilling, sampling, field testing, on-site facilities, clearing/grading contractors, water trucks, bulldozers, security forces, surveyors, traffic control, or other support services.

OK
my 2/18/2013



**SCHEDULE OF SERVICES AND FEES
GEOTECHNICAL ENGINEERING SERVICES
Williamson County, Texas
2013**

Field Services

Mobilization of Truck-Mounted Drill Rig, each (for sites within 50 mile radius of office)	\$300.00
Addl. Mileage of Truck-Mounted Drill Rig, per mile (for sites beyond 50 mile radius of office)	\$3.50
Minimum Field Charge for Truck-Mounted Drill Rig, per day	\$700.00
Mobilization of Track/ATV-Mounted Drill Rig, each (for sites within 50 mile radius of office) ...	\$500.00
Addl. Mileage of Track/ATV Drill Rig, per mile (for sites beyond 50 mile radius of office)	\$6.00
Minimum Field Charge for Track/ATV-Mounted Drill Rig, per day	\$1,500.00
Drilling Crew hourly rate (two-man crew), per hour	\$250.00
Drilling Crew & Rig Standby Time (two-man crew), per hour	\$250.00
Extra Drilling Crew Member, per hour	\$50.00

Soil Borings, using 3-inch thin-wall tube sampling (Shelby tube) or 2-inch split-barrel sampling (SPT), depths measured from existing ground surface:

0 to 25 feet, per foot	\$14.00
25 to 50 feet, per foot	\$15.50
50 to 75 feet, per foot	\$17.00
75 to 100 feet, per foot	\$18.50
Wash or auger boring, per foot (no sampling)	\$12.00
Additional for Hollow-Stem Augering, per foot	\$6.00

Rock Coring, using Nx core barrel sampling, depths measured from existing ground surface:

Softer Rocks (e.g., Austin, Eagle Ford, Del Rio, Walnut, Glen Rose formations and similar):

0 to 25 feet, per foot	\$18.00
25 to 50 feet, per foot	\$20.00
50 to 75 feet, per foot	\$22.00
75 to 100 feet, per foot	\$24.00

Harder Rocks (e.g., Edwards, Buda, Georgetown, Comanche Peak formations and similar):

0 to 25 feet, per foot	\$20.00
25 to 50 feet, per foot	\$22.00
50 to 75 feet, per foot	\$24.00
75 to 100 feet, per foot	\$26.00

Additional Footage Charge if using Track or ATV-Mounted Drill Rig, per foot

TxDOT Cone Penetration (TCP) tests, each

Grouting of Borings with bentonite or sak-crete, per foot

Rock coring of very hard rocks such as granite, marble, schist, gneiss, etc.

Monitor Well / Piezometer Installation

Interior and/or Limited Access Drilling/Sampling

OK M 2/13/2013



**SCHEDULE OF SERVICES AND FEES
GEOTECHNICAL ENGINEERING SERVICES
Williamson County, Texas
2013**

Laboratory Classification Tests

Atterberg limits, each	\$55.00
Moisture content, each.....	\$8.00
Density Determination (using Shelby tube or SPT sample), each	\$15.00
Specific gravity, each.....	\$70.00
Soil pH, each	\$30.00
Soil Resistivity (Miller box method), each.....	\$125.00
Chloride & Soluble Sulfate Content, TEX-620-J, each	\$75.00

Laboratory Grain Size Tests

Sieve analysis, ASTM C 136, each.....	\$75.00
Percent Passing No. 200 Sieve, ASTM C 117, each.....	\$45.00
Combined ASTM C 136 and C 117, each.....	\$95.00
Hydrometer analysis, ASTM D 422, each	\$125.00

Laboratory Strength and Volume Change Tests

Unconfined Compression Test (soil), each.....	\$30.00
Unconfined Compression Test (rock), each	\$35.00
Triaxial Compression Tests:	
Unconsolidated-Undrained (UU), per circle	\$265.00
Consolidated-Undrained (CU), with pore pressure measurements, per circle.....	\$450.00
Direct Shear Tests:	
On Coarse-Grained Soils, per point.....	\$175.00
On Fine-Grained Soils, per point.....	\$275.00
Absorption Swell Tests:	
Free Swell, each	\$100.00
Single Pressure (at estimated overburden), each.....	\$120.00
Additional Pressures, each.....	\$50.00
Swell Pressure (controlled swell), each	\$300.00
Consolidation Test, regular with increasing load increments (max 6 loads), each	\$440.00
Additional Load Increments, each	\$50.00
Additional Unload-Reload Cycles, per cycle	\$125.00

m/h 2/18/2013



**SCHEDULE OF SERVICES AND FEES
GEOTECHNICAL ENGINEERING SERVICES
Williamson County, Texas
2013**

Other Laboratory Tests and Miscellaneous Items

Flexible Wall Triaxial Permeability Test (Falling Head), each	\$350.00
Optimum Moisture/Maximum Density Relations:	
ASTM D 698, each	\$170.00
ASTM D 1557, each	\$200.00
TEX-113-E, each	\$220.00
TEX-114-E, each	\$180.00
Additional Charge for Coarse Aggregate Correction (ASTM D 4718), each	\$25.00
Relative Density, ASTM D 4253 & D 4254, each	\$275.00
California Bearing Ratio (CBR), each	\$315.00
Soil-Lime Relationship (Lime Series using PI and pH methods), each	\$700.00
Sample Preparation (if required), per hour	\$48.00

Additional Comments

- A three-hour (3) minimum charge is applicable to all trips made for the performance of testing, inspection, cancellations, or consulting services. A minimum charge of 2 hours will be assessed for trips to the project site for sample pick-up only.
- All labor, equipment, and transportation charges are billed on a portal-to-portal basis from our office.
- Court appearances, depositions, etc. will be charged at 1.5 times the quoted hourly rate.
- Unit fees for tests not listed can be quoted on request. If Client requests a test not listed above, tests will be described and a unit fee will be set forth in a Work Authorization or Supplemental Work Authorization that is agreed to in writing by the parties prior to Terracon conducting such test.
- Engineering consultation and evaluation in connection with any laboratory testing or field inspection service will be charged at the appropriate rate.
- Material samples should be submitted in a form that complies with applicable requirements.

OK
M 2/18/2013



**SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
Williamson County, Texas
2013**

Personnel

Senior Principal, per hour	\$170.00
Principal, Officer, per hour	\$140.00
Senior Engineer, per hour	\$110.00
Project Manager, per hour	\$115.00
Senior Engineering Technician, per hour	\$48.00
Construction Materials Technician, per hour	\$44.00
Certified Welding Inspector, per hour	\$66.00

Transportation

Mileage, per mile	(IRS Rate)
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Concrete Field Services

Engineering technician, per hour	\$44.00
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Concrete Tests

Cylinder compression test (ASTM C 31 & C 39), 4"x8", each	\$14.00
Cylinder compression test (ASTM C 31 & C 39), 6"x12", each	\$19.00
Beam flexural test (ASTM C 293 or C 78), each	\$50.00

Masonry Field Services

Masonry technician, per hour	\$48.00
------------------------------------	---------

Masonry Tests:

Compressive strength CMU block (ASTM C 140), each	\$100.00
CMU block absorption only (ASTM C 140), each	\$75.00
CMU Block prism compressive strength (ASTM C 1314), each	\$250.00
Compressive strength of grout prism (ASTM C 1019), each	\$35.00
Compressive strength of mortar cube (ASTM C 780 & C 109), each	\$16.00

