NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
DECEMBER 1ST, 2015
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 – 16)

5. Discuss, consider, and take appropriate action on a line item transfer for Emergency Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
To:	0100.0583.000777	Capital Projects	$23,278.00
From	0100.0583.000507	Transfer to RCS	$23,278.00

6. Please discuss, consider and take appropriate action with regard to a line item transfer for the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0408-0698-005740	Computers	4,299.76
To	0408-0698-003006	Office Equipment	4,299.76

7. Discuss, consider and take appropriate action on a line item transfer for the District Attorney.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$18,065.15
To	0100-0440-001101	DA/Part time 20-30	$14,996.80
To	0100-0440-002010	DA/FICA	$1,147.26
To	0100-0440-002020	DA/Retirement	$1,921.09

8. Discuss, consider and take appropriate action to authorize the resale of property held in trust by the County of Williamson, Texas.

9. Discuss, consider and take appropriate action on approving property tax collections for the month of October 2015 for the Williamson County Tax Assessor/Collector.

10. Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 for the month of October 2015 for the Williamson County Tax Assessor/Collector.

11. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, October 2015 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

12. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through destruction, including (2) Large boxes of Used Khaki pants/shirts, (1) Box of used Shower Shoes, (1) Broken Mattress, (1) Broken Shower Seat, (complete list attached) pursuant to Tex. Local Gov't Code §263.152.

13. Discuss, consider, and take appropriate action on authorizing the disposal of various County assets through interdepartmental transfer, including (4) Computer Monitors, (1) Desktop Computer, and (1) Printer, (complete list attached) pursuant to the Tex. Local Gov't Code §263.152.

14. Discuss, consider and take appropriate action on authorizing the disposal of various County Assets through auction, including, (8) Various Printers, (3) Docking Stations, (12) Monitor (multiple sizes), (44) Various Styles Office Chairs, (7) Laptop Power Cords, (1) Laptop Bag, (3) Laptops, (6) Keyboards, (2) Mouse, (16) Misc. Cubicle Pieces, (1) Rolling Table, (1) Filing Shelf, (1) Box Various Office Supplies, (1) GBC Bates Electronic Punch & Staple, (4) 4-Drawer Filing Cabinets, (4) 2-Drawer File Cabinets, (2) 3-Drawer File Cabinets, (3) Desks, (3) TV's39;s, (1) Calculator, (1) CD Radio, (2) Phones, (1) Cassette Recorder, (2) Boxes Micro Cassettes, (5) APC Backups, (4) Computer Internal Power Source, (1) Mini Fridge, (1) Height Board, (1) Quartet Glass Display Case, (1) Small Water Cooler, (1) Shredder, (1) DVD/CD Copier, (1) Mac book Pro, (see complete list) pursuant to Tex. Local Gov't Code

15. Discuss, consider and take appropriate action on approval of the replat of Lot 1 of Teravista Com 24 subdivision - Pct 3.

16. Discuss, consider and take appropriate action on approval of the preliminary plat for the Santa Rita Ranch Northwest Ph 1 subdivision - Pct 2.

REGULAR AGENDA

17. Discuss, consider and take appropriate action on proclaiming December 8th, 2015 as "Tree of Angel Day" in Williamson County.

18. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.

19. Discuss, consider, and take appropriate action regarding Change Order No. 9 in the amount of -$29838.19 for County Road 170, a Road Bond Project in Commissioner Pct. 4.

20. Discuss, consider, and take appropriate action regarding Change Order No. 16 in the amount of $32,111.53 for IH 35 NBFR, a Pass Through Financing Project in Commissioner Pct.3.

21. Discuss, consider, and take any appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the Southwest Bypass (Driveways) Project.

22. Discuss, consider and take appropriate action on the transfer of 2006 Road Bond funds per recommendation of Mike Weaver, Road Bond Manager to move $1,069,000.00 from Non-Departmental (P156) to CR 170 (P213) in the amount of $34,000.00, to Pearson Ranch Road (P221) in the amount of $35,000.00, and to CR 111 in the amount of $1,000,000.00.

23. Discuss, consider, and take appropriate action on permanent storm sewer and drainage easement, and temporary construction easement through Champion Park.

24. Discuss and take appropriate action on a Letter Agreement with Leschber Investments, LP for a drainage easement needed on CR199.

25. Discuss and take appropriate action on a Letter Agreement with Rebecca Borgne, Roxana Teichelman and Tim Teichelman for a Drainage Easement needed on CR 199.

26. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.541acres) required for the construction of CR 110 South, and take appropriate action. (Parker/Parcel 22)

27. Discuss and take appropriate action on a Real Estate Contract with Journey of Faith United Methodist Church for ROW needed on CR 110 South. (PARCEL 32S)

28. s) Discuss accepting the donation of a Water Quality/Detention Pond on Avery Ranch Blvd. and take appropriate action.

29. Discuss accepting a Dedication Deed from James W. Wade, Jack L. Wade, Janice L. Babbitt and Patricia Ann Wade Gutierrez for Busby Lane Right of Way.

30. Discuss, consider and take appropriate action on an Amendment No. 1 to Agreement for Architectural and Engineering Services between Williamson County, Texas and Jackson & Ryan Architects, Inc. for Additional Services to be performed in relation to the development of a construction phasing plan for the reconstruction and expansion of the Williamson County Regional Animal Shelter.

31. Discuss, consider and take appropriate action on an Amendment to the Plan Loan Procedures for Refinancing between Nationwide and Williamson County, Texas in relation to the Nationwide Retirement Solutions Government 457(b) Plan Loan Procedures.

32. Discuss, consider and take appropriate action regarding proposed Williamson County landfill hours of operation for 2015 Christmas and New Year's Eve holidays.

33. Discuss and take appropriate action to amend the 2015-2016 Budget Order.

34. Discuss, consider and take appropriate action regarding the engagement of the Texas Public Policy Foundation's Center for the American Future to represent Williamson County in federal district court litigation to seek delisting of the Bone Cave Harvestman from the Endangered Species Act and related claims; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4); and authorize the County Judge to execute an engagement agreement and conflict of interest waiver relating to such representation.

35. Discuss, consider, and take appropriate action on authorizing extension of Benefits Broker Consultant Services Bid/Proposal# 14RFP00203.

36. Discuss, consider, and take appropriate action on exempting ESRI, Inc. from the competitive bidding or proprosal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, as the sole source provider of the software maintenance for our GIS software that is proprietary and supported only by Environmental Systems Research Institute (ESRI).

37. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive qualifications for Professional Engineering Design Services for Repair of San Gabriel Ranch Road, RFQ # 1511-030.

38. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to award Geotechnical Engineering for Williamson County North Campus Facilities, RFQ# 1507-012 to Balcones Geotechnical PLLC, the firm determined to be most qualified after evaluation of responses and approve execution of contract.

39. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to award Geotechnical Engineering for Williamson County Georgetown Annex, RFQ# 1507-013 to Balcones Geotechnical PLLC, the firm determined to be most qualified after evaluation of responses and approve execution of contract.

40. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to award Construction Material Testing-Inspection for Williamson County Taylor EXPO Center, RFQ# 1507-015 to the firm determined to be most qualified after evaluation of responses and approve execution of contract--Alliance Geotechnical Group of Austin Inc.

41. Discuss, consider and take appropriate action on awarding bids received for IH 35 Northbound Frontage Road Driveway, Bid# 1510-019 to the lowest and best bidder – Smith Contracting.

42. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive qualifications for Professional Architect-Engineering Design Services for the Williamson County Health Department Renovation, RFQ # 1511-028.

43. Discuss and take action to approve renewal of Subscription Services Agreement with Mo'mix Solutions, Inc. for the support and maintenance of the Performance Center and Transparency Website.

44. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to award Geotechnical Engineering for Williamson County Sheriff's Office Training Center, RFQ# 1507-014 to Balcones Geotechnical PLLC, the firm determined to be most qualified after evaluation of responses and approve execution of a contract.

45. Discuss, consider, and take appropriate action on exempting SYN-TECH/FUELMASTER from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, as the sole source provider of the fuel system management software and hardware used to track and dispense fuel to county vehicles.

46. Discuss, consider and approve the Motorola statement of work contract for the Granger tower simulcast completion and the tower network internet protocol conversion.

47. Discuss, consider and approve Department of Information Resources Contract from Verizon Wireless for provision of wireless air services for the Wireless Communications Department.

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)."

48. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

a) Business prospect(s) that may locate or expand within Williamson County.
b) Discuss Pearson Road District.
c) Discuss North Woods Road District.
d) Discuss Kaufman Loop.

49. 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.)

A. Real Estate Owned by Third Parties

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
a) Discuss proposed acquisition of property for right-of-way for SH 195
b) Discuss proposed acquisition of property for proposed SH 29 project.
c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.
d) Discuss possible acquisition of property with endangered species for mitigation purposes.
e) Discuss the acquisition of real property: Sneed Loop
f) Discuss the acquisition of real property: Neenah Blvd.
g) Discuss the acquisition of real property: CR 119
h) Discuss the acquisition of real property: Tradesman Park.
i) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
j) Discuss the acquisition of real property: CR 258

k) Discuss the acquisition of real property: Kruger property exchange (3901 CR 130 Hutto, TX)
l) Discuss the acquisition of real property: Arterial H.
m) Discuss the acquisition of real property for County Facilities.
n) Discuss the acquisition of real property for the Williamson County Expo Center.
o) Discuss the acquisition of Easement interests on CR 240.
p) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
q) Discuss the acquisition of real property from Taylor ISD and WILCO Park Foundation for the East Wilco Park Access Road.
r) Discuss the acquisition of real property from the Andice Cemetery.
s) Discuss accepting the donation of a Water Quality/Detention Pond on Avery Ranch Blvd.
t) Discuss accepting donations of ROW for Busby Lane.

B. Property or Real Estate owned by Williamson County

1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss proposed sale of real estate on Inner Loop
c) Discuss proposed trade of real estate adjacent to Chandler Rd. and CR 130
d) Discuss proposed exchange of property with Mr. Kruger
e) Discuss real estate at 355 Texas Ave.
f) Discuss the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
g) Discuss the proposed sale of portion of county property by Jester Annex
h) Discuss the proposed sale of excess right-of-way on Hwy 79 abutting 79 Business Park
i) Discuss abandoning row on CR 359
j) Discuss possible sale of 183 A excess right of way

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

50. 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) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
d) Employee/personnel related matters
e) 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.
f) 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
g) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
h) County Road 241 utility and Right-of-Way Issues and matters;
i) Cause No. D-1-GN-15-000875, Houston v. Bank of America et al, In The District Court of Travis County, Texas, 345th Judicial District
j) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
k) Notice of Claim - In Re Jessica Palmer
l) Floodplain Regulation Issue
m) Carolyn Barnes v. Austin American Statesman, et al; Cause # D-1-GN-15-002626, in the 353rd Judicial District Court of Travis County, Texas
n) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
o) Civil Action No. 1:15-cv-00679-RP, OCA-Great Houston and Mallika Das v. State of Texas, Et Al., In the United States District Court for the Western District

p) Notice of Claim – In Re Ray Steven Rose
q) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
r) Utility damage claim that occurred on or about 02/19/2014 on CR 488 (Claim # TXPR141360)
s) Claim for overpayment – Timothy Wright
t) Medical subrogation lien settlement offer related to covered person in County's health benefits plan.
u) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
v.) Discuss proposed acquisition of property for SW 183 and SH 29 Loop

51. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

52. Discuss and take appropriate action regarding economic development.

53. Discuss and take appropriate action regarding real estate.

54. 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) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
d) Employee/personnel related matters
e) 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.
f) 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
g) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
h) County Road 241 utility and Right-of-Way Issues and matters;
i) Cause No. D-1-GN-15-000875, Houston v. Bank of America et al, In The District Court of Travis County, Texas, 345th Judicial District
j) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
k) Notice of Claim - In Re Jessica Palmer
l) Floodplain Regulation Issue
m) Carolyn Barnes v. Austin American Statesman, et al; Cause # D-1-GN-15-002626, in the 353rd Judicial District Court of Travis County, Texas
n) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
o) Civil Action No. 1:15-cv-00679-RP, OCA-Great Houston and Mallika Das v. State of Texas, Et Al., In the United States District Court for the Western District
p) Notice of Claim – In Re Ray Steven Rose
q) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
r) Utility damage claim that occurred on or about 02/19/2014 on CR 488 (Claim # TXPR141360)
s) Claim for overpayment – Timothy Wright
t) Medical subrogation lien settlement offer related to covered person in County's health benefits plan.
u) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission

control systems on diesel engine vehicles in the period 2009 – 2015
v.) Discuss proposed acquisition of property for SW 183 and SH 29 Loop

55. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

56. 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 _____, 2015 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **5.**

Meeting Date: 12/01/2015

Line Item Transfer for Emergency Services

Submitted By: Kelly Luna, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Emergency Services.

Background

The IP Simulcast / Granger Site Project was budgeted in the CO's for $1,900,000. The total cost of the project is $1,923,278, thus we are recommending funding the balance with this line item transfer. Please see attached email request from Julie Kiley.

Fiscal Impact

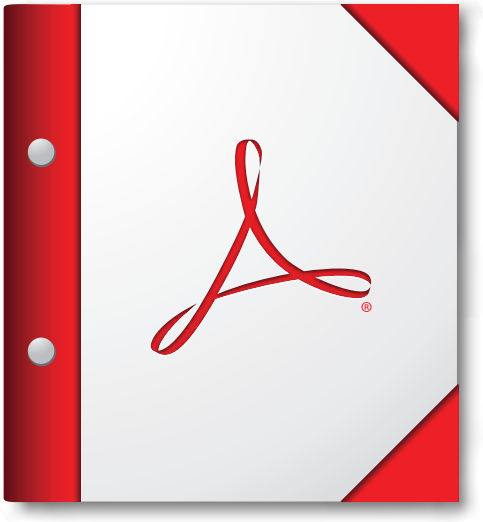
From/To	Acct No.	Description	Amount
To:	0100.0583.000777	Capital Projects	$23,278.00
From	0100.0583.000507	Transfer to RCS	$23,278.00

Attachments

Email from Julie Kiley

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:04 AM
Budget Office	Ashlie Koenig	11/23/2015 10:21 AM
Form Started By: Kelly Luna		Started On: 11/20/2015 05:18 PM
Final Approval Date: 11/23/2015		



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Commissioners Court - Regular Session **6.**

Meeting Date: 12/01/2015

Line Item Transfer

Submitted For: Jana Duty **Submitted By:** Vicki Vickers, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

Please discuss, consider and take appropriate action with regard to a line item transfer for the District Attorney's Office.

Background

We are tranferring funds to enable us to purchase two scanners for the discovery section.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0408-0698-005740	Computers	4,299.76
To	0408-0698-003006	Office Equipment	4,299.76

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 11:09 AM
Budget Office	Ashlie Koenig	11/23/2015 11:49 AM
Form Started By: Vicki Vickers		Started On: 11/23/2015 10:47 AM
Final Approval Date: 11/23/2015		

Commissioners Court - Regular Session **7.**

Meeting Date: 12/01/2015

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the District Attorney.

Background

The District Attorney has always had a part time Discovery position in their office. For FY 16 they requested a full time person and forgot to ask for monies to continue the part time position should the full time slot not be recommended/approved (which is wasn't). This transfer would pay for the position to continue to FY 16.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$18,065.15
To	0100-0440-001101	DA/Part time 20-30	$14,996.80
To	0100-0440-002010	DA/FICA	$1,147.26
To	0100-0440-002020	DA/Retirement	$1,921.09

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 11:09 AM
Form Started By: Ashlie Koenig		Started On: 11/23/2015 10:03 AM
Final Approval Date: 11/23/2015		

Commissioners Court - Regular Session **8.**

Meeting Date: 12/01/2015

Discuss, consider and take appropriate action to approve the resale of property held in trust.

Submitted For: Deborah Hunt **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the resale of property held in trust by the County of Williamson, Texas.

Background

Per the McCreary Veselka Bragg & Allen law firm, a lawsuit for the collection of delinquent taxes was filed on behalf of Georgetown Independent School District (GISD) in 1999 for the tract of land assessed in the name of Effie Williams. In May of 2000, a judgment was signed ordering the foreclosure of the tax lien. In August of 2000, the property was offered for sale at a public tax foreclosure sale. The property did not receive a bid and was taken into trust by the County for the use and benefit of all the taxing jurisdictions. This property has been held in trust and in exempt status since the year 2000. This property is part of a larger tract of land that is owned by Marcos Ramos. It is actually fenced in and more or less a driveway. This property is really only marketable to Marcos Ramos, the owner of the larger tract of land. Under the Texas Property Tax Code, taxing jurisdictions by resolution, can agree to sell a tract of land for less than the costs under the judgment or market value. In this case, Marcos Ramos has tendered an offer of $2,000.00 for the land. This is about $2,500.00 less than what is due under the judgment. This property has been exempt since 2000. By accepting this offer, the payment will be paid on the account proportionately for each jurisdiction with the remaining amounts being removed. However, the property will be back on the tax rolls for 2016 bringing in some money to the taxing jurisdictions.

It is my recommendation to accept this offer by Marcos Ramos and get this property back on the tax rolls. A resolution will need to be passed by the City of Georgetown and GISD as well. If one of the entities does not pass the resolution, then the property remains in its current exempt status unless a full offer is made.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:03 AM
Form Started By: Judy Kocian		Started On: 11/17/2015 11:50 AM
Final Approval Date: 11/23/2015		

STATE OF TEXAS

COUNTY OF WILLIAMSON

RESOLUTION

Whereas, Cause No. **99-519-T368, Georgetown Independent School District vs. Effie Williams et al,** was filed in the District Court of Williamson County, Texas to collect delinquent taxes on the following described property, to wit:

A tract of land being part of Block 7, Rucker-Hodges Addition AKA part of Lot 7, Block H, South San Gabriel Urban Renewal Addition to the City of Georgetown, Williamson County, Texas being that property more particularly described in Document # 2000052766 of the Deed Records, Williamson County, Texas

Whereas, the District Court of Williamson County, Texas granted Judgment on May 1, 2000, in favor of the taxing jurisdictions of Williamson County as follows:

County of Williamson	$656.72
City of Georgetown, Texas	$763.45
Georgetown Independent School District	$2,668.54
Williamson County Education District	$162.04
Total Due	$4,250.75
Market Value	$12,000.00
(According to Williamson Central Appraisal District)	

Whereas, said parcel of land was offered for sale on August 1, 2000, by the Constable of Williamson County at public auction pursuant to judgment of the District Court of Williamson County, Texas, for foreclosure of the tax liens securing payment of delinquent property taxes and accrued penalty and interest; and

Whereas, said parcel of land did not receive sufficient bids as set by law and were struck off to the **County of Williamson, Trustee, in trust for itself, City of Georgetown, Georgetown Independent School District and Williamson County Education District** pursuant to Sections 34.01(j) and (k) Property Tax Code; and

Whereas, the taxing units involved desire to resell said parcel of land in an expeditious manner pursuant to Section 34.05 Property Tax Code: and

Whereas, Marcos Ramos, Executor of the Estate of Genaro Ramos has tendered an offer of $2,000.00 to purchase said parcel

Wherefore, Be It Resolved that the County Commissioners for the **COUNTY OF WILLIAMSON** does hereby authorize the presiding officer of the body to execute a Deed Without Warranty to Marcos Ramos, Executor of the Estate of Genaro Ramos, for the purchase price of $2000.00.

This resolution is adopted on this the _____ day of _____, 2015 by the County Commissioners for **COUNTY OF WILLIAMSON.**

_____

Dan A. Gattis, County Judge
County of Williamson

_____

Nancy Rister, County Clerk

Commissioners Court - Regular Session **9.**

Meeting Date: 12/01/2015

Property Tax Collections – October 2015

Submitted For: Deborah Hunt

Submitted By: Sandra Surratt, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax collections for the month of October 2015 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

100115-103115 GWI-RFM

100115-103115 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:04 AM
Form Started By: Sandra Surratt		Started On: 11/19/2015 08:22 AM
Final Approval Date: 11/23/2015		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
October 31, 2015

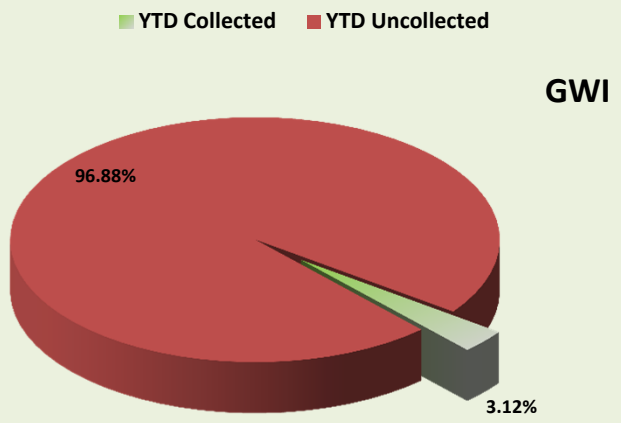
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2015	$204,163,924.30	$42,197.13	$204,206,121.43	$6,366,992.77	$0.00	($0.27)	$197,839,128.93	$6,366,992.50	3.12%	3.12%	3.22%
2014 & Prior	$2,213,448.47	($2,987.39)	$2,210,461.08	$124,607.26	$32,040.39	$1,874.33	$2,083,979.49	$126,481.59	5.72%	7.17%	
Rollbacks	$467,800.60	$35,176.03	$502,976.63	$49,808.38	$0.00	$0.00	$453,168.25	$49,808.38	9.90%	9.90%	
Total All	$206,845,173.37	$74,385.77	$206,919,559.14	$6,541,408.41	$32,040.39	$1,874.06	$200,376,276.67	$6,543,282.47	3.16%	3.18%	

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
2015	$18,321,214.20	$3,829.48	$18,325,043.68	$571,736.28	$0.00	($0.45)	$17,753,307.85	$571,735.83	3.12%	3.12%	3.22%
2014 & Prior	$185,747.51	($266.53)	$185,480.98	$10,892.63	$2,943.70	$153.62	$174,434.73	$11,046.25	5.96%	7.54%	
Rollbacks	$36,714.70	$2,768.31	$39,483.01	$3,924.21	$0.00	$0.00	$35,558.80	$3,924.21	9.94%	9.94%	
Total All	$18,543,676.41	$6,331.26	$18,550,007.67	$586,553.12	$2,943.70	$153.17	$17,963,301.38	$586,706.29	3.16%	3.18%	

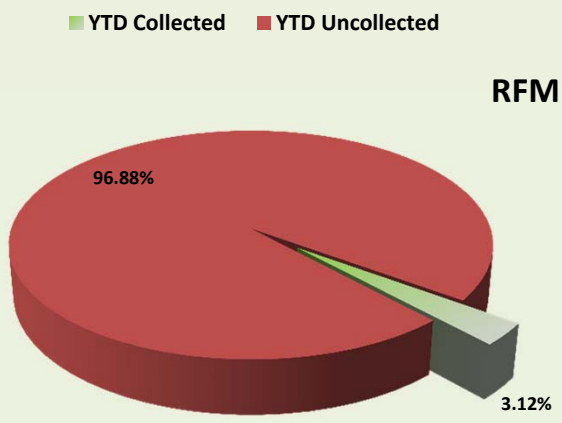
2014 COMBINED MONTHLY BREAKDOWN

Oct-15	$225,388,849.78	$80,717.03	$225,469,566.81	$7,127,961.53	$34,984.09	$2,027.23	$218,339,578.05	$7,129,988.76

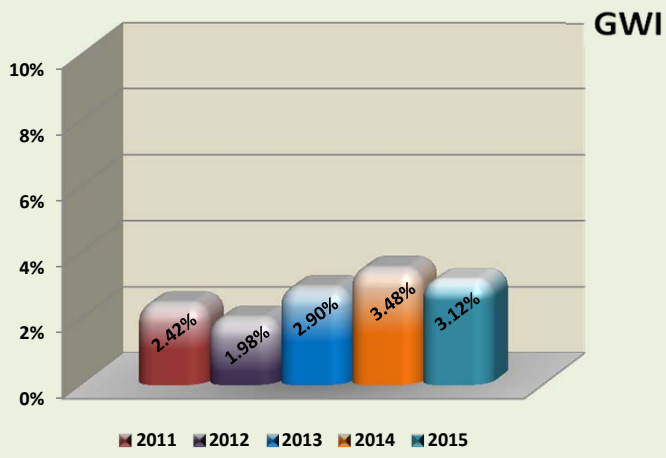
Year to Date Collection Report
October 1, 2015 - October 31, 2015



Year to Date Collection Report
October 1, 2015 - October 31, 2015



Percent of Roll Collected Comparison
October 2010-2015



Percent of Roll Collected Comparison
October 2010-2015



Commissioners Court - Regular Session **10.**

Meeting Date: 12/01/2015

Property Tax Refunds – Over 2500 – October 2015

Submitted For: Deborah Hunt

Submitted By: Sandra Surratt, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 for the month of October 2015 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

100115-103115 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:04 AM
Form Started By: Sandra Surratt		Started On: 11/19/2015 08:26 AM
Final Approval Date: 11/23/2015		

WILLIAMSON COUNTY
1848

Deborah M Hunt, C T A
Tax Assessor Collector

Date: November 16, 2015

To: Members of the Commissioners Court

From: Deborah M. Hunt, CTA

Subject: Property Tax Refunds

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

Please contact me at (512) 943-1954, 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 October 31, 2015

Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers				
10/19/2015	55708	CAROL E CORBIN	R412350 - Escrow Refund	-3,708.35
TOTAL				**-3,708.35**

Commissioners Court - Regular Session **11.**

Meeting Date: 12/01/2015

Justice of the Peace 4 OCTOBER 2015 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, October 2015 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM OCT 2015

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:04 AM
Form Started By: Veronica Bolander		Started On: 11/19/2015 09:37 AM
Final Approval Date: 11/23/2015		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of October, 2015.

JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR

10th **day of** November, 2015 **to certify which witness my hand and seal of office.**

VERONICA BOLANDER
My Notary ID # 2676312
Expires October 7, 2019

NOTARY PUBLIC in and for the State of Texas

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 10/01/2015-10/31/2015

Date Printed: 11/5/2015
Time Printed: 11:34:16AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	3	20.00	20.00	0.00	10.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
COPIES	COPIES	2	12.00	12.00	0.00	6.75	0.00	0.00	5.25	0.00	0.00	0.00	0100-0000-341804
COUNTER	COUNTER-CLAIM FILING FEE	2	50.00	50.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	2	42.00	42.00	0.00	42.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
EVICTION	EVICTION FILING FEE	93	2,125.00	2,125.00	302.25	1,472.75	0.00	0.00	350.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	134	732.00	732.00	84.54	557.46	0.00	0.00	90.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SER	141	8,820.00	8,820.00	1,126.31	6,363.69	0.00	0.00	1,330.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	10	200.00	200.00	25.00	150.00	0.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	1	150.00	150.00	0.00	150.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341904

***** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column*****

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	3	15.00	15.00	5.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
CERTCOPIE	CERTIFIED COPIES	3	6.00	6.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	2	36.00	36.00	0.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	28	650.00	650.00	0.00	650.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	134	1,220.00	1,220.00	140.90	929.10	0.00	0.00	150.00	0.00	0.00	0.00	01-0399-0000-20802
OCC LICENSE	OCCUPATIONAL LICENSE	1	25.00	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
OVER	OVER PAYMENT OF FINE	1	70.00	70.00	0.00	70.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
WRIT GARN	WRIT OF GARNISHMENT	2	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY	563	14,188.00	14,188.00	1,709.00	10,512.75	0.00	0.00	1,966.25	$0.00	0.00	0.00

Direct Deposit	$0.00				**HB2398**	$0.00	
Cash	$1,709.00				**CSR Credit**	$0.00	**Post for Refund** $0.00
Checks	$10,512.75				**Jail Credit**	$0.00	**Over Payments** $0.00
Money Orders	$0.00						
Credit Cards :	$1,966.25	**Escrow Payments**	$0.00	**Transaction Fee**	$0.00	**Non-Monetary**	$0.00

TOTAL CURRENCY	$14,188.00	ESCROW PAID	$0.00	TRAN. FEES	$0.00	TOTAL	$0.00	TOTAL PAID	$0.00

Detailed report has been sent to Auditor's Office.

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 10/01/2015-10/31/2015

Date Printed: 11/5/2015
Time Printed: 11:34:16AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-209700		70.00	0.00	0.00	0.00	0.00	70.00
0100-0000-341804		2,124.75	396.25	0.00	0.00	0.00	2,521.00
0100-0000-341904		7,640.00	1,330.00	0.00	0.00	0.00	8,970.00
0100.0000.341804		675.00	0.00	0.00	0.00	0.00	675.00
0399-0000-208822		642.00	90.00	0.00	0.00	0.00	732.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	1,070.00	150.00	0.00	0.00	0.00	1,220.00
TOTALS :		12,221.75	1,966.25	0.00	0.00	0.00	14,188.00

Detailed report has been sent to Auditor's Office.

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 10/01/2015-10/31/2015

Date Printed: 11/5/2015
Time Printed: 11:21:03AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	127	576.18	535.08	155.95	0.00	73.90	0.00	305.23	41.10	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	143	620.35	565.35	97.30	5.00	80.00	0.00	383.05	55.00	0.00	0.00	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	6	30.00	30.00	15.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00	0399-0000-208400
CAF	COUNTY ARREST FEE	3	15.00	15.00	5.00	0.00	5.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
CS	CHILD SAFETY	141	2,784.60	20.00	20.00	0.00	0.00	2,744.60	0.00	20.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	22	300.00	105.00	0.00	0.00	15.00	195.00	90.00	0.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	5	50.00	50.00	40.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	88	10,813.67	6,481.48	1,047.40	307.50	1,133.73	195.60	3,992.85	4,136.59	0.00	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	42	366.30	366.30	69.30	0.00	138.60	0.00	158.40	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	704	149,976.80	50,192.15	12,118.20	900.00	7,727.90	84,868.85	29,446.05	14,915.80	0.00	0.00	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	22	40.00	14.00	0.00	0.00	2.00	26.00	12.00	0.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	4	595.00	545.00	85.00	0.00	0.00	0.00	460.00	50.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	213	560.06	515.06	94.26	0.00	72.00	0.00	348.80	45.00	0.00	0.00	0100-0000-341804

***** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column*****

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE	18	74.10	69.10	13.85	0.00	5.00	0.00	50.25	5.00	0.00	0.00	0100-0000-341914
AFTHD	THRALL POLICE DEPART	1	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
BOND	CASH BOND	6	2,256.13	2,256.13	975.00	1,281.13	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C1W.	CONSTABLE 1 WARRANT	5	200.00	164.20	64.20	0.00	0.00	0.00	100.00	35.80	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	12	344.54	44.54	0.00	0.00	44.54	0.00	0.00	300.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	81	3,330.52	2,830.52	533.40	50.00	220.50	50.00	2,026.62	450.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT (	494	17,414.63	10,815.81	2,708.09	40.00	1,537.99	5,190.02	6,529.73	1,408.80	0.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	494	1,340.54	823.19	203.12	3.00	117.07	411.69	500.00	105.66	0.00	0.00	0360-0000-341150
CHS2	COURTHOUSE SECURITY	7	7.00	0.00	0.00	0.00	0.00	7.00	0.00	0.00	0.00	0.00	0361-0000-341154
CHS2A	COURTHOUSE SECURITY	420	374.85	259.40	67.71	1.00	34.02	80.23	156.67	35.22	0.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	16	7.00	2.00	0.00	0.00	0.50	5.00	1.50	0.00	0.00	0.00	0399-0000-208730
COM	COMMITMENT	75	345.50	115.80	34.80	0.00	58.90	5.00	22.10	224.70	0.00	0.00	0100-0000-341804
CSF	CHILD SAFETY FUND	1	25.00	25.00	0.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	0365.0000.341161
CWF	WILLIAMSON COUNTY W	39	1,739.59	978.59	80.88	0.00	506.71	0.00	391.00	761.00	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIOI	22	100.00	35.00	0.00	0.00	5.00	65.00	30.00	0.00	0.00	0.00	0399-0000-208170
GWF	GRANGER POLICE DEPAF	2	100.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	414	739.64	516.80	135.42	2.00	66.05	152.40	313.33	70.44	0.00	0.00	0399.0000.208703
JCD	JUVENILE CRIME & DELI	22	8.50	2.75	0.00	0.00	0.50	5.75	2.25	0.00	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	347	1,530.22	1,258.12	338.54	5.00	158.35	121.00	756.23	151.10	0.00	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	488	1,763.39	1,085.59	270.83	4.00	156.10	536.92	654.66	140.88	0.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	426	1,523.39	1,037.59	270.83	4.00	136.10	344.92	626.66	140.88	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	426	2,263.01	1,554.37	406.24	6.00	202.14	497.32	939.99	211.32	0.00	0.00	0399-0000-208352
LPDWF	LEANDER POLICE DEPAR	3	150.00	50.00	0.00	0.00	50.00	0.00	0.00	100.00	0.00	0.00	0100-0000-341804
MV	STATE CIVIL JUSTICE DA	200	17.83	16.73	3.93	0.00	2.30	0.00	10.50	1.10	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	14	1,730.00	1,730.00	0.00	0.00	1,250.00	0.00	480.00	0.00	0.00	0.00	0399-0000-208850
REL	RELEASE	75	345.50	115.80	34.80	0.00	58.90	5.00	22.10	224.70	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	10	500.00	150.00	100.00	0.00	50.00	0.00	0.00	350.00	0.00	0.00	0100-0000-341804
SJRF	STATE JURY REIMBURSE	5	20.00	4.00	0.00	0.00	0.00	16.00	4.00	0.00	0.00	0.00	0399-0000-208235
SPF	SPECIAL PROCESSING FE	8	780.00	630.00	250.00	0.00	0.00	150.00	380.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	208	5,510.57	5,060.57	942.60	0.00	720.00	0.00	3,397.97	450.00	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	18	73.00	73.00	30.00	5.00	0.00	0.00	38.00	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	278	1,528.15	25.00	10.00	0.00	0.00	1,488.15	15.00	15.00	0.00	0.00	0100-0000-341914
SWF	STATE WARRANT FEE	1	15.50	15.50	15.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208400
THWF	THRALL POLICE DEPART	1	18.50	18.50	18.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
TP	TIME PAYMENT	242	5,537.31	1,218.56	348.69	0.00	181.12	4,125.75	688.75	193.00	0.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	269	481.42	429.42	108.10	0.00	50.00	20.00	271.32	32.00	0.00	0.00	01-0399-0000-20803
TWF	TAYLOR POLICE DEPART	5	250.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	0.00	0.00	0100-0000-341804
TWFIN	TOLLWAY ADMINISTRAT	14	916.01	612.41	203.60	0.00	91.31	0.00	317.50	303.60	0.00	0.00	0100-0000-207027

TOTALS SUMMARY	6687	118,787.10	93,463.41	21,921.04	2,613.63	14,951.23	0.00	53,977.51	$25,323.69	0.00	0.00	

Direct Deposit	$0.00			**HB2398 - 2015**	$101,307.20	
Cash	$21,921.04			**CSR Credit**	$0.00	**Post for Refund** $0.00
Checks	$2,613.63			**Jail Credit**	$25,323.69	**Over Payments** $0.00
Money Orders	$14,951.23					
Credit Cards :	$53,977.51	**Escrow Payments**	$0.00	**Transaction Fee** $0.00	**Non-Monetary**	$0.00

TOTAL CURRENCY :	$93,463.41	**ESCROW**	$0.00	**TRAN. FEES**	$0.00	**TOTAL**	$126,630.89	**TOTAL PAID** $0.00

HB 2398, Legislature 84(R) 2015

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 10/01/2015-10/31/2015

Date Printed: 11/5/2015
Time Printed: 11:21:03AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
01-0100-0000-207008		2,256.13	0.00	0.00	0.00	0.00	2,256.13
0100-0000-209600		85.00	460.00	50.00	0.00	0.00	595.00
0100-0000-341804		1,922.50	1,642.63	2,116.50	0.00	2,904.60	8,586.23
0100-0000-341904		0.00	0.00	0.00	0.00	655.15	655.15
0100-0000-341911		64.20	100.00	35.80	0.00	0.00	200.00
0100-0000-341913		44.54	0.00	300.00	0.00	0.00	344.54
0100-0000-341914		867.75	2,129.87	470.00	0.00	883.00	4,350.62
0100-0000-351304		20,746.10	29,446.05	14,915.80	0.00	84,868.85	149,976.80
0360-0000-341150		323.19	500.00	105.66	0.00	411.69	1,340.54
0361-0000-341154		102.73	156.67	35.22	0.00	87.23	381.85
0365.0000.341161		0.00	25.00	0.00	0.00	0.00	25.00
0372-0000-341144		430.93	654.66	140.88	0.00	536.92	1,763.39
0399-0000-208160		4,286.08	6,529.73	1,408.80	0.00	5,190.02	17,414.63
0399-0000-208170		5.00	30.00	0.00	0.00	65.00	100.00
0399-0000-208180		0.50	2.25	0.00	0.00	5.75	8.50
0399-0000-208235		410.93	630.66	140.88	0.00	360.92	1,543.39
0399-0000-208300		15.00	90.00	0.00	0.00	195.00	300.00
0399-0000-208352		614.38	939.99	211.32	0.00	497.32	2,263.01
0399-0000-208400		212.80	398.05	55.00	0.00	0.00	665.85
0399-0000-208425		1,662.60	3,397.97	450.00	0.00	0.00	5,510.57
0399-0000-208500		2.00	12.00	0.00	0.00	26.00	40.00
0399-0000-208730		0.50	1.50	0.00	0.00	5.00	7.00
0399-0000-208850		1,250.00	480.00	0.00	0.00	0.00	1,730.00
0399-0000-208860		529.81	688.75	193.00	0.00	4,125.75	5,537.31
0399.0000.208703		203.47	313.33	70.44	0.00	152.40	739.64
0399-0000-208415		6.23	10.50	1.10	0.00	0.00	17.83
0100-0000-207027		294.91	317.50	303.60	0.00	0.00	916.01
01.0100.0000.207017	DLQ FEE	2,488.63	3,992.85	4,136.59	0.00	195.60	10,813.67
0103690000370000	JUVENILE CASE MANAGER FUND	501.89	756.23	151.10	0.00	121.00	1,530.22
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	158.10	271.32	32.00	0.00	20.00	481.42
TOTALS :		39,485.90	53,977.51	25,323.69	0.00	101,307.20	220,094.30

Detailed report has been sent to Auditor's Office.

Commissioners Court - Regular Session **12.**

Meeting Date: 12/01/2015

Asset Destruction

Submitted By: Stacy Partridge, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through destruction, including (2) Large boxes of Used Khaki pants/shirts, (1) Box of used Shower Shoes, (1) Broken Mattress, (1) Broken Shower Seat, (complete list attached) pursuant to Tex. Local Gov't Code §263.152.

Background

(1) Bag of Towels that was listed is being donated to the Animal Shelter. All Correspondence are included.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Destruction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	11/19/2015 09:35 AM
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:04 AM
Form Started By: Stacy Partridge		Started On: 11/18/2015 04:50 PM
Final Approval Date: 11/23/2015		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

- ○ TRANSFER bet ween county departments
- ○ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ◉ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	2 Large boxes (in TV boxes) of used khaki pants/shirts	n/a	n/a	Non-Working
1	1 Box of Used Shower Shoes	n/a	n/a	Non-Working
1	used broken mattress	n/a	n/a	Non-Working
1	Broken shower seat	n/a	n/a	Non-Working
1	Bag of used old towels	n/a	n/a	Non-Working

TOWELS ARE BEING DONATED TO ANIMAL SHELTER.

Parties involved:

FROM (Transferor Department): WC Juvenile Services

Transferor - Elected Official/Department Head/ Authorized Staff:

John Pelczar
Print Name

Signature Date

Contact Person:

Carrie Mays
Print Name

(512) 943 3252
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

Stacy Partridge

From: Judy Mills
Sent: Wednesday, November 18, 2015 11:13 AM
To: Stacy Partridge
Subject: Re: Towels for donation

Stacy:

The towels will be dropped off at the Animal Shelter on either Friday or Monday. You are authorized to remove them from the asset sheet. Let me know if we need to do anything else. Thanks!

Judy Mills
Business Assistant, Accounts Payable/Purchasing
Williamson County Juvenile Services
200 Wilco Way
Georgetown, TX 78626
Phone: 512-943-3219
Fax: 512-943-3209

"Begin each day with a grateful heart

From: Stacy Partridge
Sent: Wednesday, November 18, 2015 10:15 AM
To: Judy Mills
Subject: RE: Towels for donation

Hey Judy,

Ok, so I heard back from Linda and she defiantly can use the Towels! Yea!! So the only things I need from you is, 1. The Authorization to remove that item from the asset sheet, and 2. When you think the towels will be delivered to the Shelter?

Last time the Jail donated they just dropped off and just let them know these were the towels from the jail. There is not fancy or formal protocol on this. I just try to always do my part to help departments out, even if it's getting old towels from another department!!

I really appreciate all your help!!

Thank you,

Stacy L. Partridge

Stacy L. Partridge
Purchasing Assistant I
Williamson County Purchasing Department

901 S. Austin Ave.
Georgetown, TX 78626
Dir: 512/943-1478
Fax: 512/943-1575
spartridge@wilco.org



From: Judy Mills
Sent: Wednesday, November 18, 2015 9:37 AM
To: Stacy Partridge <spartridge@wilco.org>
Subject: Re: Towels for donation

Thanks!

Judy Mills
Business Assistant, Accounts Payable/Purchasing
Williamson County Juvenile Services
200 Wilco Way
Georgetown, TX 78626
Phone: 512-943-3219
Fax: 512-943-3209

"Begin each day with a grateful heart

From: Stacy Partridge
Sent: Wednesday, November 18, 2015 9:23 AM
To: Judy Mills
Subject: RE: Towels for donation

Good Morning Judy,

With towels, I usually just mark them off the destroy list with notes and copies of the emails explaining that they are going to the Animal Shelter, then I just find out when they are able to be dropped off and add all of that into the notes for the agenda items. I'm waiting to hear back from Linda over at the Shelter now. Once I hear back from her I'll let you know what we need to do next.

I really appreciate all your help!!

Thank you,

Stacy L. Partridge

Stacy L. Partridge

Purchasing Assistant I
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626
Dir: 512/943-1478
Fax: 512/943-1575
spartridge@wilco.org



From: Judy Mills
Sent: Tuesday, November 17, 2015 1:37 PM
To: Stacy Partridge <spartridge@wilco.org>
Subject: Towels for donation

Stacy:

I have been notified by the Detention department they may have a bag of towels that could be donated to the animal shelter. Do we go through the same formal process or can we just drop them off. Please advise. Thanks!

Judy Mills
Business Assistant, Accounts Payable/Purchasing
Williamson County Juvenile Services
200 Wilco Way
Georgetown, TX 78626
Phone: 512-943-3219
Fax: 512-943-3209

"Begin each day with a grateful heart

Commissioners Court - Regular Session **13.**

Meeting Date: 12/01/2015

Asset Inter-Departmental Transfer

Submitted By: Stacy Partridge, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various County assets through interdepartmental transfer, including (4) Computer Monitors, (1) Desktop Computer, and (1) Printer, (complete list attached) pursuant to the Tex. Local Gov't Code §263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Asset Transfer

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Max Bricka	11/23/2015 09:19 AM
County Judge Exec Asst.	Wendy Coco	11/23/2015 10:12 AM
Form Started By: Stacy Partridge		Started On: 11/23/2015 09:14 AM
Final Approval Date: 11/23/2015		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

- (✓) TRANSFER bet ween county departments
- ( ) SALE at the earliest auction *
- ( ) TRADE-IN for new assets of similar type for the county
- ( ) DONATION to a non-county entity
- ( ) DESTRUCTION due to Public Health / Safety
- ( ) SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 790	7D3XLS1	3264	
1	HP Laserjet 4250N	CNGXF95489		

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WILLIAMSON COUNTY, TEXAS

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/ Authorized Staff:

Tony Hill
Print Name

Signature 11-6-15 Date

Contact Person:

Tony Hill
Print Name

943-3314
Phone Number

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

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

Tammy McCulley
Print Name

Signature 11/6/15 Date

Contact Person:

Tammy McCulley
Print Name

512.943.1455
Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

(•) TRANSFER bet ween county departments ( ) TRADE-IN for new assets of similar type for the county ( ) DESTRUCTION due to Public Health / Safety

( ) SALE at the earliest auction * ( ) DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL MONITOR	CN-ONDMRP-74261-373-2N2U		Working
1	DELL MONITOR	CN-ONDMRP-74261-373-2OVU		Working
1	DELL MONITOR	CN-ONDMRP-74261-36Q-3KAM		Working
1	DELL MONITOR	CN-ONDMRP-74261-36Q-3K3M		Working

Parties involved:

FROM (Transferor Department): Justice of the Peace Precinct 3

Transferor - Elected Official/Department Head/ Authorized Staff:

Judge Bill Gravell, Jr.
Print Name

Signature Bill Gravell Jr. Date

Contact Person:

Melissa Goins
Print Name

+1 (512) 943-1508
Phone Number

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WILLIAMSON COUNTY, TEXAS

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

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

Todd Imboden - Assistant Facilities Director
Print Name

Signature Todd Imboden 11-9-15 Date

Contact Person:

Todd Imboden - Assistant Facilities Director
Print Name

+1 (512) 943-1610
Phone Number

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session **14.**

Meeting Date: 12/01/2015

Asset Sale

Submitted By: Stacy Partridge, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various County Assets through auction, including, (8) Various Printers, (3) Docking Stations, (12) Monitor (multiple sizes), (44) Various Styles Office Chairs, (7) Laptop Power Cords, (1) Laptop Bag, (3) Laptops, (6) Keyboards, (2) Mouse, (16) Misc. Cubicle Pieces, (1) Rolling Table, (1) Filing Shelf, (1) Box Various Office Supplies, (1) GBC Bates Electronic Punch & Staple, (4) 4-Drawer Filing Cabinets, (4) 2-Drawer File Cabinets, (2) 3-Drawer File Cabinets, (3) Desks, (3) TV's39;s, (1) Calculator, (1) CD Radio, (2) Phones, (1) Cassette Recorder, (2) Boxes Micro Cassettes, (5) APC Backups, (4) Computer Internal Power Source, (1) Mini Fridge, (1) Height Board, (1) Quartet Glass Display Case, (1) Small Water Cooler, (1) Shredder, (1) DVD/CD Copier, (1) Mac book Pro, (see complete list) pursuant to Tex. Local Gov't Code

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Sale

Asset Sale

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Max Bricka	11/23/2015 11:35 AM
County Judge Exec Asst.	Wendy Coco	11/23/2015 01:50 PM
Form Started By: Stacy Partridge		Started On: 11/23/2015 10:47 AM
Final Approval Date: 11/23/2015		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
11	desk rolling chairs			Working
1	desk rolling chair-broken wheels			Non-Working
4	sled base guest chairs			Working
1	2 drawer metal filing cabinet			Working
1	3 drawer metal filing cabinet			Working

Parties involved:

FROM (Transferor Department): County Attorney

Transferor - Elected Official/Department Head/ Authorized Staff:

Dee Hobbs
Print Name

Dee Hobbs Jr.
Signature

November 9, 2015
Date

Contact Person:

Stephanie Lloyd
Print Name

943-1116
Phone Number

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

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

Print Name

Signature

Date

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WILLIAMSON COUNTY, TEXAS

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	brown wooden desk			Working
1	brown wooden 3 drawer filing cabinet			Working
1	light brown 2 drawer filing cabinet			Working
1	Dell flat screen monitor	CN-02Y315-71618-38Q-DBQ1		Working
1	Aleratec DVD/CD copier	s/n: 00331-003298		Non-Working

Parties involved:

FROM (Transferor Department): County Attorney

Transferor - Elected Official/Department Head/ Authorized Staff:

Dee Hobbs
Print Name

Dee Hobbs Jr.
Signature

November 9, 2015
Date

Contact Person:

Stephanie Lloyd
Print Name

943-1116
Phone Number

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

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NOV 12 2015
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Print Form

Williamson County
Asset Status Change Form

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- ○ TRANSFER bet ween county departments
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- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	2006 Apple Macbook Pro	SNW870 70VT W0K	C01475	Non Working
				No power cord. Cannot erase
				OA Bradley's
				Data !

Parties involved:

FROM (Transferor Department): Dan Cohen, EMS

Transferor - Elected Official/Department Head/ Authorized Staff:

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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

Mike Knipstein
Print Name

Signature Date

Contact Person:

Mike Knipstein
Print Name

512-943-1224
Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Red Drafting/Telescoping (Counter) Chair with Carpet Wheels a		MJ411R	Working
1	Red Drafting/Telescoping (Counter) Chair with Carpet Wheels a		MO411R	Working
1	Red Drafting/Telescoping (Counter) Chair with Carpet Wheels a		MX411R	Working

Parties involved:

FROM (Transferor Department): County Clerk

Transferor - Elected Official/Department Head/ Authorized Staff:

Nancy E. Rister
Print Name

Nancy E. Rister
Signature

Date

Contact Person:

Carolyn Deibler
Print Name

+1 (512) 943-1976
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED
NOV - 9 2015
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Gray Desk Chair with Carpet Wheels and two (2) Arms		D6JFYS	Working
1	Gray Desk Chair with Carpet Wheels and two (2) Arms		DTJFYS	Working
1	Red Desk Chair with Carpet Wheels and two (2) Arms		MH411R	Working
1	Light Gray Desk Chair with Carpet Wheels and no Arms		D8XFHS	Working

Parties involved:

FROM (Transferor Department): County Clerk

Transferor - Elected Official/Department Head/ Authorized Staff:

Nancy E. Rister
Print Name

Nancy E. Rister
Signature

Date

Contact Person:

Carolyn Deibler
Print Name

+1 (512) 943-1976
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED
NOV - 9 2015
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Light Red Desk Chair with Carpet Wheels and two (2) Arms		WHRVL	Working
1	Light Red Desk Chair with Carpet Wheels with Broken Back and		No #	Non-Working
2	Light Red Desk Chair with Carpet Wheels and no Arms		No #	Working
1	Red Desk Chair with Carpet Wheels and two (2) Arms		M2Z1X5	Working
6	Three (3) Sets of Chair Arms		No #	Non-Working

Parties involved:

FROM (Transferor Department): County Clerk

Transferor - Elected Official/Department Head/ Authorized Staff:

Nancy E. Rister
Print Name

Nancy E. Rister
Signature

Date

Contact Person:

Carolyn Deibler
Print Name

+1 (512) 943-1976
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Blue/Gray Desk Chair with Carpet Wheels and no Arms		7I7GS	Working
1	Blue/Gray Desk Chair with Carpet Wheels and one (1) Arm		MPJ8DM	Working
1	Red Desk Chair with Carpet Wheels and two (2) Arms		MAZ1X5	Working
1	Gold Desk Chair with Carpet Wheels and two (2) Wood Arms		No Tag #	Working
1	Red Desk Chair with Carpet Wheels and No Arms		MBYB68	Working

Parties involved:

FROM (Transferor Department): County Clerk

Transferor - Elected Official/Department Head/ Authorized Staff:

Nancy E. Rister
Print Name

Nancy E. Rister
Signature

Date

Contact Person:

Carolyn Deibler
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Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Red Desk Chair with Carpet Wheels and two (2) Arms		MFZ1J5	Working
1	Red Desk Chair with Carpet Wheels and two (2) Arms		M7Z1X5	Working
1	Red Desk Chair with Carpet Wheels and two (2) Arms		M5419R	Working
1	Red Desk Chair with Carpet Wheels and two (2) Arms		M1Z1X5	Working
1	Red Desk Chair with Carpet Wheels and two (2) Arms		M7YB68	Working

Parties involved:

FROM (Transferor Department): County Clerk

Transferor - Elected Official/Department Head/ Authorized Staff:

Nancy E. Rister
Print Name

Nancy E. Rister
Signature

Date

Contact Person:

Carolyn Deibler
Print Name

+1 (512) 943-1976
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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Red Drafting/Telescoping (Counter) Chair with Carpet Wheels a		MR411R	Working
1	Light Gray Desk Chair with Carpet Wheels and no Arms		D77TVG	Working
1	Light Gray Desk Chair with Carpet Wheels and no Arms		DG7TVG	Working
1	Red Drafting/Telescoping (Counter) Chair with Carpet Wheels a		M7411R	Working
1	Red Drafting/Telescoping (Counter) Chair with Carpet Wheels a		ME411R	Working

Parties involved:

FROM (Transferor Department): County Clerk

Transferor - Elected Official/Department Head/ Authorized Staff:

Nancy E. Rister
Print Name

Nancy E. Rister
Signature

Date

Contact Person:

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Wooden desk hutch with shelves			Working
1	Fellows Paper Shredder			Non-Working

Parties involved:

FROM (Transferor Department): 0665 AGRICULTURAL EXTENSION OFFICE

Transferor - Elected Official/Department Head/ Authorized Staff:

Chelsea Stevens
Print Name

Chelsea Stevens
Signature

November 3, 2015
Date

Contact Person:

Angela Dismukes
Print Name

+1 (512) 943-3300
Phone Number

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

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	4 drawer tall filing cabinets - black	n/a	n/a	Working
1	Black office desk - brown wood top with black metal drawers	n/a	n/a	Working
1	2 drawer short filing cabinet (letter size) - black	n/a	n/a	Working
1	Wide 2-drawer short filing cabinet (letter size)	n/a	n/a	Non-Working
2.5	2 full Grey desk chairs (+ 1 seat/back only)	n/a	n/a	Non-Working

Parties involved:

FROM (Transferor Department): WC Juvenile Services

Transferor - Elected Official/Department Head/ Authorized Staff:

John Pelczar
Print Name

Signature Date

Contact Person:

Carrie Mays
Print Name

(512) 943 3252
Phone Number

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

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	27" Toshiba 27A32 color Television - (1 working; 1 non-working)	8385174689B; 8385177429B	n/a	Working
1	17" Dell Monitor - LCD	CN-0Y4299-71618-SBN-CBE5	n/a	Working
1	17" Dell Monitor - LCD	CN-0Y4299-71618-SBN-CB7M	n/a	Working
1	HP Laserjet 4050N	ULH1431	n/a	Non-Working
1	HP Scanjet 5590	CN81BTR03Q	n/a	Non-Working

Parties involved:

FROM (Transferor Department): WC Juvenile Services

Transferor - Elected Official/Department Head/ Authorized Staff:

John Pelczar
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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Victor 1225 tape calculator	n/a	n/a	Non-Working
1	Logitech MK 700 wireless keyboard	n/a	n/a	Non-Working
1	Dell PS-2 Port Keyboard	n/a	n/a	Non-Working
1	Philips CD Radio	n/a	n/a	Non-Working
1	HP Scanjet 5200C	SG93V160CC	n/a	Non-Working

Parties involved:

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John Pelczar
Print Name

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Carrie Mays
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(512) 943 3252
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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Avaya 4606 IP Phone	n/a	n/a	Non-Working
1	Avaya 6211 Phone	n/a	n/a	Non-Working
1	Sony M-630V V.O.R. Micro-Cassette Recorder	n/a	n/a	Non-Working
1	Box of (9) 60 min. "Certron" Micro-Cassettes	n/a	n/a	Working
1	Box of (10) 60 min. "Imation" Micro-Cassettes	n/a	n/a	Working

Parties involved:

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	APC 350 Back-UPS ES + Surge protection - 6 plug	AB0408140125 ; AB0408140227	n/a	Non-Working
1	APC 500 Back-UPS - 8 plug	3B0G35X89038	n/a	Non-Working
2	APC 1500 Back-UPS	8B0735R0G895 ; JB0335003336		Non-Working
4	Computer Internal Power Sources	n/a	n/a	Non-Working
1	White mini-fridge	n/a	n/a	Non-Working

Parties involved:

FROM (Transferor Department): WC Juvenile Services

Transferor - Elected Official/Department Head/ Authorized Staff:

John Pelczar
Print Name

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Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Height Board (for measuring human height - white with black tape)	n/a	n/a	Working
1	Quartet Glass Dispay Case (no key)	n/a	n/a	Working
1	Small Blue Igloo Water Cooler	n/a	n/a	Working
1	27" Toshiba TV (tube TV)	8385177385B	n/a	Working
				Working

Parties involved:

FROM (Transferor Department): WC Juvenile Services

Transferor - Elected Official/Department Head/ Authorized Staff:

John Pelczar
Print Name

Signature Date

Contact Person:

Carrie Mays
Print Name

(512) 943 3252
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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	Tan tall 4-drawer filing cabinets	n/a	n/a	Working
2	20" Bosch LTC 2821/91 Monitors (Coaxial Cable hook-up)	B5993WAY800818A; B5993WAY600157T	n/a	Working
3	12" Phillips LTC 2914/91 Monitors	2X024170432; 2X01236066; 2X01327036	n/a	Working
1	20" Bosch LTC 2821/91 Monitors (Coaxial Cable hook-up)	B5993VAP300194H	n/a	Working
			n/a	Working

Parties involved:

FROM (Transferor Department): WC Juvenile Services

Transferor - Elected Official/Department Head/ Authorized Staff:

John Pelczar
Print Name

Signature Date

Contact Person:

Carrie Mays
Print Name

(512) 943 3252
Phone Number

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Color Laser Jet 4500 DN- Hewlett Packard	JPHAA02330	LGHAO66355	Non-Working

Parties involved:

FROM (Transferor Department): County Judge

Transferor - Elected Official/Department Head/ Authorized Staff:

Rebecca Clemons
Print Name

Rebecca Clemons November 18, 2015
Signature Date

Contact Person:

Kathi Wysong/ Connie Watson
Print Name

+1 (512) 943-3579
Phone Number

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

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

- ○ TRANSFER bet ween county departments
- ● SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Laserjet 4000N	USEB026263		non working

Parties involved:

FROM (Transferor Department): IT

Transferor - Elected Official/Department Head/ Authorized Staff:

Tammy McCulley
Print Name

Tammy McCulley 11.19.15
Signature Date

Contact Person: Tony Hill
Print Name

943-3314
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

RECEIVED
NOV 20 2015
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP printer 4200N	100295	PTR17	Working
2	Dell docking stations	2435160001297/ 2438330302809	N/A	Working
1	Dell Monitor	CN0F8NDP742610910050	N/A	Working
1	HP printer 4250N	100480	n/a	Working
1	Dell monitor	CN0DC323716868HABIS	N/A	Working

Parties involved:

FROM (Transferor Department): COUNTY JUDGE'S OFFICE

Transferor - Elected Official/Department Head/ Authorized Staff:

REBECCA CLEMONS
Print Name

Rebecca Clemons 11/19/15
Signature Date

Contact Person:

REBECCA CLEMONS
Print Name

5129431550
Phone Number

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

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

Print Name

Signature Date

Contact Person:

RECEIVED
NOV 19 2015
WILLIAMSON COUNTY, TEXAS

Print Name

Phone Number

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- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	office chair	N/A	N/A	Non-Working
1	docking station with stand	CN09W39573901	N/A	Working
7	laptop power cords	N/A	N/A	Working
1	HP all in one color printer	L7860	n/a	Non-Working
1	laptop bag	N/A	N/A	Working

Parties involved:

FROM (Transferor Department): COUNTY JUDGE'S OFFICE

Transferor - Elected Official/Department Head/ Authorized Staff:

REBECCA CLEMONS
Print Name

Rebecca Clemons 11/19/15
Signature Date

Contact Person:

REBECCA CLEMONS
Print Name

5129431550
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

RECEIVED
NOV 19 2015
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

FrmAudASCFOT revision 07/2014

Williamson County

Asset Status Change Form

Print Form

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

- ○ TRANSFER bet ween county departments
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- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell laptop	52qpzn1	c02897	Working
1	Dell laptop	70045555423254	c01928	Working
1	Dell laptop	h2fy81	c02765	Working
1	Logitech keyboard	pid sc31053	n/a	Working
1	Logitech Mouse	m705	n/a	Working

Parties involved:

FROM (Transferor Department): COUNTY JUDGE'S OFFICE

Transferor - Elected Official/Department Head/ Authorized Staff:

REBECCA CLEMONS
Print Name

Rebecca Clemons 11/19/15
Signature Date

Contact Person:

REBECCA CLEMONS
Print Name

5129431550
Phone Number

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

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

Print Name

Signature Date

Contact Person:

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WILLIAMSON COUNTY, TEXAS

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

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

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

○ TRANSFER bet ween county departments ○ TRADE-IN for new assets of similar type for the county ○ DESTRUCTION due to Public Health / Safety

● SALE at the earliest auction * ○ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	tan colored 61" cubicle walls	NA	NA	Working
3	grey colored 31" cubicle walls	NA	NA	Working
1	pink colored 45" cubicle wall	NA	NA	Working
5	tan colored 42" cubicle walls	NA	NA	Working
5	wood stands (for cubicle walls)	NA	NA	Working

Parties involved:

FROM (Transferor Department): 560 – COUNTY SHERIFF

Transferor - Elected Official/Department Head/ Authorized Staff:

L.C. TONY MARSHALL / CHIEF DEPUTY
Print Name

Signature

10-8-15
Date

Contact Person:

Mike COWIE, Lieutenant
Print Name

512.943.5261
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED
NOV 17 2015
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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FrmAudASCF01 revision 8/24/09

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- ○ TRADE-IN for new assets of similar type for the county
- ○ DESTRUCTION due to Public Health / Safety
- ● SALE at the earliest auction *
- ○ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
6 1	tri fold rolling tables ~~(wood~~/metal)	NA	NA	Working
1	blue colored rolling office chair (no arms)	HON	NA	Working
				~~Working~~
				~~Working~~
				~~Working~~

Parties involved:

FROM (Transferor Department): 560

Transferor - Elected Official/Department Head/ Authorized Staff:

L.C. MARSHALL
Print Name

L.C. Marshall 10-8-15
Signature Date

Contact Person:

Mike Cowie, Lieutenant
Print Name

512.943.5261
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

RECEIVED
NOV 17 2015
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	file shelving w/removable buckets			Working

Parties involved:

FROM (Transferor Department): County Attorney

Transferor - Elected Official/Department Head/ Authorized Staff:

Dee Hobbs
Print Name

Dee Hobbs Jr.
Signature

November 12, 2015
Date

Contact Person:

Stephanie Lloyd
Print Name

943-1116
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

RECEIVED
NOV 13 2015
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Print Name

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- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	GBC BATES - ELECTRIC PUNCH & STAPLE	MQ62314		Working
	VARIOUS OFFICE SUPPLIES	N/A		Working
1	DELL MONITOR	CN-ONDMRP-74261-36Q-3K6M		Working
3	KEYBOARDS	N/A		Working
2	MOUSE	N/A		Working

Parties involved:

FROM (Transferor Department): Justice of the Peace, Precinct 3

Transferor - Elected Official/Department Head/ Authorized Staff:

Bill Gravell, Jr.
Print Name

Signature Date

Contact Person:

Melissa Goins
Print Name

+1 (512) 943-1508
Phone Number

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

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

Tony Hill
Print Name

Signature Date

Contact Person:

Tony Hill
Print Name

+1 (512) 943-3314
Phone Number

RECEIVED
NOV 13 2015
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Commissioners Court - Regular Session **15.**

Meeting Date: 12/01/2015

Discuss consider and take appropriate action on approval of the replat of Lot 1 of Teravista Com 24 subdivision - Pct 3

Submitted For: Joe England **Submitted By:** Stephen Jones-Meyer, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the replat of Lot 1 of Teravista Com 24 subdivision - Pct 3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Replat Lot 1 - Teravista Sec 24

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:03 AM
Form Started By: Stephen Jones-Meyer		Started On: 11/17/2015 10:35 AM
Final Approval Date: 11/23/2015		

FINAL PLAT OF TERAVISTA COM 24

(A REPLAT OF A PORTION OF LOT 1, BLOCK "A", TERAVISTA SECTION 24)

FIELDNOTE DESCRIPTION:

OF A 6.779 ACRE TRACT OF LAND OUT OF THE BARNEY C. LOW SURVEY, ABSTRACT NO. 385, SITUATED IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF LOT 1, BLOCK "A" OF TERAVISTIA SECTION 24, A SUBDIVISION OF RECORD IN CABINET DD, PAGES 388–389 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 6.779 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON FOUND IN THE NORTHERLY RIGHT–OF–WAY LINE OF UNIVERSITY BOULEVARD (R.O.W. VARIES), BEING THE SOUTHEASTERLY CORNER OF LOT 1, BLOCK "A", TERAVISTA SECTION 25, A SUBDIVISION OF RECORD IN CABINET CC, SLIDES 301–302 OF SAID PLAT RECORDS AND THE SOUTHWESTERLY CORNER OF SAID LOT 1 OF TERAVISTA SECTION 24 AND HEREOF;

THENCE, N52°29'03"W, LEAVING THE NORTHERLY RIGHT–OF–WAY LINE OF UNIVERSITY BOULEVARD, ALONG THE COMMON LINE OF SAID LOT 1 OF TERAVISTA SECTION 25 AND SAID LOT 1 OF TERAVISTA SECTION 24, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 140.95 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHWESTERLY CORNER OF THAT CERTAIN 1.657 ACRE TRACT OF LAND CONVEYED TO THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 11, OF RECORD IN DOCUMENT NO. 2009054204 OF SAID OFFICIAL PUBLIC RECORDS FOR AN ANGLE POINT HEREOF;

THENCE, LEAVING THE EASTERLY LINE OF SAID LOT 1 OF TERAVISTA SECTION 25, ALONG THE COMMON LINE OF SAID 1.657 ACRE TRACT AND SAID LOT 1 OF TERAVISTA SECTION 24, FOR A PORTION OF THE WESTERLY LINE HEREOF, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) ALONG A NON–TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1085.00 FEET, A CENTRAL ANGLE OF 12°27'24", AN ARC LENGTH OF 235.89 FEET, AND A CHORD WHICH BEARS, N64°38'40"E, A DISTANCE OF 235.43 FEET TO A 1/2 INCH IRON ROD FOUND AT THE END OF SAID CURVE;

2) N56°12'34"W, A DISTANCE OF 259.11 FEET TO A 1/2 INCH IRON ROD FOUND;

3) N49°15'50"W, A DISTANCE OF 143.30 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHEASTERLY CORNER OF SAID 1.657 ACRE TRACT, BEING THE MOST EASTERLY CORNER OF LOT 38, BLOCK 1 OF TERAVISTA SECTION 17B, A SUBDIVISION OF RECORD IN CABINET FF, SLIDES 301–302 OF SAID PLAT RECORDS FOR AN ANGLE POINT HEREOF;

THENCE, LEAVING THE NORTHEASTERLY CORNER OF SAID 1.657 ACRE TRACT, ALONG THE COMMON LINE OF SAID LOT 38 AND SAID LOT 1 OF TERAVISTA SECTION 24, FOR A PORTION OF THE WESTERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) N63°23'57"W, A DISTANCE OF 155.47 FEET TO A 1/2 INCH IRON ROD FOUND;

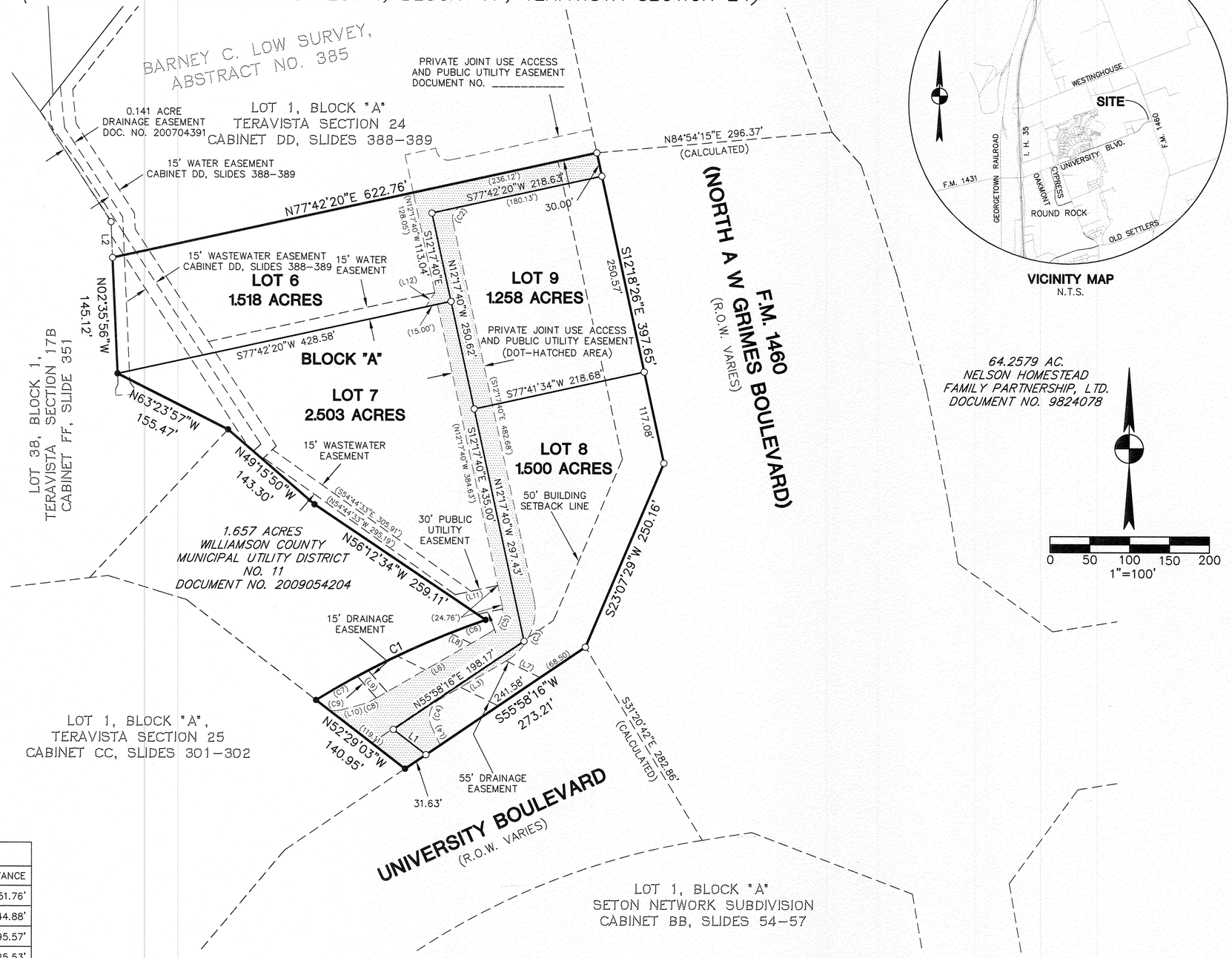
2) N02°35'56"W, A DISTANCE OF 145.12 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET FOR THE NORTHWESTERLY CORNER HEREOF FROM WHICH, A 1/2 INCH IRON ROD FOUND AT AN ANGLE POINT IN THE WESTERLY LINE OF SAID LOT 1 OF TERAVISTA SECTION 24 BEARS N02°35'56"W, A DISTANCE OF 44.88 FEET;

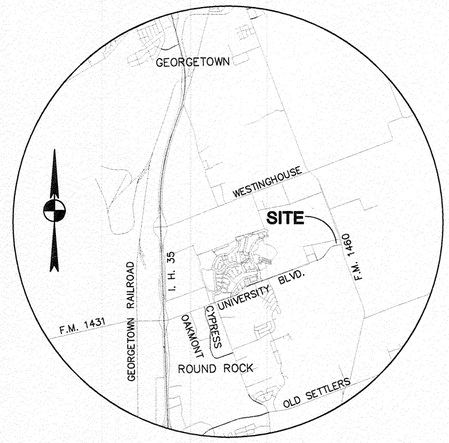
THENCE, N77°42'20"E, LEAVING THE EASTERLY LINE OF SAID LOT 38, OVER AND ACROSS SAID LOT 1 OF TERAVISTA SECTION 24 FOR THE NORTHERLY LINE HEREOF, A DISTANCE OF 622.76 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET IN THE WESTERLY RIGHT–OF–WAY LINE OF F.M. 1460 (NORTH A W GRIMES BOULEVARD – R.O.W. VARIES) BEING THE EASTERLY LINE OF SAID LOT 1 OF TERAVISTA SECTION 24, FOR THE NORTHEASTERLY CORNER HEREOF;

THENCE, S12°18'26"E, ALONG THE WESTERLY RIGHT–OF–WAY LINE OF F.M. 1460, BEING THE EASTERLY LINE OF SAID LOT 1 OF TERAVISTA SECTION 24, FOR THE EASTERLY LINE HEREOF, A DISTANCE OF 397.65 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE NORTHERLY END OF A CUT BACK LINE AT THE INTERSECTION OF THE WESTERLY RIGHT–OF–WAY LINE OF F.M. 1460 AND THE NORTHERLY RIGHT–OF–WAY LINE OF UNIVERSITY BOULEVARD FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE, S23°07'29"W, ALONG SAID CUT BACK LINE, BEING THE SOUTHERLY LINE OF SAID LOT 1 OF TERAVISTA SECTION 24, FOR A PORTION OF THE SOUTHERLY LINE HEREOF, A DISTANCE OF 250.16 FEET TO A 1/2 INCH IRON ROD WITH "BURY" CAP SET AT THE END OF SAID CUT BACK LINE;

THENCE, S55°58'16"W, ALONG THE NORTHERLY RIGHT–OF–WAY LINE OF UNIVERSITY BOULEVARD, BEING THE SOUTHERLY LINE OF SAID LOT 1 OF TERAVISTA SECTION 24, A DISTANCE OF 273.21 FEET TO THE **POINT OF BEGINNING,** CONTAINING AN AREA OF 6.779 ACRES OR (295,313 SQUARE FEET) OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.





