

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**NOVEMBER 15TH, 2016**  
**9:30 A.M.**

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

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

**CONSENT AGENDA**

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

( Items 5 – 13 )

5. Discuss, consider and take appropriate action on a line item transfer for Non Departmental.

**Fiscal Impact**

| From/To | Acct No.         | Description            | Amount     |
|---------|------------------|------------------------|------------|
| From    | 0100-0409-004998 | Non Dept/Contingencies | \$1,949.95 |
| To      | 0100-0409-003006 | Non Dept/Office Equip  | \$1,949.95 |

6. Discuss, consider, and take appropriate action on a line item transfer for the County Attorney's Office.

**Fiscal Impact**

| From/To | Acct No.         | Description        | Amount     |
|---------|------------------|--------------------|------------|
| From    | 0100.0475.004902 | Co Atty Leg Supp   | \$7,233.25 |
| To      | 0100.0475.003010 | Computer Equipment | \$7,233.25 |

7. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

8. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (13) File Cabinets, (1) Calendar, (1) Keyboard, (5) Monitors, (2) Computers, (1) Desk shelf, (1) Docking station, (1) Camera, (1) Printer, (21) Chairs, (2) Desks, (1) Mobile Metal Detector, (11) Postjet PJ1500 Autocutters, (10) Epson receipt printers, (4) Label Printer, (1) 2002 White Ford Explorer, (1) 2001 White CPS SBD-240, (complete list attached) pursuant to Tx. Local Code 263.152.
9. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through trade-in including (28) Cardiac Science G3 AED's (see attached list) pursuant to Tx. Local Gov't code 263.152.
10. Discuss, consider and take appropriate action on authorizing the disposal of a various county asset through inter-departmental transfer (1) 2007 White Dodge Charger (see attached list) pursuant to Tx. Local Gov't Code 263.152.
11. Receive and acknowledge Work Authorization No. 2 under Williamson County Contract for Engineering Services between Terracon Consultants, Inc. and Williamson County dated February 2, 2015 for On Call Geotechnical and Lab Testing Services for Williamson County Road and Bridge.
12. Receive and acknowledge Work Authorization No. 4 under Williamson County Contract for Engineering Services between Alliance Geotechnical Group of Austin, Inc. and Williamson County dated December 3, 2015 for Construction Observation and Material Testing Engineering Services for the Williamson County Exposition Center Project.
13. Receive and acknowledge Work Authorization No. 5 under Williamson County Contract for Surveying Services between Surveying and Mapping (SAM) LLC. and Williamson County dated February 9, 2015 for Right of Way Survey and Parcel Maps for San Gabriel Ranch Road for Williamson County Road and Bridge.

## **REGULAR AGENDA**

14. Discuss, consider and take appropriate action on resolution recognizing November as Pancreatic Cancer Awareness month.
15. Discuss, consider, and take appropriate action on recognition of the 2016 Air Central Texas Public Sector Award to Williamson County Precinct 4 Commissioner Ron Morrison (posthumous).
16. Discuss consider and take appropriate action on approving Andrea Fonseca as the new Horticulture Extension Agent.
17. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
18. Receive and acknowledge the November 2016 Construction Summary Report for the Road Bond and Pass Through Financing Programs.
19. Discuss, consider, and take appropriate action on Contract Amendment No. 2 to the Georgetown Inner Loop at WilCo Way Contract for Engineering Services between Williamson County and Rodriguez Transportation Group, Inc. relating to the 2013 Road Bond Program.

20. Discuss, consider, and take appropriate action on a Contract for On-Call Geotechnical Engineering and Construction Materials Engineering & Testing Services between Williamson County and Kleinfelder, Inc. relating to the 2013 Road Bond Program.
21. Discuss, consider, and take appropriate action on a Contract for On-Call Geotechnical Engineering and Materials Testing Services between Williamson County and Rodriguez Engineering Laboratories, LLC relating to the 2013 Road Bond Program.
22. Discuss, consider, and take appropriate action regarding a Standard Utility Agreement between Atmos Energy and Williamson County for utility relocations on CR 110 South, a Road Bond Project in Commissioner Pct. 4.
23. Discuss, consider, and take appropriate action regarding a Standard Utility Agreement between Pedernales Electric Cooperative and Williamson County for utility relocations on Ronald Reagan at IH 35, a Road Bond Project in Commissioner Pct. 3.
24. Discuss, consider, and take appropriate action regarding a Standard Utility Agreement between Frontier Communications and Williamson County for utility relocations on CR 305 at IH 35, a Road Bond Project in Commissioner Pct 3.
25. Discuss, consider and take any appropriate action on a request for permission to place an Official Texas Historical Marker on the Williamson County Courthouse grounds near the Confederate soldier monument in the event the Texas Historical Commission determines eligibility and approves a marker in relation to a 2017 Official Texas Historical Marker Sponsorship Application to be filed by The Cultural and Historical Advocacy Group of the Georgetown Courageous Conversations Interfaith Initiative.
26. Discuss, consider and take appropriate action on First Amendment Interlocal Agreement between Williamson County, Texas and Williamson County & Cities Health District regarding the Community Paramedicine Project.
27. Discuss, consider and take appropriate action on authorizing the new licensing Agreement for pre-employment testing and scoring, for the term of October 3, 2016 - October 3, 2017, with Ergometrics and Applied Personnel Research, Inc.
28. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive qualifications for Utility Coordination and Utility Engineering Services on RFQ 1611-127.
29. Discuss, consider and take appropriate action on awarding Martin Marietta for the purchase of Portland Cement, per the lowest and best quote received, pursuant to Texas Local Gov't Code, Section 262.0225(d) and section 262.0245.
30. Discuss, consider and take appropriate action on the approval of the execution of the service agreement with Clifford Power Systems, under Cooperative Agreement TIPS #1042816 for generator maintenance services for FYI 2017 in the amount of \$23,001.91.
31. Discuss, consider and take appropriate action to approve a co-op purchase (Buyboard Contract #430-13) between Williamson County Texas and Chastang Ford for (1) 2017 Ford Police Interceptor to support operations of Williamson County 911 Communications.
32. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's office from State Judiciary Apportionment Funds:

**Fiscal Impact**

| From/To | Acct No.         | Description                 | Amount     |
|---------|------------------|-----------------------------|------------|
|         | 0100.0000.335602 | Dist Atty Salary Supplement | \$7,500.00 |

33. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's office from State Judiciary Apportionment Funds:

**Fiscal Impact**

| From/To | Acct No.         | Description              | Amount     |
|---------|------------------|--------------------------|------------|
|         | 0100.0440.001940 | Apportionment Supplement | \$6,226.14 |
|         | 0100.0440.002010 | FICA                     | \$476.30   |
|         | 0100.0440.002020 | Retirement               | \$797.56   |

34. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Parks.

**Fiscal Impact**

| From/To | Acct No.         | Description       | Amount      |
|---------|------------------|-------------------|-------------|
|         | 0100.0510.004515 | Trail Maintenance | \$27,171.02 |

35. Discuss, consider and take appropriate action on an order declaring an emergency a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Parks.

**Fiscal Impact**

| From/To | Acct No.         | Description       | Amount     |
|---------|------------------|-------------------|------------|
|         | 0100.0510.004515 | Trail Maintenance | \$7,174.56 |

36. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations.

**Fiscal Impact**

| From/To | Acct No.         | Description    | Amount   |
|---------|------------------|----------------|----------|
|         | 0100.0000.367403 | Park Donations | \$249.00 |

37. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Park Donations:

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|



**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)."***

38. 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) Project Fiji
  - e) Leander Medical Center
  - f) Project Monkey
39. 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 Mays St. Extension
    - 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: CR 101
    - f) Discuss the acquisition of real property: IH-35 at Ronald Reagan Blvd.
    - g) Discuss the acquisition of real property: CR 111
    - h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
    - i) Discuss the acquisition of real property: landfill properties
    - j) Discuss the acquisition of real property: Inner Loop.
    - k) Discuss the acquisition of real property for County Facilities.
    - l) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)
    - m) Discuss the acquisition of real property on CR 305.
    - n) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
    - o) Discuss the acquisition of real property: Arterial H
    - p) Discuss the acquisition of easements on the Forest North project.
    - q) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.
    - r) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
    - s) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
    - t) Discuss options for ingress and egress regarding access to Cedar Hollow Subdivision.
    - u) Discuss the acquisition of real property for CR 258.
    - v) Discuss the acquisition of real property for Lakeline Blvd.
    - x) Discuss the acquisition of real property for US 183.
- 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 possible sale of 183 A excess right of way

- c) Discuss proposed sale of real estate of Blue Springs Blvd
- d) Discuss proposed sale of excess right of way on CR 107

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

- 40.** 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.
  - e) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
  - f) County Road 241 utility and Right-of-Way Issues and matters;
  - g) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
  - h) 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
  - i) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
  - j) 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
  - k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
  - l) Claims of Texas Association for Children and Families
  - m) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
  - n) Legislative changes to firearms laws and possession of firearms on county property
  - o) Civil Action No. A-14-CV-986-DAE, Walter Chad Troutman v. Williamson County and its Sheriff's Department, In The United States District Court For The Western District Of Texas, Austin Division
  - p) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
  - q) Notice of claim and demand of Morgan Lee Roach.
  - r) Labor and employment law review of Employee Policy Manual provisions and amendments.
  - s) Berry Springs Park and Preserve pipeline
  - t) Discuss subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
  - u) Discuss requirements related to health benefit plan.
  - v) Case No. 1:16-cv-00505-LY, Saturn v. Barnett et al, In The United States District Court For The Western District of Texas-Austin Division
  - w) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
  - x) Suit for declaratory judgment by the County Attorney's Office on behalf of Emergency Services to challenge the Attorney General's ruling in AG Letter Ruling No. OR2016-14927.
  - y) Civil Action No. 1:16-cv-1023 LY, Brian Carrier v. Lt. McKnight, et al, In The United States District Court For The Western District Of Texas, Austin Division
- 41.** 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).

42. Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

43. Discuss and take appropriate action regarding matters concerning economic development.
44. Discuss and take appropriate action concerning real estate.
45. 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) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
  - g) County Road 241 utility and Right-of-Way Issues and matters;
  - h) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
  - i) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419<sup>th</sup> Judicial District Court of Travis County
  - j) 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
  - k) 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
  - l) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
  - m) Claims of Texas Association for Children and Families
  - n) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
  - o) Action regarding legislative changes to firearms laws, to include but not be limited to the adoption and implementation of regulations and policies relating to the possession of firearms on and within Williamson County property and facilities.
  - p) Civil Action No. A-14-CV-986-DAE, Walter Chad Troutman v. Williamson County and its Sheriff's Department, In The United States District Court For The Western District Of Texas, Austin Division
  - q) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
  - r) Notice of claim and demand of Morgan Lee Roach.
  - s) Berry Springs Park and Preserve pipeline
  - t) Discuss, consider, and take appropriate action regarding the handling, including but not limited to, the negotiating and approval of settlement offers, of subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
  - u) Discuss requirements related to health benefit plan.
  - v) Case No. 1:16-cv-00505-LY, Saturn v. Barnett et al, In The United States District Court For The Western District of Texas-Austin Division
  - w) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
  - x) Suit for declaratory judgment by the County Attorney's Office on behalf of Emergency Services to

challenge the Attorney General's ruling in AG Letter Ruling No. OR2016-14927.  
y) Civil Action No. 1:16-cv-1023 LY, Brian Carrier v. Lt. McKnight, et al, In The United States District  
Court For The Western District Of Texas, Austin Division

46. 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.
47. Comments from Commissioners.

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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 \_\_\_\_\_, 2016 at \_\_\_\_\_ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session****5.****Meeting Date:** 11/15/2016

Line Item Transfer

**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Non Departmental.

**Background**

We currently have a projector in the community room at the Road and Bridge facility that is broken and unable to be repaired. This community room is used by various outside groups as well as Ag Extension Services. Replacement cost of this projector is \$1,949.95 which is the amount of this transfer.

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**Fiscal Impact**

| From/To | Acct No.         | Description            | Amount     |
|---------|------------------|------------------------|------------|
| From    | 0100-0409-004998 | Non Dept/Contingencies | \$1,949.95 |
| To      | 0100-0409-003006 | Non Dept/Office Equip  | \$1,949.95 |

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 11/07/2016

**Reviewed By**

Wendy Coco

**Date**

11/07/2016 03:19 PM

Started On: 11/04/2016 04:51 PM

**Commissioners Court - Regular Session****6.****Meeting Date:** 11/15/2016

Line Item Transfer

**Submitted For:** D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the County Attorney's Office.

**Background**

transfer of CA legislative dollars for computer equipment purchase

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**Fiscal Impact**

| From/To | Acct No.         | Description        | Amount     |
|---------|------------------|--------------------|------------|
| From    | 0100.0475.004902 | Co Atty Leg Supp   | \$7,233.25 |
| To      | 0100.0475.003010 | Computer Equipment | \$7,233.25 |

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Stephanie Lloyd

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

11/09/2016 11:01 AM

11/09/2016 11:32 AM

Started On: 11/08/2016 03:02 PM

**Commissioners Court - Regular Session****7.****Meeting Date:** 11/15/2016

Compensation Items

**Submitted By:** Tara Raymore, Human Resources**Department:** Human Resources**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

**Background**

See attached for details.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**LITComp Items

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**Form Review****Inbox**

Budget Office

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 11/09/2016

**Reviewed By**

Ashlie Koenig

Wendy Coco

**Date**

11/09/2016 09:00 AM

11/09/2016 11:01 AM

Started On: 11/08/2016 04:55 PM

| FROM / TO   | ACCOUNT                    | DESCRIPTION                          | AMOUNT             |
|-------------|----------------------------|--------------------------------------|--------------------|
| <b>From</b> | <b>01-0100-8004-001130</b> | <b>Emergency Services/Merit</b>      | <b>\$13,919.48</b> |
| <b>From</b> | <b>01-0100-8004-002010</b> | <b>Emergency Services/FICA</b>       | <b>\$ 1,064.84</b> |
| <b>From</b> | <b>01-0100-8004-002020</b> | <b>Emergency Services/Retirement</b> | <b>\$ 1,861.03</b> |
| To          | 01-0100-0341-001100        | MOT/Salaries                         | \$ 2,728.20        |
| To          | 01-0100-0341-002010        | MOT/FICA                             | \$ 208.71          |
| To          | 01-0100-0341-002020        | MOT/Retirement                       | \$ 364.76          |
| To          | 01-0100-0581-001100        | 911/Salaries                         | \$ 11,191.28       |
| To          | 01-0100-0581-002010        | 911/FICA                             | \$ 856.13          |
| To          | 01-0100-0581-002020        | 911/Retirement                       | \$ 1,496.27        |



| Department           | PCN  | EE ID  | Budget Amount | Requested   | Increase Amount | % Increase | Reason for Change                                                                                         | Salaries From      | Oracle Effective Date |
|----------------------|------|--------|---------------|-------------|-----------------|------------|-----------------------------------------------------------------------------------------------------------|--------------------|-----------------------|
| 911 Communications   | 0132 | 13602  | \$37,641.84   | \$0.00      | \$0.00          | 0%         | Title & Grade change: Telecommunications Officer I B.21 to Telecommunications Officer II B.22             | no salary change   | 11/18/2016            |
| 911 Communications   | 1745 | 13656  | \$37,641.84   | \$0.00      | \$0.00          | 0%         | Title & Grade change: Telecommunications Officer I B.21 to Telecommunications Officer II B.22             | no salary change   | 11/18/2016            |
| 911 Communications   | 0151 | 13289  | \$39,571.27   | \$0.00      | \$0.00          | 0%         | Title & Grade change: Telecommunications Officer II B.22 to Telecommunications Officer III B.23           | no salary change   | 11/18/2016            |
| 911 Communications   | 0150 | 13288  | \$39,571.27   | \$0.00      | \$0.00          | 0%         | Title & Grade change: Telecommunications Officer II B.22 to Telecommunications Officer III B.23           | no salary change   | 11/18/2016            |
| 911 Communications   | 0141 | 13900  | \$37,641.84   | \$0.00      | \$0.00          | 0%         | Title & Grade change: Telecommunications Officer Trainee B.20 to Telecommunications Officer I B.21        | no salary change   | 11/18/2016            |
| 911 Communications   | 1688 | 13898  | \$37,641.84   | \$0.00      | \$0.00          | 0%         | Title & Grade change: Telecommunications Officer Trainee B.20 to Telecommunications Officer I B.21        | no salary change   | 11/18/2016            |
| 911 Communications   | 0153 | 13290  | \$39,571.27   | \$0.00      | \$0.00          | 0%         | Title & Grade change: Telecommunications Officer II B.22 to Telecommunications Officer III B.23           | no salary change   | 11/18/2016            |
| 911 Communications   | 1744 | 13702  | \$37,641.84   | \$0.00      | \$0.00          | 0%         | Title & Grade change: Telecommunications Officer I B.21 to Telecommunications Officer II B.22             | no salary change   | 11/18/2016            |
| 911 Communications   | 1743 | Vacant | \$35,830.77   | \$0.00      | \$0.00          | 0%         | Title & Grade change: Telecommunications Officer I B.21 to Telecommunications Officer Trainee B.20        | no salary change   | 11/18/2016            |
| 911 Communications   | 0146 | Vacant | \$38,365.60   | \$0.00      | \$0.00          | 0%         | Title & Grade change: Telecommunications Officer I B.21 to Telecommunications Officer Trainee B.20        | no salary change   | 11/18/2016            |
| 911 Communications   | 0134 | Vacant | \$37,641.84   | \$0.00      | \$0.00          | 0%         | Title & Grade change: Telecommunications Officer II B.22 to Telecommunications Officer Trainee B.20       | no salary change   | 11/18/2016            |
| 911 Communications   | 0149 | Vacant | \$38,365.60   | \$0.00      | \$0.00          | 0%         | Title & Grade change: Telecommunications Officer II B.22 to Telecommunications Officer Trainee B.20       | no salary change   | 11/18/2016            |
| 911 Communications   | 0133 | Vacant | \$36,360.29   | \$0.00      | \$0.00          | 0%         | Title & Grade change: Telecommunications Officer III B.23 to Telecommunications Officer Trainee B.20      | no salary change   | 11/18/2016            |
| 911 Communications   | 0157 | Vacant | \$39,140.36   | \$0.00      | \$0.00          | 0%         | Title & Grade change: Telecommunications Officer I B.21 to Telecommunications Officer Trainee B.20        | no salary change   | 11/18/2016            |
| Building Maintenance | 0234 | Vacant | \$33,498.34   | \$36,587.20 | \$3,088.86      | 8.44%      | Title change: Jail Maintenance Tech I B.18 to Access Control Tech I B.18, increase vacant position salary | Unallocated 001100 | 11/18/2016            |
| Building Maintenance | 0246 | Vacant | \$49,413.92   | \$51,489.98 | \$2,076.06      | 4.03%      | Title & Grade change: Landscape Specialist II B.20 to HVAC Tech III B.23, increase vacant position salary | Unallocated 001100 | 11/18/2016            |

**Commissioners Court - Regular Session****8.****Meeting Date:** 11/15/2016

Asset Transfer

**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (13) File Cabinets, (1) Calendar, (1) Keyboard, (5) Monitors, (2) Computers, (1) Desk shelf, (1) Docking station, (1) Camera, (1) Printer, (21) Chairs, (2) Desks, (1) Mobile Metal Detector, (11) Postjet PJ1500 Autocutters, (10) Epson receipt printers, (4) Label Printer, (1) 2002 White Ford Explorer, (1) 2001 White CPS SBD-240, (complete list attached) pursuant to Tx. Local Code 263.152.

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**Asset TransferAsset Transfer 1

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/09/2016 09:01 AM

# Williamson County

## Asset Status Change 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<br>(year, make, model, etc.)        | Manufacturer ID#<br>(serial, service tag, or VIN) | County<br>Tag# | Condition of Assets<br>(Working, Non-Working) |
|----------|-------------------------------------------------|---------------------------------------------------|----------------|-----------------------------------------------|
| 1        | File Cabinet, metal 4 drawer, legal size, beige |                                                   |                | Working                                       |
| 1        | At-A-Glance Wall Calendar                       | PM333-28                                          |                | Working                                       |
| 1        | Logitech Keyboard                               | 898017-0403                                       |                | Working                                       |
|          |                                                 |                                                   |                |                                               |
|          |                                                 |                                                   |                |                                               |

**Parties involved:**
**FROM** (Transferor Department): Purchasing Department
**Transferor - Elected Official/Department Head/  
Authorized Staff:**
Kerbin Hancock  
 Print Name

[Signature]  
 Signature

**Contact Person:**
Lyn Hladky  
 Print Name

512-943-1554  
 Date Phone Number

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

**Contact Person:**
RECEIVED

Print Name

Print Name

OCT 31 2016

Signature

Date

Phone Number

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 \_\_\_\_\_

# Williamson County

## Asset Status Change 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<br>(year, make, model, etc.) | Manufacturer ID#<br>(serial, service tag, or VIN) | County<br>Tag# | Condition of Assets<br>(Working, Non-Working) |
|----------|------------------------------------------|---------------------------------------------------|----------------|-----------------------------------------------|
| 1        | DELL Monitor                             | CN-DVHPX3-74445-263-AALL                          |                | Working                                       |
| 1        | DELL Monitor                             | CN-DNWX76-72872-33Q-ADYL                          |                | Working                                       |
| 1        | DELL Monitor                             | CN-OR9239-48220-54K-027U                          |                | Working                                       |
| 1        | DELL Monitor                             | CN-OY4299-71618-5BN-CBE8                          |                | Working                                       |
| 1        | DELL Monitor                             | CN-ON300H-64180-111-17WL                          |                | Working                                       |

### Parties involved:

FROM (Transferor Department): Purchasing Department

Transferor - Elected Official/Department Head/  
Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

RECEIVED

OCT 31 2016

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 \_\_\_\_\_

# Williamson County

## Asset Status Change 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<br>(year, make, model, etc.)       | Manufacturer ID#<br>(serial, service tag, or VIN) | County<br>Tag# | Condition of Assets<br>(Working, Non-Working) |
|----------|------------------------------------------------|---------------------------------------------------|----------------|-----------------------------------------------|
| 1        | DELL OPTIPLEX 740 Desktop                      | 4206776509/ 1XKLTJ1                               | CO2349         | Working                                       |
| 1        | DESK SHELF FOR Computer, with lift bracket     |                                                   |                | Working                                       |
| 1        | DELL DOCKING STATION PRX                       | 7345U                                             | 128            | Working                                       |
| 1        | SONY Digital Camera & Case MVC-CD500 w/charger | 332974                                            |                | Working                                       |
| 1        | HP Printer LaserJet 4100N                      |                                                   | 100201         | Non-Working                                   |

### Parties involved:

FROM (Transferor Department): Purchasing Department

Transferor - Elected Official/Department Head/  
Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

Auction

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

Contact Person:

RECEIVED

Print Name

Print Name

OCT 31 2016

Signature

Date Phone Number

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 \_\_\_\_\_

# Williamson County

## Asset Status Change Form

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

- ☐ TRANSFER between 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<br>(year, make, model, etc.) | Manufacturer ID#<br>(serial, service tag, or VIN) | County<br>Tag# | Condition of Assets<br>(Working, Non-Working) |
|----------|------------------------------------------|---------------------------------------------------|----------------|-----------------------------------------------|
| 15       | office chairs                            | n/a                                               | n/a            | Non-Working                                   |
| 6        | chairs                                   | n/a                                               | n/a            | Non-Working                                   |
| 2        | desks                                    | n/a                                               | n/a            | Non-Working                                   |
| 1        | mobile metal detector                    | n/a                                               | n/a            | Non-Working                                   |
| 1        | filing cabinet                           | n/a                                               | n/a            | Non-Working                                   |

### Parties involved:

FROM (Transferor Department): CSCD/Adult Probation

Transferor - Elected Official/Department Head/  
Authorized Staff:

Melissa Ramos

Print Name

Signature

Contact Person:

Melissa Ramos

Print Name

+1 (512) 943-3504

Phone Number

9-12-16

Date

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

Contact Person:

Tony Hill

Print Name

Phone Number

RECEIVED

OCT 31 2016

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 \_\_\_\_\_



# Williamson County

## Asset Status Change Form

[Print Form](#)
**The following asset(s) is(are) considered for: (select one)**

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

**Asset List:**

| Quantity | Description<br>(year, make, model, etc.)         | Manufacturer ID#<br>(serial, service tag, or VIN) | County<br>Tag# | Condition of Assets<br>(Working, Non-Working) |
|----------|--------------------------------------------------|---------------------------------------------------|----------------|-----------------------------------------------|
| 11       | 4-Drawer Lateral File Cabinet - Black 42" W/Lock |                                                   |                | 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


**Contact Person:**
Melissa Goins

Print Name

+1 (512) 943-1508

Date Phone Number

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

Tony Hill

Print Name

Signature

Date

**Contact Person:**
Tony Hill

Print Name

+1 (512) 943-3314

Phone Number

RECEIVED

OCT 31 2016

 AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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## Forward to County Auditor's Office

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

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

# Williamson County

## Asset Status Change Form

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- ☐ TRANSFER bet ween county departments  
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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:**

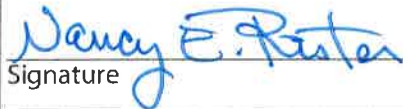
| Quantity | Description<br>(year, make, model, etc.)                 | Manufacturer ID#<br>(serial, service tag, or VIN) | County<br>Tag# | Condition of Assets<br>(Working, Non-Working) |
|----------|----------------------------------------------------------|---------------------------------------------------|----------------|-----------------------------------------------|
| 11       | Ithaca POSJET PJ1500 AutoCutter USB, Model: PJ15USB1ACDG | SN: SM005016570, SM005016572, SM005016574,        |                | Working                                       |
|          |                                                          | SM005016577, SM005016579, SM005016580,            |                | Working                                       |
|          |                                                          | SM005016582, SM005017148, SM005017149,            |                | Working                                       |
|          |                                                          | SM005017150, SM005016576                          |                | Working                                       |
|          |                                                          |                                                   |                |                                               |

**Parties involved:**
**FROM** (Transferor Department): Williamson County Clerk Office

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

Nancy E. Rister

Print Name



Signature

**Contact Person:**

Sean L. Johnson

Print Name

+1 (512) 943-1549

Date Phone Number

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

**Contact Person:**


Print Name

Print Name

NOV - 3 2016

Signature

Date Phone Number



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# Williamson County

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**Asset List:**

| Quantity | Description<br>(year, make, model, etc.) | Manufacturer ID#<br>(serial, service tag, or VIN) | County<br>Tag# | Condition of Assets<br>(Working, Non-Working) |
|----------|------------------------------------------|---------------------------------------------------|----------------|-----------------------------------------------|
| 1        | Dell Optiplex 780                        | Service Tag # 97BT3P1                             | C02906         | Working                                       |
|          |                                          |                                                   |                |                                               |
|          |                                          |                                                   |                |                                               |
|          |                                          |                                                   |                |                                               |
|          |                                          |                                                   |                |                                               |

**Parties involved:**
**FROM** (Transferor Department): County Clerk
**Transferor - Elected Official/Department Head/  
Authorized Staff:**
**Contact Person:**

Print Name

Print Name

Signature

Date Phone Number

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

**Contact Person:**

Nancy Rister

Terri Countess

Print Name

Print Name

Signature

Date Phone Number

943-1521

RECEIVED

NOV - 3 2016

 AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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# Williamson County

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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

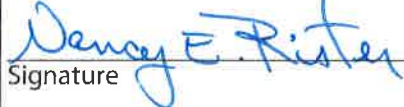
**Asset List:**

| Quantity | Description<br>(year, make, model, etc.)     | Manufacturer ID#<br>(serial, service tag, or VIN) | County<br>Tag# | Condition of Assets<br>(Working, Non-Working) |
|----------|----------------------------------------------|---------------------------------------------------|----------------|-----------------------------------------------|
| 9        | Epson M114A Receipt Printer, Part: TM-U950P  | SN: A950006325, J9QG003418, A95G029474            |                | Working                                       |
|          |                                              | 2VJ0017157, K3TF040889, A950006249                |                | Working                                       |
|          |                                              | A95G013297, 2VJ0018413                            |                | Working                                       |
|          |                                              | A95G004800                                        |                | Non-Working                                   |
| 1        | Epson M32PA Receipt Printer, Part: TM-930IIP | SN: 6330008111                                    |                | Working                                       |

**Parties involved:**
**FROM** (Transferor Department): Williamson County Clerk Office
**Transferor - Elected Official/Department Head/  
Authorized Staff:**

Nancy E. Rister

Print Name



Signature

**Contact Person:**

Sean L. Johnson

Print Name

+1 (512) 943-1549

Date Phone Number

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

**Contact Person:**


Print Name

Print Name

NOV - 3 2016

Signature

Date Phone Number



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# Williamson County

## Asset Status Change Form

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**Asset List:**

| Quantity | Description<br>(year, make, model, etc.)          | Manufacturer ID#<br>(serial, service tag, or VIN) | County<br>Tag# | Condition of Assets<br>(Working, Non-Working) |
|----------|---------------------------------------------------|---------------------------------------------------|----------------|-----------------------------------------------|
| 4        | WASP WPL305 TT Label Printer, Part: 6338080402006 | SN: T456440569, T457200166, T457240578,           |                | Working                                       |
|          |                                                   | T457240588                                        |                | Working                                       |
|          |                                                   |                                                   |                |                                               |
|          |                                                   |                                                   |                |                                               |
|          |                                                   |                                                   |                |                                               |

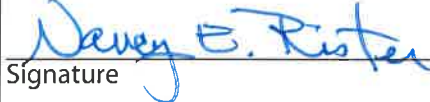
**Parties involved:**

FROM (Transferor Department): Williamson County Clerk Office

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

Nancy E. Rister

Print Name



Signature

**Contact Person:**

Sean L. Johnson

Print Name

+1 (512) 943-1549

Date Phone Number

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

RECEIVED

Print Name

Print Name

NOV - 3 2016

Signature

Date Phone Number

AUDITOR'S OFFICE  
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 \_\_\_\_\_



# Williamson County Vehicle Status Change Form

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

1) Identify Vehicle:

1FMZU62E42UC41588

EMS - 0540

EB0208

Vehicle Identification Number

Department

Door Number

118-8033

2002

Ford

Explorer

White

License Plate Number

Year

Make

Model

Color

2) Reason for Status Change:

☐ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

☐ High Mileage: List actual mileage \_\_\_\_\_

☒ Not mechanically sound Repair would cost more than value of vehicle.