OK
M 2/16/2013



**SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
Williamson County, Texas
2013**

Soils Laboratory Tests

Classification

Atterberg limits (ASTM D 4318), each	\$55.00
Sieve analysis (ATM C 136), each	\$75.00
Sieve analysis percent finer than #200 (ASTM C 117), each	\$45.00
Combined sieve analysis (ASTM C 136 and C 117)	\$95.00
Soil pH, each	\$30.00
Chloride & Soluble Sulfate Content, TEX-620-J, each	\$75.00
Hydrometer analysis, ASTM D 422, each	\$125.00
Permeability (Hydraulic Conductivity) (ASTM D 5084), each	\$350.00
Sample Preparation (if required), per hour	\$48.00

Compaction

Optimum moisture / maximum dry density relations (proctors)	
ASTM D698, each	\$170.00
ASTM D1557, each	\$200.00
Additional charge for Coarse Aggregate Correction (ASTM D4718)	\$25.00
TXDOT TEX 113E, each	\$220.00
TXDOT TEX 114E, each	\$180.00
Relative Density (ASTM 4253 and 4254), each	\$275.00

Soils Field Services

In place density / moisture test, nuclear method (ASTM D 2922/ASTM D 3017), minimum 3, each	\$18.00
Field gradation of lime treated soil, each	\$45.00
Depth check of lime treated soil, each	\$25.00
Soil pH value each	\$30.00
Soils technician, per hour	\$44.00
Soil Lime Relationship, (Lime Series) Combined pH and Atterberg Limits	\$700.00

Asphaltic Concrete Services

Asphalt technician (Level 1A and 1B), per hour	\$55.00
Molding specimens (TEX 206F), set of 3	\$57.00
Bulk specific gravity of lab molded specimens, set of 3	\$57.00
Bulk specific gravity of core specimen (TEX 207F), each	\$57.00
Maximum theoretical density (ASTM D 2041 or TEX 227F), each	\$86.00
Hveem stability (ASTM D 1560 or TEX 208F), set of 3	\$95.00
Extraction and Sieve Analysis (ASTM D 2172 or TEX 210F), each	\$225.00
Asphalt coring (6" diameter, minimum 3 per trip) Up to 6" thick, each	\$110.00

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2/18/2017
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**SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
WILLIAMSON COUNTY, TEXAS
2013**

Asphalt coring (6" diameter, minimum 3 per trip) 6 to 10" thick, each\$120.00
Asphalt coring (6" diameter, minimum 3 per trip) 10 to 14" thick, each\$155.00
Asphalt core thickness & density, each\$57.00

Drilled Pier

Senior technician, per hour\$48.00

Wood Truss & Fire Stop

Senior technician, per hour\$60.00

Structural Steel

Visual Inspection by CWI, per hour\$66.00
Ultrasonic Testing, per hourSubcontractor's Cost
Ultrasonic Testing equipment, per daySubcontractor's Cost
Ultrasonic Testing Trip FeeSubcontractor's Cost

Reinforcing Steel Detection

Senior Technician, per hour\$60.00
Hilti Ferrosan equipment, per day\$220.00

Roofing, Waterproofing and EIFS

Project Manager, Senior Roofing Professional, per hour\$125.00
Engineering Technician-Forensics/Roofing/Waterproofing, per hour\$65.00

Reimbursable Expenses

Direct non-salary project expenses for "outside" services are billed at cost. These include but are not limited to the following: travel and lodging, external consultants, environmental analytical tests, drilling, special supplies, permits, equipment, sampling, field testing, on site facilities, clearing/grading contractors, water trucks, bulldozers, security forces, surveyors, traffic control or other support services.

Remarks

A three hour minimum charge is applicable to all trips made for the performance of testing, inspection, cancellations or consulting services. A minimum charge of 2 hours will be assessed for trips to the project site for sample or cylinder pick up only.

All labor, equipment, and transportation charges are billed on a portal to portal basis from our office.

*OK
mly 2/18/2013*



**SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING AND TESTING
WILLIAMSON COUNTY, TEXAS
2013**

Remarks (continued)

Court appearances, depositions, etc. will be charged at 1.5 times the quoted hourly rate.

Unit fees for tests not listed can be quoted on request. If Client requests a test not listed above, tests will be described and a unit fee will be set forth in a Work Authorization or Supplemental Work Authorization that is agreed to in writing by the parties prior to Terracon conducting such test.

Rush testing and inspection services are subject to being charged at 1.5 times the quoted rate.

Engineering consultation and evaluation in connection with any laboratory testing or field inspection service will be charged at the appropriate rate.

Material samples should be submitted in a form that complies with applicable requirements.

Responsive ■ Resourceful ■ Reliable

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.

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 Production Schedule set out in Appendix A and/or as set out in a Work Schedule provided in a particular Work Authorization for Fee Services or Work-Ordered Based Services.

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

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

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

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

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

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

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

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

EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

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

- G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. **Engineer** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII

INSURANCE REQUIREMENTS

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

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including coverage on same for independent contractor(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 combined single limit. **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 \$1,000,000.
- 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 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.

CONSTRUCTION MATERIALS ENGINEERING & TESTING

SCOPE OF SERVICES

When requested, **Engineer** will perform testing and observation services of construction materials to verify compliance with project specifications. Testing will consist of the field and laboratory tests necessary to support the quality control program. Observation activities will typically include inspection, monitoring and site documentation to verify the uniformity of conditions. Typical activities can include the following:

Soils

Field tests most commonly performed include the following:

- In-place density tests (also referred to as compaction tests). There are several methods to test the density of soils in place. The two most common are the nuclear method and the sand cone method. In some areas of the country, the "mica" content of soils will give the nuclear density gauge a false reading, so the sand cone or drive cylinder method are still utilized. Each of these methods has an ASTM criteria that must be followed
- Moisture content tests
- Visual classification of soils
- Dynamic cone penetrometer test (to test bearing capacity in footing excavations)
- Pile load test
- Field CBR (California Bearing Ratio) for pavement thickness recommendations (relevant depending on project location)
- Plate load test (to investigate the stress/strain characteristics of the soil)

In addition to the testing that takes place in the field, laboratory testing of soils is done to verify that soil and rock materials being used during construction meet the requirements of the project plans and specifications.

Some of the more common laboratory soil test includes the following:

- Proctor (moisture density relationship test); there are two types, standard and modified. This test gives you the moisture/density curve and maximum dry density.
- Atterberg Limits (measures plasticity of soils)
- Soil classification
- Gradation and grain size analysis
- Laboratory CBR test
- Relative density test
- Moisture content test
- Triaxial tests to determine shear strength of cohesive or non-cohesive soils

Some of the on-site observation, monitoring and documentation services related to soils that *Engineer* would typically provide are as follows:

- Excavation and grading
- Subgrade proof rolling
- Quantity and placement of structural fill material
- Unsuitable soil or rock removal
- Subgrade preparation and stabilization
- Reinforced earth wall system placement
- Dewatering activities

- Drainage and runoff
- Borrow source documentation
- Lift thickness of new fill material being placed
- Deep foundation installation

Concrete

Common field and lab tests that are done to ensure compliance with project specifications typically include the following:

- Slump test (this will give you an indication as to the water content of the concrete mix; you measure the distance that the concrete "slumps" after you lift the cone that it was poured into)
- Air test (measures the amount of air in the concrete mix)
- Temperature
- Unit weight
- Test specimen preparation (making cylinders)
- Compressive strength

Field observation activities may include:

- batch plant inspection
- visual truck inspection
- placement observations
- reinforcing inspections.