VICINITY MAP
N.T.S.

64.2579 AC.
NELSON HOMESTEAD
FAMILY PARTNERSHIP, LTD.
DOCUMENT NO. 9824078

0 50 100 150 200
1"=100'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	235.89'	1085.00'	12°27'24"	N64°38'40"E	235.43'
C2	23.56'	15.00'	90°00'00"	S32°42'20"W	21.21'
C3	92.74'	73.50'	72°17'40"	N23°51'10"E	86.71'
C4	39.59'	26.50'	85°35'30"	S17°12'15"W	36.01'
C5	41.01'	32.50'	72°17'40"	N23°51'10"E	38.34'
C6	47.84'	1085.00'	2°31'35"	S69°36'34"W	47.84'
C7	59.64'	1085.00'	3°08'57"	S59°59'26"W	59.63'
C8	20.20'	75.00'	15°25'59"	N67°42'59"E	20.14'
C9	15.67'	46.00'	19°31'01"	N85°11'30"E	15.59'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N52°29'03"W	51.76'
L2	N2°35'56"W	44.88'
L3	N60°00'00"E	95.57'
L4	N25°35'30"W	25.53'
L6	N60°00'00"E	166.67'
L7	N63°58'56"W	47.37'
L8	N63°58'56"W	29.54'
L9	N41°34'03"W	36.32'
L10	N75°25'59"E	22.76'
L11	S77°42'20"W	54.84'
L12	S32°42'20"W	21.21'

LEGEND

- ● 1/2" IRON ROD FOUND (UNLESS NOTED)
- O 1/2" IRON ROD WITH "BURY;" CAP SET
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- (C10) EASEMENT BEARINGS AND DISTANCES

GENERAL INFORMATION:

OWNER.....NNP–TERAVISTA, LLC
TOTAL ACREAGE.....6.779 ACRES
SURVEY OF.....BARNEY C. LOW (A–385)
DATE.....SEPTEMBER, 2015
OF COMMERCIAL LOTS.....4
TOTAL # OF BLOCKS.....1

FINAL PLAT OF TERAVISTA COM 24

(A REPLAT OF A PORTION OF LOT 1, BLOCK "A", TERAVISTA SECTION 24)

DATE: SEPTEMBER, 2015

PREPARED BY:

BURY
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500

Copyright © 2015

Field Note: 15–340(MJR)
Drawn by: KWA Approved by: MJJ Project No.: R0102640–10109 File:H:\102640\109\102640109PL1.dwg

FINAL PLAT OF TERAVISTA COM 24

(A REPLAT OF A PORTION OF LOT 1, BLOCK "A", TERAVISTA SECTION 24)

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS

THAT NNP–TERAVISTA, LLC, SOLE OWNER OF THE CERTAIN TRACTS OF LAND SHOWN HEREON AND BEING A PORTION OF LOT 1, BLOCK "A", TERAVISTA SECTION 24, OF RECORD IN CABINET "DD" SLIDES 388–389 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE THE **6.779 ACRES** AS SHOWN HEREON AND DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS **"FINAL PLAT OF TERAVISTA COM 24"**. THE OWNER ACKNOWLEDGES THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

NNP–TERAVISTA, LLC , A TEXAS LIMITED LIABILITY COMPANY

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 13th DAY OF November, 2015.

NNP–TERAVISTA, LLC
A TEXAS LIMITED LIABILITY COMPANY

E. William Meyer

BY: E. WILLIAM MEYER
SENIOR VICE PRESIDENT
13809 RESEARCH BOULEVARD, SUITE 475
AUSTIN, TEXAS 78750

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED E. WILLIAM MEYER, OF NNP–TERAVISTA, LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13th DAY OF November, 2015.

R. Hinojosa
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

R. HINOJOSA
Notary Public, State of Texas
My Commission Expires
March 01, 2016

PRINTED NAME: R. Hinojosa

MY COMMISSION EXPIRES ON: 3-1-16

ENGINEER'S CERTIFICATION:

I, JOHN A. PICKENS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND IS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0485E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO THE CITY OF GEORGETOWN REGULATIONS.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/ OR PUBLIC RIGHTS–OF–WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS,

THIS 11 DAY OF Nov, 2015.

JOHN A. PICKENS
REGISTERED PROFESSIONAL ENGINEER
NO. 110631 STATE OF TEXAS
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

STATE OF TEXAS
JOHN A. PICKENS
110631
LICENSED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF GEORGETOWN, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS,

THIS 11 DAY OF Nov, 2015.

JOHN T. BILNOSKI, R.P.L.S.
TEXAS REGISTRATION NO. 4998
BURY–AUS, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

STATE OF TEXAS
REGISTERED
JOHN T. BILNOSKI
4998
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS

WE, NASH FINANCING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LIEN HOLDER OF CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2006072574 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS, RIGHTS–OF–WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS **"FINAL PLAT OF TERAVISTA COM 24"**.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 16 DAY OF Nov, 2015.

NASH FINANCING, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: NORTH AMERICA SEKISUI HOUSE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS SOLE MEMBER

BY: Koji Yamada 11-16-15
Koji Yamada DATE
Authorized Signatory

STATE OF CALIFORNIA)(
COUNTY OF San Diego)(

ON November 16, 2015, BEFORE
ME, K. Paxton, notary public PERSONALLY
APPEARED, Koji Yamada, WHO PROVED
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE K. Paxton.

SEAL

K. PAXTON
COMM. # 2053146
NOTARY PUBLIC–CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXP. MAR. 29, 2019

GENERAL NOTES:

1) ALL PLAT BOUNDARY CORNERS ARE STAKED WITH 1/2–INCH IRON RODS WITH PLASTIC CAPS STAMPED "BURY" UNLESS OTHERWISE INDICATED.

2) GAS SERVICE WILL BE PROVIDED BY ATMOS ENERGY.

3) ELECTRIC SERVICE WILL BE PROVIDED BY ONCOR.

4) A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION, THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

5) THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER TRANSITION ZONE.

6) WATER AND SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY WILLIAMSON COUNTY M.U.D. NO. 11.

7) ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE IN TERMS OF NAD83/93 DATUM EXPRESSED IN U.S. SURVEY FEET. SURFACE DISTANCES SHOWN HEREON MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED FACTOR OF 0.999870053.

8) THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

GENERAL NOTES (CONTINUED):

9) LOT 6, BLOCK "A" AND LOT 7, BLOCK "A" MAY NOT BE FURTHER SUBDIVIDED.

10) THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF TERAVISTA SECTION 24, AS RECORDED IN DOCUMENT NO. 2007091816 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

11) ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

12) THIS SUBDIVISION IS SUBJECT TO STORM–WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD REVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

OWNER'S RESPONSIBILITIES

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY THE OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS;

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES ATTACHED HEREON, THAT A SUBDIVISION, TERAVISTA SECTION 5 FINAL PLAT, HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS AND BY THE SAID COURT DULY CONSIDERED, WAS ON THIS DAY APPROVED AND SAID PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPERTY RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN A. GATTIS, COUNTY JUDGE DATE:
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
KNOW ALL MEN BY THESE PRESENTS;

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF _____, 20____ A.D., AT _____ O'CLOCK, __.M., AND DULY RECORDED THIS THE DAY OF _____, 20____ A.D. AT _____ O'CLOCK __ M., IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK, COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

FINAL PLAT OF TERAVISTA COM 24
(A REPLAT OF A PORTION OF LOT 1, BLOCK "A", TERAVISTA SECTION 24)

DATE: SEPTEMBER, 2015

PREPARED BY:

BURY
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500
Copyright © 2015

Drawn by: KWA Approved by: MJJ Project No.: R0102640–10109 File:H:\102640\109\102640109PL1.dwg

OWNER
NNP–Teravista, LLC, a Texas Limited Partnership
13809 RESEARCH BOULEVARD, SUITE 475
AUSTIN, TEXAS 78750
(512) 244–6667 FAX (512) 244–6875

ENGINEER
Bury–Aus, Inc.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328–0011 FAX (512) 328–0325

SURVEYOR
Bury–Aus, Inc.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328–0011 FAX (512) 328–0325

Commissioners Court - Regular Session **16.**

Meeting Date: 12/01/2015

Discuss consider and take appropriate action on approval of the preliminary plat for the Santa Rita Ranch Northwest Ph 1 subdivision - Pct 2

Submitted For: Joe England **Submitted By:** Patrick Hughes, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Santa Rita Ranch Northwest Ph 1 subdivision - Pct 2.

Background

This is a rural subdivision located on the west side of Ronald Reagan Boulevard across from the Santa Rita Ranch development. It consists of 95, one-acre single-family lots and 11,249 feet of new public roads. West Elizabeth Park Boulevard is a part of the overall proposed arterial roadway plan, and the alignment of this road has been coordinated with the developer for the (yet unnamed) rural subdivision located immediately to the west of this plat.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Prelim Plat - Santa Rita Ranch Northwest Ph 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:03 AM
Form Started By: Patrick Hughes		Started On: 11/17/2015 03:21 PM
Final Approval Date: 11/23/2015		

Commissioners Court - Regular Session **17.**

Meeting Date: 12/01/2015

Proclamation Tree of Angels Day

Submitted For: Mary Clark **Submitted By:** Mary Clark, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on proclaiming December 8th, 2015 as "Tree of Angel Day" in Williamson County.

Background

The Williamson County District Attorney's Office respectfully request your consideration and support with an official Proclamation designating December 8, 2015, as Tree of Angels® Day in Williamson County. In December 1991, a memorable tradition was initiated by Verna Lee Carr with People Against Violent Crime to recognize that the holiday season is a particularly difficult time for crime victims and their families. This special event is a reverent forum for communities to honor victims of crime and their families by making it possible to bring an angel to place on a tree, known as a Christmas tree. The trauma, pain and sorrow that so many crime victims endure can be alleviated by acts of compassion from within their own community. The District Attorney's Office can think of no better time than during the holiday season for the community to acknowledge with a Proclamation those who are walking life's highway due to a violent crime. On March 21, 2000, the Tree of Angels® was registered with the United States Patent and Trademark Office to provide victims ownership of a special ceremony in December. Since its inception, the Tree of Angels® has grown and now embraces victims and victims' families throughout Texas communities. The impact of the Tree of Angels® has crossed the ocean and was established in New Wales, Australia in 2004. Above all, the Tree of Angels® has become an expression of genuine love and support. December 2000, former President George W. Bush as Governor of Texas, recognized with the first Proclamation "Tree of Angels® Week" in Texas. Throughout Texas the "Tree of Angels®" since has been recognized by the Texas Governor each December. The 3rd Tree of Angels Dedication Ceremony will be held on December 8th, 2015, at 6:30 p.m. in the 26th District Courtroom, on the second floor of the Williamson County Historic Courthouse, 710 Main Street, which is located on the square in Georgetown, Texas.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TOA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:04 AM
Form Started By: Mary Clark		Started On: 11/20/2015 10:14 AM
Final Approval Date: 11/23/2015		

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

That on the 1st day of December, 2015 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge
Lisa L. Birkman, Commissioner Precinct One
Cynthia P. 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:

PROCLAMATION

WHEREAS, when crimes occur, society must protect not only the rights of the accused, but also the rights of the victim; and

WHEREAS, recognizing that the holiday season is a difficult time for victims and their families The Tree of Angels has become a memorable tradition observed in Williamson County to recognize that the holiday season is a difficult time for victims and their families; and

WHEREAS, the event honors surviving victims of violent crime and victims' families by allowing loved ones to bring an angel to place on a special Christmas tree; and

WHEREAS, all Williamson County citizens recognize the important work of all who commit themselves to assist crime victims and their loved ones with traditions like the Tree of Angels that reflect the kind and compassionate spirit of the holiday season and encourage us all to play a role in building a safer, more just community.

NOW THEREFORE, BE IT PROCLAIMED THAT the Commissioners Court of Williamson County, State of Texas, hereby proclaims December 8th, 2015 as

TREE OF ANGELS DAY

and urges the citizens of Williamson County to participate in the Tree of Angels event on Tuesday December 8th, 2015 at 6:30 p.m. in the 26th District Courtroom, on the second floor of the Williamson County Historic Courthouse, 710 Main Street, which is located on the square in Georgetown, Texas.

Proclaimed this 1st day of December, 2015.

_____
Dan A. Gattis, County Judge

_____
Commissioner, Precinct 1

_____
Commissioner, Precinct 2

_____
Commissioner, Precinct 3

_____
Commissioner, Precinct 4

ATTEST:

_____
Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **18.**

Meeting Date: 12/01/2015

Discuss consider and take appropriate action on the Department of Infrastructure 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

Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:03 AM
Form Started By: Lydia Linden		Started On: 11/13/2015 08:38 AM
Final Approval Date: 11/23/2015		

Commissioners Court - Regular Session **19.**

Meeting Date: 12/01/2015

13IFB00119 CR 170 Change Order No 09

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 9 in the amount of -$29838.19 for County Road 170, a Road Bond Project in Commissioner Pct. 4.

Background

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds a new Contract Item to charge the Contractor for additional engineering costs required to verify positive drainage under as-built conditions.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

13IFB00119 CR 170 CO No. 9

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 10:12 AM
Form Started By: Dawn Haggard		Started On: 11/18/2015 12:29 PM
Final Approval Date: 11/23/2015		

Received
NOV 17 2015
HNTB Corporation
Round Rock

Received
NOV 12 2015
HNTB Corporation
Round Rock

RECEIVED
NOV 12 2015
BY: RST

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 9

1. CONTRACTOR: **BPI Environmental Services, Inc.**

2. Change Order Work Limits: Sta. **1+59** to Sta. **36+63**

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

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

Project:	***13IFB00119***
Roadway:	***CR 170***
Purchase Order Number:	

5. Describe the work being revised:

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. **5E: Contractor Convenience (Other).** This Change Order also adds a new Contract Item to backcharge the Contractor for additional engineering costs required to verify positive drainage under as-built conditions.

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

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

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

THE CONTRACTOR Date 11/10/2015

By

Typed/Printed Name Adrian Benitez Jr.

Typed/Printed Title Manager

The following information must be provided

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

Amount added by this change order: **($29,838.19)**

RECOMMENDED FOR EXECUTION:

Project Manager 11/12/15 Date

N/A
Design Engineer Date

11/5/2015
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***9*** ***Project #*** ***13IFB00119***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
0104-2017	REMOVING CONCRETE (DRIVEWAYS) .	SY	$9.74	715.00	$6,964.10	128.00	843.00	$8,210.82	$1,246.72
0105-2002	REMOVING STABILIZED BASE AND ASPH PAV (2")	SY	$1.41	3,002.00	$4,232.82	505.00	3,507.00	$4,944.87	$712.05
0110-2001	EXCAVATION (RDWY)	CY	$6.00	8,790.00	$52,740.00	438.00	9,228.00	$55,368.00	$2,628.00
0132-2004	EMBANKMENT (FINAL) (DENS CONT)(TY B)	CY	$17.00	530.00	$9,010.00	346.50	876.50	$14,900.50	$5,890.50
0162-2002	BLOCK SODDING	SY	$5.29	1,068.00	$5,649.72	(1,068.00)	0.00	$0.00	($5,649.72)
0164-2009	BROADCAST SEED (TEMP) (WARM)	SY	$0.20	3,819.00	$763.80	(3,819.00)	0.00	$0.00	($763.80)
0164-2035	DRILL SEEDING (PERM) (RURAL)(CLAY)	SY	$0.20	6,570.00	$1,314.00	1,068.00	7,638.00	$1,527.60	$213.60
0168-2001	VEGETATIVE WATERING	MG	$14.71	170.00	$2,500.70	(46.00)	124.00	$1,824.04	($676.66)
0247-2366	FL BS (CMP IN PLC) (TYA GR5)(FINAL POS)	CY	$24.82	-337.00	($8,364.34)	337.00	0.00	$0.00	$8,364.34
0310-2001	PRIME COAT (MC-30)	GAL	$3.79	3,613.00	$13,693.27	(968.00)	2,645.00	$10,024.55	($3,668.72)
0400-2006	CUT & RESTORE PAVEMENT	SY	$82.22	16.00	$1,315.52	6.00	22.00	$1,808.84	$493.32
0402-2001	TRENCH EXCAVATION PROTECTION	LF	$3.00	3,466.00	$10,398.00	(1,323.00)	2,143.00	$6,429.00	($3,969.00)
0502-2001	BARRICADES, SIGNS, AND TRAFFIC HANDLE	MO	$4,000.00	11.00	$44,000.00	6.00	17.00	$68,000.00	$24,000.00
0506-2016	CONSTRUCTION EXITS (INSTALL)(TY 1)	SY	$9.68	1,400.00	$13,552.00	(1,400.00)	0.00	$0.00	($13,552.00)
0506-2019	CONSTRUCTION EXITS (REMOVE)	SY	$3.03	1,400.00	$4,242.00	(1,400.00)	0.00	$0.00	($4,242.00)
0550-2003	CHAIN LINK FENCE (REMOVE)	LF	$2.81	1,577.00	$4,431.37	(1,151.00)	426.00	$1,197.06	($3,234.31)
0560-2004	MAILBOX INSTALL-S (WC-POST) TY3 FND	EA	$124.48	2.00	$248.96	(2.00)	0.00	$0.00	($248.96)
0636-2001	ALUMINUM SIGNS (TY A)	SF	$12.71	6.00	$76.26	(6.00)	0.00	$0.00	($76.26)
0644-2056	RELOCATE SM RD SN SUP & AM TY 10BWG	EA	$297.69	8.00	$2,381.52	(1.00)	7.00	$2,083.83	($297.69)
0644-2060	REMOVE SM RD SN SUP & AM	EA	$135.31	7.00	$947.17	(2.00)	5.00	$676.55	($270.62)
0662-2004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF	$0.30	7,781.00	$2,334.30	(480.00)	7,301.00	$2,190.30	($144.00)
0662-2032	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	LF	$0.30	18,623.00	$5,586.90	(6,602.00)	12,021.00	$3,606.30	($1,980.60)
0666-2003	REFL PAV MRK TY 1 (W) (4") (BRK) (100 MIL)	LF	$0.50	1,370.00	$685.00	50.00	1,420.00	$710.00	$25.00
0666-2036	REFL PAV MRK TY 1 (W) (8") (SLD) (100 MIL)	LF	$1.00	649.00	$649.00	91.00	740.00	$740.00	$91.00
TOTALS					$179,352.07			$184,242.26	$4,890.19

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 9 ***Project # 13IFB00119***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
0666-2042	REFL PAV MRK TY 1 (W) (12") (100 MIL)	LF	$2.50	236.00	$590.00	23.00	259.00	$647.50	$57.50
0666-2048	REFL PAV MRK TY I (W) (24") (SLD) (100 MIL)	LF	$6.38	42.00	$267.96	(3.00)	39.00	$248.82	($19.14)
0666-2054	REFL PAV MRK TY I (W) (ARROW) (100 MIL)	EA	$125.00	6.00	$750.00	1.00	7.00	$875.00	$125.00
0666-2096	REFL PAV MRK TY I (W) (WORD) (100 MIL)	EA	$125.00	6.00	$750.00	1.00	7.00	$875.00	$125.00
0666-2111	REFL PAV MRK TY I (Y) (4") (SLD) (100 MIL)	LF	$0.50	708.00	$354.00	380.00	1,088.00	$544.00	$190.00
0666-2126	REFL PAV MRK TY I (Y) (12") (SLD) (100 MIL)	LF	$2.50	155.00	$387.50	(21.00)	134.00	$335.00	($52.50)
0666-2142	REF PAV MRK TY II (4") (BRK)	LF	$0.25	1,370.00	$342.50	140.00	1,510.00	$377.50	$35.00
0666-2153	REF PAV MRK TY II (W) (8") (SLD)	LF	$0.50	649.00	$324.50	(20.00)	629.00	$314.50	($10.00)
0666-2155	REF PAV MRK TY II (W) (12") (SLD)	LF	$1.25	236.00	$295.00	30.00	266.00	$332.50	$37.50
0666-2157	REF PAV MRK TY II (W) (24") (SLD)	LF	$3.50	42.00	$147.00	(3.00)	39.00	$136.50	($10.50)
0666-2160	REF PAV MRK TY II (W) (ARROW)	EA	$53.00	6.00	$318.00	(1.00)	5.00	$265.00	($53.00)
0666-2173	REF PAV MRK TY II (W) (WORD)	EA	$57.00	6.00	$342.00	(6.00)	0.00	$0.00	($342.00)
0666-2178	REF PAV MRK TY II (Y) (4") (SLD)	LF	$0.25	708.00	$177.00	328.00	1,036.00	$259.00	$82.00
0666-2183	REF PAV MRK TY II (Y) (12") (SLD)	LF	$1.25	155.00	$193.75	(79.00)	76.00	$95.00	($98.75)
0672-2015	REF PAV MRKR TY II-A-A	EA	$5.00	22.00	$110.00	15.00	37.00	$185.00	$75.00
0672-2017	REF PAV MRKR TY II-C-R	EA	$5.00	101.00	$505.00	14.00	115.00	$575.00	$70.00
0677-2001	ELIM EXT PAV MRK & MRKS (4")	LF	$0.52	5,312.00	$2,762.24	(939.00)	4,373.00	$2,273.96	($488.28)
0677-2005	ELIM EXT PAV MRK & MRKS (12")	LF	$1.50	268.00	$402.00	(73.00)	195.00	$292.50	($109.50)
3224-2021	D-GR HMA (QCQA) TY-C SAC-B PG64-22	TON	$65.78	1,881.00	$123,732.18	81.91	1,962.91	$129,120.22	$5,388.04
3224-2027	D-GR HMA (QCQA) TY-C SAC-B PG70-22	TON	$66.79	1,961.00	$130,975.19	240.51	2,201.51	$147,038.85	$16,063.66
5049-2002	BIODEGRADABLE EROSION CONTROL LOGS (18")	LF	$2.55	1,299.00	$3,312.45	(1,299.00)	0.00	$0.00	($3,312.45)
6834-2002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	$7,398.85	2.00	$14,797.70	(2.00)	0.00	$0.00	($14,797.70)
3224-WC01	ESTIMATED PLACEMENT/PRODUCTION BONUS (TY B)	DOL	$1.00	30,000.00	$30,000.00	(28,694.58)	1,305.42	$1,305.42	($28,694.58)
3224-WC02	ESTIMATED PLACEMENT/PRODUCTION BONUS (TY C)	DOL	$1.00	30,000.00	$30,000.00	(26,398.18)	3,601.82	$3,601.82	($26,398.18)
9999-002	POT HOLE REPAIR ON EXISTING ROADWAY	DOL	$1.00	10,000.00	$10,000.00	(7,184.95)	2,815.05	$2,815.05	($7,184.95)
3267-2011	D-GR HMA (SQ) (QCQA) TY B SAC B PG 64-22	TN	$64.85	471.00	$30,544.35	(27.18)	443.82	$28,781.73	($1,762.62)
The "Totals" from Table B of the previous work sheet:					$179,352.07			$184,242.26	$4,890.19
TOTALS					$561,732.39		$22,145.53	$505,537.13	($56,195.26)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 9 ***Project # 13IFB00119***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
9999-003	SOUTHWEST WATER OVERFLOW PIPE RELOCATION	DOL	$1.00	20,000.00	$20,000.00	(2,984.61)	17,015.39	$17,015.39	($2,984.61)
9999-004	SPOILS HAUL OFF	HR	$84.00	20.00	$1,680.00	1.00	21.00	$1,764.00	$84.00
9999-006	PEN TEX MILLING	HR	$551.25	16.00	$8,820.00	8.75	24.75	$13,643.44	$4,823.44
510-001W	PIPE TY K COPPER (ALL DEPTHS)	LF	$60.90	15.00	$913.50	(15.00)	0.00	$0.00	($913.50)
104-2017A	REMOVING CONC (DRIVEWAYS)	SY	$10.16	561.00	$5,699.76	(121.00)	440.00	$4,470.40	($1,229.36)
104-2022A	REMOVING CONC (CURB & GUTTER)	LF	$6.63	114.00	$755.82	302.00	416.00	$2,758.08	$2,002.26
104-2036A	REMOVING CONC (SIDEWALKS OR RAMP)	SY	$8.48	104.00	$881.92	142.00	246.00	$2,086.08	$1,204.16
110-2001A	EXCAVATION (RDWY)	CY	$7.43	18,501.00	$137,462.43	1,395.37	19,896.37	$147,830.03	$10,367.60
160-2003A	FURNISHING AND PLACING TOPSOIL (4")	SY	$1.16	6,370.00	$7,389.20	31.00	6,401.00	$7,425.16	$35.96
247-2366A	FL BS (CMP IN PLC) (TYA GR5)(FINAL POS)	CY	$26.63	14,413.00	$383,818.19	509.00	14,922.00	$397,372.86	$13,554.67
432-2002A	RIPRAP (CONC) (5 IN)	CY	$146.47	75.00	$10,985.25	(7.00)	68.00	$9,959.96	($1,025.29)
465-2006A	MANH (COMPL) (JUNCT BOX)(TY M)	EA	$5,513.04	2.00	$11,026.08	(1.00)	1.00	$5,513.04	($5,513.04)
496-2007A	REMOVE STR (PIPE)	LF	$25.50	358.00	$9,129.00	(157.00)	201.00	$5,125.50	($4,003.50)
529-2004A	CONC CURB & GUTTER (TY II)	LF	$12.53	8,566.00	$107,331.98	842.00	9,408.00	$117,882.24	$10,550.26
530-2010A	DRIVEWAYS (CONC)	SY	$39.59	700.00	$27,713.00	178.00	878.00	$34,760.02	$7,047.02
530-2011A	DRIVEWAYS (ACP)	SY	$20.40	1,196.00	$24,398.40	(195.00)	1,001.00	$20,420.40	($3,978.00)
9999-017	FORCE ACCOUNT: ADDITIONAL CHARGES FOR ENGINEERING	LS	($3,665.00)	0.00	$0.00	1.00	1.00	($3,665.00)	($3,665.00)
The "Totals" from Table B of the previous work sheet:					$561,732.39			$505,537.13	($56,195.26)
TOTALS					$1,319,736.92		$70,940.51	$1,289,898.73	($29,838.19)

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 170
Williamson County Project No. 13IFB00119

Change Order No. 9

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

This Change Order also adds a new Contract Item to backcharge the Contractor for additional engineering costs required to verify positive drainage under as-built conditions.

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

ITEM	DESCRIPTION	QTY	UNIT
9999-017	FORCE ACCOUNT: ADDITIONAL CHARGES FOR ENGINEERING	1	LS

This Change Order results in a net decrease of $29,838.19 to the Contract amount, for an adjusted Contract total of $2,455,611.96. The original Contract amount was $2,141,898.78. As a result of this and all Change Orders to-date, $313,713.18 has been added to the Contract, resulting in a 14.6% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

RECEIVED
JAN 08 2015
BY: P

BRAUN & BUTLER ENGINEERING & ASSOCIATES, INC.

507 West Liberty Ave.
Round Rock, Texas 78664

December 31, 2014
Project No: 0711-2-039
Invoice No: 21412027

Williamson County Judge Dan Gattis
C O Mr M'chael Weaver
Prime Strategies Inc
1508 S Lamar Blvd
Aus'i TX 78704

Project 0711-2-039 CR 170 FROM SH 45 TO PFLUGERVILLE PARKWAY WA#2

Billin C cle from December 01 2014 to December 31 2014

Billing Phase	Budget	Previous Amount Billed	Current Fee
42 Construction Phase Services	40,745.00	23,785.00	5,150.00
99 Reimbursable Expenses	0.00	93.00	86 25
Total Fee	40,745.00	,878.00	5 236 5

Total Fee 5,236.25

Total this Invoice $5,236.25

	Hours	Rat	Total
TSCHIRHART, CHRIS	9 ~~20.00~~	$ 135.00	$ 2,700.00 $1215.00
OLSON DAVID	24.50	$ 100.00	$ 2,450.00

$3665.00

Billings to Date	Current	Prior	Total
	5,236.25	23,878.00	29,114.25

Project Manager - CHRIS TSCHIRHART

LIAMSON COUNTY
INVOICE

Approved by:

Funding Source: CO

Project/Dept. #

Date 01 0

ay by Wire

WILLIAMSON COUNTY
CONSTRUCTION ESTIMATE SUMMARY INVOICE

CONTRACTOR:	BPI Environmental Services, Inc.	PROJECT NO.	13IFB00119
VENDOR NO.		PROJECT NAME:	CR 170
ADDRESS:	15106 Highway 71	CONTRACT AWARD DATE:	5-Mar-13
	Austin, TX 78738	CSJ NUMBER:	N/A
CONTACT PERSON:	Shane Bauerle	ESTIMATE/INVOICE NO.	15
TELEPHONE #	(512) 288-5522	BILLING PERIOD:	FROM: TO:

CONTRACT FEE SUMMARY

ORIGINAL TOTAL CONTRACT AMOUNT:		$2,141,898.78		
APPROVED CHANGE ORDERS:	(+)	$343,551.37	16%	OF CHANGE IN ORGINAL CONTRACT
ADJUSTED TOTAL CONTRACT AMOUNT:	(=)	$2,485,450.15		
WORK COMPLETED TO DATE:		$2,447,633.16	144%	OF TIME USED TO DATE
MATERIALS ON HAND:	(+)	$0.00		
TOTAL EARNED TO DATE:	(=)	$2,447,633.16	98%	OF TOTAL CONTRACT EARNED TO DATE
TOTAL RETAINAGE HELD: (2%)	(-)	$48,952.66		
PREVIOUS PAYMENTS:	(-)	$2,283,727.43	280	CONTRACT WORKING DAYS
MISC. CREDITS:	(-)	$3,665.00	69	ADDITIONAL DAYS GRANTED
LIQUIDATED DAMAGES:	(-)	$0.00	349	TOTAL CONTRACT WORKING DAYS
CURRENT BILLING:	(=)	$111,288.07	501	WORKING DAYS CHARGED TO DATE

I CERTIFY THAT THE WORK HAS BEEN PERFORMED IN ACCORDANCE WITH THE CONTRACT AND ALL DEDUCTIONS IN FAVOR OF THE COUNTY HAVE BEEN MADE.

CONTRACTOR: _____ DATE: _____
Adrian Benites, BPI

CONSTRUCTION OBSERVER: _____ DATE: _____
Ryan Rivera, HNTB

PROGRAM MANAGER: _____ DATE _____
Michael Weaver, Prime Strategies

WILLIAMSON COUNTY JUDGE: _____ DATE _____
Judge Dan A. Gattis, Williamson County

CR 170
13IFB00119
BPI Environmental Services, Inc.
15106 Highway 71 • Austin, TX 78738
TELEPHONE (512) 288-5522 • FAX (512) 301-3900

ESTIMATE PERIOD: Balancing

ESTIMATE NO. 15

ITEM #	TECH SPEC #	DESCRIPTION	UNIT	CONTRACT UNIT PRICE	ORIGINAL CONTRACT QTY	ORIGINAL CONTRACT AMOUNT	ADD/DEDUCT QUANTITY	C.O. #	REVISED CONTRACT QUANTITY	REVISED CONTRACT AMOUNT	PREVIOUS QTY	PERIOD QTY	TO DATE QTY	% TO DATE	PERIOD AMOUNT
CR 170: ORIGINAL CONTRACT ITEMS															
1	0100-2002	PREPARING ROW (RDWY)	STA	$7,039.13	30.5	$214,693.47					30.50		30.50	100%	
2	0104-2009	REMOVING CONC (RIPRAP)	SY	$2.26	61	$137.86	(24.00)	5	37.00	$83.62	37.00		37.00	100%	
3	0104-2017	REMOVING CONC (DRIVEWAYS)	SY	$9.74	820	$7,986.80	(105.00)	5	715.00	$6,964.10	855.00	-12.00	843.00	118%	($116.88)
4	0104-2022	REMOVING CONC (CURB & GUTTER)	LF	$6.44	933	$6,008.52	186.00	3,5	1,119.00	$7,206.36	1,119.00		1119.00	100%	
5	0104-2036	REMOVING CONC (SIDEWALKS OR RAMP)	SY	$8.20	992	$8,134.40	(104.00)	5	888.00	$7,281.60	903.00	-15.00	888.00	100%	($123.00)
6	0105-2002	REMOVING STAB BASE AND ASPH PAV (2")	SY	$1.41	11,488	$16,198.08	(8,486.00)	2,5	3,002.00	$4,232.82	3,507.00		3507.00	117%	
7	0110-2001	EXCAVATION (RDWY)	CY	$6.00	27,729	$166,374.00	(18,939.00)	2,5	8,790.00	$52,740.00	9,228.00		9228.00	105%	
8	0132-2004	EMBANKMENT (FINAL)(DENS CONT)(TY B)	CY	$17.00	530	$9,010.00					876.50		876.50	165%	
9	0160-2003	FURNISHING AND PLACING TOPSOIL (4")	SY	$1.00	7,638	$7,638.00	(6,370.00)	5	1,268.00	$1,268.00	0.00	1268.00	1268.00	100%	$1,268.00
10	0162-2002	BLOCK SODDING	SY	$5.29	1,068	$5,649.72							0.00		
11	0164-2009	BROADCAST SEED (TEMP) (WARM)	SY	$0.20	3,819	$763.80							0.00		
12	0164-2035	DRILL SEEDING (PERM) (RURAL)(CLAY)	SY	$0.20	6,570	$1,314.00					7,638.00		7638.00	116%	
13	0168-2001	VEGETATIVE WATERING	MG	$14.71	170	$2,500.70					124.00		124.00	73%	
14	0247-2366	FL BS (CMP IN PLC) (TYA GR5) (FINAL POS)	CY	$24.82	14,413	$357,730.66	(14,750.00)	2,5	(337.00)	($8,364.34)	0.00		0.00		
15	0310-2001	PRIME COAT (MC-30)	GAL	$3.79	3,613	$13,693.27					2,645.00		2645.00	73%	
16	0400-2006	CUT & RESTORING PAVEMENT	SY	$82.22	16.0	$1,315.52					22.00		22.00	138%	
17	0402-2001	TRENCH EXCAVATION PROTECTION	LF	$3.00	3,466	$10,398.00					2,143.00		2143.00	62%	
18	0432-2002	RIPRAP (CONC) (5 IN)	CY	$138.47	75.0	$10,385.25	(75.00)	5	0.00	$0.00			0.00		
19	0464-2003	RC PIPE (CL III) (18 IN)	LF	$48.00	2,074	$99,552.00	(1,010.00)	5	1,064.00	$51,072.00	1,064.00		1064.00	100%	
20	0464-2005	RC PIPE (CL III) (24 IN)	LF	$58.00	1,392.0	$80,736.00					1,392.00		1392.00	100%	
21	0465-2006	MANH (COMPL)(JUNCT BOX)(TY M)	EA	$5,500.00	7.0	$38,500.00	(2.00)	5	5.00	$27,500.00	5.00		5.00	100%	
22	0465-2027	INLET (COMPL) (CURB)(TY II) (10 FT)	EA	$7,000.00	13	$91,000.00	(9.00)	5	4.00	$28,000.00	4.00		4.00	100%	
23	0465-2736	INLET (COMPL) (TY H WITH GRATE)	EA	$10,000.00	1.0	$10,000.00	(1.00)	5	0.00	$0.00			0.00		
24	0496-2002	REMOVE STR (INLET)	EA	$500.00	2	$1,000.00	(1.00)	5	1.00	$500.00	1.00		1.00	100%	
25	0496-2004	REMOVE STR (SET)	EA	$500.00	8	$4,000.00	(1.00)	5	7.00	$3,500.00	7.00		7.00	100%	
26	0496-2007	REMOVE STR (PIPE)	LF	$25.00	655	$16,375.00	(358.00)	5	297.00	$7,425.00	297.00		297.00	100%	
27	0500-1000	MOBILIZATION	LS	$121,327.04	1	$121,327.04					0.90		0.90	90%	
28	0502-2001	BARRICADES, SIGNS AND TRAF HANDLE	MO	$4,000.00	9	$36,000.00	2.00	4,7	11.00	$44,000.00	17.00		17.00	155%	
29	0506-2016	CONSTRUCTION EXITS (INSTALL) (TY I)	SY	$9.68	1,400	$13,552.00							0.00		
30	0506-2019	CONSTRUCTION EXITS (REMOVE)	SY	$3.03	1,400	$4,242.00							0.00		
31	0506-2034	TEMPORARY SEDIMENT CONTROL FENCE	LF	$2.00	4,823	$9,646.00					4,823.00		4823.00	100%	
32	0508-2002	CONSTRUCTING DETOURS	SY	$46.53	3,027	$140,846.31	(3,027.00)	1	0.00	$0.00			0.00		
33	0529-2004	CONC CURB & GUTTER (TY II)	LF	$12.00	8,551	$102,612.00	(8,266.00)	3,5	285.00	$3,420.00	285.00		285.00	100%	
34	0530-2010	DRIVEWAYS (CONC)	SY	$38.00	421	$15,998.00	(274.00)	5	147.00	$5,586.00	147.00		147.00	100%	
35	0530-2011	DRIVEWAYS (ACP)	SY	$20.00	1,395	$27,900.00	(1,395.00)	5	0.00	$0.00	0.00		0.00		
36	0531-2006	CURB RAMPS (TY 2)	EA	$1,500.00	1	$1,500.00	(1.00)	5	0.00	$0.00	0.00		0.00		
37	0531-2010	CURB RAMPS (TY 7)	EA	$1,500.00	5	$7,500.00	(5.00)	5	0.00	$0.00	0.00		0.00		
38	0531-2015	CONC SIDEWALKS (4")	SY	$35.00	3,329	$116,515.00	(2,855.00)	5	474.00	$16,590.00	474.00		474.00	100%	
39	0550-2003	CHAIN LINK FENCE (REMOVE)	LF	$2.81	1,577	$4,431.37					426.00		426.00	27%	
40	0560-2004	MAILBOX INSTALL-S (WC-POST) TY3 FND	EA	$124.48	2	$248.96							0.00		
41	0636-2001	ALUMINUM SIGNS (TY A)	SF	$12.71	6	$76.26							0.00		
42	0644-2001	IN SM RD SN SUP & AM TY10BWG (1) SA (P)	EA	$362.63	11	$3,988.93					11.00		11.00	100%	
43	0644-2056	RELOCATE SM RD SN SUP & AM TY 10BWG	EA	$297.69	8	$2,381.52					7.00		7.00	88%	

CR 170
13IFB00119
BPI Environmental Services, Inc.
15106 Highway 71 • Austin, TX 78738
TELEPHONE (512) 288-5522 • FAX (512) 301-3900

ESTIMATE PERIOD: Balancing

ESTIMATE NO. 15

ITEM #	TECH SPEC #	DESCRIPTION	UNIT	CONTRACT UNIT PRICE	ORIGINAL CONTRACT QTY	ORIGINAL CONTRACT AMOUNT	ADD/DEDUCT QUANTITY	C.O. #	REVISED CONTRACT QUANTITY	REVISED CONTRACT AMOUNT	PREVIOUS QTY	PERIOD QTY	TO DATE QTY	% TO DATE	PERIOD AMOUNT
CR 170: ORIGINAL CONTRACT ITEMS															
44	0644-2060	REMOVE SM RD SN SUP & AM	EA	$135.31	7	$947.17					5.00		5.00	71%	
45	0662-2004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF	$0.30	7,781	$2,334.30					7,301.00		7301.00	94%	
46	0662-2032	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	LF	$0.30	18,623	$5,586.90					12,021.00		12021.00	65%	
47	0666-2003	REFL PAV MRK TY I (W) (4") (BRK) (100 MIL)	LF	$0.50	1,370	$685.00					1,420.00		1420.00	104%	
48	0666-2036	REFL PAV MRK TY I (W) (8") (SLD) (100 MIL)	LF	$1.00	649	$649.00					740.00		740.00	114%	
49	0666-2042	REFL PAV MRK TY I (W) (12") (SLD) (100 MIL)	LF	$2.50	236	$590.00					259.00		259.00	110%	
50	0666-2048	REFL PAV MRK TY I (W) (24") (SLD) (100 MIL)	LF	$6.38	42	$267.96					39.00		39.00	93%	
51	0666-2054	REFL PAV MRK TY I (W) (ARROW) (100 MIL)	EA	$125.00	6	$750.00					7.00		7.00	117%	
52	0666-2096	REFL PAV MRK TY I (W) (WORD) (100 MIL)	EA	$125.00	6	$750.00					7.00		7.00	117%	
53	0666-2111	REFL PAV MRK TY I (Y) (4") (SLD) (100 MIL)	LF	$0.50	708	$354.00					1,088.00		1088.00	154%	
54	0666-2126	REFL PAV MRK TY I (Y) (12") (SLD) (100 MIL)	LF	$2.50	155	$387.50					134.00		134.00	86%	
55	0666-2142	REF PAV MRK TY II (W) (4") (BRK)	LF	$0.25	1,370	$342.50					1,510.00		1510.00	110%	
56	0666-2153	REF PAV MRK TY II (W) (8") (SLD)	LF	$0.50	649	$324.50					629.00		629.00	97%	
57	0666-2155	REF PAV MRK TY II (W) (12") (SLD)	LF	$1.25	236	$295.00					266.00		266.00	113%	
58	0666-2157	REF PAV MRK TY II (W) (24") (SLD)	LF	$3.50	42	$147.00					39.00		39.00	93%	
59	0666-2160	REF PAV MRK TY II (W) (ARROW)	EA	$53.00	6	$318.00					5.00		5.00	83%	
60	0666-2173	REF PAV MRK TY II (W) (WORD)	EA	$57.00	6	$342.00							0.00		
61	0666-2178	REF PAV MRK TY II (Y) (4") (SLD)	LF	$0.25	708	$177.00					1,036.00		1036.00	146%	
62	0666-2183	REF PAV MRK TY II (Y) (12") (SLD)	LF	$1.25	155	$193.75					76.00		76.00	49%	
63	0672-2015	REF PAV MRKR TY II-A-A	EA	$5.00	22	$110.00					37.00		37.00	168%	
64	0672-2017	REF PAV MRKR TY II-C-R	EA	$5.00	101	$505.00					115.00		115.00	114%	
65	0677-2001	ELIM EXT PAV MRK & MRKS (4")	LF	$0.52	5,312	$2,762.24					4,373.00		4373.00	82%	
66	0677-2005	ELIM EXT PAV MRK & MRKS (12")	LF	$1.50	268	$402.00					195.00		195.00	73%	
67	3224-2021	D-GR HMA (QCQA) TY-C SAC-B PG64-22	TON	$65.78	1,881	$123,732.18					1,962.91		1962.91	104%	
68	3224-2027	D-GR HMA (QCQA) TY-C SAC-B PG70-22	TON	$66.79	1,961	$130,975.19					2,201.51		2201.51	112%	
69	5049-2002	BIODEGRADABLE EROSION CONTROL LOGS (18")	LF	$2.55	1,299	$3,312.45							0.00		
70	6834-2002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	$7,398.85	2	$14,797.70							0.00		
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT															
71	3224 - WC01	ESTIMATED PLACEMENT AND PRODUCTION BONUS	DOL	$1.00	30,000	$30,000.00					1,305.42		1305.42	4%	
72	3224 - WC02	ESTIMATED PLACEMENT AND PRODUCTION BONUS	DOL	$1.00	30,000	$30,000.00					3,601.82		3601.82	12%	
CR 170: ADDITIONAL(NEW) CONTRACT ITEMS															
73	508-2002A	CONSTRUCTION DETOURS (6" DEPTH)	SY	$35.15	0.00	$0.00	3,335.00	1	3,335.00	$117,225.25	3,335.00		3335.00	100%	
74	9999-003	SOUTHWEST WATER OVERFLOW PIPE RELCTION	DOL	$1.00	0.00	$0.00	20,000.00	1	20,000.00	$20,000.00	17,015.39		17015.39	85%	
75	3267-2032	D-GR HMA (SA) (QC-QA) TY B SAC B PG64-22	TN	$64.85	0.00	$0.00	471.00	2	471.00	$30,544.35	443.82		443.82	94%	
76	9999-003	NORTH & SOUTH END TRAFFIC TRANSITION	LS	$14,690.98	0.00	$0.00	1.00	2	1.00	$14,690.98	1.00		1.00	100%	
77	9999-004	SPOILS HAUL OFF	HR	$84.00	0.00	$0.00	20.00	2	20.00	$1,680.00	21.00		21.00	105%	
78	9999-005	PEN TEX MOBILIZATION	EA	$840.00	0.00	$0.00	2.00	2	2.00	$1,680.00	2.00		2.00	100%	
79	9999-006	PEN TEX MILLING	HR	$551.25	0.00	$0.00	16.00	2	16.00	$8,820.00	24.75		24.75	155%	
80	9999-001	FLOWABLE FILL MATERIAL	CY	$115.51	0.00	$0.00	34.00	3	34.00	$3,927.34	34.00		34.00	100%	
81	9999-002	POT HOLE REPAIR ON EXISTING ROADWAY	DOL	$1.00	0.00	$0.00	10,000.00	3	10,000.00	$10,000.00	2,815.05		2815.05	28%	
82	509W	TRENCH SAFETY (ALL DEPTHS)	LF	$1.47	0.00	$0.00	405.00	4	405.00	$595.35	405.00		405.00	100%	
83	510-001W	PIPE TYPE K COPPER (ALL DEPTHS)	LF	$60.90	0.00	$0.00	15.00	4	15.00	$913.50			0.00		
84	510-006W	PIPE DUCTILE IRON 6" (ALL DEPTHS)	LF	$126.00	0.00	$0.00	5.00	4	5.00	$630.00	5.00		5.00	100%	
85	510-012W	PIPE PVC C-900 12" (ALL DEPTHS)	LF	$145.95	0.00	$0.00	405.00	4	405.00	$59,109.75	405.00		405.00	100%	

CR 170
13IFB00119
BPI Environmental Services, Inc.
15106 Highway 71 • Austin, TX 78738
TELEPHONE (512) 288-5522 • FAX (512) 301-3900

ESTIMATE PERIOD: Balancing

ESTIMATE NO. 15

ITEM #	TECH SPEC #	DESCRIPTION	UNIT	CONTRACT UNIT PRICE	ORIGINAL CONTRACT QTY	ORIGINAL CONTRACT AMOUNT	ADD/DEDUCT QUANTITY	C.O. #	REVISED CONTRACT QUANTITY	REVISED CONTRACT AMOUNT	PREVIOUS QTY	PERIOD QTY	TO DATE QTY	% TO DATE	PERIOD AMOUNT
CR 170: ORIGINAL CONTRACT ITEMS															
86	510-ECW	END CAP INSTALLATIONS	EA	$2,835.00	0.00	$0.00	1.00	4	1.00	$2,835.00	1.00		1.00	100%	
87	510-LSW	INSTALLING LATERAL SERVICE TO 1" TO EXS. METER	EA	$2,730.00	0.00	$0.00	1.00	4	1.00	$2,730.00	1.00		1.00	100%	
88	510-WC12W	WET CONNECTIONS 12"X12"	EA	$2,898.00	0.00	$0.00	1.00	4	1.00	$2,898.00	1.00		1.00	100%	
89	510-DIFW	DCUTILE IRON FITTINGS 4" THROUGH 24"	TON	$5,397.00	0.00	$0.00	0.20	4	0.20	$1,079.40	0.20		0.20	100%	
90	510-PR	REMOVE EXISTING 12" WATER LINE	LF	$13.65	0.00	$0.00	405.00	4	405.00	$5,528.25	405.00		405.00	100%	
91	511-GV6W	RESILIENT SEATED GATE VALVE 6" DIA	EA	$1,365.00	0.00	$0.00	1.00	4	1.00	$1,365.00	1.00		1.00	100%	
92	511-GV12W	RESILIENT SEATED GATE VALVE 12" DIA	EA	$2,730.00	0.00	$0.00	1.00	4	1.00	$2,730.00	1.00		1.00	100%	
93	511-FHA	FIRE HYDRANT ASSEMBLY	EA	$7,875.00	0.00	$0.00	1.00	4	1.00	$7,875.00	1.00		1.00	100%	
94	511-DEBVW	DEAD END LINE BLOWOFF VALVE	EA	$3,885.00	0.00	$0.00	1.00	4	1.00	$3,885.00	1.00		1.00	100%	
95	9999-010	MOBILIZATION FOR C.O.#4, BPI LABOR, 1.5% BOND	LS	$10,983.87	0.00	$0.00	1.00	4	1.00	$10,983.87	1.00		1.00	100%	
96	104-2009A	REMOVING CONCRETE (RIPRAP)	SY	$2.59	0.00	$0.00	24.00	5	24.00	$62.16	24.00		24.00	100%	
97	104-2017A	REMOVING CONCRETE (DRIVEWAYS)	SY	$10.16	0.00	$0.00	561.00	5	561.00	$5,699.76	626.00	-186.00	440.00	78%	($1,889.76)
98	104-2022A	REMOVING CONC (CURB & GUTTERS)	LF	$6.63	0.00	$0.00	114.00	5	114.00	$755.82	416.00		416.00	365%	
99	104-2036A	REMOVING CONC (SIDEWALKS OR RAMP)	SY	$8.48	0.00	$0.00	104.00	5	104.00	$881.92	231.00	15.00	246.00	237%	$127.20
100	105-2002A	REMOVING STAB BASE AND ASPH PAV (2")	SY	$1.52	0.00	$0.00	7,981.00	5	7,981.00	$12,131.12	7,981.00		7981.00	100%	
101	110-2001A	EXCAVATION (RDWY)	CY	$7.43	0.00	$0.00	18,501.00	5	18,501.00	$137,462.43	19,896.37		19896.37	108%	
102	160-2003A	FURNISHING AND PLACING TOPSOIL (4")	SY	$1.16	0.00	$0.00	6,370.00	5	6,370.00	$7,389.20	6,401.00		6401.00	100%	
103	247-2366A	FL BS (CMP IN PLC) (TYA GR5) (FINAL POS)	CY	$26.63	0.00	$0.00	14,413.00	5	14,413.00	$383,818.19	14,744.00	178.00	14922.00	104%	$4,740.14
104	432-2002A	RIPRAP (CONC) (5 IN)	CY	$146.47	0.00	$0.00	75.00	5	75.00	$10,985.25	68.00		68.00	91%	
105	464-2003A	RC PIPE (CL III) (18IN)	LF	$48.59	0.00	$0.00	1,010.00	5	1,010.00	$49,075.90	1,010.00		1010.00	100%	
106	465-2006A	MANH (COMPL)(JUNCT BOX)(TY M)	EA	$5,513.04	0.00	$0.00	2.00	5	2.00	$11,026.08	1.00		1.00	50%	
107	465-2027A	INLET (COMPL) (CURB)(TY II) (10 FT)	EA	$7,046.44	0.00	$0.00	9.00	5	9.00	$63,417.96	9.00		9.00	100%	
108	465-2736A	INLET (COMPL) (TY H WITH GRATE)	EA	$10,020.89	0.00	$0.00	1.00	5	1.00	$10,020.89	1.00		1.00	100%	
109	496-2002A	REMOVE STR (INLET)	EA	$520.00	0.00	$0.00	1.00	5	1.00	$520.00	1.00		1.00	100%	
110	496-2004A	REMOVE STR (SET)	EA	$520.00	0.00	$0.00	1.00	5	1.00	$520.00	1.00		1.00	100%	
111	496-2007A	REMOVE STR (PIPE)	LF	$25.50	0.00	$0.00	358.00	5	358.00	$9,129.00	201.00		201.00	56%	
112	529-2004A	CONC CURB & GUTTER (TY II)	LF	$12.53	0.00	$0.00	8,566.00	5	8,566.00	$107,331.98	9,693.00	-285.00	9408.00	110%	($3,571.05)
113	530-2010A	DRIVEWAYS (CONC)	SY	$39.59	0.00	$0.00	700.00	5	700.00	$27,713.00	878.00		878.00	125%	
114	530-2011A	DRIVEWAYS (ACP)	SY	$20.40	0.00	$0.00	1,196.00	5	1,196.00	$24,398.40	1,001.00		1001.00	84%	
115	531-2006A	CURB RAMPS (TY 2)	EA	$1,504.88	0.00	$0.00	1.00	5	1.00	$1,504.88	1.00		1.00	100%	
116	531-2010A	CURB RAMPS (TY 7)	EA	$1,504.88	0.00	$0.00	5.00	5	5.00	$7,524.40	5.00		5.00	100%	
117	531-2015A	CONC SIDEWALKS (4")	SY	$35.95	0.00	$0.00	2,855.00	5	2,855.00	$102,637.25	2,868.60		2868.60	100%	
118	9999-012	STORM LINE C ADJUSTMENTS	LS	$10,921.05	0.00	$0.00	1.00	6	1.00	$10,921.05	1.00		1.00	100%	
119	9999-013	COST DIFFERENCE (6 GAUGE VS 4 GAUGE REINF STEEL)	SY	$1.99	0.00	$0.00	982.28	6	982.28	$1,954.74	982.28		982.28	100%	
120	9999-014	BPI OVERHEAD FOR STORM LINE C ADJUSTMENTS	LS	$1,421.20	0.00	$0.00	1.00	6	1.00	$1,421.20	1.00		1.00	100%	
121	9999-015	STANDBY FOR TRAFFIC CONTROL PLAN REVISIONS	LS	$38,189.83	0.00	$0.00	1.00	7	1.00	$38,189.83	1.00		1.00	100%	
122	9999-016	DRAINAGE STRUCTURE REVISIONS	LS	$24,080.00	0.00	$0.00	1.00	8	1.00	$24,080.00	0.00	1.00	1.00	100%	$24,080.00
123	500-WC01	MOBILIZATION-SUBCONTRACTOR	LS	$12,139.64	0.00	$0.00	1.00	8	1.00	$12,139.64	0.00	1.00	1.00	100%	$12,139.64
													0.00		

MATERIAL ON HAND	$0.00
WORK COMPLETED TO DATE	$2,447,633.16
JOB TO DATE 2% RETAINAGE	$48,952.66
JOB TO DATE TOTAL	$2,447,633.16

MATERIAL ON HAND (PERIOD ADD/DEDUCT)	$0.00
PERIOD AMOUNT	$36,654.29
TOTAL	$36,654.29
2% RETAINAGE	$733.09
PERIOD TOTAL	$35,921.20
ORIGINAL CONTRACT AMOUNT	$2,141,898.78
APPROVED CHANGE ORDERS	$343,551.37
ADJUSTED TOTAL CONTRACT AMOUNT	$2,485,450.15

Commissioners Court - Regular Session **20.**

Meeting Date: 12/01/2015

13IFB00108 IH 35 Northbound Frontage Road Change Order No 16

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 16 in the amount of $32,111.53 for IH 35 NBFR, a Pass Through Financing Project in Commissioner Pct.3.

Background

This Change Order adds new Contract items for the installation of a new power service for the Georgetown Railroad crossing signals. The new electric service will serve the railroad crossing signals on the southbound and northbound frontage road intersections at Inner Loop. This Change Order is eligible for FHWA reimbursement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

13IFB00108 IH 35 NBFR CO No. 16

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 10:12 AM
Form Started By: Dawn Haggard		Started On: 11/18/2015 12:35 PM
Final Approval Date: 11/23/2015		

Received
NOV 17 2015
HNTB Corporation
Round Rock

Received
NOV 12 2015
HNTB Corporation
Round Rock

RECEIVED
NOV 12 2015
BY: PSI

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 16

1. CONTRACTOR: **Hunter Industries, Ltd.**

2. Change Order Work Limits: Sta. **292+00** to Sta. **295+00**

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

4. Reasons: **3F** (3 Max. - In order of importance - Primary first)

Project:	***13IFB00108***
Roadway:	***IH 35 NBFR***
CSJ Number:	***0015-09-128, etc.***

5. Describe the work being revised:

3F: County Convenience. Additional work desired by the County. This Change Order adds new Contract items for the installation of a new power service for the Georgetown Railroad crossing signals. The new electric service will serve the railroad crossing signals on the southbound and northbound frontage road intersections at Inner Loop. This Change Order is eligible for FHWA reimbursement.

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

7. New or revised plan sheet(s) are attached and numbered: **redlined plan sheet 75**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A New Special Specification Items _____.

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

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

THE CONTRACTOR Date 11-6-15

By Carter Stone

Typed/Printed Name CARTER STONE

Typed/Printed Title ESTIMATOR

The following information must be provided

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

Amount added by this change order: **$32,111.53**

RECOMMENDED FOR EXECUTION:

James D. Fox PE 11/12/15
Project Manager Date

N/A
Design Engineer Date

11/15/2015
Program Manager Date

Design Engineer's Seal:

See Attached Plan Sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 16 ***Project # 13IFB00108***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999-033	ELECTRIC SERVICE FOR RAILROAD CONTROLLERS	LS	$27,111.53	0.00	$0.00	1.00	1.00	$27,111.53	$27,111.53
999-034	FORCE ACCOUNT FOR CONNECTION FEES	DOL	$1.00	0.00	$0.00	5,000.00	5,000.00	$5,000.00	$5,000.00
TOTALS					$0.00			$32,111.53	$32,111.53

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Pass Through Financing

IH 35 Northbound Frontage Road
Williamson County Project No. 13IFB00108

Change Order No. 16

Reason for Change

This Change Order adds new Contract items for the installation of a new power service for the Georgetown Railroad crossing signals. The new electric service will serve the railroad crossing signals on the southbound and northbound frontage road intersections at Inner Loop. This Change Order is eligible for FHWA reimbursement.

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

ITEM	DESCRIPTION	QTY	UNIT
999-033	ELECTRIC SERVICE FOR RAILROAD CONTROLLERS	1.0	LS
999-034	FORCE ACCOUNT FOR CONNECTION FEES	1.0	DOL

This Change Order results in a net increase of $32,111.53 to the Contract amount, for an adjusted Contract total of $20,089,263.86. The original Contract amount was $18,690,161.52. As a result of this and all Change Orders to-date, $1,399,102.34 has been added to the Contract, resulting in a 7.5% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Clayton Weber

From: Carter Stone <carter@hunterind.com>
Sent: Wednesday, October 14, 2015 4:39 PM
To: Clayton Weber
Cc: Gary Tackert; Andy Ajas <AAjas@levycompany.com>
Subject: 1921 Williamson IH 35 NBFR (0015-08-128) - electrical service for RR controllers (Levy Job #347)
Attachments: Inner Loop RR Elec Service 100515 Revised.pdf; 347 FC - elec service for RR controllers.pdf

Clayton,

Please see attached proposal. Hunter requests 5% markup.

Carter Stone
Estimator
Hunter Industries, Ltd.
---
(512) 353-7757 (Office)
(512) 353-7482 (Fax)
(512) 393-9674 (Cell)

From: Andy Ajas [mailto:AAjas@levycompany.com]
Sent: Wednesday, October 14, 2015 3:34 PM
To: Carter Stone
Cc: Harry Levy; William Calame; Maury Milliorn
Subject: field change - electrical service for RR controllers (Levy Job #347)

Carter –

See attached field change price proposal for approval.