☐ Other: Explain \_\_\_\_\_

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OCT 26 2016

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

3) Elected Official/Department Head/Authorized Staff

Print Name Kenny Schnell

Signature 

Date 10/14/2016

To be completed by **Fleet Services Manager**:

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☒ SALE at the earliest auction

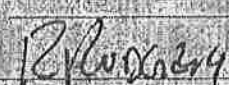
☐ TRANSFER between county departments

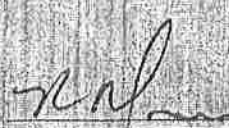
☐ SALVAGE for parts

☐ TRADE-IN for new assets of same general type for the county

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

☐ Other \_\_\_\_\_

Print Name 

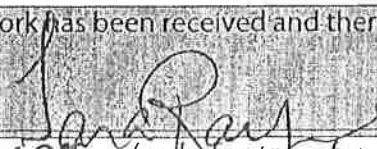
Signature 

Date

10/19/16

To be completed by **Human Resources Analyst**:

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR Release Authorization: 

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:

Signature: \_\_\_\_\_

**All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.**





# Williamson County Vehicle Status Change Form

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

1) Identify Vehicle:

4Z41116261P003543

210

UF0103

Vehicle Identification Number

Department

Door Number

9064183

2001

CPS

SBD-240

WHITE

License Plate Number

Year

Make

Model

Color

2) Reason for Status Change:

☐ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

☐ High Mileage: List actual mileage 95884

☐ Not mechanically sound

☒ Other: Explain

HAS REACHED USEFUL LIFE EXPECTANCY.

RECEIVED

OCT 26 2016

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

3) Elected Official/Department Head/Authorized Staff

Print Name Terron Evertson

Signature

Date 10/19/16

To be completed by **Fleet Services Manager:**

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☒ SALE at the earliest auction

☐ TRANSFER between county departments

☐ SALVAGE for parts

☐ TRADE-IN for new assets of same general type for the county

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

☐ Other

Print Name

R. Rodgers

Signature

Date

10/19/16

To be completed by **Human Resources Analyst:**

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR Release Authorization:

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:

Signature:

**All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.**

**Commissioners Court - Regular Session****9.****Meeting Date:** 11/15/2016

Asset Transfer

**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through trade-in including (28) Cardiac Science G3 AED's (see attached list) pursuant to Tx. Local Gov't code 263.152.

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**Asset Transfer

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/09/2016 09:29 AM

# 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<br>(year, make, model, etc.) | Manufacturer ID#<br>(serial, service tag, or VIN) | County<br>Tag# | Condition of Assets<br>(Working, Non-Working) |
|----------|------------------------------------------|---------------------------------------------------|----------------|-----------------------------------------------|
| 28       | Cardiac Science G3 AED                   | see attached list                                 |                | <input type="checkbox"/>                      |
|          |                                          |                                                   |                | <input type="checkbox"/>                      |
|          |                                          |                                                   |                | <input type="checkbox"/>                      |
|          |                                          |                                                   |                | <input type="checkbox"/>                      |
|          |                                          |                                                   |                | <input type="checkbox"/>                      |

**Parties involved:****FROM** (Transferor Department): Facilities Maintenance**Transferor - Elected Official/Department Head/Authorized Staff:**

Gary Wilson

Print Name

Signature

**Contact Person:**

Shirley Taylor

Print Name

5129431599

Phone Number

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

Print Name

Print Name

Signature

Date

Phone Number

NOV - 2 2016

\* 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 \_\_\_\_\_

| Facilities Maintenance                              |           |          |
|-----------------------------------------------------|-----------|----------|
| Assets Transfer 10/31/2016 (Trade-In)               |           |          |
|                                                     | Model #   | Serial # |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009032  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009020  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009044  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009021  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009094  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009026  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009001  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009007  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009121  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009039  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009013  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4008993  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4008994  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009080  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009030  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009064  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009079  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4008963  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009046  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009004  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009000  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009018  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009075  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009023  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009114  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009111  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4036195  |
| Cardiac Science G3 Automated External Defibrillator | 9300E-401 | 4009140  |

RECEIVED

NOV - 2 2016

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS



**Commissioners Court - Regular Session****10.****Meeting Date:** 11/15/2016

Asset Transfer

**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of a various county asset through inter-departmental transfer (1) 2007 White Dodge Charger (see attached list) pursuant to Tx. Local Gov't Code 263.152.

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**Asset Transfer

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/09/2016 09:33 AM



# Williamson County Vehicle Status Change Form

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

|                               |      |                   |         |             |        |
|-------------------------------|------|-------------------|---------|-------------|--------|
| 1) Identify Vehicle:          |      | 2B3KA43R37H714414 |         | 583         | YA0785 |
| Vehicle Identification Number |      | Department        |         | Door Number |        |
| 1171356                       | 2007 | DODGE             | CHARGER | WHITE       |        |
| License Plate Number          |      | Year              | Make    | Model       | Color  |

2) Reason for Status Change:

☐ Accident

Attach: 1. Williamson County Fleet Incident/Crash/Vandalism Report  
2. The Official Accident Report  
3. A Vehicle Insurance / Litigation Form

☐ High Mileage: List actual mileage \_\_\_\_\_

☐ Not mechanically sound \_\_\_\_\_

☒ Other: Explain COURT APPROVED BUDGET RECOMMENDATION

3) Elected Official/Department Head/Authorized Staff

Print Name JOHN SNEED Signature John Sneed Date 10-5-16

OCT 24 2016

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

To be completed by **Fleet Services Manager**:

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☐ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation

☐ TRADE-IN for new assets of same general type for the county

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

☐ Other \_\_\_\_\_

☒ TRANSFER between county departments

Comments: \_\_\_\_\_

Receiving Department: JUVENILE SERVICES

Elected Official/Department Head/Authorized Staff or Donee - Representative:

Print Name: Randy Rogers

Signature and Date: Randy Rogers 10-6-16

Print Name RANDY ROGERS Signature Randy Rogers Date 10-6-16

To be completed by **Human Resources Analyst**:

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR Release Authorization: Sara Rayne

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:

Signature: Cedric Rouse

All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.

**Commissioners Court - Regular Session****11.****Meeting Date:** 11/15/2016

Terracon On Call Geotechnical and Lab Testing Services Work Authorization 2

**Submitted For:** Terron Evertson**Submitted By:** Sarah Ramos, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

---

**Information****Agenda Item**

Receive and acknowledge Work Authorization No. 2 under Williamson County Contract for Engineering Services between Terracon Consultants, Inc. and Williamson County dated February 2, 2015 for On Call Geotechnical and Lab Testing Services for Williamson County Road and Bridge.

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**Terracon - WA #2 - On Call Geotech

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 11/04/2016

**Reviewed By**

Wendy Coco

**Date**

11/04/2016 04:13 PM

Started On: 11/04/2016 02:42 PM

**WORK AUTHORIZATION NO. 2**

**PROJECT: On Call Geotechnical and Lab Testing Services**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **February 2, 2015** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Terracon Consultants, Inc.** (the "Engineer").

Part 1. The Engineer will provide the following 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 **\$50,000.00.**

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 **September 30, 2017.** The 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. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization 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.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

Terracon Consultants, Inc.

By: 

Signature

James G. Bierschwald

Printed Name

Vice President

Title

COUNTY:

Williamson County, Texas

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
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

### **Attachment A - Services to be Provided by County**

1. County will direct type of services to be provided.
2. County will provide timely reviews and decisions necessary to enable Terracon to maintain an agreed upon project schedule as developed in attached Attachment C.
3. County will provide points of contact, to be identified upon Notice to Proceed.
4. County will provide project management.

### **Attachment B - Services to be Provided by Engineer**

1. Perform services and related reports associated with Attachment D.
2. Miscellaneous.



### **Attachment C - Work Schedule**

Shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Terracon on the work schedule and authorization to proceed on assigned services.

## Attachment D - Fee Schedule



### GEOTECHNICAL ENGINEERING Schedule of Services and Fees Williamson County, Texas 2014

#### Geotechnical Personnel

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

#### Field Services

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

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

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



**Schedule of Services and Fees  
Williamson County, Texas  
2014**

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

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

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

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

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

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

\$2.00

TxDOT Cone Penetration (TCP) tests, each .....

\$30.00

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

\$5.00

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

On request

Monitor Well / Piezometer Installation .....

On request

Interior and/or Limited Access Drilling/Sampling .....

On request

**Laboratory Classification Tests**

Atterberg limits, each .....

\$55.00

Moisture content, each .....

\$8.00

Density Determination (using Shelby tube or SPT sample), each .....

\$15.00

Specific gravity, each .....

\$70.00

Soil pH, each .....

\$30.00

Soil Resistivity (Miller box method), each .....

\$125.00

Chloride & Soluble Sulfate Content, TEX-620-J, each .....

\$75.00

**Laboratory Grain Size Tests**

Sieve analysis, ASTM C 136, each .....

\$75.00

Percent Passing No. 200 Sieve, ASTM C 117, each .....

\$45.00

Combined ASTM C 136 and C 117, each .....

\$95.00

Hydrometer analysis ASTM D 422 each .....

\$125.00



**GEOTECHNICAL ENGINEERING**  
**Schedule of Services and Fees**  
**Williamson County, Texas**  
**2014**

**Laboratory Strength and Volume Change Tests**

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

**Other Laboratory Tests and Miscellaneous Items**

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





**GEOTECHNICAL ENGINEERING  
Schedule of Services and Fees  
Williamson County, Texas  
2014**

**Additional Comments**

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



**CONSTRUCTION MATERIALS ENGINEERING AND TESTING**  
**Schedule of Services and Fees**  
**Williamson County, Texas**  
**2014**

**Construction Materials Engineering & Testing Personnel**

|                                                        |          |
|--------------------------------------------------------|----------|
| Senior Principal, per hour .....                       | \$170.00 |
| Principal, Officer, per hour .....                     | \$140.00 |
| Senior Engineer, per hour .....                        | \$110.00 |
| Project Manager, per hour .....                        | \$115.00 |
| Senior Engineering Technician, per hour .....          | \$48.00  |
| Construction Materials Technician, per hour .....      | \$46.00  |
| Certified Welding Inspector, per hour .....            | \$80.00  |
| Clerical Support /Administrative Staff, per hour ..... | \$48.00  |

**Concrete Field Services**

|                                                                                   |         |
|-----------------------------------------------------------------------------------|---------|
| Engineering technician, per hour .....                                            | \$46.00 |
| Concrete Sample Pick up Inside City of Austin ETJ, per trip .....                 | \$92.00 |
| Concrete Sample Pick up Outside City of Austin ETJ, per hour (2 hr. minimum)..... | \$46.00 |

**Concrete Tests**

|                                                                  |         |
|------------------------------------------------------------------|---------|
| Cylinder compression test (ASTM C 31 & C 39), 4"x8", each .....  | \$15.00 |
| Cylinder compression test (ASTM C 31 & C 39), 6"x12", each ..... | \$20.00 |
| Beam flexural test (ASTM C 293 or C 78), each .....              | \$55.00 |

**Masonry Field Services**

|                                                                                  |         |
|----------------------------------------------------------------------------------|---------|
| Masonry technician, per hour .....                                               | \$48.00 |
| Masonry Sample Pick up Inside City of Austin ETJ, per trip .....                 | \$92.00 |
| Masonry Sample Pick up Outside City of Austin ETJ, per hour (2 hr. minimum)..... | \$46.00 |

**Masonry Tests:**

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



**CONSTRUCTION MATERIALS ENGINEERING AND TESTING**  
**Schedule of Services and Fees**  
**Williamson County, Texas**  
**2014**

**Soils Laboratory Tests**

**Classification**

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

**Compaction**

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

**Soils Field Services**

|                                                                                                      |          |
|------------------------------------------------------------------------------------------------------|----------|
| In place density / moisture test, nuclear method (ASTM D 2922/ASTM D 3017),<br>minimum 3, each ..... | \$18.00  |
| Field gradation of lime treated soil, each .....                                                     | \$45.00  |
| Depth check of lime treated soil, each .....                                                         | \$25.00  |
| Soil pH value each .....                                                                             | \$30.00  |
| Soils technician, per hour .....                                                                     | \$46.00  |
| Soil Lime Relationship, (Lime Series) Combined pH and Atterberg Limits .....                         | \$700.00 |
| Soil Sample Pick up Inside City of Austin ETJ, per trip .....                                        | \$92.00  |
| Soil Sample Pick up Outside City of Austin ETJ, per hour (2 hr. minimum) .....                       | \$46.00  |



### Asphaltic Concrete Services (cont.)

|                                                                              |          |
|------------------------------------------------------------------------------|----------|
| Maximum theoretical density (ASTM D 2041 or TEX 227F), each .....            | \$86.00  |
| Hveem stability (ASTM D 1560 or TEX 208F), set of 3 .....                    | \$95.00  |
| Extraction and Sieve Analysis (ASTM D 2172 or TEX 210F), each .....          | \$225.00 |
| Asphalt coring (6" diameter, minimum 3 per trip) Up to 6" thick, each .....  | \$110.00 |
| Asphalt coring (6" diameter, minimum 3 per trip) 6 to 10" thick, each .....  | \$120.00 |
| Asphalt coring (6" diameter, minimum 3 per trip) 10 to 14" thick, each ..... | \$155.00 |
| Asphalt core thickness & density, each .....                                 | \$57.00  |

### Drilled Pier

|                                   |         |
|-----------------------------------|---------|
| Senior technician, per hour ..... | \$48.00 |
|-----------------------------------|---------|

### Wood Truss & Fire Stop

|                                   |         |
|-----------------------------------|---------|
| Senior technician, per hour ..... | \$60.00 |
|-----------------------------------|---------|

### Structural Steel

|                                             |                      |
|---------------------------------------------|----------------------|
| Visual Inspection by CWI, per hour .....    | \$80.00              |
| Ultrasonic Testing, per hour .....          | Subcontractor's Cost |
| Ultrasonic Testing equipment, per day ..... | Subcontractor's Cost |
| Ultrasonic Testing Trip Fee .....           | Subcontractor's Cost |

### Reinforcing Steel Detection

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

### Roofing, Waterproofing and EIFS

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

### Remarks

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

All labor, equipment, and transportation charges are billed on a portal to portal basis from our office. Court appearances, depositions, etc. will be charged at 1.5 times the quoted hourly rate.

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

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

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

Transportation charges are applicable for all field testing assignments including sample pick up.





**Williamson County Oversight Testing  
Williamson County, Texas  
UNIT PRICES (MATERIALS TESTING)**

|                                                                                        | Unit       | Fees       |
|----------------------------------------------------------------------------------------|------------|------------|
| <b>1. Field Technician (2 hr. minimum)</b>                                             |            |            |
| 1.1 Soil Technician or NICET Level II                                                  | Per hr     | \$52.00    |
| 1.3 Concrete Technician NICET Level II or ACI Grade I                                  | Per hr     | \$52.00    |
| 1.4 Asphalt Technician                                                                 |            |            |
| 1.4.1 TxDOT Certified Technician (Level IA & IB)                                       | Per hr     | \$52.00    |
| 1.4.2 TxDOT Certified Technician (Level II)                                            | Per hr     | \$56.00    |
| 1.5 Structural Steel Technician                                                        |            |            |
| 1.5.1 CWI                                                                              | Per hr     | \$67.00    |
| 1.5.2 NDT Level II                                                                     | Per hr     | \$67.00    |
| 1.6 Bolting Inspection                                                                 | Per hr     | \$67.00    |
| 1.7 NICET Level III                                                                    | Per hr     | \$56.00    |
| 1.8 Senior Field Inspector                                                             | Per hr     | \$67.00    |
| <b>2. Field Testing Equipment (2 hr. minimum, technician time not included)</b>        |            |            |
| 2.1 Vehicle                                                                            |            |            |
| 2.1.1 Within City of Austin ETJ (Current IRS Rate will be charged)                     | Per Mile   | \$0.56     |
| 2.1.2 Outside City of Austin ETJ (Current IRS Rate will be charged)                    | Per Mile   | \$0.56     |
| 2.2 Dye Penetrant – Magnetic Particle Supplies                                         |            | At Cost    |
| 2.3 Ultrasonic Testing Equipment                                                       | Per hr     | \$20.00    |
| 2.4 Concrete Coring Equipment                                                          | Per hr     | \$35.00    |
| 2.4.1 Concrete Core Bit Charges:                                                       |            |            |
| 2.4.1.1 3 inch diameter core                                                           | Per inch   | \$4.00     |
| 2.4.1.2 4 inch diameter core                                                           | Per inch   | \$5.00     |
| 2.4.1.3 6 inch diameter core                                                           | Per inch   | \$7.00     |
| 2.5 Heavy Falling Weight Deflectometer (FWD) Testing                                   | Test Point | \$20.00    |
| <b>3. Testing of Soils and Base Materials</b>                                          |            |            |
| 3.1 Bulk Sample Pick-Up                                                                |            |            |
| 3.1.1 Inside the City of Austin ETJ                                                    | Per Trip   | \$104.00   |
| 3.1.2 Outside the City of Austin ETJ (2 hrs Minimum)                                   | Per hr     | \$52.00    |
| 3.2 Field Nuclear Density (Without Technician Time (3 Minimum))                        | Per ea     | \$36.00    |
| 3.3 Sample Preparation (TEX-101-E)                                                     | Per ea     | \$52.00    |
| 3.4 Natural Moisture Content                                                           | Per ea     | \$18.00    |
| 3.5 Sieve Analysis (TEX-110-E)                                                         | Per ea     | \$65.00    |
| 3.6 Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)     | Per ea     | \$65.00    |
| 3.7 Percent Passing No. 200 Sieve (TEX-111-E)                                          | Per ea     | \$42.00    |
| 3.8 Bar Linear Shrinkage of Soils (TEX-107-E)                                          | Per ea     | \$55.00    |
| 3.9 Moisture Density Relationship (ASTM D 698) (Standard Proctor Compaction Test)      | Per ea     | \$230.00   |
| 3.10 Moisture Density Relationship (ASTM D 1557) (Modified Proctor Compaction Test)    | Per ea     | \$230.00   |
| 3.11 Moisture Density Relationship (TEX-113-E) Compaction Test                         | Per ea     | \$230.00   |
| 3.12 Moisture Density Relationship (TEX-114-E, Part I) Compaction Test                 | Per ea     | \$230.00   |
| 3.13 Moisture Density Relationship (TEX-114-E, Part II) Compaction Test                | Per ea     | \$255.00   |
| 3.14 Texas Triaxial Compression Test on Base Material TEX-117E, Part II; including the |            | \$1,814.00 |
| 3.15 Molding, Curing and Testing 8 Specimens                                           | Per ea     | \$1,150.00 |
| 3.3 Sample Preparation (TEX-101-E)                                                     | Per ea     | \$52.00    |
| 3.5 Sieve Analysis (TEX-110-E)                                                         | Per ea     | \$65.00    |
| 3.6 Atterberg Limits (TEX-104-E, TEX-105-E, TEX-106-E)                                 | Per ea     | \$65.00    |
| 3.8 Bar Linear Shrinkage of Soils (TEX-107-E)                                          | Per ea     | \$55.00    |
| 3.11 Moisture Density Relationship (TEX-113-E) Compaction Test                         | Per ea     | \$230.00   |
| 3.16 Wet Ball Mill (TEX-116-E)                                                         | Per ea     | \$200.00   |
| 3.17 Permeability of Silt or Clay (ASTM D 5084)                                        | Per ea     | \$340.00   |
| 3.18 Sample Remolding                                                                  | Per hr     | \$52.00    |

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Terracon, November 17, 2014



**Williamson County Oversight Testing  
Williamson County, Texas  
UNIT PRICES (MATERIALS TESTING)**

|                                                                                         | Unit      | Fees     |
|-----------------------------------------------------------------------------------------|-----------|----------|
| 3.19 Sol Specific Gravity (TEX-108-E)                                                   | Per ea    | \$61.00  |
| 3.20 Sol Lime Compression Test (TEX-121-E)                                              | Per ea    | \$67.00  |
| 3.21 Resistivity of Soils (TEX-129-E)                                                   | Per ea    | \$90.00  |
| 3.22 Lime Series Curve (ASTM D 4318)                                                    | Per point | \$90.00  |
| 3.23 Stabilization Ability of Lime by Soil PH (TEX-121-E Part III) up to 6 Points       | Per Each  | \$195.00 |
| 3.24 Field Gradation of Lime Soil (1.75, 0.75, No 4 Sieve) In addition to hourly charge | Per Point | \$18.00  |
| <b>4. Testing of Concrete and Cement</b>                                                |           |          |
| 4.1 Sample Pick-Up                                                                      |           |          |
| 4.1.1 Inside the City of Austin ETJ                                                     | Per Trip  | \$104.00 |
| 4.1.2 Outside the City of Austin ETJ ( 2 hrs Minimum)                                   | Per hr    | \$52.00  |
| 4.2 Aggregate Gradation Analysis (TEX-200-F)                                            | Per ea    | \$85.00  |
| 4.3 Specific Gravity of Aggregate                                                       | Per ea    | \$50.00  |
| 4.4 Absorption of Aggregate                                                             | Per ea    | \$33.00  |
| 4.5 Unit Weight of Aggregate                                                            | Per ea    | \$33.00  |
| 4.6 Abrasion Test (TEX-410-A)                                                           | Per ea    | \$220.00 |
| 4.7 Decantation                                                                         | Per ea    | \$30.00  |
| 4.8 Organic Impurities                                                                  | Per ea    | \$45.00  |
| 4.9 Soundness, Sodium or Magnesium                                                      | Per cyc   | \$65.00  |
| 4.10 Concrete Cylinder Compressive Strength (TEX-418-A)                                 | Per ea    | \$23.00  |
| 4.11 Beam Flexural Strength (TEX-420-A or TEX 448-A)                                    | Per ea    | \$35.00  |
| 4.12 Coarse Aggregate Angularity                                                        | Per ea    | \$67.00  |
| 4.13 Fine Aggregate Angularity                                                          | Per ea    | \$67.00  |
| 4.14 Flat, Elongated Particles                                                          | Per ea    | \$67.00  |
| 4.15 Detritious Materials (Clay Lumps/Friable Part I)                                   | Per ea    | \$60.00  |
| 4.16 Sand Equivalent (Clay Content)                                                     | Per ea    | \$78.00  |
| <b>5. Testing of HMA and Liquid Asphalt</b>                                             |           |          |
| 5.1 Bag Sample Pick-up From Source, Project, or Field Office                            |           |          |
| 5.1.1 Inside the City of Austin ETJ                                                     | Per Trip  | \$104.00 |
| 5.1.2 Outside the City of Austin ETJ ( 2 hrs Minimum)                                   | Per hr    | \$52.00  |
| 5.2 Obtaining Field-cut Specimens                                                       |           |          |
| 5.2.1 0" to 6" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)        | Per ea    | \$85.00  |
| 5.2.2 > 6" to 10" Depth & 6" Ø, including patching & sample Preparation, 3              | Per ea    | \$95.00  |
| 5.2.3 > 10" to 14" Depth & 6" Ø, including patching & sample Preparation, 3             | Per ea    | \$125.00 |
| 5.2.4 > 14" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)           |           | \$125.00 |
| plus \$5 per inch beyond 14"                                                            |           | \$5.00   |
| 5.3 Specimen Molding, Bulk Density and Stability (3 per set)                            | Per ea    | \$122.00 |
| 5.4 Extraction (Gradation & Asphalt Content)                                            | Per ea    | \$205.00 |
| 5.5 Extraction (Asphalt Content)                                                        | Per ea    | \$139.00 |
| 5.6 Maximum Theoretical Specific Gravity, Rice Method (TEX-227-F)                       |           |          |
| 5.6.1 Bag Sample                                                                        | Per ea    | \$45.00  |
| 5.6.2 Core Sample                                                                       | Per ea    | \$55.00  |
| 5.7 Specific Gravity, Bulk                                                              | Per ea    | \$22.00  |
| 5.8 Sand Equivalent                                                                     | Per ea    | \$75.00  |
| 5.9 Absor Recovery                                                                      | Per ea    | \$194.00 |
| 5.10 Ductility                                                                          | Per ea    | \$83.00  |
| 5.11 Softening Point (Ring and Ball)                                                    | Per ea    | \$83.00  |
| 5.12 Absolute Viscosity                                                                 | Per ea    | \$52.00  |
| 5.13 Penetration                                                                        | Per ea    | \$52.00  |
| 5.14 Residue by Distillation                                                            | Per ea    | \$127.00 |
| 5.15 Float Test                                                                         | Per ea    | \$74.00  |

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Registered Texas Engineering Firm F-1563

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Terracon, November 17, 2014



**Williamson County, Texas  
UNIT PRICES (MATERIALS TESTING)**

|                                            | Unit   | Fees     |
|--------------------------------------------|--------|----------|
| 5.16 Elastic Recovery                      | Per ea | \$74.00  |
| 5.17 Sieve Test                            | Per ea | \$37.00  |
| 5.18 Densibility                           | Per ea | \$63.00  |
| 5.19 Viscosity (Brookfield or Saybolt)     | Per ea | \$55.00  |
| 5.20 Residue by Evaporation                | Per ea | \$150.00 |
| 5.21 Uniformity                            | Per ea | \$50.00  |
| 5.22 Resistance to Heat                    | Per ea | \$50.00  |
| 5.23 Resistance to Water                   | Per ea | \$50.00  |
| 5.24 Wet Flow, mm                          | Per ea | \$50.00  |
| <b>6. Engineering Consultation</b>         |        |          |
| 6.1 Principal                              | Per hr | \$134.00 |
| 6.2 Senior Project Manager                 | Per hr | \$111.00 |
| 6.3 Project Manager                        | Per hr | \$106.00 |
| 6.4 Project Engineer                       | Per hr | \$106.00 |
| 6.5 Senior Geologist                       | Per hr | \$106.00 |
| 6.6 Laboratory Manager                     | Per hr | \$106.00 |
| 6.7 Graduate Engineer                      | Per hr | \$73.00  |
| 6.8 Senior Engineering Technician          | Per hr | \$56.00  |
| 6.9 Secretary/Clerical                     | Per hr | \$48.00  |
| <b>7. Outside Services (Reimbursables)</b> |        | At Cost  |
| <b>8. Subconsultants</b>                   |        | At Cost  |

- Ø Minimum call-out charge for technician and equipment is 2 hours. Charges are accrued portal to portal.
- Ø The densities test unit rate is based on a minimum of 3 tests per trip.
- Ø Transportation charges are applicable for all field testing assignments including sample pick up, but, if the technician is already at the job site, there is no sample pick up charges.
- Ø Subconsultants' fees shall be approved previous to work beginning.

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**Commissioners Court - Regular Session****12.****Meeting Date:** 11/15/2016

Construction Observation and Material Testing Engineering Services for the Williamson County Exposition Center Project

**Submitted For:** Robert Daigh**Submitted By:** Sarah Ramos, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

---

**Information****Agenda Item**

Receive and acknowledge Work Authorization No. 4 under Williamson County Contract for Engineering Services between Alliance Geotechnical Group of Austin, Inc. and Williamson County dated December 3, 2015 for Construction Observation and Material Testing Engineering Services for the Williamson County Exposition Center Project.

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**Alliance - Geotech - Expo - WA #4

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 11/04/2016

**Reviewed By**

Wendy Coco

**Date**

11/04/2016 04:13 PM

Started On: 11/04/2016 02:57 PM

**WORK AUTHORIZATION NO. 4**

**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 Engineering Services, being dated **December 3, 2015** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Alliance Geotechnical Group of Austin, Inc.** (the "Engineer").

Part 1. The Engineer will provide the following 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 **\$8,000.00.**

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 **December 31, 2016.** The 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. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization 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.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ENGINEER:

Alliance Geotechnical Group of Austin, Inc.

By: 

Signature

Wayne A. Eddins

Printed Name

PRESIDENT

Title

COUNTY:

Williamson County, Texas

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
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**



### **Attachment A - Services to be Provided by County**

1. County will provide project management
2. County will provide a single point of contact, to be identified upon Notice to Proceed.

### **Attachment B - Services to be Provided by Engineer**

The scope of services to be provided by the Engineer is as defined in the enclosed October 21, 2016 letter from Alliance Geotechnical. The Engineer shall provide construction observation and materials testing services on the Taylor Exposition Center required by Chapter 17 of the International Building Code (2012 Edition), the plans and specifications of the Project and as directed by the County.



*of Austin, Inc.*

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING AND TESTING

October 21, 2016

Williamson County Commissioners Court  
Attn: Mr. Robert B. Daigh, P.E., Senior Director of Infrastructure  
3151 SE Inner Loop  
Georgetown, Texas 78626

Re: WILCO / Taylor Exposition Center – Work Authorization # 4  
Taylor, Texas  
Alliance Geotechnical Group of Austin Project No. AC15-1202

Dear Mr. Daigh:

The attached revised proposal and anticipated scope of work are submitted for your review. It is anticipated the scope of work to be covered by Work Authorization #4 will include the following:

- Concrete Testing
- Mortar and Grout Testing
- Structural Steel Inspection

If there are question regarding the information included in this submittal, please contact the undersigned at your convenience. We appreciate the opportunity to be of continued service to Williamson County.

Respectfully,

**Alliance Geotechnical Group of Austin, Inc.**  
**TBPE Firm No. 11290**

Wayne A. Eddins  
Managing Partner

Attach: Exhibit B

Dist: Williamson County – Mr. Robert B. Daigh, P.E.  
Mr. Dale Butler, Project Manager

WAE/hk

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200 Mustang Cove • Taylor, Texas 76574  
Tel: 512-281-4688 • Fax: 512-281-4191



Project Name: Williamson County Exposition Center  
 Project Number: AC15-1202: Work Authorization Request # 4  
 Estimated Budget: \$6,916.00  
 Date: October 21, 2016

## II ESTIMATED REMAINING SCOPE - CONCRETE

|    |                                                        |   |                 |                  |                    |                   |
|----|--------------------------------------------------------|---|-----------------|------------------|--------------------|-------------------|
| 20 | Concrete Cylinders                                     | @ | \$16.00 /each   | \$               | 320.00             |                   |
| 8  | ACI Certified Tech. Reg. Hours (Casting & Sample p/up) | @ | \$48.00 /hour   | \$               | 384.00             |                   |
| 4  | ACI Certified Tech. O.T. Hours (Casting & Sample p/up) | @ | \$60.00 /hour   | \$               | 240.00             |                   |
| 8  | Vehicle Charges (including cyl. p/up)                  | @ | \$30.00 /trip   | \$               | 240.00             |                   |
| 5  | Administrative/Clerical                                | @ | \$48.00 /hour   | \$               | 240.00             |                   |
| 15 | Engineering Oversight/Report Review                    | @ | \$25.00 /report | \$               | 375.00             |                   |
|    |                                                        |   |                 | <b>Sub-Total</b> | <b>\$ 1,799.00</b> | <b>\$1,799.00</b> |

## V ESTIMATED REMAINING SCOPE - MORTAR & GROUT

|    |                                                           |   |                 |                  |                    |                   |
|----|-----------------------------------------------------------|---|-----------------|------------------|--------------------|-------------------|
| 24 | Mortar Cubes                                              | @ | \$16.00 /each   | \$               | 384.00             |                   |
| 10 | Grout Prisms                                              | @ | \$16.00 /each   | \$               | 160.00             |                   |
| 10 | NICET Certified Tech. Hours (Reg.) including Reinf. Steel | @ | \$48.00 /hour   | \$               | 480.00             |                   |
| 10 | Vehicle Charges - including sample pick-up                | @ | \$30.00 /trip   | \$               | 300.00             |                   |
| 5  | Administrative/Clerical                                   | @ | \$48.00 /hour   | \$               | 240.00             |                   |
| 25 | Engineering Oversight/Report Review                       | @ | \$25.00 /report | \$               | 625.00             |                   |
|    |                                                           |   |                 | <b>Sub-Total</b> | <b>\$ 2,189.00</b> | <b>\$2,189.00</b> |

## VI SECTION 05 12 00 - STRUCTURAL STEEL WELDING/BOLTING INSPECTIONS (Periodic - as scheduled) (Estimate 10 Trips to the site, 5 hours per trip)

|   |                                     |   |                 |                  |                  |                 |
|---|-------------------------------------|---|-----------------|------------------|------------------|-----------------|
| 8 | CWI (Sub-Consultant) Hours          | @ | \$85.00 /hour   | \$               | 680.00           |                 |
| 2 | Vehicle Charges (Sub-Consultant)    | @ | \$30.00 /trip   | \$               | 60.00            |                 |
| 1 | Administrative/Clerical             | @ | \$48.00 /hour   | \$               | 48.00            |                 |
| 1 | Engineering Oversight/Report Review | @ | \$25.00 /report | \$               | 25.00            |                 |
|   |                                     |   |                 | <b>Sub-Total</b> | <b>\$ 813.00</b> | <b>\$813.00</b> |

## VII PROJECT OVERSIGHT

|    |                         |   |                |    |          |             |
|----|-------------------------|---|----------------|----|----------|-------------|
| 12 | Project Manager Hours   | @ | \$95.00 /hour  | \$ | 1,140.00 | \$ 1,140.00 |
| 5  | Project Principal Hours | @ | \$195.00 /hour | \$ | 975.00   | \$ 975.00   |

**TOTAL \$6,916.00**

### NOTES:

1. Overtime rates of 1.25 times the regular hourly rate will be charged for hours worked over eight (8) hours per day Monday thru Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.
2. All laboratory test fees are F.O.B. our laboratory; additional charge for sample pickup outside of Williamson County may apply.
3. Project Engineer to review/evaluate/sign and seal reports will be billed at \$25/Report
4. Additional tests not specified in this proposal will be quoted upon request.
5. This proposal does not include any costs associated with stand-by, non-readiness charges, and/or trips for re-tests of the previous failing tests.