Steel

Field inspection and testing may include:

- Visual inspection of welds and bolted connections
- Non-destructive testing
- X-ray of welds

Asphalt

Testing services for asphalt can include:

- Gradation tests (laboratory)
- Core thickness (field and laboratory)
- In-place density tests (field)
- Marshall density test (laboratory)
- Temperature (field)

Observation, monitoring and documentation services associated with pavements include:

- Review of mix design submittals from pavement contractor for plan and spec conformance
- Batch plant inspections
- Suitability of base course material
- Suitability of sub-grade
- Proofrolling
- Mix temperatures
- Outside temperatures (cannot pave if temperatures are too cold)
- Placement observation
- Thickness of base course and asphalt or concrete pavement material as applied

GEOTECHNICAL ENGINEERING SCOPE OF SERVICES

Geotechnical services to be provided will generally be in the form of a geotechnical report for capital improvement projects planned by Williamson County. At the initiation of a project, **Engineer** would interact with the design team and review the available information regarding the proposed project to come up with a layout of borings that includes boring spacing and depth to allow for a proper evaluation of the subsurface conditions for the project. After performance of appropriate field and laboratory programs, **Engineer** will evaluate the data accumulated in these programs and perform engineering analyses to address the geotechnical parameters desired by the Williamson County and the design team. Typical field, laboratory and engineering analyses phase components are summarized below.

Geotechnical Field Program

An initial site reconnaissance would include site observations of the surface to look for surface features useful to the geotechnical report. **Engineer** would also contact One Call services to locate utilities in public easements. Test boring locations would be measured and staked in preparation for the drilling program. GPS points can be provided for the boring locations via a hand held GPS unit.

A drilling rig and crew would then come on site to drill test borings at the staked locations to the prescribed depths. Sampling would typically consist of Shelby tube samples or the Standard Penetration Test in soils and, when possible, Nx coring in rock. The boreholes would also be checked for the presence of water. Samples would be appropriately prepared in the field and transferred to **Engineer's** laboratory.

Laboratory Testing Program

The sample classifications will be reviewed and a laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, unit dry weights, Atterberg Limits, compressive strength tests, grain-size analyses, and absorption pressure swell test.

Engineering Analyses and Report

The results of our field and laboratory programs will be evaluated by a registered professional geotechnical engineer. Based on the results of our evaluation, an engineering report will be prepared which will detail the results of the testing performed and will provide Logs of Boring and a project layout. The report will also provide geotechnical engineering recommendations which will address the following topics, if pertinent to the project requirements:

- Allowable bearing capacity for appropriate foundation units.
- Anticipated total and differential settlement of foundation units.
- Site preparation and earthwork recommendations.
- Below-grade wall recommendations and lateral earth pressures.
- Below-grade drainage and construction considerations.
- Seismic site classifications.
- Pavement design guidelines.
- Other geotechnical considerations deemed appropriate for the project.

Design Team Consultation and Review of Design Documents

As the design of the proposed utilities progresses, **Engineer** can be consulted as necessary by the design team in regards to questions or additional design considerations that arise subsequent to completion of **Engineer's** geotechnical report. **Engineer** can also review the design plans and specifications for conformance to the recommendations provided in our geotechnical report.

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT

(Previously prequalified by Williamson County under RFQ Number: 11WCRFQ1007)

Commissioners Court - Regular Session**17.****Meeting Date:** 02/26/2013

12IFB00004 CR 138 Change Order No 1

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

Information**Agenda Item**

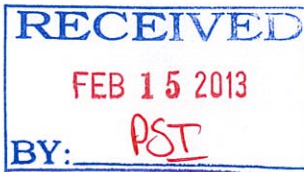
Consider approving Change Order No. 1 in the amount of \$13,145.00 for CR 138, a Road Bond project in Precinct Four.

Background

This Change Orders adds a new Contract item to remove two property fences that encroach into the CR 138 ROW on both sides of Greenridge Drive and install new fences along the ROW. The existing fences are currently located in the center of the proposed ditches on the south side of the roadway. The County has agreed to pay the Contractor to relocate the fences at the correct ROW boundary. This Change Order also adds a new Contract item for the installation of two new water services on the reimbursable Manville WSC waterline relocations. The water services were not included in the original design plans.

Attachments[CR 138 CO 1](#)**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/20/2013 03:07 PM
Form Started By: Tiffany Mcconnell		Started On: 02/20/2013 11:57 AM
	Final Approval Date: 02/20/2013	



Received

FEB 6 2013

HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Aaron Concrete Contractors
2. Change Order Work Limits: Sta. 7+00 to Sta. 44+50
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 3F, 4B (3 Max. - In order of importance - Primary first)

Project: 12IFB00004

Roadway: CR 138

Purchase Order
Number: _____

5. Describe the work being revised:

3F. County Convenience. Additional work desired by the County. This Change Order adds a new Contract item to remove two property fences that encroach into the CR 138 ROW on both sides of Greenridge Drive and install new fences along the ROW. **4B. Third Party Accommodation. Third party requested work.** This Change Order also adds a new Contract item for the installation of two new water services on the reimbursable Manville WSC waterline relocations which were not included in the original design plans.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

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

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

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>1/25/13</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>AARON CASAZA</u></p> <p>Typed/Printed Title <u>PARTNER</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>1</u> Days added on this CO: <u>3</u></p> <p>Amount added by this change order: <u>\$13,145.00</u></p>
--	--

RECOMMENDED FOR EXECUTION:

[Signature] 2/14/13
Project Manager Date

Design Engineer Date

[Signature] 2/18/2013
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date
APPROVED

CHANGE ORDER NUMBER: 1

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)		NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	COST	QUANTITY	ITEM COST	
9999-001	REMOVE EXISTING FENCES & INSTALL NEW WIRE/PVC FENCES	LS	\$11,063.00	0.00	\$0.00	1.00	\$11,063.00			\$11,063.00
9999-002	INSTALL NEW WATER SERVICE	EA	\$1,041.00	0.00	\$0.00	2.00	\$2,082.00			\$2,082.00
TOTALS							\$0.00		\$13,145.00	\$13,145.00

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

CR 138

Williamson County Project No. 12IFB00004

Change Order No. 1

Reason for Change

This Change Orders adds a new Contract item to remove two property fences that encroach into the CR 138 ROW on both sides of Greenridge Drive and install new fences along the ROW. The existing fences are currently located in the center of the proposed ditches on the south side of the roadway. The County has agreed to pay the Contractor to relocate the fences at the correct ROW boundary.

This Change Order also adds a new Contract item for the installation of two new water services on the reimbursable Manville WSC waterline relocations. The water services were not included in the original design plans.

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

ITEM	DESCRIPTION	QTY	UNIT
9999-001	REMOVE EXISITNG FENCES AND INSTALL NEW WIRE/PVC FENCES	1	LS
9999-002	INSTALL WATER SERVICES	2	EA

This Change Order results in a net increase of \$13,145.00 to the Contract amount, for an adjusted Contract amount of \$2,484,016.13. The original Contract amount was \$2,470,871.13. As a result of this and all Change Orders to date, \$13,145.00 has been added to the Contract resulting in a 0.5% net increase in the Contract cost. Three (3) additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Commissioners Court - Regular Session

18.