Thanks,

Andy Ajas, P.E.
The Levy Company
210-497-4500 Ext. 209
210-787-2361 Direct
210-653-2835 Fax

999-033

BID PROPOSAL

The Levy Company, LP

16294 IH 35 North
Selma, TX 78154-1212
Contact: Harry Levy or Andy Ajas
Phone: 210-497-4500
Fax: 210-653-2835

Quote Date:	October 14, 2015	Owner:	Williamson County
Quote To:	Hunter Industries	Project:	IH 35 NBFR
	Attn: Carter Stone	Levy Job #:	2013-347
		Field Change:	Elec Service for Railroad Controllers

We are pleased to submit to you our quotation for the work items indicated below:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
618-2018	CONDT (PVC)(SCH 40)(2")(ROCK)	100.00	LF	51.00	5,100.00
618-2019	CONDT (PVC)(SCH 40)(2")(BORE)(ROCK)	75.00	LF	83.00	6,225.00
620-2003	ELEC CONDR (NO.2) BARE	915.00	LF	2.35	2,150.25
620-2004	ELEC CONDR (NO.2) INSULATED	2,745.00	LF	2.45	6,725.25
624-2012	GROUND BOX TY C (162911) W/ APRON (ROCK)	1.00	EA	1,080.00	1,080.00
624-2014	GROUND BOX TY D (162922) W/ APRON (ROCK)	1.00	EA	1,110.00	1,110.00
628-WC01	ELC SRV TY D 120/240 125 (NS)SS(N)SP(O)	1.00	EA	3,250.00	3,250.00
628-2158	REMOVE ELECTRICAL SERVICES	1.00	EA	180.00	180.00
GRAND TOTAL					**$25,820.50**

NOTES:

We offer field change pricing in response to the request from Georgtown Railroad to feed the NB & SB RR controllers at IH 35 & SE Inner Loop from a single electrical service. We propose to install a dedicated RR electrical service at SE Inner Loop & Austin Ave. The new service will feed both RR controllers via new and existing conduits & conductors (see attached detail). We exclude responsibility for any electrical utility connection or usage fees, and exclude coordination with the electrical utility to get the service hooked up. We exclude pulling any permits for this new service application. We assume all coordination with the electrical utility will be done by the County or Georgetown RR. REMOVE ELEC SERVICE item has been added to account for the removal of the existing service currently feeding the southbound RR controller. That service will not longer be needed.

Sincerely,

Andy Ajas, PE
The Levy Company, LP

$ 25,820.50
X 1.05 HUNTER 5% MARKUP
$ 27111.53

SUMMARY OF CONDUCTOR AND CONDUIT

RUN NUMBER	CDT	RUN FT	TYPE	0618-2018 CONDT (PVC) (SCHD 40) (2")		0618-2025 CONDT (PVC) (SCHD 40) (4") BORE		0620-xxxx 2" ELEC CONDR (NO. 2) BARE (GROUND)		0620-xxxx ELEC CONDR (NO. 2) INSULATED			
				EA	LF	EA	LF	EA	LF	EA	LF		
R3A	2"	15	TRENCH	2	30			1	15	3	45		
R11	3"	205	EXISTING					1	205	3	615		
R12	3"	85	EXISTING					1	85	3	255		
R17	3"	190	EXISTING					1	190	3	570		
R18	3"	190	EXISTING					1	190	3	570		
R19	2"	85	EXISTING					1	85	3	255		
R20	~~4"~~	75	BORE			1	75	1	75	3	225		
R21	2"	70	TRENCH	1	70			1	70	3	210		
TOTAL'S					100		75		915		2745		

Notes; 1.) Installation of the proposed wire will require removal of the existing circuit conductors which provide power to the NBFR bungalow sub-panel. This will allow for both circuits to be within the same conduit in Runs: 11. During this operation the bungalow (NBFR) will operate from the battery bank.

ELECTRICAL SERVICE DESCRIPTION DATA		SERVICE CONDUIT SIZE (RMC)	SERVICE CONDUCTORS NO/SIZE	SAFETY SWITCH AMPS	MAIN DISCONNECT CKT.BRK. POLE/AMP	TWO-POLE CONTACTOR AMPS	PANEL BOARD LOADCENTER AMP (RATING) MIN	CIRCUIT NO	BRANCH CKT. BREAKER POLE/AMPS	BRANCH CIRCUIT AMPS	VOLTAGE	KVA LOAD	SERVICE SUPPORT TYPE	SERVICE ACCESS
ELC SRV TY T 120/240 125 (NS)GS (N) SP (O)		1 1/2	3/#0	N/A	2P/125	N/A	125	A	50		240		STEEL POLE	Overhead
								B	50		240			

Eddie R. Church

From: Georgetown Railroad [mailto:gtownrailroad@msn.com]
Sent: Tuesday, October 20, 2015 6:29 PM
To: Clayton Weber
Cc: Christen Eschberger; James Klotz; Dawn Haggard; Steven Shull
Subject: RE: IH 35 FR GRR Power Service

Clayton,

Thank you for your proposed solution to provide power to both crossing control houses from one meter.

I approve your proposal.

We are willing to provide any coordination with Levy to permit a smooth transition to the new service.

Regards,

Mark Dixon
Georgetown Railroad Company
512-863-2538

THE INFORMATION CONTAINED IN THIS ELECTRONIC COMMUNICATION IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, FORWARDING, COPYING OR POSTING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE (512) 930-0106. THANK YOU.

Scale: 1:60
Plotted on: 08-AUG-2013 20:01

Pen Table: \\austw00\pmwork\Jobs\45026\Techprod\WA09\Plot\XXXX=11X17.pen
Design Filename: \\austw00\pmwork\Jobs\45026\Techprod\WA09\Rail\qtfr=RR=EXHIBIT=A=PlanView=20130808.dgn

LEGEND

- PROPOSED SIGNAL CONTROLLER
- PROPOSED GROUND BOX
- PROPOSED SIGNAL HEAD
- PROPOSED CONDUIT

0 30 60
SCALE: 1"=60'

STATE SPUR 26

PROPOSED TRAFFIC SIGNAL CONTROLLER

SIGNAL ELECTRIC SERVICE

NEW RAILROAD ELECTRIC SERVICE TYP

S 72° 10' 60" 101.60' 25.18" FD

BL IH 35 NBFR

IH35 NBFR

IH 35 NBML

IH 35 SBML

BL IH 35 ML

NEW TYP GROUND BOX

OBLITERATE ABANDONED ROAD

N 52° 38' 23.58" E 206.19' 975+00

INNER LOOP

EXISTING 2" CONDUIT

EXISTING GROUND BOX

PROPOSED FLASHING LIGHT SIGNAL W/ BELL AND 25' GATE ARM

GEORGETOWN RAILROAD

NEW TYC GROUND BOX

2" FIBER NEW

2" OPEN CUT

6'X 6' RAILROAD INSTRUMENT CASE

PROPOSED FLASHING LIGHT SIGNAL W/ BELL AND 24' GATE ARM

REFER TO ROADWAY DRAINAGE PLANS FOR DETAILS.

PROPOSED 104-FT X 10-FT CONCRETE RAILROAD CROSSING

EXISTING RR CABIN

INNER SPACE CAVERS

CULVERT

SIGNS

PARKING AREA

UNPAVED PARKING

STATE OF TEXAS
MARK S. CISSELL
99077
LICENSED
PROFESSIONAL ENGINEER

8/14/13

EXHIBIT "A"

DOT No. 848954S

PLAN VIEW

AT GEORGETOWN RAILROAD GRADE CROSSING ON IH / 35 NORTHBOUND FRONTAGE ROAD IN GEORGETOWN

HNTB The HNTB Companies Engineers Architects Planners
TBPE FIRM REGISTRATION NO: 420

Texas Department of Transportation © 2013

DRAWING PREPARED BY: HNTB

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			75
DOCN	STATE	DIST.	COUNTY
CNIC DOCN	TEXAS	AUS	WILLIAMSON
DNUM	CONT.	SECT.	JOB HIGHWAY NO.
CNIC DNUM	0015	08	128, ETC IH 35

Commissioners Court - Regular Session **21.**

Meeting Date: 12/01/2015

SW Bypass - THC Permit Application

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the Southwest Bypass (Driveways) Project.

Background

The permit requests the approval of intensive pedestrian survey, with surface and subsurface investigations as necessary based on field conditions, on Southwest Bypass (Driveways) needed to satisfy Environmental Due Diligence requirements. No investigations will take place until a permit is received from the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SW Bypass THC Permit Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 10:12 AM
Form Started By: Dawn Haggard		Started On: 11/23/2015 09:24 AM
Final Approval Date: 11/23/2015		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM
ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Southwest Bypass Driveway Connections at I-35 and RM 2243
County (ies) Williamson
USGS Quadrangle Name and Number *Round Rock, TX* (3097-312)
UTM Coordinates

I-35 Driveway Connection: Zone 14 E 625808 N 3386706
RM 2243 Driveway Connection: Zone 14 E 623530 N 3386988

Location Interstate Highway 35 and Leander Road (RM 2243) in the City of Georgetown
Federal Involvement ❑Yes ☒ No
Name of Federal Agency NA
Agency Representative NA

II. OWNER (OR CONTROLLING AGENCY)
Owner Williamson County
Representative Judge Dan A. Gattis
Address 710 S. Main Street, Suite 101
City/State/Zip Georgetown, Texas 78626
Telephone (include area code) 512.943.1550 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor NA
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Brandon S. Young
Affiliation SWCA Environmental Consultants
Address 4407 Monterey Oaks Blvd., Building 1, Suite 110
City/State/Zip Austin, Texas 78749
Telephone (include area code) 512-476-0891 Email Address byoung@swca.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork November 30, 2015
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Intensive cultural resources survey of proposed driveway connections at I-35 and RM 2243 for the proposed Southwest Bypass with subsurface investigations as necessary based on field conditions (see attached scope of work).

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA Environmental Consultants

Permanent Curatorial Facility Texas Archeological Research Laboratory `

IV. LAND OWNER'S CERTIFICATION

I, Judge Dan A. Gattis, as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be preformed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.

Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, _____, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.

Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Brandon S. Young, as Principal Investigator employed by SWCA Environmental Consultants (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature _____ Date 18 November 2015

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512/463-6096

TEXAS HISTORICAL COMMISSION

SWCA ENVIRONMENTAL CONSULTANTS

Austin Office
4407 Monterey Oaks Blvd., Building 1, Ste. 110
Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

TEXAS ANTIQUITIES PERMIT APPLICATION
SCOPE OF WORK FOR AN INTENSIVE CULTURAL RESOURCES SURVEY OF PROPOSED DRIVEWAY CONNECTIONS FOR THE SOUTHWEST BYPASS AT INTERSTATE HIGHWAY 35 AND LEANDER ROAD (RM 2243), CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS

Project Landowner – Williamson County
Project Sponsor – Williamson County
Project Consultant – SWCA Environmental Consultants (SWCA)
Principal Investigator – Brandon S. Young, M.A.
Date – November 18, 2015

INTRODUCTION

At the request of HNTB and Prime Strategies, Inc., and on behalf of Williamson County, Texas, SWCA Environmental Consultants (SWCA) proposes to conduct an intensive cultural resources survey of driveway connections for the proposed Southwest Bypass (SWBP) at Interstate Highway 35 (I-35) and Leander Road (Ranch-to-Market [RM] Road 2243) in the City of Georgetown. The project areas are mapped on portions of the *Round Rock, Texas* (3097-312) U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle map (Figure 1).

Williamson County is proposing to install two driveways for the southernmost 1.5 miles of the SWBP in south-central Williamson County, Texas (Figure 2). The western driveway is on the south side of RM 2243 where the SWBP will cross 1.5 miles west of the RM 2243/I-35 intersection. The eastern driveway is located where the SWBP road ends at the southbound I-35 frontage road just south of the intersection of I-35 and the SE Inner Loop. Because the project involves lands owned or controlled by Williamson County (a subdivision of the state), the project is subject to review under the Antiquities Code of Texas (ACT). The proposed project area at I-35 is approximately 200 feet by 100 feet in size, while the project area at RM 2243 is roughly 200 feet by 75 feet in size. Vertical impacts at both areas will extend approximately 2 feet below the ground surface. At I-35, the proposed project will impact approximately 0.45 acre; impacts at RM 2243 will encompass approximately 0.34 acre.

The goal of SWCA's work will be to locate any previously recorded prehistoric and historic archaeological sites in the project area, locate any previously undiscovered archaeological sites in the project area, establish vertical and horizontal site boundaries as appropriate with regard to the project area, and evaluate the significance and eligibility of any site recorded in the project

area for eligibility for inclusion to the National Register of Historic Places (NRHP) or designation as a State Antiquities Landmark (SAL). All work will be done in accordance with the ACT.

GEOLOGY

The underlying geology of the project areas consist of Early Cretaceous-age Edwards and Comanche Peak Limestones, undivided, at the proposed I-35 driveway connection, and Late Cretaceous-age Del Rio Clay and Georgetown Limestone, undivided, at the RM 2243 driveway connection. The Edwards Limestone consists of fine grained, grayish to brown limestone, dolomite, and chert that forms flat areas and plateaus bordered by scarps comprising Comanche Peak Limestone, which is described as gray, fine to very fine grained and nodular with a thickness of up to 80 feet (Barnes 1974). Given the age and physical properties of the limestone formations, they have virtually no potential to contain buried archaeological resources.

Del Rio Clay is calcareous and gypsiferous gray to yellowish-gray blocky clay or mud containing common pyrite inclusions and marine megafossils with a thickness of approximately 40 to 70 feet (Barnes 1974). Georgetown Limestone consists of limestone and marl that is fine grained and light gray in color that contains marine megafossils and exhibits a thickness of approximately 30 to 80 feet (Barnes 1974). Given the age and physical properties of the limestone formations, they have virtually no potential to contain buried archaeological resources.

SOILS

Soils within the project area consist of Eckrant extremely stony clay, 0 to 3 percent slopes at the I-35 driveway connection and Georgetown stony clay loam, 1 to 3 percent slopes, at the RM 2243 driveway connection. Eckrant extremely stony clay, 0 to 3 percent slopes, is an upland soil found on the summits and side slopes of ridges. A typical profile exhibits 10 to 20 inches of extremely stony clay overlying limestone bedrock. This soil developed in place from residuum weathered from limestone and, as such, has little to no potential to contain buried cultural materials (Natural Resources Conservation Service [NRCS] 2015). Georgetown stony clay loam, 1 to 3 percent slopes, is found on upland plains and consists of stony clay loam grading to cobbly clay overlying limestone bedrock from 0 to 35 inches below ground surface (NRCS 2015). This soil developed in place from limestone residuum and, as such, has little to no potential to contain buried archaeological material.

PREVIOUS INVESTIGATIONS AND RECORDED SITES

SWCA conducted a review of records available on the Texas Archeological Sites Atlas (Atlas) online database to determine the presence/absence of known prehistoric and historic cultural resources, as well as previously conducted cultural resources surveys within 0.5 mile of the currently proposed project area. The background literature review examined each driveway location separately.

I-35 Driveway Connection

Two previously recorded archeological sites and four archeological surveys have been completed within a 0.5-mile radius of this part of the project area, while two previous survey areas overlap the project's area of potential effects (APE) (Atlas 2015).

Site 41WM255 is approximately 180 meters west of the project area. The site was recorded in 1973 and was described as a deep cavern site containing Pleistocene age animal remains which included the bones of giant pig, ground sloth, extinct horse and jaguar, and human teeth. No recommendations regarding NRHP eligibility or research potential were made (Atlas 2015).

Recorded in 2010, the second site (41WM1257) is a prehistoric lithic procurement and scatter site roughly 690 meters northwest of the planned driveway connection at I-35. Investigators found a high density of Georgetown chert debitage spread over an area approximately 160 meters within the ROW. The site was generally in poor condition, having been impacted through land clearing resulting for the placement of a transmission line, and is not considered eligible for NRHP listing, at least within the transmission line ROW (Atlas 2015).

A small survey was conducted in 1994 that bisects the project area; no sites were recorded as result of this survey (Atlas 2015). In 2009, SWCA conducted a survey crossing the project area. The 2009 survey followed the I-35 frontage road, and did not result in the recording of any new or previously known archeological sites (Atlas 2015).

Two additional surveys outside the project area, but within 0.5 mile, include a survey conducted south of the study area for the City of Georgetown (Atlas 2015). One survey recoded two new archeological sites, but these are located more than 0.5 mile from the currently proposed project area. Finally, in 2010, a survey was completed to the west of the project area that resulted in the recording of three new archeology sites, all of which are outside the study area(Atlas 2015).

Historic Map Review

A review of historic-age maps and serial photographs from 1893 to 1951, ranging in scale from 1:24,000 to 1:125,000, revealed that the area surrounding the eastern driveway location remained largely undeveloped until after the 1930s (Foster et al. 2006). All historic maps reviewed indicated that the International and Great Northern Railway spans roughly north–south across the western edge of the eastern driveway location, and modern aerial imagery indicates the railroad still exists in the location indicated on historic maps (Foster et al. 2006). Few structures are mapped within 0.5 mile of the eastern driveway location until 1951. The 1951 *Round Rock* USGS 15-minute Topographic Quadrangle map indicates a total of 15 structures within 0.5 mile of the eastern driveway location, all associated with the expansion and suburban sprawl of the city of Georgetown and surrounding urban areas (Foster et al. 2006).

RM 2243 Driveway Connection

Seven previously recorded archeological sites and one archeological survey have been recorded within a 0.5-mile radius of the project area. One site and the survey are within the current project area, and a second site is located adjacent to the project area (Atlas 2015).

Site 41WM549 is immediately adjacent to the south side of RM 2243 and intersected by the planned driveway connection. Recorded in 1984 as a prehistoric lithic procurement site containing numerous debitage scatters, quality chert cobbles, cores, bifaces, burned rock (possibly a disturbed midden), a dart point tip, historic water pipe, and fragmented glass, the site covers an area measuring approximately 22 acres in size in a lightly wooded upland pasture. Although livestock grazing and pipeline development along the road have impacted the site, 41WM549 was recommended eligible for NRHP listing and the excavation of test pits was recommended in areas where soil accumulations had occurred (Atlas 2015).

Directly across RM 2243 is site 41WM556. First documented in 1984, the site was described as a large prehistoric lithic procurement area measuring roughly 23 acres in size. The site is adjacent to an intermittent stream in an upland field. Investigators observed a small concentration of burned rock containing debitage, a disturbed, heavily looted burned rock midden, and an occupation area opposite a rock overhang. The site recorders also noticed numerous chert flakes, chips, cores, and tools spread across the site area. The site was considered eligible for NRHP listing. In 2006, the site was re-evaluated and described as a lithic scatter containing a few rough bifaces and flakes. Investigators determined that the site was no longer considered eligible for listing to the NRHP due to low density of cultural material (Atlas 2015).

Recorded in 1984, site 41WM550 is approximately 150 meters to the east of the RM 2243 driveway connection. Investigators described the site as lithic procurement/upland campsite situated in a fairly flat upland setting with nearby shallow, intermittent drainages and limestone outcrops. The site covers an area of about 30 acres and contained a surface scatter of artifacts consisting of bifacial flakes, chert nodules, cores, flakes, and a strange depression with a large amount of burned limestone. Bulldozing, livestock grazing, and a dirt road have impacted the site. Site recorders felt that the site did not contain significant research potential and is not considered eligible for NRHP listing (Atlas 2015).

Also recorded in 1984, site 41WM551 is about 300 meters southeast of the APE. Site 41WM551 was described as a lithic procurement and production area spread over approximately 17 acres. The site is located in an upland field with limestone outcrops and contained chert flakes, chips, some unifaces, and bifaces. The site was found in good condition although some cattle grazing had impacted portions of the site. Investigators concluded that the site is eligible for NRHP listing (Atlas 2015).

Farther to the southeast, approximately 700 meters from the APE, is site 41WM553. Recorded in 1984, the site is in a level upland setting with numerous limestone outcrops. Investigators described the site as a prehistoric campsite containing a dense surface scatter of small flakes,

chips, burned debitage, tool fragments, and unifacial flakes. It appears that 41WM553 is the location for more advanced stages of reduction than found at nearby 41WM550 and 551. The site is considered eligible for NRHP listing (Atlas 2015).

Site 41WM541, first recorded in 1984 and re-evaluated in 2010, is approximately 630 meters to the northeast of the APE. The initial investigation describes a lithic scatter containing burned rock and small rock shelters (possibly utilized) dispersed over a 50-acre area. The site is on an upland terrace overlooking the South Fork of the San Gabriel River. Investigators observed a cluster of burned limestone rocks, a large amount of lithic debitage, and a burned rock midden that had been looted. Despite the looting, the site was found to be in good condition and investigators suggested the site was eligible for NRHP listing. However, a subsequent eligibility determination in 2010 found the site ineligible (Atlas 2015).

Finally, site 41WM557 is approximately 630 meters northwest of the project area. Investigators described the site as a lithic scatter covering roughly 2 acres on the west bank and floodplain of a tributary of South Fork of the San Gabriel River. Investigators observed chert flakes, some burned rock fragments, and a few chert cobbles on the ground surface. The site was found in good condition and considered eligible for NRHP listing (Atlas 2015).

The only previously conducted archeological survey in the area was completed in 2004 for the proposed State Highway 29 Bypass (Bradle et al. 2008). The survey area intersects the proposed RM 2243 driveway connection at 41WM549. This survey resulted in the rerecording of several sites, including the ones discussed above (Atlas 2015).

Historic Map Review

A review of historic-age maps and serial photographs from 1893 to 1951, ranging in scale from 1:24,000 to 1:125,000, revealed that the area surrounding the northwestern driveway location has remained largely undeveloped until recent expansion and suburban sprawl of the city of Georgetown and surrounding urban areas (Foster et al. 2006). Historic maps did not indicate any structures within 0.5 mile of the RM 2243 driveway connection.

PROPOSED SCOPE OF WORK

Subsequent to the granting of a Texas Antiquities Permit, SWCA will conduct an intensive cultural resources survey of the proposed driveway connections that will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of all cultural resources discovered within the proposed project area. The scope of work for the field investigations includes an intensive pedestrian survey with subsurface investigations (e.g., shovel test excavations) and will meet minimum survey standards established by the Texas Historical Commission (THC).

The field survey will consist of a team of two SWCA archaeologists surveying the project alignment. Surface investigations will consist of a visual inspection of the proposed ROW looking for evidence of prehistoric and historic cultural material. Subsurface investigations will involve shovel tests that will be approximately 30 centimeters (cm) in diameter and excavated in arbitrary 20-cm levels to 100 cm below surface unless soil characteristics or bedrock preclude reaching that depth. Archaeologists will screen the matrix from each shovel test through ¼-inch mesh, and plot the location of each excavation using a hand-held Global Positioning System (GPS) receiver. Each shovel test will be recorded on a standardized digital form in SWCA's field tablets to document the excavations. Given the geology and soils within the upland project area, backhoe trenching is not anticipated. If shovel test excavations indicate that there is the potential for deeply buried cultural material that cannot reasonably be reached with hand excavations, then backhoe trenching would proceed as necessary.

SWCA will complete appropriate State of Texas Archaeological Site Data Forms for each site discovered during the investigations. A detailed plan map of each site will be produced and locations will be plotted on USGS 7.5-minute topographic maps and relevant project maps. Artifacts will be tabulated, analyzed, and documented in the field, but not collected. Temporally diagnostic artifacts will be described in detail, mapped, and photographed in the field. This policy will reduce curation costs once the fieldwork is concluded. Finally, all records, files, field notes, forms, and other required documentation will be kept at SWCA. However, as per the terms of the antiquities permit, SWCA will curate all project paperwork and photographs at the Texas Archeological Research Laboratory at The University of Texas-Austin.

REPORTING

Once the survey has been completed, SWCA will prepare a draft report of investigations for review by HNTB, Prime Strategies, and Williamson County. The report will document the methodology used in the investigations, background environmental and cultural information, the presence and condition of previously recorded sites and cultural resources encountered during the archaeological survey, recommendations on the need for further work, and the potential significance of all cultural resources in regards to future development and NRHP and SAL eligibility. The resulting survey report will also provide the appropriate criteria under which the sites were evaluated. Once HNTB, Prime Strategies, and Williamson County comment on the draft report, all appropriate edits will be made and the draft report will be submitted to the THC for review and comment.

The Antiquities Code of Texas requires that, upon approval of the draft report, a final report must be produced. SWCA will furnish one unbound hard copy and two electronic copies of the final report on a tagged PDF formatted CD to the THC, complete an abstract text online, furnish 12 hard copies of the report (without site information, if any) to the university-based libraries and archaeological research facilities around the state, and curate all project paperwork and photographs, as per the terms of the permit, at the Texas Archeological Research Laboratory at The University of Texas-Austin.

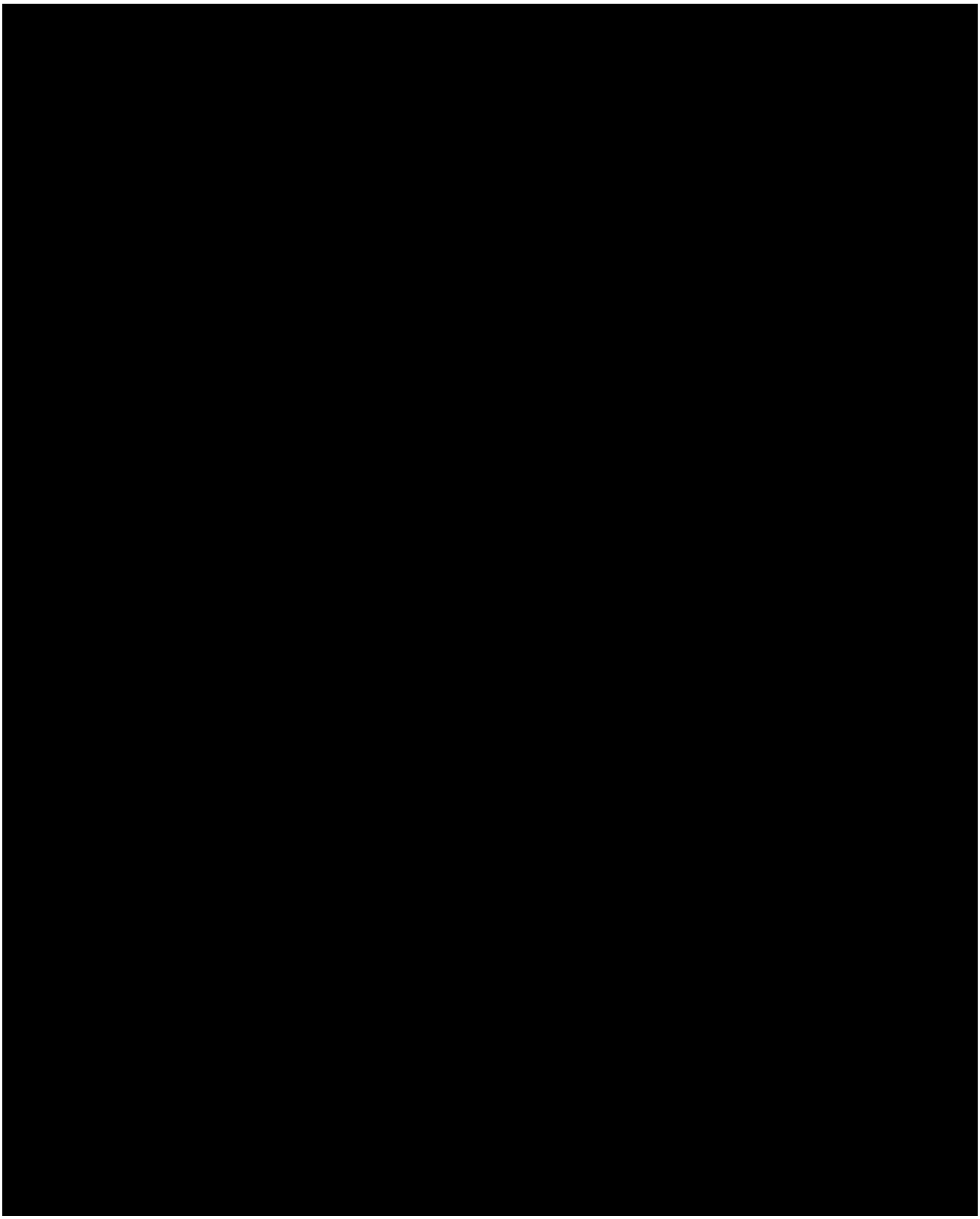


Figure 1. Project location.

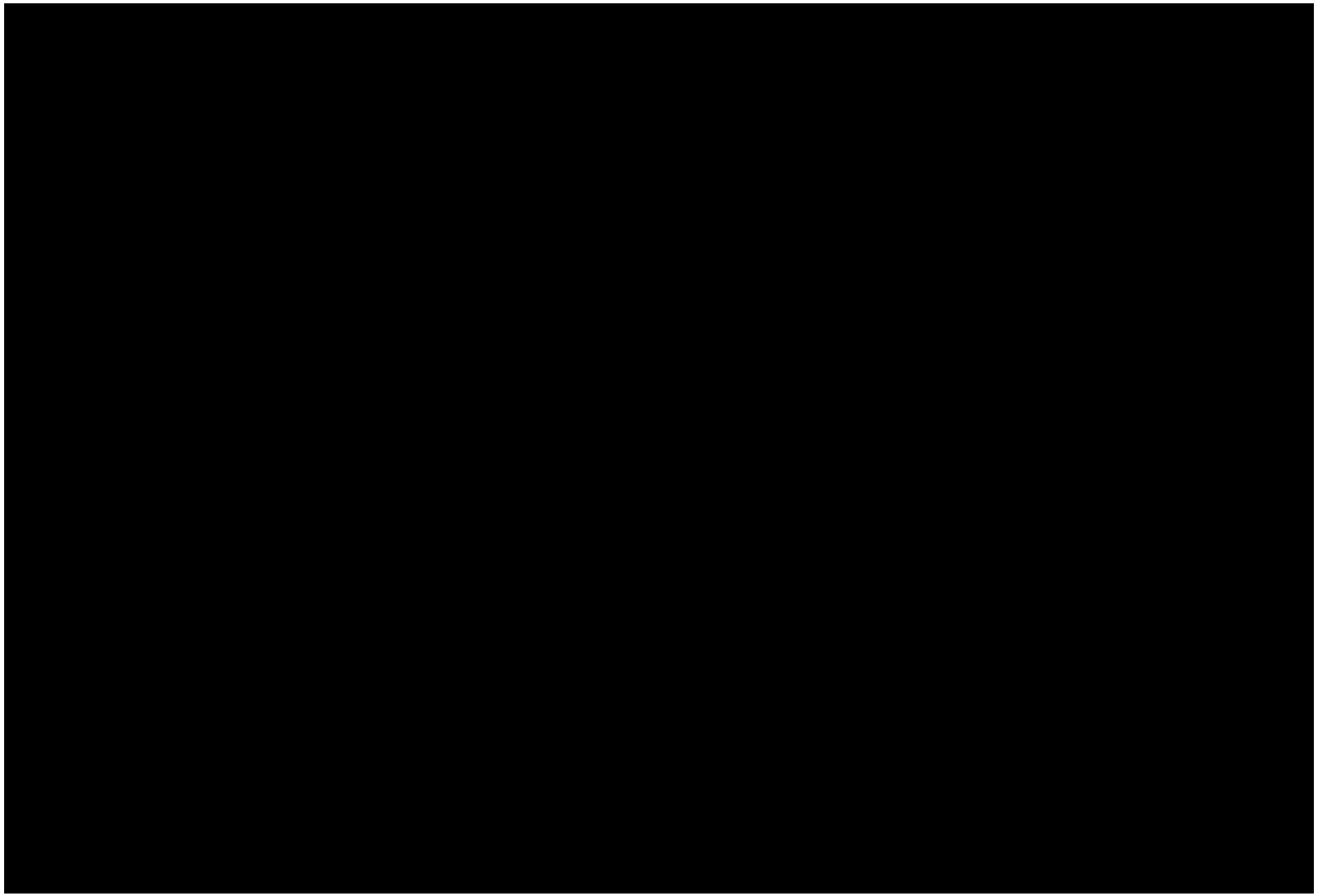


Figure 2. Project area.

REFERENCES CITED

Barnes, Virgil E.
1974 *Geologic Atlas of Texas, Austin Sheet*. Bureau of Economic Geology, The University of Texas at Austin.

Bradle, Michael, Robert d'Aigle, and Gilbert Bernhardt
2008 *Archaeological Survey of the Highway 29 Bypass Project for the City of Georgetown, Williamson County, Texas*. Report of Investigations Number 64, American Archaeology Group, LLC, Lampasas, Texas.

Foster, T. R., T. Summerville, and T. Brown
2006 The Texas Historic Overlay: A Geographic Information System of Historic Map Images for Planning Transportation Projects in Texas. Prepared for the Texas Department of Transportation by PBS&J, Austin.

Natural Resources Conservation Service (NRCS).
2015 Soil Survey Staff, National Resources Conservation Service, United Stated Department of Agriculture. *Web Soil Survey of Williamson County.* Available at http://websoilsurvey.nrcs.usda.gov/. Accessed November 11, 2015.

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2015 Texas Archeological Site Atlas restricted database, Texas Historical Commission. Available at: http://nueces.thc.state.tx.us/. Accessed November 9, 2015.

Commissioners Court - Regular Session **22.**

Meeting Date: 12/01/2015

2006 Road Bond Transfer Request

Submitted By: Jaime Aleman, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the transfer of 2006 Road Bond funds per recommendation of Mike Weaver, Road Bond Manager to move $1,069,000.00 from Non-Departmental (P156) to CR 170 (P213) in the amount of $34,000.00, to Pearson Ranch Road (P221) in the amount of $35,000.00, and to CR 111 in the amount of $1,000,000.00.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Memo 11/20/2015

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:04 AM
Form Started By: Jaime Aleman		Started On: 11/20/2015 02:58 PM
Final Approval Date: 11/23/2015		

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Jaime Aleman, Williamson County Auditor's Office

From: Michael J. Weaver

Date: 11/20/2015

Re: FY2006 Road Bond Budget Adjustment

Please process the following budget adjustments for projects under the 2006 Road Bond Program:

- Move $34,000.00 to P-213 CR 170 from P-156 Non-Departmental;
- Move $35,000.00 to P-221 Pearson Ranch Road from P-156 Non-Departmental;
- Move $1,000,000.00 to P-249 CR 111 Extension from P-156 Non-Departmental.

If you have any questions please let me know.

Cc: Robert B. Daigh, P.E., Williamson County Director of Infrastructure
Christen Eschberger, P.E., HNTB
Marie Walters, PSI

Commissioners Court - Regular Session **23.**

Meeting Date: 12/01/2015

City of Cedar Park easements

Submitted For: Randy Bell **Submitted By:** Randy Bell, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on permanent storm sewer and drainage easement, and temporary construction easement through Champion Park.

Background

Due to flooding conditions on Brushy Creek Road, the City of Cedar Park is requesting that the storm water runoff from The Park at Brushy Creek subdivision be routed underneath Brushy Creek Road, through Champion Park, and directly into Brushy Creek.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Champion Park Storm Water easement

Champion Park Temporary Construction Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:04 AM
Form Started By: Randy Bell		Started On: 11/20/2015 05:40 PM
Final Approval Date: 11/23/2015		

STORM SEWER AND DRAINAGE EASEMENT

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

That WILLIAMSON COUNTY, TEXAS (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration paid by the CITY OF CEDAR PARK, TEXAS, a municipal corporation situated in the County of Williamson and State of Texas, ("Grantee"), the receipt and sufficiency of which hereby acknowledged, does hereby GRANT, SELL, and CONVEY unto Grantee certain rights and interests in the nature of a perpetual storm sewer and drainage easement and right-of-way in, upon, over, under, above and across the following described property, the same and not constituting the homestead of Grantor, to-wit:

> A tract of land consisting of 0.2233 acre, or 9,728 square feet more or less, track of land, said tract being more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes.

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of storm sewer utilities and drainage facilities, to-wit: drainage channel and storm sewers and collection facilities, drainage pipes and all other surface and subsurface drainage structures, lines, connecting lines, access facilities and related equipment, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, and any necessary accessories thereto.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual, provided however that said easement, rights and privileges shall cease and revert to Grantors in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The perpetual easement, right-of-way, rights and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use to determine the effect, if any, on the utilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the utilities thereon.

Grantee hereby covenants and agrees:

(a) Grantee shall not fence the easement;

(b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantors private roads or lanes on the lands;

(c) To the extent allowed by law Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

Grantor hereby dedicates the easement as drainage and storm sewer easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said utilities and for making any connections therewith, and Grantors do hereby bind themselves, their successors and assigns and legal representatives, to WARRANT and FOREVER DEFEND all and singular, the said easement and rights and interests unto the City of Cedar Park, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS THEREOF, Grantors have caused this instrument to be executed on this ___ day of _____ _____, 2015.

GRANTORS: Williamson County

By: _____
Dan A. Gattis, County Judge

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2015, by Dan A. Gattis, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

_____
Notary Public, State of Texas

ACCEPTED:

CITY OF CEDAR PARK, TEXAS

_____
Brenda Eivens, City Manager

******* NOTARY ACKNOWLEDGEMENTS *******

The foregoing instrument was executed before me by _____ on this the _____ day of _____, 2015.

(Seal and Expiration)

_____
Notary Public, State of Texas

After recording, please return to:

City of Cedar Park Engineering Department
ATTN: Randall Lueders, P.E.
450 Cypress Creek Road, Bldg. 1
Cedar Park, Texas 78613

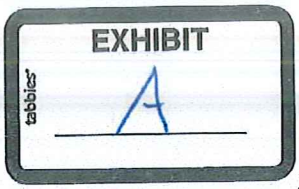


EXHIBIT " "

(Drainage Easement)
John H. Dillard Survey, Abstract No. 179

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.2233 ACRE (9,728 SQUARE FEET), OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 32.703 ACRE TRACT (DESCRIBED AS EXHIBIT "A") CONVEYED TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NUMBER 2011066293 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.2233 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:

COMMENCING, at a 60D nail found at an angle point in the south right-of-way line of Brushy Creek Road (Right-of-way varies), and being an angle point in the north line of said Williamson County tract, from which a nail found in the south right-of-way line of said Brushy Creek Road and at an angle point in the north line of said Williamson County tract bears, S72°55'04"W, a distance of 152.50 feet;

THENCE, along the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, N61°31'08"E, a distance of 51.24 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, continuing along the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, **N61°31'08"E,** a distance of **21.18** feet to a calculated point for the northeast corner hereof, from which a nail found in the south right-of-way line of said Brushy Creek Road and at an angle point in the north line of said Williamson County tract bears, N61°31'08"E, a distance of 221.73 feet;

THENCE, leaving the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, over and across said 32.703 acre tract, the following eight (8) courses and distances:

1) **S09°16'56"E,** a distance of **218.38** feet to a calculated point for an angle point hereof,
2) **S61°15'11"E,** a distance of **197.93** feet to a calculated point for an angle point hereof,
3) **N89°45'09"E,** a distance of **42.86** feet to a calculated point for an exterior ell-corner hereof,
4) **S13°17'09"E,** a distance of **30.79** feet to a calculated point for the southeast corner hereof,
5) **S89°45'24"W,** a distance of **38.57** feet to a calculated point for the southwest corner hereof,
6) **N33°14'18"W,** a distance of **1.67** feet to a calculated point for an angle point hereof,
7) **N61°15'11"W,** a distance of **228.51** feet to a calculated point for an angle point hereof, and

8) **N09°42'06"W,** a distance of **222.44** feet to the **POINT OF BEGINNING,** and containing 0.2233 Acre (9,728 Square Feet) more or less.

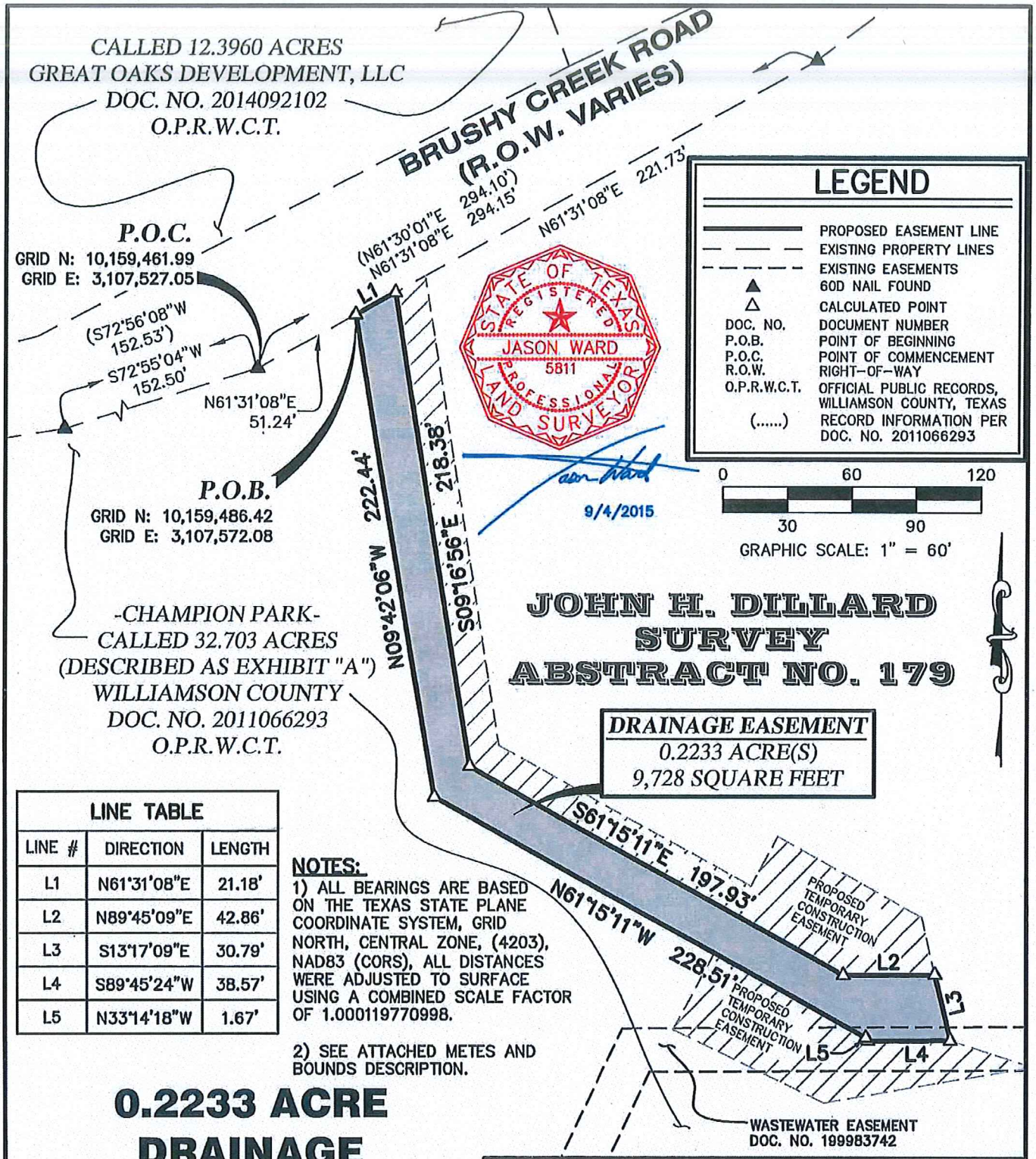
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000119770998. See attached sketch (reference drawing: 00324 Drainage Easement.dwg)

9/4/15

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC





LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N61°31'08"E	21.18'
L2	N89°45'09"E	42.86'
L3	S13°17'09"E	30.79'
L4	S89°45'24"W	38.57'
L5	N33°14'18"W	1.67'

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000119770998.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

0.2233 ACRE DRAINAGE EASEMENT
City of Cedar Park, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	9/4/2015
Project:	00324
Scale:	1" = 60'
Reviewer:	JSW
Tech:	SJH
Field Crew:	JCR/KDL
Survey Date:	JULY 2014
Sheet:	1 OF 1

P:\00324\Dwg\00324_Drainage Easement.dwg

TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

That Williamson County, its successors and assigns (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration paid by the City of Cedar Park, Texas, a Texas home-rule municipal corporation, (hereinafter referred to as "Grantee"), the receipt and sufficiency of which hereby acknowledged, does hereby GRANT, SELL, and CONVEY unto Grantee, a Temporary Construction Easement to construct, operate, maintain, inspect, reconstruct, rebuild, repair, and remove a drainage system and structures consisting of all necessary culverts, conduits, valves, vaults, manholes, ventilators and appurtenances, storm sewers and collection facilities, drainage pipes and all other subsurface drainage structures, access facilities and related equipment, and any necessary accessories, or operations thereto, in, under, over, upon, above and across the following described property of Grantor, to-wit:

See "Sketches to Accompany Description" attached hereto as Exhibit "A" and "B" and made a part hereof for all intents and purposes.

Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of construction and maintenance of improvements, and for making connections therewith; all upon the condition that upon completion of construction and installation of the improvements, Grantee shall repair and restore the surface of said premises as nearly as is reasonably possible to the condition which the same was in before the work was undertaken.

This Temporary Construction Easement shall be for a term of 12 months which shall commence on the date the granting of this easement is evidenced by recordation.

Grantee hereby covenants and agrees:

(a) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

(b) Grantor also retains, reserves, and shall continue to enjoy the surface of such Temporary Construction Easement for any and all purposes which do not interfere with and prevent the use by Grantee of the Temporary Construction Easement.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Temporary Construction Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this ____ day of _____, 2015.

GRANTORS: Williamson County

By: _____
Dan A. Gattis, County Judge

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2015, by Dan A. Gattis, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

_____
Notary Public, State of Texas

ACCEPTED:

CITY OF CEDAR PARK, TEXAS

_____
Brenda Eivens, City Manager

******* NOTARY ACKNOWLEDGEMENTS *******

The foregoing instrument was executed before me by _____ on this the _____ day of _____, 2015.

(Seal and Expiration)

_____
Notary Public, State of Texas

After recording, please return to:

City of Cedar Park Engineering Department
ATTN: Randall Lueders, P.E.
450 Cypress Creek Road, Bldg. 1
Cedar Park, Texas 78613

EXHIBIT
A

EXHIBIT " " (Temporary Grading and Construction Easement)
John H. Dillard Survey, Abstract No. 179

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.1020 ACRE (4,445 SQUARE FEET) OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 32.703 ACRE TRACT (DESCRIBED AS EXHIBIT "A") CONVEYED TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NUMBER 2011066293 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.1020 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:

COMMENCING, at a 60D nail found in the south right-of-way line of Brushy Creek Road (Right-of-way varies), and being an angle point in the north line of said Williamson County tract, from which a 60D nail found at an angle point in the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract bears, N72°55'04"E, a distance of 152.50 feet;

THENCE, leaving the south right-of-way line of said Brushy Creek Road and the north line of Williamson County tract, over and across said Williamson County tract, S52°55'52"E, a distance of 425.07 feet to a calculated point for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, continuing over and across said Williamson County tract, the following seven (7) courses and distances:

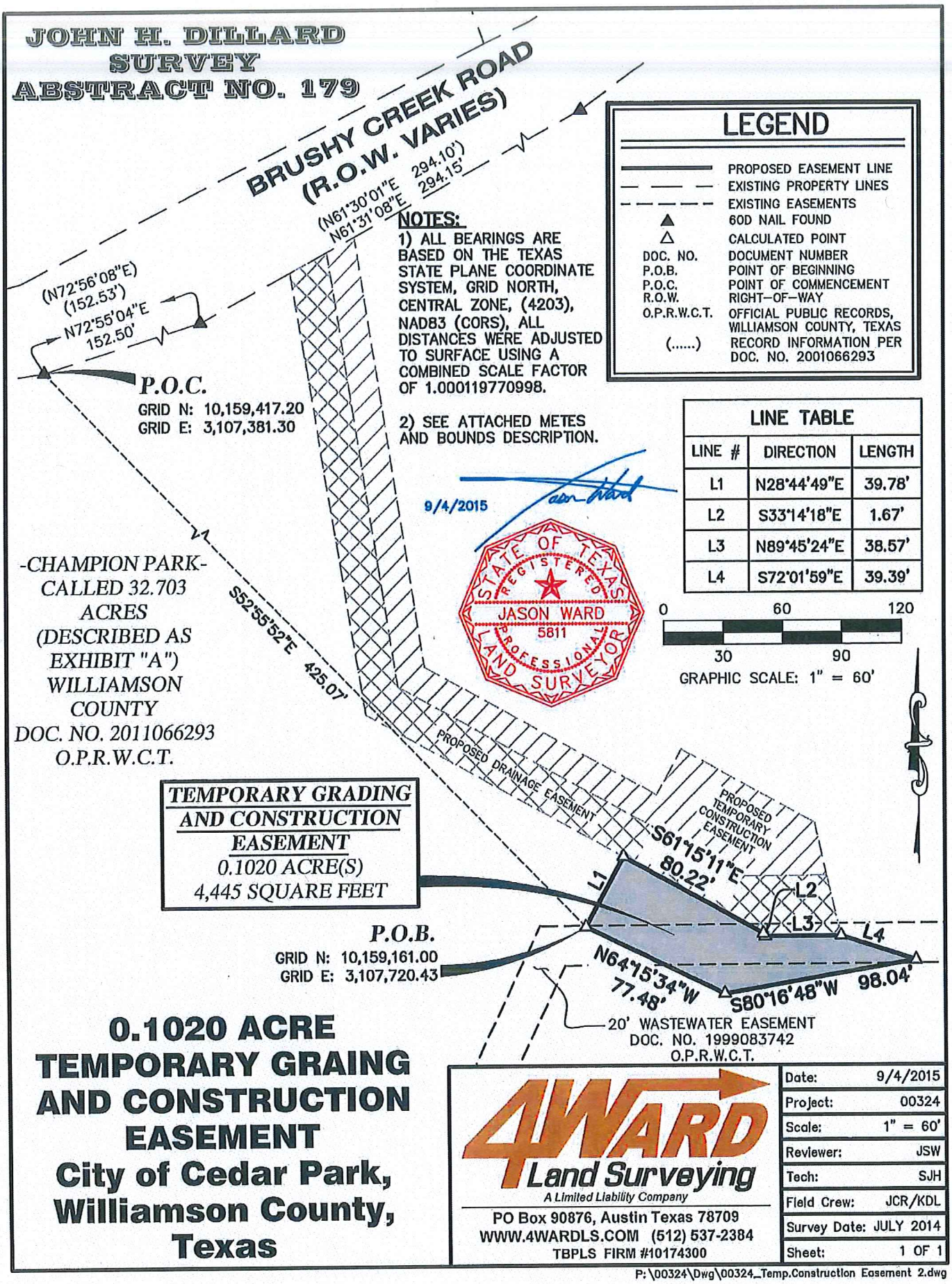
1) **N28°44'49"E,** a distance of **39.78** feet to a calculated point for the northwest corner hereof,
2) **S61°15'11"E,** a distance of **80.22** feet to a calculated point for an angle point hereof,
3) **S33°14'18"E,** a distance of **1.67** feet to a calculated point for an angle point hereof,
4) **N89°45'24"E,** a distance of **38.57** feet to a calculated point for an angle point hereof,
5) **S72°01'59"E,** a distance of **39.39** feet to a calculated point for the southeast corner hereof,
6) **S80°16'48"W,** a distance of **98.04** feet to a calculated point for an angle point hereof, and
7) **N64°15'34"W,** a distance of **77.48** feet to the **POINT OF BEGINNING,** and containing 0.1020 Acre (4,445 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000119770998. See attached sketch (reference drawing: 00324 Temp.Construction Easement 2.dwg)

9/4/15
Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

STATE OF TEXAS REGISTERED JASON WARD 5811 PROFESSIONAL LAND SURVEYOR



0.1020 ACRE TEMPORARY GRAING AND CONSTRUCTION EASEMENT

City of Cedar Park, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	9/4/2015
Project:	00324
Scale:	1" = 60'
Reviewer:	JSW
Tech:	SJH
Field Crew:	JCR/KDL
Survey Date:	JULY 2014
Sheet:	1 OF 1

P:\00324\Dwg\00324_Temp.Construction Easement 2.dwg

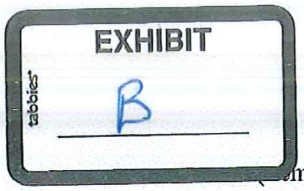


EXHIBIT " " (Temporary Grading and Construction Easement)
John H. Dillard Survey, Abstract No. 179

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.1977 ACRE (8,613 SQUARE FEET) OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 32.703 ACRE TRACT (DESCRIBED AS EXHIBIT "A") CONVEYED TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NUMBER 2011066293 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.1977 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:

COMMENCING, at a 60D nail found at an angle point in the south right-of-way line of Brushy Creek Road (Right-of-way varies), and being an angle point in the north line of said Williamson County tract, from which a nail found in the south right-of-way line of said Brushy Creek Road and at an angle point in the north line of said Williamson County tract bears, S72°55'04"W, a distance of 152.50 feet;

THENCE, along the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, N61°31'08"E, a distance of 72.42 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, continuing along the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, **N61°31'08"E**, a distance of **15.85** feet to a calculated point for the northeast corner hereof, from which a nail found in the south right-of-way line of said Brushy Creek Road and at an angle point in the north line of said Williamson County tract bears, N61°31'08"E, a distance of 205.88 feet;

THENCE, leaving the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, over and across said Williamson County tract, the following eight (8) courses and distances:

1) **S09°17'23"E**, a distance of **216.28** feet to a calculated point for an angle point hereof,
2) **S61°15'11"E**, a distance of **133.29** feet to a calculated point for an interior ell-corner hereof,
3) **N28°44'49"E**, a distance of **25.84** feet to a calculated point for an exterior ell-corner hereof,
4) **S61°15'11"E**, a distance of **76.73** feet to a calculated point for an angle point hereof,
5) **S13°17'08"E**, a distance of **27.01** feet to a calculated point for the southeast corner hereof,
6) **S89°45'09"W**, a distance of **42.86** feet to a calculated point for an angle point hereof,
7) **N61°15'11"W**, a distance of **197.93** feet to a calculated point for an angle point hereof, and
8) **N09°16'56"W**, a distance of **218.38** feet to the **POINT OF BEGINNING**, and containing 0.1977 Acre (8,613 Square Feet) more or less.

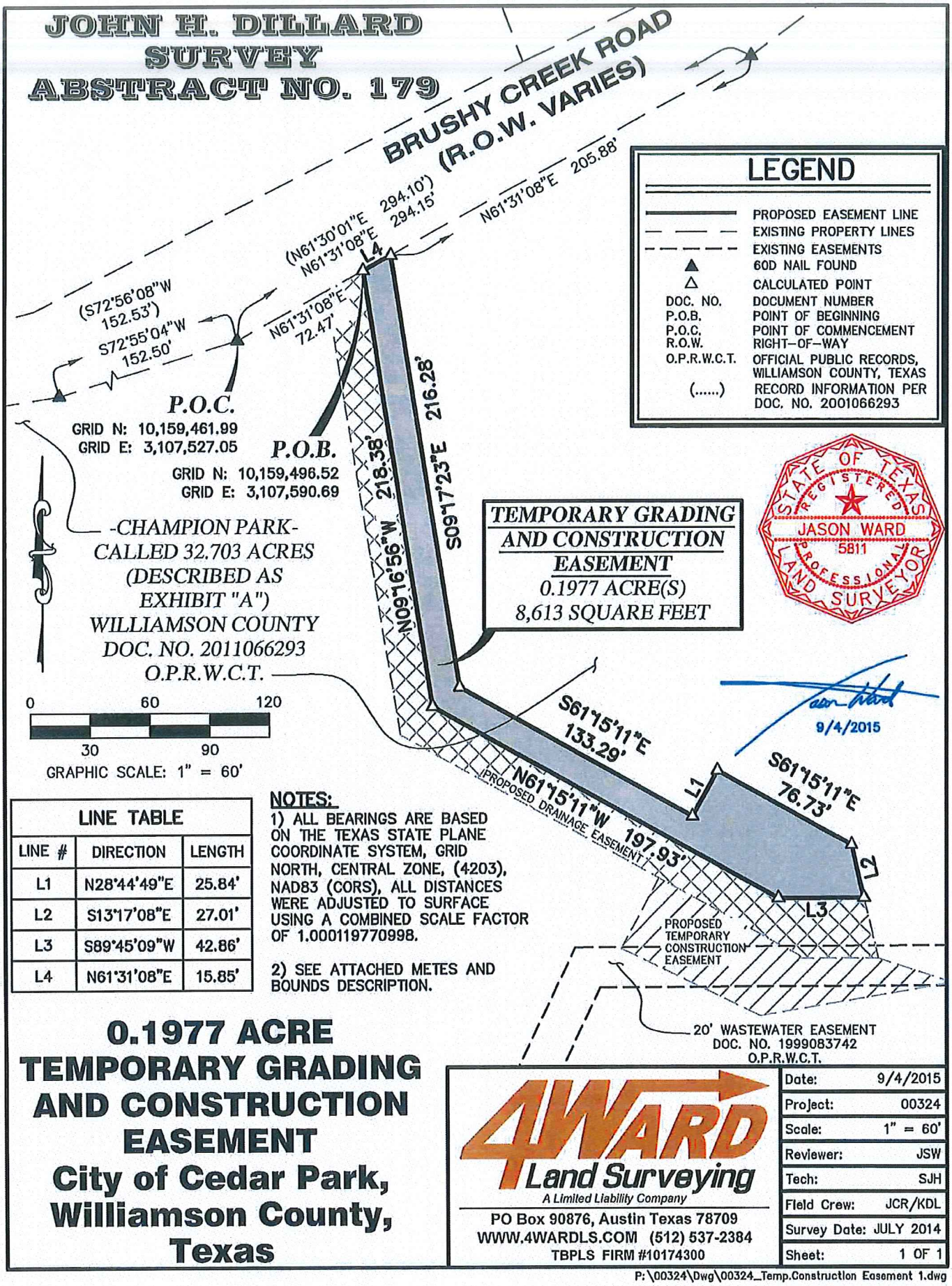
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000119770998. See attached sketch (reference drawing: 00324 Temp.Construction Easement 1.dwg)

9/4/15

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC





LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N28°44'49"E	25.84'
L2	S13°17'08"E	27.01'
L3	S89°45'09"W	42.86'
L4	N61°31'08"E	15.85'

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000119770998.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

0.1977 ACRE TEMPORARY GRADING AND CONSTRUCTION EASEMENT

City of Cedar Park, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	9/4/2015
Project:	00324
Scale:	1" = 60'
Reviewer:	JSW
Tech:	SJH
Field Crew:	JCR/KDL
Survey Date:	JULY 2014
Sheet:	1 OF 1

P:\00324\Dwg\00324_Temp.Construction Easement 1.dwg

Commissioners Court - Regular Session **24.**

Meeting Date: 12/01/2015

CR 199 Letter Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a Letter Agreement with Leschber Investments, LP for a drainage easement needed on CR199.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Leschber- CR 199 Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 10:12 AM
Form Started By: Charlie Crossfield		Started On: 11/23/2015 10:00 AM
Final Approval Date: 11/23/2015		

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

October 22, 2015

VIA EMAIL AT chris@chrisleschber.com
AND REGULAR U.S. MAIL

Leschber Investments LP
4000 CR 132
Hutto, TX 78634

Re: Williamson County
Drainage Easement/Improvements – CR 199

To Whom It May Concern:

Please allow this letter to set out my understanding of your agreement to grant Williamson County a permanent drainage easement and temporary construction easement on your property, in exchange for the County's construction of the improvements set forth in my letter of August 18, 2015, a copy of which is attached as Exhibit "A". The drainage easement will measure approximately 20' x 58' (+/-1,160 SF), as shown on the drawing attached as Exhibit "B".

Regarding concerns about your crops, please note the County will not perform the work while crops are in the fields in the area of the project. The work is expected to take no longer than two (2) months to complete, but please understand delays may be unavoidable.

If this meets with your understanding please execute this letter where indicated and return it to me. Upon receiving your signatures and the agreement of the aforementioned property owner(s) to the south, the County will proceed with obtaining a survey of the easement in order to finalize the form of the easement. Drafts of the drainage easement and temporary construction easement, without surveys and legal descriptions, are attached.

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

Very truly yours,

Brian J. Knowles
Sheets & Crossfield, P.C.

344734bk

reclaimed and reduce future erosion. Installing more efficient drainage structures and allowing the County to maintain those areas also restores a more efficient natural drainage pattern across the county roadway.

Granting the drainage easement also allows the County to maintain the ditch and rip rap improvements at its own cost in the future. I have enclosed a draft of a drainage easement and a temporary construction easement for your review. Once we agree on the easements and work, a surveyor will prepare field notes and we will finalize the easements. After execution of the easements, the overall project is expected to take a maximum of 6 months to construct and ensure that it works as designed. The temporary construction easement would only be used for the time necessary to perform the proposed work.

On the aerial exhibit I was provided I do not see any existing fencing that might be affected by the work proposed here, but if there is any existing fencing in this area, the County would pay the reasonable cost to reconstruct that fence after completion of the work.

Hopefully you agree the mutual benefits this project will provide, including improvement to the quality of the road facility and more efficient drainage, while also allowing reclamation of portions of your property for other uses, make this a reasonable request. If not, I am confident we can adequately address any of your concerns.

It is my understanding the County is ready to undertake construction of this project as soon as we can get the required permission and executed easement documents, so please contact us as soon as you are able regarding this proposal.

In the meantime, please contact me at (512) 255-8877 or email (brian@scrrlaw.com) at any time with additional questions about any of the exhibits or enclosures I have sent, or the proposed project in general. You can also ask for Lisa Dworaczyk if I am not available, or send her an e-mail at lisad@scrrlaw.com. If we can't answer your questions here then we will find someone associated with the planned project who can. We would also be happy to meet with you at the property at a time that is convenient for you in order to discuss the enclosed exhibit and proposed construction, and we can make the engineers available at that time to answer any design or technical questions as well. Thank you in advance for your attention and assistance with this proposed improvement project.

Very truly yours,

Brian J. Knowles
Sheets & Crossfield, P.C.

Enclosure

Enclosures

AGREED:

OWNER

Leschber Investments LP

By: _____

_____,

as _____

Date: 11/12/2015

WILLIAMSON COUNTY

_____

Dan A. Gattis, County Judge

Date: _____

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

brian@scrrlaw.com

August 18, 2015

Leschber Investments LP
4000 CR 132
Hutto, TX 78634

Re: Williamson County—Proposed drainage improvements to CR 199

To Whom It May Concern:

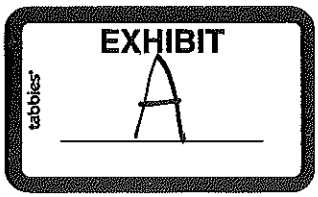
I am writing because Williamson County has been considering certain ditch and culvert drainage improvements to County Road 199 along property owned by you near Hutto, Texas. My law firm works with the County on its right of way issues, and the Road and Bridge Department of the County has asked us to contact you regarding the proposed drainage improvements and about acquiring a drainage easement to allow these improvements to be properly constructed.

I have enclosed an aerial exhibit of the roadway and property in question, which identifies the proposed improvements, the boundaries of the existing road right-of-way limits ("existing ROW"), and the locations of the proposed permanent drainage easement and temporary construction easement that the County needs to acquire in order to complete the project.

You are probably aware that currently the drainage flows from the north side of CR 199 through two different culverts, which then form convergent drainage channels on the property along the south side of the road. In order to make this drainage work more efficiently, the County is proposing to remove the two existing culverts and replace them with two new culverts aligned together at a location between those two points. They will then fill in the two existing convergent channels on the adjacent property and create a single drainage ditch at the location of the new culvert outfall to merge with the existing downstream channel.

You will notice on the exhibit that the County is asking for a permanent drainage easement measuring approximately 20' x 58' (+/-1,160 SF) at the outflow of the proposed culvert under CR 199. This is necessary so the County can maintain the rock rip rap which is proposed to be installed, and grade the proper drainage and flow of water under the road and through the drainage channel.

Going from two separated drainage culverts to one centralized location that is more aligned with the natural flow, should allow the use of some of the existing property to be



DRAINAGE EASEMENT
County Road 199

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

That LESCHBER INVESTMENTS LP, and its successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of One and No/100 ($1.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the below-described Property:

All of that certain _____ acre (1162 square feet) tract of land situated in the _____ Survey, Abstract No. _____ Williamson County, Texas; said acre tract of land being more particularly described by metes as bounds in Exhibit "A", attached hereto and incorporated herein for all purposes.

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement and channel, along with any structures, materials and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress from to and from said premises from the adjacent right of way for the purpose of making any improvements, modifications or repairs which the County deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee. Any such trees or vegetation cut by Grantee shall promptly be removed from the property.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage and for making connections therewith.

Grantor does hereby bind its heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise. This conveyance is made subject to any validly existing matters of record affecting this Property which are recorded in the Official Records of Williamson County, Texas.

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the 17th day of November, 2015.

[signature pages follow]

GRANTOR:

LESCHBER INVESTMENTS, LP

By: _____
_____, as _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 12th day of November, 2015 by Larry Leschber, in the capacity and for the purposes and consideration recited therein.

JOY L. OFFIELD
MY COMMISSION EXPIRES
May 23, 2017

_____
Notary Public, State of Texas

TEMPORARY CONSTRUCTION EASEMENT

County Road 199 Drainage Improvement Project

KNOW ALL BY THESE PRESENTS:

That LESCHBER INVESTMENTS LP, hereafter referred to as Grantor, whether one or more, in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to WILLIAMSON COUNTY, TEXAS, its agents, contractors, successors and assigns (referred to as "County" or "Grantee"), a temporary construction easement to facilitate proper and adequate lateral support, slope, and drainage of the adjacent roadway and proposed culvert facilities and adjacent remaining property of Grantor, and for the purpose of earthen, rip rap, or other material or structure placement, removal, fill, grading, shaping or other reconfiguration or modification as necessary to facilitate proper stormwater drainage from adjacent properties across the CR 199 roadway facilities, in, along, upon and across the property located in the County of Williamson, State of Texas ("Project"), being more fully shown and described in Exhibit "A" for any and all purposes ("Property"). The removal or placement of any material, structures, rip rap, or other grading, construction or modification on the Property shall be subject to, and shall generally comply with any notes, details, design, specifications or other requirements or restrictions as shown on Exhibit "A" attached hereto.

The parties agree further as follows:

Following completion of work within the temporary construction easement area described in Exhibit "A" any disturbed, filled or graded areas will be returned as closely as possible to their natural state, given the design and construction activities shown herein.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights shall revert to the Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the expiration of six (6) months after the beginning of the activities described herein upon the Property, or on the date of completion of construction of the Project, or on _____, whichever occurs first.

This conveyance is subject to all easements, rights of way, and prescriptive rights, whether of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this 12th day of November, 2015.

GRANTOR:

LESCHBER INVESTMENTS LP

By: _____, as _____

Acknowledgment

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me on the 12th day of November, 2015, by Larry Leschber, in the capacity and for the purposes and consideration recited herein.