### **Attachment C - Work Schedule**

Work will be completed within 90 days of Notice to Proceed.

**Attachment D - Fee Schedule**

Attached below

**WILLIAMSON COUNTY EXPO CENTER UNIT RATE SHEET - 2015**

| <u>Personnel</u>                                                        | <u>Unit</u> | <u>Reg. Hr. Rate</u> | <u>O.T. Rate</u> |
|-------------------------------------------------------------------------|-------------|----------------------|------------------|
| 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             |                  |
|                                                                         |             |                      |                  |
| <u>Testing Services - Soils</u>                                         | <u>Unit</u> | <u>Unit Rate</u>     |                  |
| 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             |                  |
|                                                                         |             |                      |                  |
| <u>Testing Services - Concrete</u>                                      | <u>Unit</u> | <u>Unit Rate</u>     |                  |
| 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.         | \$ 16.00             |                  |
| 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            |                  |



|                                                                      |                    |                         |  |
|----------------------------------------------------------------------|--------------------|-------------------------|--|
|                                                                      |                    |                         |  |
|                                                                      |                    |                         |  |
|                                                                      |                    |                         |  |
|                                                                      |                    |                         |  |
| <b><u>Testing Services - Hot Mixed Asphaltic Concrete (HMAC)</u></b> | <b><u>Unit</u></b> | <b><u>Unit Rate</u></b> |  |
| 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" $\Phi$ Core Including Patching & Sample Prep up to 6" Thick       | In.                | \$ 90.00                |  |
| 6" $\Phi$ Core Including Patching & Sample Prep from 6" to 10" Thick | In.                | \$ 105.00               |  |
| 3" $\Phi$ Core(Per Inch)                                             | In.                | \$ 5.00                 |  |
| 4" $\Phi$ Core(Per Inch)                                             | In.                | \$ 6.00                 |  |
| 6" $\Phi$ Core(Per Inch)                                             | In.                | \$ 8.00                 |  |
|                                                                      |                    |                         |  |
| <b><u>Laboratory Testing Services - Flexible Base Material</u></b>   | <b><u>Unit</u></b> | <b><u>Unit Rate</u></b> |  |
| 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             |  |
|                                                                      |                    |                         |  |
|                                                                      |                    |                         |  |

**Commissioners Court - Regular Session****13.****Meeting Date:** 11/15/2016

SAM Right of Way Survey and Parcel Maps for San Gabriel Ranch Road

**Submitted For:** Terron Evertson**Submitted By:** Sarah Ramos, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

---

**Information****Agenda Item**

Receive and acknowledge Work Authorization No. 5 under Williamson County Contract for Surveying Services between Surveying and Mapping (SAM) LLC. and Williamson County dated February 9, 2015 for Right of Way Survey and Parcel Maps for San Gabriel Ranch Road for Williamson County Road and Bridge.

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**SAM - WA 5 - ROW Survey & Maps - San Gab RR

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/09/2016 10:20 AM

## WORK AUTHORIZATION

WORK AUTHORIZATION NO. 5

**PROJECT: Right of Way Survey and Parcel Maps for San Gabriel Ranch Road**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 9, 2015** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying and Mapping (SAM) LLC** (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying 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 **\$19859.80.**

Part 3. Payment to the Surveyor 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 **February 28, 2017**. The Surveying 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. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization 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 Surveyor 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 Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

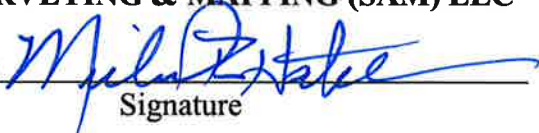
EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SURVEYOR:

COUNTY:

**SURVEYING & MAPPING (SAM) LLC**

**Williamson County, Texas**

By:   
Signature

By: \_\_\_\_\_  
Signature

Michael R. Hatcher  
Printed Name

Dan Gattis  
Printed Name

Principal / Senior Vice President  
Title

County Judge  
Title

## **LIST OF ATTACHMENTS**

**Attachment A - Services to be Provided by County**

**Attachment B - Services to be Provided by Surveyor**

**Attachment C - Work Schedule**

**Attachment D - Fee Schedule**

**Attachment A**  
**Services to be Provided by County**

The County shall:

- A. Provide the specification requirements for all surveys.
- B. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in Attachment C.
- C. Designate a project manager to serve at the County's point of contact with the Surveyor.
- D. The Horizontal datum, as provided by Williamson County for this project, will be NAD83 (2011) Epoch 2010, and will be projected to Texas Coordinate System, Central Zone using a combined scale factor of 0.99985472.
- E. Primary Control Points provided by Williamson County will be recovered and held for this effort.
- F. It is assumed that Williamson County will coordinate Right-Of-Entry (ROE) with the Property Owners prior to the Surveyor entering private property.

**Attachment B**  
**Services to be Provided by Surveyor**

**RIGHT-OF-WAY SUVEYS AND PARCEL MAPS (UP TO 6 ROW PARCELS)**

**PROJECT CONTROL**

Surveying And Mapping, LLC (SAM) shall recover existing primary survey control utilized in the previous work authorization for San Gabriel Ranch Road boundary survey. The primary survey control, as provided by Williamson County, consists of a subterranean concrete monument with a 3-1/4 inch diameter aluminum cap flush with the natural ground surface on the northerly right-of-way of Remuda Drive, approximately 200 feet west of the intersection with Mustang Circle, Liberty Hill, Texas, and stamped "Williamson County GPS Monument" "GPS-40" "2007-40" Elevation: 902.36.

SAM shall establish up to 2 secondary control points (5/8" iron rods with "SAM Control" plastic caps) and tie to the above described primary control. Vertical values will be based on GPS and will be represented in US Survey Feet. Verifying secondary control elevations through digital levels is outside of this scope of services.

Horizontal datum, as provided by Williamson County for this project, will be NAD83 (2011) Epoch 2010, and will be projected to Texas Coordinate System, Central Zone using a combined scale factor of 0.99985472. Vertical Datum, as provided by Williamson County for this project, will be based on the orthometric height, (GEOID 03).

**RIGHT-OF-ENTRY (ROE)**

Williamson County will obtain written ROE from the landowners for the purpose of gaining access for survey. SAM will contact affected land owners prior to commencing any work on private property. SAM anticipates that Williamson County will handle problems regarding any and all refusal to grant ROE or communication with land owners who are hostile with respect to the completion of this scope of services. SAM will document any interactions with land owners while performing the work. Gaining ROE from all land owners in a timely manner will be critical to the success and efficiency in meeting deadlines for this project.

**RECORDS RESEARCH AND DEED STUDY**

Upon notice to proceed, SAM will conduct research in the Williamson County Appraisal District offices to confirm property ownership for the six (6) affected properties (subject properties). Concurrently, copies of the current deeds and any plats for all subject properties will be obtained from the Williamson County Clerks' records.

SAM will enlist the services of a title company to provide title reports for the six (6) affected subject properties. Based upon the records obtained, SAM will prepare a working drawing of the deeds and ROW information to be used for a preliminary base map.

## **FIELD SURVEYS**

SAM will recover monuments marking the existing ROW lines (if any) and the front corners of the properties from which ROW is to be obtained and will tie the monumentation found to the project control. SAM will recover the corner or angle point monuments nearest to the proposed ROW on the side line of each of the subject properties and these corners will be tied to the project control.

## **BOUNDARY ANALYSIS**

Utilizing the deed study and the data obtained from the field survey, SAM will analyze the results of the survey and perform computations to determine locations of ROW lines and the side property lines of each of the subject properties.

## **PREPARATION OF DOCUMENTS**

- a. SAM will develop a base file showing ownership of the subject properties and any easements found during the title abstract. Properties adjacent to the existing/proposed right of way within the project limits will be labeled with the owner's name and deed recordation information.
- b. Utilizing the boundary surveys performed by SAM, and the proposed ROW line provided by Williamson County, SAM will compute the boundaries of the ROW parcels for each of the subject properties.
- c. SAM will draft plats for up to six (6) parcels for ROW acquisition, upon receiving final ROW lines from Williamson County, to be prepared on 8 1/2" x 11" pages. A closure computation will be prepared for each of the plats.
- d. SAM will prepare a field note (metes and bounds) description for each of the six (6) parcels. A closure computation will be prepared for each of the descriptions.
- e. SAM will draft a continuous ROW roll plot exhibit, at an even scale, based upon the above stated project limits. The roll plot will contain the proposed ROW lines, existing ROW lines, parcel numbers and record ownership information.



- f. To assure the accuracy of the documents, SAM will read the descriptions while all details are compared parcel plats (bearings, distances, stations and offsets, deed references, etc.). Final mark-ups will be made and corrections completed.
- g. All of the above described survey documents (ROW roll plot, property descriptions parcel plats and closure computations) will be submitted to Williamson County for review. Upon the completion of review of all ROW survey documents, SAM will make any necessary corrections. The final ROW documents will then be delivered to Williamson County.

## **MONUMENTATION**

5/8 inch iron rods with aluminum caps stamped "Williamson County ROW" will be set at PCs, PTs, and angle points along the proposed right-of-way line and at property line intersections with the proposed right-of-way line (assume 20 total).

## **ROW SURVEY DELIVERABLES**

- a. Three legal descriptions for each parcel (signed and sealed).
- b. Three individual survey plats on 8 1/2"x11" for each parcel (signed and sealed).
- c. ROW map/roll plot
- d. One set of area computation sheets for legal descriptions, plats, and ROW roll plot showing parcel lines and parcel numbers corresponding to field notes for all parcels.
- e. Digital files on CD for the right-of-way base file and reference files in Microstation V8 (.dgn) format. These shall be delivered to Williamson County prior to finalizing the proposed ROW acquisition documents.
- f. PDF copy of Title Reports for each parcel to be used in assisting the ROW acquisition effort.

## **ADDITIONAL SERVICES**

In addition to the services outlined above, SAM can provide additional services as requested on a time and materials basis. If requested, a scope of work and estimated fee will be provided in writing prior to SAM proceeding with any additional service. These additional services include, but are not limited to, the following:

- ROW or Boundary surveying and mapping services beyond that scoped herein.
- Design surveying services.
- Obtaining right of entry from the adjoining landowners.
- Records research to abstract title, easements and other encumbrances of

record beyond the scoped herein.

- Preparing of descriptions and plats for temporary construction easements and surveying to stake such easements if required.
- Aerial or Geospatial services.
- Subsurface Utility Engineering (SUE) services.
- Construction staking.
- Any other services not specifically outlined above.



## Work Schedule

| ATTACHMENT C - WORK SCHEDULE                     |        |        |        |        |        |        |
|--------------------------------------------------|--------|--------|--------|--------|--------|--------|
| Surveying and Mapping, LLC                       |        |        |        |        |        |        |
|                                                  | Week 1 | Week 2 | Week 3 | Week 4 | Week 5 | Week 6 |
| Recover and Establish Horizontal Survey Control* |        |        |        |        |        |        |
| Righ-Of-Entry Coordination                       |        |        |        |        |        |        |
| Records Research and Deed Study                  |        |        |        |        |        |        |
| Field Surveys*                                   |        |        |        |        |        |        |
| Boundary Analysis                                |        |        |        |        |        |        |
| Williamson County Review                         |        |        |        |        |        |        |
| Preparation of Documents                         |        |        |        |        |        |        |
| Williamson County Review                         |        |        |        |        |        |        |
| Monumentation*                                   |        |        |        |        |        |        |
|                                                  |        |        |        |        |        |        |
| * Weather Dependent                              |        |        |        |        |        |        |

SAM, LLC has sufficient office & field staff available to accommodate accelerated work schedules that may become necessary during the course of the project. Please contact us immediately upon becoming aware of this situation to discuss compressing the schedule, along with associated fees, to deliver the final product to meet the new deadline.

## **Attachment D**

### **Fee Schedule**

#### **SAM, LLC STANDARD AUSTIN RATE SCHEDULE**

Effective October 16, 2014

##### **SURVEY FIELD CREW SERVICES:**

|                                                      |                   |
|------------------------------------------------------|-------------------|
| Two (2) Person Survey Field Crew                     | \$130.00 per hour |
| Three (3) Person Survey Field Crew                   | \$160.00 per hour |
| Additional Rodperson, Chainperson or Flagperson      | \$32.00 per hour  |
| 1 Person Crew with Receiver or Robotic Total Station | \$105.00 per hour |
| GPS Receiver                                         | \$25.00 per hour  |
| Field Coordinator                                    | \$85.00 per hour  |
| ATV or Utility Vehicle                               | \$75.00 per day   |

Field crews are equipped with a four-wheel drive vehicle. There is mileage charge for survey crew vehicles computed at the current I.R.S. mileage allowance.

##### **SURVEY OFFICE PERSONNEL SERVICES:**

|                                   |                   |
|-----------------------------------|-------------------|
| Principal                         | \$170.00 per hour |
| Associate/Senior Project Manager  | \$145.00 per hour |
| Project Manager                   | \$125.00 per hour |
| Staff Surveyor                    | \$110.00 per hour |
| GPS/HDS Coordinator               | \$105.00 per hour |
| Surveyor-In-Training (SIT)        | \$90.00 per hour  |
| Senior Survey Technician          | \$90.00 per hour  |
| Survey Technician                 | \$80.00 per hour  |
| Administration / Clerical Support | \$60.00 per hour  |

All surveying services are regulated under the Texas Board of Professional Land Surveying. The Board can be contacted at 12100 Park 35 Circle, Bldg A, Suite 156 Austin, Texas 78753.

##### **GEOSPATIAL SERVICES:**

|                                                             |                   |
|-------------------------------------------------------------|-------------------|
| Principal                                                   | \$170.00 per hour |
| Senior Project Manager                                      | \$155.00 per hour |
| Project Manager                                             | \$140.00 per hour |
| Acquisition Manager                                         | \$125.00 per hour |
| Pilot                                                       | \$125.00 per hour |
| Photogrammetrist / Project Lead                             | \$105.00 per hour |
| Acquisition / Calibration / Aerial Triangulation Technician | \$95.00 per hour  |
| LiDAR / Photogrammetry Technician                           | \$92.50 per hour  |
| HDS Laser Scanning Technician                               | \$95.00 per hour  |

**EQUIPMENT:**

|                                                        |                     |
|--------------------------------------------------------|---------------------|
| Aerial LiDAR System (Equipment Only)                   | \$6,500.00 per day  |
| Mobile Mapping System (Equipment Only)                 | \$6,000.00 per day  |
| Mobile Mapping Equipment Stand-by Fee (Equipment Only) | \$3,000.00 per day  |
| HDS Laser Scanner                                      | \$850.00 per day    |
| High Rail Equipped Vehicle                             | \$100.00 per day    |
| Weather Station                                        | \$100.00 per day    |
| Oblique Camera System                                  | \$250.00 per day    |
| Video Camera System                                    | \$50.00 per day     |
| Helicopter (Turbine Engine Powered)                    | \$1,450.00 per hour |
| Helicopter (Reciprocal Engine Powered)                 | \$850.00 per hour   |
| GPS Receiver (Unmanned)                                | \$ 25.00 per hour   |
| Geospatial Work Station                                | \$ 15.00 per hour   |
| Aerial Film Scanning                                   | \$ 10.00 per frame  |

**Commissioners Court - Regular Session****14.****Meeting Date:** 11/15/2016

Pancreatic Cancer Awareness

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on resolution recognizing November as Pancreatic Cancer Awareness month.

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/08/2016 04:58 PM

**Commissioners Court - Regular Session****15.****Meeting Date:** 11/15/2016

2016 Air Central Texas Public Sector Award - Ron Morrison

**Submitted For:** Gary Boyd**Submitted By:** Gary Boyd, Parks**Department:** Parks**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on recognition of the 2016 Air Central Texas Public Sector Award to Williamson County Precinct 4 Commissioner Ron Morrison (posthumous).

**Background**

The Capitol Area Council of Governments' (CAPCOG) 2016 Air Central Texas Public Sector Award recognized Williamson County Precinct 4 Commissioner Ron Morrison. The award was presented at an awards luncheon November 4, 2016.

The award citation reads: "Commissioner Morrison's commitment to making Williamson County and Central Texas a better place to live and raise a family eventually led him to holding leadership positions on both the Central Texas Clean Air Coalition and CLEAN AIR Force of Central Texas. Since joining each committee in 2006, he helped provide a bridge between the various interests involved in regional air quality planning efforts. Likewise, his service on these committees gave him insight into this important regional issue, and he was able to keep the Williamson County Commissioners' Court engaged in regional air quality planning efforts over his years of service. His work on Central Texas air quality issues provided an example to others throughout the region."

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gary Boyd

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/07/2016 03:34 PM



**Commissioners Court - Regular Session****16.****Meeting Date:** 11/15/2016

Discuss consider and take appropriate action on approving Andrea Fonseca as the new Horticulture Extension Agent.

**Submitted By:** Angela Dismukes, Ag Extension**Department:** Ag Extension**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss consider and take appropriate action on approving Andrea Fonseca as the new Horticulture Extension Agent.

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Angela Dismukes

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/09/2016 07:55 AM

**Commissioners Court - Regular Session****17.****Meeting Date:** 11/15/2016

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

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**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.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 10/18/2016

**Reviewed By**

Wendy Coco

**Date**

10/18/2016 08:13 AM

Started On: 10/17/2016 01:50 PM

**Commissioners Court - Regular Session****18.****Meeting Date:** 11/15/2016

Road Bond and Pass Through Financing Construction Summary Report

**Submitted By:** Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Receive and acknowledge the November 2016 Construction Summary Report for the Road Bond and Pass Through Financing Programs.

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**November 2016 CSR

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/08/2016 01:55 PM



# ROAD BOND & PASS THROUGH FINANCING

## Construction Summary Report

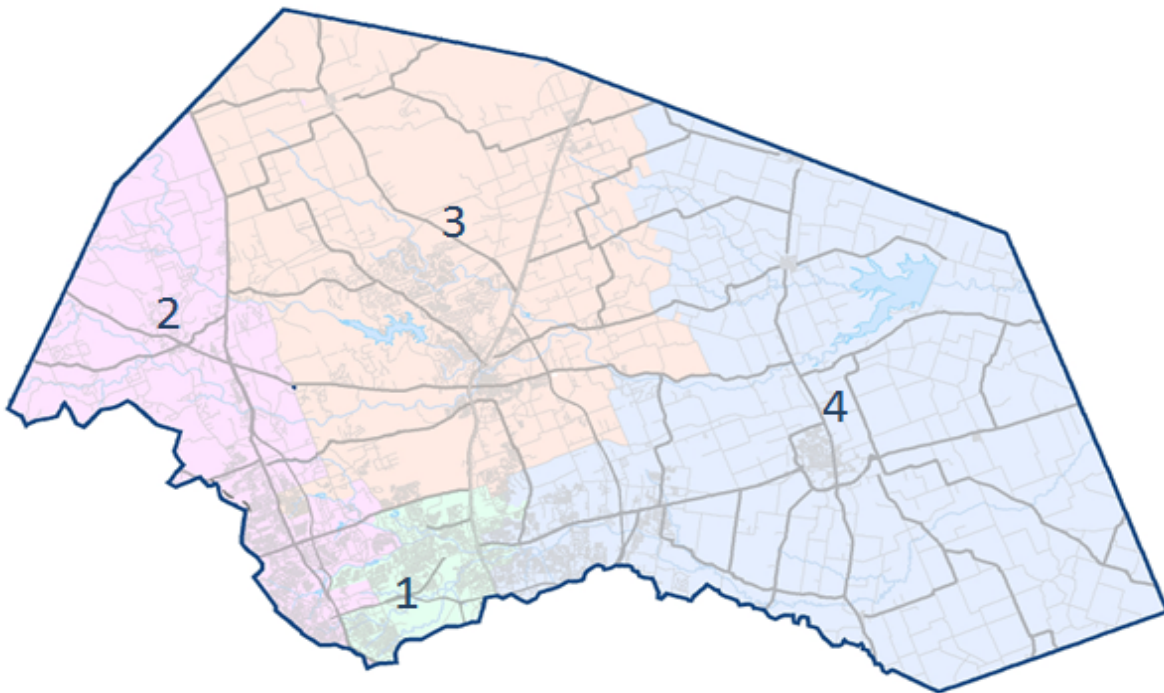
County Judge  
Dan Gattis

Commissioners  
Lisa Birkman  
Cynthia Long  
Valerie Covey  
Larry Madsen

# November 2016

[WWW.ROADBOND.ORG](http://WWW.ROADBOND.ORG)

Volume XV - Issue No.11



Presented By:



PRIME  
STRATEGIES,  
INC.

# HNTB

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# **WILLIAMSON COUNTY**

## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2016

#### **Precinct 1**

- Pond Springs Road (signal) – Apr 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- County Road 174 at Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012
- RM 620 Safety Improvements – Dec 2014

#### **Precinct 2**

- RM 1869 at SH 29 (signal) – Aug 2002
- River Bend Oaks – Feb 2003
- County Road 175 – Jun 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 at CR 274 – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 at FM 3405 Traffic Signal – Mar 2010
- US 183 at FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015

# **WILLIAMSON COUNTY**

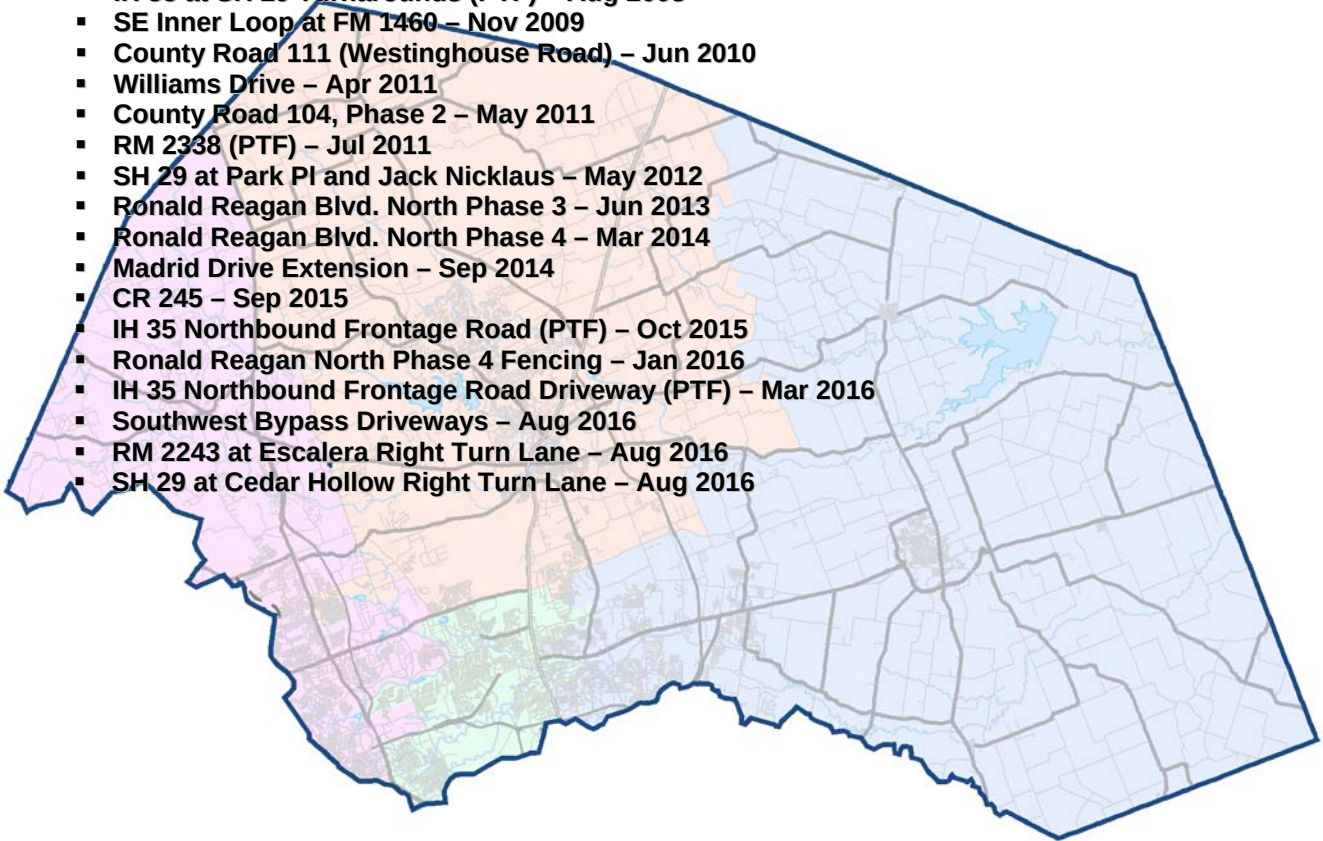
## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2016

#### **Precinct 3**

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Turn Lane – Aug 2016
- SH 29 at Cedar Hollow Right Turn Lane – Aug 2016





# **WILLIAMSON COUNTY**

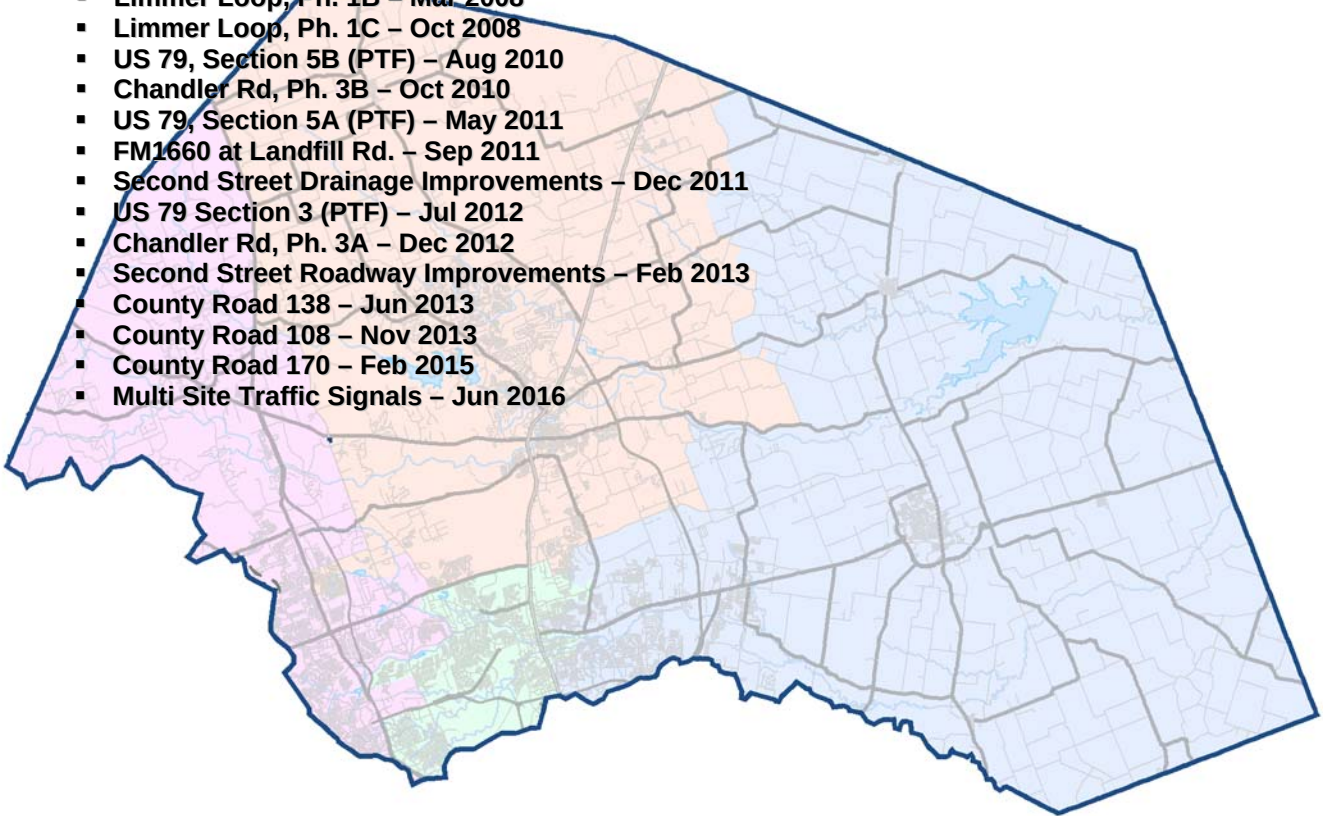
## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2016