Meeting Date: 02/26/2013

ESO Payments

Submitted By: Wendy Coco, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding ESO Payments for year 2013.

Background

Form Review

Form Started By: Wendy Coco

Started On: 02/21/2013 02:24 PM

Final Approval Date: 02/21/2013

Commissioners Court - Regular Session

19.

Meeting Date: 02/26/2013

Public Involvement RFP

Submitted For: Dan Gattis

Submitted By:

Connie Watson,
County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding RFP process for public involvement firm.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/20/2013 03:07 PM
Form Started By: Connie Watson		Started On: 02/20/2013 01:34 PM
	Final Approval Date: 02/20/2013	

Commissioners Court - Regular Session**20.****Meeting Date:** 02/26/2013

TXDOT Advance Funding Agreement for CAD to CAD

Submitted By: Richard Semple, Information
Technology**Department:** Information Technology**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on an Advance Funding Agreement between Williamson County, the City of Round Rock and TXDOT for a CAD incident data sharing project.

Background

This agreement provides funding for the City of Round Rock and Williamson County to participate in the creation of a system to allow for sharing of traffic accident location with the Texas Department of Transportation from the County and City's CAD systems. The infrastructure work will be done by the City of Round Rock and the software and platform will be hosted by Williamson County and developed by our public safety software vendor.

There is no cost to the County or City for participation.

AttachmentsAFA**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/21/2013 10:21 AM
Form Started By: Richard Semple		Started On: 02/20/2013 03:08 PM
	Final Approval Date: 02/21/2013	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**NON-CONSTRUCTION
ADVANCE FUNDING AGREEMENT
FOR AN
ON SYSTEM AND OFF SYSTEM
INTELLIGENT TRANSPORTATION SYSTEMS (ITS) DEPLOYMENT PROJECT**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation (TxDOT), called the “State”, and City of Round Rock and Williamson County, acting by and through its duly authorized officials, called collectively the “Local Governments.”

BACKGROUND

Federal law establishes federally funded programs for transportation improvements to implement its public purposes, including the Intelligent Transportation System Deployment Program. Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and Federal funds. The Texas Transportation Commission passed Minute Order Number 108577& 108995, which provides for development of and funding for the Project identified in this agreement. The Governing Body of the Local Governments has approved entering into this agreement by resolution or ordinance dated _____, 2013, & dated _____, 2013, which is attached to and made part of this agreement as Attachment A.

NOW THEREFORE, the State and the Local Governments agree as follows:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the close of ordinary business on August 31, 2014.

2. Scope of Work

The Scope of Work is the Project as detailed in Attachment B, which is attached to and made part of this agreement.

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C – Project Budget Estimate, which is attached and made part of this agreement. The State will pay for

only those Project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Governments for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Governments a copy of the formal documentation showing the obligation of funds including federal award information. The Local Governments are responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- B.** If the Local Governments will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Governments must complete training before a federal spending authority is obligated. Training is complete when at least one individual from each local government who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Governments shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Governments or an employee of a firm that has been contracted by the Local Governments to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Governments have not designated a qualified individual to oversee the Project.
- C.** The State will be responsible for securing the Federal and State share of the funding required for the Project. If the Local Governments is due funds for expenses incurred, these funds will be reimbursed to the Local Governments on a cost basis.
- D.** The Local Governments will be responsible for all non-federal and non-state participation costs associated with the Project, including any overruns in excess of the approved local Project budget. If the State determines that additional funding by the Local Governments is required at any time during the Project, the State will notify the Local Governments in writing. The Local Governments shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- E.** The State will not pay interest on any funds provided by the Local Governments.
- F.** The Local Governments are authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Governments submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Governments for those costs.
- G.** Whenever funds are paid by the Local Governments to the State under this agreement, the Local Governments shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. These funds may only be applied to the Project. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Governments, the State, or the Federal Government will be promptly paid by the owing party. After final Project accounting, if excess funds remain in the escrow account, those funds may be applied by the State to

the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Governments.

- H. If the Project has been approved for a fixed price or incremental payments under 43 TAC §15.52, Attachment C will clearly state the amount of the fixed price or the incremental payment schedule. If the Local governments are an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, Attachment C will reflect those adjustments.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

4. Termination

This agreement may be terminated:

- A. By mutual consent of the parties;
- B. By one party because of a material breach by the other party, in which case the breaching party shall pay any costs incurred because of the breach;
- C. By the State if the Local Governments elect not to provide its share of funding, in which case the Local Governments shall pay for the State's reasonable actual costs during the Project; or
- D. If the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

5. Amendments

Amendments to this agreement shall be in writing and shall be executed by both parties.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any default. All legal remedies may be pursued by either party and shall be cumulative.

7. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:		State:
City of Round Rock Mayor 221 East Main Street Round Rock, TX 78664	Williamson County c/o County Judge 710 Main St., Suite 101 Georgetown, TX 78626	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

8. Legal Construction

If any provision in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this agreement. In that case, this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

9. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

10. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on further use. All documents produced or approved or otherwise created by the Local Governments shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Governments.

11. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from the State, the Local Governments shall furnish the State with satisfactory proof of its compliance with this Article.

12. Sole Agreement

This agreement supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

13. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

14. Procurement and Property Management Standards

The parties shall comply with the procurement standards established in 49 CFR §18.36 the property management standard established in 49 CFR §18.32.

15. Inspection of Books and Records

The parties shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make those materials available to the State and the Local Governments. If the agreement involves federal funds, the same materials shall be made available to the FHWA, the U.S. Office of the Inspector General, and their authorized representatives for review and inspection. Records shall be maintained for four (4) years from the termination of this agreement or until any related litigation or claims are resolved, whichever is later. Additionally, the State, the Local Governments, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

16. Civil Rights Compliance

The Local Governments shall comply with the regulations of the U.S. Department of Transportation (DOT) as they relate to non-discrimination, 49 CFR Part 21 and 23 Part 200, and with Executive Order 11246, as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Governments shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Governments shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Governments shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Governments shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Governments shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Governments shall take all necessary and reasonable

steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Governments of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Governments signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

18. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Governments certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

19. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative

agreements, the signatory for the Local Governments shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

20. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Governments agree that it shall:
 - 1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 - 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

21. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Governments' fiscal year, the Local Governments must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C. If expenditures are less than \$500,000 during the Local Governments' fiscal year, the Local Governments must submit a statement to TxDOT's Audit Office as follows: "We

did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY ____."

- D. For each year the project remains open for federal funding expenditures, the Local Governments will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

22. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Governments in triplicate.

THE LOCAL GOVERNMENTS

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

THE STATE OF TEXAS

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

Date

CSJ # 0914-00-167 & 0914-00-192
District # 14
Code Chart 64 #02100
Project: ITS Deployment Project
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE

ATTACHMENT B SCOPE OF WORK

Williamson County shall furnish, install, implement, integrate, and maintain Computer Aided Dispatch (CAD) software with TxDOT Center to Center (C2C) communication capability, based on National Transportation Communications For ITS Protocol (NTCIP) to support the following:

Williamson County shall integrate the TxDOT freeway corridor traffic management system with Local Governments CAD system in order to electronically share roadway incident information. Integration of these systems will provide each jurisdiction's operators at the different dispatch centers with the information needed to give a quicker and accurate response.