JOY L. OFFIELD
MY COMMISSION EXPIRES
May 23, 2017

_____
Notary Public Signature

SHEET TAB: JOHNSTON PROPERTY
PLOTTED BY: kmorrell
PLOT TIME: Dec 19, 2014 - 8:32am
DRAWING: P:_ROADWAYS\CR 199\2014\Drawings\Exhibits\CR 199 DRAINAGE STUDY_EXHIBIT.dwg

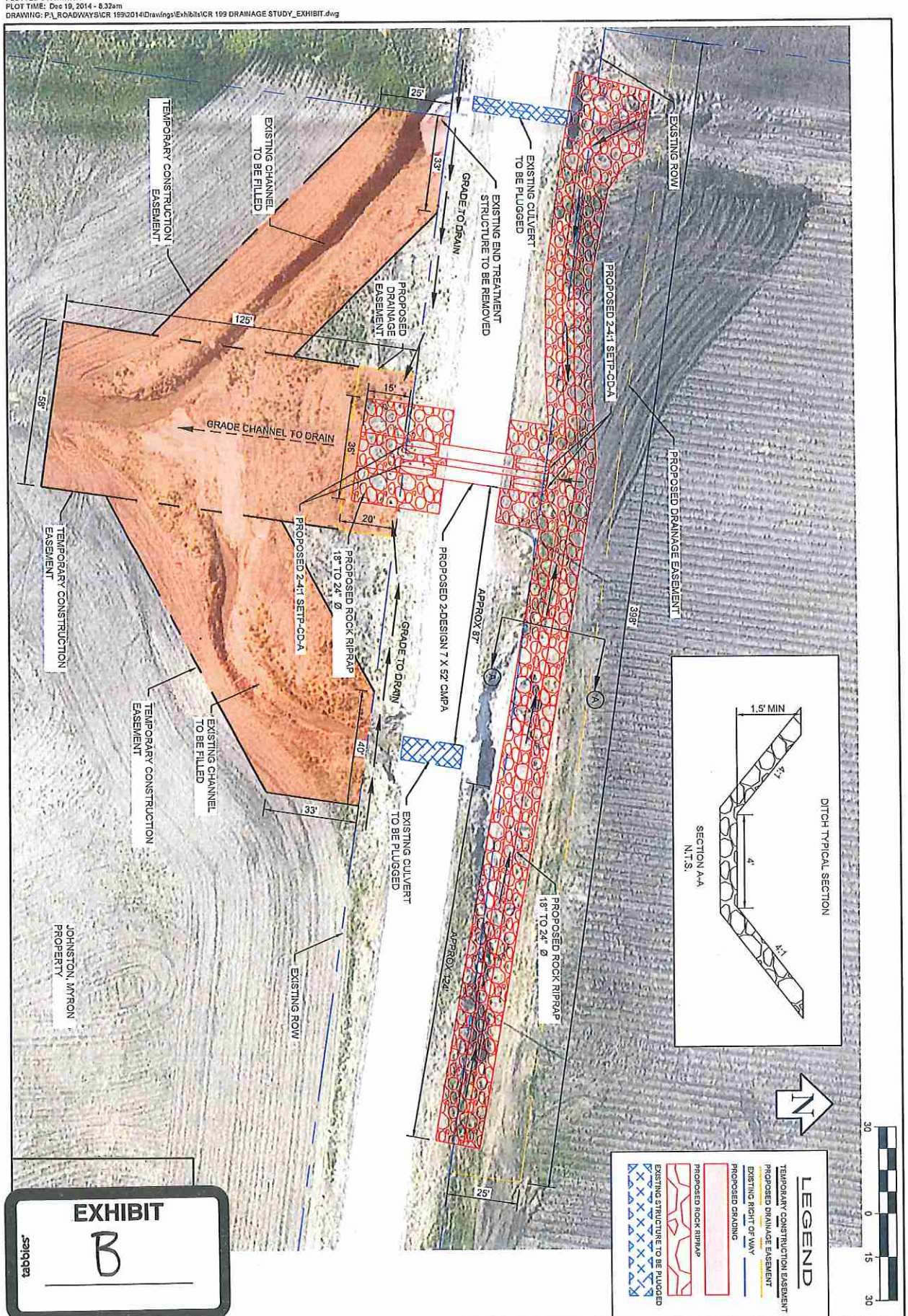


EXHIBIT
B

tabbies

PROJECT:	CR 199
DATE:	06/18/14
DESIGNED:	KGM
CAD DWG:	KGM
REVIEWED:	KGK

SHEET 1 OF 1

WILLIAMSON COUNTY 1848

CR 199 ROW EXHIBIT

JOHNSTON PROPERTY

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE
3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

NO	DESCRIPTION	BY	DATE

GRANTEE:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis
County Judge

Acknowledgment

THE STATE OF TEXAS §

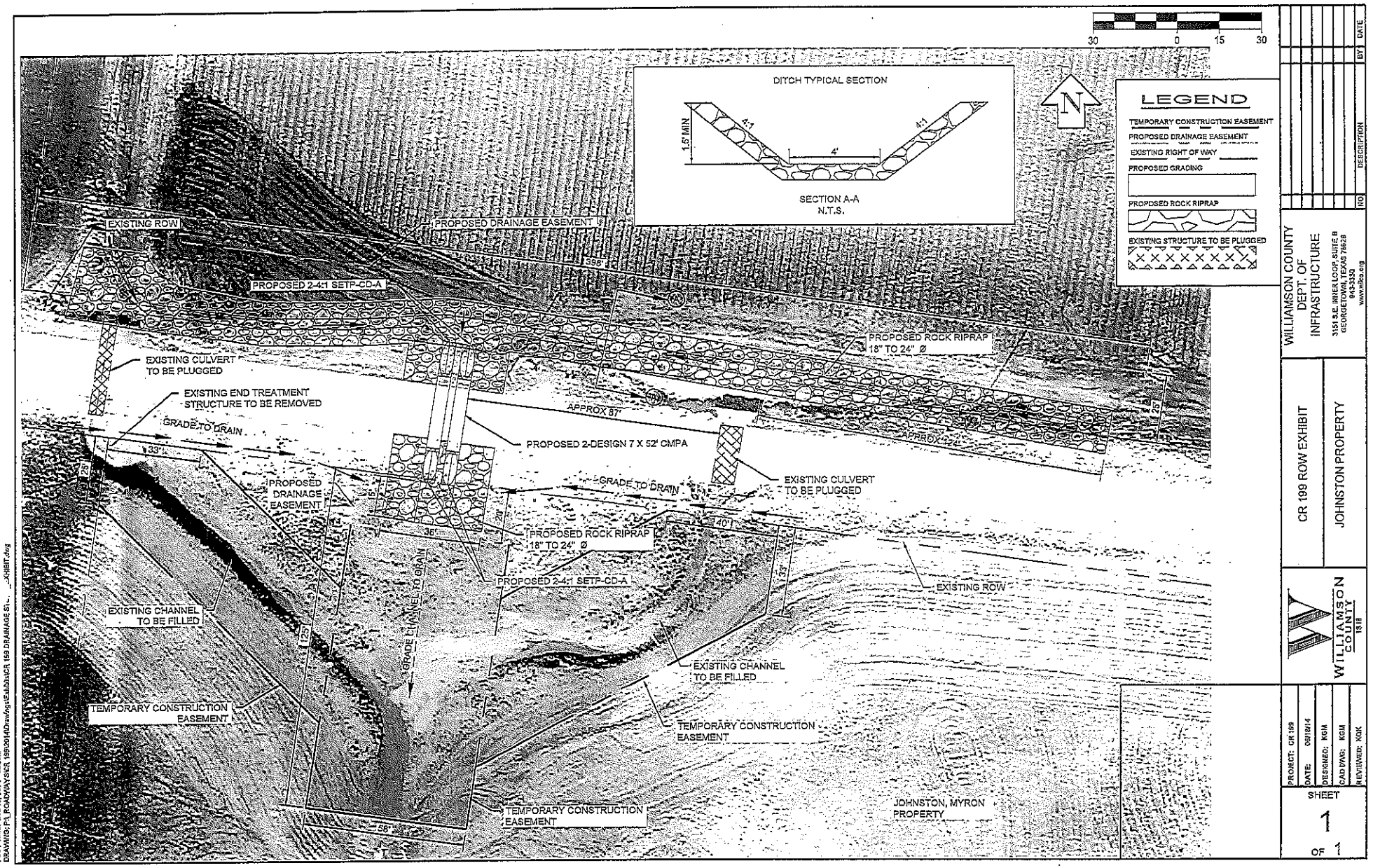
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 201___, by County Judge Dan A. Gattis, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public Signature

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

AFTER RECORDING RETURN TO:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664



WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE
3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
512-943-1570
www.wilco.org

CR 199 ROW EXHIBIT

JOHNSTON PROPERTY

WILLIAMSON COUNTY 1848

NO	DESCRIPTION	BY	DATE

PROJECT: CR 199
DATE: 08/18/14
DESIGNED: KGM
CAD DWG: KGM
REVIEWED: KGK

SHEET 1 OF 1

SHEET TAB: JOHNSTON PROPERTY
PLOTTED BY: kgmartin
PLOT TIME: Dec 19, 2014 - 8:32am
DRAWING: P:_ROADWAYS\CR 199\201\4\Dwg\sgd\Exhibits\CR 199 DRAINAGE 01-..._XHIBIT.dwg

Commissioners Court - Regular Session **25.**

Meeting Date: 12/01/2015

CR 199 Letter Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a Letter Agreement with Rebecca Borgne, Roxana Teichelman and Tim Teichelman for a Drainage Easement needed on CR 199.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Teichelman- CR 199 Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 10:12 AM
Form Started By: Charlie Crossfield		Started On: 11/23/2015 10:04 AM
Final Approval Date: 11/23/2015		

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

September 14, 2015

Rebecca Borgne
Roxana Teichelman
Tim Teichelman
3450 County Road 417
Taylor, TX 76575

Re: Williamson County
Drainage Easement/Improvements – CR 199

Dear All:

Please allow this letter to set out my understanding of your agreement to grant Williamson County a drainage easement on your property, in exchange for the County's construction of the improvements set forth in my letter of August 18, 2015, a copy of which is attached. The drainage easement will measure approximately 0.23 acre, as shown on the attached drawing.

Because this is a voluntary improvement project, it is also dependent on the cooperation of the property owner(s) on the south side of CR 199. If they do not agree to an easement and improvements on their property, the easement and improvements on your property will not move forward.

If this meets with your understanding please execute this letter where indicated and return it to me. Upon receiving your signatures and the agreement of the aforementioned property owner(s) to the south, the County will proceed with obtaining a survey of the easement in order to finalize the form of the easement. A draft of the easement without the survey and legal description is attached.

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

Very truly yours,

Brian J. Knowles
Sheets & Crossfield, P.C.

enclosures

AGREED:

OWNERS

Rebecca Borgne

Rebecca Borgne
Date: 10-12-15

Roxana Teichelman

Roxana Teichelman
Date: 10-12-15

Timothy D. Teichelman

Tim Teichelman
Date: 10-12-15

WILLIAMSON COUNTY

_____
Dan A. Gattis, County Judge

Date:_____

Commissioners Court - Regular Session **26.**

Meeting Date: 12/01/2015

CR 110 South- Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.541acres) required for the construction of CR 110 South, and take appropriate action. (Parker/Parcel 22)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Parker Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 11:09 AM
Form Started By: Charlie Crossfield		Started On: 11/23/2015 10:42 AM
Final Approval Date: 11/23/2015		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.541 acre (Parcel 22), described by metes and bounds in Exhibit "A" and owned by **KAREN LEA PARKER, MICHAEL PARKER and JANICE M. PARKER,** for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of County Road 110 South ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2015.

_____
Dan A. Gattis
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel No.: 22S
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 22S

DESCRIPTION OF A 0.541 ACRE (23,554 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 1.54 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO KAREN LEA PARKER AND MICHAEL AND JANICE M. PARKER AND RECORDED IN DOCUMENT NO. 2008053457 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.541 ACRE (23,554 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a concrete monument found 301.30 feet left of Engineer's Centerline Station (E.C.S.) 177+61.24, said point being the southwest corner of said 1.54 acre tract, same being on the north line of a called 3.0 acre tract of land, as described in a deed to Leroy Starnes and recorded in Volume 946, Page 211 and 214 of the Deed Records of Williamson County, Texas (D.R.W.C.TX.);

THENCE N 87°12'19" E, with the common line of said 1.54 acre tract and said 3.0 acre tract, a distance of 249.84 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 176+54.85, same being on the proposed west right-of-way line of County Road (CR) 110, for the **POINT OF BEGINNING** (Grid = N: 10176128.04, E: 3156198.18) of the parcel described herein;

THENCE, over and across said 1.54 acre tract, with the proposed west right-of-way line of CR 110, the following two (2) courses and distances numbered 1 and 2:

1) Being a curve to the left, having a radius of 1,132.00 feet, an arc distance of 223.83 feet, through a central angle of 11°19'44", and a chord that bears N 27°01'50" W, a distance of 223.83 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 178+92.13, and

2) N 32°41'42" W, a distance of 6.85 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 178+98.98, same being on the existing south right-of-way line of CR 122 a variable width right-of-way (no record information found), same being the north line of said 1.54 acre tract;

3) **THENCE** N 87°57'17" E, with the existing south right-of-way line of said CR 122, same being the north line of said 1.54 acre tract, a distance of 120.80 feet to a 1/4-inch iron rod found 37.14 feet right of E.C.S. 178+39.02, same being on the existing west right-of-way line of CR 110, a variable width right-of-way (no record information found), said point being the northeast corner of said 1.54 acre tract;

THENCE, with the existing west right-of-way line of said CR 110, same being the east line of said 1.54 acre tract, the following three (3) courses and distances numbered 4 through 6:

4) S 34°41'03" E, a distance of 78.50 feet to a 1/4-inch iron rod found 45.79 feet right of E.C.S. 177+63.59,

5) S 14°30'33" E, a distance of 108.86 feet to a 1/4-inch iron rod found 27.69 feet right of E.C.S. 176+59.40, and

6) S 02°22'56" E, a distance of 34.89 feet to a 1/4-inch iron rod found 16.67 feet right of E.C.S. 176+26.90, said point being the southeast corner of said 1.54 acre tract, same being the northeast corner of said 3.0 acre tract;

7) **THENCE** S 87°12'19" W, with the common line of said 1.54 acre tract and said 3.0 acre tract, a distance of 75.73 feet to the **POINT OF BEGINNING**, and containing 0.541 acre (23,554 sq. ft.) of land, more or less.

*Area calculated by SAM, LLC.

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

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120

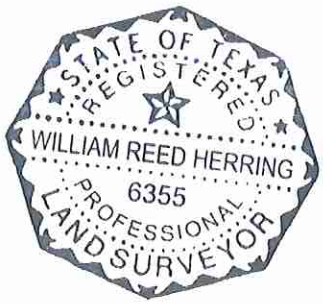
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 20th day of October, 2015.

SURVEYING AND MAPPING, Inc.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas



LEGEND

■	CONCRETE MONUMENT FOUND
⊡	TYPE II CONCRETE MONUMENT FOUND
⊙	1/2" PIPE FOUND UNLESS NOTED
◎	1/2" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY ROW"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST FOUND UNLESS NOTED
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—∿—	DISTANCE NOT TO SCALE
—/—	DEED LINE (COMMON OWNERSHIP)

R. MCNUTT SURVEY, ABSTRACT 422

P.O.C.
177+61.24
301.30'LT

LEROY STARNES
CALLED TOTAL 3.0 ACRES
VOL. 946, PG. 211 & 214
D.R.W.C.TX.

KAREN LEA PARKER AND
MICHAEL & JANICE M PARKER
CALLED 1.54 ACRES
DOC. NO. 2008053457
O.P.R.W.C.TX.

COUNTY ROAD 122
VARIABLE WIDTH ROW
(NO RECORD
INFORMATION FOUND)

EXISTING ROW LINE

SEE DETAIL "A"

249.84'
N87°12'19"E
(S89°28'33"W)
(338.81')

P.O.B.
176+54.85
68.00'LT
GRID COORDINATES:
N: 10176128.04
E: 3156198.18

PROPOSED ROW LINE

C1

22S

120.80'
N87°57'17"E
(S89°27'32"E)
(273.91')

ENGINEER'S CENTERLINE

ENGINEER'S CENTERLINE
CURVE DATA
P.I. Sta 175+82.12
N 10,177,310.58
E 3,156,695.07
Δ = 30°19'55" (LT)
D = 04°46'29"
T = 325.27'
L = 635.27'
R = 1,200.00'
P.C. Sta 172+56.86
P.T. Sta 178+92.12

(L4) S87°12'19"W 88.97'

177+00

(L2) S14°30'33"E 108.86'

(L1) S34°41'03"E 78.50'

1/4" IRF
176+26.90
16.67'RT

(L3)

L1

1/4" IRF
176+59.40
27.69'RT

EXISTING ROW LINE

1/4" IRF
177+63.59
45.79'RT

1/4" IRF
178+39.02
37.14'RT

COUNTY ROAD 110
VARIABLE WIDTH ROW
(NO RECORD INFORMATION FOUND)

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

N

TIME:1:51:18 PM
DATE:10/20/2015
FILE:J:\1014035067\100\Survey\06Plats\Parcel 22S.dgn

REF. FIELD NOTE NO. 18021

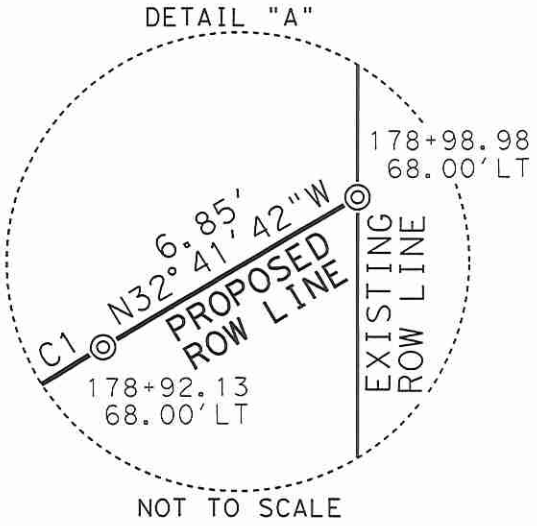
EXISTING	1.54 AC.	ACQUIRE	0.541 AC.	REMAINING	1.00 AC. LEFT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
KAREN LEA PARKER AND
MICHAEL & JANICE PARKER
PARCEL 22S
0.541 AC. (23,554 SQ. FT.)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S02°22'56"E	34.89'
(L1)	(S32°24'24"E)	(78.59')
(L2)	(S12°10'06"E)	(108.84')
(L3)	(S00°03'56"E)	(34.86')
(L4)	(S89°28'33"W)	(338.81')



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	11°19'44" (LT)	1,132.00'	223.83'	223.46'	N27°01'50"W

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANNENBAUM SCHEMATIC RECEIVED BY SAM, LLC. IN FEBRUARY, 2015.

* AREA CALCULATED BY SAM, LLC.



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

WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

10/20/2015
DATE

TIME:1:51:32 PM
DATE:10/20/2015
FILE:J:\1014035067\100\Survey\06Plats\Parcel 22S.dgn

REF. FIELD NOTE NO. 18021

EXISTING	1.54 AC.	ACQUIRE	0.541 AC.	REMAINING	1.00 AC. LEFT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
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(512) 447-0575
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Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
KAREN LEA PARKER AND
MICHAEL & JANICE PARKER
PARCEL 22S
0.541 AC. (23,554 SQ. FT.)

Commissioners Court - Regular Session **27.**

Meeting Date: 12/01/2015

CR 110 South- Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a Real Estate Contract with Journey of Faith United Methodist Church for ROW needed on CR 110 South. (PARCEL 32S)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Journey Real Estate Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 10:12 AM
Form Started By: Charlie Crossfield		Started On: 11/23/2015 10:06 AM
Final Approval Date: 11/23/2015		

REAL ESTATE CONTRACT
CR 110 Right of Way—Parcel 32S

THIS REAL ESTATE CONTRACT ("Contract") is made by JOURNEY OF FAITH UNITED METHODIST CHURCH, an unincorporated religious association acting by and through its Board of Trustees pursuant to "The Book of Discipline" of the United Methodist Church (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.435 acre (approximately 18,951 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 32S**)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage or cost of cure for the remaining property of Seller, shall be the sum of FIFTY SIX THOUSAND SIXTY and 00/100 Dollars ($56,060.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before December 31, 2015, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

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

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

JOURNEY OF FAITH UNITED METHODIST CHURCH,
an unincorporated religious association acting by and through its
Board of Trustees pursuant to "The Book of Discipline" of the
United Methodist Church

By: Gleada Whitehead

Its: PASTOR

Date: 11-19-15

Address: PO Box 1343
Round Rock, Tx 78680

SELLER:

JOURNEY OF FAITH UNITED METHODIST CHURCH,
an unincorporated religious association acting by and through its
Board of Trustees pursuant to "The Book of Discipline" of the
United Methodist Church

By: Randy Peters Address: _____

Its: CHAIR OF TRUSTEES _____

Date: 11-19-2015

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 32S
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 32S

DESCRIPTION OF A 0.435 ACRE (18,951 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 3.81 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO COMMISSION ON CHURCH GROWTH AND DEVELOPMENT, AND RECORDED IN DOCUMENT NO. 2008059106 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.435 ACRE (18,951 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 475.09 feet right of Engineer's Centerline Station (E.C.S.) 191+39.67, said point being the southeast corner of said 3.81 acre tract, same being the northeast corner of a called 3.994 acre tract of land, as described in a deed to Kevin J. and Susan Langston and recorded in Volume 2422, Page 937 of the Deed Records of Williamson County, Texas (D.R.W.C.TX.);

THENCE S 87°36'45" W, with the common line of said 3.81 acre tract and said 3.994 acre tract, a distance of 465.88 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 73.00 feet right of E.C.S. 193+74.70, same being on the proposed east right-of-way line of County Road (CR) 110, for the **POINT OF BEGINNING** (Grid = N:10177650.10, E:3155401.32) of the parcel described herein;

1) **THENCE** S 87°36'45" W, continuing with the said common line, a distance of 70.90 feet to a 1/2-inch iron rod found 11.79 feet right of E.C.S. 194+10.48, said point being the southwest corner of said 3.81 acre tract, same being the northwest corner of said 3.994 acre tract, same being on the existing east right-of-way of CR 110, a variable width right-of-way (no record information found);

2) **THENCE** N 32°26'17" W, with the existing east right-of-way line of said CR 110, same being the west line of said 3.81 acre tract, a distance of 312.39 feet to a 1/2-inch iron rod found 13.19 feet right of E.C.S. 197+22.86, said point being the northwest corner of said 3.81 acre tract, same being the southwest corner of a called 6.734 acre tract of land as described in a deed to Diala A. and Edward L. Wolski, Jr. and recorded in Volume 2246, Page 267, D.R.W.C.TX.;

3) **THENCE** N 87°37'06" E, with the common line of said 3.81 acre tract and said 6.734 acre tract, a distance of 69.28 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 73.00 feet right of E.C.S. 196+87.90, said point being on the proposed east right-of-way line of CR 110;

4) **THENCE** S 32°41'42" E, over and across said 3.81 acre tract, with the proposed east right-of-way line of CR 110, a distance of 313.19 feet to the **POINT OF BEGINNING**, and containing 0.435 acre (18,951 sq. ft.) of land, more or less.

*Area calculated by SAM, LLC.

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

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120. All coordinates shown hereon are in grid and can be converted to surface by multiplying by the same factor.

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

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 20th day of October, 2015.

SURVEYING AND MAPPING, Inc.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas

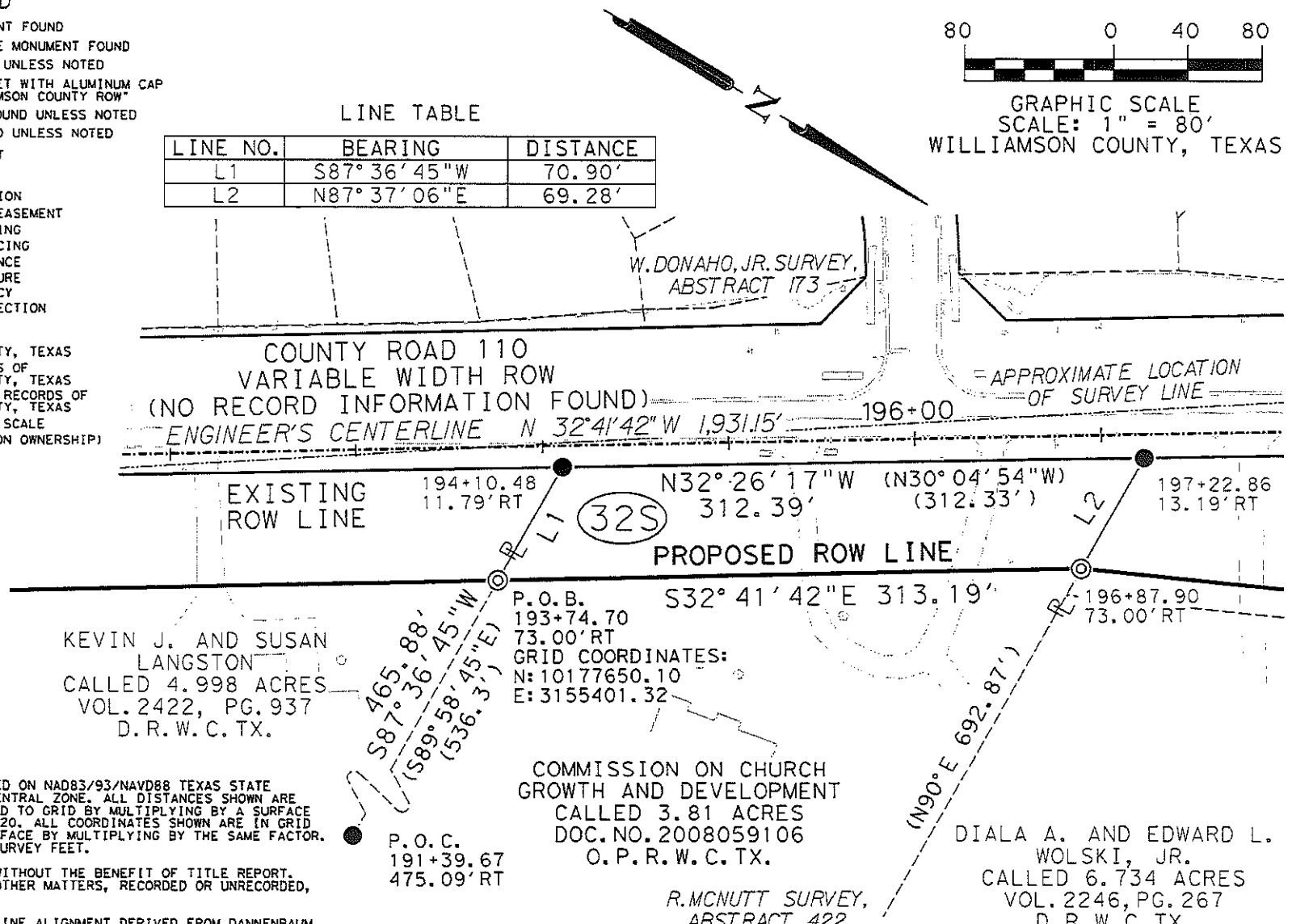


LEGEND

■	CONCRETE MONUMENT FOUND
⊡	TYPE II CONCRETE MONUMENT FOUND
⊙	1/2" PIPE FOUND UNLESS NOTED
◎	1/2" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY ROW"
●	1/2" IRON ROD FOUND UNLESS NOTED
○	FENCE POST FOUND UNLESS NOTED
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—∿—	DISTANCE NOT TO SCALE
—/—	DEED LINE (COMMON OWNERSHIP)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S87°36'45"W	70.90'
L2	N87°37'06"E	69.28'



STATE OF TEXAS
REGISTERED
WILLIAM REED HERRING
6355
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANNENBAUM SCHEMATIC RECEIVED BY SAM, LLC. IN FEBRUARY, 2015.

* AREA CALCULATED BY SAM, LLC.

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

WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

10/20/2015
DATE

TIME: 1:57:59 PM
DATE: 10/20/2015
FILE: J:\1014035067\100\Survey\06Plats\Parcel 32S.dgn

REF. FIELD NOTE NO. 18035

EXISTING	3.81 AC.	ACQUIRE	0.435 AC.	REMAINING	3.38 AC. RIGHT

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
COMMISSION ON CHURCH GROWTH
& DEVELOPMENT
PARCEL 32S
0.435 AC. (18,951 SQ. FT.)

EXHIBIT "B"

Parcel 32S

DEED
County Road 110 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That JOURNEY OF FAITH UNITED METHODIST CHURCH, an unincorporated religious association acting by and through its Board of Trustees pursuant to "The Book of Discipline" of the United Methodist Church, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.435 acre (approximately 18,951 Sq. Ft.) in the R. McNutt Survey, Abstract No. 422, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 32S**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 110, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2015.

[signature pages follow]

GRANTOR:

JOURNEY OF FAITH UNITED METHODIST CHURCH,
an unincorporated religious association acting by and through its
Board of Trustees pursuant to "The Book of Discipline" of the
United Methodist Church

By:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2015 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **28.**

Meeting Date: 12/01/2015

Water Quality/Detention Pond Dedication

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

s) Discuss accepting the donation of a Water Quality/Detention Pond on Avery Ranch Blvd. and take appropriate action.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dedication Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 11:09 AM
Form Started By: Charlie Crossfield		Started On: 11/23/2015 10:10 AM
Final Approval Date: 11/23/2015		

WATER QUALITY/DETENTION POND DEDICATION DEED

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

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

THAT England Ranch NE Limited Partnership, a Texas Limited Partnership, hereinafter referred to as Grantor (whether one or more), the undersigned, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by WILLIAMSON COUNTY, a political subdivision of the State of Texas ("Grantee"), has DEDICATED, GRANTED, SOLD and CONVEYED, and by these presents does DEDICATE, GRANT, SELL and CONVEY, unto Grantee, the real property situated in Williamson County, Texas, which is described in Exhibit "A", attached hereto and incorporated herein by reference for all purposes ("Property"), and all tenements, hereditaments, rights, privileges, interests, easements and appurtenances belonging or in anywise pertaining to the Property.

TO HAVE AND TO HOLD the above-described premises, unto Grantee, its legal representatives, successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the above-described premises unto Grantee, its legal representatives, successors and assigns, against every person or entity whomsoever lawfully claiming or to claim the same or any part thereof.

If Grantee ever ceases to use the Property as a water quality/detention pond, then the Property conveyed herein shall revert and vest in Grantor, their heirs, successors, or assigns, voiding this

conveyance and entitling Grantor to possession of that portion of the Property without further action.

IN WITNESS WHEREOF, this Dedication Deed is executed on the 18 day of NOVEMBER, 2015.

GRANTOR:

By: England Ranch Management LLC
(a Texas limited liability company)
Its General Partner

By: _____
Name: Joe F. England
Title: Co-Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on November 18, 2015, by JOE F ENGLAND of WILLIAMSON COUNTY TX., in the capacity and on behalf of said corporation, and for the purposes and consideration recited herein.

IRIS CASTRO DOWNEY
NOTARY PUBLIC
State of Texas
Comm. Exp. 03-27-2019

_____
Notary Public, State of Texas
My commission expires: 3/27/2019

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

Exhibit " "
Page 1 of 2
9/23/2009

EXHIBIT "A"

Drainage Easement
1.758 Acres of Land
Williamson County, Texas

DESCRIPTION

BEING 1.758 ACRES OF LAND SITUATED IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 552, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF A 390.22 ACRE TRACT OF LAND DESCRIBED IN PARTITION DEED RECORDED IN VOLUME 637, PAGE 535 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMENCING at a 1/2 inch iron rod with plastic cap stamped "Landesign" found on the south right-of-way of Avery Ranch Blvd. (120' R.O.W.), the south line of that certain tract of land conveyed to Williamson County, Texas, by deed recorded in Document No. 2000055510 of the Official Public Records of Williamson County, Texas, and for the northeast corner of that certain tract of land conveyed in a deed to Pearson Place at Avery Ranch, Ltd. of record in Document No. 2008069213 of the Official Public Records of Williamson County, Texas, from which a 1/2 inch iron rod found for the northwest corner of said Pearson Place at Avery Ranch, Ltd. (Document No. 2008069213) and for the northeast corner of that certain tract of land conveyed in a deed to Pearson Place at Avery Ranch, Ltd. of record in Document No. 2008067179 of the Official Public Records of Williamson County, Texas, bears S68°15'59"W a distance of 16.85 feet;

THENCE with the south line of said Avery Ranch Blvd., N68°15'59"E a distance of 1446.31 feet to a point, from which a 1/2 inch iron rod set with cap stamped "Cunningham-Allen, Inc." bears N68°15'59"E a distance of 619.89 feet;

THENCE over and across said 390.22 acre tract, S21°44'01"E a distance of 20.00 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing over and across said 390.22 acre tract and 20.00 feet south of and parallel with the right-of way line of said Avery Ranch Blvd. the following two (2) courses and distances:

1. N68°15'59"E a distance of 619.89 feet to a point at the beginning of a curve to the left;
2. With said curve to the left having a radius of 1280.00 feet, an arc length of 248.66 feet, a delta angle of 11°07'51", and a chord which bears N62°42'04"E a distance of 248.27 feet to a point;

THENCE continuing over and across said 390.22 acre tract, the following five (5) courses and distances:

1. S01°31'51"W a distance of 220.51 feet to a point;
2. S68°15'59"W a distance of 342.85 feet to a point;
3. N21°44'01"W a distance of 163.50 feet to a point;
4. S68°15'59"W a distance of 449.50 feet to a point at the beginning of a non-tangential curve

EXHIBIT "A"

to the right;

5 With said curve to the right having a radius of 75.00 feet, an arc length of 19.55 feet, a delta angle of 14°56'08", and a chord which bears N17°57'55"E a distance of 19.50 feet to the **POINT OF BEGINNING** of the herein described tract, containing 1.758 acres of land, more or less, within these metes and bounds.

Bearing Reference: Grid North, Texas Coordinate System of 1983 Central Zone (CORS96).

Distances shown hereon are surface using a combined scale factor of 0.999810 (grid = surface x scale factor)

Subject tract shown hereon is an easement. No monumentation set for corners.

Reference is herein made to the sketch accompanying this metes and bounds description.

I hereby certify that this description was prepared from the results of a survey made on the ground under my supervision.

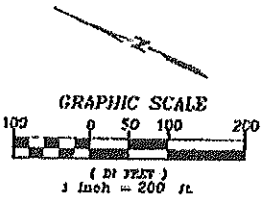
CUNNINGHAM-ALLEN, INC.

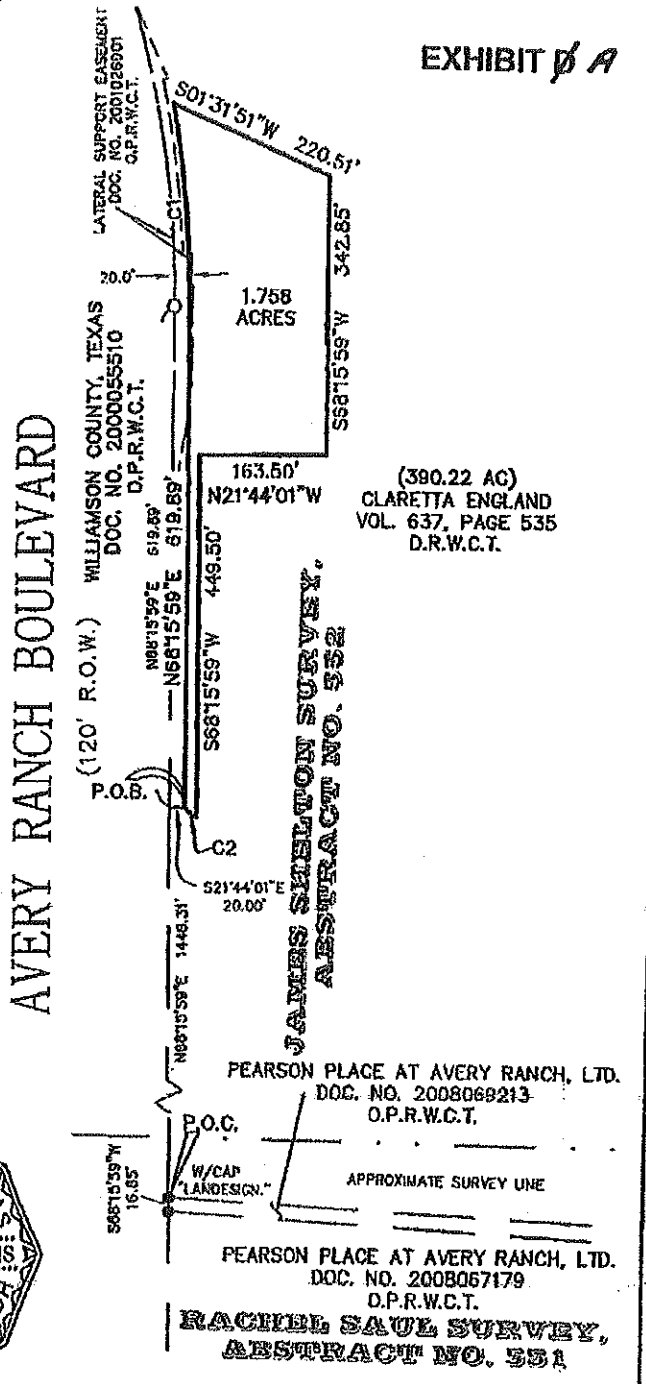
Tommy P. Watkins
Registered Professional Land Surveyor No. 4549
State of Texas
Date: 9/25/2009

SKETCH TO ACCOMPANY DESCRIPTION

DRAINAGE EASEMENT
SHEET 1 OF 1

EXHIBIT "A"





REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.

SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. NO MONUMENTATION SET FOR CORNERS.

BEARING REFERENCE: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (CORS96).

DISTANCES SHOWN HEREON ARE SURFACE USING A COMBINED SCALE FACTOR OF 0.999810 (GRID = SURFACE X SCALE FACTOR)

LEGEND

○	½" IRON ROD SET WITH CAP STAMPED "CUNNINGHAM–ALLEN, INC."
●	½" IRON ROD FOUND (UNLESS STATED)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

SURVEYED BY:

TOMMY P. WATKINS
REG. PROF. LAND SURVEYOR
NO. 4549
DATE: 9/22/2009

STATE OF TEXAS
REGISTERED
TOMMY P. WATKINS
4549
PROFESSIONAL
LAND SURVEYOR

3103 Bee Cave Road, Suite 202
Austin, Texas 78746-6819
Cunningham | Allen
Engineers • Surveyors
Tel.: (512) 327-2946
Fax: (512) 327-2973

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	1280.00'	248.66'	11°07'51"	N62°42'04"E	248.27'
C2	75.00'	19.55'	14°56'08"	N17°57'55"E	19.50'

S:\0575001_Drawings\0575001_ easement_15' STORM along avery ranch blvd.dwg 9/22/2009 15:12 PM CDT

CLIENT: –
DATE: –09–21–2009 REV: –
OFFICE: –ded
F.B.: –
PROJ #: –0575001
FILE NAME: –15' storm

COPYRIGHT 2009 CUNNINGHAM–ALLEN, INC.

Commissioners Court - Regular Session **29.**

Meeting Date: 12/01/2015

Dedication Deed

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss accepting a Dedication Deed from James W. Wade, Jack L. Wade, Janice L. Babbitt and Patricia Ann Wade Gutierrez for Busby Lane Right of Way.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WADE- Dedication Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 11:09 AM
Form Started By: Charlie Crossfield		Started On: 11/23/2015 10:16 AM
Final Approval Date: 11/23/2015		

DEDICATION DEED

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

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

THAT **JAMES W. WADE, JACK L. WADE, JANICE L. BABBITT, AND PATRICIA ANN WADE GUTIERREZ**, hereinafter referred to as Grantor (whether one or more), the undersigned, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by **WILLIAMSON COUNTY, TEXAS**, a political subdivision organized and existing under the laws of the State of Texas ("Grantee"), has DEDICATED, GRANTED, SOLD and CONVEYED, and by these presents does DEDICATE, GRANT, SELL and CONVEY, unto Grantee, the real property situated in Williamson County, Texas, which is not the homestead of Grantor, and which is described as follows:

A 0.848 ACRE TRACT OF LAND LOCATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556, WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE CALLED 118.188 ACRE TRACT OF LAND CONVEYED TO JAMES W. WADE, DESCRIBED IN VOLUME 430, PAGE 100, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF THE CALLED 10 ACRE TRACT OF LAND CONVEYED TO WELDON WADE, DESCRIBED IN VOLUME 496, PAGE 111, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING PART OF THE TRACT OF LAND CONVEYED TO JAMES W. WADE AND WIFE, CHRISTA WADE, DESCRIBED IN VOLUME 430, PAGE 108, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.848 TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD the above-described premises, unto Grantee, its legal representatives, successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the above-described premises unto Grantee, its legal representatives, successors and assigns, against every person or entity whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise.

IN WITNESS WHEREOF, this Dedication Deed is executed on the _____ day of _____, 2015.

GRANTOR:

_____
James W. Wade

GRANTOR:

_____
Jack L. Wade

GRANTOR:

_____
Janice L. Babbitt

GRANTOR:

_____
Patricia Ann Wade Gutierrez

(ACKNOWLEDGMENTS ON FOLLOWING PAGES)

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 2015, by James W. Wade, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
My commission expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 2015, by Jack L. Wade, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
My commission expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 2015, by Janice L. Babbitt, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
My commission expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 2015, by Patricia Ann Wade Gutierrez, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
My commission expires: _____

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

METES AND BOUNDS DESCRIPTION

FOR A 0.848 ACRE TRACT OF LAND LOCATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556, WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE CALLED 118.188 ACRE TRACT OF LAND CONVEYED TO JAMES W. WADE, DESCRIBED IN VOLUME 430, PAGE 110, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF THE CALLED 10 ACRE TRACT OF LAND CONVEYED TO WELDON WADE, DESCRIBED IN VOLUME 496, PAGE 111, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING A PART OF THE TRACT OF LAND CONVEYED TO JAMES W. WADE AND WIFE, CHRISTA WADE, DESCRIBED IN VOLUME 430, PAGE 108, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.848 ACRE TRACT OF LAND SURVEYED ON THE GROUND BY DIAMOND SURVEYING, INC. DURING THE MONTH OF JUNE, 2015 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a concrete monument found on an angle point in the northerly boundary line of said 118.188-acre Wade tract, same being on an angle point in the south boundary line of a tract of land conveyed to James H. Mills, described in Volume 956, Page 207, Deed Records of Williamson County, Texas, same being on the northwest corner of a called 9.644 acre tract of land conveyed to James H. Mills, described in Volume 1315, Page 740, Official Records of Williamson County, Texas, monumenting the northeast corner and **POINT OF BEGINNING** hereof;

THENCE **S29°28'34"E**, with the common boundary line of said 9.644-acre Mills tract, and said 118.188-acre Wade tract, for a distance of **13.35 feet**, to a 1/2" iron rod set with cap marked "Diamond Surveying", for the southeast corner hereof, and from which a 1/2" iron rod found with cap marked "FOREST" on an angle point in the west boundary line of said 9.644-acre Mills tract bears S29°28'34"E, a distance of 699.10 feet;

THENCE **S68°35'43"W**, through the interior of said 118.188-acre Wade tract, for a distance of **264.24 feet**, to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point hereof;

THENCE **S68°23'15"W**, continuing through the interior of said 118.188-acre Wade tract, for a distance of **440.28 feet**, to a 1/2" iron rod set with cap marked "Diamond Surveying" on a point in the common boundary line of said 10-acre Wade tract and said 118.188-acre Wade tract, for an angle point hereof;

THENCE **S68°27'54"W**, through the interior of said 10-acre Wade tract, for a distance of **932.47 feet**, to a 1/2" iron rod set with cap marked "Diamond Surveying" on a point in the common boundary line of said James W. Wade and wife, Christa Wade tract, described in Volume 430, Page 108, and said 10-acre Wade tract, for an angle point hereof;

THENCE **S68°28'58"W**, through the interior of said James W. Wade and wife Christa Wade tract, described in Volume 430, Page 108, for a distance of **976.25 feet**, to a 1/2" iron rod found with cap marked "WILLIAMSON CNTY" on a point in the easterly boundary line of a called 1.298-acre tract of land conveyed to Williamson County, described in Document Number 2004042635, Official Public Records of Williamson County, Texas, for the southwest corner hereof;

THENCE **N21°22'04"W**, with the common boundary line of said James W. Wade and wife, Christa Wade tract, described in Volume 430, Page 108 and said 1.298-acre Williamson County tract, a distance of **16.51 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on a point in the northerly boundary line of said James W. Wade and wife, Christa Wade tract, described in Volume 430, Page 108, same being on a point in the southerly boundary line of said James H. Mills tract, described in Volume 956, Page 207, same being on the northeast corner of said 1.298-acre tract, for the northwest corner hereof;

THENCE **N68°41'55"E**, with the common boundary line of said James W. Wade and wife, Christa Wade tract, described in Volume 430, Page 108, and said Mills tract described in Volume 956, Page 207, a distance of **976.21 feet** to a 1/2" iron rod found on an angle point in the northerly boundary line of said James W. Wade and wife, Christa Wade tract, described in Volume 430, Page 108, same being on the northwest corner of said 10-acre Wade tract, for an angle point hereof;

THENCE **N68°20'11"E**, with the common boundary line of said 10-acre Wade tract, and said Mills tract described in Volume 956, Page 207, a distance of **932.48 feet** to a concrete monument found on the northeast corner of said 10-acre Wade tract, same being on the northwest corner of said 118.188-acre Wade tract, for an angle point hereof;

THENCE, **N68°36'15"E**, with the common boundary line of said 118.188-acre Wade tract, and said Mills tract described in Volume 956, Page for a distance of **702.67 feet** to the **POINT OF BEGINNING** hereof and containing 0.848 acre of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.

A survey drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

September 3, 2015

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



EXHIBIT A
3 OF 3

SURVEY DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.848 ACRE TRACT OF LAND LOCATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556, WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE CALLED 118.188 ACRE TRACT OF LAND CONVEYED TO JAMES W. WADE, DESCRIBED IN VOLUME 430, PAGE 110, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF THE CALLED 10 ACRE TRACT OF LAND CONVEYED TO WELDON WADE, DESCRIBED IN VOLUME 496, PAGE 111, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING A PART OF THE TRACT OF LAND CONVEYED TO JAMES W. WADE AND WIFE, CHRISTA WADE, DESCRIBED IN VOLUME 430, PAGE 108, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS

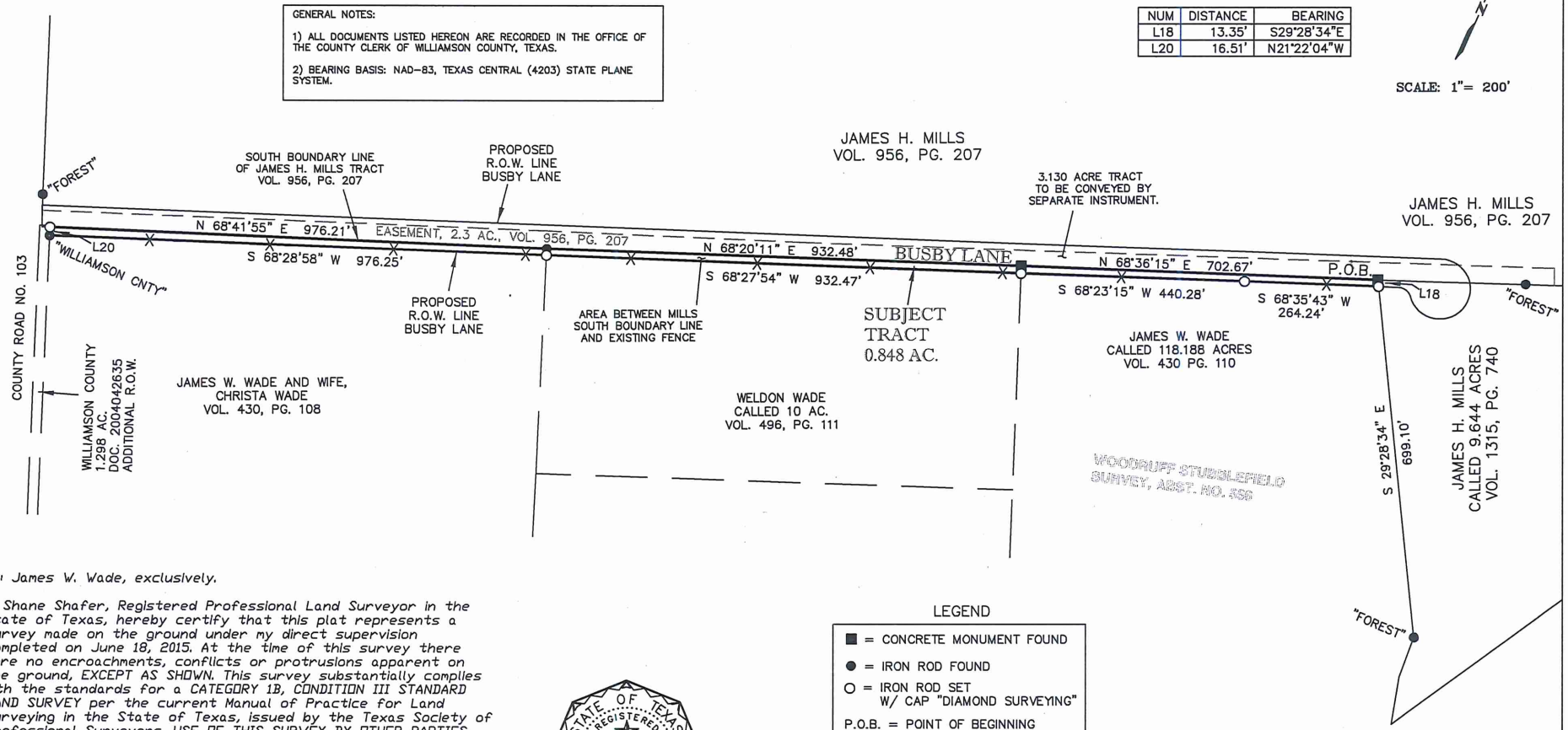
GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM.

NUM	DISTANCE	BEARING
L18	13.35'	S29°28'34"E
L20	16.51'	N21°22'04"W

SCALE: 1"= 200'



To: James W. Wade, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision completed on June 18, 2015. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1B, CONDITION III STANDARD LAND SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

SEPTEMBER 3, 2015

SHANE SHAFER, R.P.L.S. NO. 5281 — DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

LEGEND

- ■ = CONCRETE MONUMENT FOUND
- ● = IRON ROD FOUND
- ○ = IRON ROD SET W/ CAP "DIAMOND SURVEYING"
- P.O.B. = POINT OF BEGINNING
- —X— = WIRE FENCE

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
512-931-3100

Commissioners Court - Regular Session **30.**

Meeting Date: 12/01/2015

Admendment to Agreement with Jackson & Ryan Architectects for the expansion of the WCRAS

Submitted For: Cheryl Schneider **Submitted By:** Cheryl Schneider, Animal Services

Department: Animal Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Amendment No. 1 to Agreement for Architectural and Engineering Services between Williamson County, Texas and Jackson & Ryan Architects, Inc. for Additional Services to be performed in relation to the development of a construction phasing plan for the reconstruction and expansion of the Williamson County Regional Animal Shelter.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement with Jackson & Ryan

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/16/2015 01:57 PM
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:03 AM
Form Started By: Cheryl Schneider		Started On: 11/13/2015 10:41 AM
Final Approval Date: 11/23/2015		

AMENDMENT NO. 1
TO
AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

RECITALS

THIS AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, ("County") and Jackson & Ryan Architects, Inc., a Texas corporation ("A/E") and becomes effective upon the date of the last party's execution below.

WHEREAS, the County and the A/E executed an Agreement for Architectural and Engineering Services to be effective as of August 18, 2014 ("Agreement");

WHEREAS, in accordance with the terms of the Agreement, the A/E agreed to provide programming and schematic design services as a part of Phase I professional engineering and architectural services in relation to the reconstruction and expansion of the Williamson County Regional Animal Shelter, which is located at 1855 SE Inner Loop, Georgetown, Texas 78626 ("Project");

WHEREAS, A/E has completed the Phase I programming and schematic design services described in Exhibit "A" of the Agreement;

WHEREAS, for budget planning purposes in relation to the future build-out of the Project, the County has requested that A/E provide Additional Services, which generally consists of developing a construction phasing plan based on the current master plan that was developed as a part of A/E's prior Phase I programming and schematic design services;

WHEREAS, pursuant to Section III of the Agreement, the County and the A/E desire to execute this Amendment No. 1 to reflect the parties' agreement as to the scope of the Additional Services to be provided, the lump sum fee to be paid by the County and the schedule for A/E's completion of such Additional Services; and

WHEREAS, it has become necessary to amend the Agreement as set out herein below:

AGREEMENT

NOW, THEREFORE, premises considered, the County and the A/E agree that the Agreement is amended, supplemented and modified as follows:

I. Section III of the Agreement shall be amended as follows:

For the performance of the services not specifically described as Basic Scope of Services under Section II above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated written contract modification, Additional Services compensation in either an agreed upon lump sum fee amount or not-to-exceed amount based upon the method and rates set forth **Exhibit "B"**.

The A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of the County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of the County. The County shall have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required. Furthermore, in no event will the County be obligated to compensate the A/E for any Additional Services and charges in an amount in excess of **Fifteen Thousand and No/100 Dollars ($15,000.00)**.

II. Section VI, B. of the Agreement shall be amended as follows:

Expenses. Subject to the limit of appropriation under Section X, Engineer shall be reimbursed for actual non-labor expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit "E"**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up. In no event will the County be obligated to compensate the A/E for reimbursable expenses in an amount that is in excess of **Four Thousand Dollars ($4,000.00)**.

III. Section X of the Agreement shall be amended as follows:

Prior to the execution of this Agreement, A/E has been advised by County, and A/E clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of **Forty-Nine Thousand Dollars ($49,000.00)** specifically allocated to fully discharge any and all liabilities, including the Basic Fee of $30,000.00, the budgeted amount of $15,000.00 for Additional Services fees and the budgeted amount of $4,000.00 for

reimbursable expenses to the A/E, and any and all costs for any and all things or purposes inuring under or out of this Agreement, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Agreement which might in any light by any person be interpreted to the contrary.

IV. The A/E shall provided the following Scope of Additional Services:

A. The A/E will develop a construction phasing plan based on the current master plan that was developed as a part of A/E's prior Phase I programming and schematic design services. Each construction phase will be defined by size, the number of animals housed, and cost.

B. The A/E will meet with the County, the County's representatives and the Williamson County Regional Animal Shelter's Board Members in order to re-program and re-purpose existing areas during the phased construction to illustrate how the Williamson County Regional Animal Shelter will operate on a daily basis during each of the construction phases.

C. The A/E will develop a step-by-step process so the County will understand how staff, animals and public visitors will flow through the Williamson County Regional Animal Shelter during each construction phase.

D. A/E's drawings will include a Site Plan that will illustrate parking for the public, parking for staff and outdoor areas for dogs.

E. A/E will provide Floor Plans that will show how the interior of the Williamson County Regional Animal Shelter will function, both the old and the new.

F. A/E will provide Exterior Elevations to illustrate the appearance of the Williamson County Regional Animal Shelter' buildings.

G. All of A/E's drawings will be in color and of presentation quality.

H. In addition to the above-described construction phasing plan services, the A/E will provide schematic design and, to the extent necessary, modify the current master plan in order to address the following priorities:

(1) The A/C and drain issues in the existing dog kennels;
(2) Increased capacity for dogs and cats; and
(3) Improve and enlarge the existing surgery and recovery areas at the Williamson County Regional Animal Shelter

I. Lump Sum Fee for Additional Services and Expenses:

A. Lump Sum Fee for Additional Services. The lump sum fee to be paid by the County for A/E's performance of the above-described Additional Services shall be **Fifteen Thousand Dollars ($15,000.00)**. The said lump sum fee shall be paid by the County in accordance with the terms of the Agreement.

B. Expenses. The maximum amount the County will be obligated to pay A/E for reimbursable expenses that are directly related to the performance of the above-described Additional Services shall be **One Thousand Five Hundred Dollars ($1,500.00)**. Said maximum amount of reimbursable expenses shall be paid in accordance with the terms of both the Agreement and the Williamson County Vendor Reimbursement Policy.

J. Schedule of Completion for Additional Services:

A/E agrees to complete the above-described Additional Services on or before **April 30, 2016**.

K. Representations:

Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment No. 1 and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment No. 1 are the valid, binding and enforceable obligations of such party.

L. Effect of Amendment:

All other terms of the Agreement and any prior amendments thereto, if any, which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS:

By: _____
Dan A. Gattis, County Judge

_____ ____, 20___
Date

JACKSON & RYAN ARCHITECTS, INC.

By: Martha Seng
Signature

MARTHA SENG
Printed Name

PRINCIPAL
Title

NOVEMBER 9, 2015
Date

Commissioners Court - Regular Session **31.**

Meeting Date: 12/01/2015

Nationwide Retirement Systems Loan Procedures

Submitted By: Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Amendment to the Plan Loan Procedures for Refinancing between Nationwide and Williamson County, Texas in relation to the Nationwide Retirement Solutions Government 457(b) Plan Loan Procedures.

Background

Nationwide Retirement Solutions updated the Plan Loan Procedures Document to be easier to read and to align with its systems. Williamson County, as the Plan Sponsor, already allows for such loans and refinancing and Nationwide Retirement Solutions is requesting this amendment to also formally set same out in writing. The updates that are incorporated into this amendment are as follows:

1. Easy selection of Plan provisions; we've included our current policy for each provision;
2. An updated Cure Period provision; the Cure Period is the amount of time a participant has to make a missed repayment before the loan defaults and becomes a deemed distribution; and
3. Updates to online loan capabilities to expedite participant loan requests.

The participation in the Nationwide Retirement Solutions Government 457(b) Plan is offered to county employees on a voluntary basis and the loan terms and details only affect a participant that chooses to obtain a loan from his or her plan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Nationwide Retirement System Loan Procedures

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:04 AM
Form Started By: Shelley Loughrey		Started On: 11/18/2015 04:17 PM
Final Approval Date: 11/23/2015		

Date prepared	August 26, 2015
Plan number	0037510001
Questions?	Call 888-333-4202
Visit us online	Go to nationwide.com to learn about products, services and more.

NATHAN ZINSMEYER
WILLIAMSON COUNTY TX
710 S MAIN ST STE 301
GEORGETOWN, TX 78626-5701

Important Plan loan procedure changes

Email for faster service
For quicker processing, please send your signed procedures by email to loanfyi@nationwide.com

Dear Nathan Zinsmeyer,

Nationwide Retirement Solutions consistently strives to improve our service to you and your Plan loan participants, which is why we're enhancing our loan administration capabilities. Please see the details below.

Loan procedure details

The enclosed Plan Loan Procedures offer greater flexibility to adopt or change your Plan's loan program. Updates include:

- Easy selection of Plan provisions; we've included our current policy for each provision
- An updated Cure Period provision; the Cure Period is the amount of time a participant has to make a missed repayment before the loan defaults and becomes a deemed distribution
- Updates to online loan capabilities to expedite participant loan requests

What you need to do

- Please review your Plan's current loan program provisions outlined in the enclosed Plan Loan Procedures
- Sign and date the procedures and return them by September 4, 2015 by email to loanfyi@nationwide.com or by using the envelope provided

NOTE: To ensure the most effective operation of your Plan's loan program(s), newly executed Plan Loan Procedures and any applicable Amendments are required.

See reverse side for additional information

Additional information

We've enclosed Plan Loan Procedures which identify your Plan's current loan provisions.

Your Plan currently allows loan refinancing. Nationwide Retirement Solutions requires the enclosed Amendment to the Plan Loan Procedures for Refinancing to be executed. Please sign, date, and return the Amendment with your signed Plan Loan Procedures in the envelope provided.

At this time, the Plan has not selected online loan capability which is a valuable tool for participants offering them greater flexibility, access and expedited processing. If the Plan wishes to offer this functionality to Plan participants, please select the appropriate option in Internet Utilization Section 8, page 11 of Addendum A.

For help when you need it

If you have any questions or need additional information, please contact one of our loan specialists at 888-333-4202. Our specialists are available Monday through Friday, 8 a.m. to 6 p.m. Eastern time. Thank you for entrusting Nationwide to help your participants prepare for and live in retirement.

Sincerely,

Katie Moore

Katie Moore
Associate Vice President
Public Sector Client Services

Retirement Specialists are Registered Representatives of Nationwide Investment Svcs. Corporation, Member FINRA. Nationwide Mutual Insurance Company and Affiliated Companies, Home Office: Columbus, OH 43215-2220. Nationwide, the Nationwide N and Eagle, Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2015 NRN-1123MI

Plan name: WILLIAMSON COUNTY TX

Nationwide Retirement Solutions, Inc. ("NRS") agrees as the Administrative Service Provider to administer loans in accordance with the terms of these Plan Loan Procedures and the attached **"Plan Election Worksheet"** (see Addendum A) as approved by the Plan Sponsor of the Plan. The Plan Sponsor directs the Plan Administrator of the Plan to administer loans in accordance with this document. The Plan Sponsor or the Plan Administrator may amend these Plan Loan Procedures within any constraints placed by NRS. Any such amendments shall bind the Plan Sponsor and the Plan Administrator. The Plan Sponsor is encouraged to consult with legal advisors in determining whether the procedures identified herein are appropriate for the Plan.

The Plan Sponsor and Plan Administrator (collectively the "Client") acknowledge that NRS may need to make changes from time-to-time to the administrative procedures set forth herein and may request amendments to the Plan documents to maintain the Plan's Loan Program. In such a case, NRS will provide the Client with timely notice of such changes as they become necessary.

The following Plan Loan Procedures shall govern Participant loans offered in the Plan Sponsor's 457(b) Plan ("Plan"):

1. **Loan Administration** - Client delegates to NRS certain administrative duties regarding the administration of loans from the Plan, which are set forth herein and which may be modified by NRS upon timely notice to and acceptance by the Plan Sponsor.

2. **Loan Eligibility** - Any Plan Participant, who falls into one of the employee statuses that the Client has elected, is eligible for a loan from the Plan. Each Participant is entitled to one loan outstanding loan from the Plan at any time. In addition, a Participant who has defaulted on a previous loan shall not be eligible for another loan from the Plan until all defaulted loans are repaid in full, including accrued interest.

3. **Loan Initiation and Loan Application** - In order to receive a loan from the Plan, an eligible Participant must complete all required documents provided in the Loan Application and return them to NRS. Before a loan is issued, the Participant must enter into a legally enforceable Loan Agreement as provided by NRS in the Loan Application, on behalf of the Plan. A loan initiation fee will be deducted from the Participant's account(s) after the loan has been funded by the Participant's account(s).

4. **Loan Security** - By accepting a loan, the Participant is giving the Plan a security interest in his or her vested Plan balance equal to the total loan amount, but not to exceed 50% of the Participant's vested Plan balance.

5. **Loan Money Source** - A loan shall be modeled taking into account the Participant's entire Plan account balance. Loans shall be funded only from a Participant's available Plan account pre-tax money sources. To the extent that a Participant has a self-directed brokerage account, no funding from such self-directed brokerage account shall be permitted.

6. **Minimum and Maximum Loan Term** - The minimum and maximum loan term over which a loan may be repaid is the term elected by the Client. Except as otherwise provided herein, the maximum loan term shall not exceed 5 years.

Plan name: WILLIAMSON COUNTY TX

7. **Minimum/Maximum Loan Amount** - The minimum loan amount permitted shall be the amount elected by the Client. The maximum amount of any loan permitted under the Plan shall comply with Section 72(p) of the Internal Revenue Code and (when added to the outstanding balance of all other loans from all plans sponsored by the same employer) is the lesser of (i) $50,000, reduced by the excess (if any) of (A) the highest outstanding balance of loans from all plans sponsored by the same employer, during the one-year period ending on the day before the date on which the loan was made over (B) the outstanding balance of loans from all plans sponsored by the same employer, on the date on which the loan is made, or (ii) one half of the present value of the Participant's vested account balance.

8. **Loan Amortization** - Each loan shall be amortized with interest accruing immediately, with repayments beginning approximately 30 days from the date the loan is processed, in substantially equal repayments consisting of principal and interest during the term of the loan. Repayments of principal and interest shall be made in a manner and pursuant to the terms set forth in the Loan Agreement. The amount of the final payment may be higher or lower depending upon the Participant's repayment history.

9. **Loan Repayment** - Repayment of any loan made to a Participant shall be made in a manner and pursuant to the terms set forth in the Loan Agreement. Loans must be repaid according to the repayment method elected by the Client. The Participant receiving a loan shall be required to furnish the information and authorization necessary to effectuate the foregoing repayments prior to the commencement of a loan. In the event that a Participant elects to receive a distribution from the Plan that is less than 100% of his outstanding account balance at a time when such person has a loan outstanding, the Participant shall continue to make repayments on the loan.

10. **Loan Prepayment** - The entire amount of a loan, including outstanding principal and any accrued interest, may be paid without penalty prior to the end of the term of the loan in the manner prescribed by NRS.

11. **Loan Overpayment** - In the event that NRS receives a loan overpayment, any amount over the repayment amount due will be applied or refunded according to the administrative policies of NRS.

12. **Cure Period** - If a Participant fails to make a loan repayment when due, the missed repayment must be made within the cure period elected by the Client.

13. **Default** - If any repayment is not received by NRS by the end of the cure period, the entire amount of the loan will be defaulted and treated as a deemed distribution, effective as of the end of the cure period elected by the Client. A deemed distribution is treated as a distribution from the Plan for federal (and possibly state or local) income tax purposes; therefore amounts treated as a deemed distribution will be subject to federal, state and/or local income taxes, and certain excise taxes and penalties may apply. NRS will issue a Form 1099-R to the Participant reflecting the deemed distribution. Any payment made on a defaulted loan will be applied to the outstanding balance of the loan including accrued interest. Such repayment(s), following the date of default, will be treated as after tax amounts and the Participant will receive tax basis in his or her Plan account for such amounts.

The entire loan, including any accrued interest, will also be due and payable immediately in the event of the death of the Participant. The outstanding balance of the loan will be treated as a deemed distribution following the date of notification of such death provided such notification is in good order as determined by NRS.

Plan name: WILLIAMSON COUNTY TX

14. **Loans Offered from Other Administrative Service Providers** - In the event the employer offers the Plan through multiple service providers, the Client and/or Participant and not NRS shall at all times remain responsible for ensuring that any loan received under the Plan is in accordance with the limits in Section 7. NRS shall apply the maximum loan amount limit and any other limits imposed under the Internal Revenue Code without regard to any other loans received by the Participant from any other administrative service provider(s) under this Plan or any other plan maintained by the Plan Sponsor.

15. **Suspension of Loan Repayments.**

a. **Military Leave of Absence** - A Participant's obligation to repay any loan under the Plan may be suspended as may be required by law, during the period in which the Participant is performing service in the United States military. The Participant must resume repayment of the loan upon his or her completion of military service and the outstanding loan balance, including any accrued interest and fees, must be repaid and may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations plus the period of the military service. While the Participant is on active duty in the United States military, the interest rate on the loan shall not exceed 6%, compounded annually unless the Participant elects in writing during or after his or her military leave of absence to have the loan's higher existing interest rate, if applicable, apply to the loan. The Plan Sponsor assumes responsibility to notify NRS when a Participant begins and returns from a military leave of absence.

b. **Non-Military Leave of Absence** - In addition, a Participant's obligation to repay any loan under the Plan may be suspended during the period (not to exceed one year) while the Participant is on an approved non-military leave of absence and the Participant provides requested documentation regarding the non-military leave of absence from his or her employer. The Participant must resume repayment of the loan upon the earlier of his or her return from non-military leave of absence, or one year of suspension. At such point the outstanding loan balance, including any accrued interest and fees, must be repaid or may be re-amortized over a period that does not exceed the latest permissible term for a loan under the regulations. The Plan Sponsor assumes responsibility to notify NRS when a Participant begins and returns from a non military leave of absence.