#### **Precinct 4**

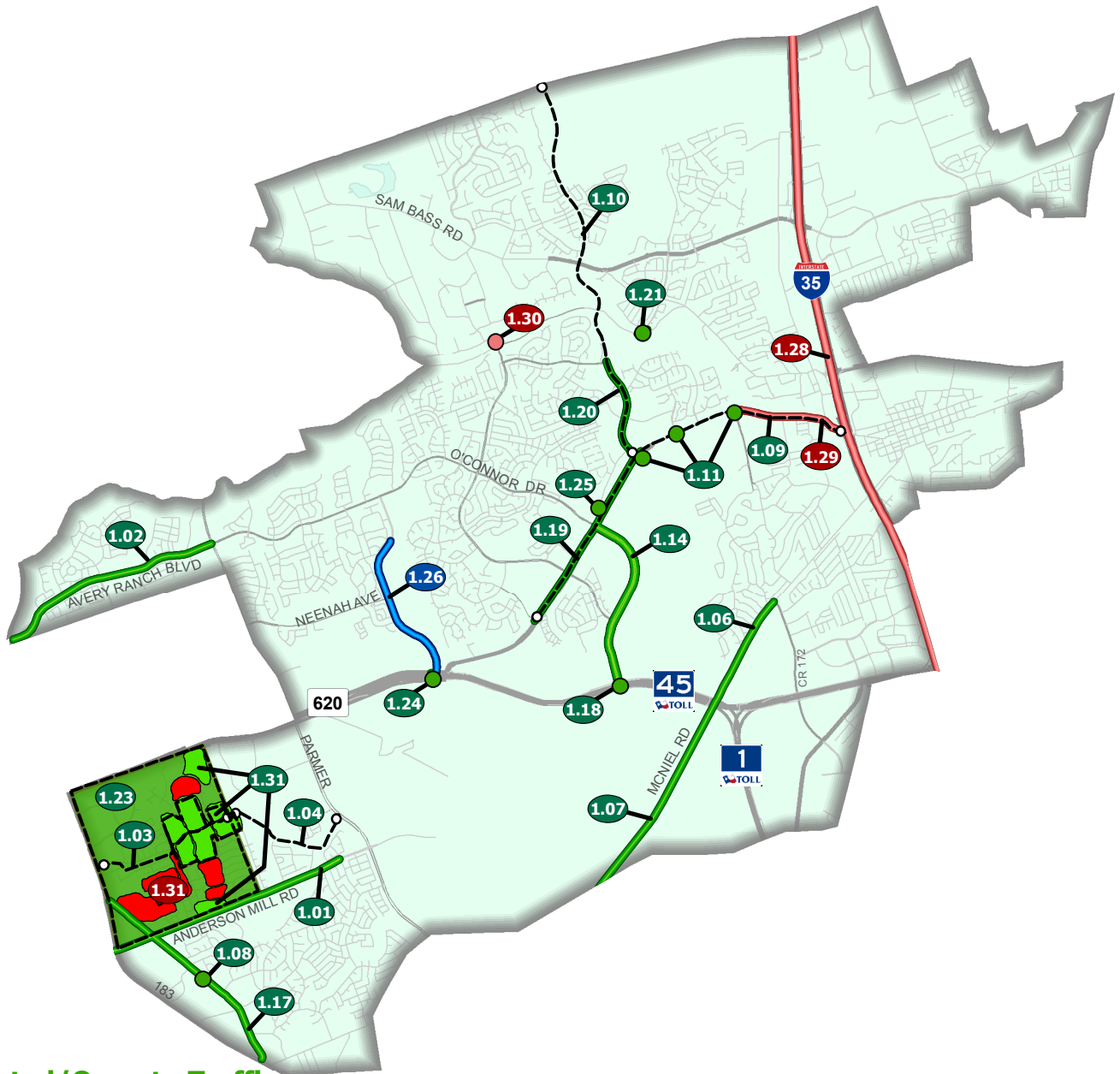
- Bridge Replacements (CR 390, 406 & 427) – Nov 2002
- County Road 368 and 369 – Nov 2002
- County Road 412 – Aug 2003
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – May 2011
- FM1660 at Landfill Rd. – Sep 2011
- Second Street Drainage Improvements – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Improvements – Feb 2013
- County Road 138 – Jun 2013
- County Road 108 – Nov 2013
- County Road 170 – Feb 2015
- Multi Site Traffic Signals – Jun 2016





# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 1 - COMMISSIONER BIRKMAN



### Completed/Open to Traffic

- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage – Phase 1 ○—○
- 1.04 Lake Creek Drainage – Phase 2 ○—○
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study ○—○
- 1.10 Wyoming Springs North Study ○—○
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.14 O'Connor Extension
- 1.17 Pond Springs Road
- 1.18 O'Connor Overpass at SH 45
- 1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
- 1.20 Wyoming Springs (620 to Brightwater Blvd.)
- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Study [ ]
- 1.25 King of Kings Crossing
- 1.24 Pearson Ranch Underpass at SH 45/ RM 620
- 1.31 Forest North Drainage Improvements - Phase 1 [ ]

### Under Construction/Bidding

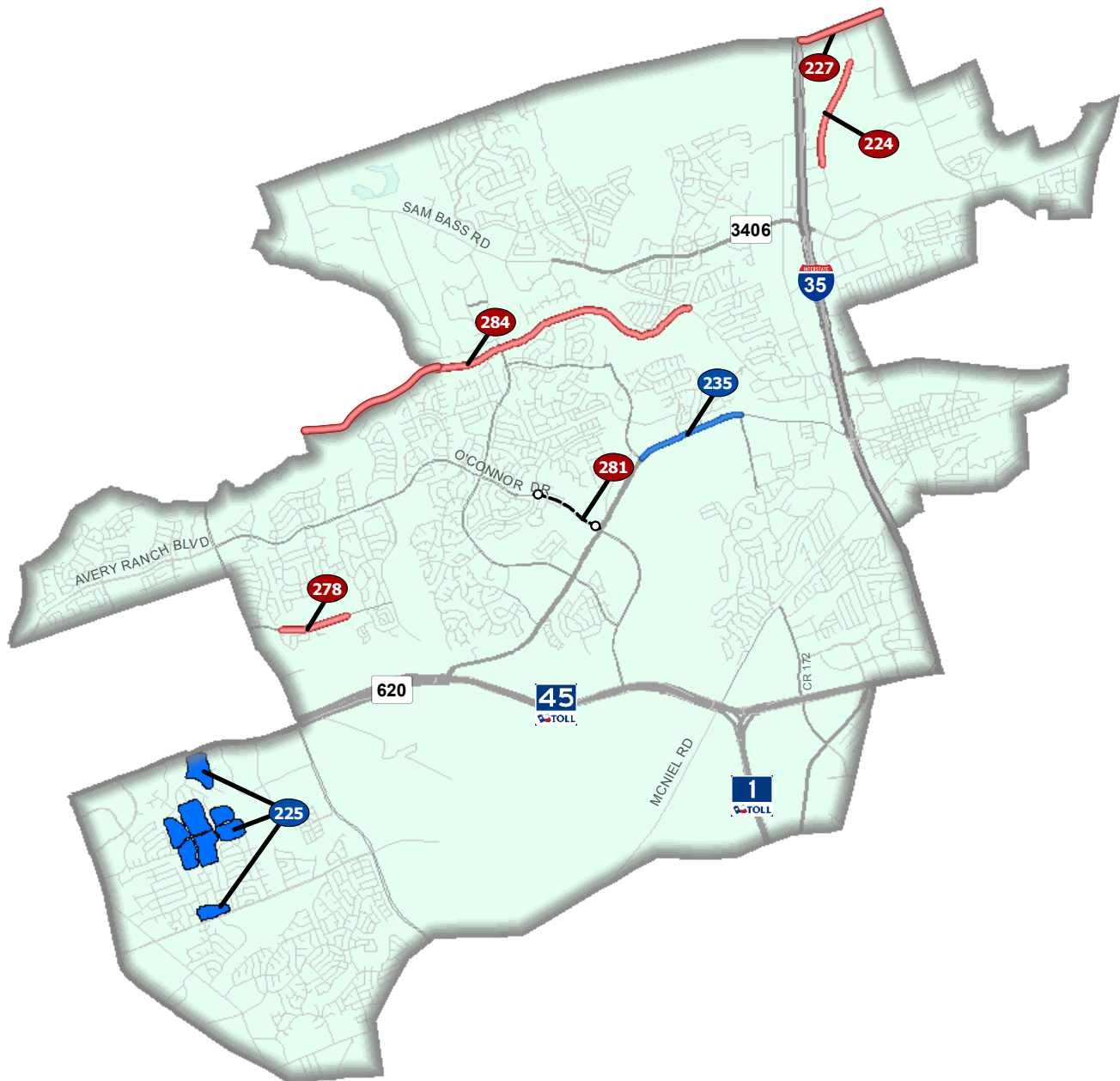
- 1.26 Pearson Ranch Road

### In Design

- 1.28 IH 35 Operational Analysis
- 1.29 RM 620 (IH 35 to Deep Wood Dr.)
- 1.30 Great Oaks at Brushy Creek
- 1.31 Forest North Drainage Improvements - Phase 2

# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 1 - COMMISSIONER BIRKMAN

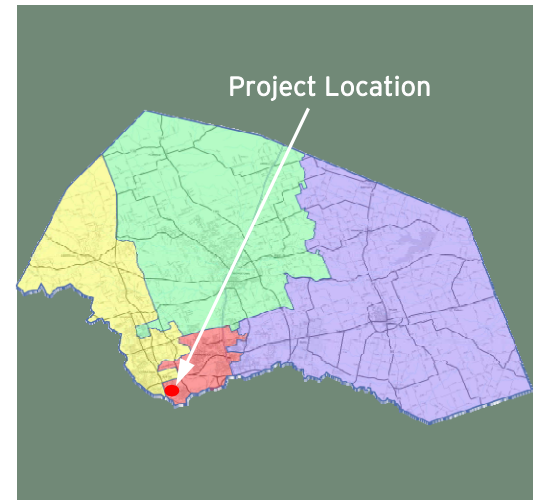


### Under Construction/Bidding

- 225 Forest North Drainage Improvements - Phase 1
- 235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)

### In Design

- 224 North Mays Street Extension (La Paloma to Oakmont Dr.)
- 227 University Blvd Widening (IH 35 to Sunrise Rd.)
- 278 Neenah Avenue Widening (Olive Hill Drive to end)
- 281 O'Connor Drive North of RM 620 (Traffic Study) ○—○
- 284 Hairy Man Rd/Brushy Creek Rd Safety Improvements (Arrowhead Trail to Sam Bass Road)



## Forest North Drainage Ph 1

(Residential Drainage of the Forest North Subdivision)

Project Length: Residential Neighborhood

Roadway Classification: Drainage Improvements

Project Schedule: August 2016 - April 2018

Estimated Construction Cost: \$3.56 Million



## OCTOBER 2016 IN REVIEW

**10/7/2016:** DeNucci continued Water Line E adjustments at the Meadowheath/Sherbrooke intersection, tied in Water Line A and completed installing the remaining portion of 24" RCP in the Tichester zone.

**10/14/2016:** The Water Line E adjustments continue at the Meadowheath/Sherbrooke intersection. In the Sherbrooke zone, trenching continues for 30" storm sewer. DeNucci began prepping trenches in the Tichester zone for asphalt placement and formed and poured area inlet aprons and sidewalk in both the Tichester and Sherbrooke zones.

**10/21/2016:** Water Lines E, A and B adjustments are completed in the Sherbrooke zone and the pressure tests were performed on 10/21/16. Per the outcome of the test, the shut out of water lines E and B was on 10/26/16. The 30" and 36" RCP and area inlets were installed and trenching for the storm sewer pipe continued in the Sherbrooke zone.

**10/28/2016:** DeNucci and subcontractor Sisk-Robb removed a small portion of Asbestos Concrete pipe and tied in Water Line A in the Sherbrooke zone. The installation of the 30" RCP and trenching for 24" RCP in the Sherbrooke zone continues. Subcontractor Fuquay hydro-mulched the Tichester zone.



Design Engineer: K Friese and Cobb Fendley  
Contractor: DeNucci Constructors  
Construction Observation: Ryan Rivera, HNTB

Williamson County  
Road Bond Program

**Forest North Drainage Ph 1**  
**Project No. 1604-068**

Original Contract Price = \$3,556,659.50

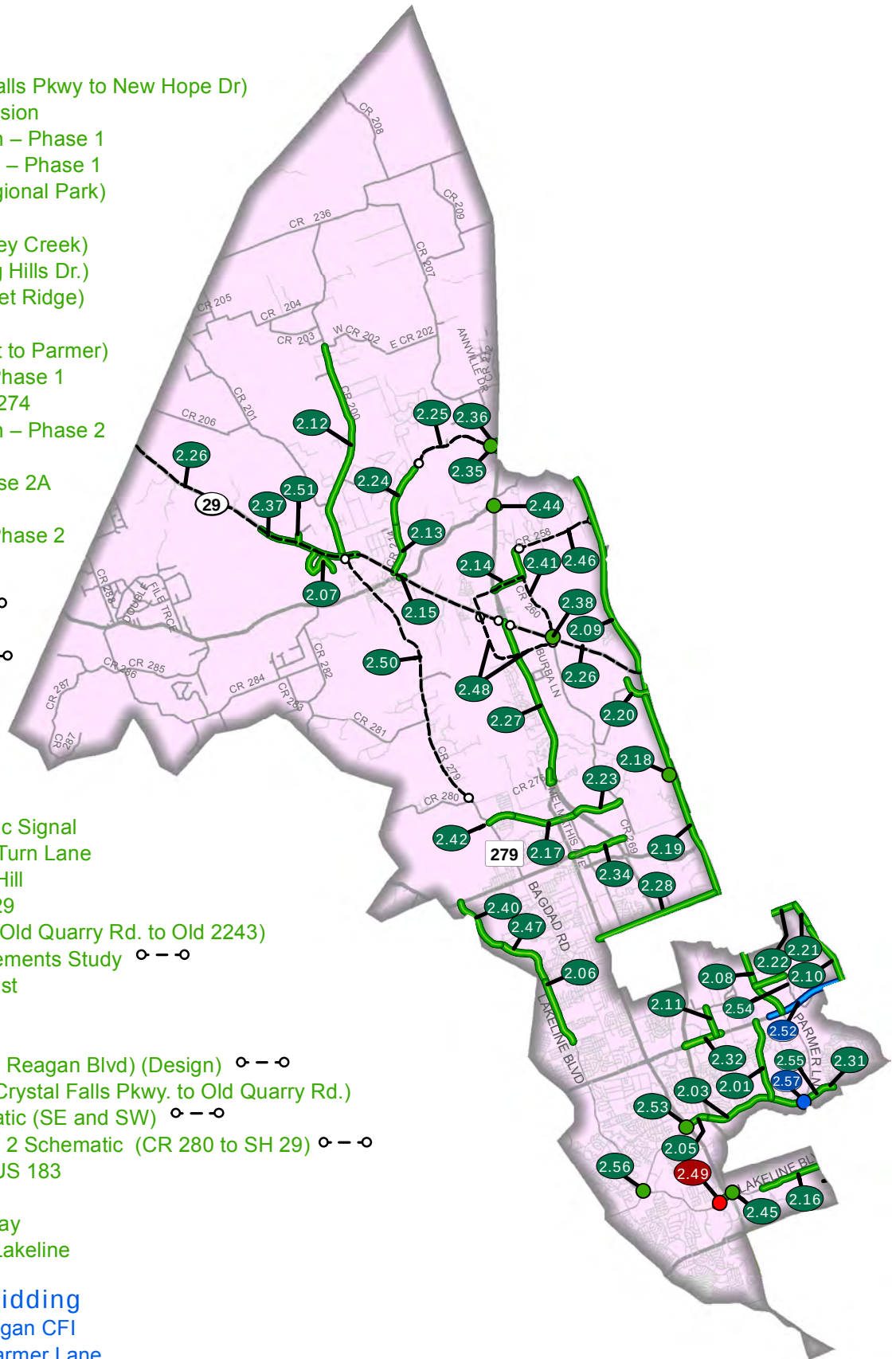
| <u>Letting</u>        | <u>Award</u>          | <u>Notice To Proceed</u> | <u>Begin Work</u>   | <u>Substantial Completion</u> | <u>Work Accepted</u> | <u>Total Bid Days</u>    | <u>Days Added</u>      | <u>Total Days</u>            |                              |
|-----------------------|-----------------------|--------------------------|---------------------|-------------------------------|----------------------|--------------------------|------------------------|------------------------------|------------------------------|
| 6/9/2016              | 6/28/2016             | 8/1/2016                 | 8/11/2016           |                               |                      | 600                      | 0                      | 600                          |                              |
| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u>       | <u>Days Charged</u> | <u>Current Invoice</u>        | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u><br><u>Used</u> | <u>% Time</u><br><u>Used</u> |
| 1                     | 8/11/2016             | 8/31/2016                | 21                  | \$152,734.50                  | \$152,734.50         | \$16,970.50              | \$16,970.50            | 5                            | 4                            |
| 2                     | 9/1/2016              | 9/30/2016                | 30                  | \$208,685.70                  | \$361,420.20         | \$23,187.30              | \$40,157.80            | 11                           | 9                            |
| Adjusted Price =      |                       |                          |                     |                               |                      |                          |                        |                              | \$3,556,659.50               |



## 2006 ROAD BOND PROGRAM PROJECTS PRECINCT 2 - COMMISSIONER LONG

## Completed / Open to Traffic

- 2.01 Vista Ridge Blvd.
- 2.03 Brushy Creek Road
- 2.05 Cypress Creek Road
- 2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
- 2.07 River Bend Oaks Subdivision
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 2.10 CR 175 (RM 1431 to Regional Park)
- 2.11 CR 185
- 2.12 CR 200 (CR 201 to Lackey Creek)
- 2.13 CR 214 (SH 29 to Rolling Hills Dr.)
- 2.14 CR 258 (US 183 to Sunset Ridge)
- 2.15 RM 1869 at SH 29
- 2.16 Lakeline Blvd. (Lyndhurst to Parger)
- 2.17 San Gabriel Parkway – Phase 1
- 2.18 US 183 Widening at CR 274
- 2.19 Ronald W. Reagan South – Phase 2
- 2.20 Kauffman Loop
- 2.21 CR 175 Extension – Phase 2A
- 2.22 CR 179
- 2.23 San Gabriel Parkway – Phase 2
- 2.24 CR 214 – Phase 2A
- 2.25 CR 214 – Phase 2B
- 2.26 SH 29 Improvements Study & Schematic
- 2.27 US 183 (PTF)
- 2.28 CR 272
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.34 Hero Way
- 2.35 US 183 at FM 3405 Traffic Signal
- 2.36 US 183 at FM 3405 Left Turn Lane
- 2.37 SH 29 TWLTL in Liberty Hill
- 2.38 CR 260 / CR 266 at SH 29
- 2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
- 2.41 Seward Junction Improvements Study
- 2.42 San Gabriel Parkway West
- 2.44 US 183 at RM 1869
- 2.45 Lakeline Blvd. at US 183
- 2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
- 2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
- 2.48 Seward Junction Schematic (SE and SW)
- 2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
- 2.53 Cypress Creek Road at US 183
- 2.54 CR 272 Overlay
- 2.55 Brushy Creek East Overlay
- 2.56 Cypress Creek Road at Lakeline



## Under Construction / Bidding

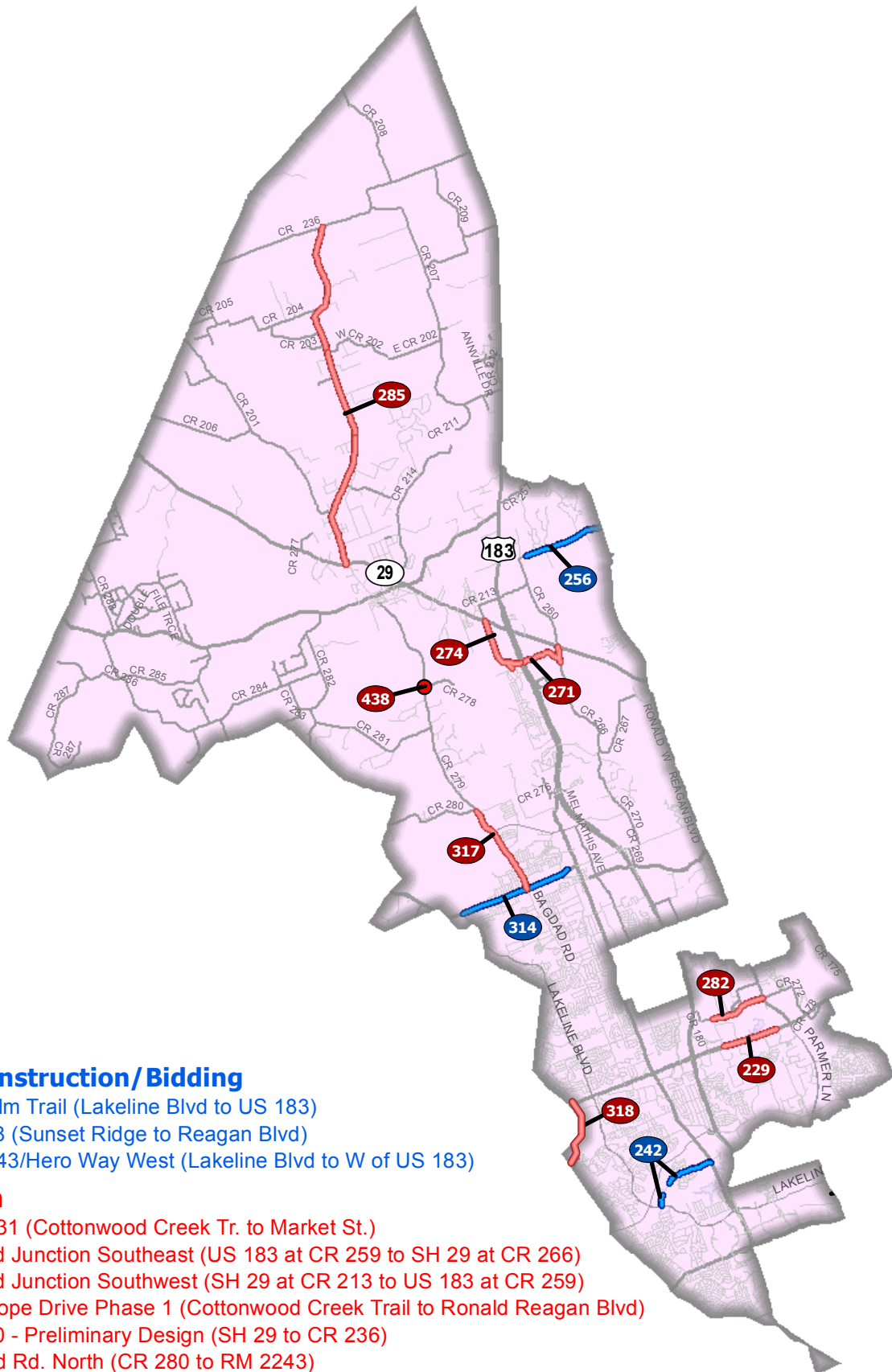
- 2.52 RM 1431 at Parmer/ Reagan CFI  
2.57 Brushy Creek Road at Parmer Lane

## In Design

- ## 2.49 Lakeline Blvd. Right Turn Lanes

# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 2 - COMMISSIONER LONG



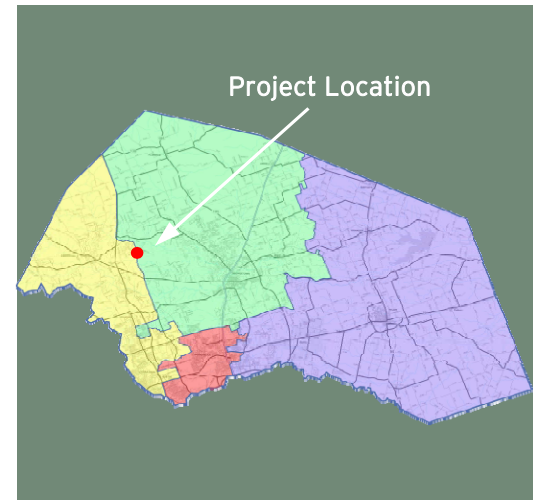
### Under Construction/Bidding

- 242 Little Elm Trail (Lakeline Blvd to US 183)
- 256 CR 258 (Sunset Ridge to Reagan Blvd)
- 314 Old 2243/Hero Way West (Lakeline Blvd to W of US 183)

### In Design

- 229 RM 1431 (Cottonwood Creek Tr. to Market St.)
- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Blvd)
- 285 CR 200 - Preliminary Design (SH 29 to CR 236)
- 317 Bagdad Rd. North (CR 280 to RM 2243)
- 318 Anderson Mill Rd. (RM 1431 to Lime Creek, Zeppelin Dr. to Cypress Creek)
- 438 Bagdad Road at CR 278





## CR 258

(Sunset Ridge to Ronald Reagan Blvd.)

Project Length: 1.75 Miles

Roadway Classification: Suburban Collector

Project Schedule: July 2016 - July 2017

Estimated Construction Cost: \$5.8 Million



## OCTOBER 2016 IN REVIEW

**10/7/2016:** Chasco Constructors continue to install the water line along the north side of the project between Craigen Ln and Culvert 2. Subcontractor Wheeler placed the hot mix on the Ronald Reagan widening and paved the Tucker driveway. The relocation of utilities is ongoing (PEC and AT&T).

**10/14/2016:** The water line installation along the north side of the project between Culvert 2 and Ronald Reagan Blvd continues. The Contractor and the City of Georgetown are testing the new water line between the west end of the project to Sonny Slope.

**10/21/2016:** The water line installation along the north side of the project continues under Ronald Reagan Blvd. The Contractor completed the water line testing between the west end and San Gabriel Oaks. The new meters are being put into service between the project's west end and Sonny Slope.

**10/28/2016:** The installation of the water line has been completed and it now being loaded and tested between San Gabriel Oaks and the tie-in on the east side of Ronald Reagan Blvd. The Contractor is also excavating and installing the 8'x4' boxes on the downstream end of Culvert 2. The relocation of utilities is ongoing (PEC and AT&T).



Design Engineer: Civil Engineering  
Consultants/Cobb Fendley  
Contractor: Chasco Constructors  
Construction Observation:  
Steven Shull, HNTB

Williamson County  
Road Bond Program

**CR 258 (Sunset Ridge to Ronald Reagan North)**  
**Project No. 1603-062**

Original Contract Price = \$5,808,856.58

| <u>Letting</u>        | <u>Award</u>          | <u>Notice To Proceed</u> | <u>Begin Work</u>   | <u>Substantial Completion</u> | <u>Work Accepted</u> | <u>Total Bid Days</u>    | <u>Days Added</u>      | <u>Total Days</u>            |                              |
|-----------------------|-----------------------|--------------------------|---------------------|-------------------------------|----------------------|--------------------------|------------------------|------------------------------|------------------------------|
| 4/20/2016             | 5/10/2016             | 7/29/2016                | 8/8/2016            |                               |                      | 360                      | 0                      | 360                          |                              |
| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u>       | <u>Days Charged</u> | <u>Current Invoice</u>        | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u><br><u>Used</u> | <u>% Time</u><br><u>Used</u> |
| 1                     | 7/1/2016              | 7/31/2016                | 0                   | \$204,692.63                  | \$204,692.63         | \$22,743.63              | \$22,743.63            | 4                            | 0                            |
| 2                     | 8/8/2016              | 8/31/2016                | 24                  | \$647,625.15                  | \$852,317.78         | \$94,701.98              | \$117,445.61           | 17                           | 7                            |
| 3                     | 9/1/2016              | 9/30/2016                | 30                  | \$768,046.95                  | \$1,620,364.73       | \$85,338.55              | \$202,784.16           | 31                           | 15                           |

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 01                         | 10/4/2016       | 9,660.00            | 9,660.00         |

4B: Third Party Accommodation. Third Party Requested Work. This Change Order adds an encasement pipe crossing for a future waterline under CR 258 at Station 160+50. The installation of the additional encasement pipe was requested by the Property owner for future water service. The additional cost of the encasement pipe will be deducted from the Right of Way acquisition agreement with the property owner.