Williamson County shall provide all CAD software training for both Local Governments and TxDOT engineering and maintenance staff during each aspect of implementation and system operations.

The City of Round Rock will furnish and integrate communications equipment (optical cable, network terminating equipment) needed to support the exchange of information between CAD systems. The communications and hardware equipment for the City of Round Rock will be installed at their Computer Aided Dispatch Center, located (off system) at 2701 N. Mays Street, Round Rock, TX. The communications and hardware equipment for Williamson County will be installed at their new facility located (off system) at 911 Tracy Chambers Lane, Georgetown, TX. The communications and hardware equipment to connect to TxDOT IH35 duct bank system will be (on system) at IH35, south of SH45.

Williamson County and the City of Round Rock with the assistance of TxDOT will work together to provide a summary report, within 90 days of software and equipment implementation, evaluating the benefits of the project.

CSJ # 0914-00-167 & 0914-00-192
 District # 14
 Code Chart 64 #02100
 Project: ITS Deployment Project
 Federal Highway Administration
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ATTACHMENT C PROJECT BUDGET ESTIMATE

Costs will be allocated based on 50% Federal funding and 50% State participation. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		City of Round Rock		Williamson County	
		%	Cost	%	Cost	%	Cost	%	Cost
FY01 CAD Software Integration Williamson County	\$386,808	50%	\$193,404	50%	\$193,404	0%	\$0	0%	\$0
Work Performed by State (Standard Plan)	\$5,000	50%	\$2,500	50%	\$2,500	0%	\$0	0%	\$0
Work Performed by Williamson County - Summary	\$5,000	50%	\$2,500	50%	\$2,500	0%	\$0	0%	\$0
Subtotal: Williamson County	\$396,808	50%	\$198,404	50%	\$198,404	0%	\$0	0%	\$0
FY03 Communication Integration City of Round Rock	\$826,942	50%	\$413,471	50%	\$413,471	0%	\$0	0%	\$0
Work performed by City of Round Rock - Summary	\$5,000	50%	\$2,500	50%	\$2,500	0%	\$0	0%	\$0
Subtotal: City of Round Rock	\$831,942	50%	\$415,971	50%	\$415,971	0%	\$0	0%	\$0
Direct State Costs 3%	\$36,863	0%	\$0	100%	\$36,863	0%	\$0	0%	\$0
Indirect State Costs 7.27%	\$89,330	0%	\$0	100%	\$89,330	0%	\$0	0%	\$0
TOTAL	\$1,354,943	45%	\$614,375	55%	\$740,568	0%	\$0	0%	\$0

Local Government's Participation=\$0

This is an estimate. The final amount of Local Government participation will be based on actual costs.

Commissioners Court - Regular Session**21.****Meeting Date:** 02/26/2013

Kronos master agreement for services

Submitted For: Jay Schade**Submitted By:**Jonathan Harris,
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and consider approving a master agreement with Kronos for the purchase of software, hardware and profesional educational services.

Background

This master agreement will allow the county to purchase license agreements from Kronos. All new statement of work will reference the master agreement.

Attachments[Kronos master agreement](#)**Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/21/2013 11:32 AM
Form Started By: Jonathan Harris		Started On: 02/21/2013 11:12 AM
	Final Approval Date: 02/21/2013	

KRONOS SALES, SOFTWARE LICENSE AND SERVICES AGREEMENT

Rev KR-022811.1

Williamson County, Texas, a political subdivision of the State of Texas ("Customer") and Kronos Incorporated ("Kronos") agree that the terms and conditions set forth in this Agreement shall apply to all Kronos Equipment, Software, Professional and Educational Services, Support, and such other Kronos offerings, as specified on an order form (an "Order Form") signed by the parties which expressly references this Agreement (or is signed contemporaneously hereto).

Kronos and Customer hereby agree that the terms and conditions of this Agreement apply to any Order Form executed by Kronos and Customer which expressly references this Agreement (including any Order Form signed contemporaneously with this Agreement regardless of the appearance of any express reference to this Agreement). Either party may discontinue use of this Agreement for future orders upon thirty (30) days prior written notice to the other party, provided however that any Order Form signed by the parties prior to the effective date of such notice shall remain in effect unless otherwise specifically terminated in accordance with the terms of this Agreement. Kronos may require additional terms and conditions for the sale or license of products or services not contemplated by this Agreement (including without limitation those that may be related to international services) provided that no such additional terms and conditions shall be binding upon Customer without Customer's prior written consent. Notwithstanding, Kronos will not be obligated to accept or approve an order for any products or services for which such additional terms and conditions are required. All orders are subject to the approval of Kronos' corporate office in Chelmsford, Massachusetts. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

1. PAYMENT AND DELIVERY

Unless otherwise set forth in this Agreement, payment terms are indicated on the Order Form or other contemporaneous ordering document containing product-specific payment terms signed by the parties. Delivery terms are as stated on the Order Form ("Delivery"). Kronos will invoice Customer for products upon Delivery. Unless otherwise set forth on the Order Form, Professional and Educational Services are provided on a time and materials basis, invoiced monthly as rendered. Customer agrees to pay all applicable taxes levied or based on the products, services or other charges hereunder, including state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on net income. Provided however, if Customer presents to Kronos a validly issued tax-exempt certificate, or other sufficient evidence of tax exemption, Customer shall not be liable for those taxes for which Customer is exempt. Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Customer.

The parties agree that Chapter 2251 of the Texas Government Code is applicable to this agreement. Customer's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. In the event that an error appears in an invoice submitted by Kronos, Customer shall notify Kronos of the error not later than the twenty first (21st) day after the date Customer receives the invoice.

2. GENERAL LICENSE TERMS

Kronos owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without Kronos' written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below. Kronos grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. This license may be terminated by Kronos by written notice to Customer upon any material breach of this Agreement by Customer which remains uncured for a period of thirty (30) days after such written notice from Kronos. Upon such termination of this license by Kronos, Customer will have no further right to use the Software and will return the Software media to Kronos and destroy all copies of the Software (and related documentation) in Customer's possession or control. This license is subject to all of the terms of this Agreement.

3. FEE BASED LIMITATIONS

Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Customer agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features permitted by the applicable license fees; and iii) use the Software only in support of Customer's own business. Customer agrees not to increase the number of employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade. Customer may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos.

4. OBJECT CODE ONLY

Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code. The Programs include components owned by third parties. Such third party components are deemed to be Software subject to this Agreement. Customer shall not use any of the Programs (or the data models therein) except solely as part of and in connection with the Software and as described in the published documentation for such Software. Customer shall be responsible for all damages or liability caused by Customer's failure to comply with the foregoing restriction.

5. PERMITTED COPIES

Customer may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only, except for additional copies of the Teletime Software and the Kronos iSeries (which must be licensed separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.

6. UPDATES

In the event that Kronos supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

7. EXPORT

Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer and shall be responsible for any noncompliance which results in damages or liability for Kronos. Customer's obligations hereunder shall survive the termination or expiration of this Agreement. Customer must obtain Kronos' prior written consent before exporting the Software.