16. **Loan Interest Rate** - The interest rates for a loan shall be commensurate with interest rates being charged by entities in the business of lending money under similar circumstances. The loan interest rate will be the Prime Rate plus an additional amount expressed as a percentage elected by the Client, plus any other administrative and/or asset fees, as applicable. The Prime Rate shall be the prime rate published by the Wall Street Journal two weeks prior to the end of the most current calendar-year quarter and the new rate will be effective on the first day of the new calendar quarter. The loan interest rate may be adjusted for Participants performing service in the United States military as may be required by law (See Provision 15a.)

17. **Fees** - Fees described in these loan procedures will appear as administrative charges on Participant statements. These fees are subject to change by NRS upon reasonable notice to the Plan Sponsor.

a. **Loan Initiation Fee** - A loan initiation fee of $50 will be deducted from the Participant's account at the time the loan is funded.

b. **Annual Loan Maintenance Fee** - An annual loan maintenance fee of $50 will be deducted from the participant's account on the anniversary date of the original loan initiation, until the loan is repaid in full or the loan has defaulted. In the event that the loan defaults, the annual loan maintenance fee will no longer be assessed and the annual loan default fee described below (See Provision 17f) will be applied.

c. **Asset Fees** - The amount of the outstanding loan balance will be subject to the maximum asset fee, administrative charge or such other fees NRS is entitled to receive under its separate agreement with the Plan Sponsor.

Plan name: WILLIAMSON COUNTY TX

d. **Insufficient Funds Fee** - If NRS is unable to process an ACH debit repayment or personal check on the date due, through no fault of NRS, a fee of $25 will be deducted from the Participant's account.
e. **Loan Default Fee** - At the time a loan is treated as a deemed distribution, a $50 fee will be deducted from the Participant's account.
f. **Annual Loan Default Fee** - An annual loan default fee of $50 will be will be deducted from the Participant's account on the anniversary date of the original loan default until the loan is repaid in full or offset.

18. **Loans for the Purchase of a Principal Residence** - All loans issued by the Plan will be general purpose loans to be repaid in no more than five years unless the Client elects to offer loans for the purchase of the Participant's principal residence. If the Client elects to allow loans for the purchase of a principal residence, all of the provisions of this document will apply unless otherwise specified.

19. **Loan Correction** - In the event a loan correction becomes necessary, at the Plan Sponsor's direction, NRS may undertake methods prescribed by the IRS or through any IRS correction program.

20. **Adoption of Plan Loan Procedures** - The undersigned Plan Sponsor or Plan Administrator, as applicable, hereby adopt these Plan Loan Procedures effective for loans issued on or after the Effective Date set forth below, and instructs NRS to administer loans made to Plan Participants in accordance with these terms and the Client elections made on the attached "Plan Election Worksheet" (See Addendum A). Prior to implementing a loan program, the Plan Sponsor acknowledges or acknowledged the following: (i) that the Plan Sponsor has decided to offer loans under the Plan and the Plan Administrator is instructing NRS to administer loans under the Plan; (ii) that the Plan Sponsor understands that, as a result of offering loans under the Plan, the Plan Participants could be subject to adverse tax consequences upon default of the loan; (iii) that the Plan Sponsor has independently weighed these risks, and despite the risks has determined that offering loans under the Plan is in the best interest of Plan Participants; (iv) that any previous loan procedures or loan reference documents other than the Plan Document itself, are hereby superseded by these Plan Loan Procedures; and (v) NRS shall not be liable for any adverse tax consequences described in (ii), except as specifically stated under paragraph 14 herein, resulting from the Plan Sponsor's decision to offer loans under the Plan.

Plan Sponsor Name ("Sponsor"):
Street Address:
City, State, Zip Code:
Signer's Email Address:
Plan Name ("Plan"): WILLIAMSON COUNTY TX
Plan Number: 0037510001
Plan Sponsor or Plan Administrator Signature:
Title:
Date of Adoption*: * Unless otherwise indicated below, the Date of Adoption shall be the Effective Date.
Effective Date:

An executed copy of these Procedures (including the attached Addendum A - Plan Election Worksheet) should be returned to Nationwide Retirement Solutions.

Addendum A - Plan Election Worksheet

The following provisions identify Plan elections which are incorporated and made a part of the attached "Plan Loan Procedures." In the event that an election is not made within any section, Nationwide Retirement Solutions ("NRS") will administer the loan program according to current NRS policies as listed under each provision below. The current NRS policies may be changed by NRS at any time. Unless otherwise specified, only one election is allowed per provision. The elections contained herein apply solely to the Plan. Any provisions, including limitations, do not extend to any other plans offered by the Sponsor.

1. **Loan Eligibility:**
Plan elects to allow the following Participants the ability to initiate a loan under the Plan. The Plan Sponsor is solely responsible for informing NRS of any future changes in the Participant's employment status (check all that apply).
[X] Employed
[X] Approved Non-military Leave of Absence (only available for ACH)
[X] Military Leave of Absence (only available for ACH)
[ ] Disabled (only available for ACH)
[ ] Retired (only available for ACH)
[ ] Terminated (only available for ACH)
Current NRS Policy: All listed Participant employment statuses are eligible to initiate a loan if ACH is the elected repayment method (See Provision 4). If the repayment method elected is Payroll Deduction (See Provision 4), the only eligible Participant employment status is Employed.

2. **General Purpose Loan Terms:**
2(a). Minimum Loan Term
Plan elects the following minimum loan term:
[ ] One year
[X] Other – Specify minimum loan term: **6 months** (not to be less than six months)
Current NRS Policy: The minimum loan term is one year.

2(b). Maximum Loan Term
Plan elects the following maximum loan term:
[X] Five years
[ ] Other - Specify maximum loan term: _____ (not to exceed a term of five years)
Current NRS Policy: The maximum loan term is five years.

3. **Minimum Loan Amount:**
Plan elects to have a minimum loan amount of:
[X] $1,000
[ ] Other – Specify minimum loan amount: $_____ (not to be less than $500)
Current NRS Policy: The minimum loan amount is $1,000.

4. **Repayment Method:**
Plan elects to provide Participants with one of the following loan repayment methods:
[X] Monthly Automated Clearing House ("ACH')
[ ] Payroll Deduction (Plan Sponsor will be required to provide a payroll calendar. (This repayment method is limited to Employed status – see Provision 1)
Current NRS Policy: Monthly ACH is the repayment method.

Addendum A - Plan Election Worksheet

5. **Cure Period:**
If a Participant misses a scheduled loan repayment, the missed repayment must be received by the end of the specified cure period. Plan elects to apply a cure period with the following length:
[X] 31 Days
[ ] 60 Days
[ ] 90 Days
[ ] The quarter following the quarter in which the scheduled repayment was missed
Current NRS Policy: The cure period is 31 days when ACH is the elected repayment method (See Provision 4). The cure period is 60 days when the repayment method elected is Payroll Deduction (See Provision 4).

6. **Loan Interest Rate:**
Plan elects the following interest rate for Participant loans:
[X] Prime Rate plus 1% plus applicable fees
[ ] Prime Rate plus 2% plus applicable fees
[ ] Prime Rate plus _____% (not to be lower than 0%) plus applicable fees
Current NRS Policy: Prime Rate plus 2% plus applicable fees.

7. **Loans for the Purchase of a Principal Residence:**
7(a). Plan elects to permit loans for the purchase of the Participant's principal residence:
[X] Yes
[ ] No
In the event Plan elects to allow Principal Residence loans, only one Principal Residence loan outstanding at a time is permitted. The Principal Residence loan is included in the maximum number of outstanding loans (See Provision 2 of the Plan Loan Procedures). Additionally, the Participant will be required to sign a Principal Residence Certificate and provide NRS with sufficient additional documents to support the purchase of a principal residence. Internet initiation is not available for Principal Residence loans.
Current NRS Policy: Principal Residence loans are not allowed.

7(b). Minimum Loan Term: Plan elects to have a minimum loan term for Principal Residence loans of:
[ ] Five years
[X] Other – Specify minimum loan term: 1 year (not to be less than one year)
Current NRS Policy: Principal Residence loans have a minimum term of five years.

7(c). Maximum Loan Term: Plan elects to have a maximum loan term for Principal Residence loans of:
[X] 15 Years
[ ] Other - Specify maximum loan term: _____ (not to exceed a term of 30 years)
Current NRS Policy: Principal Residence loans have a maximum term of 15 years.

8. **Internet Utilization:**
Plan elects to allow Participants to use the internet for:
[ ] Only the modeling of loans
[ ] Both modeling and initiation of loans
[ ] Plan declines the use of the internet for either the modeling or initiation of loans
Current NRS Policy: Participants can use the internet for modeling and initiation of loans.
Loan initiation on the internet is limited to General Purpose loans. Principal Residence loans will not be initiated electronically. Additional limitations exist for particular repayment methods and employment statuses.

Nationwide Retirement Solutions

Refinance Amendment to the
Governmental 457(b) Plan Loan Procedures

WHEREAS, the Plan Sponsor previously adopted the Plan Loan Procedures whereby Nationwide Retirement Solutions, Inc. has agreed to administer loans in accordance with the terms of said Plan Loan Procedures.

WHEREAS, the Plan Sponsor or Plan Administrator desires to amend the Plan Loan Procedures to allow a Participant to refinance their loan.

NOWTHEREFORE, it is agreed and hereby understood that the Plan Loan Procedures are amended by adding the following Section 20 after Section 19 and the current Section 20 shall be renumbered Section 21 that reads as follows:

20. **Loan Refinancing**

An existing general purpose loan may be refinanced and replaced with a new loan up to a maximum term of 5 years from the existing loan's original date of initiation. For a Participant to refinance a loan, (i) the Participant's existing loan must have no outstanding missed loan repayments, (ii) the minimum refinance loan amount, including any outstanding balance from the existing loan, shall be equal to or greater than the Minimum Loan Amount as elected by the plan and (iii) the loan term of the refinanced and replaced loan shall be equal to or greater than the Minimum Loan Term as elected by the Plan. A loan refinance request will require a new Loan Application, which includes a new loan repayment schedule, to be signed by the Participant. At the time the loan is refinanced, a $50 loan refinance fee will be deducted from the Participant's account. Principal residence loans may not be refinanced. All other terms of the Plan Loan Procedures shall remain as specified in the Plan's previously adopted Plan Loan Procedures.

This Amendment to the Plan Loan Procedures is effective on the__day of_____, 201__. Plan

Sponsor Name ("Sponsor"): _____

Street Address: _____

City, State, Zip Code: _____

Signer's Email Address: _____

Plan Name ("Plan"): WILLIAMSON COUNTY TX

Plan Number: 0037510001

Plan Sponsor or Plan Administrator Signature: _____

Title: _____

Date of Adoption*:_____

* Unless otherwise indicated below, the Date of Adoption shall be the Effective Date.

Effective Date: _____

An executed copy of this Amendment should be returned to Nationwide Retirement Solutions.

Commissioners Court - Regular Session **32.**

Meeting Date: 12/01/2015

Holiday hours for Williamson County Landfill

Submitted For: Robert Daigh **Submitted By:** Katheryn Cromwell, Unified Road System

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding proposed Williamson County landfill hours of operation for 2015 Christmas and New Year's Eve holidays.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Waste Management 2015 Holiday Closure Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 10:12 AM
Form Started By: Katheryn Cromwell		Started On: 11/23/2015 09:26 AM
Final Approval Date: 11/23/2015		

WASTE MANAGEMENT INC.

600 Landfill Road
Hutto, TX 78634
(512) 759-8881

Hon. Dan Gattis
Williamson County Judge
710 Main Street
Georgetown, TX 78626

Re: Williamson County Landfill 2015 Holiday Schedule

Dear Judge Gattis:
In accordance with the Williamson County Landfill Operation Agreement dated March 3rd, 2009 between Williamson County and Waste Management of Texas, Inc. Article IV, Section. 4.1 Hours of Operation, the landfill is closed for the following holidays:

Thanksgiving Day
Christmas Day
New Year's Day (2016)

In addition, WM would like to close the facility at 12:00 noon for the following days:

Christmas Eve
New Year's Eve

Regards,

HtillJr

Hugh "Buddy" Till, Jr
District Operations Manager
Williamson County Landfill

Cc: Mr. Bob Daigh P.E.
Senior Director of Infrastructure

Commissioners Court - Regular Session **33.**

Meeting Date: 12/01/2015

Amend 2015-2016 Budget Order

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action to amend the 2015-2016 Budget Order.

Background

Attached is language to amend Section III Supplemental Pay of the Budget Order. The new items are in red (Items 10 and 11). The item in blue is for references purposes only. It is all ready in the Budget Order and is being paid presently. These supplements would be paid from the District Attorney Asset Forfeiture Fund. Per Chapter 59 of the Code of Criminal Procedure any salaries paid from forfeited funds require the approval of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Supplemental Pay Budget Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 11:09 AM
Form Started By: Julie Kiley		Started On: 11/23/2015 10:37 AM
Final Approval Date: 11/23/2015		

III. SUPPLEMENTAL PAY

7. An Assistant District Attorney may receive supplemental pay for on call duties. The duties require the employee to carry a cell phone for a week at a time on a rotating basis. The week runs from Friday at 5:00 PM through the weekend until the following Friday at 5:00 PM. The assigned on call prosecutor will receive calls for charging advice and warrant assistance and may need to contact the assigned judge for review and approval of any warrant. The amount of the supplement will be $200.00 per week per employee. The funding for this supplemental pay will come from the District Attorney's Asset Forfeiture Fund

10. An Assistant District Attorney may receive a supplement for conducting training sessions related to legislative updates and changes in the law. These sessions are provided for law enforcement agencies and other county departments at their request regarding felony prosecution procedures. The supplement is $250.00 per training session. The funding for this supplemental pay will come from the District Attorney's Asset Forfeiture Fund.

11. The Financial Assets Coordinator in the District Attorney Office may receive an annual supplement of $665.00 for being responsible for all Chapter 59Asset Forfeiture Reporting, tracking and disbursing of all seized funds, Apportionment Funds, and day to day financial tracking of their county budget. The funding for this supplemental pay will come from the District Attorney's Asset Forfeiture Fund

Commissioners Court - Regular Session **34.**

Meeting Date: 12/01/2015

Submitted By: Wendy Coco, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the engagement of the Texas Public Policy Foundation's Center for the American Future to represent Williamson County in federal district court litigation to seek delisting of the Bone Cave Harvestman from the Endangered Species Act and related claims; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4); and authorize the County Judge to execute an engagement agreement and conflict of interest waiver relating to such representation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Letter

Engagement Agreement

Form Review

Form Started By: Wendy Coco Started On: 11/23/2015 02:25 PM

Final Approval Date: 11/23/2015

901 Congress Avenue
Austin, TX 78701
(512) 472-2700 (telephone)
(512) 472-2728 (facsimile)
www.texaspolicy.com

November 20, 2015

The Honorable Dan A. Gattis
County Judge
Williamson County, Texas
710 S. Main Street, Suite 101
Georgetown, Texas 78626

Mr. John Yearwood
32800 Ronald Reagan Blvd.
Georgetown, TX 78633

RE: Waiver of Conflict of Interest

Dear Judge Gattis and Mr. Yearwood:

This letter will confirm and is in follow-up to my recent conversation with you in which you all have collectively requested that Texas Public Policy Foundation concurrently represent each of you or the entity which you represent in connection with federal district court litigation to oppose continued regulation of the Bone Cave Harvestman spider within Williamson County by the United States Fish and Wildlife Service (FWS) under the Endangered Species Act (ESA).

We have discussed the possibility that our concurrent representation of you constitutes a potential conflict of interest. In my opinion, no actual conflict exists at this time. This is because all parties named in the subject action currently share a commonality of interest in the litigation's goal to end the ESA regulation of the Bone Cave Harvestman (BCH). This litigation is limited to the narrow issue of whether ESA regulation of the BCH is constitutional. All parties are in agreement that the regulation of the BCH is unconstitutional.

In the event that any conflict, dispute or disagreement arises between you as to your respective rights and defenses, we shall decline to represent you in any manner in connection with that dispute or disagreement.

Again, there are various ways in which a future conflict of interest could arise. For example, if we receive conflicting instructions from you, we will be placed in a position in which we could not follow one set of instructions without violating our professional obligations to the other of you. This situation, if unresolved, could create a conflict of interest which would require us to withdraw from representation and which would require each of you to seek new counsel.

Therefore, we will require as a condition of our representation that you provide us with a common set of instructions as to the FWS litigation matter, in order to prevent such a potential conflict. Additionally, in the event that you develop inconsistent defenses or objectives, such that one of you wishes us to pursue a defense or strategy which would adversely affect the interests of the other, a conflict would arise which would require us to withdraw as counsel for any of you in your respective individual capacities. Thus, we will make every effort during the course of representation to confirm that each of you have a commonality of interest in connection with the positions asserted on your respective behalves. If your interests diverge during the course of representation, further disclosure and waiver of the conflict, or withdrawal from representation, will ensue. Should such divergence of your respective interests occur, each of you in your respective capacities expressly consent to our continuing representation of any of the other co-parties, even if we withdraw from further representation of any of the remaining clients signing below.

You should each also be aware that each of you may have indemnification rights against the other. As stated above, since we are representing your common interests in this matter, we cannot represent or advise any of you with respect to those claims. We suggest that you consult separate counsel with respect to any such indemnity claims which may exist or which may arise in the future.

You should also consider that, as among you, there is no right to assert the attorney/client privilege as to communications we receive from any of you in connection with the joint representation. You confirm by executing this letter, that you are aware of the provisions of Rule 503, Texas Evidence Code, and that you expressly consent to the communication to any of you, of information received by this firm from any other of you. You further acknowledge that, assuming the information learned from any of you is significant, we may have an ethical duty to disclose that information to the remainder of you.

After termination of Texas Public Policy Foundation's services in this matter, we will request that you take possession of the original client file. You and each of you expressly agree that we shall be deemed to comply with our duty to provide the file to our client by making the file available to you electronically. In the event that no one takes possession of the original client file upon the expiration of five years after our representation terminates in this matter, you, and each of you, expressly authorize Texas Public Policy Foundation to destroy the original client file in the normal course of business.

By executing this letter where indicated below, you and each of you confirm that you have been fully informed as to the nature of the potential conflicts which arise as a result of our concurrent representation of all of you; that you have been provided a reasonable opportunity to seek the

advice of independent counsel of your choice regarding these potential conflicts and waiver thereof; and you understand that a conflict may arise in the future which may require an additional disclosure and waiver by you, or, alternatively, withdrawal by this firm of representation of one or all of you.

Additionally, you confirm that you will take the opportunity to retain independent counsel in the event you have any reservations regarding our concurrent representation of your interests, the issues arising from that representation, and/or the waiver of the potential conflict of interest.

Assuming the foregoing accurately reflects your agreements, please execute and return to me the waiver form appended hereto. Of course, if any of you has any questions or comment, please feel free to give me a call. I look forward to working with you in connection with this matter.

Sincerely,



Robert Henneke
Director, Center for the American Future
Texas Public Policy Foundation

WAIVER OF CONFLICT

I, Judge Dan A. Gattis, hereby acknowledge that I have carefully read the foregoing letter, informing me that my interests or the entity that I represent may potentially be in conflict with those of the other plaintiffs in connection with Texas Public Policy Foundation's representation of my interests and those of the other plaintiffs in connection with litigation against the United States Fish and Wildlife Service to delist the BCH under the ESA. I expressly acknowledge that the concurrent representation by the Texas Public Policy Foundation of my interests and those of the other plaintiffs constitute the representation of potentially conflicting interests, to the extent that my interests and those of the other plaintiffs are potentially adverse. I nevertheless knowingly and voluntarily consent to such concurrent representation by the Texas Public Policy Foundation.

I further expressly acknowledge that I have been advised that I have the right to seek independent legal counsel in connection with the advisability of waiving said conflict, and that I have had a reasonable opportunity to do so.

Dated: _____ _____, 20___

Signature: _____

Print Name: Dan A. Gattis, Williamson County Judge

on behalf of: Williamson County, Texas _____

901 Congress Avenue
Austin, TX 78701
(512) 472-2700 (telephone)
(512) 472-2728 (facsimile)
www.texaspolicy.com

November 20, 2015

The Honorable Dan A. Gattis
County Judge
Williamson County, Texas
710 S. Main Street, Suite 101
Georgetown, Texas 78626

Dear Judge Gattis:

On behalf of the Texas Public Policy Foundation's Center for the American Future, I am pleased to offer legal representation to Williamson County, Texas in federal district court litigation to seek delisting of the Bone Cave Harvestman from the Endangered Species Act on the basis that the United States Constitution does not permit federal regulation of this intrastate species. Should the Williamson County Commissioners Court agree to this representation agreement, the Foundation would represent the County in the aforementioned matter and proceed to file suit on behalf of Williamson County.

This offer encompasses representation at the trial court level only. A separate determination will be made regarding any possible appeals.

Our principal goals in representing Williamson County are to seek declaratory and injunctive relief to vindicate its rights under federal law and the United States Constitution. We will not seek monetary damages.

The Texas Public Policy Foundation (Foundation) is a tax-exempt nonprofit organization that champions market-oriented public policy. The Center for the American Future provides legal

representation on issues that advance the Center's mission. Accordingly, our representation is provided at no cost to the client.

By accepting this proposal, Williamson County agrees to provide us with accurate information necessary to effectively represent you in this matter.

Williamson County may be required to arrange for personnel to provide a deposition, to testify at trial, and/or to assist in the preparation of one or more affidavits. We will make every possible effort to minimize any burdens. Representatives from Williamson County are invited to attend all court hearings but will not be required to do so unless specifically called to testify.

We will keep the Commissioners Court informed of significant actions in the case and will be pleased to answer questions at any time. We welcome your questions and advice on all aspects of the litigation. However, the Foundation's attorneys will have sole discretion regarding legal claims, arguments, tactics, and strategy in representing you.

Our confidential communications are protected by the attorney-client privilege so long as they are not divulged to third parties. Communications between you and third-parties relating to the subject matter of this proposal are not necessarily privileged or confidential unless: a) we are a party to the communication; and b) the communication relates to legal consultations or the development of legal tactics and strategies. Please refer anyone making inquiries about the case to us.

We consider the court of public opinion to be important to our success. You may be asked to comment about the case to the media. You have complete discretion in deciding whether to do so, but we ask that you refer media inquiries to the Center's Director Robert Henneke.

Our legal representation is provided *pro bono*, i.e. at no cost to the client. The Foundation will bear its own attorneys' fees and costs to prepare and litigate the issues present in this case. Payment for the cost of miscellaneous expenses, such as filing fees and brief formatting and preparation, will also be paid by the Foundation. Additionally, we plan to seek reasonable attorney fees and costs from adverse parties in the event of a successful outcome at the administrative or trial court level, if such recovery is authorized by law. By accepting this offer, Williamson County agrees that all costs and fees awarded in this matter for service rendered by the Texas Public Policy Foundation's attorneys or litigation support personnel, if any, will be provided to the Texas Public Policy Foundation to assist in recouping its expenses and time on your behalf. The Foundation is relying on this promise in furnishing the services and incurring the costs contemplated by this agreement.

The Foundation, as an independent government watchdog and public interest organization, may have public policy interests that conflict with your interests. Furthermore, the Foundation's attorneys employed by the Foundation may simultaneously represent other governmental agencies and bodies, other private individuals and organizations, and public officials in matters

unrelated to the contemplated action. A conflict of interest may arise directly or indirectly from such simultaneous representation, as well as from our public policy interests, although the Foundation is currently aware of none.

If we perceive that a conflict of interest has arisen, we will endeavor to so advise you. At any time, you are free to retain separate legal counsel at your own expense to advise you about any possible conflicts or any other matter. You are encouraged to review the list of past and current cases, policy reports, investigations, and public policy issues involving the Foundation here: http://www.americanfuture.com. Our website is regularly updated with new policy reports, investigations, as well as new cases (including the identities of parties we simultaneously represent in unrelated matters). By accepting this proposal, Williamson County represents that it has checked our online listing for potential conflicts and will continue to do so periodically. You are also acknowledging that conflicts that may have arisen or could arise have been adequately disclosed.

By signing below, Williamson County acknowledges the foregoing disclosure and agreeing to waive any conflict or potential conflict of interest that may exist or arise between the Foundation's attorneys, you, your co-parties, and/or any other person(s) that are simultaneously represented by the attorneys employed by the Foundation, which arise or may arise as a result of conflicting interests unrelated to the contemplated litigation. Furthermore, you are agreeing to notify the Foundation's attorneys promptly in writing or by email communication of any objections you may have to our simultaneous representation of any person or to the Foundation's public policy interests.

You further agree that any timely objection to the Foundation's simultaneous representation of another person or entity will result solely in Foundation attorneys withdrawing from representing you; and that you will not object to Foundation attorneys' continued representation of any other party with respect to any litigation that is unrelated to the contemplated action. Furthermore, you agree that the Foundation will not abandon its public policy interests as a result of any timely objection; and that your sole remedy for any such objection is the termination of your continued representation by Foundation attorneys. Subject to those rules, we may terminate representation for good cause at any time. Likewise, you may terminate this agreement at any time and for any reason.

Within six months of a final decision by the trial court, we may dispose of case files. However, you are entitled to all of them if you request them during that period.

Finally, by signing below, you acknowledge that the attorneys employed by the Foundation strongly recommend that you seek independent legal counsel for guidance in regards to the meaning and significance of this disclosure and waiver, and you further represent that you have, in fact, consulted or knowingly waived consultation with independent legal counsel regarding the meaning of this agreement, and fully understand and agree with its provisions.

If this agreement is acceptable to you, please sign and return one copy and retain another for your records. On behalf of the entire Center for the American Future team, we very much look forward to working with you.

Sincerely,



Robert Henneke
Director, Center for the American Future
Texas Public Policy Foundation

The undersigned accepts the terms of representation as set forth above.

_____ Date: _____

The Honorable Dan A. Gattis
County Judge
Williamson County, Texas

Commissioners Court - Regular Session **35.**

Meeting Date: 12/01/2015

Bid # 14RFP00203. Extension of Benefits Broker Consultant Services

Submitted For: Max Bricka **Submitted By:** Wayne Whyte, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing extension of Benefits Broker Consultant Services Bid/Proposal# 14RFP00203.

Background

This is an agreement between Gallagher Benefit Services on behalf of the Group Health and Welfare Plans of Williamson County entered into on October 22, 2013. This agreement allows for the provision of Health Related - Benefits Broker consultant services to the County in relation to its Employee Health Benefit Plan. This is the 2nd extension of this agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid 14RFP00203 (Benefits Broker Consultant Services)

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	11/13/2015 11:49 AM
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:03 AM
Form Started By: Wayne Whyte		Started On: 11/13/2015 11:17 AM
Final Approval Date: 11/23/2015		

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for bid/proposal **#14RFP00203 Benefits Broker Consultant Services** and any extension thereof, if applicable.

Printed name of person submitting affidavit: ARTHUR J. GALLAGHER

Name of Company: _____

Date: 11/10 , 20 15

Signature of person submitting affidavit: _____

NOTARIZED:

On this, the 10 day of Nov , 20 15 , before me a notary public, the undersigned officer, personally appeared Daniel Bone , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal. Lisa J. Bage

NOTARY PUBLIC STATE OF TEXAS
LISA J. BAGE
Notary Public
STATE OF TEXAS
My Comm. Exp. April 25, 2018

Two (2) Signed Originals & One (1) photocopy must be submitted

WILLIAMSON COUNTY
1848

AGREEMENT TO EXTEND WILLIAMSON COUNTY BID/PROPOSAL

BENEFITS BROKER CONSULTANT SERVICES
BID/PROPOSAL #14RFP00203

ARTHUR J. GALLAGHER (Vendor Name) wishes to extend bid/proposal #14RFP00203 with Williamson County for the same pricing, terms and conditions as the existing contract for the contract period beginning 1/1/14 through 12/31/14.

BY SIGNATURE BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor ARTHUR J. GALLAGHER

Name DANNY BONE

Title AVP

Signature

Date 11/18/15

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **36.**

Meeting Date: 12/01/2015

ESRI Sole Source Exemption

Submitted For: Max Bricka **Submitted By:** Jewel Walker, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on exempting ESRI, Inc. from the competitive bidding or proprosal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, as the sole source provider of the software maintenance for our GIS software that is proprietary and supported only by Environmental Systems Research Institute (ESRI).

Background

ESRI, as owner and manufacturer, is the sole source provider of the software maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ESRI Sole Source Documents

ESRI Sole Source Documents

recommendation letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	11/18/2015 04:17 PM
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:04 AM
Form Started By: Jewel Walker		Started On: 11/18/2015 02:31 PM
Final Approval Date: 11/23/2015		

Williamson County Purchasing Department
901 South Austin Ave.
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Single / Sole Source Justification Request

This request is for a: (choose only one)

○ **Single Source Item** (goods or services are directed to this supplier because of standardization, warranty or other factors)

◉ **Sole Source Item** (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

Single / Sole Source justification requires additional documentation and requirements as listed below. **One of these steps requires placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted.

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

☒ This request form completed and signed

☒ A written quote from the supplier, listing the goods, services and pricing

☒ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are Single / Sole Source

☐ Notarized Sole source affidavit completed by the supplier

☒ Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Tammy McCulley - Technology Services

Requestor Title: Office Manager Requestor Phone Number: 512-943-1455

Requested Single Sole Source Supplier:

Company Name: ESRI Inc.

Contact Name: Barbara Walker

Address 380 New York Street

City: Redlands State: CA Zip Code: 92373

Phone Number: 909-793-2853 Ext 3936 Email Address: bwalker@esri.com

Website: www.esri.com

Is the recommended supplier the manufacturer? ◉ Yes ○ No

Does the manufacturer sell the item(s) through distributors? ○ Yes ◉ No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

ESRI, as owner and manufacturer, is the sole source provider of software maintenance. Please see attached letter.

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".*

12/14/2015-12/13/2016

Estimated Cost: $42,735.25

SINGLE / SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- [x] The required item or service is proprietary to the supplier
- [ ] The recommended supplier holds the patent on the requested item(s)
- [ ] The recommended supplier is the only supplier capable of performing the requested service
- [ ] A specific item is needed
- [ ] To be compatible or interchangeable with existing hardware
- [ ] As a spare or replacement hardware
- [ ] For the repair or modification of existing hardware
- [ ] For technical evaluation or testing

- [ ] Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

- [ ] There is a substantial risk in selecting another product or service provider.

If so, please describe:

- [x] It is not possible to obtain competitive bids for consideration.

If so, why:

This is for technical support, plus ESRI software updates/upgrades.

☐ Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

No

☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process:

☐ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

ACKNOWLEDGEMENT

☒ I affirm and acknowledge Williamson County's requirements, justification and criteria for Single / Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☒ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: 11/16/2015

Signature: Ann Montgomery

** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a Single / Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
E-mail: jricks@esri.com

DATE: July 17, 2015

TO: To Whom It May Concern

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of **software maintenance** (technical support plus Esri software updates/upgrades) for Esri products.

Esri is the sole-source provider of the following Esri products in the commercial, state, and local government marketplace:

- ArcGIS for Aviation Bundle
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime Bundle
- ArcGIS for Server and extensions
- ArcGIS Online (excluding data owned by 3rd party providers)
- ArcGIS Runtime and Extensions
- Certain proprietary training courses
- Esri Business Analyst Online
- Esri Community Analyst
- Esri Business Analyst Server
- Esri Defense Mapping Bundle
- Esri Developer Network (EDN) subscriptions
- Esri MapStudio
- Esri Maps Products
- Esri Roads and Highways
- Portal & Hosted Portal for ArcGIS

In an effort to support diversity in federal contracting, Esri has authorized certain small businesses (see GSA Advantage! for details) as resellers of the following Esri products to eligible entities purchasing under a GSA Schedule. Esri GSA resellers cannot sell Esri software to state or local entities:

- ArcGIS for Aviation
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime: Bathymetry
- ArcGIS for Maritime: Charting
- ArcGIS for Server and extensions
- Esri Business Analyst Server
- Esri Defense Mapping
- Esri Production Mapping

Esri distributes certain software licenses, ***excluding those listed above***, through open-market value-added resellers and distributors. If you have further questions, please contact me at 909-793-2853, extension 1-1990.

Jackie Ricks

WILLIAMSON COUNTY
1848

Technology Services

November 17, 2015

From: Jay Schade, Sr Director
Williamson County Technology Services

To: Max Bricka
Purchasing Agent / Director
Williamson County Purchasing

Subject: Single / Sole Source Justification Letter

I recommend that we identify ESRI as the sole source provider of software maintenance (technical support plus ESRI software updates/upgrades) for ESRI products.

ESRI is the owner and manufacturer of ESRI products and they have certified that they are the only provider of software maintenance for their products.

Please let me know if you have any questions.

Thank you.

Jay Schade, Sr Director
Williamson County Technology Services

WILLIAMSON COUNTY
512.943.1460 Fax 512.943.1488
301 SE Inner Loop, Suite 105
Georgetown, Texas 78626

Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 09/14/2015
To: Tammy McCulley
Organization: County of Williamson
Information Technology Dept
Fax #: 512-943-1488 **Phone #:** 512-943-1489

From: Barbara Walker
Fax #: 909-307-3083 **Phone #:** 909-793-2853 Ext. 3936
Email: bwalker@esri.com

Number of pages transmitted (including this cover sheet): 6

Quotation #25705343
Document Date: 09/14/2015

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
http://www. esri.com/apps/products/maintenance/qualifying.cfm

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
http://www. esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 09/14/2015 **Quotation Number:** 25705343

Send Purchase Orders To:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Barbara Walker

Please include the following remittance address on your Purchase Order:
Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

County of Williamson
Information Technology Dept
301 SE Innerloop Ste 105
Georgetown TX 78626
Attn: Tammy McCulley

Customer Number: 337154
For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	3,000.00	3,000.00
1010	2	52385 ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 06/01/2016 End Date: 12/13/2016	642.63	1,285.25
2010	1	52385 ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	1,200.00	1,200.00
3010	4	52385 ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	1,200.00	4,800.00
4010	1	86497	1,500.00	1,500.00

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Barbara Walker **Ext:** 3936 [CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 09/14/2015 **Quotation Number:** 25705343

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS for Desktop Standard Concurrent Use Primary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016		
5010	3	86500 ArcGIS for Desktop Standard Concurrent Use Secondary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	1,200.00	3,600.00
6010	1	87194 ArcGIS for Desktop Basic Concurrent Use Primary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	700.00	700.00
7010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	500.00	500.00
8010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	500.00	500.00
9010	1	92774 ArcGIS Tracking Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	500.00	500.00
10010	2	87192 ArcGIS for Desktop Basic Single Use Primary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	400.00	800.00
11010	13	87193 ArcGIS for Desktop Basic Single Use Secondary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	300.00	3,900.00
12010	1	98134 ArcGIS Data Interoperability for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	500.00	500.00
13010	1	100571	500.00	500.00

380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 09/14/2015 **Quotation Number:** 25705343

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016		
14010	1	100572 ArcGIS Network Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	200.00	200.00
17010	1	108562 Esri Developer Network (EDN) Standard Term License	1,500.00	1,500.00
18010	3	109216 ArcGIS for Server Enterprise Standard Up to Four Cores Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	5,000.00	15,000.00
19010	1	114511 ArcPad Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	250.00	250.00
20010	1	134779 ArcGIS GeoEvent Extension for Server Enterprise Standard Up to Four Cores Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	2,500.00	2,500.00

Subtotal	42,735.25
Estimated Tax	0.00
Total	**$ 42,735.25**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 09/14/2015 **Quotation Number:** 25705343

Item	Qty	Material#		Unit Price	Extended Price
			The following items are optional items listed for your convenience.		
			These items are not included in the totals of this quotation.		
1		99818	Optional Developer Support for Esri Developer Network (EDN) Subscribers Pack Quantity 10 Incidents	2,000.00	2,000.00
1		99946	Esri Developer Network (EDN) Optional at Esri Site 5 Days per Seat Instructor Led Training	2,420.00	2,420.00

[CSBATCHDOM]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 09/14/2015 **Quotation No:** 25705343 **Customer No:** 337154

Item	Qty	Material#	Unit Price	Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal; such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of $_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

_____ _____
Signature of Authorized Representative Date

_____ _____
Name (Please Print) Title

[CSBATCHDOM]

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Chris Johnson, who after being duly sworn on oath stated the following:

My name is Chris Johnson. My title is Manager, Commercial & Government Contracts
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

> **Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.**

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: Esri Software Maintenance.
I am the sole-source supplier of this item because: Esri is the owner and has not authorized any other entity to provide maintenance on Esri's behalf. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 17th day of November, 2015.

[Signature]

Chris Johnson
Manager, Commercial & Government Contracts
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on Please see attached., 20___, by _____.
[Printed Name]

_____
[Signature] Notary Public

State of _____
My Commission expires on _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 17 day of November, 20 15,
Date *Month* *Year*
by
(1) Chris Johnson
(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

FERNANDO J. FRIAS
Commission # 1991355
Notary Public - California
San Bernardino County
My Comm. Expires Sep 16, 2016

Signature _____
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Sole Source Affidavit, Williamson County, TX **Document Date:** 11/17/2015

Number of Pages: 1 **Signer(s) Other Than Named Above:** _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5910

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
E-mail: jricks@esri.com

DATE: July 17, 2015

TO: To Whom It May Concern

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of **software maintenance** (technical support plus Esri software updates/upgrades) for Esri products.

Esri is the sole-source provider of the following Esri products in the commercial, state, and local government marketplace:

- ArcGIS for Aviation Bundle
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime Bundle
- ArcGIS for Server and extensions
- ArcGIS Online (excluding data owned by 3rd party providers)
- ArcGIS Runtime and Extensions
- Certain proprietary training courses
- Esri Business Analyst Online
- Esri Community Analyst
- Esri Business Analyst Server
- Esri Defense Mapping Bundle
- Esri Developer Network (EDN) subscriptions
- Esri MapStudio
- Esri Maps Products
- Esri Roads and Highways
- Portal & Hosted Portal for ArcGIS

In an effort to support diversity in federal contracting, Esri has authorized certain small businesses (see GSA Advantage! for details) as resellers of the following Esri products to eligible entities purchasing under a GSA Schedule. Esri GSA resellers cannot sell Esri software to state or local entities:

- ArcGIS for Aviation
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime: Bathymetry
- ArcGIS for Maritime: Charting
- ArcGIS for Server and extensions
- Esri Business Analyst Server
- Esri Defense Mapping
- Esri Production Mapping

Esri distributes certain software licenses, ***excluding those listed above***, through open-market value-added resellers and distributors. If you have further questions, please contact me at 909-793-2853, extension 1-1990.

Jackie Ricks

Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 09/14/2015
To: Tammy McCulley
Organization: County of Williamson
Information Technology Dept
Fax #: 512-943-1488 **Phone #:** 512-943-1489

From: Barbara Walker
Fax #: 909-307-3083 **Phone #:** 909-793-2853 Ext. 3936
Email: bwalker@esri.com

Number of pages transmitted (including this cover sheet): 6

Quotation #25705343
Document Date: 09/14/2015

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
http://www. esri.com/apps/products/maintenance/qualifying.cfm

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
http://www. esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

esri®
380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 09/14/2015 **Quotation Number:** 25705343

Send Purchase Orders To:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Barbara Walker

Please include the following remittance address on your Purchase Order:
Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

County of Williamson
Information Technology Dept
301 SE Innerloop Ste 105
Georgetown TX 78626
Attn: Tammy McCulley

Customer Number: 337154
For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	3,000.00	3,000.00
1010	2	52385 ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 06/01/2016 End Date: 12/13/2016	642.63	1,285.25
2010	1	52385 ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	1,200.00	1,200.00
3010	4	52385 ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	1,200.00	4,800.00
4010	1	86497	1,500.00	1,500.00

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Barbara Walker **Ext:** 3936 [CSBATCHOOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

esri®
380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 09/14/2015 **Quotation Number:** 25705343

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS for Desktop Standard Concurrent Use Primary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016		
5010	3	86500 ArcGIS for Desktop Standard Concurrent Use Secondary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	1,200.00	3,600.00
6010	1	87194 ArcGIS for Desktop Basic Concurrent Use Primary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	700.00	700.00
7010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	500.00	500.00
8010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	500.00	500.00
9010	1	92774 ArcGIS Tracking Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	500.00	500.00
10010	2	87192 ArcGIS for Desktop Basic Single Use Primary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	400.00	800.00
11010	13	87193 ArcGIS for Desktop Basic Single Use Secondary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	300.00	3,900.00
12010	1	98134 ArcGIS Data Interoperability for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	500.00	500.00
13010	1	100571	500.00	500.00

380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 09/14/2015 **Quotation Number:** 25705343

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016		
14010	1	100572 ArcGIS Network Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	200.00	200.00
17010	1	108562 Esri Developer Network (EDN) Standard Term License	1,500.00	1,500.00
18010	3	109216 ArcGIS for Server Enterprise Standard Up to Four Cores Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	5,000.00	15,000.00
19010	1	114511 ArcPad Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	250.00	250.00
20010	1	134779 ArcGIS GeoEvent Extension for Server Enterprise Standard Up to Four Cores Maintenance Start Date: 12/14/2015 End Date: 12/13/2016	2,500.00	2,500.00

Subtotal		42,735.25
Estimated Tax		0.00
Total	**$**	**42,735.25**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

{CSBATCHDOM}

380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 09/14/2015 **Quotation Number:** 25705343

Item	Qty	Material#		Unit Price	Extended Price
			The following items are optional items listed for your convenience.		
			These items are not included in the totals of this quotation.		
1		99818	Optional Developer Support for Esri Developer Network (EDN) Subscribers Pack Quantity 10 Incidents	2,000.00	2,000.00
1		99946	Esri Developer Network (EDN) Optional at Esri Site 5 Days per Seat Instructor Led Training	2,420.00	2,420.00

[SBA TCHDOM]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 09/14/2015 **Quotation No:** 25705343 **Customer No:** 337154

Item	Qty	Material#	Unit Price	Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

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In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of $_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

_____ _____
Signature of Authorized Representative Date

_____ _____
Name (Please Print) Title

[CSBATCHDOM]

Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

11/18/15

Williamson County Commissioners Court

Re: Sole Source request from Information Technology department for ESRI software maintenance of GIS software

Dear County Judge and Commissioners,

Recently our county Information Technology department made a request for the **sole source purchase of software maintenance for our GIS software that is proprietary and supported by only Environmental Systems Research Institute (ESRI)**. After reviewing all documentation requested and provided by the Information Technology department**, I recommend qualifying this request as a sole source purchase per Texas Local Government Code section 262.003.**

The process has included the following:

- A signed Sole Source Justification Request submitted by Tammy McCulley
- A written quote provided by the supplier
- A letter of justification from the supplier, establishing why they their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Jay Schade, Sr. Director of Technology Services

If you have any questions or concerns, please contact me at any time.

Sincerely,

Max Bricka
Williamson County
Purchasing Agent / Director

WILLIAMSON COUNTY
512.943.1555 Fax 512.943.1575
mbricka@wilco.org www.wilco.org
901 S. Austin Ave.
Georgetown, Texas 78626

Commissioners Court - Regular Session **37.**

Meeting Date: 12/01/2015

Advertise Professional Engineering Design Services Repair San Gabriel Ranch Road

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive qualifications for Professional Engineering Design Services for Repair of San Gabriel Ranch Road, RFQ # 1511-030.

Background

This RFQ is to provide professional Engineering design and construction administration services for the proposed repair of San Gabriel Ranch Road at the Lackey Creek Pond bypass overflow.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Packet San Gabriel 1511-030

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Max Bricka	11/23/2015 10:31 AM
County Judge Exec Asst.	Wendy Coco	11/23/2015 11:09 AM
Form Started By: Connie Singleton		Started On: 11/20/2015 03:04 PM
Final Approval Date: 11/23/2015		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Professional Engineering Design Services Repair of San Gabriel Ranch Road

QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE:
Dec 29, 2015 3:30:00 PM CST
QUALIFICATIONS WILL BE PUBLICLY OPENED:
Dec 29, 2015 3:30:00 PM CST

Notice is hereby given that sealed Qualifications for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive Qualifications. Specifications for this RFQ may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of the Qualifications.

All electronic Qualifications must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Qualification in accordance with the Instructions and General Requirements, Format, Specifications, and Definitions, Terms and Conditions stated in this RFQ.

Respondents are strongly encouraged to carefully read this entire RFQ.

Electronic Qualifications are requested, however paper qualifications will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

- ✓ If mailed or delivered in person, Qualifications and Qualification addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department
Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."

- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.

- ✓ **Williamson County will not accept any Qualifications received after the submittal deadline, and shall return such Qualifications unopened to the Respondent.**

- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.

- ✓ Facsimile transmittals will NOT be accepted.

- ✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.

- ✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.

- ✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.

- ✓ Any addenda and/or other information relevant to the RFQ will be posted on www.bidsync.com.

- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1511-030
Professional Engineering Design Services Repair of San Gabriel Ranch Road

Bid Number	**1511-030**
Bid Title	**Professional Engineering Design Services Repair of San Gabriel Ranch Road**
Bid Start Date	**In Held**
Bid End Date	**Dec 29, 2015 3:30:00 PM CST**
Question & Answer End Date	**Dec 17, 2015 5:00:00 PM CST**
Bid Contact	**Connie Singleton** **512-943-1553** **csingleton@wilco.org**
Contract Duration	**One Time Purchase**
Contract Renewal	**Not Applicable**
Prices Good for	**Not Applicable**

Bid Comments

Williamson County is seeking a firm to provide professional engineering services for the repair of approximately 500 foot section of San Gabriel Ranch Road which was severely undermined by recent flood events.
REQUIRED DOCUMENTS

BID CHECK LIST

If entering an electronic bid in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM.

At a minimum, the SOQ should contain:
1. An organizational chart listing all firms to be used. Identify the individuals within each firm that will perform tasks and identify which tasks they will perform. A listing of an individual shall be considered as a commitment that that individual will be made available to perform the tasks indicated on this project. For staffing purposes, assume the notice to proceed will be issued in January 2016.

2. Resumes of team members proposed for these services. Include position, education level, professional credentials, qualifications and related experience.

3. Examples of similar renovation projects

4. Must respond to each criteria listed in the Evaluation Criteria section of the RFQ.

5. Conflict of Interest Statement

6. Debarment and Licensing Certification

If delivering a paper bid the above listed documents must be completed and sent in a sealed envelope and delivered to:
Williamson County Purchasing
Attn: RFQ1511-030 A/E Design Repair San Gabriel Ranch Road
901 South Austin Ave
Georgetown, TX 78626.

DO NOT ENTER PARTIALLY ON BIDSYNC AND PARTIAL ON PAPER.
Insurance Requirements

The following coverage limits shall be required at a minimum:

Worker's Compensation - Statutory – Texas Law

Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage:

Comprehensive General Liability $1,000,000 per occurrence
Aggregate policy limits $2,000,000

Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage:

Bodily Injury and Property Damage $500,000 per occurrence
Aggregate policy limits $1,000,000

Professional Liability Errors and Omissions Insurance:
Professional Liability Errors and Omissions $1,000,000 per claim

Item Response Form

Item **1511-030--01-01 - ATTACH ALL DOCUMENTATION TO THIS LINE ITEM**
Quantity **1 each**
Prices are not requested for this item.
Delivery Location **Williamson County, Texas**
No Location Specified

Qty 1

Description
Make sure all documents are included in your response.
1. An organizational chart listing all firms to be used. Identify the individuals within each firm that will perform tasks and identify which tasks they will perform. A listing of an individual shall be considered as a commitment that that individual will be made available to perform the tasks indicated on this project. For staffing purposes, assume the notice to proceed will be issued in January 2016.

2. Resumes of team members proposed for these services. Include position, education level, professional credentials, qualifications and related experience.

3. Examples of similar renovation projects

4.Must respond to each criteria listed in the Evaluation Criteria section of the RFQ.

5.Conflict of Interest Statement
6. Debarment and Licensing Certification

GENERAL INFORMATION AND SPECIFICATIONS

GENERAL
Williamson County is seeking a Statement of Interest and Qualifications from experienced firms to provide professional Engineering design and construction administration services for the proposed repair of San Gabriel Ranch Road at the Lackey Creek Pond bypass overflow (SGR).

DESCRIPTION OF PROJECT
Williamson County is seeking a firm to provide professional engineering services for the repair of approximately 500 foot section of San Gabriel Ranch Road which was severely undermined by recent flood events.

TECHNICAL EXPERTISE
Engineer means a person registered as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code,

At a minimum the technical areas of services required are: Civil and Geotechnical engineering.

SCOPE OF SERVICES REQUESTED
The Scope of Services is anticipated to be divided into the following three phases:

- Design Phase
- Bidding or Negotiation Phase
- Construction Administration Phase

The phases are further outlined as follows:

Design Phase:
The Design Phase is scheduled to not exceed two months from the date of the County's written approval of the Schematic.

1. Prepare Design Documents, including plans, specifications and estimates. Cost estimates shall include, at a minimum, all construction and utilities adjustments necessary to provide a functional facility.
2. Make presentations to County staff, elected officials and neighborhood groups.
3. Obtain any necessary approvals from review and permitting authorities.

Bidding or Negotiation Phase

1. Prepare bid package.
2. Oversee Pre-Bid Meeting & prepare addendums (as needed).
3. Review bids and provide written recommendation(s) to staff.
4. Oversee Pre-Construction Meeting.
5. Prepare addenda; review prior approval requests.
6. Make recommendations on Bids/Proposals received.

Construction Administration Phase
The Engineer shall:

1. Attend pre-construction conferences.
2. Shop drawing and submittal review.
3. Provide site observations/inspections to ensure Contractor is performing in compliance with plans and specifications.
4. Answer Contractor's RFI's to resolve field/design issues.
5. Review Contractor's Applications for Payment and recommend for approval.
6. Provide substantial and final completion inspections and prepare punch lists.
7. Review, approve, and provide a final report of inspections.
8. Provide independent estimates on Proposed Change Orders. Williamson County will negotiate Change Orders with the Contractor and the A/E will provide support.
9. Review "as-built" drawings and edit for accuracy.

Basic Understanding

Selected Engineer shall represent Williamson County as their agent in any required approvals processes, presentations, or meetings, and promote Williamson County's best interests. The Engineer is responsible for submitting and presenting a minimum of one progress package when the design is essentially fifty percent complete.

Proposal Format and Due Date

Open format is acceptable. Please be succinct and respond to each criteria listed in the Evaluation Criteria section of the RFQ. Please respond in the order the evaluation criteria is listed in the RFQ.

At a minimum, the SOQ should contain:

1. An organizational chart listing all firms to be used. Identify the individuals within each firm that will perform tasks and identify which tasks they will perform. A listing of an individual shall be considered as a commitment that that individual will be made available to perform the tasks indicated on this project. For staffing purposes, assume the notice to proceed will be issued in January 2016

2. Resumes of team members proposed for these services. Include position, education level, professional credentials, qualifications and related experience.

3. Examples of similar renovation projects

EVALUATION CRITERIA

Each Statement of Qualification (SOQ) received in response to this Request for Qualifications will be subject to the same review and assessment process. SOQs will be evaluated on the basis of the technical capability and experience presented in the SOQ.

All respondents submitting qualifications shall be evaluated using the following score sheet:

Evaluation Criteria:	Maximum Score Points	Please select a **Whole Number from the list provided** for each question. (Decimal scoring or unlisted rating scores are not permitted.)	Vendor 1	Vendor 2	Vendor 3	Vendor 4
Engineer's Firm's Experience / Qualifications with similar facility components	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL Requirements 6 = Marginally Meets Requirements 1 = Does Not Meet Requirements				
Engineer's Project Manager's Experience / Qualifications with similar facility components	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL Requirements 6 = Marginally Meets Requirements 1 = Does Not Meet Requirements				
Individuals on project team's Experience / Qualifications with similar facility components	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL Requirements 6 = Marginally Meets Requirements 1 = Does Not Meet Requirements				
Understanding of project	30	30 = Significantly Exceeds Requirements 24 = Exceeds Requirements 18 = Meets ALL Requirements 12 = Marginally Meets Requirements 1 = Does Not Meet Requirements				
Total Evaluation Points	**75**	**Total**	0	0	0	0

SELECTION

Respondents are advised that the selection committee, at its option, may recommend a contract strictly on the basis of the initial SOQs and/or may have interviews with some or all of the respondents to determine its final recommendation. Interviews, if held, are tentatively scheduled for January 14, 2016 with notification of firms to be interviewed, if held, prior to January 5, 2016. The selection committee will present its recommendation to the Williamson County Commissioners Court for approval.

Type of Contract

When the evaluation process is completed and the successful Respondent is determined, award of contract will be made. The successful Respondent shall be required to execute a formal contract/agreement at Williamson County's offices in Georgetown, Texas within ten (10) days after being notified in writing of the selection. Williamson County's required form of Agreement for Architectural and/or Engineering Services may be obtained by going to http://www.bidsync.com or by requesting a copy from the Williamson County Purchasing Department by email at purchase@wilco.org. The only anticipated changes to the Agreement for Architectural and/or Engineering Services will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Agreement for Architectural and/or Engineering Services to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. Because the signed Agreement for Architectural and/or Engineering Services will be substantively and substantially derived from the said agreement, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the said Agreement for Architectural and/or Engineering Services ***before*** submitting a response to this RFQ. Again, the Agreement for Architectural and/or Engineering Services contains important legal provisions and is considered part and parcel of this RFQ. Failure or refusal to sign aforesaid agreement shall be grounds for

Williamson County to revoke any selection of the respondent, forfeit of such respondent's bid security, if applicable, and force the selection of another respondent.

COMPENSATION INFORMATION; FEES AND CONTRACT AWARD

Fee negotiations will be initiated once the top respondent is selected. If negotiations for acceptable fees are not successful, another respondent will be selected and negotiations will be initiated with the second respondent. The contract award will be made by the Williamson County Commissioners Court.

1. Submittal Format and Delivery of Statements of Qualifications

Williamson County uses BidSync to distribute and receive bids, proposals and Statements of Qualifications. Statements of Qualifications can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Statements of Qualifications and Statements of Qualifications addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:
Williamson County Purchasing Department
Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

Williamson County will not accept any Statements of Qualifications received after the submittal deadline, and shall return such Statements of Qualifications unopened to the Respondent.
Williamson County will not accept any responsibility for Statements of Qualifications being delivered by third party carriers.
Statements of Qualifications will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.
Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Statement of Qualifications" Enclosed."

Each firm/team should follow the format outlined in the Qualification Section. Failure by the firm/team to submit documentation in the required format may disqualify the firm/team from further consideration. Each firm/team shall submit one (1) signed and dated original (marked original) with six (6) individually bound copies (marked copy) and one (1) electronic copy of the required documentation on a thumb drive. The response should be in separate loose leaf binders or spiral bound on one sided (8 ½ x 11 inch) sized white paper, 12 pitch font, and tab-indexed corresponding to the sections outlined in the Qualifications Section. Include only the information specified for each section. Responses should be limited to ten (10) pages, not including tab-indexed pages. The response must be sealed and clearly identified and marked

2. General Information

2.1 Additional Information

The County reserves the right to request further information or documentation, and to discuss an RFQ for any purpose in order to answer questions or to seek clarification on any aspect of the submission.

2.2 Respondent's Acceptance

By submitting a response to this RFQ, the firm/team certifies that it has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

2.3 Texas Public Information Act

Williamson County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.4 Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

2.5 Williamson County Conflict of Interest Statement

On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by Williamson County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity **Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5

Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named hereinbelow and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default;
(e) Is registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Printed name of Certifying Official

Title of Certifying Official

, 20

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by the of , on behalf of said Firm.

Notary Public in and for the
State of Texas

My commission expires:

Question and Answers for Bid #1511-030 - Professional Engineering Design Services Repair of San Gabriel Ranch Road

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **38.**

Meeting Date: 12/01/2015

Award Geotechnical Engineering North Campus

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to award Geotechnical Engineering for Williamson County North Campus Facilities, RFQ# 1507-012 to Balcones Geotechnical PLLC, the firm determined to be most qualified after evaluation of responses and approve execution of contract.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation

Evaluations

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Max Bricka	11/20/2015 03:42 PM
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:04 AM
Form Started By: Connie Singleton		Started On: 11/20/2015 03:04 PM
Final Approval Date: 11/23/2015		

WILLIAMSON COUNTY
1848

TRANSMITTAL

TO: County Judge Dan Gattis DATE: November 20, 2015

FROM: Robert B. Daigh, PE, Sr. Director of Infrastructure

RE: Balcones Geotechnical – Geotechnical Engineering Services for the North Campus Facilities

Enclosed for your consideration and execution are two originals of a partially executed Geotechnical Engineering Service Agreement for Geotechnical Engineering Services with Balcones Geotechnical PLLC. in the amount of $65,000.00.

These have been reviewed by the Legal and Audit Department and have been submitted for inclusion on the **December 1st agenda**.

After execution, please contact Sarah Ramos by phone (943-3338) or email sramos@wilco.org and she will make arrangements to pick up the executed documents. Please call if you have any questions. Thank you.

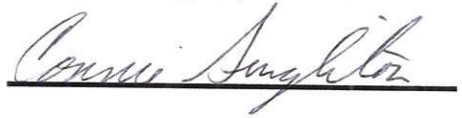
Department of Infrastructure
3151 SE Inner Loop, Suite B
Georgetown, TX 78626
Telephone (515) 943-3330
Fax (512) 943-3335

Geotechnical Engineering for Williamson County
NORTH CAMPUS
Evaluation
RFQ 1507-012

Evaluation Criteria	Points	Alpha	Apex	Balcones	Drash	Fugro	Kleinfelder	MLA	PSI	RABA	Terracon
Experience and capability in providing geotechnical services	40	20	20	35	27	20	35	35	35	32	10
Knowledge and experience with Williamson County soils	20	15	10	17	14	10	15	15	15	15	10
Experience providing foundation recommendations for multi-story structures.	40	20	15	35	32	20	35	35	35	32	10
TOTAL	100	55	45	87	73	50	85	85	85	79	30

Date: **September 18, 2015**

Purchasing Representatives



Voting

Evaluation Committee Members	Department
Bob Daigh	Infrastructure
Kelly Morrelli	Road and Bridge
Terron Evertson	Road and Bridge
Dale Butler	Facilities
George Mayfield	Road and Bridge

Geotechnical Engineering for Williamson County
NORTH CAMPUS
Evaluation
RFQ 1507-012

Evaluation Criteria	Points	Balcones	Drash	Kleinfelder	MLA	PSI	RABA
Experience of Project Manager	30	30	20	20	20	20	20
Experience of Team Members	30	25	20	20	20	20	20
Experience of Firm on local projects	20	20	5	10	20	10	10
Availability & accessibility of the project manager & team	20	20	5	20	10	20	20
TOTAL	100	95	50	70	70	70	70

Date: **September 24, 2015**

Purchasing Representatives

Connie Singleton

Voting

Evaluation Committee Members	Department
Bob Daigh	Infrastructure
Kelly Morrelli	Road and Bridge
Terron Evertson	Road and Bridge
Dale Butler	Facilities
George Mayfield	Road and Bridge

WILLIAMSON COUNTY
CONTRACT FOR
GEOTECHNICAL ENGINEERING SERVICES

ENGINEER: **Balcones Geotechnical PLLC** **("Engineer")**
ADDRESS: **5926 Balcones Drive, Suite 230, Austin, TX 78731**
PROJECT: Geotechnical Engineering Services for Williamson County North Campus Facilities **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR GEOTECHNICAL ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution herein below, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional Geotechnical Engineering Services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional Geotechnical Engineering Services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. National Environmental Policy Act (NEPA)
B. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
C. Americans with Disabilities Act (ADA) Regulations
D. U.S. Army Corps Regulations
E. International Building Code, current edition as updated
F. Williamson County Design Criteria & Project Development Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
GEOTECHNICAL ENGINEERING SERVICES

Engineer shall perform Geotechnical Engineering Services as identified in **Exhibit B** entitled "Geotechnical Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Geotechnical Engineering Services. 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, definite review times by County and Engineer of all Geotechnical Engineering Services 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 Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the 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. Should the review times or Geotechnical Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Geotechnical Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Geotechnical Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Geotechnical Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Geotechnical Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Geotechnical Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Geotechnical Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Geotechnical Engineering Services required under this Contract in a professional manner.

C. Commencement of Geotechnical Engineering Services. After execution of this Contract, Engineer shall not proceed with Geotechnical Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Geotechnical Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Geotechnical Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Sixty five thousand and no/100 Dollars ($_$65,000.00_)** (the "Compensation Cap"), 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. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Geotechnical Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Geotechnical Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Geotechnical Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Geotechnical Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Geotechnical Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be

in a format acceptable to County. Satisfactory progress of Geotechnical Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursable) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Geotechnical Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Facilities Maintenance Department, to the attention of the Director. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Facilities Maintenance Department in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Geotechnical Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Geotechnical Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Geotechnical Engineering Services actually provided and performed.[1] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Geotechnical Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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[1] *See also,* Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor 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.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Geotechnical Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[2] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF GEOTECHNICAL ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Geotechnical Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Geotechnical Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

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[2] *See* Art. 6, *supra.*

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Facilities Maintenance Dept.
Attn: Gary Wilson, Director of Facilities Division
3101 SE Inner Loop
Georgetown, Texas 78620

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

John A. Wooley, PE
Balcones Geotechnical PLLC
5926 Balcones Drive, Suite 230
Austin, TX 78731

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Geotechnical Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Geotechnical Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Geotechnical Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Geotechnical Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Geotechnical Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Geotechnical Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Geotechnical Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Geotechnical Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Geotechnical Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Geotechnical Engineering Services performed and reimbursable expenses incurred, provided such Geotechnical Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Geotechnical Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Geotechnical Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Geotechnical Engineering Services, and/or during periods when Geotechnical Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL GEOTECHNICAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Geotechnical Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Geotechnical Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Geotechnical Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Geotechnical Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Geotechnical Engineering Services, a written Work Authorization, which sets forth the Additional Geotechnical Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Geotechnical Engineering Services not directly associated with the performance of the Geotechnical Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED GEOTECHNICAL ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Geotechnical Engineering Services or parts thereof which involve changes to the original Geotechnical Engineering Services or character of Geotechnical Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Geotechnical Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Geotechnical Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Geotechnical Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Geotechnical Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Geotechnical Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer,

including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Geotechnical Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Geotechnical Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Geotechnical Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Geotechnical Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Geotechnical Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Geotechnical Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Geotechnical Engineering Services, and adequate and sufficient personnel and equipment to perform the Geotechnical Engineering Services as required. 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 reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Geotechnical Engineering Services shall immediately be removed from association with the Project when so instructed by County.

Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Geotechnical Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Geotechnical Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF GEOTECHNICAL ENGINEERING SERVICES

Engineer's Geotechnical Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Geotechnical Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Geotechnical Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Geotechnical Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Geotechnical Engineering Services for compliance with this Contract. If necessary, the completed Geotechnical Engineering Services shall be returned to Engineer, who shall perform any required Geotechnical Engineering Services and resubmit it to County. This process shall be repeated until the Geotechnical Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Geotechnical Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work 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 Final Approval shall be paid for as Additional Geotechnical Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Geotechnical Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County 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.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE GEOTECHNICAL ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Geotechnical Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Geotechnical Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due

and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Geotechnical Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Geotechnical Engineering Services at termination will be based on a percentage of the Geotechnical Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Geotechnical Engineering Services to the date of default, the amount of Geotechnical Engineering Services required which was satisfactorily completed to date of default, the value of the Geotechnical Engineering Services which are usable to County, the cost to County of employing another firm to complete the Geotechnical Engineering Services required and the time required to do so, and other factors which affect the value to County of the Geotechnical Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Geotechnical Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Geotechnical Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Geotechnical Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Geotechnical Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO

CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Geotechnical Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate Geotechnical Engineering submissions to County in accordance with the Texas Geotechnical Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $1,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in

favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000.00 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. 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.

F. Certification of Coverage. 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. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements.

Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Facilities Maintenance Dept.
   Attn: Gary Wilson, Director of Facilities Division
   3101 SE Inner Loop
   Georgetown, Texas 78620

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Geotechnical Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, 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 Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further 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.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Facilities Maintenance Dept.
Attn: Gary Wilson, Director of Facilities Division
3101 SE Inner Loop
Georgetown, Texas 78620

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: John A. Wooley, PE
Balcones Geotechnical PLLC
5926 Balcones Drive, Suite 230
Austin, TX 78731

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Geotechnical Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional Geotechnical Engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and

in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. 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 Contract, 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 Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

K. No Waiver of Immunities. Nothing in this Contract 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract 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.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the

applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by

the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20____

ENGINEER

BALCONES GEOTECHNICAL PLLC

By _____

Printed Name: John A. Wooley, PE

Title: Principal

Date: Nov. 18, 2015

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A**	Debarment Certification
(2) **Exhibit B**	Geotechnical Engineering Services
(3) **Exhibit C**	Work Authorization
(4) **Exhibit D**	Rate Schedule
(5) **Exhibit E**	Williamson County Vendor Reimbursement Policy
(6) **Exhibit F**	Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

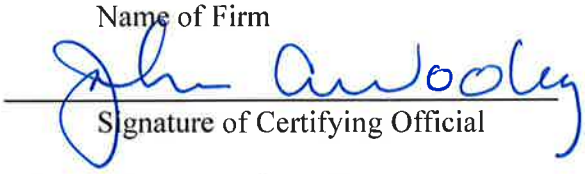
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

BALCONES GEOTECHNICAL, PLLC
Name of Firm



Signature of Certifying Official

John A. Wooley, PE
Printed Name of Certifying Official

Principal
Title of Certifying Official

Nov. 18, 2015
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by John A. Woolley the Principal of Balcones Geotechnical on behalf of said firm.

AMBER TREVINO
MY COMMISSION EXPIRES
February 11, 2019

Notary Public in and for the
State of Texas

My commission expires: 2/11/2019

EXHIBIT B

GEOTECHNICAL ENGINEERING SERVICES
Balcones Geotechnical, PLLC

The Project will include construction of multiple new small service buildings, sheds and awnings on the existing Central Maintenance facility. The new buildings will include an EMS vehicle support center, vehicle sheds, vehicle inspection building, radio shop, impound yard, facilities storage shed, and modifications to the existing fuel station and awning addition to the existing maintenance building.

The geotechnical investigation for the Project will include field, laboratory, and Geotechnical Engineering phases. The scope of services is set out in the three study phases, a cost estimate, and an estimated schedule.