Adjusted Price = \$5,818,516.58



# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 3 - COMMISSIONER COVEY

### Completed/Open to Traffic

- 1.12 Westinghouse Rd. (CR 111)
- 1.16 SE Inner Loop at FM 1460
- 2.04 Cedar Hollow at SH 29
- 2.08 Ronald W. Reagan South – Ph. 1
- 2.09 Ronald W. Reagan North – Ph. 1
- 3.01 FM 1460 to CR 110
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study      ○ – ○
- 3.07 Georgetown Inner Loop – Project 4 Study      ○ – ○
- 3.08 Georgetown Inner Loop – Project 5 Study      ○ – ○
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.20 Ronald W. Reagan South - Phase 2
- 3.21 Ronald W. Reagan North - Phase 2
- 3.22 IH-35 at SH 29 Turnarounds (PTF)
- 3.48 SH 29 Widening - 12" Water Main Relocation
- 3.23 SH 29/CR 104 – Phase 1
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.26 CR 175 Extension - Phase 2A
- 3.27 IH 35 Northbound Frontage Rd. and Ramps

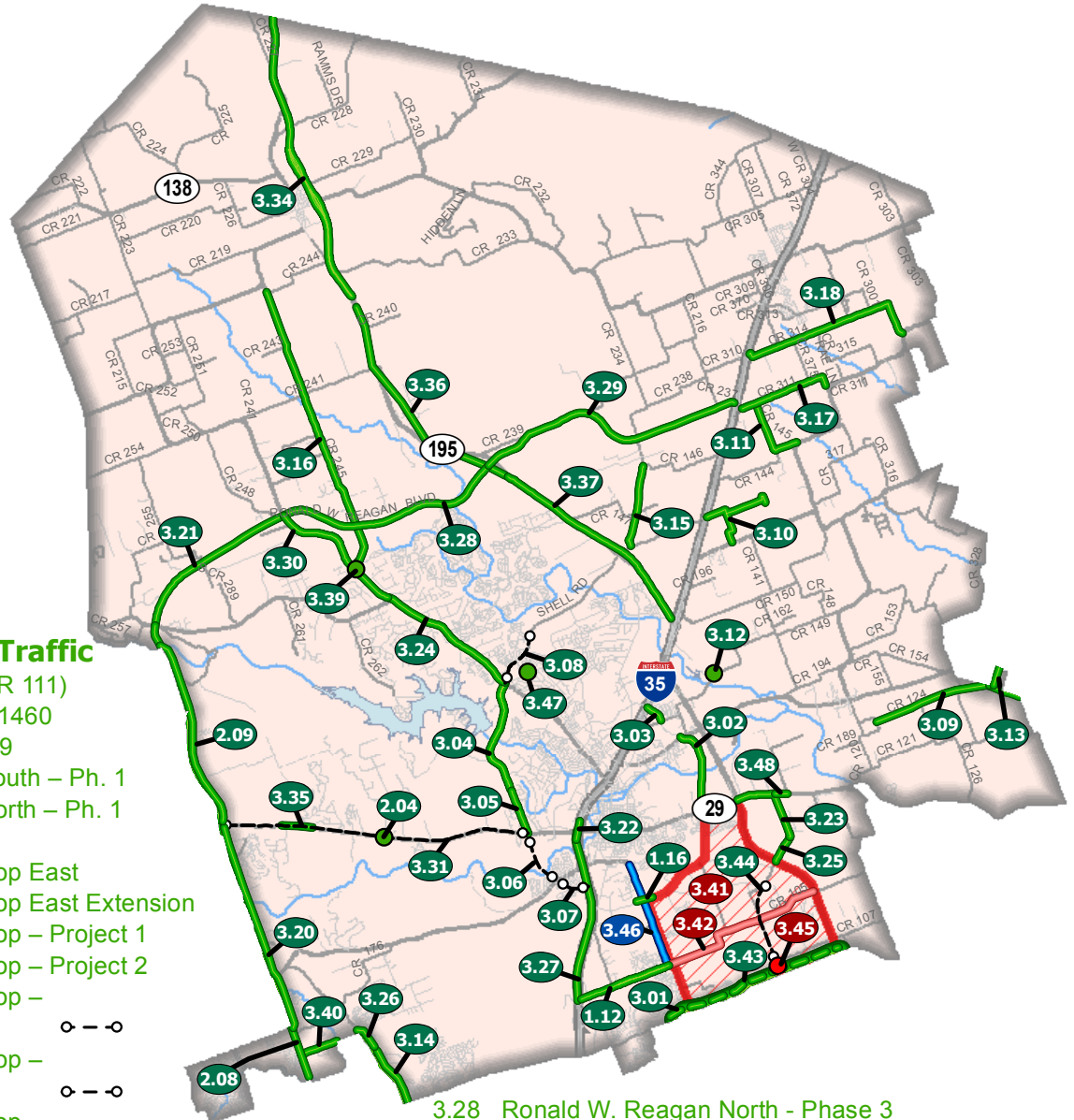
- 3.28 Ronald W. Reagan North - Phase 3
- 3.29 Ronald W. Reagan North - Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic      ○ – ○
- 3.34 SH 195 Project 1
- 3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
- 3.36 SH 195 Project 2
- 3.37 SH 195 Project 3
- 3.39 CR 245 Realignment
- 3.40 CR 179
- 3.43 University Blvd. (Chandler Rd) Expansion (PS&E)
- 3.44 CR 110 North      ○ – ○  
(North of CR 107 to North of Sam Houston) (Design)
- 3.47 Madrid Drive Extension

### Under Construction/Bidding

- 3.46 FM 1460 North

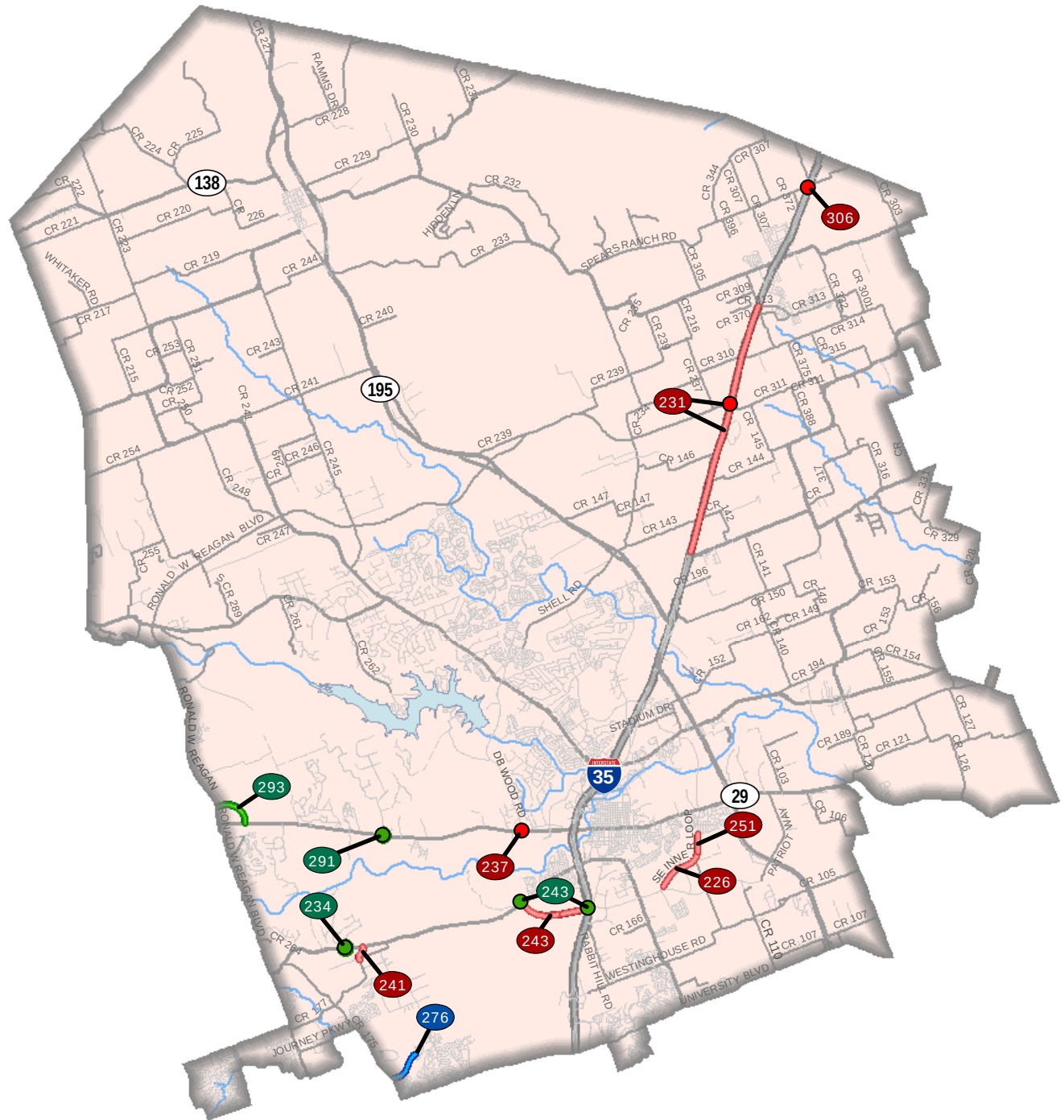
### In Design

- 3.41 CR 110 / Arterial A Study
- 3.42 CR 111 / CR 105 Westinghouse Rd.  
(FM 1460 to SH 130)
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)



# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 3 - COMMISSIONER COVEY



### Completed/ Open to Traffic

- 234 RM 2243 At Escalera Parkway
- 243 Southwest Bypass Driveways
- 291 SH 29 At Cedar Hollow
- 293 Kauffman Loop Phase 1  
(NE quadrant of Reagan at SH 29)

### Under Construction/Bidding

- 276 Arterial H Extension Phase 1  
(CR 175 to Massey Way)

### In Design

- 226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
- 231 Ronald Reagan at IH 35 (Bridge Replacement)
- 231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
- 237 DB Wood At SH 29
- 241 CR 176 at RM 2243 (Safety Improvements)
- 243 Southwest Bypass (RM 2243 to IH 35)
- 251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
- 306 CR 305 At IH 35 - Design (Bridge Replacement)

**CR 245 Realignment**  
**Project No. 15IFB102**

Original Contract Price = \$589,829.11

| <u>Letting</u>        | <u>Award</u>          | <u>Notice To Proceed</u> | <u>Begin Work</u>   | <u>Substantially Complete</u> | <u>Work Accepted</u> | <u>Total Bid Days</u>    | <u>Days Added</u>      | <u>Total Days</u>            |                              |
|-----------------------|-----------------------|--------------------------|---------------------|-------------------------------|----------------------|--------------------------|------------------------|------------------------------|------------------------------|
| 2/18/2015             | 3/11/2015             | 4/10/2015                | 4/22/2015           | 9/26/2015                     |                      | 150                      | 0                      | 150                          |                              |
| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u>       | <u>Days Charged</u> | <u>Current Invoice</u>        | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u><br><u>Used</u> | <u>% Time</u><br><u>Used</u> |
| 1                     | 4/20/2015             | 5/31/2015                | 42                  | \$37,176.75                   | \$37,176.75          | \$4,130.75               | \$4,130.75             | 7                            | 28                           |
| 2                     | 6/1/2015              | 10/6/2015                | 128                 | \$418,332.94                  | \$455,509.69         | \$46,481.44              | \$50,612.19            | 82                           | 113                          |
| 3                     | 10/7/2015             | 6/24/2016                | 0                   | \$62,633.56                   | \$518,143.25         | \$6,959.28               | \$57,571.47            | 93                           | 113                          |

11/4/2016 Comments - A letter has been issued to the Contractor notifying them of the items outstanding.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 01                         | 10/20/2015      | 29,428.53           | 29,428.53        |

4B: Third Party Accommodation. Third party requested work. This Change Order adds a new Contract item to compensate the Contractor for installing a Pressure Reducing Valve (PRV) on the proposed 6 inch waterline, as required by the City of Georgetown. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(Item 9). The existing waterline was in a different location than shown on the plans, which allowed the Contractor to tie into the line at the new location, reducing the contract quantity of new waterline required to be installed.

Adjusted Price = \$619,257.64

**Southwest Bypass Driveways**  
**Project No. 1512-043**

Original Contract Price = \$289,981.90

| <u>Letting</u>        | <u>Award</u>          | <u>Notice To Proceed</u> | <u>Begin Work</u>   | <u>Substantial Completion</u> | <u>Work Accepted</u> | <u>Total Bid Days</u>    | <u>Days Added</u>      | <u>Total Days</u>            |                              |
|-----------------------|-----------------------|--------------------------|---------------------|-------------------------------|----------------------|--------------------------|------------------------|------------------------------|------------------------------|
| 2/17/2016             | 3/22/2016             | 5/2/2016                 | 5/12/2016           | 8/5/2016                      |                      | 65                       | 21                     | 86                           |                              |
| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u>       | <u>Days Charged</u> | <u>Current Invoice</u>        | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u><br><u>Used</u> | <u>% Time</u><br><u>Used</u> |
| 1                     | 5/12/2016             | 5/31/2016                | 20                  | \$73,370.25                   | \$73,370.25          | \$8,152.25               | \$8,152.25             | 28                           | 23                           |
| 2                     | 6/1/2016              | 7/8/2016                 | 38                  | \$90,405.90                   | \$163,776.15         | \$10,045.10              | \$18,197.35            | 63                           | 67                           |
| 3                     | 7/9/2016              | 8/5/2016                 | 28                  | \$58,873.05                   | \$222,649.20         | \$6,541.45               | \$24,738.80            | 86                           | 100                          |
| 4                     | 8/6/2016              | 8/31/2016                | 0                   | \$33,694.79                   | \$256,343.99         | \$3,743.87               | \$28,482.67            | 99                           | 100                          |

11/4/2016 Comments - The Certificate of Completion is being reviewed.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 01                         | 10/25/2016      | -2,355.24           | -2,355.24        |

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. 1A: Design Error or Omission. Incorrect PS&E. Due to quantity differences between field conditions and the plans, the actual embankment placed was 49% more than the bid quantity.

Adjusted Price = \$287,626.66

**Arterial H Phase 1 (Sam Bass Rd to existing Arterial H)**

**Project No. 1603-064**

Original Contract Price = \$3,210,934.80

| <u>Letting</u>        | <u>Award</u>          | <u>Notice To Proceed</u> | <u>Begin Work</u>   | <u>Substantial Completion</u> | <u>Work Accepted</u> | <u>Total Bid Days</u>    | <u>Days Added</u>      | <u>Total Days</u>            |                              |
|-----------------------|-----------------------|--------------------------|---------------------|-------------------------------|----------------------|--------------------------|------------------------|------------------------------|------------------------------|
| 4/20/2016             | 5/25/2016             | 6/3/2016<br>(Limited)    |                     |                               |                      | 180                      | 0                      | 180                          |                              |
| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u>       | <u>Days Charged</u> | <u>Current Invoice</u>        | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u><br><u>Used</u> | <u>% Time</u><br><u>Used</u> |
| 1                     | 6/1/2016              | 6/30/2016                | 0                   | \$134,198.10                  | \$134,198.10         | \$14,910.90              | \$14,910.90            | 5                            | 0                            |
| 2                     | 7/1/2016              | 7/31/2016                | 0                   | \$182,746.89                  | \$316,944.99         | \$35,216.11              | \$50,127.01            | 11                           | 0                            |
| 3                     | 8/1/2016              | 8/31/2016                | 0                   | \$93,893.40                   | \$410,838.39         | \$10,432.60              | \$60,559.61            | 15                           | 0                            |
| 4                     | 9/1/2016              | 9/30/2016                | 0                   | \$206,817.21                  | \$617,655.60         | \$22,979.69              | \$83,539.30            | 22                           | 0                            |
| Adjusted Price =      |                       |                          |                     |                               |                      |                          |                        |                              | \$3,210,934.80               |

**RM 2243 at Escalera and SH 29 at Cedar Hollow RTLs****Project No. 1604-067**

Original Contract Price = \$355,279.00

| <u>Letting</u>        | <u>Award</u>          | <u>Notice To Proceed</u>                                                           | <u>Begin Work</u>   | <u>Substantial Completion</u> | <u>Work Accepted</u> | <u>Total Bid Days</u>    | <u>Days Added</u>      | <u>Total Days</u>            |                              |
|-----------------------|-----------------------|------------------------------------------------------------------------------------|---------------------|-------------------------------|----------------------|--------------------------|------------------------|------------------------------|------------------------------|
| 5/25/2016             | 6/7/2016              | 6/25/2016                                                                          | 7/5/2016            | 8/29/2016                     |                      | 120                      | 0                      | 120                          |                              |
| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u>                                                                 | <u>Days Charged</u> | <u>Current Invoice</u>        | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u><br><u>Used</u> | <u>% Time</u><br><u>Used</u> |
| 1                     | 7/5/2016              | 7/31/2016                                                                          | 27                  | \$140,772.28                  | \$140,772.28         | \$15,641.36              | \$15,641.36            | 44.0255799                   | 23                           |
| 11/4/2016             | Comments -            | Substantial completion was granted 8/29/2016. A Ribbon Cutting was held 10/3/2016. |                     |                               |                      |                          |                        |                              |                              |
| Adjusted Price =      |                       |                                                                                    |                     |                               |                      |                          |                        | \$355,279.00                 |                              |

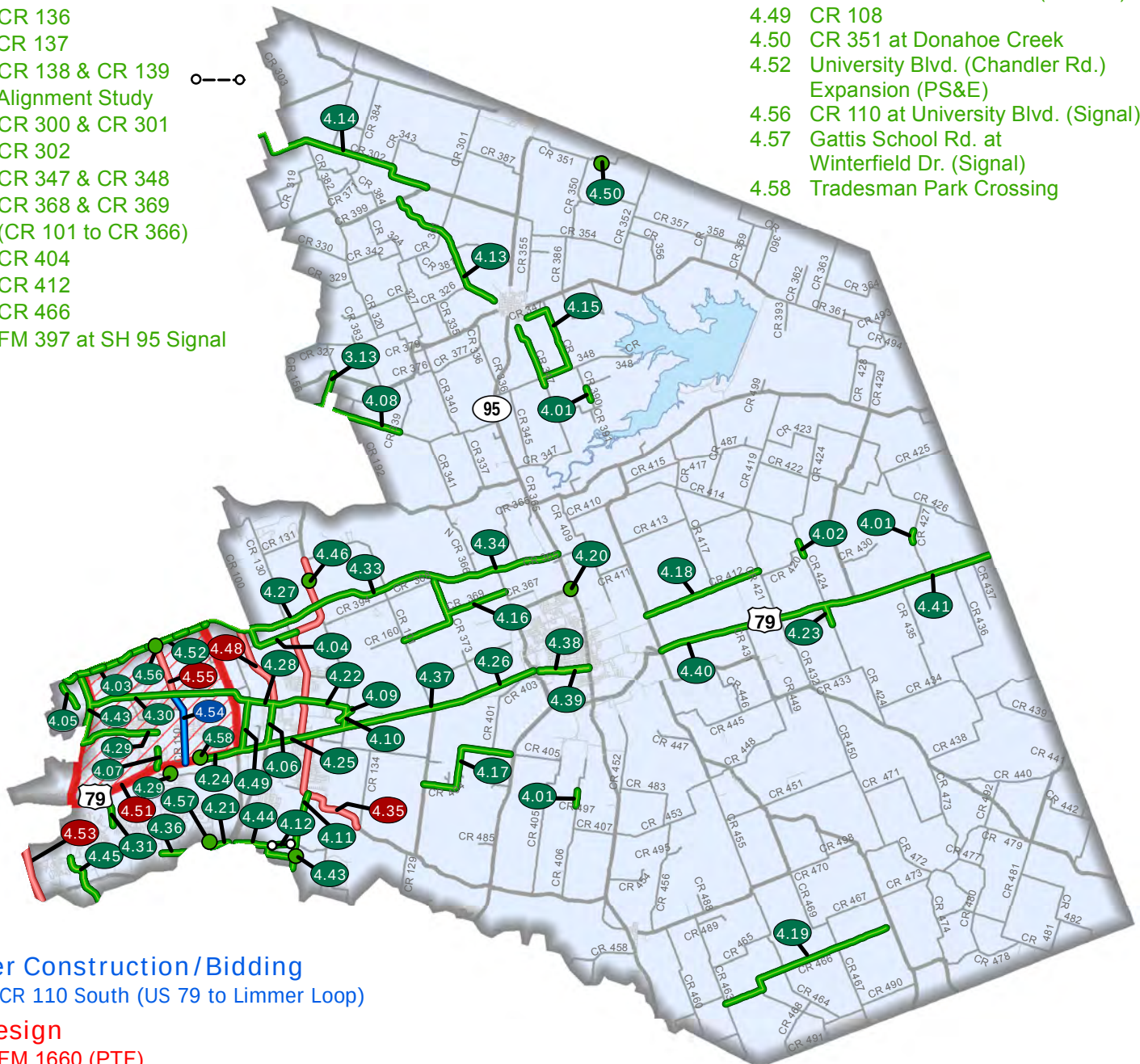


# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 4 - COMMISSIONER MORRISON

### Completed / Open to Traffic

- |                                                        |                                    |                                                          |
|--------------------------------------------------------|------------------------------------|----------------------------------------------------------|
| 3.13 CR 157                                            | 4.21 Gattis School Rd. ROW         | 4.33 Chandler Rd. – Phase 3A                             |
| 4.01 Bridge Replacements Phase 1<br>(CR 390, 406, 427) | 4.22 Limmer Loop – Phase 1A        | 4.34 Chandler Rd. – Phase 3B                             |
| 4.02 CR 424 Bridge Replacement                         | 4.23 Thrall School Zone            | 4.36 Gattis School Road                                  |
| 4.03 Chandler Rd. – Phase 1                            | 4.24 US 79 – Section 1             | 4.37 US 79 - Section 3 (PTF)                             |
| 4.04 CR 100                                            | 4.25 US 79 – Section 2             | 4.38 2nd Street Improvements                             |
| 4.05 CR 112 – Phase 1                                  | 4.26 US 79 – Section 3A            | 4.39 2nd Street Drainage Improvements                    |
| 4.06 CR 119                                            | 4.27 Chandler Rd. – Phase 2        | 4.40 US 79 Section 5A (PTF)                              |
| 4.07 CR 122 at US 79                                   | 4.28 Limmer Loop – Phase 1B        | 4.41 US 79 Section 5B (PTF)                              |
| 4.08 CR 124                                            | 4.29 CR 113 / Old Settlers Blvd.   | 4.43 FM 1460 Section 2                                   |
| 4.09 CR 132                                            | 4.30 Limmer Loop – Phase 1C        | 4.44 CR 138                                              |
| 4.10 CR 136                                            | 4.31 Kenney Fort Boulevard – Phs 1 | 4.45 CR 170                                              |
| 4.11 CR 137                                            |                                    | 4.46 FM 1660 at Landfill Rd. (CR 128)                    |
| 4.12 CR 138 & CR 139<br>Alignment Study                |                                    | 4.49 CR 108                                              |
| 4.13 CR 300 & CR 301                                   |                                    | 4.50 CR 351 at Donahoe Creek                             |
| 4.14 CR 302                                            |                                    | 4.52 University Blvd. (Chandler Rd.)<br>Expansion (PS&E) |
| 4.15 CR 347 & CR 348                                   |                                    | 4.56 CR 110 at University Blvd. (Signal)                 |
| 4.16 CR 368 & CR 369<br>(CR 101 to CR 366)             |                                    | 4.57 Gattis School Rd. at<br>Winterfield Dr. (Signal)    |
| 4.17 CR 404                                            |                                    | 4.58 Tradesman Park Crossing                             |
| 4.18 CR 412                                            |                                    |                                                          |
| 4.19 CR 466                                            |                                    |                                                          |
| 4.20 FM 397 at SH 95 Signal                            |                                    |                                                          |



### Under Construction / Bidding

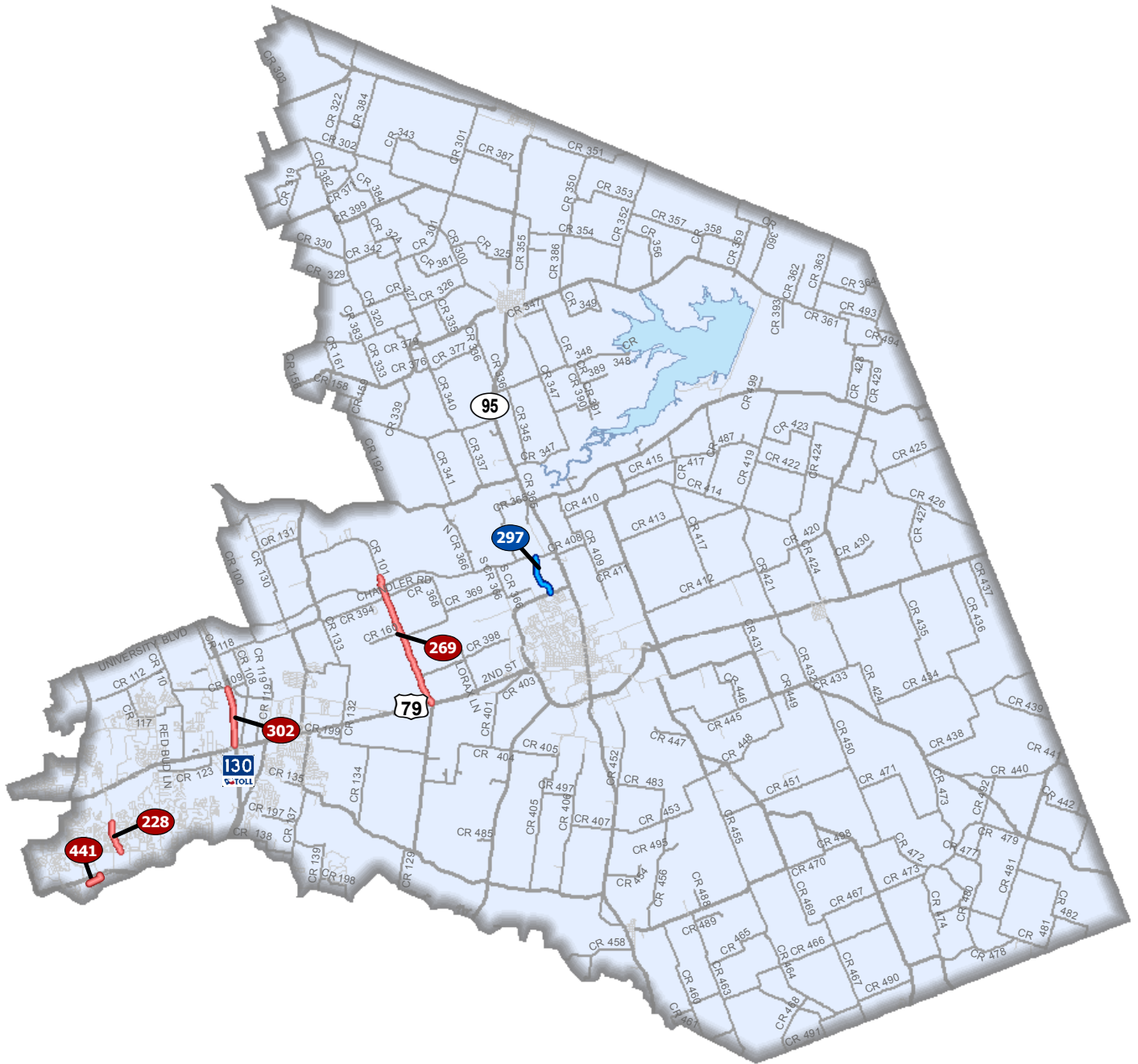
- 4.54 CR 110 South (US 79 to Limmer Loop)

### In Design

- 4.35 FM 1660 (PTF)  
4.48 CR 119  
4.51 CR 110/ Arterial A Study Area  
4.53 IH 35 Operational Analysis  
4.55 CR 110 Middle (North of Limmer Loop to CR 107)

# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 4 - COMMISSIONER MORRISON



### Under Construction/Bidding

297 Bill Pickett Trail (Carlos Parker Blvd to Chandler Road)

### In Design

228 Kenney Fort Blvd. Ph. 1 (Forest Creek Blvd. to Gattis School Rd.)

269 CR 101 (US 79 to North of Chandler Rd.)

302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)

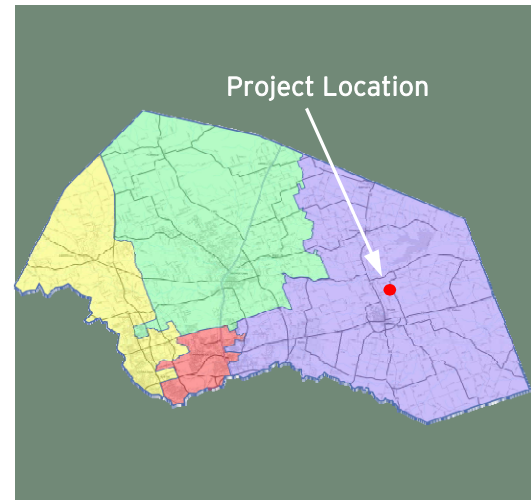
441 Roundville Lane (A.W. Grimes Blvd. to EBFR of SH 45)



**Multi Site Traffic Signals (CR 110 at Univ, Gattis School Rd at Winterfield)****Project No. 1512-036**

Original Contract Price = \$328,802.95

| <u>Letting</u>        | <u>Award</u>          | <u>Notice To Proceed</u>                      | <u>Begin Work</u>   | <u>Substantial Completion</u> | <u>Work Accepted</u> | <u>Total Bid Days</u>    | <u>Days Added</u>      | <u>Total Days</u>            |                              |
|-----------------------|-----------------------|-----------------------------------------------|---------------------|-------------------------------|----------------------|--------------------------|------------------------|------------------------------|------------------------------|
| 2/3/2016              | 2/16/2016             | 3/11/2016                                     | 3/21/2016           | 6/24/2016                     |                      | 90                       | 0                      | 90                           |                              |
| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u>                            | <u>Days Charged</u> | <u>Current Invoice</u>        | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u><br><u>Used</u> | <u>% Time</u><br><u>Used</u> |
| 1                     | 3/21/2016             | 4/30/2016                                     | 41                  | \$23,553.00                   | \$23,553.00          | \$2,617.00               | \$2,617.00             | 8                            | 46                           |
| 2                     | 5/1/2016              | 5/31/2016                                     | 31                  | \$35,329.50                   | \$58,882.50          | \$3,925.50               | \$6,542.50             | 20                           | 80                           |
| 3                     | 6/1/2016              | 6/24/2016                                     | 24                  | \$195,889.50                  | \$254,772.00         | \$21,765.50              | \$28,308.00            | 86                           | 107                          |
| 4                     | 6/25/2016             | 9/30/2016                                     | 0                   | \$32,280.08                   | \$287,052.08         | \$3,589.68               | \$31,897.68            | 97                           | 107                          |
| 11/4/2016             | Comments -            | Substantial Completion was granted 6/24/2016. |                     |                               |                      |                          |                        |                              |                              |
| Adjusted Price =      |                       |                                               |                     |                               |                      |                          |                        | \$328,802.95                 |                              |



## Bill Pickett Trail

(East Williamson County Access Road)

Project Length: 1.4 Miles

Roadway Classification: Minor Arterial

Project Schedule: May 2016 - October 2016

Estimated Construction Cost: \$3.8 Million



## OCTOBER 2016 IN REVIEW

**10/7/2016:** Cox Commercial continues backfilling the curb and driveways, and dumping 2nd course flex base for the Chandler Road widening. Subcontractor Greater Austin Development placed cement and sand stabilized backfill at the north end of the Turkey Creek Bridge and poured the concrete approach slab on the south end of the bridge as well as the concrete for safety end treatments at the pipe culverts.

**10/14/2016:** The Contractor continues backfilling the curb and driveways, dumping 2nd course flex base for the Chandler Road widening, and placing flex base north of the Turkey Creek Bridge. Greater Austin placed concrete for the concrete rail posts on the Turkey Creek Bridge.

**10/21/2016:** Fine grading continues for the Chandler Road widening and the north half of Bill Pickett Trail in preparation for prime coat. The subcontractor finished placing concrete for the rail and completed the curb for the project.

**10/28/2016:** Greater Austin removed the bridge deck overhang forms and began prepping the bottom of the overhangs of the bridge slab. Subcontractor Austin Materials applied prime coat to the base and paved the Type B hot mix. Subcontractor Flasher began installing permanent signs.



Design Engineer: K. Friesse  
Contractor: Cox Commercial  
Construction Observation:  
David Boone, HNTB

Williamson County  
Road Bond Program

**Bill Pickett Trail (East Williamson County Access Road)**  
**Project No. 1601-045**

Original Contract Price = \$3,806,133.30

| <u>Letting</u> | <u>Award</u> | <u>Notice To Proceed</u> | <u>Begin Work</u> | <u>Substantial Completion</u> | <u>Work Accepted</u> | <u>Total Bid Days</u> | <u>Days Added</u> | <u>Total Days</u> |
|----------------|--------------|--------------------------|-------------------|-------------------------------|----------------------|-----------------------|-------------------|-------------------|
| 3/16/2016      | 4/5/2016     | 5/2/2016                 | 5/12/2016         |                               |                      | 100                   | 30                | 130               |

| <u>Invoice Number</u> | <u>Beginning Date</u> | <u>Ending Date</u> | <u>Days Charged</u> | <u>Current Invoice</u> | <u>Invoice Total</u> | <u>Current Retainage</u> | <u>Total Retainage</u> | <u>% (\$)</u> | <u>% Time Used</u> |
|-----------------------|-----------------------|--------------------|---------------------|------------------------|----------------------|--------------------------|------------------------|---------------|--------------------|
| 1                     | 5/12/2016             | 5/31/2016          | 20                  | \$643,105.80           | \$643,105.80         | \$71,456.20              | \$71,456.20            | 19            | 15                 |
| 2                     | 6/1/2016              | 6/30/2016          | 30                  | \$268,272.41           | \$911,378.21         | \$29,808.05              | \$101,264.25           | 28            | 38                 |
| 3                     | 7/1/2016              | 7/31/2016          | 31                  | \$378,390.33           | \$1,289,768.54       | \$42,043.37              | \$143,307.62           | 39            | 62                 |
| 4                     | 8/1/2016              | 8/31/2016          | 31                  | \$476,356.92           | \$1,766,125.46       | \$52,928.54              | \$196,236.16           | 53            | 86                 |
| 5                     | 9/1/2016              | 9/30/2016          | 30                  | \$463,467.16           | \$2,229,592.62       | \$51,496.35              | \$247,732.51           | 67            | 109                |

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 01                         | 6/7/2016        | -85.80              | -85.80           |

3K: This Change Order adds Select Fill material to be used in lieu of Lime Treated Subgrade. This change requires adjustments to the earthwork quantities and deletes the lime related items from the Contract.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 02                         | 8/9/2016        | 3,305.00            | 3,219.20         |

3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order adds a new contract item to change the Type C SAC A PG 76-22 surface asphalt to Type D SAC B PG 70-22 surface asphalt which provides a cost savings to the County. 1A: Design Error or Omission. Incorrect PS&E. This Change Order adds asphalt quantity for the school driveway to account for a 4" thickness rather than 2" inadvertently included in the plans. 6B: Untimely ROW/Utilities. Right of Way not clear (County responsible for ROW). Thirty days are being added for delays associated in acquiring Right of Way.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 03                         | 9/6/2016        | -102,204.38         | -98,985.18       |

3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order removes the Erosion Control Compost (3") called for in the plans and replaces it with new contract items for Fertilizer and Soil Retention Blanket. Vegetation can be established and erosion can be minimized by using fertilizer and soil retention blanket in lieu of the Erosion Control Compost at a substantial cost savings for the County.

| <u>Change Order Number</u> | <u>Approved</u> | <u>Cost This CO</u> | <u>Total COs</u> |
|----------------------------|-----------------|---------------------|------------------|
| 04                         | 9/20/2016       | -24,873.50          | -123,858.68      |

3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order replaces the Tier II Asphalt and Type D Grade 5 Sac B Aggregate in the contract with a Hot-Applied Non-Tracking Underseal (TFT-H). This is a substitution for a traditional underseal and eliminates the need for aggregate in the application process.