8. FIRMWARE

Customer may not download firmware updates for the Kronos Equipment unless Customer is maintaining such Equipment under a support plan with Kronos. If Customer is not maintaining the Equipment under a support plan with Kronos, Kronos shall have the right to verify Customer's Kronos Equipment to determine if Customer has downloaded any firmware to which Customer is not entitled. If Customer has downloaded firmware for the Kronos Equipment to which Customer is not entitled, Customer shall be responsible to pay Kronos for such updated firmware in accordance with Kronos' then-current support policies.

9. TRAINING POINTS

Training Points which are purchased by Customer may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led sessions are listed at <http://customer.Kronos.com> and each session has the Training Points value indicated. Training Points may be redeemed at any time within 12 months of the date of the applicable Order Form, at which time they shall expire. Training Points may not be exchanged for other Kronos products and/or services. Kronos will invoice Customer for the Training Points identified in the Order Form upon execution of such Order Form with payment due upon the payment terms indicated in such Order Form.

10. ACCEPTANCE

For Customer's initial purchase of each Equipment and Software product Kronos shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on Customer's server(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Kronos published electronic documentation, ("Specifications").

The Test Period shall be for 30 days. If Customer has not given Kronos a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Kronos shall have 30 days to correct the deficiency, and Customer shall have an additional 30 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Kronos may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to Kronos, and Kronos shall refund any monies paid by Customer to Kronos for the returned Equipment and Software. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

11. LIMITED WARRANTY

Kronos warrants that all Kronos Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment and/or Software media, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) or Software media in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the Specifications; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

When using and applying the information generated by Kronos products, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law. If Customer is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Software, (ii) using such Software does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc. or such Software for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Software and satisfy itself that those calculations are correct.

12. INDEMNIFICATION

Kronos agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of United States or Canadian patents or copyrights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by Kronos, provided that: i) Kronos is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim; and, ii) Customer reasonably cooperates with Kronos in connection with the foregoing and provides Kronos with all information in Customer's possession related to such claim and any further assistance as reasonably requested by Kronos. Kronos will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied by Kronos. Should any or all of the Software as delivered and maintained by Kronos become, or in Kronos' reasonable opinion be likely to become, the subject of any such claim, Kronos may at its option: i) procure for Customer the right to continue to use the affected Software as contemplated hereunder; ii) replace or modify the affected Software to make its use non-infringing; or iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon thirty (30) days prior written notice to Customer. In such event of termination, Customer shall be entitled to a pro-rata refund of all fees paid to Kronos for the affected Software, which refund shall be calculated using a five year straight-line depreciation commencing with the date of the relevant Order. Additionally, Kronos agrees to be liable for tangible property damage or personal injury caused solely by the negligence or willful misconduct of its employees.

13. PROFESSIONAL AND EDUCATIONAL SERVICES

(a) TRAVEL EXPENSES

Customer agrees to reimburse Kronos for all reasonable and necessary travel incurred by Kronos in the performance of any professional and/or educational services, provided that such travel complies with the then current Kronos Travel and Expense Policies and provided that the travel expenses are approved, in writing, by Customer in advance of Kronos incurring such expenses. Customer further agrees to pay any actual travel expenses such as airfare, lodging, meals and local transportation incurred by Kronos to deliver purchased professional services and/or educational services in accordance with the Kronos Travel and Expense Policies. Customer will be billed by Kronos for such travel expenses and payment thereof shall be due in accordance with Section 1 above.

(b) ENGAGEMENTS

Unless otherwise indicated on the Order Form, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis at the rates set forth in the Order Form. Unless otherwise set forth on the Order Form and if a dollar limit is stated in the Order Form or any associated statement of work ("SOW"), the limit shall be deemed an estimate for Customer's budgeting and Kronos' resource scheduling purposes. After the dollar limit is expended, Kronos will continue to

provide Professional Services on a time and materials basis, if a Change Order or Schedule of Services for continuation of the Professional Services is signed by the parties.

(c) WARRANTY

Kronos warrants that all professional and educational services performed under this Agreement shall be performed in a professional and competent manner. In the event that Kronos breaches this warranty, and Customer so notified Kronos within 60 days of receipt of invoice for the applicable services, the Customer's initial remedy and Kronos initial liability shall re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Customer. In the event Kronos fails to re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, Customer may exercise its rights set forth in section 20 of this Agreement.

(d) KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

Kronos' then-current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW and may be accessed at: <http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

14. SOFTWARE SUPPORT SERVICES

(a) SUPPORT OPTIONS

Customer may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the Kronos Support Service Policies (defined below). Customer must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Customer is purchasing support services for Visionware Software, Customer may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access. Customer may purchase support services for Equipment in accordance with the terms and conditions of Kronos' standard Equipment Support Services Agreement a copy of which is available upon request and is located at: <http://www.kronos.com/Legal/EquipmentSupportAgr.aspx>.

(b) EXTENDED SUPPORT PROGRAM (DELL SERVERS)

Customers purchasing the Extended Support Program (as indicated on the Order Form) for their Dell servers purchased from Kronos shall receive a specialized, bundled set of Kronos Support Services. Because of the specialized nature of these services, the terms and conditions located at <http://www.kronos.com/Legal/SupplementalTerms.aspx> shall supersede the provisions of this Agreement for the Extended Support Program.

(c) TERM OF SOFTWARE SUPPORT

Unless otherwise indicated on the Order Form, support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. Support service shall automatically renew for additional one year terms on the anniversary date of its commencement date, unless either party notifies the other in writing sixty (60) days prior to that anniversary renewal date. After the one year initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by Kronos with sixty (60) days advance written notice to Customer. For the initial two (2) renewal years the annual support fee, for the same products and service type, will not increase by more than 4% over the prior year's annual support fee.

(d) GOLD SERVICE OFFERINGS

Customer shall be entitled to receive:

- (i) Updates for the Software (not including any Software for which Kronos charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Kronos. If Customer requests Kronos to install such Updates or to provide retraining, Customer agrees to pay Kronos for such installation or retraining at Kronos' then-current time and materials rate.
- (ii) Telephone and/or electronic access to the Kronos Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding Kronos holidays.
- (iii) Web-based support including access to Software documentation, FAQ's, access to Kronos knowledge base, Customer forums, and e-case management. Such offerings are subject to modification by Kronos. Current offerings can be found at <http://www.kronos.com/services/support-services.aspx>.
- (iv) Web-based remote diagnostic technical assistance which may be utilized by Kronos to resolve Software functional problems and user problems during the Service Coverage Period.
- (v) Access to specialized content as and when made available by Kronos such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

(e) PLATINUM AND PLUS SERVICE OFFERINGS:

Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

Plus option: In addition to the Service Offerings specified for the Gold Service Offering above, customers purchasing the Plus option shall receive the services of a dedicated, but not exclusive, Kronos Technical Account Manager ("TAM") for one production instance of the Software. Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM, while customers purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos product training for the Software covered under this Agreement at Customer's expense.

Customers purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Customer location where the Software is installed. During this onsite visit, Kronos shall work with Customer to identify ways to help Customer increase functionality or maximize utilization of the Software in Customer's specific environment. Customer must be utilizing the then-current version of the Software. Travel and expenses are not included and shall be paid by Customer.

(f) PAYMENT

Customer shall pay annual support charges for the initial term in accordance with the payment terms on the Order Form and for any renewal term upon receipt of invoice. Customer shall pay additional support charges, if any, and time and material charges in accordance with Section 1 above.