Field Investigation

Based on available geologic information and previous work in the area, the Project site is underlain by Eagle Ford shale. Surficial soils likely consist of highly plastic, potentially expansive clay. Engineer will perform the following drilling scope:

- 17 borings to depths of 25 to 35 feet within proposed structure footprints;
- 9 borings to 10 foot depth within the proposed parking and driveway areas;
- 2 borings to 15 ft depth at the detention pond location north of Southeast Inner Loop; and
- As many as 4 deep confirmatory borings should any structure locations change dramatically.

A site plan showing the proposed boring locations is attached on Plate 1. Total drilling footage will be about **770 feet.**

Laboratory Testing

Laboratory index tests (natural water contents, Atterberg limits, and partial gradation analyses) will be performed to classify soil strata and evaluate plasticity. Unconfined compression and triaxial compression tests will be conducted on selected undisturbed clay or rock specimens to evaluate the compressive and shear strength of the subsurface strata. Swell tests will also be performed on high plasticity soils to develop an understanding of soil swell potential. Soluble sulfate tests will be performed on soils from proposed parking areas.

Geotechnical Engineering Report

Geotechnical engineering analyses of the results of the field and laboratory data will be made to develop recommendations for design of the building and miscellaneous structures, and the detention pond. If warranted, we can compile a preliminary report with preliminary findings

before finalizing our recommendations. Engineer's final report of the investigation will include the following:

1. General subsurface conditions, including boring logs with descriptions of strata, summaries of laboratory test results, and water levels obtained at the time of drilling;
2. Boring location plan;
3. Recommended foundation design type (shallow foundations option on a select fill pad and/or deep foundations) and structural design parameters to be used by the structural engineer in design of foundations;
4. Recommendations for construction of slab on ground foundations including any special procedures that might be required to mitigate foundation heave;
5. Laboratory index and sulfate test results for use by County in pavement thickness design; and
6. Recommendations for site preparation and site work necessary to properly construct the foundations, including selection and compaction of select fill materials.

One digital (PDF) copy of the report will be submitted unless otherwise requested.

Construction Phase Services

As requested, Engineer will make individual site visits during foundation installation for each structural foundation. The purpose of the site visit will be to confirm proper implementation of our foundation recommendations and to assure proper penetration of required bearing stratum.

Cost Estimate

Based on the scope of work outlined, Engineer estimates a fee of **$60,000** to conduct this investigation. The breakdown of Engineer's estimated fee is presented below:

Field Investigation - Staking and clearing borings, mob and drilling	$ 22,200.00
- Provisional Confirmatory borings (4 to 35 feet)	$ 4,950.00
Laboratory Investigation – Classification, Swell and Strength Tests	$ 7,500.00
Technical Services - Drafting and Report Preparation	$ 4,850.00
Meetings and Coordination	$ 3,500.00
Geotechnical Engineering - Analyses, Recommendations and Report	$ 12,500.00
Total Report Cost Estimate	**$ 55,500.00**
Construction Phase Services	**$ 4,500.00**

TOTAL COST ESTIMATE $ 60,000.00

Please note that this cost estimate includes provisional services that trigger only if buildings are relocated.

The estimated fee is based on the following:

1. Boring locations will be accessible with truck-mounted drilling equipment;
2. An electronic copy of a site plan showing the location of the structure is provided for preparing our Boring Location Plan;
3. The boring locations will be located in the field by our field crew and we will clear utilities prior to drilling by calling in locations to One-Call;
4. Right of entry and access will be provided by others; and
5. All of the provisional borings are in fact needed. If not, the fee would be reduced accordingly.

The fee may be exceeded if site conditions are significantly different than anticipated or changes in work are required or requested. However, the maximum fee will not be exceeded without the County's prior written authorization as required by the Contract. Required additions to the above scope of services would be invoiced in accordance with the terms of the Contract.

Schedule

Weather and site conditions permitting, field operations can start within two weeks after formal authorization to proceed. Borings will take five or six days to complete. Under normal circumstances, laboratory testing and report preparation will take an additional four to six weeks to complete. Engineer will keep County verbally informed of our findings as they become available.

PLATE 1
NORTH CAMPUS
SITE PLAN
SE INNER LOOP
WILLIAMSON COUNTY
3151 S.E. INNER LOOP
CENTRAL MAINTENANCE
FACILITIES
STORAGE
SHED
SAND STORAGE
SHED
MAINTENANCE
AWNING
FUELING
STATION
MODIFICATIONS
IMPOUND
YARD
RADIO
SHOP
EMS TRAINING
AMBULANCE/HAZMAT
VEHICLE SUPPORT
CENTER
VEHICLE
INSPECTION
BUILDING
VEHICLE
SHEDS
VEHICLE
SHEDS
B-1
B-2
B-3
B-4
B-5
B-6
B-7
B-8
B-9
B-10
B-11
B-12
B-13
B-14
B-15
B-16
B-17
B-18
B-19
P-1
P-2
P-3
P-4
P-5
P-6
P-7
P-8
P-9

EXHIBIT C

WORK AUTHORIZATION
(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: Geotechnical Engineering Services for Williamson County North Campus

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Geotechnical Engineering Services, being dated _____ ____, 20____ and 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 Geotechnical Engineering Services set forth in Attachment "B" of this Work Authorization.

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 Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Geotechnical Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Balcones Geotechnical
5926 Balcones Drive, Suite 230 Austin, Texas 78731 Phone: 512-380-9969
TBPE Firm Registration F-15624

FEE SCHEDULE FOR GEOTECHNICAL FIELD, LABORATORY AND ENGINEERING SERVICES

1.	**Field Investigation**			
1.1.	Mobilization and demobilization, per mobilization			
1.1.1	Drill truck, water truck, pickup, and crew	$	3.75/mile
1.1.2	All-terrain drill rig, pickup, and crew	$	6.00/mile
1.2.	All-terrain vehicle with drill rig (additional charge)	$	600.00/day
1.3.	Drilling and sampling		
1.3.1	Drilling and sampling with 3-inch, thin-walled tube sampler, continuous to 10.0 ft, 5.0-ft intervals thereafter	$	20.00/foot
1.3.2	Continuous drilling and sampling with 3-inch, thin-walled tube sampler or split-spoon sampler for environmental screening	$	32.00/foot
1.4.	Standard penetration tests	$	20.00/each
1.5.	TxDOT cone penetration tests	$	28.00/each
1.6.	Rock coring, NX or similar core barrel		
1.6.1	Drilling in soft rock (Austin Chalk, Eagle Ford Shale, etc.)	$	27.50/foot
1.6.2	Drilling in hard rock or cavitated rock (Edwards, Buda, Glen Rose, Georgetown, and Walnut Formations)	$	29.50/foot
1.7.	Wash or auger borings drilled and logged from cuttings:		
1.7.1	Soil	$	13.00/foot
1.7.2	Rock	$	19.00/foot
1.8.	Casing of boreholes	$	15.00/foot
1.9.	Hourly charges for boring layout, excessive time spent gaining access to boring locations, backfilling boreholes, cleaning up site, installing piezometers, and for other reasons beyond our control	$	185.00/hour
1.10.	Rental of concrete core drilling equipment or equipment to gain site access, or traffic control devices		Cost
1.11.	Materials for piezometers, grouting, etc.		Cost
1.12.	Surveying or other outside contractors		Cost
1.13.	Traffic control		Upon Request
1.14.	Per diem for out-of-town assignments, per person	$	125.00/night
1.15	High-pressure steam cleaner	$	400.00/day
1.16	OVA meter		Upon Request
1.17	Steel drums for drill cuttings (delivered)	$	75.00/each
1.18	Plugging boreholes with bentonite/concrete slurry	$	8.00/foot
1.19	Cone penetrometer testing	$	3,250.00/day
2.	**Laboratory Tests**		
2.1.	Natural water content and soil classification	$	15.00/each

2.2	Plastic and liquid limits	$	85.00/each
2.3.	Free swell test	$	85.00/each
2.4.	Pressure swell test	$	135.00/each
2.5.	Uniaxial pressure-strain test	$	60.00/each
2.6.	Sieve analysis (No. 4, 40, and 200 sieves)	$	65.00/each
2.7.	Percent material passing a single sieve	$	45.00/each
2.8.	Minus No. 200 sieve	$	45.00/each
2.9.	Hydrometer analysis	$	200.00/each
2.10.	Unit dry weight determination and natural water content	$	18.00/each
2.11.	Unconfined compression test, soil	$	65.00/each
2.12.	Unconfined compression test, rock	$	75.00/each
2.13.	Unconsolidated-undrained triaxial compression test	$	95.00/each
2.14.	Standard Proctor (ASTM D-698) compaction test	$	230.00/each
2.15.	Modified Proctor (ASTM D-1557) compaction test	$	230.00/each
2.16.	TxDOT (TEX-113-E) compaction test	$	240.00/each
2.17.	California Bearing Ratio (CBR)	$	275.00/point
2.19.	Consolidation test, 7-load increments	$	750.00/each
	Additional load increments	$	100.00/each
2.19.	Permeability of silt or clay	$	250.00/each
2.20.	Specific gravity	$	50.00/each
2.21.	Volumetric shrinkage	$	75.00/each
2.22	Chemical and analytical testing by outside laboratory		Cost

3. **Engineering and Technical Personnel**

3.1.	Senior Consultant/Project Principal	$	225.00/hour
3.2.	Senior Project Manager	$	180.00/hour
3.3.	Project Manager	$	170.00/hour
3.4	Project Engineer	$	135.00/hour
3.5	Project Geologist	$	95.00/hour
3.6	Laboratory Manager	$	95.00/hour
3.7.	Graduate Engineer	$	85.00/hour
3.8.	Senior Engineering Technician	$	75.00/hour
3.9.	Technician and Draftsperson	$	70.00/hour
3.10.	Word Processor	$	50.00/hour

4. **Report Reproduction and Miscellaneous**

4.1.	Outside services, printing, reproduction, etc.		Cost
4.2.	Outside technical assistance		Cost
4.3.	Transportation	$	0.55/mile

Rates for other tests and services quoted on request.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least

thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

The Williamson County Vendor Reimbursement Policy attached hereto as Exhibit "E" shall control in the event there is a conflict between Engineer's Rate Schedule and the Williamson County Vendor Reimbursement Policy.

EXHIBIT E
Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel

expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.

3.6 No meals purchased for entertainment purposes will be allowed.
3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following: 7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to air, hotel and/or car rental
10.13 Auto repairs
10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
10.15 Saunas, massages or exercise facilities
10.16 Credit card delinquency fees
10.17 Doctor bills, prescription and other medical services
10.18 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies
10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Commissioners Court - Regular Session **39.**

Meeting Date: 12/01/2015

Award Geotechnical Engineering for Georgetown Annex

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to award Geotechnical Engineering for Williamson County Georgetown Annex, RFQ# 1507-013 to Balcones Geotechnical PLLC, the firm determined to be most qualified after evaluation of responses and approve execution of contract.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation

Evaluations

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Max Bricka	11/20/2015 03:42 PM
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:04 AM
Form Started By: Connie Singleton		Started On: 11/20/2015 03:08 PM
Final Approval Date: 11/23/2015		

WILLIAMSON COUNTY
1848

TRANSMITTAL

TO: County Judge Dan Gattis DATE: November 20, 2015

FROM: Robert B. Daigh, PE, Sr. Director of Infrastructure

RE: Balcones Geotechnical – Geotechnical Engineering Services for the Georgetown Annex

Enclosed for your consideration and execution are two originals of a partially executed Geotechnical Engineering Service Agreement for Geotechnical Engineering Services with Balcones Geotechnical PLLC. in the amount of $35,000.00.

These have been reviewed by the Legal and Audit Department and have been submitted for inclusion on the **December 1st agenda**.

After execution, please contact Sarah Ramos by phone (943-3338) or email sramos@wilco.org and she will make arrangements to pick up the executed documents. Please call if you have any questions. Thank you.

Department of Infrastructure
3151 SE Inner Loop, Suite B
Georgetown, TX 78626
Telephone (515) 943-3330
Fax (512) 943-3335

Geotechnical Engineering for Williamson County
GEORGETOWN ANNEX
Evaluation
RFQ 1507-013

Evaluation Criteria	Points	Alpha	Apex	Balcones	Drash	Fugro	Kleinfelder	MLA	PSI	RABA	Terracon
Experience and capability in providing geotechnical services	40	20	20	35	27	20	35	35	35	32	10
Knowledge and experience with Williamson County soils	20	15	10	17	14	10	15	15	15	15	10
Experience providing foundation recommendations for multi-story structures.	40	20	15	35	32	20	35	35	35	32	10
TOTAL	100	55	45	87	73	50	85	85	85	79	30

Date: **September 18, 2015**

Purchasing Representatives

Voting

Evaluation Committee Members	Department
Bob Daigh	Infrastructure
Kelly Morrelli	Road and Bridge
Terron Evertson	Road and Bridge
Dale Butler	Facilities
George Mayfield	Road and Bridge

Geotechnical Engineering for Williamson County
GEORGETOWN ANNEX
Evaluation
RFQ 1507-013

Evaluation Criteria	Points	Balcones	Drash	Kleinfelder	MLA	PSI	RABA
Experience of Project Manager	30	30	20	20	20	20	20
Experience of Team Members	30	25	20	20	20	20	20
Experience of Firm on local projects	20	20	5	10	20	10	10
Availability & accessibility of the project manager & team	20	20	5	20	10	20	20
TOTAL	100	95	50	70	70	70	70

Date: **September 24, 2015**

Purchasing Representatives

Voting

Evaluation Committee Members	Department
Bob Daigh	Infrastructure
Kelly Morrelli	Road and Bridge
Terron Evertson	Road and Bridge
Dale Butler	Facilities
George Mayfield	Road and Bridge

WILLIAMSON COUNTY
CONTRACT FOR
GEOTECHNICAL ENGINEERING SERVICES

ENGINEER: **Balcones Geotechnical PLLC** **("Engineer")**
ADDRESS: **5926 Balcones Drive, Suite 230, Austin, TX 78731**
PROJECT: Geotechnical Engineering Services for Williamson County Georgetown Annex **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR GEOTECHNICAL ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution herein below, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional Geotechnical Engineering Services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional Geotechnical Engineering Services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. National Environmental Policy Act (NEPA)
B. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
C. Americans with Disabilities Act (ADA) Regulations
D. U.S. Army Corps Regulations
E. International Building Code, current edition as updated
F. Williamson County Design Criteria & Project Development Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
GEOTECHNICAL ENGINEERING SERVICES

Engineer shall perform Geotechnical Engineering Services as identified in **Exhibit B** entitled "Geotechnical Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Geotechnical Engineering Services. 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, definite review times by County and Engineer of all Geotechnical Engineering Services 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 Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the 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. Should the review times or Geotechnical Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Geotechnical Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Geotechnical Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Geotechnical Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Geotechnical Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Geotechnical Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Geotechnical Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Geotechnical Engineering Services required under this Contract in a professional manner.

C. Commencement of Geotechnical Engineering Services. After execution of this Contract, Engineer shall not proceed with Geotechnical Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Geotechnical Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Geotechnical Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Thirty five thousand and no/100 Dollars ($35,000.00)** (the "Compensation Cap"), 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. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Geotechnical Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Geotechnical Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Geotechnical Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Geotechnical Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Geotechnical Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be

in a format acceptable to County. Satisfactory progress of Geotechnical Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E.** Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursable) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Geotechnical Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Facilities Maintenance Department, to the attention of the Director. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Facilities Maintenance Department in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Geotechnical Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Geotechnical Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Geotechnical Engineering Services actually provided and performed.[1] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Geotechnical Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

[1] *See also,* Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor 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.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Geotechnical Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[2] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF GEOTECHNICAL ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Geotechnical Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Geotechnical Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued

[2] *See* Art. 6, *supra.*

and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Facilities Maintenance Dept.
Attn: Gary Wilson, Director of Facilities Division
3101 SE Inner Loop
Georgetown, Texas 78620

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

John A. Wooley, PE
Balcones Geotechnical PLLC
5926 Balcones Drive, Suite 230
Austin, TX 78731

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business

judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Geotechnical Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Geotechnical Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Geotechnical Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Geotechnical Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Geotechnical Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Geotechnical Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Geotechnical Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Geotechnical Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Geotechnical Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Geotechnical Engineering Services performed and reimbursable expenses incurred, provided such Geotechnical Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Geotechnical Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Geotechnical Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Geotechnical Engineering Services, and/or during periods when Geotechnical Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL GEOTECHNICAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Geotechnical Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Geotechnical Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Geotechnical Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Geotechnical Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Geotechnical Engineering Services, a written Work Authorization, which sets forth the Additional Geotechnical Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Geotechnical Engineering Services not directly associated with the performance of the Geotechnical Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED GEOTECHNICAL ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Geotechnical Engineering Services or parts thereof which involve changes to the original Geotechnical Engineering Services or character of Geotechnical Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Geotechnical Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Geotechnical Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Geotechnical Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Geotechnical Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Geotechnical Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost

or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Geotechnical Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Geotechnical Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Geotechnical Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Geotechnical Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Geotechnical Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Geotechnical Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Geotechnical Engineering Services, and adequate and sufficient personnel and equipment to perform the Geotechnical Engineering Services as required. 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 reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Geotechnical Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for

performance of the Geotechnical Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Geotechnical Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF GEOTECHNICAL ENGINEERING SERVICES

Engineer's Geotechnical Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Geotechnical Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Geotechnical Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Geotechnical Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Geotechnical Engineering Services for compliance with this Contract. If necessary, the completed Geotechnical Engineering Services shall be returned to Engineer, who shall perform any required Geotechnical Engineering Services and resubmit it to County. This process shall be repeated until the Geotechnical Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Geotechnical Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work 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 Final Approval shall be paid for as Additional Geotechnical Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Geotechnical Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County 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.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE GEOTECHNICAL ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.
B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Geotechnical Engineering Services set forth herein in a satisfactory manner.
C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
E. By satisfactory completion of all Geotechnical Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be

paid to Engineer. In determining the value of the Geotechnical Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Geotechnical Engineering Services at termination will be based on a percentage of the Geotechnical Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Geotechnical Engineering Services to the date of default, the amount of Geotechnical Engineering Services required which was satisfactorily completed to date of default, the value of the Geotechnical Engineering Services which are usable to County, the cost to County of employing another firm to complete the Geotechnical Engineering Services required and the time required to do so, and other factors which affect the value to County of the Geotechnical Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Geotechnical Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Geotechnical Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Geotechnical Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Geotechnical Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR

OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Geotechnical Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate Geotechnical Engineering submissions to County in accordance with the Texas Geotechnical Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $1,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional

insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000.00 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. 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.

F. Certification of Coverage. 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. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Facilities Maintenance Dept.
   Attn: Gary Wilson, Director of Facilities Division
   3101 SE Inner Loop
   Georgetown, Texas 78620

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without

obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Geotechnical Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, 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 Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further 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.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Facilities Maintenance Dept.
Attn: Gary Wilson, Director of Facilities Division
3101 SE Inner Loop
Georgetown, Texas 78620

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: John A. Wooley, PE
Balcones Geotechnical PLLC
5926 Balcones Drive, Suite 230
Austin, TX 78731

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Geotechnical Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional Geotechnical Engineering, consulting and related services performed or furnished by Engineer

and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. 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 Contract, 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 Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

K. No Waiver of Immunities. Nothing in this Contract 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract 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.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall

review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20____

ENGINEER

BALCONES GEOTECHNICAL PLLC

By John A. Wooley

Printed Name: John A. Wooley, PE

Title: Principal

Date: Nov. 18 20 15

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Geotechnical Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

BALCONES GEOTECHNICAL, PLLC
Name of Firm

John A. Wooley
Signature of Certifying Official

John A. Wooley, PE
Printed Name of Certifying Official

Principal
Title of Certifying Official

Nov. 18, 2015
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by John A. Wooley the Principal of Balcones Geotechnical on behalf of said firm.

Notary Public in and for the
State of Texas

AMBER TREVINO
MY COMMISSION EXPIRES
February 11, 2019

My commission expires: 2/11/2019

EXHIBIT B

GEOTECHNICAL ENGINEERING SERVICES
Balcones Geotechnical, PLLC

The Project will include a new two-story 50,000 sf building structure, with associated parking and driveway areas and a detention pond. The project site parcel is located off of SE Inner Loop within the Williamson County Justice Center complex. Other existing site facilities include the Juvenile Justice Center, Emergency Services facility, Animal Shelter and Children's Advocacy Center.

The geotechnical investigation for the Project will include field, laboratory, and Geotechnical Engineering phases. The scope of services is set out in the three study phases, a cost estimate, and an estimated schedule.

Field Investigation

Based on available geologic information and previous work in the area, the Project site is underlain by Del Rio clay and Georgetown limestone undivided. Surficial soils likely consist of highly plastic, potentially expansive clay. Groundwater and surface water drainage are also known to be present. Engineer will perform the following drilling scope:

- 5 borings to 30 or 35 feet within the proposed building footprint;
- 4 borings to 10 foot depth within the proposed parking and driveway areas;
- 2 borings to 20 feet within the proposed detention pond area; and
- Up to 3 provisional borings should building location be shifted significantly.

A site plan showing the proposed boring locations is attached on Plate 1. Total drilling footage will be about **350 feet**. We will install groundwater piezometers if we encounter significant groundwater and it is deemed important to our investigation.

Laboratory Testing

Laboratory index tests (natural water contents, Atterberg limits, and partial gradation analyses) will be performed to classify soil strata and evaluate plasticity. Unconfined compression and triaxial compression tests will be conducted on selected undisturbed clay or rock specimens to evaluate the compressive and shear strength of the subsurface strata. Swell tests will also be performed on high plasticity soils to develop an understanding of soil swell potential. Soluble sulfate tests will be performed on soils from proposed parking areas.

Geotechnical Engineering Report

Geotechnical Engineering analyses of the results of the field and laboratory data will be made to develop recommendations for design of the building structure, pavements, and the detention pond. If warranted, we can compile a preliminary report with preliminary findings

before finalizing our recommendations. Engineer final report of the investigation will include the following:

1. General subsurface conditions, including boring logs with descriptions of strata, summaries of laboratory test results, and water levels obtained at the time of drilling;

2. Boring location plan;

3. Recommended foundation design type (shallow foundations option on a select fill pad and/or deep foundations) and structural design parameters to be used by the structural engineer in design of foundations;

4. Recommendations for construction of slab on ground foundations including any special procedures that might be required to mitigate foundation heave;

5. Classification and sulfate test results for use by the County in performing pavement thickness designs;

6. Recommendations for detention pond construction including foundation recommendations for discharge structures, permanent slope configurations, and lateral earth pressure parameters; and

7. Recommendations for site preparation and site work necessary to properly construct the foundations including selection and compaction of select fill material(s).

One digital (PDF) copy of the report will be submitted unless otherwise requested.

Construction Phase Services.

As requested, Engineer will provide limited construction phase services by making at least two site visits during installation of foundation elements. The purpose of these site visits will be to assure that the foundation bearing material(s) are in conformance with our final recommendations.

Cost Estimate

Based on the scope of work outlined Engineer estimates a fee of **$29,150.00**. The breakdown of our fee is presented below:

Field Investigation	- Staking and clearing borings, mob and drilling	$ 8,800.00
	- Provisional Borings (3 to 35 feet)	$ 3,850.00
Laboratory Investigation – Classification, Swell and Strength Tests		$ 4,200.00
Technical Services - Drafting and Report Preparation		$ 2,350.00
Meetings and Coordination		$ 2,500.00

Geotechnical Engineering - Analyses, Recommendations and Report		$ 4,950.00
	Total Report Cost Estimate	**$ 26,650.00**
Construction Phase Services		**$ 2,500.00**
	TOTAL ESTIMATED COST	**$ 29,150.00**

The estimated fee is based on the following:

1. Boring locations will be accessible with truck-mounted drilling equipment;

2. An electronic copy of a site plan showing the location of the structure is provided for preparing our Boring Location Plan;

3. The boring locations will be located in the field by our field crew and we will clear utilities prior to drilling by calling in locations to One-Call; and

4. Right of entry and access will be provided by others.

The fee may be exceeded if site conditions are significantly different than anticipated or changes in work are required or requested. However, the maximum fee will not be exceeded without the County's prior written authorization as requested by the contract. Required additions to the above scope of services would be invoiced in accordance with the terms of the contract.

Schedule

Weather and site conditions permitting, field operations can start within about one or two weeks after formal authorization to proceed. Borings will take three or four days to complete. Under normal circumstances, laboratory testing and report preparation will take an additional four to six weeks to complete. Engineer will keep the County verbally informed of our findings as they become available.

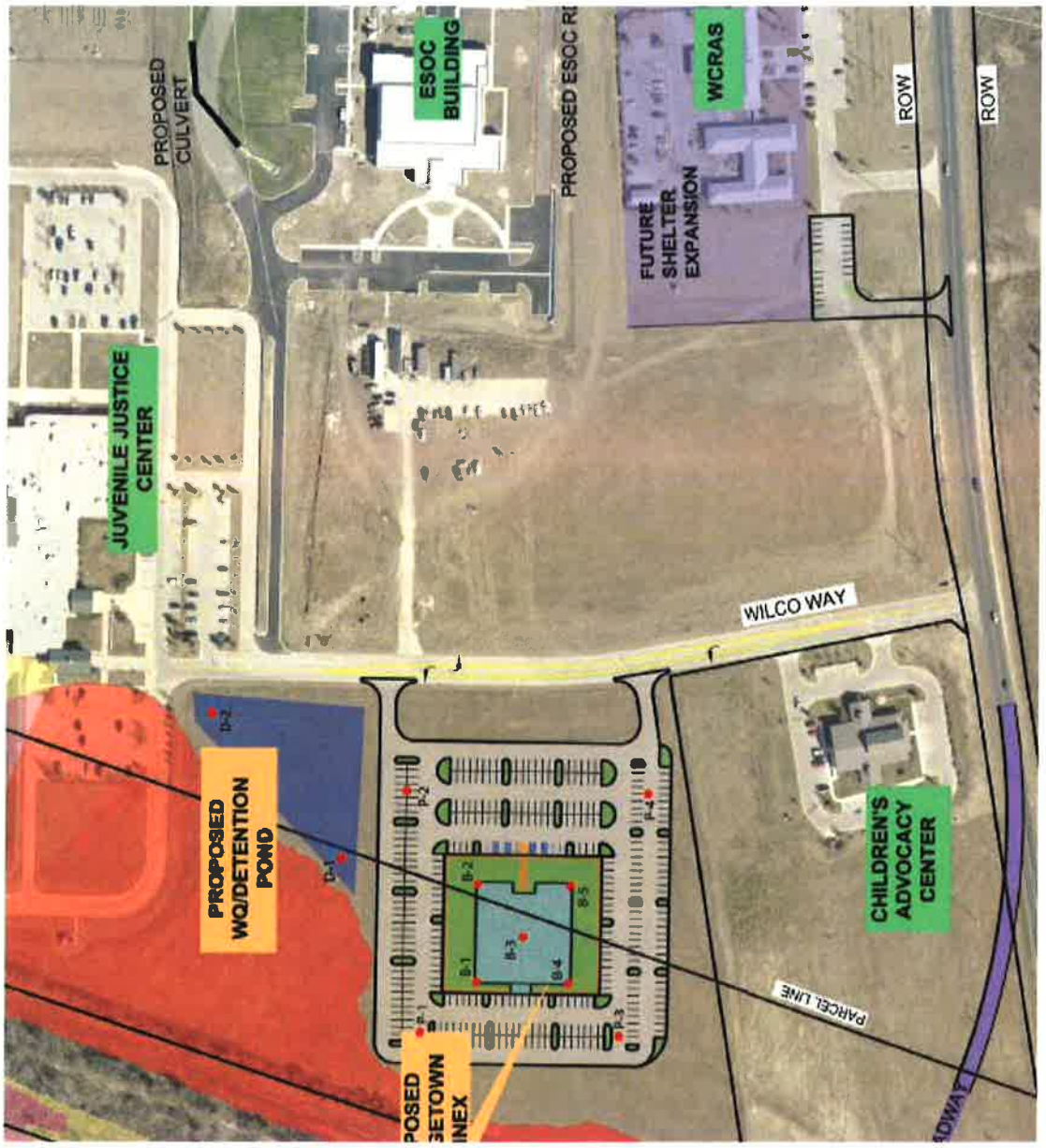

PROPOSED CULVERT
ESOC BUILDING
PROPOSED ESOC R
FUTURE SHELTER EXPANSION
WCRAS
ROW
ROW
JUVENILE JUSTICE CENTER
WILCO WAY
PROPOSED WQ/DETENTION POND
CHILDREN'S ADVOCACY CENTER
PARCEL LINE

EXHIBIT C
WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: Geotechnical Engineering Services for Williamson County Georgetown Annex

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Geotechnical Engineering Services, being dated _____ ____, 20____ and 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 Geotechnical Engineering Services set forth in Attachment "B" of this Work Authorization.

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 Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20____. The Geotechnical Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By: _____	By: _____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

FEE SCHEDULE FOR GEOTECHNICAL FIELD, LABORATORY AND ENGINEERING SERVICES

1.	**Field Investigation**			
1.1.	Mobilization and demobilization, per mobilization			
1.1.1	Drill truck, water truck, pickup, and crew	$	3.75/mile
1.1.2	All-terrain drill rig, pickup, and crew	$	6.00/mile
1.2.	All-terrain vehicle with drill rig (additional charge)	$	600.00/day
1.3.	Drilling and sampling		
1.3.1	Drilling and sampling with 3-inch, thin-walled tube sampler, continuous to 10.0 ft, 5.0-ft intervals thereafter	$	20.00/foot
1.3.2	Continuous drilling and sampling with 3-inch, thin-walled tube sampler or split-spoon sampler for environmental screening	$	32.00/foot
1.4.	Standard penetration tests	$	20.00/each
1.5.	TxDOT cone penetration tests	$	28.00/each
1.6.	Rock coring, NX or similar core barrel		
1.6.1	Drilling in soft rock (Austin Chalk, Eagle Ford Shale, etc.)	$	27.50/foot
1.6.2	Drilling in hard rock or cavitated rock (Edwards, Buda, Glen Rose, Georgetown, and Walnut Formations)	$	29.50/foot
1.7.	Wash or auger borings drilled and logged from cuttings:		
1.7.1	Soil	$	13.00/foot
1.7.2	Rock	$	19.00/foot
1.8.	Casing of boreholes	$	15.00/foot
1.9.	Hourly charges for boring layout, excessive time spent gaining access to boring locations, backfilling boreholes, cleaning up site, installing piezometers, and for other reasons beyond our control	$	185.00/hour
1.10.	Rental of concrete core drilling equipment or equipment to gain site access, or traffic control devices		Cost
1.11.	Materials for piezometers, grouting, etc.		Cost
1.12.	Surveying or other outside contractors		Cost
1.13.	Traffic control		Upon Request
1.14.	Per diem for out-of-town assignments, per person	$	125.00/night
1.15	High-pressure steam cleaner	$	400.00/day
1.16	OVA meter		Upon Request
1.17	Steel drums for drill cuttings (delivered)	$	75.00/each
1.18	Plugging boreholes with bentonite/concrete slurry	$	8.00/foot
1.19	Cone penetrometer testing	$	3,250.00/day
2.	**Laboratory Tests**		
2.1.	Natural water content and soil classification	$	15.00/each

2.2	Plastic and liquid limits	$	85.00/each
2.3.	Free swell test	$	85.00/each
2.4.	Pressure swell test	$	135.00/each
2.5.	Uniaxial pressure-strain test	$	60.00/each
2.6.	Sieve analysis (No. 4, 40, and 200 sieves)	$	65.00/each
2.7.	Percent material passing a single sieve	$	45.00/each
2.8.	Minus No. 200 sieve	$	45.00/each
2.9.	Hydrometer analysis	$	200.00/each
2.10.	Unit dry weight determination and natural water content	$	18.00/each
2.11.	Unconfined compression test, soil	$	65.00/each
2.12.	Unconfined compression test, rock	$	75.00/each
2.13.	Unconsolidated-undrained triaxial compression test	$	95.00/each
2.14.	Standard Proctor (ASTM D-698) compaction test	$	230.00/each
2.15.	Modified Proctor (ASTM D-1557) compaction test	$	230.00/each
2.16.	TxDOT (TEX-113-E) compaction test	$	240.00/each
2.17.	California Bearing Ratio (CBR)	$	275.00/point
2.19.	Consolidation test, 7-load increments	$	750.00/each
	Additional load increments	$	100.00/each
2.19.	Permeability of silt or clay	$	250.00/each
2.20.	Specific gravity	$	50.00/each
2.21.	Volumetric shrinkage	$	75.00/each
2.22	Chemical and analytical testing by outside laboratory		Cost

3. **Engineering and Technical Personnel**

3.1.	Senior Consultant/Project Principal	$	225.00/hour
3.2.	Senior Project Manager	$	180.00/hour
3.3.	Project Manager	$	170.00/hour
3.4	Project Engineer	$	135.00/hour
3.5	Project Geologist	$	95.00/hour
3.6	Laboratory Manager	$	95.00/hour
3.7.	Graduate Engineer	$	85.00/hour
3.8.	Senior Engineering Technician	$	75.00/hour
3.9.	Technician and Draftsperson	$	70.00/hour
3.10.	Word Processor	$	50.00/hour

4. Report Reproduction and Miscellaneous

4.1.	Outside services, printing, reproduction, etc.		Cost
4.2.	Outside technical assistance		Cost
4.3.	Transportation	$	0.55/mile

Rates for other tests and services quoted on request.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least

thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

The Williamson County Vendor Reimbursement Policy attached hereto as Exhibit "E" shall control in the event there is a conflict between Engineer's Rate Schedule and the Williamson County Vendor Reimbursement Policy.

EXHIBIT E
Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel

expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.

3.6 No meals purchased for entertainment purposes will be allowed.
3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.
5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
6.6 Insurance purchased when renting vehicle may also be reimbursed.
6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following: 7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to air, hotel and/or car rental
10.13 Auto repairs
10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
10.15 Saunas, massages or exercise facilities
10.16 Credit card delinquency fees
10.17 Doctor bills, prescription and other medical services
10.18 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies
10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Commissioners Court - Regular Session **40.**

Meeting Date: 12/01/2015

Award Construction Material Testing-Inspection Taylor EXPO Center

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to award Construction Material Testing-Inspection for Williamson County Taylor EXPO Center, RFQ# 1507-015 to the firm determined to be most qualified after evaluation of responses and approve execution of contract--Alliance Geotechnical Group of Austin Inc.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation

Evaluation

Contract

Recommendation Memo

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Max Bricka	11/20/2015 04:00 PM
Purchasing (Originator)	Max Bricka	11/20/2015 04:02 PM
Purchasing (Originator)	Max Bricka	11/23/2015 11:36 AM
County Judge Exec Asst.	Wendy Coco	11/23/2015 01:50 PM
Form Started By: Connie Singleton		Started On: 11/20/2015 03:12 PM
Final Approval Date: 11/23/2015		

WILLIAMSON COUNTY
1848

TRANSMITTAL

TO: County Judge Dan Gattis DATE: November 20, 2015

FROM: Robert B. Daigh, PE, Sr. Director of Infrastructure

RE: Alliance Geotechnical Group of Austin Inc.– Construction Observation and Material Testing Engineering Services for the Williamson County Exposition Center

Enclosed for your consideration and execution are two originals of a partially executed Construction Observation and Material Testing Engineering Services Agreement for Construction Observation and Material Testing Engineering Services with Alliance Geotechnical Group of Austin Inc. in the amount of $88,112.00.

These have been reviewed by the Legal and Audit Department and have been submitted for inclusion on the **December 1st agenda**.

After execution, please contact Sarah Ramos by phone (943-3338) or email sramos@wilco.org and she will make arrangements to pick up the executed documents. Please call if you have any questions. Thank you.

Department of Infrastructure
3151 SE Inner Loop, Suite B
Georgetown, TX 78626
Telephone (515) 943-3330
Fax (512) 943-3335

Construction Material Testing/Inspection for Williamson County
TAYLOR EXPO CENTER
Evaluation
RFQ 1507-015

Evaluation Criteria	Possible Points	Alpha	Apex	Alliance	Arias	Balcones	Fugro	Kleinfelder	MLA	PSI	RABA	Terracon
Earthwork sampling and testing Knowledge and Experience	25	10	15	20	15	15	15	20	20	20	18	10
Reinforced concrete testing & inspection Knowledge & Experience	25	10	15	20	15	15	15	20	20	20	18	10
Structural steel building inspection Knowledge and Experience	25	10	15	20	15	15	15	20	18	20	18	10
Structural steel weld inspection and testing	25	10	15	20	15	15	15	20	18	20	18	10
TOTAL	100	40	60	80	60	60	60	80	76	80	72	40

Date: **September 18, 2015**

Purchasing Representatives

Connie Boyle

Voting Evaluation Committee Members

	Department
Bob Daigh	Infrastructure
Kelly Morrelli	Road and Bridge
Terron Evertson	Road and Bridge
Dale Butler	Facilities
George Mayfield	Road and Bridge

Construction Material Testing/Inspection for Williamson County
TAYLOR EXPO
Evaluation
RFQ 1507-015

Evaluation Criteria	Possible Points	Alliance	Kleinfelder	MLA	PSI	RABA
Experience of Project Manager	30	25	20	20	25	25
Experience of Team Members	30	25	15	15	25	25
Experience of Firm on local projects	20	15	10	10	15	15
Availability & accessibility of the project manager & team	20	15	15	15	15	15
TOTAL	**100**	**80**	**60**	**60**	**80**	**80**

Date: **September 24, 2015**

Purchasing Representatives

Connie Singleton

Voting Evaluation Committee Members

	Department
Bob Daigh	Infrastructure
Kelly Morrelli	Road and Bridge
Terron Evertson	Road and Bridge
Dale Butler	Facilities
George Mayfield	Road and Bridge

WILLIAMSON COUNTY
CONTRACT FOR
CONSTRUCTION OBSERVATION AND MATERIAL TESTING ENGINEERING SERVICES

ENGINEER: Alliance Geotechnical Group of Austin Inc. ("Engineer")
ADDRESS: 200 Mustang Cove, Taylor, Texas 76574
PROJECT: Construction Observation and Material Testing Engineering Services for the Williamson County Exposition Center Project **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR CONSTRUCTION OBSERVATION AND MATERIAL TESTING ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution herein below, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional Construction Observation and Material Testing Engineering Services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional Construction Observation and Material Testing Engineering Services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. National Environmental Policy Act (NEPA)
B. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
C. Americans with Disabilities Act (ADA) Regulations
D. U.S. Army Corps Regulations
E. International Building Code, current edition as updated
F. Williamson County Design Criteria & Project Development Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
CONSTRUCTION OBSERVATION AND MATERIAL TESTING ENGINEERING SERVICES

Engineer shall perform Construction Observation and Material Testing Engineering Services as identified in **Exhibit B** entitled "Construction Observation and Material Testing Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Construction Observation and Material Testing Engineering Services. 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, definite review times by County and Engineer of all Construction Observation and Material Testing Engineering Services 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 Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the 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. Should the review times or Construction Observation and Material Testing Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Construction Observation and Material Testing Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Construction Observation and Material Testing Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Construction Observation and Material Testing Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Construction Observation and Material Testing Engineering Services performed or costs incurred after the date of termination shall not

be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Construction Observation and Material Testing Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Construction Observation and Material Testing Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Construction Observation and Material Testing Engineering Services required under this Contract in a professional manner.

C. Commencement of Construction Observation and Material Testing Engineering Services. After execution of this Contract, Engineer shall not proceed with Construction Observation and Material Testing Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Construction Observation and Material Testing Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Construction Testing and Material Testing Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Eighty eight thousand one hundred twelve Dollars ($88,112.00)** (the "Compensation Cap"), 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. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Construction Observation and Material Testing Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Construction Observation and Material Testing Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Construction Observation and Material Testing Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Construction Observation and Material Testing Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Construction Observation and Material Testing Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Construction Observation and Material Testing Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursable) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Construction Observation and Material Testing Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Facilities Maintenance Department, to the attention of the Director. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Facilities Maintenance Department in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Construction Observation and Material Testing Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Construction Observation and Material Testing Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Construction Observation and Material Testing Engineering Services actually provided and performed.[1] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Construction Observation and

[1] *See also,* Art. 32(P) "Termination of Work Authorization".

Material Testing Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor 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.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Construction Observation and Material Testing Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[2] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

[2] *See* Art. 6, *supra.*

ARTICLE 8
COMMENCEMENT OF CONSTRUCTION OBSERVATION AND MATERIAL TESTING ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Construction Observation and Material Testing Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Construction Observation and Material Testing Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Facilities Maintenance Dept.
Attn: Gary Wilson, Director of Facilities Division
3101 SE Inner Loop
Georgetown, Texas 78620

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Wayne A. Eddins
Alliance Geotechnical Group of Austin Inc.
200 Mustang Cove
Taylor, Texas 76574

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Construction Observation and Material Testing Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Construction Observation and Material Testing Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Construction Observation and Material Testing Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Construction Observation and Material Testing Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Construction Observation and Material Testing Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the

objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Construction Observation and Material Testing Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Construction Observation and Material Testing Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Construction Observation and Material Testing Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Construction Observation and Material Testing Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Construction Observation and Material Testing Engineering Services performed and reimbursable expenses incurred, provided such Construction Observation and Material Testing Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Construction Observation and Material Testing Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Construction Observation and Material Testing Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Construction Observation and Material Testing Engineering Services, and/or during periods when Construction Observation and Material Testing Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL CONSTRUCTION OBSERVATION AND MATERIAL TESTING ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Construction Observation and Material Testing Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such

work does constitute Additional Construction Observation and Material Testing Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Construction Observation and Material Testing Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Construction Observation and Material Testing Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Construction Observation and Material Testing Engineering Services, a written Work Authorization, which sets forth the Additional Construction Observation and Material Testing Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Construction Observation and Material Testing Engineering Services not directly associated with the performance of the Construction Observation and Material Testing Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED CONSTRUCTION OBSERVATION AND MATERIAL TESTING ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Construction Observation and Material Testing Engineering Services or parts thereof which involve changes to the original Construction Observation and Material Testing Engineering Services or character of Construction Observation and Material Testing Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Construction Observation and Material Testing Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Construction Observation and Material Testing Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Construction Observation and Material Testing Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Construction Observation and Material Testing Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Construction Observation and Material Testing Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Construction Observation and Material Testing Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Construction Observation and Material Testing Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Construction Observation and Material Testing Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Construction Observation and Material Testing Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Construction Observation and Material Testing Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Construction Observation and Material Testing Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Construction Observation and Material Testing Engineering Services, and adequate and sufficient personnel and equipment to perform the Construction Observation and Material Testing Engineering Services as required. 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 reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Construction Observation and Material Testing Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Construction Observation and Material Testing Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Construction Observation and Material Testing Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF CONSTRUCTION OBSERVATION AND MATERIAL TESTING ENGINEERING SERVICES

Engineer's Construction Observation and Material Testing Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Construction Observation and Material Testing Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Construction Observation and Material Testing Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Construction Observation and Material Testing Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Construction Observation and Material Testing Engineering Services for compliance with this Contract. If necessary, the completed Construction Observation and Material Testing Engineering Services shall be returned to Engineer, who shall perform any required Construction Observation and Material Testing Engineering Services and resubmit it to County. This process shall be repeated until the Construction Observation and Material Testing Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Construction Observation and Material Testing Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work 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 Final Approval shall be paid for as Additional Construction Observation and Material Testing Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Construction Observation and Material Testing Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County 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.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE CONSTRUCTION OBSERVATION AND MATERIAL TESTING ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Construction Observation and Material Testing Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Construction Observation and Material Testing Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Construction Observation and Material Testing Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Construction Observation and Material Testing Engineering Services at termination will be based on a percentage of the Construction Observation and Material Testing Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual

costs incurred by Engineer in performing the Construction Observation and Material Testing Engineering Services to the date of default, the amount of Construction Observation and Material Testing Engineering Services required which was satisfactorily completed to date of default, the value of the Construction Observation and Material Testing Engineering Services which are usable to County, the cost to County of employing another firm to complete the Construction Observation and Material Testing Engineering Services required and the time required to do so, and other factors which affect the value to County of the Construction Observation and Material Testing Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Construction Observation and Material Testing Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Construction Observation and Material Testing Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Construction Observation and Material Testing Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Construction Observation and Material Testing Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY

ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Construction Observation and Material Testing Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate Construction Observation and Material Testing Engineering submissions to County in accordance with the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of

premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000.00 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. 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.

F. Certification of Coverage. 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. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to

receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Facilities Maintenance Dept.
   Attn: Gary Wilson, Director of Facilities Division
   3101 SE Inner Loop
   Georgetown, Texas 78620

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Construction Observation and Material Testing Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, 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 Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further 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.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Facilities Maintenance Dept.
Attn: Gary Wilson, Director of Facilities Division
3101 SE Inner Loop
Georgetown, Texas 78620

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: **Alliance Geotechnical Group of Austin Inc.**
c/o: Wayne A. Eddins
Managing Partner
200 Mustang Cove
Taylor, Texas 76574

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Construction Observation and Material Testing Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional Construction Observation and Material Testing Engineering, consulting and related services

performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. 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 Contract, 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 Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

K. No Waiver of Immunities. Nothing in this Contract 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract 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.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action

needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the

Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20____

ENGINEER

Alliance Geotechnical Group of Austin Inc.

By: _____

Printed Name: Wayne A. Eddins
Title: Managing Partner
Date: 11-19 ____, 20 15

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Construction Observation and Material Testing Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Alliance Geotechnical Group of Austin Inc.
Name of Firm

Signature of Certifying Official

Wayne A. Eddins
Printed Name of Certifying Official

Managing Partner
Title of Certifying Official

11-19 _____, 2015
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Wayne A. Eddins the 19th of November 2015, on behalf of said firm.

Terri L. Eddins
Notary Public in and for the
State of Texas

TERRI L. EDDINS
Notary Public, State of Texas
My Commission Expires
April 15, 2016

My commission expires: 4-15-16

EXHIBIT B
CONSTRUCTION OBSERVATION AND MATERIAL TESTING ENGINEERING SERVICES

1. The Engineer shall provide Construction observation and materials testing serviecs on the Taylor Exposition Center required by Chapter 17 of the International Builidng Code (2012 Edition) which is incorporated herein by reference, the plans and sepcifications of the Project and as directed by the County.

EXHIBIT C
WORK AUTHORIZATION
(To Be Completed and Executed After Contract Execution)
WORK AUTHORIZATION NO. _____
PROJECT: Construction Observation and Material Testing Engineering Services for the Williamson County Exposition Center Project

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Construction Observation and Material Testing Engineering Services, being dated _____ ____, 20____ and 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 Construction Observation and Material Testing Engineering Services set forth in Attachment "B" of this Work Authorization.

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 Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20____. The Construction Observation and Material Testing Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D
RATE SCHEDULE

WILLIAMSON COUNTY EXPO CENTER UNIT RATE SHEET - 2015

Personnel	Unit	Reg. Hr. Rate	O.T. Rate
Principal	Hr.	$ 195.00	
Senior Professional Engineer	Hr.	$ 195.00	
Professional Engineer	Hr.	$ 130.00	
Project Manager	Hr.	$ 95.00	
Laboratory Manager	Hr.	$ 95.00	
Engineer In Training (E.I.T.)	Hr.	$ 85.00	
Certified Welding Inspector (CWI)	Hr.	$ 85.00	
TxDOT Level I-A	Hr.	$ 56.00	$ 70.00
TxDOT Level 1-B	Hr.	$ 56.00	$ 70.00
NICET Certified Soils/Concrete Technician (C.E.T.)	Hr.	$ 48.00	$ 60.00
ACI Certified Strength Testing or Aggregate Testing Technician (C.E.T.)	Hr.	$ 48.00	$ 60.00
Administrative Assistant	Hr.	$ 48.00	
Project Engineer - Report Review	Rept.	$ 25.00	
Vehicle Charge	Trip	$ 30.00	
Vehicle Charge	Day	$ 50.00	

Testing Services - Soils	Unit	Unit Rate
Moisture Content (Tex 103-E)	Ea.	$ 20.00
Tex 114-E Proctor	Ea.	$ 250.00
Sieve Analysis (Tex 110-E, Pt. 1 Dry)	Ea.	$ 50.00
Sieve Analysis (Tex 110-E, Pt. 2 Wet)	Ea.	$ 80.00
Atterberg Limits (Tex 104-E, Tex 105-E, Tex 106-E)	Ea.	$ 75.00
In-Place Density Tests (Tex 115-E)	Ea.	$ 20.00
Hydrometer Analysis (AASHTO T-88)	Ea.	$ 450.00
Soil pH (Tex 128-E)	Ea.	$ 50.00
Permeability of Soil	Ea.	$ 350.00
Linear Bar Shrinkage	Ea.	$ 75.00

Testing Services - Concrete	Unit	Unit Rate
Sieve Analysis of Fine & Coarse Aggregate (Tex 401-A, Tex 402-A)	Ea.	$ 80.00
SSD Specific Gravity and Absorption of Aggregates (Tex 403-A)	Ea.	$ 80.00
Unit Weight (Tex 404-A)	Ea.	$ 75.00
Material Finer than No. 200 Sieve Analysis (Tex 406-A)	Ea.	$ 75.00
Organic Impurities in Fine Aggregate (Tex 408-A)	Ea.	$ 85.00
Los Angeles Abrasion Test (Tex 410-A)	Ea.	$ 350.00
Concrete Cylinder Compressive Strength (Tex 418-A)	Ea.	$ 18.00
Concrete Flexural Beam Strength Test (Tex 419-A)	Ea.	$ 25.00
2" x 2" Mortar Cubes	Ea.	$ 16.00
3.25" x 6.25" Grout Prisms	Ea.	$ 16.00
CMU Block Prism Testing	Ea.	$ 350.00

Testing Services - Hot Mixed Asphaltic Concrete (HMAC)	Unit	Unit Rate
Sample Preparation	Ea.	$ 50.00
Gradation (Tex 210-F, Part 1 & 2)	Ea.	$ 200.00
Hamburg Wheel (Tex 242-F)	Ea.	$ 600.00
Extraction/Gradation (Tex 236-F)	Ea.	$ 225.00
Mixing (Tex 205-F)	Set of 3	$ 75.00
HVEEM Stability (Tex 207-F, Tex 208-F)	Set of 3	$ 50.00
Laboratory Molded Density (Tex 207-F, Part1)	Set of 3	$ 45.00
Max Theoretical (Rice) Specific Gravity (Tex 227-F)	Ea.	$ 60.00
Thickness (Tex 140-E)	Ea.	$ 50.00
% Air Voids - In Place	Ea.	$ 75.00
% Theoretical Density - In Place	Ea.	$ 75.00
Moisture Content (Tex 212-F)	Ea.	$ 25.00
Coring Rig / Core Bit Charge	Ea.	$ 175.00
6" ϕ Core Including Patching & Sample Prep up to 6" Thick	In.	$ 90.00
6" Φ Core Including Patching & Sample Prep from 6" to 10" Thick	In.	$ 105.00
3" Φ Core(Per Inch)	In.	$ 5.00
4" Φ Core(Per Inch)	In.	$ 6.00
6" Φ Core(Per Inch)	In.	$ 8.00

Laboratory Testing Services - Flexible Base Material	Unit	Unit Rate
Tex 113-E Proctor	Ea.	$ 300.00
Sample Preparation (Tex 101-E)	Ea.	$ 50.00
Atterberg Limits	Ea.	$ 75.00
Sieve Analysis (Tex 110-E, Pt. 1 Dry)	Ea.	$ 50.00
Sieve Analysis (Tex 110-E, Pt. 2 Wet)	Ea.	$ 80.00
Moisture Content (Tex 103-E)	Ea.	$ 20.00
Thickness (Tex 140-E)	Ea.	$ 50.00
Wet Ball Mill Test (Tex 116-E)	Ea.	$ 250.00
Texas Triaxial (Tex 117-E, Tex 118-E, Tex 131-E)	Ea.	$ 2,250.00

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

The Williamson County Vendor Reimbursement Policy attached hereto as Exhibit "E" shall control in the event there is a conflict between Engineer's Rate Schedule and the Williamson County Vendor Reimbursement Policy.

EXHIBIT E
Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel

expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.

3.6 No meals purchased for entertainment purposes will be allowed.
3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.
5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
6.6 Insurance purchased when renting vehicle may also be reimbursed.
6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following: 7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to air, hotel and/or car rental
10.13 Auto repairs
10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
10.15 Saunas, massages or exercise facilities
10.16 Credit card delinquency fees
10.17 Doctor bills, prescription and other medical services
10.18 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies
10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

WILLIAMSON COUNTY
1848

Memo

TO: Max Bricka

FROM: Robert B. Daigh, P.E.

DATE: November 23, 2015

SUBJ: Selection of Alliance Geotechnical Group of Austin Inc. for Taylor Expo Const.

The evaluation committee unanimously selected Alliance to perform the Construction observation and testing for the Taylor EXPO Center due to Alliance's extensive and superior experience with metal building projects when compared to the other two tied firms. Alliance also demonstrated that by being located only a few minutes away from the project, they could offer the county and the project superior responsiveness for field testing requests and perform the requests at a lower cost to the County than the other two tied firms.

Please let me know if you need any additional information.

Commissioners Court - Regular Session **41.**

Meeting Date: 12/01/2015

Award IH 35 Northbound Frontage Rd. Driveway

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding bids received for IH 35 Northbound Frontage Road Driveway, Bid# 1510-019 to the lowest and best bidder – Smith Contracting.

Background

This bid is to construct a driveway consisting of grading, base, asphalt pavement, concrete pavement, signing, concrete culvert, and pavement markings.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB Analysis

Recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Max Bricka	11/20/2015 03:47 PM
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:04 AM
Form Started By: Connie Singleton		Started On: 11/20/2015 03:17 PM
Final Approval Date: 11/23/2015		

Williamson County Road Bond Program
15IFB102 - CR 245 Realignment
HNTB Bid Tabulation
February 19, 2015

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Smith Contracting	$271,137.36	1	($46,026.54)	-14.5%	-	-
Austin Underground	$357,466.70	2	$40,302.80	12.7%	$ 86,329.34	31.8%
Muniz Concrete and Contracting	$424,750.63	3	$107,586.73	33.9%	$ 153,613.27	56.7%
Patin Construction	$434,703.00	4	$117,539.10	37.1%	$ 163,565.64	60.3%

Williamson County Road Bond Program
15IFB102 - CR 245 Realignment
HNTB Bid Tabulation
February 19, 2015

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Smith Contracting		Austin Underground		Muniz Concrete and Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6001	PREPARING RIGHT OF WAY	1.17	ACRE	$ 1,600.00	$1,872.00	$ 8,500.00	$ 9,945.00	$ 5,400.00	$ 6,318.00	$ 29,988.00	$35,085.96
2	104-6022	REMOVING CONC (CURB AND GUTTER)	438	LF	$ 8.00	$3,504.00	$ 3.00	$ 1,314.00	$ 6.00	$ 2,628.00	$ 9.00	$3,942.00
3	104-6041	REMOVING CONC (GROUND BOX W/APRON)	1	EA	$ 50.00	$50.00	$ 340.00	$ 340.00	$ 300.00	$ 300.00	$ 345.00	$345.00
4	110-6001	EXCAVATION (ROADWAY)	5145	CY	$ 14.00	$72,030.00	$ 15.50	$ 79,747.50	$ 25.00	$ 128,625.00	$ 20.00	$102,900.00
5	110-6001	EMBANKMENT	252	CY	$ 18.00	$4,536.00	$ 14.00	$ 3,528.00	$ 15.00	$ 3,780.00	$ 32.00	$8,064.00
6	160-6003	FURNISHING AND PLACING TOPSOIL (4")	4484	SY	$ 1.00	$4,484.00	$ 0.70	$ 3,138.80	$ 1.50	$ 6,726.00	$ 12.00	$53,808.00
7	164-6009	BROADCAST SEED (TEMP) (WARM)	4484	SY	$ 1.00	$4,484.00	$ 0.20	$ 896.80	$ 0.30	$ 1,345.20	$ 0.21	$941.64
8	164-6011	BROADCAST SEED (TEMP) (COOL)	2242	SY	$ 1.00	$2,242.00	$ 0.38	$ 851.96	$ 0.50	$ 1,121.00	$ 0.39	$874.38
9	164-6027	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)	4484	SY	$ 1.50	$6,726.00	$ 0.35	$ 1,569.40	$ 0.50	$ 2,242.00	$ 0.35	$1,569.40
10	168-6001	VEGETATIVE WATERING	135	MG	$ 18.93	$2,555.55	$ 11.00	$ 1,485.00	$ 27.00	$ 3,645.00	$ 35.00	$4,725.00
11	169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	4484	MG	$ 1.50	$6,726.00	$ 1.30	$ 5,829.20	$ 2.50	$ 11,210.00	$ 1.38	$6,187.92
12	247-6366	FL BS (CMP IN PLACE)(TY A GR 5)(FNL POS)	134	CY	$ 26.70	$3,577.80	$ 54.00	$ 7,236.00	$ 210.00	$ 28,140.00	$ 82.00	$10,988.00
13	310-6027	PRIME COAT (MC-30 OR AE-P)	58	GAL	$ 4.57	$265.06	$ 11.25	$ 652.50	$ 9.00	$ 522.00	$ 11.73	$680.34
14	340-6011	D-GR HMA (SQ) TY-B PG64-22	32	TON	$ 120.00	$3,840.00	$ 205.00	$ 6,560.00	$ 130.00	$ 4,160.00	$ 213.33	$6,826.56
15	340-6048	D-GR HMA (SQ) TY-C SAC-B PG70-22	32	TON	$ 120.00	$3,840.00	$ 155.00	$ 4,960.00	$ 130.00	$ 4,160.00	$ 163.45	$5,230.40
16	340-6050	D-GR HMA (SQ) TY-C PG70-22	63	TON	$ 120.00	$7,560.00	$ 155.00	$ 9,765.00	$ 130.00	$ 8,190.00	$ 163.45	$10,297.35
17	432-6002	RIPRAP (CONC)(5 IN)	28	CY	$ 300.00	$8,400.00	$ 425.00	$ 11,900.00	$ 610.00	$ 17,080.00	$ 650.00	$18,200.00
18	464-6003	RC PIPE (CL III)(18 IN)	209	LF	$ 40.95	$8,558.55	$ 60.00	$ 12,540.00	$ 63.00	$ 13,167.00	$ 85.00	$17,765.00
19	465-6026	INLET (COMPL)(PCO)(6 FT)(LEFT)	1	EA	$ 4,462.52	$4,462.52	$ 4,600.00	$ 4,600.00	$ 3,600.00	$ 3,600.00	$ 6,500.00	$6,500.00
20	465-6027	INLET (COMPL)(PCO)(6 FT)(RIGHT)	1	EA	$ 4,462.52	$4,462.52	$ 4,600.00	$ 4,600.00	$ 4,500.00	$ 4,500.00	$ 6,500.00	$6,500.00
21	465-6158	INLET (COMPL)(PAZD)(FG)(13FTX3FTX3FT)	1	EA	$ 3,412.52	$3,412.52	$ 5,300.00	$ 5,300.00	$ 6,500.00	$ 6,500.00	$ 7,500.00	$7,500.00
22	467-6363	SET (TY II)(18 IN)(RCP)(6:1)(P)	1	EA	$ 1,300.00	$1,300.00	$ 1,900.00	$ 1,900.00	$ 2,800.00	$ 2,800.00	$ 2,200.00	$2,200.00
23	500-6001	MOBILIZATION	1	LS	$ 20,000.00	$20,000.00	$ 12,000.00	$ 12,000.00	$ 10,000.00	$ 10,000.00	$ 23,979.00	$23,979.00
24	502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	3	MO	$ 2,500.00	$7,500.00	$ 2,000.00	$ 6,000.00	$ 1,000.00	$ 3,000.00	$ 2,151.00	$6,453.00
25	506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	25	LF	$ 50.00	$1,250.00	$ 37.00	$ 925.00	$ 40.00	$ 1,000.00	$ 39.10	$977.50
26	506-6011	ROCK FILTER DAMS (REMOVE)	25	LF	$ 10.00	$250.00	$ 10.00	$ 250.00	$ 6.50	$ 162.50	$ 10.35	$258.75
27	506-6020	CONSTRUCTION EXITS (INSTALL)(TY 1)	78	SY	$ 20.00	$1,560.00	$ 13.00	$ 1,014.00	$ 27.00	$ 2,106.00	$ 13.80	$1,076.40
28	506-6024	CONSTRUCTION EXITS (REMOVE)	78	SY	$ 20.00	$1,560.00	$ 10.00	$ 780.00	$ 6.50	$ 507.00	$ 10.18	$794.04
29	506-6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	285	LF	$ 2.05	$584.25	$ 2.90	$ 826.50	$ 2.50	$ 712.50	$ 3.04	$866.40
30	506-6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	285	LF	$ 2.05	$584.25	$ 1.10	$ 313.50	$ 0.70	$ 199.50	$ 1.15	$327.75
31	529-6005	CONC CURB (MONO)(TY II)	174	LF	$ 15.00	$2,610.00	$ 11.00	$ 1,914.00	$ 19.00	$ 3,306.00	$ 11.00	$1,914.00
32	529-6008	CONC CURB & GUTTER (TY II)	504	LF	$ 15.00	$7,560.00	$ 15.00	$ 7,560.00	$ 25.00	$ 12,600.00	$ 27.00	$13,608.00
33	530-6004	DRIVEWAYS (CONC)	370	SY	$ 250.00	$92,500.00	$ 64.00	$ 23,680.00	$ 80.00	$ 29,600.00	$ 72.00	$26,640.00
34	618-6023	CONDT (PVC)(SCH 40)(2")	484	LF	$ 4.00	$1,936.00	$ 16.00	$ 7,744.00	$ 12.00	$ 5,808.00	$ 13.80	$6,679.20
35	620-6009	ELEC CONDR (NO. 6) BARE	488	LF	$ 1.50	$732.00	$ 2.30	$ 1,122.40	$ 2.00	$ 976.00	$ 2.30	$1,122.40
36	620-6010	ELEC CONDR (NO. 6) INSULATED	976	LF	$ 1.50	$1,464.00	$ 3.30	$ 3,220.80	$ 3.00	$ 2,928.00	$ 3.45	$3,367.20
37	624-6002	GROUND BOX TY A (122311) W/APRON	1	EA	$ 350.00	$350.00	$ 1,500.00	$ 1,500.00	$ 1,400.00	$ 1,400.00	$ 1,500.00	$1,500.00
38	636-6001	ALUMINUM SIGNS (TY A)	16	SF	$ 25.00	$400.00	$ 30.00	$ 480.00	$ 25.00	$ 400.00	$ 31.63	$506.08
39	644-6001	IN SM RD SN SUP&AM TY 10BWG (1) SA (P)	2	EA	$ 378.00	$756.00	$ 550.00	$ 1,100.00	$ 500.00	$ 1,000.00	$ 569.25	$1,138.50
40	644-6004	IN SM RD SN SUP&AM TY 10BWG (1) SA (T)	2	EA	$ 436.00	$872.00	$ 660.00	$ 1,320.00	$ 550.00	$ 1,100.00	$ 684.25	$1,368.50
41	666-6032	REFL PAV MRK TY I (W) 8" (LNDP) (090 MIL)	58	LF	$ 1.10	$63.80	$ 10.00	$ 580.00	$ 9.00	$ 522.00	$ 10.64	$617.12
42	666-6035	REFL PAV MRK TY I (W) 8" (SLD) (090 MIL)	210	LF	$ 0.81	$170.10	$ 10.00	$ 2,100.00	$ 9.00	$ 1,890.00	$ 10.64	$2,234.40
43	666-6053	REFL PAV MRK TY I (W) (ARROW) (090 MIL)	1	EA	$ 70.00	$70.00	$ 450.00	$ 450.00	$ 350.00	$ 350.00	$ 460.00	$460.00

Williamson County Road Bond Program
15IFB102 - CR 245 Realignment
HNTB Bid Tabulation
February 19, 2015

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Smith Contracting		Austin Underground		Muniz Concrete and Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
44	666-6077	REFL PAV MRK TY I (W) (WORD) (090 MIL)	1	EA	$ 90.00	$90.00	$ 500.00	$ 500.00	$ 375.00	$ 375.00	$ 517.50	$517.50
45	666-6177	REFL PAV MRK TY II (W) 8" (LNDP)	58	LF	$ 0.56	$32.48	$ 6.00	$ 348.00	$ 5.00	$ 290.00	$ 6.33	$367.14
46	666-6178	REFL PAV MRK TY II (W) 8" (SLD)	210	LF	$ 1.35	$283.50	$ 6.00	$ 1,260.00	$ 5.00	$ 1,050.00	$ 6.33	$1,329.30
47	666-6184	REFL PAV MRK TY II (W) (ARROW)	1	EA	$ 44.00	$44.00	$ 220.00	$ 220.00	$ 175.00	$ 175.00	$ 230.00	$230.00
48	666-6192	REFL PAV MRK TY II (W) (WORD)	1	EA	$ 53.00	$53.00	$ 270.00	$ 270.00	$ 250.00	$ 250.00	$ 287.50	$287.50
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT												
49	999-WC01	FORCE ACCOUNT	15000	DOL	$1.00	$15,000.00	$1.00	$15,000.00	$1.00	$15,000.00	$1.00	$15,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$317,163.90**		**$ 271,137.36**		**$357,466.70**		**$424,750.63**
		ACTUAL BID PROPOSAL				$317,163.90		$271,137.36		$357,466.70		$424,750.63
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00		$0.00
		Bid Bond						Yes		Yes		Yes
		Bid Affidavit						Yes		Yes		Yes
		Conflict of Interest Questionnaire						Yes		Yes		Yes
		Disclosure of Lobbying Activities						Yes		Yes		Yes
		Bidder References (Minimum of Three)						Yes		Yes		Yes

Williamson County Road Bond Program
15IFB102 - CR 245 Realignment
HNTB Bid Tabulation
February 19, 2015

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Patin Construction	
					UNIT COST	AMOUNT BID
1	100-6001	PREPARING RIGHT OF WAY	1.17	ACRE	$ 10,000.00	$11,700.00
2	104-6022	REMOVING CONC (CURB AND GUTTER)	438	LF	$ 3.00	$1,314.00
3	104-6041	REMOVING CONC (GROUND BOX W/APRON)	1	EA	$ 500.00	$500.00
4	110-6001	EXCAVATION (ROADWAY)	5145	CY	$ 29.00	$149,205.00
5	110-6001	EMBANKMENT	252	CY	$ 20.00	$5,040.00
6	160-6003	FURNISHING AND PLACING TOPSOIL (4")	4484	SY	$ 1.00	$4,484.00
7	164-6009	BROADCAST SEED (TEMP) (WARM)	4484	SY	$ 1.00	$4,484.00
8	164-6011	BROADCAST SEED (TEMP) (COOL)	2242	SY	$ 1.00	$2,242.00
9	164-6027	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)	4484	SY	$ 1.00	$4,484.00
10	168-6001	VEGETATIVE WATERING	135	MG	$ 40.00	$5,400.00
11	169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	4484	MG	$ 1.50	$6,726.00
12	247-6366	FL BS (CMP IN PLACE)(TY A GR 5)(FNL POS)	134	CY	$ 68.00	$9,112.00
13	310-6027	PRIME COAT (MC-30 OR AE-P)	58	GAL	$ 12.00	$696.00
14	340-6011	D-GR HMA (SQ) TY-B PG64-22	32	TON	$ 300.00	$9,600.00
15	340-6048	D-GR HMA (SQ) TY-C SAC-B PG70-22	32	TON	$ 530.00	$16,960.00
16	340-6050	D-GR HMA (SQ) TY-C PG70-22	63	TON	$ 400.00	$25,200.00
17	432-6002	RIPRAP (CONC)(5 IN)	28	CY	$ 200.00	$5,600.00
18	464-6003	RC PIPE (CL III)(18 IN)	209	LF	$ 150.00	$31,350.00
19	465-6026	INLET (COMPL)(PCO)(6 FT)(LEFT)	1	EA	$ 4,500.00	$4,500.00
20	465-6027	INLET (COMPL)(PCO)(6 FT)(RIGHT)	1	EA	$ 4,500.00	$4,500.00
21	465-6158	INLET (COMPL)(PAZD)(FG)(13FTX3FTX3FT)	1	EA	$ 5,000.00	$5,000.00
22	467-6363	SET (TY II)(18 IN)(RCP)(6:1)(P)	1	EA	$ 5,500.00	$5,500.00
23	500-6001	MOBILIZATION	1	LS	$ 20,000.00	$20,000.00
24	502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	3	MO	$ 1,200.00	$3,600.00
25	506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	25	LF	$ 30.00	$750.00
26	506-6011	ROCK FILTER DAMS (REMOVE)	25	LF	$ 30.00	$750.00
27	506-6020	CONSTRUCTION EXITS (INSTALL)(TY 1)	78	SY	$ 10.00	$780.00
28	506-6024	CONSTRUCTION EXITS (REMOVE)	78	SY	$ 5.00	$390.00
29	506-6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	285	LF	$ 2.00	$570.00
30	506-6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	285	LF	$ 2.00	$570.00
31	529-6005	CONC CURB (MONO)(TY II)	174	LF	$ 10.00	$1,740.00
32	529-6008	CONC CURB & GUTTER (TY II)	504	LF	$ 20.00	$10,080.00
33	530-6004	DRIVEWAYS (CONC)	370	SY	$ 75.00	$27,750.00
34	618-6023	CONDT (PVC)(SCH 40)(2")	484	LF	$ 20.00	$9,680.00
35	620-6009	ELEC CONDR (NO. 6) BARE	488	LF	$ 10.00	$4,880.00
36	620-6010	ELEC CONDR (NO. 6) INSULATED	976	LF	$ 10.00	$9,760.00
37	624-6002	GROUND BOX TY A (122311) W/APRON	1	EA	$ 5,000.00	$5,000.00
38	636-6001	ALUMINUM SIGNS (TY A)	16	SF	$ 30.00	$480.00
39	644-6001	IN SM RD SN SUP&AM TY 10BWG (1) SA (P)	2	EA	$ 550.00	$1,100.00
40	644-6004	IN SM RD SN SUP&AM TY 10BWG (1) SA (T)	2	EA	$ 650.00	$1,300.00
41	666-6032	REFL PAV MRK TY I (W) 8" (LNDP) (090 MIL)	58	LF	$ 12.00	$696.00
42	666-6035	REFL PAV MRK TY I (W) 8" (SLD) (090 MIL)	210	LF	$ 12.00	$2,520.00
43	666-6053	REFL PAV MRK TY I (W) (ARROW) (090 MIL)	1	EA	$ 500.00	$500.00

Williamson County Road Bond Program
15IFB102 - CR 245 Realignment
HNTB Bid Tabulation
February 19, 2015

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Patin Construction	
					UNIT COST	AMOUNT BID
44	666-6077	REFL PAV MRK TY I (W) (WORD) (090 MIL)	1	EA	$ 550.00	$550.00
45	666-6177	REFL PAV MRK TY II (W) 8" (LNDP)	58	LF	$ 7.50	$435.00
46	666-6178	REFL PAV MRK TY II (W) 8" (SLD)	210	LF	$ 7.50	$1,575.00
47	666-6184	REFL PAV MRK TY II (W) (ARROW)	1	EA	$ 300.00	$300.00
48	666-6192	REFL PAV MRK TY II (W) (WORD)	1	EA	$ 350.00	$350.00

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

49	999-WC01	FORCE ACCOUNT	15000	DOL	$1.00	$15,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$434,703.00**
		ACTUAL BID PROPOSAL				$434,703.00
		ADJUSTMENT DIFFERENCE				$0.00
		Bid Bond				Yes
		Bid Affidavit				Yes
		Conflict of Interest Questionnaire				Yes
		Disclosure of Lobbying Activities				Yes
		Bidder References (Minimum of Three)				Yes

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

14 Galloping Rd
Round Rock, TX 78681

Telephone (512) 744-9082
Facsimile (512) 218-9940
www.hntb.com

November 20, 2015

Williamson County Purchasing Department
901 S. Austin Ave
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
IH 35 NBFR Driveway
Williamson County Project No. 1510-019
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed for correctness, with Smith Contracting being the low bidder. Following is a summary of the bid totals:

1.	Smith Contracting	$271,137.36
2.	Austin Underground	$357,466.70
3.	Muniz Concrete & Contracting	$424,750.63
4.	Patin Construction	$434,703.00

The Contractor's low bid is $46,026.54 below the Engineer's Estimate, a cost saving of over 14%.