Adjusted Price = \$3,682,274.62

**Commissioners Court - Regular Session****19.****Meeting Date:** 11/15/2016

Rodriguez GT Inner Loop at WilCo Way Contract Amendment No 2

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

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on Contract Amendment No. 2 to the Georgetown Inner Loop at WilCo Way Contract for Engineering Services between Williamson County and Rodriguez Transportation Group, Inc. relating to the 2013 Road Bond Program.

**Background**

This contract amendment only adds rates for two previously not included sub-consultants (K Frieze and RS&H). No rates were increased or changed.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

[Rodriguez-GTInnerLoopATWilCoWay-ContractAmendent2](#)

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 11/04/2016

**Reviewed By**

Hal Hawes

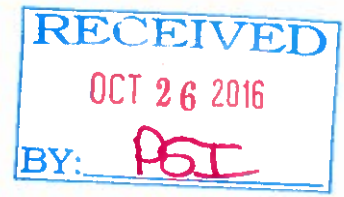
Wendy Coco

**Date**

11/04/2016 01:13 PM

11/04/2016 04:13 PM

Started On: 11/03/2016 05:53 PM



**CONTRACT AMENDMENT NO. 2**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT:  
GEORGETOWN INNER LOOP @ WILCO WAY ("Project")**

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Rodriguez Transportation Group, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective September 18, 2014 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$800,000; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

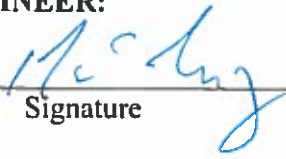
NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By:   
Signature

Mark E. Rodriguez  
Printed Name

President  
Title

10-26-2016  
Date

**COUNTY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

OK  
 10/26/2016

## EXHIBIT D - RATE SCHEDULE

PRIME NAME:

Rodriguez Transportation Group, Inc.

| Labor/Staff Classification                          | Contract Rate |
|-----------------------------------------------------|---------------|
| Project Manager                                     | \$ 191.36     |
| Senior Engineer                                     | \$ 180.42     |
| Project Engineer                                    | \$ 150.35     |
| Design Engineer                                     | \$ 128.48     |
| EIT                                                 | \$ 87.48      |
| Senior Engineer Specialist                          | \$ 147.62     |
| Senior Engineer Tech                                | \$ 120.28     |
| Engineer Tech                                       | \$ 98.41      |
| Admin/Clerical                                      | \$ 54.67      |
| Contract Rates include labor, overhead, and profit. |               |

## EXHIBIT D - RATE SCHEDULE

SUB-PROVIDER NAME:

CP&Y, Inc

| Labor/Staff Classification                          | Contract Rate |
|-----------------------------------------------------|---------------|
|                                                     |               |
| Project Manager                                     | \$ 207.82     |
| Senior Environmental Planner                        | \$ 130.87     |
| Environmental Planner I/II                          | \$ 73.59      |
| Senior Environmental Specialist                     | \$ 115.47     |
| Environmental Specialist                            | \$ 80.82      |
| Biologist III                                       | \$ 86.68      |
| Biologist I/II                                      | \$ 69.81      |
| GIS Operator                                        | \$ 71.60      |
| Historian IV                                        | \$ 97.57      |
| Admin/Clerical                                      | \$ 96.45      |
| Contract Rates include labor, overhead, and profit. |               |



# EXHIBIT D - RATE SCHEDULE

**SUB-PROVIDER NAME:**

**Fugro Consultants, Inc**

| Labor/Staff Classification                                                                                                                                                                               |      | Contract Rate |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------|
| Senior Project Manager                                                                                                                                                                                   |      | \$180.00      |
| Project Manager                                                                                                                                                                                          |      | \$170.00      |
| Project Engineer                                                                                                                                                                                         |      | \$145.00      |
| Laboratory Manager                                                                                                                                                                                       |      | \$145.00      |
| Project Geologist                                                                                                                                                                                        |      | \$135.00      |
| Graduate Professional                                                                                                                                                                                    |      | \$100.00      |
| Senior Engineering Technician                                                                                                                                                                            |      | \$85.00       |
| Technician and Draftsperson                                                                                                                                                                              |      | \$70.00       |
| Admin/Clerical                                                                                                                                                                                           |      | \$60.00       |
| Contract Rates include labor, overhead, and profit.                                                                                                                                                      |      |               |
| Field Investigation                                                                                                                                                                                      |      | Unit Cost     |
| 1.1 Mobilization and demobilization, per mobilization                                                                                                                                                    |      |               |
| - Drill truck, water truck and crew                                                                                                                                                                      | mile | \$ 5.00       |
| - All-terrain drill rig and crew                                                                                                                                                                         |      | Upon Request  |
| 1.2 All-terrain vehicle with drill rig (additional charge)                                                                                                                                               | day  | \$ 600.00     |
| 1.3 Drill and sampling:                                                                                                                                                                                  |      |               |
| - Drilling and sampling with 3-inch, thin-walled tube sampler, continuous to 10.0 ft, 5.0 ft intervals thereafter                                                                                        | foot | \$ 18.00      |
| - Continuous drilling and sampling with 3-inch, thin-walled tube sampler or split-spoon sampler                                                                                                          | foot | \$ 35.00      |
| 1.4 Standard penetration tests                                                                                                                                                                           | each | \$ 25.00      |
| 1.5 TxDOT cone penetration tests                                                                                                                                                                         | each | \$ 31.00      |
| 1.6 Rock coring, NQ or similar core barrel:                                                                                                                                                              |      |               |
| - Drill in soft rock (Austin Chalk, Eagle Ford Shale, etc.)                                                                                                                                              | foot | \$ 26.00      |
| - Drill in hard rock or cavitated rock (Edwards, Buda, Glen Rose, Georgetown, and Walnut Formations)                                                                                                     | foot | \$ 35.00      |
| 1.7 Wash or auger borings drilled and logged from cuttings:                                                                                                                                              |      |               |
| - Soil                                                                                                                                                                                                   | foot | \$ 15.00      |
| - Rock                                                                                                                                                                                                   | foot | \$ 24.00      |
| 1.8 Casing of boreholes                                                                                                                                                                                  | foot | \$ 20.00      |
| 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 | hour | \$ 190.00     |
| 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          |

**EXHIBIT D - RATE SCHEDULE**

|                                                        |             |                  |
|--------------------------------------------------------|-------------|------------------|
| 1.13 Traffic control                                   | day         | \$ 2,500.00      |
| 1.14 High-pressure steam cleaner                       |             | Upon Request     |
| 1.15 OVA meter                                         |             | Upon Request     |
| 1.16 Steel drums for drill cuttings (delivered)        | each        | \$ 7.00          |
| 1.17 Plugging boreholes with bentonite/concrete slurry | foot        | \$ 8.00          |
| 1.18 Cone penetrometer testing                         | day         | \$ 3,450.00      |
| 1.19 Falling Weight Deflectometer Testing              | day         | \$ 2,800.00      |
| 1.20 FWD Mobilization                                  | mile        | \$ 3.50          |
| 1.21 HMAC cores                                        | each        | \$ 50.00         |
| 1.22 Patching boreholes with cold patch asphalt        | each        | \$ 50.00         |
| 1.23 Traffic control                                   | day         | \$ 2,500.00      |
|                                                        |             |                  |
| <b>Laboratory Testing</b>                              | <b>Unit</b> | <b>Unit Cost</b> |
|                                                        |             |                  |
| Particle-Size Analysis of Soils (without hydrometer)   | each        | \$ 65.00         |
| Moisture Content                                       | each        | \$ 15.00         |
| Atterberg Limits                                       | each        | \$ 65.00         |
| Soluble Sulfate Content                                | each        | \$ 90.00         |
| Organic Content                                        | each        | \$ 70.00         |
| Lime Series pH                                         | each        | \$ 85.00         |
| TxDOT Triaxial Test (pavement)                         | each        | \$ 1,750.00      |

## EXHIBIT D - RATE SCHEDULE

**SUBPROVIDER NAME:**

**Inland Geodetics, LLC**

| <b>Surveying Services (SS)</b>                             | <b>Contract Rate</b> |
|------------------------------------------------------------|----------------------|
| Project Manager                                            | \$130.00             |
| Licensed State Land Surveyor                               | \$125.00             |
| Registered Professional Land Surveyor                      | \$125.00             |
| GPS Technician                                             | \$85.00              |
| Survey Technician                                          | \$95.00              |
| Clerical Support                                           | \$46.00              |
|                                                            |                      |
| Field Crew Services                                        |                      |
| 2 - Person Survey Crew                                     | \$130.00             |
| 3 - Person Survey Crew                                     | \$151.00             |
| 4 - Person Survey Crew                                     | \$175.00             |
| Additional Crew Member                                     | \$35.00              |
| GPS Field Operator & Vehicle & GPS Receiver                | \$105.00             |
| GPS Receiver (unmanned)                                    | \$15.00              |
| All Terrain Vehicle                                        | \$ 55 per day        |
| Additional Vehicle                                         | \$ 60 per day        |
| Contract hourly rates include labor, overhead, and profit. |                      |

## EXHIBIT D - RATE SCHEDULE

**SUB-PROVIDER NAME:**

**Seiler Lankes Group, LLC**

| Labor/Staff Classification                          | Contract Rate |
|-----------------------------------------------------|---------------|
| Project Manager                                     | \$ 172.48     |
| Senior Engineer                                     | \$ 147.84     |
| Project Engineer                                    | \$ 130.59     |
| Engineer in Training                                | \$ 86.24      |
| Senior Engineering Technician                       | \$ 86.24      |
| Engineering Technician                              | \$ 81.31      |
| Senior CADD Operator                                | \$ 81.31      |
| Admin/Clerical                                      | \$ 61.60      |
| Contract Rates include labor, overhead, and profit. |               |

## EXHIBIT D - RATE SCHEDULE

**SUB-PROVIDER NAME:**

Woodruff Geologic Consulting, Inc.

| Labor/Staff Classification                          | Contract Rate |
|-----------------------------------------------------|---------------|
|                                                     |               |
| Geologist                                           | \$ 150.00     |
|                                                     |               |
| Contract Rates include labor, overhead, and profit. |               |

## EXHIBIT D - RATE SCHEDULE

**SUB-PROVIDER NAME:**

**William Self and Associates**

| Labor/Staff Classification                          | Contract Rate |
|-----------------------------------------------------|---------------|
| Principal                                           | \$ 125.01     |
| Associate IV                                        | \$ 106.01     |
| Associate III                                       | \$ 89.02      |
| Associate II                                        | \$ 75.00      |
| Associate II - Editor                               | \$ 75.00      |
| Associate II - GIS                                  | \$ 75.00      |
| Associate I                                         | \$ 58.01      |
| Technician II                                       | \$ 47.01      |
| Technican I                                         | \$ 40.01      |
| Contract Rates include labor, overhead, and profit. |               |

## EXHIBIT D - RATE SCHEDULE

**SUB-PROVIDER NAME:**

**K Friese & Associates, Inc.**

| Labor/Staff Classification                          | Contract Rate |
|-----------------------------------------------------|---------------|
|                                                     |               |
| Principal                                           | \$ 210.00     |
| Project Manager                                     | \$ 200.00     |
| Senior Engineer                                     | \$ 175.00     |
| Project Engineer                                    | \$ 130.00     |
| Junior Engineer                                     | \$ 110.00     |
| EIT                                                 | \$ 100.00     |
| CADD Technician                                     | \$ 90.00      |
| Admin / Clerical                                    | \$ 75.00      |
| Contract Rates include labor, overhead, and profit. |               |

## EXHIBIT D - RATE SCHEDULE

**SUB-PROVIDER NAME:**

**RS&H, Inc.**

| Labor/Staff Classification                          | Contract Rate |
|-----------------------------------------------------|---------------|
| Principal / Project Officer                         | \$ 348.10     |
| Engineer V - Principal Engineer                     | \$ 286.47     |
| Engineer IV - Electrical                            | \$ 178.60     |
| Engineer III - Drainage                             | \$ 145.35     |
| Engineer III - Task Leader                          | \$ 119.17     |
| Engineer I - EIT                                    | \$ 94.86      |
| Technology Specialist                               | \$ 231.94     |
| Administrative Assistant III                        | \$ 84.67      |
| Contract Rates include labor, overhead, and profit. |               |



**Commissioners Court - Regular Session****20.****Meeting Date:** 11/15/2016

Kleinfelder On-Call Geotechnical Engineering Contract

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on a Contract for On-Call Geotechnical Engineering and Construction Materials Engineering & Testing Services between Williamson County and Kleinfelder, Inc. relating to the 2013 Road Bond Program.

**Background**

This contract has a \$500,000.00 Contract Compensation Cap. Work will only be authorized through work authorizations for specific projects.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**[Kleinfelder-OnCall-Geotech-Contract](#)

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 11/04/2016

**Reviewed By**

Hal Hawes

Wendy Coco

**Date**

11/04/2016 01:13 PM

11/04/2016 04:13 PM

Started On: 11/03/2016 06:00 PM



**WILLIAMSON COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

FIRM: Kleinfelder, Inc ("Engineer")

ADDRESS: 1826 Kramer Lane, Suite M, Austin, TX, 78758

PROJECT: Wilco Road Bond Agreement *ON-CALL Geotechnical Eng. ("Project")*

*Construction Materials Eng. & Testing*

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, 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 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 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. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition
- K. TxDOT Bridge Design Manual - LRFD, latest edition
- L. TxDOT Geotechnical 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** **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "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 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 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 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 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 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 Engineering Services are completed in accordance with each

applicable Work Authorization or any Supplemental Work Authorization related thereto. Any 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 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 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 Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with 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 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 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 **Five Hundred Thousand Dollars (\$ 500,000 )** (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 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 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 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 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 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 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 (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.

## **ARTICLE 6**

### **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor 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 Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. 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 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 Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the County Auditor 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 ENGINEERING SERVICES**

The Engineer shall not proceed with any task of the 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 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:

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

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:

David Boes  
1826 Kramer Land  
Suite M  
Austin, TX 78758

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 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 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 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 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 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 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 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 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 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 Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the 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 Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## **ARTICLE 12**

### **ADDITIONAL 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 Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional 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 Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional 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 Engineering Services, a written Work Authorization, which sets forth the Additional 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 Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## **ARTICLE 13**

### **CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of 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 Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to 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 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 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 "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 Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the 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 Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such 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 Engineering Services, and adequate and sufficient personnel and equipment to perform the 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 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 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 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 ENGINEERING SERVICES**

Engineer's 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 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 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 Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the 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 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 Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's 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 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 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 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 Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the 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 Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the 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 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 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 Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the 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 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 engineering submissions to County in accordance with the Texas 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 \$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 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: Prime Strategies, Inc.  
Attn: Michael Weaver  
1508 South Lamar Blvd.  
Austin, Texas 78704

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

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

and to: Office of General Counsel  
Williamson County  
710 Main Street, Suite 102  
Georgetown, Texas 78626

**Engineer:** Kleinfelder, Inc.  
1826 Kramer Lane  
Suite M  
Austin, TX 78758

## **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 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 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.

### **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**

Kleinfelder, Inc.

By: \_\_\_\_\_

Printed Name: David Boes

Title: Regional Manager/Vice President

Date: \_\_\_\_\_, 20\_\_\_\_

OK  
M 11/4/2016

### **LIST OF EXHIBITS ATTACHED**

- |                      |                                               |
|----------------------|-----------------------------------------------|
| (1) <b>Exhibit A</b> | Debarment Certification                       |
| (2) <b>Exhibit B</b> | Engineering Services                          |
| (3) <b>Exhibit C</b> | Work Authorization                            |
| (4) <b>Exhibit D</b> | Rate Schedule                                 |
| (5) <b>Exhibit E</b> | Williamson County Vendor Reimbursement Policy |
| (6) <b>Exhibit F</b> | Certificates of Insurance                     |

**EXHIBIT A  
DEBARMENT CERTIFICATION**

**STATE OF TEXAS**

§

§

**COUNTY OF WILLIAMSON**

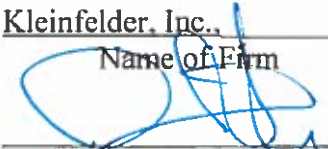
§

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.

Kleinfelder, Inc.,

Name of Firm

  
Signature of Certifying Official

David Boes

Printed Name of Certifying Official

Regional Manager/Vice President

Title of Certifying Official

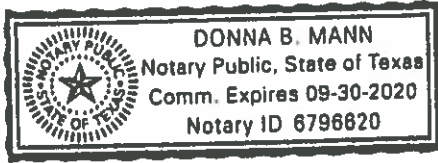
Oct.  
Date

31, 2016

(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 David Boes  
the Regional Manager / VP of Kleinfelder, Inc, on behalf of  
said firm.



Donna B. Mann  
Notary Public in and for the  
State of Texas

My commission expires: 9-30-2020

## **EXHIBIT B**

### **ENGINEERING SERVICES**



## EXHIBIT B – ENGINEERING SERVICES

The Scope of Services to be provided under the terms of this contract include:

Geotechnical Engineering Studies and Consultation  
Construction Materials Engineering and Testing

A detailed description of the scope of services should be provided for each specific Project Assignment as listed in each Work Authorization.

It is intended for the scope of services to be consistent with the Williamson County Professional Services Agreement. To the extent the scope is inconsistent with the Professional Services Agreement, the Professional Services Agreement will supersede the scope and will be controlling.

The Engineer shall provide expert testimony in any administrative or court proceedings through an appropriate engineering professional to be determined by County as additional services at the rate of compensation set forth in Exhibit D.

OK  
M 11/1/2016

## EXHIBIT C

### WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. \_\_\_\_\_

PROJECT: \_\_\_\_\_

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for 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 Kleinfelder, Inc. (the "Engineer").

Part 1. The Engineer will provide the following 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 ~~\$500,000~~.

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 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:

Kleinfelder, Inc.

Williamson County, Texas

By: [Signature]  
Signature

By: \_\_\_\_\_  
Signature

David Boes  
Printed Name

\_\_\_\_\_  
Printed Name

Regional Manager/Vice President  
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**

**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.

# Exhibit D

## KLEINFELDER 2016 HOURLY SCHEDULE

### PROFESSIONAL STAFF RATES\*

|                                            |              |
|--------------------------------------------|--------------|
| Professional .....                         | \$ 85/ hour  |
| Staff Professional/Engineer .....          | \$ 108/ hour |
| Project Professional/Engineer .....        | \$ 137/ hour |
| Principal Professional .....               | \$ 158/ hour |
| Senior Principal Professional .....        | \$ 197/ hour |
| Expert Witness Testimony .....             | \$ 210/ hour |
| Project Manager .....                      | \$ 137/ hour |
| Senior Project Manager/Engineer .....      | \$ 197/ hour |
| Designer/Drafter .....                     | \$ 78/ hour  |
| Senior Designer/Drafter .....              | \$ 103/ hour |
| Project Controls Professional .....        | \$ 95/ hour  |
| Senior Project Controls Professional ..... | \$ 147/ hour |

### TECHNICAL STAFF RATES

|                         |             |
|-------------------------|-------------|
| Technician .....        | \$ 56/ hour |
| Senior Technician ..... | \$ 66/ hour |
| Inspector .....         | \$ 78/ hour |

### ADMINISTRATIVE STAFF RATES

|                             |             |
|-----------------------------|-------------|
| Administrator .....         | \$ 63/ hour |
| Project Administrator ..... | \$ 78/ hour |

Minimum Charges for Office Time Per Day..... One Hour at Applicable Rate

~~Kleinfelder reserves the right to adjust the fee schedule on projects not completed within 180 days from the contract signature date.~~

~~Public works projects or projects receiving public funds may be subject to Prevailing Wage laws. The above rates do not apply to projects subject to prevailing wages. Hourly rates for those projects will be supplied separately.~~

~~\* Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists.~~

~~Hourly rates assume that other direct costs will be billed and reimbursed by the client. Kleinfelder reserves the right to adjust the fee schedule on projects where other direct costs are not reimbursed.~~

# KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

## SOIL TESTS

| <b>SOIL DENSITY TESTS</b>            |                                   |     |        |      |
|--------------------------------------|-----------------------------------|-----|--------|------|
| Test                                 | Standard Test Method <sup>†</sup> | Fee |        |      |
| Standard Proctor, 4" Mold            | D698, T99                         | \$  | 235.00 | each |
| Standard Proctor, 6" Mold            | D698, T99                         | \$  | 235.00 | each |
| Modified Proctor, 4" Mold            | D1557, T180                       | \$  | 259.00 | each |
| Modified Proctor, 6" Mold            | D1557, T180                       | \$  | 259.00 | each |
| Proctor Oversize Correction          | D4718                             | \$  | 50.00  | each |
| Minimum and Maximum Relative Density | D4254, D4253                      | \$  | 347.00 | each |
| Moisture/Density, TEX 113-E          | TEX113-E                          | \$  | 249.00 | each |
| Moisture/Density, TEX 114-E          | TEX114-E                          | \$  | 249.00 | each |

| <b>SOIL CLASSIFICATION AND INDEX TESTS</b>                             |                                   |     |        |      |
|------------------------------------------------------------------------|-----------------------------------|-----|--------|------|
| Test                                                                   | Standard Test Method <sup>†</sup> | Fee |        |      |
| Sieve Analysis, % Finer than 200 Sieve                                 | D1140                             | \$  | 78.00  | each |
| Sieve Analysis, Fine                                                   | D422, D6913, T88                  | \$  | 78.00  | each |
| Sieve Analysis, Coarse                                                 | D422, D6913, T88                  | \$  | 78.00  | each |
| Hydrometer Analysis ( <i>Requires a Sieve Analysis, not included</i> ) | D422, D7928                       | \$  | 175.00 | each |
| Water Content                                                          | D2216, D4363, T265                | \$  | 25.00  | each |
| Water Content and Dry Unit Weight                                      | D2216, D2937, D7263               | \$  | 45.00  | each |
| Atterberg Limits, Single Point                                         | D4318-B, T89, T90                 | \$  | 80.00  | each |
| Soil Specific Gravity                                                  | D854, T100                        | \$  | 71.00  | each |
| Soil Organic Content                                                   | D2974-C                           | \$  | 75.00  | each |
| Soil pH                                                                | D4972, G51                        | \$  | 46.00  | each |
| Soil Resistivity                                                       | G187                              | \$  | 215.00 | each |
| Chloride Content                                                       |                                   | \$  | 60.00  | each |
| Sulfate Content                                                        |                                   | \$  | 60.00  | each |

| <b>SOIL BEARING PRESSURE TESTS</b>                                     |                                   |     |        |      |
|------------------------------------------------------------------------|-----------------------------------|-----|--------|------|
| Test                                                                   | Standard Test Method <sup>†</sup> | Fee |        |      |
| California Bearing Ratio, Single Point ( <i>proctor not included</i> ) | D1883, T193                       | \$  | 350.00 | each |
| California Bearing Ratio, 3 Points ( <i>proctor not included</i> )     | D1883, T193                       | \$  | 650.00 | each |

| <b>SOIL BEARING PRESSURE TESTS (continued)</b>                       |                                   |     |        |      |
|----------------------------------------------------------------------|-----------------------------------|-----|--------|------|
| Test                                                                 | Standard Test Method <sup>†</sup> | Fee |        |      |
| Stabilized Soil UC Strength, 1 Point ( <i>proctor not included</i> ) | D1633, D5102                      | \$  | 175.00 | each |
| Stabilized Soil UC Strength, Set of 3                                | D1633, D5102                      | \$  | 950.00 | each |
| Eades and Grim Test (Opt. Lime Content)                              | C977                              | \$  | 175.00 | each |

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<sup>†</sup>Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

# KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

## SOIL TESTS (continued)

| <b>SOIL STRENGTH AND PERMEABILITY TESTS</b>  |                       |     |          |      |
|----------------------------------------------|-----------------------|-----|----------|------|
| Test                                         | Standard Test Method† | Fee |          |      |
| Pocket Penetration Value                     |                       | \$  | 15.00    | each |
| Unconfined Compressive Strength              | D2166, T208           | \$  | 50.00    | each |
| Direct Shear, 1 Point                        | D3080, T236           | \$  | 300.00   | each |
| Direct Shear, 3 Points                       | D3080, T236           | \$  | 400.00   | each |
| Direct Shear, Residual Strength, Each Pt     | D3080-Modified        | \$  | 210.00   | each |
| Consolidation without Time Rate Plots        | D2435-Modified        | \$  | 345.00   | each |
| Consolidation with 2 Time Rate Plots         | D2435-A, T216-A       | \$  | 450.00   | each |
| Consolidation, All Loads with Time Rates     | D2435-B, T216-B       | \$  | 630.00   | each |
| One Dimensional Free Swell                   | D4546                 | \$  | 155.00   | each |
| One Dimensional Swell, Percent Heave         | D4546                 | \$  | 250.00   | each |
| One Dimensional Swell with Consolidation     | D4546                 | \$  | 465.00   | each |
| Expansion Index                              | D4829                 | \$  | 185.00   | each |
| Denver Swell Test                            |                       | \$  | 95.00    | each |
| Permeability, Rigid Wall                     | D2434                 | \$  | 420.00   | each |
| Permeability, Flexible Wall                  | D5084-C               | \$  | 380.00   | each |
| Triaxial Compression, CU, 1 Point            | D4767, T297           | \$  | 475.00   | each |
| Triaxial Compression, CU, 3 Points           | D4767, T297           | \$  | 1,250.00 | each |
| Triaxial Compression, UU, 1 Point            | D2850, T296           | \$  | 210.00   | each |
| Triaxial Compression, UU, 3 Points           | D2850, T296           | \$  | 575.00   | each |
| Triaxial Compression, UU Saturated, 1 Point  | D2850-Modified        | \$  | 285.00   | each |
| Triaxial Compression, UU Saturated, 3 Points | D2850-Modified        | \$  | 790.00   | each |
| Triaxial Test, TEX117E, Part I               | TEX117E               | \$  | 2,250.00 | each |
| Triaxial Test, TEX117E, Part II              | TEX117E               | \$  | 2,250.00 | each |

## AGGREGATE TESTS

| Test                                                                | Standard Test Method† | Fee |        |      |
|---------------------------------------------------------------------|-----------------------|-----|--------|------|
| Acid Solubility                                                     | AWWA B100             | \$  | 115.00 | each |
| Clay Lumps and Friable Particles, per size <i>*(see note below)</i> | C142, T112            | \$  | 75.00  | each |
| Coarse Specific Gravity & Absorption                                | C127, T85             | \$  | 80.00  | each |
| Fine Specific Gravity & Absorption                                  | C128, T84             | \$  | 105.00 | each |
| Coarse Durability                                                   | D3744, T210           | \$  | 140.00 | each |
| Fine Durability                                                     | D3744, T210           | \$  | 140.00 | each |
| Flat and Elongated Particles, per size <i>*(see note below)</i>     | D4791                 | \$  | 110.00 | each |
| Fractured Faces, per size <i>*(see note below)</i>                  | D5821, T335           | \$  | 105.00 | each |
| Los Angeles Abrasion, Large Aggregate                               | C535                  | \$  | 350.00 | each |
| Los Angeles Abrasion, Small Aggregate                               | C131, T96             | \$  | 275.00 | each |
| Mortar Sand Strength                                                | C87, CTM515           | \$  | 580.00 | each |
| Organic Impurities                                                  | C40, T21              | \$  | 65.00  | each |
| Sand Equivalent, 3 points                                           | D2419, T176           | \$  | 115.00 | each |
| Sieve Analysis, % Finer than 200 Sieve                              | C117, T11             | \$  | 78.00  | each |

†Common ASTM, AASHTO and DOT test methods.

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- Those beginning with T are AASHTO methods.

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## KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

### AGGREGATE TESTS (continued)

|                                          |                   |    |        |      |
|------------------------------------------|-------------------|----|--------|------|
| Sieve Analysis, Fine                     | C136, T27         | \$ | 78.00  | each |
| Sieve Analysis, Coarse                   | C136, T27         | \$ | 78.00  | each |
| Soundness of Aggregate* (see note below) | C88, T104         | \$ | 300.00 | each |
| Unit Weight                              | C29, T19          | \$ | 40.00  | each |
| Water Content                            | D2216, C566, T255 | \$ | 25.00  | each |
| Texas Wet Ball Mill                      | TEX116E           | \$ | 250.00 | each |
| Decantation Wash                         | TEX406A           | \$ | 40.00  | each |

*\*Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.*

### CONCRETE TESTS

| Test                                     | Standard Test Method† | Fee |          |      |
|------------------------------------------|-----------------------|-----|----------|------|
| Concrete Compression                     | C39                   | \$  | 22.00    | each |
| Concrete Core Compression                | C42                   | \$  | 40.00    | each |
| Concrete Creep                           | C512                  | \$  | 2,000.00 | each |
| Concrete Cylinder Unit Weight            | C567                  | \$  | 50.00    | each |
| Concrete Drying Shrinkage, set of 3      | C157                  | \$  | 500.00   | each |
| Concrete Flexural Strength               | C78                   | \$  | 50.00    | each |
| Concrete Modulus of Elasticity           | C469                  | \$  | 300.00   | each |
| Concrete Splitting Tensile Strength      | C496                  | \$  | 90.00    | each |
| Concrete Core Thickness                  | C174                  | \$  | 20.00    | each |
| Concrete Laboratory Trial Batch          | C192                  | \$  | 1,250.00 | each |
| RCC Compression                          | C39                   | \$  | 65.00    | each |
| Shotcrete Compression                    | C1140                 | \$  | 80.00    | each |
| Concrete Absorption after 3-Hour Boil    | C497                  | \$  | 160.00   | each |
| Concrete Absorption after 5-Hour Boil    | C497, C642            | \$  | 160.00   | each |
| Concrete Absorption after 10-Minute Soak | C497                  | \$  | 105.00   | each |
| CLSM Compression                         | D4832                 | \$  | 22.00    | each |
| Concrete Permeability                    | COE CRD C 48          | \$  | 2,800.00 | each |
| Concrete Chloride Ion Penetration        | C1202                 | \$  | 750.00   | each |

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†Common ASTM, AASHTO and DOT test methods.

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- Those beginning with T are AASHTO methods.