(g) ADDITION OF SOFTWARE

Additional Software purchased by Customer during the initial or any renewal term shall be added to this Agreement at the same support option as the then current Software support coverage in place under these terms. Customer agrees to pay the charges for such addition, and any such addition shall be automatically renewed as provided in these terms.

(h) RESPONSIBILITIES OF CUSTOMER

Customer agrees (i) to provide Kronos personnel with full, free and safe access to Software for purposes of support, including use of Kronos' standard remote access technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow support of the Software by anyone other than Kronos without prior written authorization from Kronos. Failure to utilize Kronos' remote access technology may delay Kronos' response and/or resolution to Customer's reported Software problem. If Customer requires the use of a specific remote access technology not specified by Kronos, then Customer must purchase the Plus option to receive support and provide Kronos personnel with full, free and safe access to the remote access hardware and/or software.

(i) DEFAULT

In addition to any other rights set forth herein, Customer shall have the right to terminate Kronos support services in the event that Kronos is in breach of the support services warranty set forth below and such breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, Kronos shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. In addition to any other rights set forth herein, Kronos reserves the right to terminate or suspend support service in the event the Customer is in default under this Agreement with Kronos and such default is not corrected within fifteen (15) days after written notice. In addition, the support services will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

(j) WARRANTY

Kronos warrants that all support services shall be performed in a professional and competent manner.

(k) KRONOS SUPPORT SERVICE POLICIES

Kronos' then-current Support Services Policies shall apply to all Support Services purchased and may be accessed at: <http://www.kronos.com/Support/SupportServicesPolicies.htm> ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

15. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

The parties hereby agree that the following terms shall apply to Customer's purchase of the Kronos KnowledgePass Education Subscription only, if specified on the Order Form:

(a) Scope: The KnowledgePass Education Subscription is available to customers who are licensing Kronos' Workforce Central and iSeries Timekeeper Software products and who are maintaining such products under a support plan with Kronos. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by Kronos (the "KnowledgePass Content"), including:

- Product and upgrade information for project teams and end users
- Hands-on interactive instruction on common tasks
- Self-paced tutorials covering a range of topics
- Job aids
- Knowledge assessment and reporting tools to measure progress
- Webinars

(b) Term of Subscription: The KnowledgePass Education Subscription shall run co-terminously with Customer's Software Support, and shall renew for additional one (1) year terms provided Customer renews its KnowledgePass Education Subscription as provided below.

(c) Payment: Customer shall pay the annual subscription charge for the initial term of the KnowledgePass Education Subscription in accordance with the payment terms on the Order Form. Kronos will send Customer a renewal invoice for renewal of the KnowledgePass Education Subscription at least forty five (45) days prior to expiration of the then current term. KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term.

(d) Limitations: Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Customer is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Customer's internal use and may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use.

(e) Train-the-Trainer Program (TTT): Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the TTT Program is taken, and covers only the Customer employee who completes the TTT Program.

16. CONFIDENTIAL INFORMATION

"Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is

generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence; or (e) was required to be disclosed by applicable law; including without limitation the Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), provided that the receiving party notifies the disclosing party of such requirement prior to disclosure, and provided further that the receiving party makes diligent efforts to limit disclosure.

If a request is made based on the Public Information Act, it is expressly understood and agreed that Customer, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Customer as to whether or not the same are available to the public. It is further understood that to the extent Customer's has provided an opportunity by sending a written notice to Kronos or otherwise to allow Kronos to seek a protective measure or prevent disclosure, (ii) that Customer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and (iii) that Customer, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

17. MARKETING ACTIVITIES

Customer agrees that Kronos may use Customer's name as part of Kronos' published customer lists. Upon Kronos' request, Customer will participate in mutually beneficial marketing and public relations activities with Kronos. All content shall be subject to the prior review and approval of Customer, such approval shall be at the Customer's independent discretion.

18. LIMITATION OF LIABILITY

CUSTOMER'S EXCLUSIVE REMEDIES AND KRONOS' SOLE LIABILITY FOR ANY KRONOS BREACH OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL KRONOS' OR ITS PARENTS', SUBSIDIARIES', AFFILIATES', OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED THE VALUE OF THE ORDER WHICH GIVES RISE TO THE CLAIM, AND IN NO EVENT WILL KRONOS OR ITS PARENTS, SUBSIDIARIES AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S SPECIFIC USE OF, OR INABILITY TO SO USE, ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

19. CUSTOMER'S RIGHT TO AUDIT

Once per year and subject to a 30 days prior written notice to Kronos, Kronos agrees that Customer 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 Kronos which are directly pertinent to the invoices relating to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Kronos agrees that Customer shall have access during normal working hours to all necessary Kronos facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section.

20. GENERAL

(a) Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.

(b) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

(c) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void. Kronos shall not assign this Agreement without the prior written consent of Customer and any purported assignment, without such consent, shall be void. Furthermore, this Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and permitted assigns.

(d) Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

(e) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

(f) No action, regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.

(g) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

(h) The parties agree that if this Agreement is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.

(i) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.

(j) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA.

(k) Kronos acknowledges and agrees that under the Constitution and the laws of the State of Texas, Customer cannot enter into an agreement whereby Customer agrees to indemnify any other party, including but not limited to Kronos; therefore, all references of any kind to Customer indemnifying, any other party, including but not limited to Kronos, for any reason whatsoever are hereby deemed void and deleted.

(l) The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement 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.

(n) Each party to this Agreement shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required by law, Kronos shall furnish the Customer with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

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

(p) Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

(q) The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

(r) The obligations of the Customer under this Agreement do not constitute a general obligation or indebtedness of Customer for which Customer is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Customer shall have the right to terminate this Agreement at the end of any Customer fiscal year if the governing body of Customer does not appropriate sufficient funds as determined by Customer's budget for the fiscal year in question. Customer may effect such termination by giving a 30 days prior written notice of termination at the end of its then-current fiscal year. Customer shall not be relieved of its obligation to pay for all products delivered and services performed by Kronos as of the effective date of termination and Customer shall not receive a refund of any pre-paid fees.

(s) Each person executing this Agreement on behalf of a party warrants that he or she is duly authorized to enter into this Agreement on behalf of such party and to bind it to the terms hereof.

IN WITNESS WHEREOF, the following authorized representatives of the parties to this Agreement have executed this Agreement to be effective as of the date of the last party's execution.