In addition to meeting the bid qualifications subject to being low bidder, Smith Contracting has performed similar work on other projects on the Williamson County Road Bond Program, successfully completing CR 277 and the Madrid Drive extension. We recommend award of the IH 35 NBFR Driveway construction contract to Smith Contracting in the contract amount of $271,137.36.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

Christen Eschberger

Christen A. Eschberger, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis

Cc: Judge Gattis, Williamson County Judge
Commissioner Birkman, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Morrison, Williamson County, Pct. 4
Robert Daigh, Williamson County
Joe England, Williamson County
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation

Commissioners Court - Regular Session **42.**

Meeting Date: 12/01/2015

Advertise Professional Architecht-Engineer Design Services Health Dept. Renovation

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive qualifications for Professional Architect-Engineering Design Services for the Williamson County Health Department Renovation, RFQ # 1511-028.

Background

This Request for the Architect/Engineer design services for the Williamson County Health Department, and performing certain contract administration responsibilities during the construction phase of the project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Packet Health Dept Reno 1511-02

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Max Bricka	11/23/2015 09:39 AM
Purchasing (Originator)	Max Bricka	11/23/2015 10:33 AM
County Judge Exec Asst.	Wendy Coco	11/23/2015 11:09 AM
Form Started By: Connie Singleton		Started On: 11/20/2015 03:26 PM
Final Approval Date: 11/23/2015		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Professional A/E Design Services for the Williamson Co. Health Dept Renovation

QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE:
Dec 29, 2015 3:00:00 PM CST
QUALIFICATIONS WILL BE PUBLICLY OPENED:
Dec 29, 2015 3:00:00 PM CST

Notice is hereby given that sealed Qualifications for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive Qualifications. Specifications for this RFQ may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of the Qualifications.

All electronic Qualifications must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Qualification in accordance with the Instructions and General Requirements, Format, Specifications, and Definitions, Terms and Conditions stated in this RFQ.

Respondents are strongly encouraged to carefully read this entire RFQ.

Electronic Qualifications are requested, however paper qualifications will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

- ✓ If mailed or delivered in person, Qualifications and Qualification addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department
Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."

- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.

- ✓ **Williamson County will not accept any Qualifications received after the submittal deadline, and shall return such Qualifications unopened to the Respondent.**

- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.

- ✓ Facsimile transmittals will NOT be accepted.

- ✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.

- ✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.

- ✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.

- ✓ Any addenda and/or other information relevant to the RFQ will be posted on www.bidsync.com.

- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1511-028
Professional A/E Design Services for the Williamson Co. Health Dept Renovation

Bid Number	**1511-028**
Bid Title	**Professional A/E Design Services for the Williamson Co. Health Dept Renovation**
Bid Start Date	**In Held**
Bid End Date	**Dec 29, 2015 3:00:00 PM CST**
Question & Answer End Date	**Dec 17, 2015 5:00:00 PM CST**
Bid Contact	**Connie Singleton** **512-943-1553** **csingleton@wilco.org**
Contract Duration	**One Time Purchase**
Contract Renewal	**Not Applicable**
Prices Good for	**Not Applicable**
Pre-Bid Conference	**Dec 10, 2015 9:30:00 AM CST** **Attendance is mandatory** **Location: At the proposed Williamson County Health Department located at 355 Texas Ave., Round Rock, TX 78664**
Bid Comments	**Williamson County is seeking a firm to provide professional architectural and/or engineering services and exercising responsibility for the design services for the Williamson County Health Department, and performing certain contract administration responsibilities during the construction phase of the project.** **REQUIRED DOCUMENTS** **BID CHECK LIST** **If entering an electronic bid in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM.** **At a minimum, the SOQ should contain:** **1. An organizational chart listing all firms to be used. Identify the individuals within each firm that will perform tasks and identify which tasks they will perform. A listing of an individual shall be considered as a commitment that individual will be made available to perform the tasks indicated on this project. For staffing purposes, assume the notice to proceed will be issued in January 2016** **2. Resumes of team members proposed for these services. Include position, education level, professional credentials, qualifications and related experience.** **3. Examples of similar renovation projects** **4. Must respond to each criteria listed in the Evaluation Criteria section of the RFQ.** **5. Conflict of Interest Statement** **6. Debarment and Licensing Certification** **If delivering a paper bid the above listed documents must be completed in a sealed envelope and sent to:** **Williamson County Purchasing** **Attn: RFQ1511-028 A/E Design For Williamson Co. Health Dept. Renovation** **901 South Austin Ave** **Georgetown, TX 78626.** **DO NOT ENTER PARTIAL BID IN BIDSYNC AND PARTIAL IN A PAPER DELIVERY.**

CONTRACT ADMINISTRATOR
Gary Wilson, Director of Facilities Division (or successor) at 3101 SE Inner Loop Georgetown, TX, shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Respondent.
Insurance Requirements

The following coverage limits shall be required at a minimum:

Worker's Compensation - Statutory – Texas Law

Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage:

Comprehensive General Liability	**$1,000,000 per occurrence**
Aggregate policy limits	**$2,000,000**

Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage:

Bodily Injury and Property Damage	**$500,000 per occurrence**
Aggregate policy limits	**$1,000,000**

Professional Liability Errors and Omissions Insurance:

Professional Liability Errors and Omissions	**$1,000,000 per claim**

A copy of the issued policy should be submitted to the Purchasing Department within 60 days of the contract award date.

Item Response Form

Item	**1511-028--01-01 - ATTACH ALL DOCUMENTATION TO THIS LINE ITEM**
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**
No Location Specified

Qty 1

Description
DOWNLOAD ALL DOCUMENTS TO THIS LINE ITEM IF RESPONDING THROUGH BIDSYNC (PREFERRED).
1. An organizational chart listing all firms to be used. Identify the individuals within each firm that will perform tasks and identify which tasks they will perform. A listing of an individual shall be considered as a commitment that that individual will be made available to perform the tasks indicated on this project. For staffing purposes, assume the notice to proceed will be issued in January 2016

2. Resumes of team members proposed for these services. Include position, education level, professional credentials, qualifications and related experience.

3. Examples of similar renovation projects

4. Must respond to each criteria listed in the Evaluation Criteria section of the RFQ.

5. Conflict of Interest Statement

6. Debarment and Licensing Certification

GENERAL INFORMATION AND SPECIFICATIONS

GENERAL

Williamson County is seeking a Statement of Interest and Qualifications from experienced firms to provide professional Architectural/Engineering (also referred to herein as "A/E") design services and construction administration services for the proposed **Williamson County Health Department Renovation (WCHD)**

BACKGROUND

Williamson County is seeking a firm to provide professional architectural and/or engineering services and exercising responsibility for the design services for the **WCHD**, and performing certain contract administration responsibilities during the construction phase of the project.

DESCRIPTION OF PROJECT

Williamson County intends to renovate the existing structure located at 355 Texas Ave. Round Rock, Texas 78664.

The renovation will included at a minimum the designing of:

- New HVAC System.
- New power system with backup generator.
- New ceiling system
- New data system.
- New flooring system.
- Relocation of a limited number of walls and doors.
- New security system.
- New interior lighting system
- New restrooms

TECHNICAL EXPERTISE

Architect/Engineer or A/E means a person registered as an architect pursuant to Chapter 1051 of the Texas Occupations Code, and/or a person licensed as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code,

At a minimum the technical areas of services required are: architectural, structural engineering, mechanical engineering and electrical engineering professional services.

SCOPE OF SERVICES REQUESTED

The Scope of Services is anticipated to be divided into the following four phases:

- Programming and Schematic Phase
- Design Phase
- Bidding or Negotiation Phase
- Construction Administration Phase

The phases are further outlined as follows:

Programming and Schematic Phase:

The Programing Phase is scheduled to not exceed two months from the date of execution of the contract.

In coordination with the County's Construction Manager, A/E shall

1. Meet with County staff and other entities/groups involved in the project to determine needs of the building program.
2. Prepare Schematic floor plans for review and approval by county.
3. Outline proposed mechanical, electrical, data and plumbing systems.

Design Phase:

The Design Phase is scheduled to not exceed two months from the date of the County's written approval of the Schematic.

1. Prepare Design Documents, including plans, specifications and estimates, to fix and describe the size and character of the project, including but not limited to architectural, structural, mechanical, electrical, and any specialty systems and materials. Cost estimates shall include, at a minimum, all site work, building construction, equipment and utilities necessary to provide a functional facility.
2. Make presentations to County staff and elected officials.
3. Obtain any necessary approvals from review and permitting authorities (local planning & building department).

Bidding or Negotiation Phase

1. Prepare bid package.
2. Oversee Pre-Bid Meeting & prepare addendums (as needed).
3. Review bids and provide written recommendation(s) to staff.
4. Oversee Pre-Construction Meeting.
5. Prepare addenda; review prior approval requests.
6. Make recommendations on Bids/Proposals received.

Construction Administration Phase

A/E shall:

1. Attend pre-construction conferences.
2. Shop drawing and submittal review.
3. Provide site observations/inspections to ensure Contractor is performing in compliance with plans and specifications.
4. Answer Contractor's RFI's to resolve field/design issues.
5. Review Contractor's Applications for Payment and recommend for approval.

6. Provide substantial and final completion inspections and prepare punch lists.
7. Review, approve, and provide a final report of inspections.
8. Provide independent estimates on Proposed Change Orders. Williamson County will negotiate Change Orders with the Contractor and the A/E will provide support.
9. Review "as-built" drawings and edit for accuracy.

Basic Understanding

Selected A/E shall represent Williamson County as their agent in any required approvals processes, presentations, or meetings, and promote Williamson County's best interests. A/E is responsible for submitting and presenting a minimum of one progress package when the design is essentially fifty percent complete. A/E shall assist Construction Manager in obtaining all necessary permits. During construction, A/E will participate in weekly project reviews with Williamson County, as well as perform standard construction administration services.

Proposal Format and Due Date

Open format is acceptable. Please be succinct and respond to each criteria listed in the Evaluation Criteria section of the RFQ. Please respond in the order the evaluation criteria is listed in the RFQ.

At a minimum, the SOQ should contain:

1. An organizational chart listing all firms to be used. Identify the individuals within each firm that will perform tasks and identify which tasks they will perform. A listing of an individual shall be considered as a commitment that that individual will be made available to perform the tasks indicated on this project. For staffing purposes, assume the notice to proceed will be issued in January 2016

2. Resumes of team members proposed for these services. Include position, education level, professional credentials, qualifications and related experience.

3. Examples of similar renovation projects

EVALUATION CRITERIA

Each Statement of Qualification (SOQ) received in response to this Request for Qualifications will be subject to the same review and assessment process. SOQs will be evaluated on the basis of the technical capability and experience presented in the SOQ.

All respondents submitting qualifications shall be evaluated using the score sheet shown here:

Evaluation Criteria:	Maximum Score Points	Please select a **Whole Number from the list provided** for each question. (Decimal scoring or unlisted rating scores are not permitted)	Vendor 1	Vendor 2	Vendor 3	Vendor 4
Architect's Experience / Qualifications with similar facility components	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL Requirements 6 = Marginally Meets Requirements 1 = Does Not Meet Requirements				
Architect's Experience with acoustic control	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL Requirements 6 = Marginally Meets Requirements 1 = Does Not Meet Requirements				
Team's Experience / Qualifications with similar STRUCTURAL facility component modifications	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL Requirements 6 = Marginally Meets Requirements 1 = Does Not Meet Requirements				
Team's Experience / Qualifications with similar PLUMBING facility component modifications	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL Requirements 6 = Marginally Meets Requirements 1 = Does Not Meet Requirements				
Team's Experience / Qualifications with similar HVAC & ELECTRICAL facility components, IN CENTRAL TEXAS	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL Requirements 6 = Marginally Meets Requirements 1 = Does Not Meet Requirements				
Project Manager Experience / Qualifications with similar projects	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL Requirements 6 = Marginally Meets Requirements 1 = Does Not Meet Requirements				
Total Evaluation Points	**90**	**Total**	0	0	0	0

SELECTION

Respondents are advised that the selection committee, at its option, may recommend a contract strictly on the basis of the initial SOQs and/or may have interviews with some or all of the respondents to determine its final recommendation. Interviews, if held, are tentatively scheduled for January 21, 2016 with notification of firms to be interviewed scheduled for January 11, 2016. The selection committee will present its recommendation to the Williamson County Commissioners Court for approval.

Type of Contract

When the evaluation process is completed and the successful Respondent is determined, award of contract will be made. The successful Respondent shall be required to execute a formal contract/agreement at Williamson County's offices in Georgetown, Texas within ten (10) days after being notified in writing of the selection. Williamson County's required form of Agreement for Architectural and/or Engineering Services may be obtained by going to http://www.bidsync.com or by requesting a copy from the Williamson County Purchasing Department by email at purchase@wilco.org. The only anticipated changes to the Agreement for Architectural and/or Engineering Services will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the

Agreement for Architectural and/or Engineering Services to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. Because the signed Agreement for Architectural and/or Engineering Services will be substantively and substantially derived from the said agreement, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the said Agreement for Architectural and/or Engineering Services ***before*** submitting a response to this RFQ. Again, the Agreement for Architectural and/or Engineering Services contains important legal provisions and is considered part and parcel of this RFQ. Failure or refusal to sign aforesaid agreement shall be grounds for Williamson County to revoke any selection of the respondent, forfeit of such respondent's bid security, if applicable, and force the selection of another respondent.

COMPENSATION INFORMATION; FEES AND CONTRACT AWARD

Fee negotiations will be initiated once the top respondent is selected. If negotiations for acceptable fees are not successful, another respondent will be selected and negotiations will be initiated with the second respondent. The contract award will be made by the Williamson County Commissioners Court.

1. Submittal Format and Delivery of Statements of Qualifications

Williamson County uses BidSync to distribute and receive bids, proposals and Statements of Qualifications. Statements of Qualifications can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Statements of Qualifications and Statements of Qualifications addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:
Williamson County Purchasing Department
Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

Williamson County will not accept any Statements of Qualifications received after the submittal deadline, and shall return such Statements of Qualifications unopened to the Respondent.
Williamson County will not accept any responsibility for Statements of Qualifications being delivered by third party carriers.
Statements of Qualifications will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.
Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Statement of Qualifications" Enclosed."

Each firm/team should follow the format outlined in the Qualification Section. Failure by the firm/team to submit documentation in the required format may disqualify the firm/team from further consideration. Each firm/team shall submit one (1) signed and dated original (marked original) with six (6) individually bound copies (marked copy) and one (1) electronic copy of the required documentation on a thumb drive. The response should be in separate loose leaf binders or spiral bound on one sided (8 ½ x 11 inch) sized white paper, 12 pitch font, and tab-indexed corresponding to the sections outlined in the Qualifications Section. Include only the information specified for each section. Responses should be limited to ten (10) pages, not including tab-indexed pages. The response must be sealed and clearly identified and marked

2. General Information

2.1 Additional Information

The County reserves the right to request further information or documentation, and to discuss an RFQ for any purpose in order to answer questions or to seek clarification on any aspect of the submission.

2.2 Respondent's Acceptance

By submitting a response to this RFQ, the firm/team certifies that it has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

2.3 Texas Public Information Act

Williamson County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.4 Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

2.5 Williamson County Conflict of Interest Statement

On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by Williamson County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity **Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5

Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named hereinbelow and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default;
(e) Is registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Printed name of Certifying Official

Title of Certifying Official

, 20

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by the of , on behalf of said Firm.

Notary Public in and for the
State of Texas

My commission expires:

Question and Answers for Bid #1511-028 - Professional A/E Design Services for the Williamson Co. Health Dept Renovation

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **43.**

Meeting Date: 12/01/2015

Momix Renewal Agreement

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action to approve renewal of Subscription Services Agreement with Mo'mix Solutions, Inc. for the support and maintenance of the Performance Center and Transparency Website.

Background

Attached is a copy of the renewal agreement for the support and maintenance of the Performance Center and Transparency Website. Contract Audit and Legal have reviewed and this is budgeted in the IT budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Momix Renewal Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 09:04 AM
Form Started By: Julie Kiley		Started On: 11/22/2015 02:58 PM
Final Approval Date: 11/23/2015		

SUBSCRIPTION SERVICES AGREEMENT

This agreement is between Mo'mix Solutions, Inc., a Texas corporation (**Mo'mix**), and the entity or individual agreeing to these terms (**Customer**). It is dated as of the date Mo'mix signs below.

a) **SOFTWARE-AS-A-SERVICE**. This agreement provides Customer access and usage of an Internet based software service, for an unlimited number of Authorized Users (defined below), as specified on an order signed by both parties (**Service**). Mo'mix may make modifications to the Service from time to time, without liability to Customer, and will use commercially reasonable efforts to notify Customer of any material modifications. Mo'mix may terminate the Services at the end of the then-current term.

b) **USE OF SERVICE**.

a. **Customer Owned Data.** (i) All data uploaded by Customer remains the sole property of Customer, as between Mo'mix and Customer (Customer Data). Customer grants Mo'mix the right to use the Customer Data solely for purposes of performing under this agreement. Customer further grants Mo'mix the right to use Customer Data that has been scrubbed of personally identifiable information for its business uses, including statistical analysis based on aggregated data. During the term, Mo'mix will provide Customer Data to Customer upon request. (ii) The technical processing and transmission of Customer Data and other electronic communications is fundamentally necessary to the use of the Service. Customer consents to Mo'mix's interception and storage of such information; provided, Mo'mix is not liable for any delay, loss, alteration or interception of such communications by unauthorized third parties.

b. **Authorized Users Access and Usage.** Customer may allow its employees and contractors (each, an **Authorized User**) to access the Services in compliance with the terms of this agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this agreement by such Authorized Users. Mo'mix may contact any and all Authorized Users of the Services for training, problem resolution and feedback purposes.

c. **Customer Responsibilities.** Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Mo'mix promptly of any such unauthorized access; and (iv) may use the Service only in accordance with its documentation and applicable law.

d. **Mo'mix Support.** Mo'mix must provide customer support for the Service under the terms of Mo'mix' Customer Support Policy (**Support**) which is located at www.momixpc.com/support, and is incorporated into this agreement for all purposes.

e. **Implementation Services.** If purchased by Customer in an order, Mo'mix will provide implementation services to Customer, in accordance with the Implementation Plan attached to the order. Following an implementation project, Customer's access to the Services will be activated, as evidence by both party's signature of a Service Activation Certificate, which becomes the effective date of the subscription term for the applicable Services ordered.

f. **30-Day Trial Version.** If Customer has registered for a trial use of the Service, Customer may access the Service for a 30-day time period (unless extended by Mo'mix in writing). The Service is provided AS IS, with no warranty during this time period. All Customer Data

will be deleted after the trial period, unless Customer converts its account to a paid Service.

c) WARRANTY and REMEDY.

a. **Warranty.** Mo'mix warrants to Customer that: (i) it will use commercially reasonable efforts to maintain the online availability of the Service (*excluding* scheduled outages, force majeure, and outages that result from any Customer technology issues); (ii) the functionality or features of the Service may change but will not materially decrease during a paid term; and (iii) the Support may change but will not materially degrade during any paid term.

b. **LIMITED REMEDY.** THE SERVICE MAY BE INTERRUPTED OR CONTAIN AN ERROR. CUSTOMER'S EXCLUSIVE REMEDY AND MO'MIX'S SOLE OBLIGATION FOR ITS FAILURE TO MEET THE WARRANTY IN A ABOVE WILL BE FOR MO'MIX TO USE COMMERCIALLY REASONABLE EFFORTS TO REMEDY THE FAILURE.

c. **Disclaimer.** MO'MIX DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WHILE MO'MIX TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, MO'MIX DOES NOT GUARANTY THAT THE SERVICE CANNOT BE COMPROMISED.

d) PAYMENT. Customer must pay all fees as specified on an order, but if not specified then within 30 days of receipt of an invoice as set forth in Paragraph J. Customer is responsible for the payment of all sales, use, withholding, VAT and other similar taxes. This agreement contemplates one or more orders for the Service, which orders are governed by the terms of this agreement.

e) MUTUAL CONFIDENTIALITY.

a. **Definition of Confidential Information**. Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). Mo'mix's Confidential Information includes without limitation the Service, and Licensed Software and Documentation, (including without limitation the Service user interface design and layout, and pricing information).

b. **Protection of Confidential Information**. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.

c. **Exclusions**. Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential

Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

f) MO'MIX PROPERTY.

a. **Reservation of Rights**. The software, workflow processes, user interface, designs, know-how, Licensed Software and Documentation (defined below), and other technologies provided by Mo'mix as part of the Service are the proprietary property of Mo'mix and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Mo'mix. Customer may not remove or modify any proprietary marking or restrictive legends in the Service or Licensed Software and Documentation. Mo'mix reserves all rights unless expressly granted in this agreement.

b. **Restrictions**. Customer *may not* (i) sell, resell, rent or lease the Service or use it in a service provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or their related systems or networks; (v) reverse engineer the Service or the Licensed Software and Documentation; or (vi) access the Service or use the Licensed Software and Documentation to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

c. **Licensed Software and Documentation.** Any and all software provided by Mo'mix as part of the Service, including data extraction software, and the Service documentation, sample data, marketing materials, training material and other material provided through the Service or by Mo'mix (**Licensed Software and Documentation**) are licensed to Customer as follows: Mo'mix grants Customer a non-exclusive license during the Term, to use and copy such Licensed Software and Documentation, solely in connection with the Service.

g) TERM AND TERMINATION.

a. **Term**. This agreement continues until all orders have terminated (**Term**), and Customer reserves the right to not renew future annual subscription(s)

b. **Mutual Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured. For material breach not resolved within agreed upon period Mo'mix will reimburse Customer annual pro rata share of services rendered and goods actually received.

c. **Termination for Convenience.** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

d. **Return of Customer Data.** Within 30-days after termination, upon request Mo'mix will make the Service available for Customer to run standard reports and copy Customer Data. After such period, Mo'mix has no obligation to maintain Customer Data and may destroy it.

e. **Return or Destroy Mo'mix Property Upon Termination**. *Upon termination of this agreement for any reason,* Customer must pay Mo'mix for any unpaid amounts, and destroy or

return all property of Mo'mix. Upon Mo'mix's request, Customer will confirm in writing its compliance with this destruction or return requirement.

f. **Suspension of Service for Violations of Law.** Mo'mix may temporarily suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law. Mo'mix will attempt to contact Customer in advance.

h) LIABILITY LIMIT.

a. **EXCLUSION OF INDIRECT DAMAGES**. MO'MIX IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; LOST PROFITS AND ANY FAILURE OF DELIVERY OF THE SERVICE).

b. **TOTAL LIMIT ON LIABILITY**. MO'MIX'S LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12 MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY.

i) INDEMNITY.

a. **Defense of Third Party Claims.** Mo'mix will defend or settle any third party claim against Customer to the extent that such claim alleges that the Mo'mix technology used to provide the Service violates a copyright, patent, trademark or other intellectual property right, if Customer: (i) promptly notifies Mo'mix of the claim in writing; (ii) cooperates with Mo'mix in the defense; and (iii) allows Mo'mix to solely control the defense or settlement of the claim.

Costs. Mo'mix will pay infringement claim defense costs incurred as part of its obligations above, and Mo'mix negotiated settlement amounts, and court awarded damages.

Process. If such a claim appears likely, then Mo'mix may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If Mo'mix determines that none of these are reasonable available, then Mo'mix may terminate the Service and refund any prepaid and unused fees.

Exclusions. Mo'mix has no obligation for any claim arising from: (i) Mo'mix's compliance with Customer's designs, specification, instructions, or technical information; (ii) a combination of the Service with other technology where the infringement would not occur but for the combination; (iii) use of Customer Data; or (iv) technology not provided by Mo'mix.

This section contains Customer's exclusive remedies and Mo'mix's sole liability for intellectual property infringement claims.

b. **By Customer.** If a third-party claims against Mo'mix that any part of the Customer Data infringes or violates that party's patent, copyright or other right, Customer will defend, to the extent authorized under Texas law, Mo'mix against that claim at Customer's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Customer, provided that Mo'mix: promptly notifies Customer in writing of the claim; and allows Customer to control, and cooperates with Customer in, the defense and any related settlement.

j) OTHER TERMS.

a. **Governing Law and Forum.** This agreement is governed by the laws of the State of Texas, without regard to conflict of law principles. Any dispute arising out of or related to this agreement may only be brought in the state and federal courts for Travis County, Texas. Both parties consent to the personal jurisdiction of such courts and waive any claim that it is an inconvenient forum. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

b. **Entire Agreement and Changes.** This agreement and the order constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification of this agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.

c. **No Assignment.** Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.

d. **Independent Contractors**. The parties are independent contractors with respect to each other.

e. **Enforceability and Force Majeure**. If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for force majeure events.

f. **Money Damages Insufficient**. Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

g. **No Additional Terms.** Mo'mix rejects additional or conflicting terms of any Customer form-purchasing document.

h. **Order of Precedence**. If there is an inconsistency between this agreement and an order, the order prevails.

i. **Survival of Terms and no CISG**. Any terms that by their nature survive termination of this agreement for a party to assert its rights and receive the protections of this agreement, will survive. The UN Convention on Contracts for the International Sale of Goods does not apply.

j. **Payment for goods and services:** shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The 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 The 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.

k. **Right to Audit:** Service Provider agrees that The 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 Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

Williamson County, Texas	**Mo'mix Solutions, Inc.**
By: _____	By: Erin Latham
Name:_____	Name: Erin Latham
Title: _____	Title: President
Date: _____	Date: 11-16-15

Commissioners Court - Regular Session **44.**

Meeting Date: 12/01/2015

Award Geotechnical Engineering for Sheriffs Office

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to award Geotechnical Engineering for Williamson County Sheriff's Office Training Center, RFQ# 1507-014 to Balcones Geotechnical PLLC, the firm determined to be most qualified after evaluation of responses and approve execution of a contract.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation

Evaluation

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Max Bricka	11/23/2015 11:00 AM
County Judge Exec Asst.	Wendy Coco	11/23/2015 11:09 AM
Form Started By: Connie Singleton		Started On: 11/23/2015 08:26 AM
Final Approval Date: 11/23/2015		

WILLIAMSON COUNTY
1848

TRANSMITTAL

TO: County Judge Dan Gattis DATE: November 23, 2015

FROM: Robert B. Daigh, PE, Sr. Director of Infrastructure SK for RBD

RE: Balcones Geotechnical - Geotechnical Engineering Service for the Sheriff's Office Training Center

Enclosed for your consideration and execution are two originals of a partially executed Geotechnical Engineering Service Agreement for Geotechnical Engineering Services with Balcones Geotechnical PLLC. in the amount of $38,000.00.

These have been reviewed by the Legal and Audit Department and have been submitted for inclusion on the **December 1st agenda.**

After execution, please contact Sarah Ramos by phone (943-3338) or email sramos@wilco.org and she will make arrangements to pick up the executed documents. Please call if you have any questions. Thank you.

Department of Infrastructure
3151 SE Inner Loop, Suite B
Georgetown, TX 78626
Telephone (515) 943-3330
Fax (512) 943-3335

Geotechnical Engineering for Williamson County
SHERIFF'S OFFICE TRAINING CTR.
Evaluation
RFQ 1507-014

Evaluation Criteria	Points	Alpha	Apex	Balcones	Drash	Fugro	Kleinfelder	MLA	PSI	RABA	Terracon
Experience and capability in providing geotechnical services	40	20	20	40	15	20	20	20	20	30	20
Knowledge and experience with Williamson County soils	20	10	10	20	10	15	10	10	10	10	10
recommendations for multi-story structures.	40	20	20	40	20	20	20	20	15	20	20
TOTALS	100	50	50	100	45	55	50	50	45	60	50

Date: **September 30, 2015**

Voting Evaluation Committee Members	Department
Bob Daigh	Infrastructure
Commissioner Birkman	Commissioners' Court
Kelly Morrelli	Road and Bridge
Terron Evertson	Road and Bridge
Dale Butler	Facilities
George Mayfield	Road and Bridge

Purchasing Representatives

Connie Singleton

Jenni Walker

WILLIAMSON COUNTY
CONTRACT FOR
GEOTECHNICAL ENGINEERING SERVICES

ENGINEER: **Balcones Geotechnical PLLC** **("Engineer")**
ADDRESS: **5926 Balcones Drive, Suite 230, Austin, TX 78731**
PROJECT: Geotechnical Engineering Services for Williamson County Sheriff's Office Training Center **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR GEOTECHNICAL ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution herein below, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional Geotechnical Engineering Services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional Geotechnical Engineering Services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. National Environmental Policy Act (NEPA)
B. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
C. Americans with Disabilities Act (ADA) Regulations
D. U.S. Army Corps Regulations
E. International Building Code, current edition as updated
F. Williamson County Design Criteria & Project Development Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
GEOTECHNICAL ENGINEERING SERVICES

Engineer shall perform Geotechnical Engineering Services as identified in **Exhibit B** entitled "Geotechnical Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Geotechnical Engineering Services. 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, definite review times by County and Engineer of all Geotechnical Engineering Services 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 Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the 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. Should the review times or Geotechnical Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Geotechnical Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Geotechnical Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Geotechnical Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Geotechnical Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Geotechnical Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Geotechnical Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Geotechnical Engineering Services required under this Contract in a professional manner.

C. Commencement of Geotechnical Engineering Services. After execution of this Contract, Engineer shall not proceed with Geotechnical Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Geotechnical Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Geotechnical Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Thirty Eight Thousand Dollars ($38,000)** (the "Compensation Cap"), 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. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Geotechnical Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Geotechnical Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Geotechnical Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Geotechnical Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Geotechnical Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be

in a format acceptable to County. Satisfactory progress of Geotechnical Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursable) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Geotechnical Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Facilities Maintenance Department, to the attention of the Director. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Facilities Maintenance Department in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Geotechnical Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Geotechnical Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Geotechnical Engineering Services actually provided and performed.[1] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Geotechnical Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

[1] *See also,* Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor 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.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Geotechnical Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[2] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF GEOTECHNICAL ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Geotechnical Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Geotechnical Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued

[2] *See* Art. 6, *supra.*

and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Facilities Maintenance Dept.
Attn: Gary Wilson, Director of Facilities Division
3101 SE Inner Loop
Georgetown, Texas 78620

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

John A. Wooley, PE
Balcones Geotechnical PLLC
5926 Balcones Drive, Suite 230
Austin, TX 78731

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business

judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Geotechnical Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Geotechnical Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Geotechnical Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Geotechnical Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Geotechnical Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Geotechnical Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Geotechnical Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Geotechnical Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Geotechnical Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Geotechnical Engineering Services performed and reimbursable expenses incurred, provided such Geotechnical Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Geotechnical Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Geotechnical Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Geotechnical Engineering Services, and/or during periods when Geotechnical Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL GEOTECHNICAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Geotechnical Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Geotechnical Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Geotechnical Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Geotechnical Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Geotechnical Engineering Services, a written Work Authorization, which sets forth the Additional Geotechnical Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Geotechnical Engineering Services not directly associated with the performance of the Geotechnical Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED GEOTECHNICAL ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Geotechnical Engineering Services or parts thereof which involve changes to the original Geotechnical Engineering Services or character of Geotechnical Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Geotechnical Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Geotechnical Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Geotechnical Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Geotechnical Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Geotechnical Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost

or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Geotechnical Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Geotechnical Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Geotechnical Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Geotechnical Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Geotechnical Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Geotechnical Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Geotechnical Engineering Services, and adequate and sufficient personnel and equipment to perform the Geotechnical Engineering Services as required. 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 reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Geotechnical Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for

performance of the Geotechnical Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Geotechnical Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF GEOTECHNICAL ENGINEERING SERVICES

Engineer's Geotechnical Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Geotechnical Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Geotechnical Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Geotechnical Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Geotechnical Engineering Services for compliance with this Contract. If necessary, the completed Geotechnical Engineering Services shall be returned to Engineer, who shall perform any required Geotechnical Engineering Services and resubmit it to County. This process shall be repeated until the Geotechnical Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Geotechnical Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work 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 Final Approval shall be paid for as Additional Geotechnical Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Geotechnical Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County 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.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE GEOTECHNICAL ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Geotechnical Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Geotechnical Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be

paid to Engineer. In determining the value of the Geotechnical Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Geotechnical Engineering Services at termination will be based on a percentage of the Geotechnical Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Geotechnical Engineering Services to the date of default, the amount of Geotechnical Engineering Services required which was satisfactorily completed to date of default, the value of the Geotechnical Engineering Services which are usable to County, the cost to County of employing another firm to complete the Geotechnical Engineering Services required and the time required to do so, and other factors which affect the value to County of the Geotechnical Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Geotechnical Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Geotechnical Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Geotechnical Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Geotechnical Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO

CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Geotechnical Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate Geotechnical Engineering submissions to County in accordance with the Texas Geotechnical Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $1,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be

excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000.00 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. 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.

F. Certification of Coverage. 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. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each

subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Facilities Maintenance Dept.
   Attn: Gary Wilson, Director of Facilities Division
   3101 SE Inner Loop
   Georgetown, Texas 78620

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Geotechnical Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, 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 Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further 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.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Facilities Maintenance Dept.
Attn: Gary Wilson, Director of Facilities Division
3101 SE Inner Loop
Georgetown, Texas 78620

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: John A. Wooley, PE
Balcones Geotechnical PLLC
5926 Balcones Drive, Suite 230
Austin, TX 78731

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Geotechnical Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional Geotechnical Engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and

in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. 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 Contract, 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 Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

K. No Waiver of Immunities. Nothing in this Contract 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract 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.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County.

Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the

Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20____

ENGINEER

BALCONES GEOTECHNICAL PLLC

By _____

Printed Name: John A. Wooley, PE

Title: Principal

Date: Nov 19, 2015

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Geotechnical Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

BALCONES GEOTECHNICAL, PLLC
Name of Firm



Signature of Certifying Official

John A. Wooley, PE
Printed Name of Certifying Official

Principal
Title of Certifying Official

Nov. 19 2015
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by John A Wooley the Principal of Balcones Geotechnical on behalf of said firm.

DAVID PETTY
Notary Public, State of Texas
My Commission Expires
June 20, 2017

Notary Public in and for the
State of Texas

My commission expires: June 20 2017

EXHIBIT B

GEOTECHNICAL ENGINEERING SERVICES

The project will include a new single-story 22,175 sf building structure, with associated parking and driveway areas. The project site parcel is located on Chandler Road, just east of the existing Sheriffs Office complex. In addition, plans call for installation of a 12- to 16-inch diameter water line totaling about 4,000 linear feet in length. Further, it is desired to investigate foundation conditions along the CMU block wall that fronts the property, for input to possible reconstruction of the wall.

The geotechnical investigation for the Project will include field, laboratory, and Geotechnical engineering phases. The scope of services is set out in the three study phases, a cost estimate, and an estimated schedule.

Field Investigation

Based on available geologic information and previous work in the area, the Project site is underlain by surficial clay soils and limestone of the Austin formation. Surficial soils likely consist of highly plastic, potentially expansive clay. Groundwater and surface water drainage are also known to be present. Engineer will perform the following drilling scope:

- 6 borings to 30 feet within the proposed building footprint;
- 5 borings to 10 foot depth within the proposed parking and driveway areas;
- 2 auger borings to 10 feet depth to evaluate On-Site Sanitary Facility (OSSF);
- 5 borings to 20 ft and 3 borings to 30 ft depth along the proposed water line and CMU wall alignments, and
- Up to 2 provisional borings should building location be shifted significantly.

A site plan showing the proposed boring locations is attached as Plate 1. Total drilling footage will be about 500 feet, including provisional borings. We will install groundwater piezometers if we encounter significant groundwater and it is deemed important to our investigation.

Laboratory Testing

Laboratory index tests (natural water contents, Atterberg limits, and partial gradation analyses) will be performed to classify soil strata and evaluate plasticity.

Unconfined compression and triaxial compression tests will be conducted on selected undisturbed clay or rock specimens to evaluate the compressive and shear strength of the subsurface strata. Swell tests will also be performed on high plasticity soils to develop an understanding of soil swell potential. Soluble sulfate tests will be performed on soils from proposed parking areas.

Geotechnical Engineering Report

Geotechnical Engineering analyses of the results of the field and laboratory data will be made to develop recommendations for design of the building structure, pavements, and the detention pond. If warranted, we can compile a preliminary report with preliminary findings before finalizing our recommendations. Engineer final report of the investigation will include the following:

1. General subsurface conditions, including boring logs with descriptions of strata. summaries of laboratory test results, and water levels obtained at the time of drilling;
2. Boring location plan;
3. Recommended foundation design type (shallow foundations option on a select fill pad and/or deep foundations) and structural design parameters to be used by the structural engineer in design of foundations for the single story structure;
4. Recommendations for construction of slab on ground foundations including any special procedures that might be required to mitigate foundation heave;
5. Recommendations for design of drilled shaft foundations for support of a replacement wall fronting the project;
6. Classification and sulfate test results for use by the County in performing pavement thickness designs;
7. Soil, gravel and groundwater analyses for evaluation of On-Site Sanitary Facility (OSSF) requirements;
8. Recommendations for detention pond construction including foundation recommendations for discharge structures, permanent slope configurations, and lateral earth pressure parameters;
9. Recommendations for site preparation and site work necessary to

properly construct the foundations including selection and compaction of select fill material(s); and

10. Other recommendations as outlined in the structural engineer's (Datum) letter of October 7, 2015.

One digital (PDF) copy of the report will be submitted unless otherwise requested.

Construction Phase Services

As requested, Engineer will provide limited construction phase services by making at least one site visit during installation of foundation elements. The purpose of these site visits will be to assure that the foundation bearing material(s) are in conformance with our final recommendations. In addition, as requested by the structural engineer, final plans and specifications developed by the structural engineer will be reviewed to assure proper interpretation and implementation of pour recommendations.

Cost Estimate

Based on the scope of work outlined the Engineer estimates a fee of $35,000.00 to conduct the investigation. The breakdown of the Engineer estimated fee is presented below:

Field Investigation - Staking and clearing borings, mob and drilling	$ 15,300.00
Provisional Borings (2 to 30 feet)	$ 2,000.00
Laboratory Investigation - Classification, Swell and Strength Tests	$ 4,500.00
Technical Services - Drafting and Report Preparation	$ 2,700.00
Meetings, Coordination and Plan Review	$ 3,000.00
Geotechnical Engineering - Analyses, Recommendations and Report	$ 5,300.00
Total Report Cost Estimate	$ 32,800.00
Construction Phase Services	$2,200.00
TOTAL ESTIMATED COST	$ 35,000.00

The estimated fee is based on the following:

1. Boring locations will be accessible with truck-mounted drilling equipment;
2. An electronic copy of a site plan showing the location of the structure is

provided for reparing our Boring Location Plan;

3. The boring locations will be located in the field by our field crew and we will clear utilities prior to drilling by calling in locations to One-Call; and
4. Right of entry and access will be provided by others.

The fee may be exceeded if site conditions are significantly different than anticipated or changes in work are required or requested. However, the maximum fee will not be exceeded without the County's prior written authorization as required by the contract. Required additions to the above scope of services would be invoiced in accordance with the terms of the contract.

Schedule

Weather and site conditions permitting, field operations can start within one or two weeks after formal authorization to proceed. Borings will take three or four days to complete. Under normal circumstances, laboratory testing and report preparation will take an additional four to six weeks to complete. Engineerwill keep the County verbally informed of our findings as they become available

EXHIBIT C
WORK AUTHORIZATION
(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: Geotechnical Engineering Services for Williamson County Sheriff's Office Training Center

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Geotechnical Engineering Services, being dated _____ ____, 20____ and 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 Geotechnical Engineering Services set forth in Attachment "B" of this Work Authorization.

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 Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20____. The Geotechnical Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By: _____	By: _____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D
RATE SCHEDULE

FEE SCHEDULE FOR GEOTECHNICAL FIELD, LABORATORY AND ENGINEERING SERVICES

1.	**Field Investigation**			
1.1.	Mobilization and demobilization, per mobilization			
1.1.1	Drill truck, water truck, pickup, and crew	$	3.75/mile
1.1.2	All-terrain drill rig, pickup, and crew	$	6.00/mile
1.2.	All-terrain vehicle with drill rig (additional charge)	$	600.00/day
1.3.	Drilling and sampling		
1.3.1	Drilling and sampling with 3-inch, thin-walled tube sampler, continuous to 10.0 ft, 5.0-ft intervals thereafter	$	20.00/foot
1.3.2	Continuous drilling and sampling with 3-inch, thin-walled tube sampler or split-spoon sampler for environmental screening	$	32.00/foot
1.4.	Standard penetration tests	$	20.00/each
1.5.	TxDOT cone penetration tests	$	28.00/each
1.6.	Rock coring, NX or similar core barrel		
1.6.1	Drilling in soft rock (Austin Chalk, Eagle Ford Shale, etc.)	$	27.50/foot
1.6.2	Drilling in hard rock or cavitated rock (Edwards, Buda, Glen Rose, Georgetown, and Walnut Formations)	$	29.50/foot
1.7.	Wash or auger borings drilled and logged from cuttings:		
1.7.1	Soil	$	13.00/foot
1.7.2	Rock	$	19.00/foot
1.8.	Casing of boreholes	$	15.00/foot
1.9.	Hourly charges for boring layout, excessive time spent gaining access to boring locations, backfilling boreholes, cleaning up site, installing piezometers, and for other reasons beyond our control	$	185.00/hour
1.10.	Rental of concrete core drilling equipment or equipment to gain site access, or traffic control devices		Cost
1.11.	Materials for piezometers, grouting, etc.		Cost
1.12.	Surveying or other outside contractors		Cost
1.13.	Traffic control		Upon Request
1.14.	Per diem for out-of-town assignments, per person	$	125.00/night
1.15	High-pressure steam cleaner	$	400.00/day
1.16	OVA meter		Upon Request
1.17	Steel drums for drill cuttings (delivered)	$	75.00/each
1.18	Plugging boreholes with bentonite/concrete slurry	$	8.00/foot
1.19	Cone penetrometer testing	$	3,250.00/day
2.	**Laboratory Tests**			
2.1.	Natural water content and soil classification	$	15.00/each

2.2	Plastic and liquid limits	$	85.00/each
2.3.	Free swell test	$	85.00/each
2.4.	Pressure swell test	$	135.00/each
2.5.	Uniaxial pressure-strain test	$	60.00/each
2.6.	Sieve analysis (No. 4, 40, and 200 sieves)	$	65.00/each
2.7.	Percent material passing a single sieve	$	45.00/each
2.8.	Minus No. 200 sieve	$	45.00/each
2.9.	Hydrometer analysis	$	200.00/each
2.10.	Unit dry weight determination and natural water content	$	18.00/each
2.11.	Unconfined compression test, soil	$	65.00/each
2.12.	Unconfined compression test, rock	$	75.00/each
2.13.	Unconsolidated-undrained triaxial compression test	$	95.00/each
2.14.	Standard Proctor (ASTM D-698) compaction test	$	230.00/each
2.15.	Modified Proctor (ASTM D-1557) compaction test	$	230.00/each
2.16.	TxDOT (TEX-113-E) compaction test	$	240.00/each
2.17.	California Bearing Ratio (CBR)	$	275.00/point
2.19.	Consolidation test, 7-load increments	$	750.00/each
	Additional load increments	$	100.00/each
2.19.	Permeability of silt or clay	$	250.00/each
2.20.	Specific gravity	$	50.00/each
2.21.	Volumetric shrinkage	$	75.00/each
2.22	Chemical and analytical testing by outside laboratory		Cost

3. **Engineering and Technical Personnel**

3.1.	Senior Consultant/Project Principal	$	225.00/hour
3.2.	Senior Project Manager	$	180.00/hour
3.3.	Project Manager	$	170.00/hour
3.4	Project Engineer	$	135.00/hour
3.5	Project Geologist	$	95.00/hour
3.6	Laboratory Manager	$	95.00/hour
3.7.	Graduate Engineer	$	85.00/hour
3.8.	Senior Engineering Technician	$	75.00/hour
3.9.	Technician and Draftsperson	$	70.00/hour
3.10.	Word Processor	$	50.00/hour

4. **Report Reproduction and Miscellaneous**

4.1.	Outside services, printing, reproduction, etc.		Cost
4.2.	Outside technical assistance		Cost
4.3.	Transportation	$	0.55/mile

Rates for other tests and services quoted on request.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

The Williamson County Vendor Reimbursement Policy attached hereto as Exhibit "E" shall control in the event there is a conflict between Engineer's Rate Schedule and the Williamson County Vendor Reimbursement Policy.

EXHIBIT E
Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel

expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.

3.6 No meals purchased for entertainment purposes will be allowed.
3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following: 7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to air, hotel and/or car rental
10.13 Auto repairs
10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
10.15 Saunas, massages or exercise facilities
10.16 Credit card delinquency fees
10.17 Doctor bills, prescription and other medical services
10.18 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies
10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Commissioners Court - Regular Session **45.**

Meeting Date: 12/01/2015

FUELMASTER Software and hardware for Williamson County Fleet

Submitted By: Lisa Maraden, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on exempting SYN-TECH/FUELMASTER from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, as the sole source provider of the fuel system management software and hardware used to track and dispense fuel to county vehicles.

Background

SYN-TECH/ FUELMASTER is the provider of the fuel system management software and hardware that is used to track and dispense fuel to county vehicles. The system was purchased in 2009 and has been in service continuously since that time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sole Source Justification

Sole Source Recommendation Letter

Notarized Sole Source Letter

Department Head Recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Max Bricka	11/23/2015 11:53 AM
County Judge Exec Asst.	Wendy Coco	11/23/2015 01:50 PM
Form Started By: Lisa Maraden		Started On: 11/23/2015 10:33 AM
Final Approval Date: 11/23/2015		

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Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

11/18/15

Williamson County Commissioners Court

Re: Sole Source request from Fleet Services for FUELMASTER software and hardware from Syntech Systems, Inc.

Dear County Judge and Commissioners,

Recently our county Fleet department made a request for the **sole source purchase of FUELMASTER software and hardware from Syntech Systems, Inc.** After reviewing all documentation requested and provided by Fleet Services**, I recommend qualifying this request as a sole source purchase per Texas Local Government Code section 262.003.**

The process has included the following:

- A signed Sole Source Justification Request submitted by Randy Rodgers
- A written quote provided by the supplier
- A letter of justification from the supplier, establishing why they their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Randy Rodgers, Director of Fleet Services

If you have any questions or concerns, please contact me at any time.

Sincerely,

Max Bricka
Williamson County
Purchasing Agent / Director

WILLIAMSON COUNTY
512.943.1555 Fax 512.943.1575
mbricka@wilco.org www.wilco.org
901 S. Austin Ave.
Georgetown, Texas 78626

WILLIAMSON COUNTY
1848

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Patrick Peacock, who after being duly sworn on oath stated the following:

My name is Patrick Peacock. My title is Contract Administrator.
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

> **Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.**

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: Please See Attached Sole Source Letter.
I am the sole-source supplier of this item because: _____. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 29th day of October, 20 15.

Patrick Peacock
[Signature]

Patrick Peacock, Contract Administrator
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on 29th Oct, 2015, by

Teresa M. Taylor
[Printed Name]

TERESA M. TAYLOR
Notary Public - State of Florida
Commission # FF 913163
My Comm. Expires Dec 18, 2019
Bonded through National Notary Assn.

T M Taylor
[Signature] Notary Public

State of Florida
My Commission expires on 12/18/19

FUELMASTER

ENGINEERED BY syntech

October 28, 2015

Williamson County

To Whom It May Concern:

Syntech Systems, Inc. (STS) is the sole source for FUELMASTER® Software and Hardware. Syntech Systems, Inc. designed and developed the software to work with its accompanying hardware – FUELMASTER ® models 2000, 2500, 2500Plus, 3000, 3500Plus and AIM2 and AIM 2.4 modules. Also STS holds the copyrights to the FUELMASTER® code and patents on the hardware. All software and hardware are developed and maintained by Syntech's engineering department.

Fuel management systems are not interchangeable. There are three major components of a fuel management system: the island controller, the access device that activates dispensers through the island controller, and the system software that operates on a PC and provides reports and data. All three components must be from the same manufacturer for the system to function. The access device (in this case the PROKEE® read/write key) must be able to fit into a receptacle designed to receive it on the island controller, and it must have information within the correctly designated fields. Or, if using AIM2 equipment, the island controller must communicate by radio frequency with vehicle AIM2 and vice versa. If from either a hardware or software standpoint, the system and data are not compatible, the fuel dispensers cannot be activated. The software that resides on a PC is used to dial up the island controller and download fuel transactions and upload system information and lockout or lock-in list. It the software is not designed to match the island controller, it cannot access the data and transactions in the island controller nor can it even communicate with the fuel island controller.

If you should require any further information, please call me at (800) 888-9136, extension 1321.

Sincerely,
Syntech Systems, Inc.

Barbara Reker
Sales Support Specialist

To: Max Bricka, Director of Purchasing

From: Randy Rodgers, Director of Fleet Services

Date: 10/29/2015

Subject: Sole Source Recommendation Letter

SYN-TECH/FUELMASTER is the provider of the fuel system management software and hardware we use to track and dispense fuel to county vehicles. This system was purchased in 2009 and has been in service continuously since that time.

In addition SYN-TECH is the copyright and patent design holder for hardware and software used in this system. Given that fact we expect to continue to use this fuel management system for the foreseeable future I recommend we grant them sole provider status for the purposes of continuing to maintain and repair the WILCO owned fuel system.

Randy Rodgers

Director of Fleet Services

3151 S.E. Inner Loop

Georgetown Texas 78628

512-943-3368

Commissioners Court - Regular Session **46.**

Meeting Date: 12/01/2015

Williamson County IP Simulcast Conversion and Granger Simulcast Completion

Submitted By: Catherine Roberts, Radio Communication System

Department: Radio Communication System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and approve the Motorola statement of work contract for the Granger tower simulcast completion and the tower network internet protocol conversion.

Background

Requested project approved in Commissioner's Court, November 3, 2015. Presented with Capital Improvement plan 2016 for certificates of obligation funding.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Motorola Statement of Work

WC Addendum

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 01:55 PM
Form Started By: Catherine Roberts		Started On: 11/23/2015 11:35 AM
Final Approval Date: 11/23/2015		

Motorola Solutions, Inc.
1507 LBJ Freeway, Suite 700
Farmers Branch, TX. 75234
USA

November 12, 2015

Catherine Roberts
Williamson County
508 Rock St
Georgetown, TX 78626

RE: IP Simulcast Upgrade and Granger Site Add Project

Dear Ms. Roberts:

Motorola Solutions, Inc. (Motorola) is pleased to present to you the enclosed proposal for the Granger Site and IP Simulcast Upgrade Project. The Proposal consists of this cover letter, the Statement of Work, the System Description, Equipment List, and the HGAC Communications System Purchase Agreement (SPA).

The Proposal is valid for ninety (90) days from the date of this letter and is subject to the terms and conditions of the attached HGAC System Purchase Agreement, or a negotiated version thereof. Motorola would be happy to discuss any concerns the County may have with the Proposal.

Sincerely,

MOTOROLA SOLUTIONS, INC.



Edward Fuerst
Motorola Solutions Sales and Services, Inc. Vice President
North America Government Markets

IP SIMULCAST UPGRADE AND GRANGER SITE ADD

MOTOROLA

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SYSTEM DESCRIPTION

1.1 SYSTEM OVERVIEW

The Williamson County, TX Simulcast Subsystem is a simulcast radio system connected to the Austin/Travis County ASTRO 25 Regional Radio System. Williamson County has requested a proposal to upgrade their existing ASTRO 25 circuit based simulcast system utilizing T1 site links to an IP-based simulcast system utilizing Ethernet site links . The County's existing loop microwave network provides the backhaul network connecting the RF sites together. The microwave network was upgraded in 2015 and will be used to provide the Ethernet site backhaul required for this system upgrade. This IP simulcast upgrade will migrate the Prime and nine RF sites from Circuit Switched to IP Simulcast. The IP technology has been extended for the Project 25 platform to include a cost-effective IP Simulcast offering that eliminates the need for channel banks and utilizes Ethernet connectivity to the RF sites. This system upgrade would refresh and/or replace equipment that has or is reaching end-of- life by providing the latest and greatest solutions offered by Motorola. The system will be upgraded to system release 7.13 as part of this proposed upgrade.

Motorola is also proposing the addition of the 10th simulcast site at Granger. This site will have 15 simulcast channels in 800 MHz and one, VHF paging channel. The simulcast channels will be deployed as an IP simulcast site, utilizing Ethernet backhaul, at system release 7.13. The high level system layout is as shown in the following ASTRO 25 network layout in Figure 1-1.

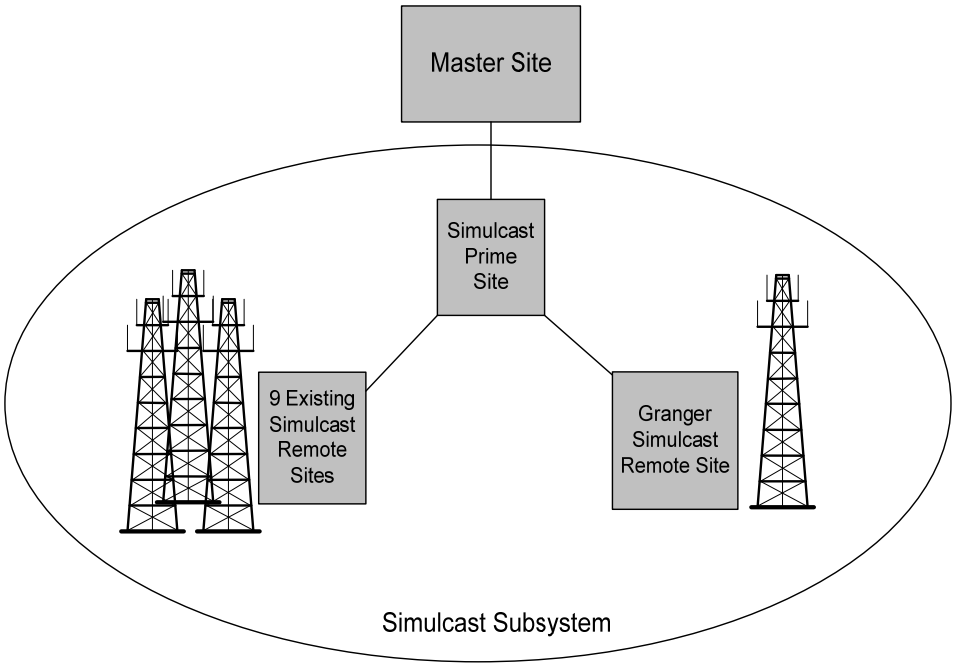


Figure 1-1: ASTRO 25 Network Layout

The Williamson County Simulcast Subsystem currently consists of a Prime Site and nine 15-channel Remote Sites. The Simulcast Expansion project will add one additional fifteen-channel Remote Site

near Granger, Texas. The Granger Remote Site coordinates are approximate to be 30:43:10N 097:30:27W. The new site antennas will be mounted at the height for optimal simulcast coverage on the existing tower. The Granger Remote Site will connect back to the Prime Site via an existing 6GHz microwave link.

The migration to IP simulcast requires the following modifications at the Prime and RF Sites:

Prime Site

- Replace existing ATAC 9600 Comparators with new GCM 8000 comparators.
- Remove existing Channel Banks.
- Install a new Switching and Routing Center (SRC).
- Upgrade the redundant GCP 8000 Prime Site Controllers software.

RF Sites

- Remove existing TenSr Channel Banks.
- Flash upgrade the existing GTR base radios with IP simulcast software.
- Replace routers and switches at the RF Sites.
- Implement a redundant router design.

1.2 NEW G-SERIES PLATFORM

Motorola's ASTRO 25 networks utilize Motorola's new G-series portfolio of products. This software defined architecture provides a lower total cost of ownership by offering the flexibility to add additional capabilities through software upgrades as they become available. Several key advantages of the new G-series platform are:

- Base station, comparator, and site controller share common hardware.
- Installation and service costs are minimized with common hardware platforms.

Below are some of the Key features of the G-Series stations:

- Software configurable products.
- Support for P25 FDMA and TDMA trunking.
- Linear transmitter.
- 2-branch receive diversity.
- IP analog voting and simulcast.
- Common hardware architecture with modular FRU design.
- Integrated RFDS.

1.3 EQUIPMENT BY SITE FOR IP UPGRADE

This section describes the proposed equipment at the different locations for the Williamson County IP simulcast upgrade project. The system consists of the Twin Towers Prime site collocated with a RF Site and eight other remote RF sites. Below is the equipment breakdown by site:

1.3.1 Twin Towers Simulcast Prime with Co-Located RF Site

- Qty (15) GCM 8000 Comparators.
- Qty (2) HP2620 Remote Site Switches.
- Qty (15) GTR Base Radio Flash Upgrades.
- Qty (2) GCP 8000 Site Controller Flash Upgrades.

- Qty (2) Subsite Access Routers
- Qty (1) Spare Gateway.
- Qty (1) Spare Switch.
- Qty (1) Spare GTR Base Radio Flash Upgrade.
- Qty (1) Spare Comparator card

1.3.2 Cedar Park Simulcast Remote RF Site

- Qty (2) HP2620 Remote Site Switches.
- Qty (15) GTR Base Radio Flash Upgrades.
- Qty (2) GGM8000 Gateway.

1.3.3 Liberty Hill Simulcast Remote RF Site

- Qty (2) HP2620 Remote Site Switches.
- Qty (15) GTR Base Radio Flash Upgrades.
- Qty (2) GGM8000 Gateway.

1.3.4 Thrall Simulcast Remote RF Site

- Qty (2) HP2620 Remote Site Switches.
- Qty (15) GTR Base Radio Flash Upgrades.
- Qty (2) GGM8000 Gateway.

1.3.5 Florence Simulcast Remote RF Site

- Qty (2) HP2620 Remote Site Switches.
- Qty (15) GTR Base Radio Flash Upgrades.
- Qty (2) GGM8000 Gateway.

1.3.6 High Country Water Tower Simulcast Remote RF Site

- Qty (2) HP2620 Remote Site Switches.
- Qty (15) GTR Base Radio Flash Upgrades.
- Qty (2) GGM8000 Gateway.

1.3.7 Tower Road Simulcast Remote RF Site

- Qty (2) HP2620 Remote Site Switches.
- Qty (15) GTR Base Radio Flash Upgrades.
- Qty (2) GGM8000 Gateway.

1.3.8 Cedar Park South Simulcast Remote RF Site

- Qty (2) HP2620 Remote Site Switches.
- Qty (15) GTR Base Radio Flash Upgrades.
- Qty (1) GGM8000 Gateway.

1.3.9 Taylor Simulcast Remote RF Site

- Qty (2) HP2620 Remote Site Switches.
- Qty (15) GTR Base Radio Flash Upgrades.
- Qty (1) GGM8000 Gateway.

1.4 ADDITION OF RF EQUIPMENT TO THE GRANGER SITE AS THE 10TH SIMULCAST SITE

- Qty (15) GTR Base Radios for 800 MHz Simulcast.
- Qty (1) GTR Base Radio for VHF Simulcast Paging.
- Qty (2) GGM8000 Gateways
- Qty (1) Conventional Channel Gateway
- Qty (1) VHF antenna for Paging.
- Qty (1) VHF Duplexer for paging.
- Qty (2) 10 Channel Combiners in the 800 Mhz Band.
- Qty (3) 800 Mhz antennas for Simulcast Channels.
- Qty (2) 435 Ft of 1-1/4” Coax Cables for transmit Antenna Lines for 800 MHz System
- Qty (1) 435 Ft of 7/8” Coax Cable for receive antenna line for 800 MHz system
- Qty (1) 430 Ft Coax Cable for Main Antenna Line for VHF Paging

The Granger Site will be implemented as an Ethernet IP Simulcast Site, at system release 7.13, utilizing the County’s existing Ethernet based, loop microwave network.

1.5 ASSUMPTIONS AND DEPENDENCIES

Motorola has based the system design on information gathered from meetings with Williamson County and an analysis of their existing system. All assumptions have been listed below for review by Williamson County. Should Motorola’s assumptions be deemed incorrect or not agreeable to Williamson County, a revised proposal with the necessary changes and adjusted costs will be required.

- A 402-foot guyed tower exists at the Granger Remote Site location.
- Williamson County is responsible for any tower remediation or tower repairs per the tower analysis reports. No remediation efforts are included in this proposal.
- No coverage guarantee/commitment is provided for the VHF paging repeater.
- The VHF paging repeater will reside on a new VHF license pair separate from the other paging sites to minimize interference.
- Williamson County is responsible for all frequency procurement and FCC licensing of the VHF channel.
- For the VHF paging repeater, additional network lines (Microwave or T1 links) will not be added but will instead utilize an existing control station at ESOC to provide backup dispatch connectivity.

1.6 ACCEPTANCE TEST

Acceptance of the Simulcast Expansion project is based partially on completion of a Functional Acceptance Test Plan (FATP) and a Coverage Acceptance Test Plan (CATP) for the Granger site only.

1.6.1 Functional Acceptance Test

The FATP tests the function of the installed equipment included as part of this project to verify operation. Typical trunking features, such as Talkgroup Call and Patch Call will be tested, as well as applicable failure scenarios, such as Loss of Ethernet Switch and Loss of AC Service. A detailed Acceptance Test Plan will be presented and reviewed with Williamson County during the Contract Design Review. A high level acceptance plan is presented below. This high-level plan is subject to change pending final review with Williamson County.

The proposed Granger Simulcast Site will be considered accepted after successful completion of the following tests:

- Verification of optimization parameters such as repeater power out and antenna sweeps.
- Completion of the FATP..

1.6.2 Radio System - Coverage Acceptance Test for Granger Site

The radio system coverage is largely dependent upon the number of RF sites and their heights and locations. For this proposal, Williamson County provided Motorola with the location of its existing Granger tower site as a preferred site location.