**KLEINFELDER FEE SCHEDULE FOR  
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

**ASPHALT TESTS**

| <b>MIX PROPERTY TESTS</b>                                               |                                         |            |        |      |
|-------------------------------------------------------------------------|-----------------------------------------|------------|--------|------|
| <b>Test</b>                                                             | <b>Standard Test Method<sup>†</sup></b> | <b>Fee</b> |        |      |
| Air Voids Determination ( <i>calculation only</i> )                     | D3203                                   | \$         | 50.00  | each |
| VMA Determination ( <i>calculation only</i> )                           |                                         | \$         | 55.00  | each |
| VFA Determination ( <i>calculation only</i> )                           |                                         | \$         | 55.00  | each |
| Volumetric Properties ( <i>calculation only</i> )                       |                                         | \$         | 55.00  | each |
| Gradation of Extracted Aggregate                                        | D5444                                   | \$         | 120.00 | each |
| AC Core Thickness                                                       | D3549                                   | \$         | 15.00  | each |
| AC Content by Extraction                                                | D2172                                   | \$         | 210.00 | each |
| Hveem Stability                                                         | D1560                                   | \$         | 340.00 | each |
| Hveem Stability without Compaction                                      | D1560                                   | \$         | 175.00 | each |
| AC Content by Ignition Oven                                             | D6307, T308                             | \$         | 150.00 | each |
| AC Ignition Oven Calibration ( <i>determination of mix correction</i> ) | D6307                                   | \$         | 315.00 | each |
| AC Moisture Content                                                     | T329                                    | \$         | 55.00  | each |
| AC Content by Nuclear Gauge                                             | D4125                                   | \$         | 220.00 | each |
| Marshall Stability and Flow ( <i>does not include compaction</i> )      | D6927                                   | \$         | 160.00 | each |
| AC Swell                                                                | CTM305                                  | \$         | 110.00 | each |
| AC Core Unit Weight & Thickness                                         | D1188, D2726, D3549                     | \$         | 55.00  | each |

| <b>DESIGN AND DENSITY TESTS</b>      |                                         |            |          |      |
|--------------------------------------|-----------------------------------------|------------|----------|------|
| <b>Test</b>                          | <b>Standard Test Method<sup>†</sup></b> | <b>Fee</b> |          |      |
| Centrifuge Kerosene Equivalent       | CTM303                                  | \$         | 250.00   | each |
| Film Stripping                       | CTM302                                  | \$         | 130.00   | each |
| Index of Retained Strength           | D1075                                   | \$         | 1,050.00 | each |
| Unit Weight, Gyratory Method         | T312                                    | \$         | 370.00   | each |
| Unit Weight, Hveem Method            | D1561                                   | \$         | 300.00   | each |
| Unit Weight, Marshall Method         | D6926                                   | \$         | 220.00   | each |
| Maximum Theoretical Specific Gravity | D2041                                   | \$         | 85.00    | each |
| Mix Design, Hveem Method W/RAP       |                                         | \$         | 7,600.00 | each |
| Mix Design, Hveem Method             |                                         | \$         | 5,400.00 | each |
| Mix Design, Marshall Method          |                                         | \$         | 3,000.00 | each |
| Mix Design, Superpave Method         |                                         | \$         | 6,000.00 | each |
| Caltrans Opt Bitumen Content OGFC    | CTM368                                  | \$         | 1,575.00 | each |
| Hamburg Wheel Track, Set of 2        |                                         | \$         | 1,100.00 | each |

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<sup>†</sup>Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

**KLEINFELDER FEE SCHEDULE FOR  
GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES**

**METAL TESTS**

| <b>METAL TESTS</b> |                       |     |       |      |
|--------------------|-----------------------|-----|-------|------|
| Test               | Standard Test Method† | Fee |       |      |
| Bend               | A370, E290            | \$  | 40.00 | each |

**DIMENSION STONE TESTS**

| <b>DIMENSION STONE</b>                  |                       |     |        |       |
|-----------------------------------------|-----------------------|-----|--------|-------|
| Test                                    | Standard Test Method† | Fee |        |       |
| Dimension Stone, Absorption/Spec. Grav. | C97                   | \$  | 220.00 | set/5 |
| Dimension Stone, Compressive Strength   | C170                  | \$  | 220.00 | set/5 |
| Dimension Stone, Flexural Strength      | C880                  | \$  | 220.00 | set/5 |
| Dimension Stone, Modulus Of Rupture     | C99                   | \$  | 220.00 | set/5 |

**SAMPLE PREPARATION**

| <b>SAMPLE PREPARATION</b>    |                       |     |        |      |
|------------------------------|-----------------------|-----|--------|------|
| Test                         | Standard Test Method† | Fee |        |      |
| Rock Sample Preparation      | D4543                 | \$  | 160.00 | each |
| Sample Crushing              |                       | \$  | 125.00 | each |
| Sample Cutting and Trimming  |                       | \$  | 31.00  | each |
| Sample Mixing and Processing |                       | \$  | 45.00  | each |
| Sample Preparation           |                       | \$  | 45.00  | each |
| Sample Preparation, per hour |                       | \$  | 56.00  | each |
| Sample Remolding             |                       | \$  | 80.00  | each |
| Contamination Fee            |                       | \$  | 250.00 | each |
| Sample Disposal Fee          |                       | \$  | 10.00  | each |

**EQUIPMENT CHARGE**

| <b>EQUIPMENT CHARGE</b> |     |        |      |      |
|-------------------------|-----|--------|------|------|
| Equipment / Test        | Fee |        |      |      |
| Nuclear Density Gauge   | \$  | 160.00 |      | Day  |
| Nuclear Density Gauge   | \$  | 26.00  |      | Test |
| Lime Depth Check        | \$  | 30.00  |      | each |
| Vehicle Charge          | \$  | 50.00  |      | each |
| Vehicle Mileage         | \$  | 0.64   | 0.54 | Mile |

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†Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.



## **EXHIBIT E**

### **Williamson County Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy 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**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Risk Strategies Company<br>2040 Main Street, Suite 450<br>Irvine, CA 92614<br><br>www.risk-strategies.com<br>CA DOI License No. 0F06675 | <b>CONTACT NAME:</b> Risk Strategies Company<br><b>PHONE (A/C, No, Ext):</b> 949-242-9240<br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> syoung@risk-strategies.com<br><br><b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Valley Forge Insurance Company<br><b>INSURER B:</b> Continental Insurance Company<br><b>INSURER C:</b><br><b>INSURER D:</b> American Casualty Company of Reading, PA<br><b>INSURER E:</b> Ace European Group Limited NAIC# AA1120810<br><b>INSURER F:</b> |
| <b>INSURED</b><br>The Kleinfelder Group, Inc.<br>(See Attached Named Insured Schedule)<br>550 West C Street, Suite 1200<br>San Diego, CA 92101             | <b>NAIC #</b><br>20508<br>35289<br><br>20427                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

**COVERAGES****CERTIFICATE NUMBER:** 32726715**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                   | ADDL INSD                                    | SUBR WVD                            | POLICY NUMBER                       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------|-------------------------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | <input checked="" type="checkbox"/>          | <input checked="" type="checkbox"/> | 6024504483                          | 4/1/2016                | 4/1/2017                | EACH OCCURRENCE \$ \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$100,000<br>MED EXP (Any one person) \$ \$15,000<br>PERSONAL & ADV INJURY \$ \$1,000,000<br>GENERAL AGGREGATE \$ \$2,000,000<br>PRODUCTS - COMP/OP AGG \$ \$2,000,000 |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                  | <input checked="" type="checkbox"/>          | <input checked="" type="checkbox"/> | 6024504466                          | 4/1/2016                | 4/1/2017                | COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                           |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                                     |                                              |                                     |                                     |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                                    |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                       | Y/N<br><input checked="" type="checkbox"/> N | N/A                                 | 6024362247 (AOS)<br>6024362233 (CA) | 4/1/2016<br>4/1/2016    | 4/1/2017<br>4/1/2017    | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ \$1,000,000                                       |
| E        | Professional Liability & Contractor's Pollution Liability                                                                                                                                                                                                                                                                                           |                                              |                                     | B0146LDUSA1603212                   | 4/1/2016                | 4/1/2017                | Each Claim: \$2,000,000<br>Aggregate: \$2,000,000                                                                                                                                                                                                     |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured including but not limited to Williamson County / HNTG. Williamson County, its directors, officers and employees are named as additional insureds and primary/non-contributory clause and a waiver of subrogation applies to the general and auto liability policies-see attached endorsements.

**CERTIFICATE HOLDER****CANCELLATION**

Williamson County Auditor  
Attn: Pam Navarrette  
710 Main Street, Suite 301  
Austin TX 78704

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian

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ACORD 25 (2016/03)

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## DESCRIPTION OF OPERATIONS CONTINUED:

**INSURED'S NAME:** THE KLEINFELDER GROUP, INC.

**CERT HOLDER NAME:** Williamson County Auditor  
Attn: Pam Navarrette

(Continued from Page 1)

### Named Insureds:

The Kleinfelder Group, Inc.  
Kleinfelder, Inc.  
Kleinfelder Associates  
Trinity Engineering Testing Corporation  
ERG, LLC  
CE2 Kleinfelder  
Kleinfelder East, Inc.  
Kleinfelder West, Inc.  
Kleinfelder Central, Inc.  
GeoSystems Engineering, Inc.  
Kleinfelder Engineering, P.C.  
Kleinfelder Southeast, Inc.  
S E A Consultants, Inc.  
Kleinfelder Oklahoma 100, LLC  
Kleinfelder Oklahoma 200, LLC  
Kleinfelder Texas 100, LLC  
Kleinfelder Texas 200, LLC  
Nodarse-Kleinfelder A Joint Venture LLC  
Kleinfelder Guam 101, LLC  
Kleinfelder Utah 100, LLC  
Kleinfelder Colorado 100, LLC  
Kleinfelder Kansas 100, LLC  
Kleinfelder International, Inc.  
Kleinfelder Australia Pty Ltd.  
LPG Environmental & Permitting Services, Inc.  
Buys and Associates, Inc.  
Kleinfelder Northeast, Inc.  
Kleinfelder New Mexico 100, LLC  
Kleinfelder Canada, Inc.  
Kleinfelder Drilling, Inc.  
Corrigan Consulting, Inc.  
Simon Wong Engineering, Inc.  
Omni Environmental, LLC  
A-1 Surveying  
OEI Consultants, Inc.  
Red Dog Technical Services, Inc.  
Hood Technical Services, Inc.  
Hood Resources Corp.  
927278 Alberta Ltd.  
943739 Alberta Ltd o/a Hood Engineering  
943743 Alberta Ltd.  
950347 Alberta Ltd. o/a Hood Tech  
1833383 Alberta Ltd.

**Named Insured:** The Kleinfelder Group, Inc.  
**Policy Number:** 6024504483  
**Effective Date:** 4/1/2016

*The following policy language is an excerpt from Valley Forge Insurance Company Commercial General Liability Coverage:*

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

#### **ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:
- (1) is currently in effect or becomes effective during the term of this **Coverage Part**; and
  - (2) was executed prior to:
    - (a) the **bodily injury** or **property damage**; or
    - (b) the offense that caused the **personal and advertising injury**,  
for which such additional insured seeks coverage.
- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- (1) a higher limit of insurance than required by such contract or agreement; or
  - (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.
- Any coverage granted by this endorsement shall apply only to the extent permissible by law.

#### **Engineers, Architects or Surveyors Engaged By You**

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

- a. in connection with the **Named Insured's** premises; or
- b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

#### **Lessor of Equipment**

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

#### **Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### **State or Governmental Agency or Subdivision or Political Subdivisions - Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.  
The coverage granted by this paragraph does not apply to:
  - a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
  - b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

#### **ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

#### **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION**

- A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:
1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
  2. All medical expenses under **Coverage C**,  
that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.
- B. All:
1. **Damages** under **Coverage B**, regardless of the number of locations involved;
  2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
  3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,  
will reduce the General Aggregate Limit shown in the Declarations.
- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:
1. a premises the **Named Insured** owns or rents; or
  2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

#### **GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT**

I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

- A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
- B. all medical expenses under **Coverage C**;

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.

II. All:

- A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;
- B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
- C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project.

will reduce the General Aggregate Limit shown in the Declarations.

III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.

IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.

VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

#### **WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the **Named Insured's** ongoing operations; or
- 2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

#### **SEPARATION OF INSUREDS:**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### **NOTICE OF CANCELLATION:**

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to the Certificate Holder 30 Days advance notice. (Form G-15115A Ed. 10/89)

All other terms and conditions of the Policy remain unchanged.

Named Insured: The Kleinfelder Group, Inc.

Policy Number: 6024504466

Effective Date: 4/1/2016



## ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

### SCHEDULE

| Name of Additional Insured Persons Or Organizations                                                |
|----------------------------------------------------------------------------------------------------|
| ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED UNDER A WRITTEN CONTRACT OR AGREEMENT. |

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

CNA 71527XX (Ed. 10/12)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** The Kleinfelder Group, Inc.

**Endorsement Effective Date:** 4/1/2016

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Blanket where required by a written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**Commissioners Court - Regular Session****21.****Meeting Date:** 11/15/2016

Rodriguez Labs Geotechnical Eng and Materials Testing On Call Contract

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

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on a Contract for On-Call Geotechnical Engineering and Materials Testing Services between Williamson County and Rodriguez Engineering Laboratories, LLC relating to the 2013 Road Bond Program.

**Background**

This contract has a \$500,000.00 Contract Compensation Cap. Work will only be authorized through work authorizations for specific projects.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**Rodriguez Lab OnCall Contract

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 11/09/2016

**Reviewed By**

Hal Hawes

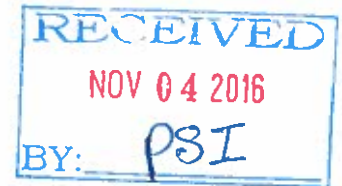
Wendy Coco

**Date**

11/08/2016 03:50 PM

11/09/2016 11:01 AM

Started On: 11/03/2016 06:29 PM



**WILLIAMSON COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** Rodriguez Engineering Laboratories, LLC ("Engineer")  
**ADDRESS:** 13809 Turbine Drive, Austin, TX 78728  
**PROJECT:** Geotechnical Engineering and Materials Testing ("Project")

**THE STATE OF TEXAS**                   §  
                                                 §  
**COUNTY OF WILLIAMSON**           §

**THIS CONTRACT FOR ENGINEERING SERVICES** ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, 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 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 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. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition
- K. TxDOT Bridge Design Manual - LRFD, latest edition
- L. TxDOT Geotechnical 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**

#### **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "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 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 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 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 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 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 Engineering Services are completed in accordance with each

applicable Work Authorization or any Supplemental Work Authorization related thereto. Any 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 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 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 Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with 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 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 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 **Five Hundred Thousand Dollars (\$500,000.00)** (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 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 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 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 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 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 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 (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.

## **ARTICLE 6**

### **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor 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 Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. 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 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 Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the County Auditor 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 ENGINEERING SERVICES**

The Engineer shall not proceed with any task of the 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 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:

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

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: ✓

Jose Melendez, P.E.  
Rodriguez Engineering Laboratories, LLC  
13809 Turbine Drive  
Austin, TX 78728

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 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 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 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 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 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 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 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 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 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 Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the 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 Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## **ARTICLE 12**

### **ADDITIONAL 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 Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional 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 Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional 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 Engineering Services, a written Work Authorization, which sets forth the Additional 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 Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## **ARTICLE 13**

### **CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of 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 Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to 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 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 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 "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 Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the 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 Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such 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 Engineering Services, and adequate and sufficient personnel and equipment to perform the 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 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 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 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 ENGINEERING SERVICES**

Engineer's 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 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 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 Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the 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 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 Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's 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 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 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 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 Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the 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 Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the 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 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 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 Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the 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 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 engineering submissions to County in accordance with the Texas 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 \$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 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: Prime Strategies, Inc.  
Attn: Michael Weaver  
1508 South Lamar Blvd.  
Austin, Texas 78704



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 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

OK  
M 11/7/2016

With copy to:

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

and to:

HNTB  
~~14 Galloping Road~~ 101 E Old Settlers Blvd., #100  
Round Rock, Texas 78681 78664  
Attn: Richard Ridings, P.E.

and to:

Office of General Counsel  
Williamson County  
710 Main Street, Suite 102  
Georgetown, Texas 78626

OK  
7/11/2016

**Engineer:** Jose Melendez, P.E.  
Rodriguez Engineering Laboratories, LLC  
13809 Turbine Drive  
Austin, TX 78728

## **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 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 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.

### **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**

Rodriguez Engineering Laboratories, LLC

By \_\_\_\_\_

Printed Name: Jose Melendez, P.E.

Title: Laboratory Engineer

Date: November 4, 2016

OK  
M 11/7/2016

### **LIST OF EXHIBITS ATTACHED**

- |                      |                                               |
|----------------------|-----------------------------------------------|
| <b>(1) Exhibit A</b> | Debarment Certification                       |
| <b>(2) Exhibit B</b> | Engineering Services                          |
| <b>(3) Exhibit C</b> | Work Authorization                            |
| <b>(4) Exhibit D</b> | Rate Schedule                                 |
| <b>(5) Exhibit E</b> | Williamson County Vendor Reimbursement Policy |
| <b>(6) Exhibit F</b> | 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;

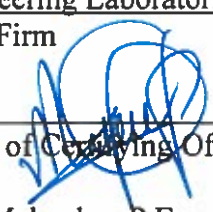
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(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.

Rodriguez Engineering Laboratories, LLC

Name of Firm

  
\_\_\_\_\_  
Signature of Certifying Official

Jose Melendez, P.E.

Printed Name of Certifying Official

Laboratory Engineer

Title of Certifying Official

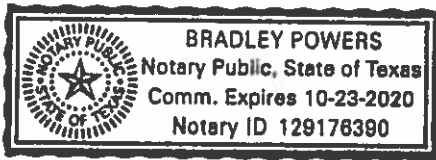
November 4, 2016  
Date

OK  
my 11/7/2016

(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 Jose Melendez  
the 4<sup>th</sup> of November 2016, on behalf of  
said firm.



Bradley Powers  
Notary Public in and for the  
State of Texas

My commission expires: 10/23/2020

## **EXHIBIT B**

### **ENGINEERING SERVICES**

Rodriguez Engineering Laboratories, LLC is a full-service construction materials engineering and testing firm headquartered in Austin, Texas at 13809 Turbine Drive. We are equipped to perform all normal asphalt, asphaltic concrete, Portland cement concrete, and soils tests, both laboratory and field, and our personnel familiar with FAA and TxDOT specifications and test procedures. We also are equipped to perform complete geotechnical investigations and can provide construction inspection services.

R.E.L. is AASHTO accredited in asphalt, asphaltic concrete, soils, aggregate and Portland cement concrete testing. In addition to our Austin facility, R.E.L. has AASHTO accredited laboratories located in Arlington, Ft. Worth, and Spring, Texas. REL is also pre-certified by TxDOT to perform work in these areas and also to perform certification of other laboratories and their personnel for testing on Central Texas Turnpike projects.

R.E.L. is currently pre-certified by TxDOT to perform 12.1.1 Asphaltic Concrete Testing, 12.1.2 Portland Cement Concrete Testing, 12.2.1 Plant Inspection and Testing, 14.1.1. Soil Exploration, 14.2.1 Geotechnical Testing and 14.3.1. Transportation Foundation Studies (Firm Sequence No. 00000303).

We have performed HMAC and PCC testing for the City of Austin since 1994 and for the Austin District of TxDOT since 1992. REL has also performed geotechnical investigations and construction materials testing on several projects in Williamson County.

With over 34 years of Construction Materials Engineering experience, Oscar H. Rodriguez, P.E. is recognized as one of the experts in his field. He has served as principal engineer and principal of R.E.L. from its founding in April of 1992 to the present. Oscar has performed design work, supervised quality control and handled troubleshooting on numerous TxDOT projects and has investigated many HMAC and PCC pavement problems, determined the cause and prepared recommendations for rehabilitation. In addition to having a M.S. in Civil Engineering, Jose Melendez, P.E. is very experienced in geotechnical investigations. Mr. Melendez serves as laboratory engineer of R.E.L. and is responsible for coordination of geotechnical investigations and construction materials testing.

## EXHIBIT C

### WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. \_\_\_\_\_  
PROJECT: \_\_\_\_\_

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for 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").

Part 1. The Engineer will provide the following 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 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:

Rodriguez Engineering Laboratories, LLC

Williamson County, Texas

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Jose Melendez, P.E.  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Laboratory Engineer  
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**

**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.

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# EXHIBIT D

## RATE SCHEDULE

|                                                                                               | Unit       | Fees       |
|-----------------------------------------------------------------------------------------------|------------|------------|
| <b>1. Field Technician (2 hr. minimum)</b>                                                    |            |            |
| 1.1 Soil Technician                                                                           | Per hr     | \$55.00    |
| 1.2 Concrete Technician TxDOT or ACI Grade I                                                  | Per hr     | \$55.00    |
| 1.3 Asphalt Technician                                                                        |            |            |
| 1.3.1 TxDOT Certified Technician (Level IA & IB)                                              | Per hr     | \$55.00    |
| 1.3.2 TxDOT Certified Technician (Level II)                                                   | Per hr     | \$75.00    |
| 1.4 Senior Field Inspector                                                                    | Per hr     | \$75.00    |
| 1.5 Structural Steel Technician                                                               |            |            |
| 1.5.1 CWI                                                                                     | Per hr     | \$90.00    |
| 1.5.2 NDT Level II                                                                            | Per hr     | \$90.00    |
| 1.6. Bolting Inspection                                                                       | Per hr     | \$90.00    |
| 1.7 NICET Level III                                                                           | Per hr     | \$90.00    |
| <b>2. Field Testing Equipment (2 hr. minimum, technician time not included)</b>               |            |            |
| 2.1 Vehicle                                                                                   |            |            |
| 2.1.1 Vehicle (Within 50 miles from our office)                                               | Per day    | \$50.00    |
| 2.1.2 Vehicle (More than 50 miles from our office)                                            | Per mile   | \$0.54     |
| 2.2 Dye Penetrant — Magnetic Particle Supplies                                                |            | At Cost    |
| 2.3 Ultrasonic Testing Equipment                                                              | Per hr     | \$23.00    |
| 2.4 Concrete Coring Equipment                                                                 | Per hr     | \$39.00    |
| 2.4.1 Concrete Core Bit Charges                                                               |            |            |
| 2.4.1.1 3 inch diameter core                                                                  | Per inch   | \$4.50     |
| 2.4.1.2 4 inch diameter core                                                                  | Per inch   | \$5.50     |
| 2.4.1.3 6 inch diameter core                                                                  | Per inch   | \$7.70     |
| 2.5 Heavy Falling Weight Deflectometer (20 Test-points minimum, Technician time not included) | Test Point | \$20.00    |
| 2.6 Profilograph Testing (Technician time not included)                                       | Day        | \$400.00   |
| <b>3. Testing of Soils and Base Materials</b>                                                 |            |            |
| 3.1 Bulk Sample Pick-Up                                                                       |            |            |
| 3.1.1 Inside the City of Austin ETJ (2 hrs or less tech time)                                 | Per Trip   | \$110.00   |
| 3.1.2 Outside the City of Austin ETJ (2 hrs Minimum)                                          | Per hr     | \$55.00    |
| 3.2 Field Nuclear Density (Without Technician Time (3 Minimum))                               | Per ea     | \$39.00    |
| 3.3 Sample Preparation (TEX-101-E)                                                            | Per ea     | \$68.00    |
| 3.4 Natural Moisture Content (TEX-103-E)                                                      | Per ea     | \$20.00    |
| 3.5 Sieve Analysis (TEX-110-E)                                                                | Per ea     | \$71.00    |
| 3.6 Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)            | Per ea     | \$71.00    |
| 3.7 Percent Passing No. 200 Sieve (TEX-111-E)                                                 | Per ea     | \$46.00    |
| 3.8 Bar Linear Shrinkage of Soils (TEX-107-E)                                                 | Per ea     | \$60.00    |
| 3.9 Moisture Density Relationship (ASTM D 698) Standard Proctor Compaction Test)              | Per ea     | \$253.00   |
| 3.10 Moisture Density Relationship (ASTM D 1557) (Modified Proctor Compaction Test)           | Per ea     | \$253.00   |
| 3.11 Moisture Density Relationship (TEX-113-E) Compaction Test                                | Per ea     | \$253.00   |
| 3.12 Moisture Density Relationship (TEX-114-E, Part I) Compaction Test                        | Per ea     | \$253.00   |
| 3.13 Moisture Density Relationship (TEX-114-E, Part II) Compaction Test                       | Per ea     | \$280.00   |
| 3.14 Texas Triaxial Compression Test on Base Material TEX- 117E, Part II; including the       |            |            |
| 3.15 Molding, Curing and Testing 8 Specimens                                                  | Per ea     | \$1,265.00 |
| 3.3 Sample Preparation (TEX-101-E)                                                            | Per ea     | \$55.00    |
| 3.5 Sieve Analysis (TEX-110-E)                                                                | Per ea     | \$71.00    |
| 3.6 Atterberg Limits (TEX-104-E, TEX-105-E, TEX-106-E)                                        | Per ea     | \$71.00    |
| 3.8 Bar Linear Shrinkage of Soils (TEX-107-E)                                                 | Per ea     | \$60.00    |
| 3.11 Moisture Density Relationship (TEX-113-E) Compaction Test                                | Per ea     | \$253.00   |
| 3.16 Wet Ball Mill (TEX-116-E)                                                                | Per ea     | \$220.00   |

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## EXHIBIT D

### RATE SCHEDULE

|                                                                                            | Unit      | Fees     |
|--------------------------------------------------------------------------------------------|-----------|----------|
| 3.17 Permeability/Conductivity of Silt or Clay (ASTM D 5084)                               | Per ea    | \$425.00 |
| 3.18 Sample Remolding                                                                      | Per ea    | \$58.00  |
| 3.19 Soil Specific Gravity (TEX-108-E)                                                     | Per ea    | \$68.00  |
| 3.20 Soil Lime Compression Test (TEX-121-E), per specimen                                  | Per ea    | \$74.00  |
| 3.21 Resistivity of Soils (TEX-129-E)                                                      | Per ea    | \$99.00  |
| 3.22 Lime Series Curve (ASTM D 4318)                                                       | Per point | \$99.00  |
| 3.23 Stabilization Ability of Lime by Soil pH (TEX-121-E Part III) up to 6 Points          | Per Each  | \$270.00 |
| 3.24 Field Gradation of Lime Soil (1.75, 0.75, No 4 Sieve), in addition to technician time | Per Point | \$20.00  |
| 3.25 Soluble Sulfate Content (TEX-145-E)                                                   | Per ea    | \$95.00  |
| 3.26 pH of Soils (TEX-128-E)                                                               | Per ea    | \$65.00  |
| 3.27 Hydrometer Analysis (ASTM D 422) (Without mechanical sieve analysis)                  | Per ea    | \$104.00 |
| 3.28 Thickness Determination (Tex-140-E), in addition to technician time                   | Per ea    | \$18.00  |
| <b>4. Testing of Concrete and Aggregates</b>                                               |           |          |
| 4.1 Sample Pick-Up                                                                         |           |          |
| 4.1.1 Inside the City of Austin ETJ (2 hrs or less tech time)                              | Per Trip  | \$110.00 |
| 4.1.2 Outside the City of Austin ETJ ( 2 hrs Minimum)                                      | Per hr    | \$55.00  |
| 4.2 Aggregate Gradation (TEX-401-A)                                                        | Per ea    | \$71.00  |
| 4.3 Specific Gravity of Aggregate                                                          | Per ea    | \$55.00  |
| 4.4 Absorption of Aggregate                                                                | Per ea    | \$36.00  |
| 4.5 Unit Weight of Aggregate                                                               | Per ea    | \$36.00  |
| 4.6 Abrasion Test (TEX-410-A)                                                              | Per ea    | \$242.00 |
| 4.7 Decantation (TEX-406-E)                                                                | Per ea    | \$33.00  |
| 4.8 Organic Impurities, Tex-408-A                                                          | Per ea    | \$50.00  |
| 4.9 Soundness, Sodium or Magnesium, 5 cycles (Tex-411-A)                                   | Per ea    | \$355.00 |
| 4.10 Concrete Cylinder Compressive Strength (TEX-418-A)                                    | Per ea    | \$25.50  |
| 4.11 Beam Flexural Strength (TEX-420-A or TEX 448-A)                                       | Per ea    | \$38.50  |
| 4.12 Coarse Aggregate Angularity                                                           | Per ea    | \$74.00  |
| 4.13 Fine Aggregate Angularity                                                             | Per ea    | \$74.00  |
| 4.14 Flat, Elongated Particles                                                             | Per ea    | \$74.00  |
| 4.15 Deleterious Materials (Clay Lumps/Friable Part I)                                     | Per ea    | \$66.00  |
| 4.16 Crushed Face Count                                                                    | Per ea    | \$75.00  |
| 4.17 Sand Equivalent (Clay Content), Tex-203-F                                             | Per ea    | \$86.00  |
| <b>5. Testing of HMA and Liquid Asphalt</b>                                                |           |          |
| 5.1 Bag Sample Pick-up From Source, Project, or Field Office                               |           |          |
| 5.1.1 Inside the City of Austin ETJ (2 hrs or less tech time)                              | Per Trip  | \$110.00 |
| 5.1.2 Outside the City of Austin ETJ ( 2 hrs Minimum)                                      | Per hr    | \$55.00  |
| 5.2 Obtaining Field-cut Specimens                                                          |           |          |
| 5.2.1 0" to 6" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)           | Per ea    | \$93.50  |
| 5.2.2 > 6" to 10" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)        | Per ea    | \$104.50 |
| 5.2.3 > 10" to 14" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)       | Per ea    | \$137.50 |
| 5.2.4 > 14" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)              |           | \$137.50 |
| plus \$5 per inch beyond 14"                                                               |           | \$5.50   |
| 5.3 Specimen Molding by TGC, Tex-206-F (3 per set)                                         | Per ea    | \$60.00  |
| 5.4 Specimen Molding by SGC, Tex-241-F (3 per set)                                         | Per ea    | \$85.00  |
| 5.5 Bulk Density of Compacted Specimens, Tex-207-F, Part I (3 per set)                     | Per ea    | \$60.00  |
| 5.6 Hveem Stability, Tex-208-F (3 per set)                                                 | Per ea    | \$60.00  |
| 5.7 Asphalt Content by Extraction, Tex-210-F                                               | Per ea    | \$161.00 |
| 5.8 Asphalt Content by Ignition Oven, Tex-236-F                                            | Per ea    | \$161.00 |
| 5.9 Gradation of Aggregate from Extraction or Ignition, Tex-200-F                          | Per ea    | \$71.00  |