CUSTOMER:

WILLIAMSON COUNTY, TEXAS

BY: _____

Dan A. Gattis,
Williamson County Judge

DATE: _____, 2013

KRONOS:

KRONOS INCORPORATED

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Mary Lavoie
OM, Team Lead
2/18, 2013

Commissioners Court - Regular Session**22.****Meeting Date:** 02/26/2013

Medicaid 1115 Waiver

Submitted For: Cynthia Long**Submitted By:**Kathy Pierce,
Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on Medicaid 1115 Waiver, including but not limited to Uncompensated Care (UC) and Delivery System Reform Incentive Payment (DSRIP) projects and related agreements.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/07/2013 10:32 AM
Form Started By: Kathy Pierce		Started On: 02/06/2013 11:50 AM
	Final Approval Date: 02/07/2013	

Commissioners Court - Regular Session**23.****Meeting Date:** 02/26/2013

83rd Legislature

Submitted For: Cynthia Long**Submitted By:**Kathy Pierce,
Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on 83rd Legislature and related bills and areas of interest.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/07/2013 10:32 AM
Form Started By: Kathy Pierce		Started On: 02/06/2013 12:02 PM
	Final Approval Date: 02/07/2013	

Commissioners Court - Regular Session**24.****Meeting Date:** 02/26/2013

Budget Amendment

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

Information**Agenda Item**

Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the County Wide Records Management Fund

Background

In FY '12 we approved funding in the County Wide Records Mgmt Fund to restore official documents in the District Clerk's office that received water damage in the basement. The restoration work was completed in the same fiscal year but we only recently received a bill for services rendered. Monies approved/funded last year went back into the 390 Records Mgmt Fund Balance. This amendment would pull those monies back out to allow payment to the vendor.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0390-0390-004550	Cty Wide Rec Mgmt/Imaging	\$41,456	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/20/2013 03:06 PM
Form Started By: Ashlie Blaylock		Started On: 02/15/2013 02:19 PM
	Final Approval Date: 02/20/2013	

Commissioners Court - Regular Session**25.****Meeting Date:** 02/26/2013

Training HazMat BA 02-26-2013

Submitted For: David Dukes**Submitted By:**

Lisa Moore, County Auditor

Department: County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the HazMat department:

Background

CAPCOG (Capitol Area Council of Governments) has chosen the Williamson County HazMat department to provide the certifications required to respond to HazMat calls. The HazMat department is billing the other CAPCOG team members \$700 per person to pay for the materials and supplies to provide the training.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.342801	HazMat Training Fees	\$16,800.00	01

Form Review**Inbox**
County Judge Exec Asst.**Reviewed By**
Wendy Coco**Date**
02/20/2013 03:06 PM
Started On: 02/19/2013 10:21 AM

Form Started By: Lisa Moore

Final Approval Date: 02/20/2013

Commissioners Court - Regular Session**26.****Meeting Date:** 02/26/2013

Training HazMat BA 02-26-2013

Submitted For: David Dukes**Submitted By:**Lisa Moore, County
Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the HazMat department:

Background

CAPCOG (Capitol Area Council of Governments) has chosen the Williamson County HazMat department to provide the certifications required to respond to HazMat calls. The HazMat department is billing the other CAPCOG team members \$700 per person to pay for the materials and supplies to provide the training.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0542.004228	HazMat Training Program	\$16,800.00	01

Form Review**Inbox**
County Judge Exec Asst.

Form Started By: Lisa Moore

Reviewed By

Wendy Coco

Date

02/20/2013 03:06 PM

Started On: 02/19/2013 10:26 AM

Final Approval Date: 02/20/2013

Commissioners Court - Regular Session**27.****Meeting Date:** 02/26/2013

Extra and Voluntary Duty Pay BA 02-26-2013

Submitted For: David Dukes**Submitted By:**Lisa Moore, County
Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for February 2013 Extra Duty and Voluntary Duty:

Background

Extra Duty and Voluntary Duty for law enforcement are paid through payroll.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.341220	Vol Duty Revenue, SO	\$15,854.09	01
	0100.0000.341240	Ex Duty Revenue, SO	\$34,721.30	02
	0100.0000.341221	Revenue, Const 1	\$2,211.94	03
	0100.0000.341222	Revenue, Const 2	\$1,915.88	04
	0100.0000.341223	Revenue, Const 3	\$9,023.27	05
	0100.0000.341224	Revenue, Const 4	\$656.75	06
	0100.0000.341226	Revenue, Juv	\$709.70	07

Form Review**Inbox**
County Judge Exec Asst.**Reviewed By**
Wendy Coco**Date**
02/20/2013 03:07 PM
Started On: 02/20/2013 01:07 PM

Form Started By: Lisa Moore

Final Approval Date: 02/20/2013

Commissioners Court - Regular Session**28.****Meeting Date:** 02/26/2013

Extra and Voluntary Duty Pay BA 02-26-2013

Submitted For: David Dukes**Submitted By:**

Lisa Moore, County Auditor

Department: County Auditor**Agenda Category:** Regular Agenda Items**Information****Agenda Item**

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for February 2013 Extra Duty and Voluntary Duty pay:

Background

Extra Duty and Voluntary Duty for law enforcement are paid through payroll.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0551.001117	Payroll, Const 1	\$1,000.00	01
	0100.0551.001118	Payroll, Const 1	\$875.00	02
	0100.0551.002010	FICA, Const 1	\$143.44	03
	0100.0551.002020	Retirement, Const 1	\$99.75	04
	0100.0551.002050	Worker's Comp, Const 1	\$93.75	05
	0100.0552.001118	Payroll, Const 2	\$1,544.44	06
	0100.0552.002010	FICA, Const 2	\$118.15	07
	0100.0552.002020	Retirement, Const 2	\$176.07	08
	0100.0552.002050	Worker's Comp, Const 2	\$77.22	09
	0100.0553.001117	Payroll, Const 3	\$8,010.00	10
	0100.0553.002010	FICA, Const 3	\$612.77	11
	0100.0553.002050	Worker's Comp, Const 3	\$400.50	12
	0100.0554.001117	Payroll, Const 4	\$583.00	13
	0100.0554.002010	FICA, Const 4	\$44.60	14
	0100.0554.002050	Worker's Comp, Const 4	\$29.15	15
	0100.0560.001117	Vol Duty, SO	\$12,151.78	16
	0100.0560.001118	Extra Duty, SO	\$27,989.76	17
	0100.0560.002010	FICA, SO	\$3,070.83	18
	0100.0560.002020	Retirement, SO	\$3,190.83	19
	0100.0560.002050	Worker's Comp, SO	\$2,007.08	20
	0100.0570.001117	Payroll, Jail	\$1,921.98	21
	0100.0570.002010	FICA, Jail	\$147.03	22
	0100.0570.002050	Worker's Comp, Jail	\$96.10	23
	0100.0576.001117	Payroll, Juv	\$630.00	24

	0100.0576.002010	FICA, Juv	\$48.20	25	
	0100.0576.002050	Worker's Comp, Juv	\$31.50	26	

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/20/2013 03:07 PM
Form Started By: Lisa Moore		Started On: 02/20/2013 01:12 PM
	Final Approval Date: 02/20/2013	

Commissioners Court - Regular Session**29.****Meeting Date:** 02/26/2013

Executive Session

Submitted By: Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

1. Proposed or potential purchase or lease of property by the County:

- a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
- b) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
- c) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 projects.
- d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd.
- e) Discuss proposed acquisition of property for proposed SH 29 project.
- f) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- g) Discuss proposed acquisition of property for right-of-way along CR 170.
- h) Discuss proposed acquisition and/or sale of property for Arterial H.
- i) Discuss proposed acquisition of property for right-of-way for the Pond Springs Rd. project.
- j) Discuss proposed acquisition of property for right-of-way for future parkland in Precinct 2.
- k) Discuss proposed acquisition of property for right-of-way for Neenah Dr.
- l) Discuss proposed acquisition of property for right-of-way for Pearson Blvd.
- m) Discuss proposed acquisition of property for right-of-way for FM 1460.
- n) Discuss County owned real estate adjacent to and near Inner Loop, Georgetown, Texas.

Background

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/21/2013 11:32 AM
Form Started By: Charlie Crossfield		Started On: 02/21/2013 10:34 AM
	Final Approval Date: 02/21/2013	