The CATP is for covered area reliability and tests the reliability of the painted coverage area shown on the coverage map for the Granger RF site. The area to be tested will be for the Granger site only, or as agreed upon between Motorola and Williamson County, and will be divided into one-square-mile test tiles. Smaller test tiles may be required to get enough test tiles to provide a reliable and statistically valid test. A Motorola representative and a Williamson County representative will test each grid that is completely painted by the coverage map for the Granger site. Each grid test will consist of a subjective talk-and-listen test, in which outbound audio to the team from dispatch and inbound audio from the team to dispatch is compared against the Delivered Audio Quality (DAQ) 3.4 requirement. All grids in which inbound and outbound audio pass the DAQ 3.4 test on the first try are considered a pass. In the event that inbound or outbound audio does not pass on the first try, one retry is allowed, for which the Williamson County representative will turn and take one step in any direction and repeat the test process. Inaccessible painted tiles will be excluded from the test, meaning they will not be counted as pass or fail, and will not be included in the total number of tested tiles. The final reliability will be calculated by dividing the number of passed tiles by the total number of tiles tested; a result of 95% or better will be considered a passed CATP.

A CATP (Coverage Acceptance Test Plan) for the VHF paging repeater is not included in this proposal.

SECTION 2

EQUIPMENT LIST

2.1 WILLIAMSON COUNTY IP SIMULCAST (AN UPDATED EQUIPMENT LIST WILL BE PROVIDED DURING THE DETAIL DESIGN REVIEW)

QTY	NOMENCLATURE	DESCRIPTION
1	T7140	G-SERIES SOFTWARE UPGRADE
1	CA01195AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	CLN1856	2620-24 ETHERNET SWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	CA01618AA	ADD: CONV CHAN GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	CA01618AA	ADD: CONV CHAN GATEWAY
1	T7140	G-SERIES SOFTWARE UPGRADE
1	CA01195AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE
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1	T7140	G-SERIES SOFTWARE UPGRADE
1	CA01196AA	ADD: IP BASED MULTISITE SITE CONTROLLER SOFTWARE UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
1	CA01196AA	ADD: IP BASED MULTISITE SITE CONTROLLER SOFTWARE UPGRADE
1	T7321	GCM 8000 COMPARATOR
2	CA01183AA	ADD: GCM 8000 COMPARATOR
2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
1	CA01400AA	ADD: POWER CABLE, DC
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7321	GCM 8000 COMPARATOR
2	CA01183AA	ADD: GCM 8000 COMPARATOR
2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
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1	CA01195AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
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1	T7140	G-SERIES SOFTWARE UPGRADE
1	CA01195AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE
2	CLN1856	2620-24 ETHERNET SWITCH
2	SQM01SUM0205	GGM 8000 GATEWAY
2	CA01619AA	ADD: DC POWER

QTY	NOMENCLATURE	DESCRIPTION
1	T7140	G-SERIES SOFTWARE UPGRADE
1	CA01195AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE
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2	SQM01SUM0205	GGM 8000 GATEWAY
2	CA01619AA	ADD: DC POWER
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2	CLN1856	2620-24 ETHERNET SWITCH
2	SQM01SUM0205	GGM 8000 GATEWAY
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1	CA01195AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE
2	CLN1856	2620-24 ETHERNET SWITCH
2	SQM01SUM0205	GGM 8000 GATEWAY
2	CA01619AA	ADD: DC POWER
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1	T7140	G-SERIES SOFTWARE UPGRADE
1	CA01195AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE
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1	T7140	G-SERIES SOFTWARE UPGRADE
1	CA01195AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE
2	CLN1856	2620-24 ETHERNET SWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER
1	T7140	G-SERIES SOFTWARE UPGRADE
1	CA01195AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE
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QTY	NOMENCLATURE	DESCRIPTION
1	T7140	G-SERIES SOFTWARE UPGRADE
1	CA01195AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
1	CA01195AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
1	CA01195AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE UPGRADE
2	CLN1856	2620-24 ETHERNET SWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01619AA	ADD: DC POWER

2.2 GRANGER SIMULCAST SITE ADD-ON

QTY	NOMENCLATURE	DESCRIPTION
		VHF PAGING
1	T7039	GTR 8000 Base Radio
1	X530BG	ADD: VHF (136-174 MHz)
1	CA01949AA	ADD: ANALOG ONLY CONV SW
1	X182CB	ADD: DUPLEXER, 144-160 MHz, THEN TX AND RX MUST BE 144-160
1	X265AN	ADD: NARROW PRESELCTOR, 136-154 MHz
1	X676BI	ADD: EXT DUAL CIRCULATOR, 144-160 MHz
1	CA01954AA	ADD: WILDCARD W/GPIO
1	CA01400AA	ADD: POWER CABLE, DC
1	X153AW	ADD: RACK MOUNT HARDWARE
1	DSSP4KHAM25B1A	BREAKER, 25 AMP
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA02108AA	DIRECT SHIP (NO STAGING)
1	CA01619AA	ADD: DC POWER
1	CA01618AA	ADD: CONV CHAN GATEWAY
1	DSSP4KHAM05B1A	BREAKER, 5 AMP
1	F4528	GMC_PER_DEVICE_SW_LICENSES
1	VA00321	GMC_SW_LIC_PER_GTR 8000_CONV_BR
1	F2463	RTU_PER_DEVICE_SW_LICENSES
1	VA00321	RTU_SW_LIC_PER_GTR 8000_CONV_BR
1	DSCOL54160	OMNI, MEANDER COLLINEAR, 6.0 DBD, 150-160 MHz, PIM RATED
1	DSUC1143	PIPE TO PIPE CLAMP, 1.5" TO 5" PIPE, SET OF 3 CLAMPS
1	SIDEARMPLACEHOLDER	
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	TT05543AA	ADD: 7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE, ANT END
1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTENNA END

QTY	NOMENCLATURE	DESCRIPTION
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
430	L3617	7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORREGATED CABLE (AVA5-50FX)/FOOT
1	DDN1077	7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE (MOTOROLA SPECIFIC)
1	TT04969AA	ADD: CONNECTOR ATTACHMENT FEE FOR AVA5-50 ANT END
1	DDN1077	7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE (MOTOROLA SPECIFIC)
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	DSF4PDMV2C	F4PDMV2-C 1/2" 7-16 DIN MALE CONNECTOR
1	DSF4NRHC	F4NR-HC 1/2" TYPE N MALE RIGHT ANGLE CONNECTOR
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
1	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
7	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
2	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
15	DSASSH78	7/8" SNAPSTAK HANGER 10PK
1	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	DSSSH12	SSH-12 1/2" SNAPSTAK HANGER 10PK
1	MDN6816	STD HANGERS FOR 1/2IN CABLE & EW180/EW220/EW-HANGER KIT STAINLESS-10PK
1	DLN1376	FRU: VHF (136-174 MHz) XCVR
1	DLN1377	FRU: VHF (136-174 MHz) PA
1	DLN6781	FRU POWER SUPPLY
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DDN1077	7-16IN DIN FEMALE CONNECTOR EZ-FIT FOR 7/8IN CABLE (MOTOROLA SPECIFIC)
1	DSF4PDMV2C	F4PDMV2-C 1/2" 7-16 DIN MALE CONNECTOR
1	DSF4NRHC	F4NR-HC 1/2" TYPE N MALE RIGHT ANGLE CONNECTOR
		MASTER SITE LICENSES
1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE
1	CA00996AK	NM/ZC LICENSE KEY 7.13
1	CA00997AK	UCS LICENSE KEY 7.13
1	CA02106AA	ASTRO 25 FDMA VOICE SITE
3	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
		GRANGER REPEATER
15	T7039	GTR 8000 Base Radio
15	CA00855AA	ADD: 700/800 MHz
15	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
15	CA00883AA	ADD: 800 MHz TX FILTER W/PMU

QTY	NOMENCLATURE	DESCRIPTION
15	X153AW	ADD: RACK MOUNT HARDWARE
15	CA01400AA	ADD: POWER CABLE, DC
2	SQM01SUM0205	GGM 8000 GATEWAY
2	CA01616AA	ADD: AC POWER
1	DSTRAK91009EDC	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM DC
1	DSTRAK91071	FOUR PORT IRIG B TIME CODE FDM
4	DSTRAK91061	FOUR PORT DDM
3	THN1013	RACK 7.5' OPEN
1	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
2	DSTSJ48CLT	SPD, RJ-45 OR HARDWIRE CONNECTED FOR T1/E1, PROTECTS 4 WIRES
3	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
		GRANGER RFDS
1	DS428E83I01M48	MULTICOUPLER UNIT, NON-DIVERSITY, 796-824 MHz, SNMP, 48 VDC
1	DS8986A0210	PRESELECTOR 806-824 MHz 10 MHz BW 19 IN MOUNT (428 SERIES ONLY)
1	DSWIJD86210S	COMB WAV-G 851-869 10 CH 7/16 ANT, 150 KHZ MIN SEP BETWEEN CHANNELS
1	DSWIJD86210S	COMB WAV-G 851-869 10 CH 7/16 ANT, 150 KHZ MIN SEP BETWEEN CHANNELS
1	DSAPM7487K248	ADVANCED POWER MONITOR, 740-870 MHz, 36-60V DC (INC SINGLE COUPLER)
1	DSSP74964440DFF1RU	ANT LINE COUPLER 740-960MHZ 40DB 4-PORTS SUIT APM748 AND APM8796
		GRANGER IP SIMULCAST ANTENNA SYSTEM
1	DQBMR10AB1DT2.5	12.3 DB ANTENNA 220 D W/2.5 DEG. DOWNTILT
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	TT05539AA	ADD: TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE, ANT END
1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTENNA END
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
350	L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
1	DS114EZDF	114EZ DIN FEMALE CONNECTOR
1	TT05392AA	ADD: CONNECTOR ATTACHMENT FEE FOR AVA6-50 ANTENNA END
1	DS114EZDF	114EZ DIN FEMALE CONNECTOR
1	DSTSXDFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL
1	DSBFD	BULKHEAD FLANGE MOUNT ADAPTER
40	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	TT05543AA	ADD: 7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE, ANT END
1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTENNA END
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP

QTY	NOMENCLATURE	DESCRIPTION
8	DSSG11406B2A	SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT
15	DSSSH114	SSH-114 1-1/4" SNAP STAK HANGER 10PK
1	TDN7519	42396A-1 1-1/4" CABLE HANGER KIT STAINLESS
1	DQBMR10AB1DT2.5	12.3 DB ANTENNA 220 D W/2.5 DEG. DOWNTILT
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	TT05539AA	ADD: TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE, ANT END
1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTENNA END
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
350	L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
1	TT05388AA	ADD: 7-16 DIN FEMALE PS FOR 1-1/4 IN AVA6-50 CABLE TO ANTENNA END CONN
1	TT05392AA	ADD: CONNECTOR ATTACHMENT FEE FOR AVA6-50 ANTENNA END
1	DDN9871	** REPLACED BY DS114EZDF** AL6DF-PSA 7-16 DIN FEM1-1/4 AVA6-50
1	DSTSXDFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL
1	DSBFD	BULKHEAD FLANGE MOUNT ADAPTER
40	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	TT05543AA	ADD: 7-16 DIN MALE PS FOR 1/2 IN LDF4-50A CABLE, ANT END
1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTENNA END
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
8	DSSG11406B2A	SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT
15	DSSSH114	SSH-114 1-1/4" SNAP STAK HANGER 10PK
1	TDN7519	42396A-1 1-1/4" CABLE HANGER KIT STAINLESS
1	DQBMR10AB1DT2.5	12.3 DB ANTENNA 220 D W/2.5 DEG. DOWNTILT
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	TT05539AA	ADD: TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE, ANT END
1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTENNA END
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DS428D83I01T	TTA, MINI AUTO QUAD, 796-824 MHz, SINGLE NETWORK, TOWER BOX
5	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	TT05539AA	ADD: TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE, ANT END
1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTENNA END
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
350	L3323	AVA5-50 CABLE: 7/8" AVA HELIAX POLY **REPLACED BY L3617A AVA5-50FX**
1	TT05176AA	ADD: 7/8" TYPE N FEMALE POSITIVE STOP, ANTENNA END CONNECTOR
1	TT04969AA	ADD: CONNECTOR ATTACHMENT FEE FOR AVA5-50 ANT END

QTY	NOMENCLATURE	DESCRIPTION
1	DDN9498	**REPLACED BY DDN1079** 7/8IN TYPE N-FEMALE CONN FOR AL5-50 & AVA5-50
350	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	TT05539AA	ADD: TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE, ANT END
1	TT04967AA	ADD: CONNECTOR ATTACHMENT LDF4 ANTENNA END
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 12 VDC PASS NM ANTENNA, NF EQUIPMENT
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 12 VDC PASS NM ANTENNA, NF EQUIPMENT
40	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
1	E704AP	ADD: 1/2" N MALE PLATED ANTENNA END CONNECTOR
1	TT04962AA	ADD: CONNECTOR ATTACHMENT FEE FOR FSJ4 ANT END
1	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
40	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	TT05289AA	ADD: 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE, ANTENNA END
1	TT04960AA	ADD: CONNECTOR ATTACHMENT FEE FOR FSJ1 ANT END
1	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
2	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
2	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
8	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
8	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
15	DSSSH78	SSH-78 7/8" SNAPSTAK HANGER 10PK
15	DSSSH12	SSH-12 1/2" SNAPSTAK HANGER 10PK
1	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
1	MDN6816	STD HANGERS FOR 1/2IN CABLE & EW180/EW220/EW-HANGER KIT STAINLESS-10PK
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	DDN9871	** REPLACED BY DS114EZDF** AL6DF-PSA 7-16 DIN FEM1-1/4 AVA6-50
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
2	DDN9498	**REPLACED BY DDN1079** 7/8IN TYPE N-FEMALE CONN FOR AL5-50 & AVA5-50
2	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
2	DDN9769	F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE

SECTION 3

STATEMENT OF WORK

3.1 CONTRACT

This Statement of Work (SOW) describes the deliverables and tasks to be performed by Motorola, its subcontractors, and by Williamson County in order to implement the IP Simulcast Upgrade and Simulcast remote site addition in Granger, Texas, to the Williamson County Simulcast subsystem. The project includes:

- IP Simulcast Upgrade of existing nine RF sites and Prime site.
- Addition of 15 Channel simulcast equipment at the existing Granger site.
- VHF Repeater for two tone paging and voice channel at the Granger site.

A Motorola Project Manager will coordinate the installation activities to ensure a cost-effective project implementation.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. It is understood that this SOW may be revised during contract negotiations or during the Contract Design Review (CDR), and through any other Change Orders that may occur during the execution of the project. If there are changes to the Scope of Work, those changes must be reflected in this SOW before becoming binding on either party. This SOW will be an Exhibit to the Contract negotiated between Motorola and Williamson County. After contract execution, changes to the SOW must be made through the formal contract Change Order process as set forth in the Contract.

3.1.1 Contract Award (Milestone)

- Williamson County and Motorola execute the contract and both parties receive all the necessary documentation.

3.1.2 Contract Administration

Motorola Responsibilities

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kick-off meeting with Williamson County.

Williamson County Responsibilities

- Assign a Project Manager, as the single point of contact responsible for Williamson County signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which Williamson County is responsible.

Completion Criteria

- Motorola internal processes are set up for project management.
- Both Motorola and Williamson County assign all required resources.
- Project kickoff meeting is scheduled.

3.1.3 Project Kickoff

Motorola Responsibilities

- Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with Williamson County.
- Review the resource and scheduling requirements with Williamson County.
- Review the Project Schedule with Williamson County to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and Williamson County), meetings, reports, milestone acceptance, and Williamson County's participation in particular phases.

Williamson County Responsibilities

- Williamson County's key project team participants attend the meeting.
- Review Motorola and Williamson County responsibilities.

Completion Criteria

- Project kick-off meeting completed.
- Meeting notes identify the next action items.

3.2 CONTRACT DESIGN REVIEW (CDR)

3.2.1 Review Contract Design

Motorola Responsibilities

- Meet with Williamson County project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.

- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to Williamson County for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- Prepare equipment layout plans for staging and field implementation.
- Provide minimum acceptable performance specifications for microwave, fiber, or copper links.
- Establish demarcation point to define the connection point between the Motorola-supplied equipment and Williamson County-supplied link(s) and external interfaces.
- Finalize site development plan:
  - Determine each site's ability to accommodate proposed equipment based upon physical capacity.
  - If applicable, test existing equipment with which Motorola equipment will interface.
- Assist Williamson County with frequency planning services, frequency search services, interference analysis, public notifications, coordination, and frequency recommendations for the radio system.

NOTE: If the necessary number of channels for the RF or traffic plan cannot be licensed by Williamson County, Motorola will work with Williamson County to redesign the system. Should system redesign be required, the contract documents will be updated accordingly.

- Work with Williamson County to identify radio interference between the new communication system and other existing radio systems.

Restrictions

- Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.
- Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by Williamson County and documented through the change order process.

Williamson County Responsibilities

- Williamson County's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule agreed upon during the Design Review.
- Williamson County is responsible for any tower remediation or tower repairs per the tower analysis reports. No remediation efforts are included in this proposal.
- Frequency Licensing and Interference:
  - As mandated by FCC, Williamson County, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging. This responsibility includes paying for FCC licensing and frequency coordination fees.
  - Provide the FCC "call sign" station identifier for each site prior to system staging.

Completion Criteria

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen," in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

3.2.2 Design Approval (Milestone)

- Williamson County executes a Design Approval milestone document.

3.3 ORDER PROCESSING

3.3.1 Process Equipment List

Motorola Responsibilities

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with Williamson County the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

Williamson County Responsibilities

- Approve shipping location(s).
- Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

3.4 MANUFACTURING AND STAGING

3.4.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Williamson County Responsibilities

- None.

Completion Criteria

- FNE shipped to either the field or the staging facility.

3.4.2 Manufacture Non-Motorola Equipment

Motorola Responsibilities

- Manufacture (third party equipment suppliers) non-Motorola equipment necessary for the system based on equipment order.

Williamson County Responsibilities

- None.

Completion Criteria

- Ship non-Motorola manufactured equipment to the field and/or the staging facility.

3.4.3 Ship to Staging (Milestone)

- Ship all equipment needed for staging to Motorola's factory staging facility (CCSi).

3.4.4 Stage System

Motorola Responsibilities

- Set up and rack the system equipment for the Granger site as it will be configured in the field. All other equipment ordered will be shipped directly to the field.
- Cut and label cables according to the approved CDR documentation.
- Label the cables with to/from information to specify interconnection for field installation and future servicing needs.
- Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems.)
- Assemble required subsystems to assure system functionality.
- Power up, program, and test all staged equipment.
- Confirm system configuration and software compatibility to the existing system.
- Load application parameters on all equipment according to input from Systems Engineering.
- Complete programming of the Fixed Network Equipment.
- Inventory the equipment with serial numbers and installation references.
- Complete system documentation.
- Third party subsystems may be staged at the manufacturer's facilities and integrated in the field.
- Provide a Factory Acceptance Test Plan.

Williamson County Responsibilities

- Provide information on existing system interfaces, as required.
- Provide information on room layouts or other information necessary for the assembly to meet field conditions.
- Review and approve proposed Factory Acceptance Test Plan.

Completion Criteria

- System staging completed and ready for testing.

3.4.5 Perform Staging Acceptance Test Procedure

Motorola Responsibilities

- Test and validate system software and features.
- Functional testing of standard system features.
- Conduct site level testing.
- Power-up site equipment and perform standardized functionality tests.

Williamson County Responsibilities

- None.

Completion Criteria

- Approve Factory Acceptance Testing.

3.4.6 Ship Equipment to Field

Motorola Responsibilities

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

Williamson County Responsibilities

- None.

Completion Criteria

- Equipment ready for shipment to the field.

3.4.7 CCSi Ship Acceptance (Milestone)

- The Granger equipment shipped to the field.

3.5 CIVIL WORK FOR GRANGER SITE

Site Scope Summary

- Engineering services for site drawings and regulatory approvals—Included.
- Existing tower to be used for antennas – 402' Guyed Tower.

Motorola Will:

Site Zoning

- Coordinate zoning and permitting of the antenna installation on the existing tower site such that it is in full compliance with applicable jurisdictional requirements.

Site Engineering

- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Williamson County.
- Provide tower climbing and tower mapping services for towers up to 500 feet to collect information about structural members and existing equipment.
- Submit the completed application forms to the local jurisdiction and apply for applicable permits.

Antenna and Transmission Line Installation

- Install 3 antenna(s) for the RF system.
- Install 1 tower top amplifier(s).
- Install up to 402 linear feet of 1/2-inch transmission line.
- Install up to two runs of 402 linear feet of 7/8-inch transmission line.
- Install up to two runs of 402 linear feet of 1-1/4-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 24-inch-wide cable ladder to support RF transmission lines (TBD linear feet).
- Provide and install attachment hardware for supporting transmission lines on the cable ladder every three feet.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Customer Will:

- If required, prepare and submit EME plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.
- Assist Motorola with permitting for sites as the owner.
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.

3.5.1 Site Development Complete

- All site development completed, and approved by Williamson County.

3.5.2 Site Development Acceptance (Milestone)

- All site developments completed and accepted by Williamson County.

3.6 SYSTEM INSTALLATION

3.6.1 Install Fixed Network Equipment

Motorola Responsibilities

- Will provide storage location for the Motorola-provided equipment.
- Receive and inventory all equipment.
- Install system equipment as specified by the Equipment List, System Description, and system drawings:
  - Upgrade system to IP Simulcast at existing nine RF Sites and Prime Site.
  - Remote Site:
    - Install 15 channel simulcast equipment at Granger and Prime sites.
    - Install VHF Paging repeater at Granger.

Interference

Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should Williamson County system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

- Bond the supplied equipment to the site ground system in accordance with the Motorola R56 Standards and Guidelines for Communication Sites.
- Will not remove existing equipment.
- Will not relocate existing equipment to a location designated by Williamson County.
- Will not dispose of existing equipment.

Williamson County Responsibilities

- Provide access to the sites, as necessary.

Completion Criteria

- Fixed Network Equipment installation completed and ready for optimization.

3.6.2 Fixed Network Equipment Installation Complete

- All fixed network equipment installed and accepted by Williamson County.

3.6.3 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by Williamson County.

3.7 SYSTEM OPTIMIZATION

3.7.1 Optimize System FNE

Motorola Responsibilities

- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- Motorola and its subcontractors optimize each subsystem.
- Check audio and data levels to verify factory settings.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Test and optimize the simulcast system.
- Install and integrate the Granger Remote RF site with the system.

Williamson County Responsibilities

- Provide access/escort to the sites.

Completion Criteria

- System FNE optimization is complete.

3.7.2 Link Verification

Motorola Responsibilities

- Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

Williamson County Responsibilities

- Make available the required links which meet the specifications supplied by Motorola at the CDR.

Completion Criteria

- Link verification successfully completed.

3.7.3 Optimization Complete

- System optimization is completed. Motorola and Williamson County agree that the equipment is ready for acceptance testing.

3.8 TRAINING

3.8.1 Perform Training

Motorola Responsibilities

- Training is not included.

Williamson County Responsibilities

- None.

Completion Criteria

- None.

3.8.2 Training Complete

- None.

3.9 AUDIT AND ACCEPTANCE TESTING

3.9.1 Perform R56 Audit

Motorola Responsibilities

- Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's R 56 Standards and Guidelines for Communication Sites.

Williamson County Responsibilities

- Provide access/escort to the sites.
- Witness tests, if desired.

Completion Criteria

- All R56 Standards and Guidelines for Communication Sites audits completed successfully.

3.9.2 Perform Equipment Testing

Motorola Responsibilities

- Test individual components of the installed system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola (or Williamson County) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

Williamson County Responsibilities

- Witness tests if desired.

Completion Criteria

- Successful completion of equipment testing.

3.9.3 Perform Functional Testing

Motorola Responsibilities

- Verify the operational functionality and features of the IP simulcast subsystem by Motorola, as contracted.
- Verify the operational functionality of the added Granger Simulcast Remote Site.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to Williamson County for review.

- Resolve any minor task failures before Final System Acceptance.
- VHF Repeater Testing:
  - A detailed acceptance test plan will be presented at the Contract Design Review.

Williamson County Responsibilities

- Witness the functional testing.

Completion Criteria

- Successful completion of the functional testing.
- Williamson County approval of the functional testing.

3.9.4 Perform Coverage Testing for Granger RF Site

Motorola Responsibilities

- Motorola and Williamson County determine the required number of test vehicles for simultaneous testing of the Granger site service area.
- Perform coverage testing according to the Contract Coverage Acceptance Test Plan (CATP) as agreed upon during the Contract Design Review.
- Submit test reports within the agreed upon period.
- If any area fails, re-test that particular area when Motorola determines that corrective action has been taken.
- Document all issues that arise during the coverage testing.
- Submit final test reports, according to the agreed period.
- Granger Site VHF Repeater Coverage:
  - A Coverage Acceptance Test Plan (CATP) for the VHF paging repeater is not included in this proposal.

Williamson County Responsibilities

- Provide the required number of test vehicles, drivers, and resources to witness the coverage testing.
- Review the test results in a timely manner.
- Timely approval of the test results, if the reports indicate compliance with the agreed requirements.

Completion Criteria

- Successful completion of the coverage testing and approval by Williamson County.

3.9.5 System Acceptance Test Procedures (Milestone)

- Williamson County approves the completion of all the required tests.

3.10 FINALIZE

3.10.1 Cutover

Motorola Responsibilities

- Motorola and Williamson County develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

Williamson County Responsibilities

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.
- Ensure that all Subscriber users are trained and the Subscribers have been activated on the system.
- Provide Motorola with the subscriber information for input into the system database, for activation.

Completion Criteria

- Successful migration from the old system to the new system.

3.10.2 Resolve Punchlist

Motorola Responsibilities

- Work with Williamson County to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Williamson County Responsibilities

- Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria

- All punchlist items resolved and approved by Williamson County.

3.10.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Williamson County Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.
- Provide additional information regarding post-warranty support, included in the Warranty/Post Warranty section of this document.

Williamson County Responsibilities

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria

- All service information has been delivered and approved by Williamson County.

3.10.4 Finalize Documentation

Motorola Responsibilities

- Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:
  - System Level Diagram.
  - Site Block Diagrams.
  - Site Floor Plans.
  - Site Equipment Rack Configurations.
  - Antenna Network Drawings for RF Sites.
  - ATP Test Checklists.
  - Functional Acceptance Test Plan test sheets and results.
  - Granger Simulcast Remote Site CATP results.
  - Equipment Inventory List.
  - Maintenance Manuals, where applicable.
  - Technical Service Manuals, where applicable.

Drawings are created utilizing Visio design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

Williamson County Responsibilities

- Receive and approve all documentation provided by Motorola.

Completion Criteria

- All required documentation is provided and approved by Williamson County

3.10.5 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from Williamson County.

3.11 PROJECT ADMINISTRATION

3.11.1 Project Status Meetings

Motorola Responsibilities

- Motorola Project Manager, or designee, will attend all project status meetings with Williamson County, as determined during the CDR.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
  - Overall project status compared to the Project Schedule.
  - Product or service related issues that may affect the Project Schedule.
  - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
  - Any miscellaneous concerns of either Williamson County or Motorola.

Williamson County Responsibilities

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria

- Completion of the meetings and submission of meeting minutes.

3.11.2 Progress Milestone Submittal

Motorola Responsibilities

- Submit progress (non-payment) milestone completion certificate/documentation.

Williamson County Responsibilities

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria

- Williamson County approval of the Milestone Completion document(s).

3.11.3 Change Order Process

CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

SECTION 4

WARRANTY AND POST WARRANTY SERVICES

Motorola has over 75 years of experience supporting mission critical communications for public safety and public service agencies. Motorola's technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

4.1 THE MOTOROLA SERVICE DELIVERY TEAM

4.1.1 Customer Support Manager

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Authorized Servicer's functions.

4.1.2 Motorola System Technologists

The Motorola System Technologists (ST) are available to assist Motorola's Authorized Servicers when needed for network health and operations.

4.1.3 Motorola System Support Center

Located in Schaumburg, Illinois, the System Support Center (SSC) is a key component to the overall management and system maintenance. As detailed in this Customer Support Plan, the following services are provided by the System Support Center:

- Network Monitoring.
- Dispatch Service.
- Infrastructure Repair with Advanced Replacement.
- Technical Support.

Motorola has proven experience to deliver mission critical network support

- Extensive Experience—Motorola has over 75 years of experience supporting mission critical communications and the Public Safety community.
- Capacity to Respond—Motorola's network of local service centers, repair depots, system support center and parts support enable Motorola to provide quick and effective service delivery.
- Flexibility and Scalability—Motorola's Support Plans are customized to meet individual Customer needs.
- Skills and Process—Motorola uses a well-established, structured, and disciplined approach to provide service delivery. Motorola's team of well-trained and committed people understands the communications technology business.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

4.1.4 Motorola Local Service Provider

Motorola's authorized service centers are staffed with trained and qualified technicians. They provide rapid response, repair, restoration, installations, removals, programming, and scheduled preventive maintenance tasks for site standards compliance and RF operability. Motorola's authorized service centers are assessed annually for technical and administrative competency.

Motorola places great emphasis on ensuring that communications systems, such as the one proposed for Williamson County, meet high standards for design, manufacture, and performance. To enhance the value of the communications system being acquired, Motorola offers customized warranty and post-warranty services as outlined in this section.

4.2 WARRANTY SERVICES

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the Communication Systems Agreement within this proposal. In addition to the Standard Commercial Warranty, the service products that comprise the Custom Warranty package are listed below along with a brief description.

4.2.1 Dispatch Service

Motorola's Dispatch Service ensures that trained and qualified technicians are dispatched to diagnose and restore your communications network. Following proven response and restoration processes, the local authorized service center in your area is contacted and a qualified technician is sent to your site. An automated escalation and case management process is followed to ensure that technician site arrival and system restoration comply with contracted response and restore times. Once the issue has been resolved, the System Support Center verifies resolution and with your approval, closes the case. Activity records are also available to provide a comprehensive history of site performance, issues, and resolution.

4.2.2 On-Site Infrastructure Response

Motorola On-Site Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. Following proven response and restore processes, Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with contracted response times. The field technician restores the system by performing first level troubleshooting on site. If the technician is unable to resolve the issue, the case is escalated to the System Support Center or product engineering teams as needed.

4.2.3 Network Preventative Maintenance

Network Preventative Maintenance provides an operational test and alignment on your infrastructure or fixed network equipment to ensure that it meets original manufacturer's specifications. Trained technicians:

- Physically inspect equipment.
- Remove dust and foreign substances.
- Clean filters.
- Measure, record, align and adjust equipment to meet original manufacturer's specifications.

This service is performed based on a schedule agreed upon between you and Motorola. Network Preventative Maintenance proactively detects issues that may result in system malfunctions and operational interruptions.

4.2.4 Infrastructure Repair with Advanced Replacement

Infrastructure Repair service provides for the repair of all Motorola-manufactured equipment, as well as equipment from third-party infrastructure vendors. All repair management is handled through a central location eliminating your need to send equipment to multiple locations.

Comprehensive test labs replicate your network in order to reproduce and analyze the issue. State-of-the-art, industry-standard repair tools enable our technicians to troubleshoot, analyze, test, and repair your equipment. Our ISO9001 and TL9000-certified processes and methodologies ensure that your equipment is quickly returned maintaining the highest quality standards.

Infrastructure Repair with our Advanced Replacement upgrade supplements your spares inventory with Motorola's centralized inventory of critical equipment. In advance of Motorola repairing the malfunctioning unit, a replacement unit is sent to you within 24 hours to ensure a spare unit is available. Upon receipt of the malfunctioning unit, Motorola repairs the unit and replace it in our centralized inventory.

Service agreements allow you to budget your maintenance costs on an annual basis. Equipment covered under service agreements also receives higher service priority, which results in quicker repair times.

4.2.5 Technical Support Service

Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, Williamson County-specific metrics for assured network performance and system availability.

4.2.6 Network Monitoring Service

Network Monitoring Service can help keep your network at optimum availability so it is ready to serve mission critical communications needs. By watching over the network continuously, Network Monitoring Service takes action whenever needed, and resolves network problems. We often intervene and correct the problem before you even know a problem exists. Network Monitoring Service provides improved productivity and enhanced network performance, which in turn helps to increase your technology Return-On-Investment.

Using a combination of network monitoring software, automated alerts, and remote diagnostics inquiries, our System Support technologists actively monitor your network to maximize network uptime and overall preparedness…for the expected *and* unexpected. Upon receiving an alert, our team immediately performs a series of diagnostics to assess the problem. Often the situation can be resolved remotely, but when additional attention is required, local field technicians are dispatched immediately to your site to achieve restoration.

Motorola's Network Monitoring service is a vital component of an intelligent communication support plan that keeps your business operating smoothly, your costs down, and assures maximum preparedness at all times.

Specifically, Network Monitoring Service provides:

- Improved network availability.
- Remote and timely resolution to minimize downtime.
- Cost efficiencies.
- Optimize time at site due to assessment and knowledge transfer before dispatch.
- Minimize unnecessary trips to site.
- Mitigate need for 24 x 7 operations monitoring center.
- Detailed Reports.

4.2.7 System Upgrade Agreement II

The Motorola System Upgrade Agreement II (SUA II) is a complete package of hardware, software and implementation services required to update the ASTRO 25 system once in a two-year period.

Updates to OEM components ensure availability of repair services support and may also provide increased capacity and processing speed. Regular updates enable system expansion (i.e., expansion of RF sites, dispatch positions, data sub-systems, and network management positions). Professional implementation services guarantee live system upgrades are performed with minimal interruption to system operation and with minimal reliance on owner resources. Motorola SUA II ensures your system continues to perform at the highest level of operation, allows for expansion and feature enhancement, and maximizes the lifespan of the investment. For owners committed to upgrading their system on a regular basis, SUA II provides a consistent, budgeted solution that delivers complete coverage.

4.2.7.1 Included features

	SUA II
Minor Release (patch release)	✓
Major Release (system release)	✓
Implementation Services	✓
Major upgrade in a 2-year period[1]	1
Hardware Refresh[2]	✓

[1] As major system releases become available, Motorola agrees to provide the system owner with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.

[2]Hardware refresh includes version updates and/or replacements for Motorola field replaceable units (FRU) and third-party networking and computing hardware. Note that replacement of Gold Elite consoles and QUANTAR base radios are not included in this refresh.

- Minor releases may include commercial operating system (OS) and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available.
- Major releases include commercial OS and application software updates as well as Motorola system release software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Implementation services include all in-house and on-site resources to implement and test the major release update.
- See the SUA II SOW located in the Terms and Conditions Section.

4.3 POST WARRANTY SERVICES

As Motorola's continuing commitment to supporting your system, warranty services can be extended after the first year to provide maintenance and service support in future years. Any of the services that we identify can be customized in future years, and are available for purchase either in "System Support Services" packages or as individual service offerings. These system support services significantly benefit Williamson County because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.

Post-warranty services have not been included with this proposal but can be quoted upon request.

4.4 SUMMARY

Whether it's a routine service call, or a disaster situation, Motorola understands its responsibility and takes pride in its commitment to deliver proven response service to the public safety community. Motorola has the capability to provide the technical, administrative, consultative, and maintenance repair services needed to support, enhance, and maintain the effectiveness of your communications network. Motorola's goal is to provide Williamson County with the qualified resources, to maintain and improve system operation and availability, and to deliver world-class service support.

Warranty and Post Warranty Service Overview	Warranty Year	Post Warranty Year
Dispatch Service	✓	Optional
On Site Infrastructure Response	✓	Optional
Network Preventative Maintenance	✓	Optional
Infrastructure Repair with Advanced Replacement	✓	Optional
Technical Support Service	✓	Optional
Network Monitoring Service	✓	Optional

SECTION 5

PRICING SUMMARY

Motorola's system solution and services are priced as follows:

Description	Total
IP Simulcast and Granger Site Total	$2,387,508.00
HGAC Discount	($301,341.00)
Total	**$2,088,167.00**
Additional System Discount **Only valid if contract is signed by 11-30-15.**	($164,889.00)
GRAND TOTAL with Discounts	**$1,923,278.00**
All pricing good only if PO and contract are issued by 12-15-15.	

SECTION 6

TERMS AND CONDITIONS

Terms and Conditions are included on the following pages.

SYSTEM PURCHASE AGREEMENT (Radio Systems)

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Texas ("Motorola" or "Seller") and _____, a body corporate and politic ("Purchaser").

WITNESSETH:

WHEREAS, the Purchaser desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Purchaser; and

WHEREAS, Houston-Galveston Area Council ("H-GAC"), acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Purchaser) has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, on May 1, 2015 H-GAC and Motorola entered into a contract (the "Contract"), which provides that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6 of the Contract, Motorola and Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

Exhibit A General Provisions.

Exhibit B Motorola Software License Agreement.

Exhibit C Technical and Implementation Documents, consisting of: _____ all dated _____.

Exhibit D May 1, 2015 Motorola/H-GAC Contract

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1 SCOPE OF WORK

A. Motorola shall furnish all of the equipment and software as outlined in Exhibit C and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B. In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement:

(1) Provide a designated Project Director.

(2) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola and have such facilities available for installation of the equipment to be installed.

(3) Provide adequate telephone or other communications lines (including modem access and adequate interfacing networking capabilities) for the installation, operation and support of the equipment.

(4) Provide adequate space, air conditioning and other environmental conditions, and adequate and appropriate electrical power outlets, distribution, equipment and connections for the installation, operation and support of the equipment.

(5) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

Section 2 SITES

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola and set forth in Exhibit C. In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser. If any price or schedule adjustments are necessary as a result of these new or replacement sites, such adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions.

Section 3 SUBSURFACE/STRUCTURAL CONDITIONS

This Agreement is predicated upon normal soil conditions defined by E.I.A. standard RS-222 (latest revision). Should Motorola encounter subsurface, structural, adverse environmental and/or latent conditions at any site differing from those indicated on the specifications, or as used in the preparation of the bid price, the Purchaser will be given immediate notice of such conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall promptly investigate the conditions and, if found to be different, will adjust the plans and/or

specifications as may be necessary. Any changes that cause an adjustment in the contract price or in time required for the performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions.

Section 4 PERIOD OF PERFORMANCE

A. Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within the time interval specified in Exhibit C (if applicable). A more detailed timeline shall be provided to Purchaser after the design review and customer kick-off meeting.

B. Whenever a party knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, the party shall within thirty (30) days give the other party notice thereof and may request an extension of time to perform the work.

C. In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that Purchaser will accept shipment, and make payment as required by this Agreement.

D. It is also agreed that equipment shipping dates reflected in this Agreement are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

Section 5 ACCEPTANCE CRITERIA

A. Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems or phases of the System, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems or phases. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Purchaser and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

B. Motorola agrees to notify Purchaser when the Communications System is ready for acceptance testing. Motorola and Purchaser agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Purchaser or its employees, contractors, agents or consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.

C. Motorola may, but is not obligated to, issue written authorization for Purchaser to use the Communications System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Motorola. Any use of the Communications System without prior written authorization by Motorola shall constitute System Acceptance.

Section 6 PAYMENT SCHEDULE

A. Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of _____ ($_____), which includes the H-GAC administration fee. The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit "C".

B. Payments to Motorola shall be made according to the following milestones:

1. 20% of the total contract price is due at completion of Design Review.

2. 60% of the total contract price will be invoiced immediately after the Equipment is shipped from Motorola's facilities;

3. 10% of the total contract price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and

4. 10% of the total contract price will be invoiced immediately after System Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

C. In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement. Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser.

D. Payments to Motorola shall be made as follows:

(i) Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.

(ii) Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of Motorola/H-GAC Contract dated May 1, 2015.

F. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the date as set forth above and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

Section 7 PROJECT MANAGEMENT

A. If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

Section 8 NOTICE ADDRESSES

A. Motorola Solutions, Inc.
1303 East Algonquin Road
Schaumburg, IL 60196
Attn.: Law Department

B.

C. Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Attn.: Public Services Manager

Section 9 ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

The main body of this Agreement.

Exhibit A General Provisions.

Exhibit B Motorola Software License.

Exhibit C Technical and Implementation Documents, consisting of: _____.

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable)

Section 10 DISPUTES

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Motorola and the Purchaser will bear their own costs but will share the cost of the mediator equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. All communications pursuant to the negotiation and mediation will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

Section 11 SEVERABILITY

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

Section 12 HEADINGS AND SECTION REFERENCES

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.

Section 13 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 6 (Payment Schedule) if any payment obligations exist; Section 9 (Order of Precedence); Section 10 (Disputes); Section 11 (Severability); Section 12 (Headings and Section References); Section 13 (Survival of Terms) and Section 14 (Full Agreement).

Section 14 FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties. The preprinted terms and conditions found on any Purchaser purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs that document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

MOTOROLA SOLUTIONS, INC.	**PURCHASER**
By: _____ (Signature)	By: _____ (Signature)
Name: _____ (Print - Block Letters)	Name: _____ (Print - Block Letters)
Title: _____ (Print - Block Letters)	Title: _____ (Print - Block Letters)
Date: _____	Date: _____

EXHIBIT A
GENERAL PROVISIONS
MOTOROLA SOLUTIONS, INC.

Section 1 STANDARDS OF WORK

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

Section 2 TAXES

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

Section 3 SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

Section 4 CHANGES IN THE WORK

A. The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B. If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

Section 5 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, is limited to the price of the particular products or services sold hereunder with respect to which losses or damages are claimed. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action shall be brought for any breach of this contract more than two (2) years after the accrual of such cause of action except for money due upon an open account.

Section 6 EXCUSABLE DELAYS

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 7 DEFAULT

A. If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions) and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for a default by Purchaser for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Purchaser is the defaulting party, Motorola may stop work on the project until it approves the Purchaser's cure plan.

B. If a defaulting party fails to cure the default as provided above in Section 7.A, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting party will promptly return to the non-defaulting party any of its confidential information. If Purchaser is the non-defaulting party, terminates this Agreement as

permitted by this Section, and completes the System through a third party, Purchaser may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the contract price. Purchaser will mitigate damages and provide Motorola with detailed invoices substantiating the charges. IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 8 DELAYS BY PURCHASER

If the Purchaser is responsible for delays in the schedule set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays if Motorola requests compensation. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 9 LICENSES/AUTHORIZATION

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

Section 10 INDEMNIFICATION

Motorola agrees to and hereby indemnifies and saves Purchaser harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the Purchaser by reason of or on account of damage to the tangible property of the Purchaser or the property of, injury to, or death of any person, to the extent and in the proportion that such damage or injury is caused by Motorola's negligent acts or omissions or that of its employees, subcontractors, or agents while on the premises of the Purchaser during the delivery and installation of the communications equipment. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 11 WARRANTIES

A. WARRANTY PERIOD. Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance ("Warranty Period") in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software

is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. SYSTEM FUNCTIONALITY. Motorola represents that the Communications System will satisfy the functional requirements in Exhibit C. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below and the Software Warranty set forth in the Software License Agreement will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola's control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C; v) any other act of parties who are beyond Motorola's control, including Purchaser or its employees, contractors, consultants or agents.

C. EQUIPMENT WARRANTY. Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola's liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

THIS WARRANTY DOES NOT APPLY TO

a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.

b) Defects or damage occurring from misuse, accident, liquids, neglect or acts of God.

c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this System Purchase Agreement.

d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.

e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.

f) Equipment that has had the serial number removed or made illegible.

g) Batteries (because they carry their own separate limited warranty).

h) Freight costs to the repair depot.

i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.

j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.

k) Software.

l) Normal or customary wear and tear.

D. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 12 CONFIDENTIAL INFORMATION

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and/or CONFIDENTIAL will be released as necessary under the following conditions:

(1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.

(2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.

(3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

Section 13 SOFTWARE LICENSE

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software pursuant to the Software License Agreement, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply and and the copyright owner will have all of Motorola's rights and protections under the Software License Agreement.

Section 14 PATENT INDEMNIFICATION

A. Motorola will defend at its expense any suit brought against Purchaser to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Purchaser promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Purchaser providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the

Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Purchaser by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

B. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Purchaser the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Purchaser a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

C. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Purchaser's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Purchaser to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Purchaser extend in any way to royalties payable on a per use basis or the Purchaser's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Purchaser from sales or license of the infringing Motorola Product.

D. This Section 14 provides Purchaser's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Purchaser has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 5.

Section 15 DISCLAIMER OF PATENT LICENSE

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

Section 16 WAIVER

Failure or delay on the part of Motorola or Purchaser to exercise a right or power hereunder shall not operate as a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

Section 17 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 18 ASSIGNABILITY

Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Purchaser. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement..

Section 19 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 2 (Taxes); Section 5 (Limitation of Liability); Section 7 (Default); Subsection 11.F (Disclaimer of Implied Warranties); Section 12 (Confidential Information); Section 13 (Software License); and Section 16 (Waiver); Section 17 (Governing Law) and Section 19 (Survival of Terms).

Section 20 ADMINISTRATOR LEVEL ACCOUNT ACCESS

Motorola will provide Purchaser with Administrative User Credentials. Purchaser agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Purchaser is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Purchaser may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Purchaser understands that changes made as the Administrative User can significantly impact the performance of the System. Purchaser agrees that it will be solely responsible for any negative impact on the System or its users by any such

changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Purchaser and Purchaser will pay Motorola on a time and materials basis for resolving the issue.

Section 21 MAINTENANCE SERVICE

If this Agreement contains a Warranty and Maintenance Plan, then, during the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the Warranty and Maintenance Plan and Service Terms and Conditions. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services during the Warranty Period, or any maintenance and support services after the Warranty Period, the description of and pricing for such services will be set forth in a separate document. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to such maintenance and support will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

Exhibit B

Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola Solutions, Inc., (“Motorola"), and _____ (“Licensee”).

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable

prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and confidential information and are Motorola's trade secrets. Licensee will not disclose the Software and Documentation to any third party except as permitted by this Agreement or expressly in writing by Motorola. Licensee will take necessary and appropriate precautions to maintain the confidentiality and guard against the unauthorized disclosure of the Software and Documentation. Licensee will limit access

to the Software and Documentation only to Licensee's employees who "need to know" and are authorized to use the Software and Documentation as permitted by this Agreement.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be

guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit C

Technical and Implementation Documents

Exhibit D

Motorola/H-GAC Radio Communications Equipment & Systems Agreement

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
MOTOROLA SOLUTIONS, INC.
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Motorola Solutions, Inc.** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at Park West C-2, 1507 LBJ Freeway, Farmers Branch, Texas 75234.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Radio Communication/Emergency Response & Mobile Interoperability Equipment** Contract to become effective as of May 1, 2015, and to continue through April 30, 2018 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **Radio Communication/Emergency Response & Mobile Interoperability Equipment** offered by the **CONTRACTOR.** The **CONTRACTOR** agrees to sell **Radio Communication/Emergency Response & Mobile Interoperability Equipment** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **RA05-15**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **RA05-15**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User

Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR** .

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC. H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize H-GAC and/or END USER to audit confidential information regarding product cost.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR** at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to **H-GAC** on a basis that provides prices more favorable than those provided to **H-GAC**, **CONTRACTOR** shall within ten (10) business days thereafter notify **H-GAC** of that offering. The contract with **H-GAC** shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same quantity discount to **H-GAC** and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to **H-GAC**.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term "*pre-existing contracts*" shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e 5/1/15.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars ($1,000,000.00) and above). The term "*Communications System*" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine. *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC** , its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of **any** suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS

1. All Cooperative Purchasing business will be processed in accordance with **H-GAC's** policies and procedures, at contracted prices, and shall include approved order processing charges.
2. **END USER** will access the Cooperative Purchasing Program through the **H-GAC** website and /or by submission of any duly

executed purchase order to a contractor having a valid contract with **H-GAC** and in a format acceptable to **H-GAC**.

3. **END USER** will submit order(s) electronically through **CONTRACTOR'S** on-line ordering process or issue Purchase Order(s) directly to **CONTRACTOR** at contract prices, and also submit a copy to **H-GAC**.
4. The **H-GAC CONTRACTOR** will deliver products/services as specified by the contract between **CONTRACTOR** and **H-GAC**, and invoice each **END USER** for (1) products/services purchased and **(2) H-GAC'S** applicable order processing charge.
5. Upon delivery, acceptance, and receipt of an **H-GAC CONTRACTOR's**,documented invoice, **END USER** shall pay the **H-GAC CONTRACTOR** the full amount of the invoice.
6. For orders of less than $100,000, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in Any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to **H-GAC** on a monthly basis. For orders of $100,000 or more, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case not later than forty-five (45) calendar days after receipt of End User payment by **Motorola**.
7. Failure to promptly remit **H-GAC's** order processing charges may result in sanctions including, but not limited to, contract termination.
8. **CONTRACTOR** shall be responsible for delivery and acceptance of each unit by **END USER**, according to the requirements of the specifications, this Contract, and purchase order issued to **CONTRACTOR** by an **END USER.** All required equipment tests shall be borne by **CONTRACTOR.**
9. **CONTRACTOR** shall promptly provide **H-GAC** and **END USER** with all information pertaining to delivery schedules. **CONTRACTOR** shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are F.O.B. **END USER'S** location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the **H-GAC CONTRACTOR** prior to receipt of **END USER's** purchase order for delivery of any products/services has received **H-GAC's** prior written approval for any price increases.
12. The **H-GAC CONTRACTOR** agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** order processing charge. The **CONTRACTOR** agrees to encourage **END USERS** to execute authorizing Interlocal contracts with **H-GAC**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston Area Council, Houston, Texas: _____
Jack Steele, Executive Director

Attest for Houston-Galveston Area Council, Houston, Texas: _____
Deidre Vick, Director of Public Services

Date: May 5, 2015

Signed for Motorola Solutions, Inc. Farmers Branch, Texas: _____

Printed Name & Title: Edward Fuerst MSSSI Vice President

Date: 4/30 2015

Attest for Motorola Solutions, Inc. Farmers Branch, Texas: H Cheroe

Printed Name & Title: Howard Cheroe MSSSI V.P.

Date: 4/30 2015

Attachment A

Motorola Solutions, Inc.

Radio Communication/Emergency Response & Mobile Interoperability Equipment

Contract No.: RA05-15

Product Category	Description	Base Offered Price
OA, OB, OC	***Per the RFP Motorola has included an Electronics Catalogue (ECAT disk) on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.***	See APC Discounts per ECAT Pricebook Effective 2/14/2015
OD	**Motorola Integration Services LMR**	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	Project Management Daily Rate*	$ 1,818.00
OD	System Technologist Daily Rate*	$ 2,173.00
OD	Standard Shop Installation: Hourly Rate*	$ 150.00
OD	Standard Shop Installation: Daily Rate*	$ 1,200.00
OD	Mobile Radio Installation*	$180-$500
OD	Radio Programming*	$55-$125
OD	Data Installation*	$180-$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
OD	**Motorola Integration Services Advanced Services**	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	NG9-1-1 Consolting Services-Daily Rate*	$1,694
OD	Security Project/Program Management-Daily Rate*	$1,694
OD	Wireless Security Technician-Daily Rate*	$1,580
OD	Security Penetration Tester (Wired Network)-Daily Rate*	$1,580
OD	Secutriy Trainer-Daily Rate*	$1,328
OD	Application Security Code Reviewer-Daily Rate*	$2,033
OD	IT Incident Response and E-Discovery Assitance-Daily Rate*	$1,694
OD	IT Disaster Recovery Planner-Daily Rate*	$1,580
OD	IT Disaster Recovery Plan Tester-Daily Rate*	$1,580
OD	Buisness Continuity/Continuity of Government Planner-Daily Rate*	$1,580
OD	Buisness Continuity/Continuity of Government Plan Tester-Daily Rate*	$1,580
OD	Mobile Application Services Project Management-Daily Rate*	$565
OD	Mobile Application Services Solution Architech-Daily Rate*	$2,033
OD	Mobile Application Services Application and Solution Design-Daily Rate*	$2,033
OD	Mobile Application Services Application and Solution Implementation-Daily Rate*	$2,033
OD	Application Integration and Customization Services Project Management-Daily Rate*	$1,694
OD	Application Integration and Customization Services Solution Architech-Daily Rate*	$2,033
OD	Application Integration and Customization Services Application and Solution Design-Daily Rate*	$2,033
OD	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	$1,694
OD	Unified Communications Services Project Management-Daily Rate*	$1,694
OD	Unified Communications Services Solution Architech-Daily Rate*	$2,033
OD	Unified Communications Services Application and Solution Design-Daily Rate*	$2,033
OD	Unified Communications Services Application and Solution Implementation-Daily Rate*	$1,694

OD	Consulting Services Project Management-Daily Rate*	$1,694
OD	Consulting Services System Engineer-Daily Rate*	$1,694
OD	Consulting Services Solution Architech-Daily Rate*	$2,033
OD	Consulting Services Internet Protocol Network Accessment-Daily Rate*	$2,033
OD	Consulting Servics IP Network Design and Integration-Daily Rate*	$2,033
OD	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	$2,033
OD	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	$2,033
APC DISCOUNTS PER ECAT PRICEBOOK		
001	Portable Radiophone (Portables)	20%
020	CAD Equipment	List
039	CAD Equipment	5%
068	CAD Equipment	10%
232	CAD Equipment	5%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
548	CAD Equipment	10%
702	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
153	Data Applications	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	13.50%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%

740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List

904	Lifecycle Services	List
905	Lifecycle Services	List
051	LTE	10%
052	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
375	LTE	List
708	LTE	17%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	26.50%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	10%
500	Mobile Stations	25%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
422	MOTOTRBO	10%
475	MOTOTRBO	10%
516	MOTOTRBO	10%
557	MOTOTRBO	10%
563	MOTOTRBO	10%
777	MOTOTRBO	10%
131	Network Products	10%
147	Network Products	10%

207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Reclevers	15.00%
839	Paging/Reclevers	15%
940	Paging/Reclevers	15%
941	Paging/Reclevers	15%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
037	Portable Radiophone (Portables)	10%
087	Portable Radiophone (Portables)	10%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables) .	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	20%
456	Portable Radiophone (Portables)	20%
458	Portable Radiophone (Portables)	20%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	20%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	33.50%
687	Portable Radiophone (Portables)	20%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25.00%
756	Portable Radiophone (Portables)	25.00%

785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
279	Records Management Software	List
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List
769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
85	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
080	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
606	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%

Exhibit E

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for the additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove that Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER Contact

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it

under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) years after the accrual of such cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writing unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties**.**

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola’s property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Texas.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

STATEMENT OF WORK

ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

1.0 Description of Service and Obligations

1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola will provide applicable patches and service pack updates when and if available. Currently, Motorola's service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.

1.2 The Customer will have, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 SUA II, the ASTRO 25 system must be at system release 7.7 or later.

1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.

1.4 The price quoted for the SUAII requires the Customer to chose a system upgrade from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.

1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.

1.7 Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this SUA II.

1.8 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

1.9 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.

1.10 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :

1.10.1 Servers
1.10.2 PC Workstations
1.10.3 Routers
1.10.4 LAN Switches

1.11 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

1.11.1 GTR 8000 Base Stations
1.11.2 GCP 8000 Site Controllers
1.11.3 GCM 8000 Comparators
1.11.4 MCC 7500 Console Operator Positions
1.11.5 STR 3000 Base Stations
1.11.6 Quantar Base Stations
1.11.7 Centracom Gold Elite Console Operator Interface Electronics
1.11.8 Centracom Gold Elite Central Electronics Banks
1.11.9 Ambassador Electronics Banks
1.11.10 Motorola Gold Elite Gateways
1.11.11 ASTROTAC Comparators
1.11.12 PSC 9600 Site Controllers
1.11.13 PBX Switches for Telephone Interconnect
1.11.14 NFM/NFM XC/MOSCAD RTU

1.12 The ASTRO 25 SUA II does not cover all products. Refer to section 2.0 for exclusions and limitations.

1.13 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system upgrade are not included.

1.14 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:

- 1.14.1 Review infrastructure system audit data as needed.
- 1.14.2 Identify additional system equipment needed to implement a system release, if applicable.
- 1.14.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
- 1.14.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
- 1.14.5 Program management support required to perform the system upgrade.
- 1.14.6 Field installation labor required to perform the system upgrade.
- 1.14.7 Upgrade operations engineering labor required to perform the system upgrade.

1.15 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

1.16 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.

1.17 Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

2.0 Upgrade Elements and Corresponding Party Responsibilities

2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

2.1.1 Motorola responsibilities

- 2.1.1.1 Obtain and review infrastructure system audit data as needed.
- 2.1.1.2 Identify additional system equipment needed to implement a system release, if applicable.
- 2.1.1.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
- 2.1.1.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
- 2.1.1.5 Inform Customer of high speed internet connection requirements.
- 2.1.1.6 Assign program management support required to perform the system upgrade.
- 2.1.1.7 Assign field installation labor required to perform the system upgrade.
- 2.1.1.8 Assign upgrade operations engineering labor required to perform the system upgrade.
- 2.1.1.9 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless

specifically stated in this document, Motorola will provide this training only once per system.

2.1.2 Customer responsibilities

2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.

2.1.2.2 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix C. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.

2.1.2.3 Assist in site walks of the system during the system audit when necessary.

2.1.2.4 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.

2.1.2.5 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.

2.1.2.6 Provide or purchase labor to implement optional system release features or system expansions.

2.1.2.7 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.2.1 Motorola responsibilities

2.2.1.1 Perform appropriate system backups.

2.2.1.2 Work with the Customer to validate that all system maintenance is current.

2.2.1.3 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.

2.2.2 Customer responsibilities

2.2.2.1 Validate system maintenance is current.

2.2.2.2 Validate that all available patches and antivirus updates to their system have been completed.

2.3 System Upgrade

2.3.1 Motorola responsibilities

2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.3.2 Customer responsibilities

2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.

2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.4 Upgrade Completion

2.4.1 Motorola responsibilities

2.4.1.1 Validate all system upgrade deliverables are complete as contractually required.

2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.

2.4.1.3 Obtain upgrade completion sign off from the customer.

2.4.2 Customer Responsibilities

2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.4.2.3 Provide Motorola with upgrade completion sign off.

3.0 Exclusions and Limitations

3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

3.2 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software ("PSA")
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as microwave terminals and association multiplex equipment

3.3 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

3.4 ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).

3.5 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

4.0 Special provisions

4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.

4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.

4.3 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

4.4 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.

4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

4.6 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

Appendix A – ASTRO 25 System Release Upgrade Paths

Release Date	Platform Release	Available Upgrade Paths	
Oct-05	R7.0	N/A	
Jun-06	R7.1	N/A	
Dec-06	R7.2	7.7	
Mar-07	R7.1.1	N/A	
Dec-07	R7.4	7.7	
Jun-08	R7.5	7.7	
Dec-08	R7.6	7.7	
Jun-09	R7.7	7.9	7.11
Jan-10	R7.8	7.9	
Dec-10	R7.9	7.11	7.13
Aug-11	R7.11	7.13	7.14
Mar-12	R7.12	N/A	
Nov-12	R7.13	7.14	7.15 (planned)
Nov-13	R7.14	7.15 (planned)	7.16 (planned)
Nov-14	R7.15 (planned)	7.16 (planned)	7.17 (planned)

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

Appendix B - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date.. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Core	
Master Site Configuration	M3
Zones in Operation (Including DSR and Dark Master Sites)	0
Zone Features: IV&D, TDMA, Telephone Interconnect, CNI, HPD, CSMS, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, InfoVista, KMF/OTAR	0
RF System	
Voice RF Sites & RF Simulcast Sites (including Prime Sites)	1
Repeaters/Stations (FDMA)	6
Repeaters/Stations (TDMA)	0
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	1
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	0
MCC 7500 Operator Positions (VPM)	4
Conventional Channel Gateways (CCGW)	3
Conventional Site Controllers (GCP 8000 Controller)	1
Logging System	
Number of AIS Servers	0
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
Network Management and MOSCAD NFM	
Network Management Clients	0
MOSCAD NFM Systems	0
MOSCAD NFM RTUs	0
MOSCAD NFM Clients	0
Fire Station Alerting (FSA)	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
Fire Station Alerting (FSA)	
Voice Subscribers non-APX	0
Voice Subscribers APX	0
HPD Subscribers	0
Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)	
Workstations - High Performance	0
Workstations - Mid Performance	4
Servers - High Performance	0
Servers - Mid Performance	0
LAN Switch - High Performance	0
LAN Switch - Mid Performance	2
Routers	5

Appendix C – High-Speed Connectivity Specifications

Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize or a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
    - Port availability must meet or exceed 99.9% (three nines)
    - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links o Packet loss shall be no greater than 0.3%
    - Network jitter shall be no greater than 2 ms
- The network requirements above are based on the SLA provided for Sprint Dedicated IP Services as of April, 2012. It is possible other vendors may not be able to meet this exact SLA, so these cases must be examined on a case-by-case basis.

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR
Motorola SOLUTIONS Statement of Work Contract
Williamson County IP Simulcast Upgrade and Granger Site Add

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Motorola Solutions Inc. (hereinafter "Motorola"). Customer agrees to engage Motorola as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Waiver of Sovereign Immunity or Powers: Nothing in this contract will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

II.

No Assignment: Motorola may not assign this contract, without express written consent of the Williamson County Commissioners Court.

III.

Compliance With All Laws: Motorola agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

IV.

Good Faith: Motorola agrees to act in good faith in the performance of this contract.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The 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 The 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.

VI.

Right to Audit: Motorola agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Motorola which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Motorola agrees that Customer shall have access during normal working hours to all necessary Motorola facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Motorola reasonable advance notice of intended audits.

VII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

VIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals this the _____ day of _____, 2015.

WILLIAMSON COUNTY:	Motorola:
_____	_____
Authorized Signature	Authorized Signature

Commissioners Court - Regular Session **47.**

Meeting Date: 12/01/2015

Verizon Wireless DIR Contract

Submitted By: Catherine Roberts, Radio Communication System

Department: Radio Communication System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and approve Department of Information Resources Contract from Verizon Wireless for provision of wireless air services for the Wireless Communications Department.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Verizon Wireless DIR Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 01:55 PM
Form Started By: Catherine Roberts		Started On: 11/23/2015 11:51 AM
Final Approval Date: 11/23/2015		

Appendix D
DIR Contract No. DIR-SDD-1779
Verizon Wireless Customer Agreement

This agreement is dated November 15th 2015 between Cellco Partnership d/b/a Verizon Wireless and its Related Entities ("Verizon Wireless") and Williamson County Wireless Communications ("Customer"), a customer as defined in Appendix A in the Contract for Products and Related Services between the State of Texas Department of Information Resources (the "DIR) and Verizon Wireless, DIR Contract No. DIR-SDD-1779 (the "DIR Agreement") with an effective date of March 21, 2012 and as amended.

This Customer Agreement shall be governed by the terms and conditions of the DIR Agreement dated March 21, 2012. A copy of the DIR Agreement is incorporated herein by reference and is available online at http://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-SDD-1779&keyword=dir-sdd-1779 or upon request from your Account Manager.

Authorized Customer is eligible and desires to purchase wireless services and products from Verizon Wireless pursuant to the terms and conditions of the DIR Agreement, any and all amendments, addenda and schedules as the DIR may specify from time to time, as well as the terms and conditions of all calling plans activated under this Customer Agreement, which are incorporated herein by reference.

DIR will only be responsible for services provided to DIR and will not be responsible for payments for services provided to any individual Customer.

The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder.

The Authorized Customer agrees to the terms and conditions of the DIR Agreement including the disclosure of limited account information as part of the contractual reporting requirements to DIR.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Authorized Customer action.

The undersigned is duly authorized by the Authorized Customer to designate the following individual(s) (the "Authorized Contacts") who are authorized to take action with respect to the account with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Customer Agreement, and the DIR Agreement.

FEIN Number: 74-6000978 Existing Vendor Customer Account Number(s):

Means of Contact Acceptable To/From Authorized User (e.g. fax, e-mail, etc.): **email**

Verizon Wireless Sales Representative Name: Rick Malmgren and Wireless Phone Number: 5126276099 and GID: EE51Y

Verizon Wireless Profile ID(s): STTDR

Authorized User has caused this User Agreement to be executed by its duly authorized representative to be effective as of this 15th day of November ,20**15**

Customer Name: Williamson County Wireless Communications	**Verizon Wireless:**
Authorized Signature:	**Authorized Signature:**
Printed Name: Dan Gattis	**Printed Name:** Otto Hernandez
Title: Williamson County Judge	**Title:** AD Government Sales CTX
Date: 11/15/2015	**Date:** 11/15/2015

Commissioners Court - Regular Session **48.**

Meeting Date: 12/01/2015

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

a) Business prospect(s) that may locate or expand within Williamson County.
b) Discuss Pearson Road District.
c) Discuss North Woods Road District.
d) Discuss Kaufman Loop.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/23/2015 11:09 AM
Form Started By: Charlie Crossfield		Started On: 11/23/2015 10:25 AM
Final Approval Date: 11/23/2015		

Commissioners Court - Regular Session **49.**

Meeting Date: 12/01/2015

Executive Session

Submitted For: Charlie Crossfield **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.)

A. Real Estate Owned by Third Parties

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
a) Discuss proposed acquisition of property for right-of-way for SH 195
b) Discuss proposed acquisition of property for proposed SH 29 project.
c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.
d) Discuss possible acquisition of property with endangered species for mitigation purposes.
e) Discuss the acquisition of real property: Sneed Loop
f) Discuss the acquisition of real property: Neenah Blvd.
g) Discuss the acquisition of real property: CR 119
h) Discuss the acquisition of real property: Tradesman Park.
i) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
j) Discuss the acquisition of real property: CR 258
k) Discuss the acquisition of real property: Kruger property exchange (3901 CR 130 Hutto, TX)
l) Discuss the acquisition of real property: Arterial H.
m) Discuss the acquisition of real property for County Facilities.
n) Discuss the acquisition of real property for the Williamson County Expo Center.
o) Discuss the acquisition of Easement interests on CR 240.
p) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
q) Discuss the acquisition of real property from Taylor ISD and WILCO Park Foundation for the East Wilco Park Access Road.
r) Discuss the acquisition of real property from the Andice Cemetery.
s) Discuss accepting the donation of a Water Quality/Detention Pond on Avery Ranch Blvd.
t) Discuss accepting donations of ROW for Busby Lane.

B. Property or Real Estate owned by Williamson County

1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss proposed sale of real estate on Inner Loop
c) Discuss proposed trade of real estate adjacent to Chandler Rd. and CR 130
d) Discuss proposed exchange of property with Mr. Kruger
e) Discuss real estate at 355 Texas Ave.
f) Discuss the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
g) Discuss the proposed sale of portion of county property by Jester Annex
h) Discuss the proposed sale of excess right-of-way on Hwy 79 abutting 79 Business Park
i) Discuss abandoning row on CR 359
j) Discuss possible sale of 183 A excess right of way

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

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