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**EXHIBIT D**  
**RATE SCHEDULE**

|                                                                                           | Unit     | Fees              |
|-------------------------------------------------------------------------------------------|----------|-------------------|
| 5.10 Maximum Theoretical Specific Gravity, Rice Method (TEX-227-F)                        |          |                   |
| 5.10.1 Bag Sample, Rice                                                                   | Per ea   | \$50.00           |
| 5.10.2 Core Sample, Rice                                                                  | Per ea   | \$60.00           |
| 5.11 Bulk Density of Core Specimens (Tex-207-F, Part I)                                   | Per ea   | \$24.00           |
| 5.12 Bulk Density of Core Specimens (Vacuum Method) (Tex-207-F, Part I & VI)              | Per ea   | \$60.00           |
| 5.13 Sand Equivalent, Tex-203-F                                                           | Per ea   | \$86.00           |
| 5.14 Micro Deval Abrasion (Tex-481-A)                                                     | Per ea   | \$220.00          |
| 5.15 Indirect Tensile Strength, Tex-226-F (Molding Not Included)                          | Per ea   | \$85.00           |
| 5.16 Residue by Evaporation                                                               | Per ea   | \$135.00          |
| 5.17 Boiling Stripping Test (Tex-530-C)                                                   | Per ea   | \$100.00          |
| 5.18 Hamburg Wheel Tracker (Tex-242-F)                                                    | Per ea   | \$500.00          |
| 5.19 Hamburg Wheel Tracker (Tex-242-F) (Molded by Client)                                 | Per ea   | \$350.00          |
| 5.20 Cantabro Loss (Tex-245-F) (Molding Not Included)                                     | Per ea   | \$100.00          |
| 5.21 Absorb Recovery, Tex-211-F (Extraction Not Included)                                 | Per ea   | \$214.00          |
| 5.22 Storage Stability (24 Hrs)                                                           | Per ea   | \$100.00          |
| 5.23 Density of Emulsified Asphalt (ASTM D6937)                                           | Per ea   | \$65.00           |
| 5.24 Demulsibility (Anionic or Cationic Emulsions)                                        | Per ea   | \$65.00           |
| 5.25 Viscosity (Brookfield or Saybolt)                                                    | Per ea   | \$55.00           |
| 5.26 Penetration                                                                          | Per ea   | \$57.00           |
| 5.27 Ductility                                                                            | Per ea   | \$91.00           |
| 5.28 Float Test                                                                           | Per ea   | \$75.00           |
| 5.29 Elastic Recovery                                                                     | Per ea   | \$75.00           |
| 5.30 Cement Mix                                                                           | Per ea   | \$65.00           |
| 5.31 Softening Point (Ring and Ball)                                                      | Per ea   | \$91.00           |
| 5.32 Absolute Viscosity (Cutback Asphalt or Coal Tars)                                    | Per ea   | \$57.00           |
| 5.33 Residue by Distillation (Cutback or Emulsified Asphalts)                             | Per ea   | \$135.00          |
| 5.34 Breaking Index (Asphalt Emulsions)                                                   | Per ea   | \$85.00           |
| 5.35 Sieve Test                                                                           | Per ea   | \$40.00           |
| 6. Geotechnical Services                                                                  |          |                   |
| 6.1 Mobilization/Demobilization (Within 50 miles from our office), 2-Man Crew with Rig    | Per ea   | \$250.00          |
| 6.2 Mobilization/Demobilization, 2-Man Crew with Rig (More than 50 miles from our office) | Per mile | \$3.20            |
| 6.3 Vehicle (Water Truck, Pick-Up, etc.)                                                  |          |                   |
| 6.3.1 Vehicle (Within 50 miles from our office)                                           | Per day  | \$50.00           |
| 6.3.2 Vehicle (More than 50 miles from our office)                                        | Per mile | <del>\$6.56</del> |
| 6.4 Technician (Drilling Support)                                                         |          |                   |
| 6.4.1 Helper, Engineering Technician (Mobilization/Demobilization)                        | Per hr   | \$55.00           |
| 6.4.2 Logger, Senior Engineering Technician (Portal to Portal)                            | Per hr   | \$75.00           |
| 6.5 Drilling                                                                              |          |                   |
| 6.5.1 Auger or Wash Borings, Soil (Add \$3.00/LF for drilling deeper than 50 ft)          | Per LF   | \$15.00           |
| 6.5.2 Auger or Coring, Soft Rock                                                          | Per LF   | \$20.00           |
| 6.5.3 Rock Coring                                                                         | Per LF   | \$22.50           |
| 6.6 Grout/Bentonite Backfill                                                              | Per LF   | \$4.50            |
| 6.7 Undisturbed Shelby Tube Sample                                                        | Per ea   | \$25.00           |
| 6.8 Standard Penetration Test                                                             | Per ea   | \$45.00           |
| 6.9 Texas Cone Penetration Test                                                           | Per ea   | \$45.00           |
| 6.10 Dynamic Cone Penetrometer (Without Technician time)                                  | Per ea   | \$125.00          |
| 6.11 Unconsolidated/Consolidated Undrained Triaxial (Multiple Stage)                      | Per ea   | \$515.00          |
| 6.12 Consolidated Drained Triaxial (Multiple Stage)                                       | Per ea   | \$750.00          |
| 6.13 Organic Content Determination                                                        | Per ea   | \$95.00           |

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## EXHIBIT D

### RATE SCHEDULE

|                                                                          | Unit    | Fees     |
|--------------------------------------------------------------------------|---------|----------|
| 6.14 Consolidation Test                                                  | Per ea  | \$525.00 |
| 6.15 California Bearing Ratio (CBR) Test                                 | Per ea  | \$485.00 |
| 6.16 Dry Unit Weight Test                                                | Per ea  | \$35.00  |
| 6.17 Unconfined Compressive Strength Test                                | Per ea  | \$55.00  |
| 6.18 Traffic Control (Safety Cones and Signs)                            | Per day | \$250.00 |
| 6.19 Traffic Control (Single Moving Lane Closure)                        | Per day | \$880.00 |
| 6.20 Flagging Services (Incl. Equipment, Set-up, Two-man Crew)           | Per day | \$980.00 |
| 6.21 Patching Bores/Cores                                                | Per ea  | \$25.00  |
| 6.22 Bulk Sample (Triaxial, Proctor, etc)                                | Per hr  | \$55.00  |
| 6.23 Cut & Excavate Test Pit on Pavement, Approx. 18"x18", Inc. Sampling | Per ea  | \$200.00 |
| 6.24 Standby Time (Drill Rig and Crew)                                   | Per hr  | \$195.00 |
| 7. Engineering Consultation                                              |         |          |
| 7.1 Principal                                                            | Per hr  | \$145.00 |
| 7.2 Senior Project Manager                                               | Per hr  | \$130.00 |
| 7.3 Project Manager                                                      | Per hr  | \$115.00 |
| 7.4 Project Engineer                                                     | Per hr  | \$115.00 |
| 7.5 Senior Geologist                                                     | Per hr  | \$106.00 |
| 7.6 Laboratory Manager                                                   | Per hr  | \$106.00 |
| 7.7 Graduate Engineer                                                    | Per hr  | \$85.00  |
| 7.8 Senior Engineering Technician                                        | Per hr  | \$75.00  |
| 7.9 Secretary/Clerical                                                   | Per hr  | \$48.00  |
| 8. Outside Services (Reimbursables)                                      |         | At Cost  |
| 9. Subconsultants                                                        |         | At Cost  |

- Ø Minimum call-out charge for technician and equipment is 2 hours. Charges are accrued portal to portal.
- Ø The densities test unit rate is based on a minimum of 3 tests per trip.
- Ø Transportation charges are applicable for all field testing assignments including sample pick up. but, if the technician is already at the job site, there is no sample pick up charges.
- Ø Subconsultants' fees shall be approved previous to work beginning.

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## **EXHIBIT E**

### **Williamson County Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy 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**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                            |                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER<br>Dragoo Insurance Agency<br>PO Box 81606<br><br>Austin TX 78708                                                 | CONTACT NAME: Lorrie Murray<br>PHONE (A/C, No, Ext): 409-898-4444 FAX (A/C, No):<br>E-MAIL ADDRESS: lml@gcia-tx.com                                                                                                                                                                                           |
| INSURED<br>Rodriguez Engineering Laboratories, LLC<br>DBA: Rodriguez Engineering<br>13809 Turbine Drive<br>Austin TX 78728 | INSURER(S) AFFORDING COVERAGE<br>INSURER A: American Casualty Co of Reading 20427<br>INSURER B: National Fire Ins of Hartford 002129<br>INSURER C: Transportation Ins Co 20494<br>INSURER D: Valley Forge Ins Co 20508<br>INSURER E: Undewriters @ Lloyds<br>INSURER F: Alterra Excess & Surplus Ins Co 33189 |

## COVERAGES

CERTIFICATE NUMBER Master 2016/17 COI

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                  | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                            |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                    | 5095145569    | 3/27/2016               | 3/27/2017               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>BLANKET 30 DAY NOC \$ |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS                                                   |                    | 5095145572    | 3/27/2016               | 3/27/2017               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                   |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                       |                    | 5095145586    | 3/27/2016               | 3/27/2017               | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                                      |
| D        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                             | Y/N<br>N/A         | 5095145605    | 3/27/2016               | 3/27/2017               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                         |
| E        | Professional Liab.                                                                                                                                                                                                                                                                                                 |                    | ANE1142449.16 | 3/24/2016               | 3/24/2017               | Limit Per Claim \$1,000,000                                                                                                                                                                                                                                       |
| F        | Professional Liab.                                                                                                                                                                                                                                                                                                 |                    | MAX7FL0001717 | 03/24/16                | 03/24/2017              | Limit Per Claim \$4,000,000                                                                                                                                                                                                                                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder: Williamson County Auditor, its directors, officers, and employees

The general liability, automobile liability and umbrella policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status and is to include Premises and Products & Completed Operations.

The general liability, automobile liability, umbrella and workers compensation policies include a blanket

## CERTIFICATE HOLDER

## CANCELLATION

Williamson County Auditor  
c/o Pam Navarrette  
710 Main Street, Suite 101  
Georgetown, TX 78626

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George Haynes/RG7

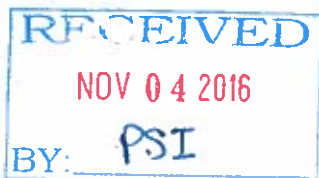
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## COMMENTS/REMARKS

automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The general liability, automobile liability, umbrella and workers compensation policies include a blanket notice of cancellation to certificate holders endorsement providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

The general liability contains a special endorsement with "Primary and Noncontributory" wording.



**Commissioners Court - Regular Session****22.****Meeting Date:** 11/15/2016

CR 110 South Atmos Utility Agreement

**Submitted By:** Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding a Standard Utility Agreement between Atmos Energy and Williamson County for utility relocations on CR 110 South, a Road Bond Project in Commissioner Pct. 4.

**Background**

Atmos has existing facilities in conflict with the CR 110 South project. The Standard Utility Agreement for the relocations is for a total amount of \$198,445.90. Atmos is 30.51% eligible for reimbursement. The total anticipated reimbursement to Atmos by the County is \$60,545.84 (30.51% of \$198,445.90).

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**[CR 110 S Atmos Utility Agreement](#)

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/08/2016 01:50 PM

## REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 3rd day of November 2016, by and between Atmos Energy Corporation (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

### WITNESSETH:

WHEREAS, Utility is the owner of certain 8" HDPE pipeline crossing County Road 110 South (herein called Facilities).

WHEREAS, County desires to construct proposed CR 110 South: From US 79 to 850' North of Limmer Loop. (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Atmos Energy relocation consist of: Installation of approximate 641 linear feet of 8" HDPE pipeline with approximately 175 feet of 12" steel casing within the Right of Way of County Road 110 near County Road 122 to accommodate Williamson County Road Improvement Project.
- County will reimburse Utility for 100% of eligible costs related to Engineering Services, Relocation, Inspection Services, Internal costs and other associated project costs as reflected in Attachment "A" Project Cost Estimate.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 641 lf of gas line along with apparatus defined as Work = \$198,445.90

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work as referenced in attached estimate. Final eligible costs may be more or less than the Estimate, which shall

not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work. Should the County delay or cancel the Project for any reason, County agrees to reimburse Utility for all associated costs, including but not limited to, preliminary design, engineering, survey, material purchasing, contract labor, etc.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.
5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment “A”)
3. Utility’s Schedule of Work and Estimated Date of Completion (Attachment “B”)
4. Eligibility Ratio (Attachment “C”)
5. Betterment Calculation and Estimates (Attachment “D”)
6. Proof of Property Interest – ROW-U-1A (Attachment “E”)
7. Wilco-U-80A – Joint Use Agreement (Attachment “F”)

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

**UTILITY**

Utility: Atmos Energy Corporation  
*Name of Utility*

By: *Jeffrey S. Knights*  
*Jeffrey S. Knights*

Jeffrey S. Knights  
*Print or Type Name*

Title: VP Technical Services, Mid-Tex Division

Date: 11/3/16

**WILLIAMSON COUNTY**

By: \_\_\_\_\_  
*Authorized Signature*

Dan A. Gattis  
*Print or Type Name*

Title: Williamson County Judge

Date: \_\_\_\_\_

**Attachment A**

**Plans, Specifications, and Estimated Costs**



PROJECT COST ESTIMATE  
C.R. 110 Widening Project  
Round Rock, TX (Williamson County)  
080.52459 / 7993415  
October 18, 2016

Installation of approximately 641 linear feet of 8-inch HDPE pipeline with approximately 175 feet of 12-inch steel casing within the R.O.W. of C.R. 110 near C.R. 122 to accommodate Williamson County Road Improvement Project. Approximately 670 feet of 8-inch poly will be abandoned in place.

**MATERIAL**

| Qty                         | Unit | Description                                          | Unit Cost      |                        |
|-----------------------------|------|------------------------------------------------------|----------------|------------------------|
| 641                         | feet | PIPE POLY 8 PE 3408/4710 YLW STRIPE SDR11            | \$ 10.33 /foot | \$6,621.53 ✓           |
| 175                         | feet | PIPE ERW 12 X .250W CS BARE BEV DRL X42              | \$ 28.27 /foot | \$4,947.25 ✓           |
| 10                          | ea   | ELL BF 8 90 DEG PE 4710                              | \$ 61.45 /ea   | \$614.50 ✓             |
| 4                           | ea   | ELL BF 8 45 DEG PE 3408                              | \$ 71.32 /ea   | \$285.28 ✓             |
| 8                           | ea   | CAP BF 8 PE 4710                                     | \$ 32.22 /ea   | \$257.76 ✓             |
| 8                           | ea   | COUPLING EF 8 PE 3408/PE 4710 SGL PIN GFCP 5757010   | \$ 38.16 /ea   | \$305.28 ✓             |
| 10                          | ea   | TEE TAP SDL FUS 8 X 3/4 PE 3408 BF (MONITOR)         | \$ 9.60 /ea    | \$96.00 ✓              |
| 10                          | ea   | TEE TAP SDL FUS 8 X 2 HV PE 3408/PE 4710 BF (BYPASS) | \$ 41.65 /ea   | \$416.50 ✓             |
| 10                          | ea   | CAP BF 2 PE 4710                                     | \$ 1.43 /ea    | \$14.30 ✓              |
| 10                          | ea   | CAP BF 3/4 PE 3408                                   | \$ 2.17 /ea    | \$21.70 ✓              |
| 1                           | lot  | misc fittings, tape and coating                      |                | \$160.00 ✓             |
|                             |      | Stores and Materials Overheads (16.441%)             |                | \$2,259.01 SEE NOTE #1 |
| <b>TOTAL MATERIAL COSTS</b> |      |                                                      |                | <b>\$15,999.11</b> ✓   |

**COMPANY LABOR**

|                                  |                                     |                |                           |
|----------------------------------|-------------------------------------|----------------|---------------------------|
| 90 hours                         | Operations                          | \$ 22.96 /hour | \$2,066.40 ✓              |
| 38 hours                         | Engineering/Construction Management | \$ 32.03 /hour | \$1,217.14 ✓              |
| 2 hours                          | Environmental                       | \$ 33.31 /hour | \$66.62 ✓                 |
|                                  | Labor Overhead (49.4257%)           |                | \$1,655.84 SEE NOTE #2    |
| <b>TOTAL COMPANY LABOR COSTS</b> |                                     |                | <hr/> <b>\$5,006.00</b> ✓ |

**CONSTRUCTION**

|                          |                                  |                |                      |
|--------------------------|----------------------------------|----------------|----------------------|
| 641 feet                 | INSTALL 8 INCH HDPE MAIN         | \$122.00 /foot | \$78,202.00 ✓        |
| 175 feet                 | INSTALL 12 INCH CASING PIPE      | \$118.85 /foot | \$20,798.75 ✓        |
| 670 feet                 | ABANDONMENT OF EXISTING GAS MAIN |                | \$500.00 SEE NOTE #3 |
| TOTAL CONSTRUCTION COSTS |                                  |                | <hr/> \$99,500.75 ✓  |

**CONTRACT EXPENSE**

|                              |                                         |                  |               |
|------------------------------|-----------------------------------------|------------------|---------------|
| 156 hours                    | Engineering Design & Project Management | \$ 150.64 /hour  | \$23,499.84 ✓ |
| 2 day                        | Survey                                  | \$ 4,250.00 /day | \$8,500.00 ✓  |
| 1 day                        | Cross Bore Inspection                   | \$ 1,400.00 /hr  | \$1,400.00 ✓  |
| 5 day                        | Right of Way                            | \$ 688.29 /day   | \$3,441.45 ✓  |
| 1 lot                        | misc expenses (postage, freight, etc)   | \$58.58 /lot     | \$58.58 ✓     |
| TOTAL CONTRACT EXPENSE COSTS |                                         |                  | \$36,899.87 ✓ |

|                           |                     |
|---------------------------|---------------------|
| <b>TOTAL DIRECT COSTS</b> | <b>\$157,405.73</b> |
|---------------------------|---------------------|

**Indirect**

|                                            |                    |
|--------------------------------------------|--------------------|
| Corporate Overhead (Corp A&G, BU A&G, etc) | \$41,040.17 ✓      |
| <b>TOTAL INDIRECT COSTS</b>                | <b>\$41,040.17</b> |

|                                      |                     |
|--------------------------------------|---------------------|
| <b>TOTAL ESTIMATED PROJECT COSTS</b> | <b>\$198,445.90</b> |
|--------------------------------------|---------------------|

**Notes**

- 1 - Stores and Materials Overheads: Overhead costs associated with warehousing of materials which is allocated to open capital projects.
- 2 - Labor Overheads: Benefits and associated overhead costs for company labor allocated as a percentage for company labor charged to open capital projects.
- 3 - Existing pipe abandoned in place or removed with \$0 salvage value.

*Bob*  
11/3/14

## **Attachment B**

### **Utility's Schedule of Work and Estimated Date of Completion**

**Estimated Start Date: Approx. 2 Weeks From NTP (Subject to Contractor Availability)**

**Estimated Completion Date: Approx. 3 Weeks Construction Duration**

## **Attachment C**

### **Eligibility Ratio**

**See Attachment "E" for proof of property interest, which is established at 30.51% ✓  
eligible.**

# ATTACHMENT "C"

## CR 110 South

DATE: 10/3/2016

### ELIGIBILITY RATIO SUMMARY

#### Atmos Energy

SHEET No. & Sta. Limits

|                              | LF<br>Non-Eligible | LF<br>Eligible | LF Outside of Project |
|------------------------------|--------------------|----------------|-----------------------|
| UEI-080.52459-23044-1303     | 280 ✓              | 20 ✓           | 0                     |
| UEI-080.52459-23044-1304     | 287 ✓              | 0 ✓            | 0                     |
| UEI-080.52459-23044-1305 (W) | 0                  | 165 ✓          | 0                     |
| UEI-080.52459-23044-1305 (E) | 0                  | 64 ✓           | 0                     |
|                              |                    |                |                       |
|                              |                    |                |                       |
| <b>TOTAL =</b>               | <b>567 ✓</b>       | <b>249 ✓</b>   | <b>0</b>              |

Eligible = 249  
 Non-Eligible = 567 ✓  
 GRAND TOTAL = 816

ELIGIBILITY RATIO =

**30.51%** ✓

## **Attachment D**

### **Betterment Calculation and Estimates**

Betterment does not exist in this agreement.

**Attachment E**

**Proof of Property Interest**

**Attachment F**

**Wilco – U-80A – Joint Use Agreement**

## Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-CR 110 South- Atmos

THE STATE OF TEXAS}  
COUNTY OF WILLIAMSON}

County: Williamson  
Road Location: CR 110 South:  
From U.S. 79  
To north of Limmer Loop

**WHEREAS**, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

**WHEREAS**, Atmos Energy Corporation, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 3rd day of November 2016, or on location sketches attached hereto except as provided below;

**NOW, THEREFORE**, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.



**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures.

Owner: Atmos Energy Corporation  
Utility Name

Williamson County

By *Jeffrey S. Knights*  
Jeffrey S. Knights

By \_\_\_\_\_  
Authorized Signature

Title: VP Technical Services, Mid-Tex Division

Title: Williamson County Judge

Date: 11/3/16

Date: \_\_\_\_\_

## LETTER OF TRANSMITTAL

Received

NOV 07 2016

HNTB Corporation  
Round Rock

To: HNTB  
101 East Old Settlers Blvd. Suite 100  
Round Rock, Texas 78664

Date: November 7, 2016

CobbFendley Job: \_\_\_\_\_

Re: CR 110 SouthAtmos' Utility Agreement PackageATTENTION: Eddie Church 512-744-9082WE ARE SENDING YOU THE FOLLOWING VIA: hand delivered☐ Prints☒ Originals☐ Other

\_\_\_\_\_

| QUANTITY | DESCRIPTION                      |
|----------|----------------------------------|
| 5        | Atmos' Utility Agreement Package |
|          |                                  |
|          |                                  |
|          |                                  |
|          |                                  |
|          |                                  |
|          |                                  |
|          |                                  |

## PURPOSE OF TRANSMITTAL:

☒ For Approval☐ For Your Use☐ As Requested☐ For Review & Comment

Mr. Church:

We have reviewed and recommend execution of PEC's Utility Agreement Package in the amount of \$198,445.90, which and eligibility of 30.51% that begins the amount of this agreement to \$60,545.84

If you have any questions, please let me know.

Thank you,

Copy To

File

Received By: \_\_\_\_\_

Date &amp; Time: \_\_\_\_\_

SIGNED



Melissa Horn, Principal

**Commissioners Court - Regular Session****23.****Meeting Date:** 11/15/2016

Ronald Reagan Blvd at IH 35 Pedernales Utility Agreement

**Submitted By:** Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding a Standard Utility Agreement between Pedernales Electric Cooperative and Williamson County for utility relocations on Ronald Reagan at IH 35, a Road Bond Project in Commissioner Pct. 3.

**Background**

Pedernales Electric Cooperative has existing facilities in conflict with the Ronald Reagan at IH 35 project. The Standard Utility Agreement for the relocations is for a total amount of \$6,873.03. Pedernales Electric Cooperative is 100% eligible for reimbursement. The total anticipated reimbursement to Pedernales Electric Cooperative by the County is \$6,873.03.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

[Ronald Reagan at IH 35 Pedernales Utility Agreement](#)

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/09/2016 08:58 AM

## STANDARD UTILITY AGREEMENT

County: Williamson  
Project No.: \_\_\_\_\_  
Highway Project Letting Date: October 2018

Highway: IH-35 at Ronald Reagan Boulevard  
From: At Theon Road (Ronald Reagan Blvd)  
To: \_\_\_\_\_

This Agreement by and between Williamson, ("**County**"), and Pedernales Electric Cooperative, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

**WHEREAS**, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

**WHEREAS**, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Relocation of 1 pole in conflict with proposed ditch cut, and installation of 1 pole and 1 span of primary so that line crosses Ronald Reagan at 90 degree angle; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

**WHEREAS**, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

**WHEREAS**, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

### **NOW, THEREFORE, BE IT AGREED:**

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

The **County** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. **Utility** agrees to supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any

other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B");
4. Eligibility Ratio (Attachment "C");
5. Betterment Calculation and Estimates (Attachment "D");
6. Proof of Property Interest – ROW-U-1A(Wilco) (Attachment "E");
7. Wilco-U-80A- Joint Use Agreement (Attachment "F"); and
8. Inclusion in Highway Construction Contract (if applicable) (Attachment "I").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

#### UTILITY

#### WILLIAMSON COUNTY

Utility: Pedernales Electric Cooperative  
Name of Utility

By: \_\_\_\_\_  
Authorized Signature

By: Michael W. Mayhew  
Authorized Signature

\_\_\_\_\_  
Print or Type Name

Michael W. Mayhew  
Print or Type Name

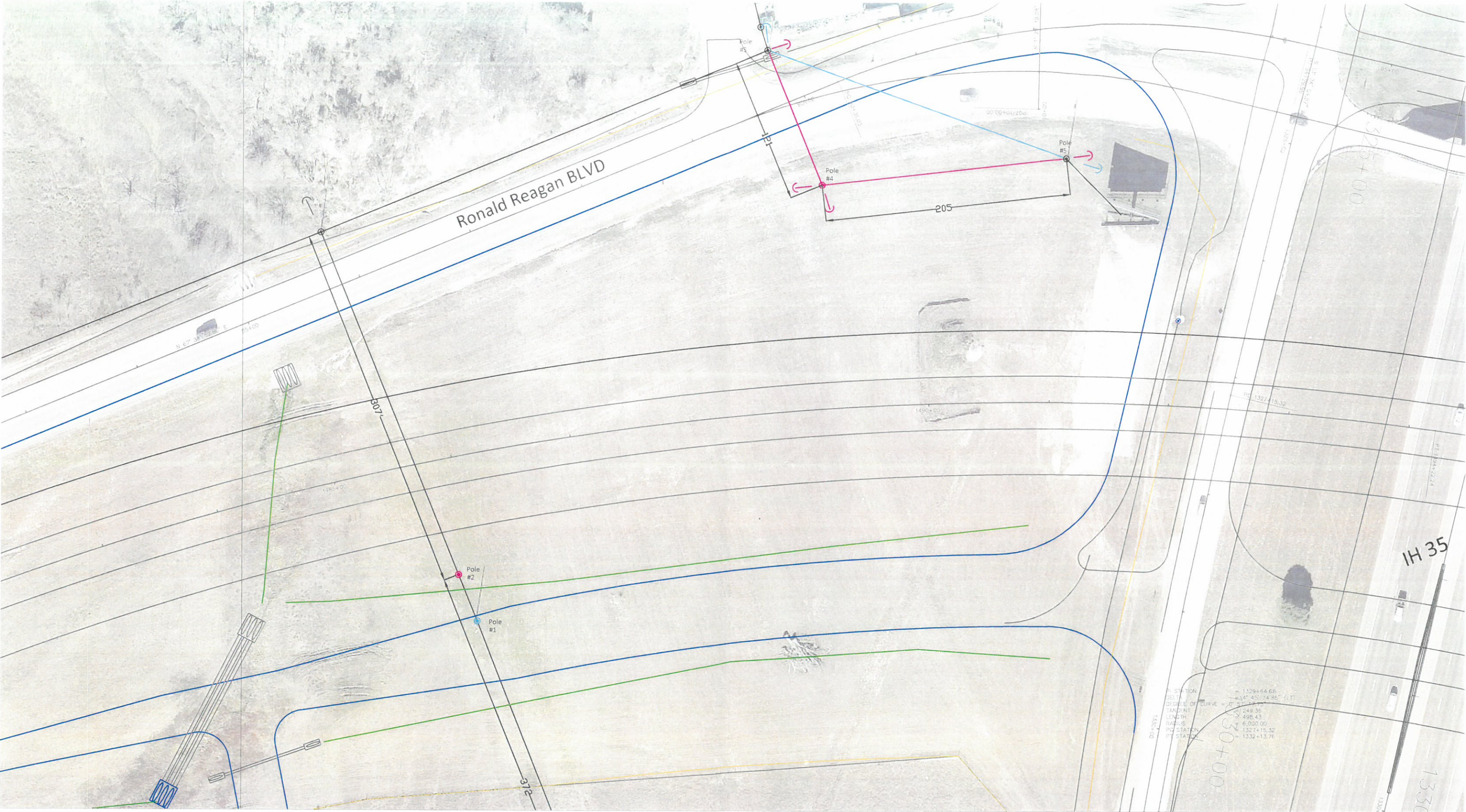
Title: \_\_\_\_\_

Title: Distribution Design - Field Eng Mgr Date: \_\_\_\_\_

**Attachment A**

**Plans, Specifications, and Estimated Costs**





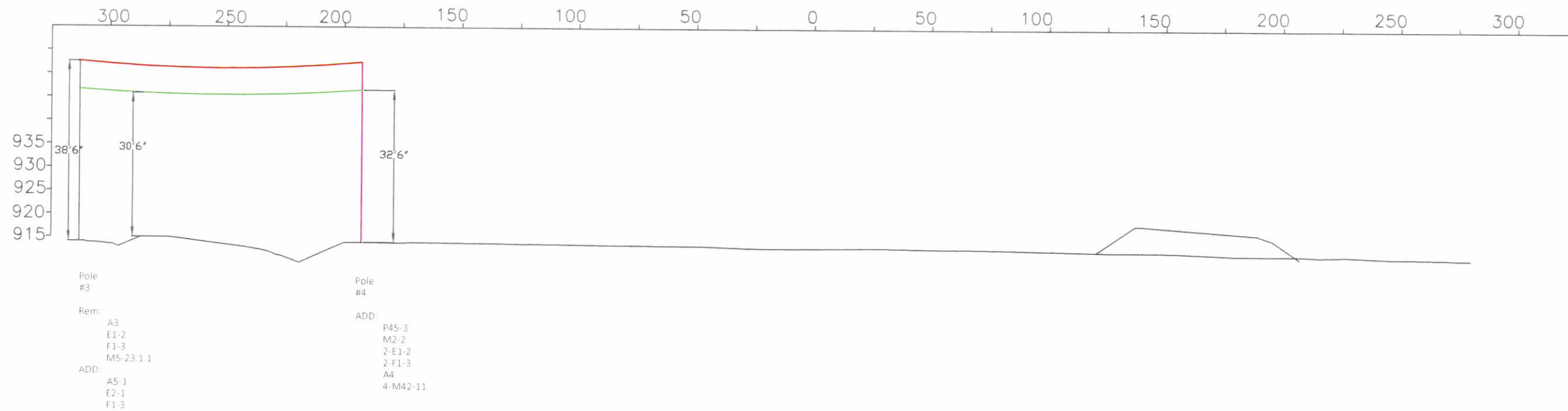
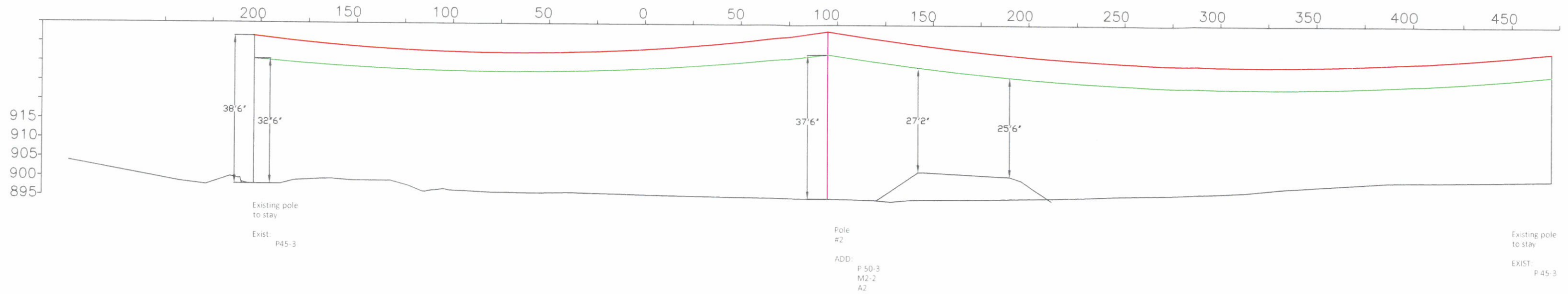
| Color Legend    |                                       |
|-----------------|---------------------------------------|
| EXIST ROW       | <span style="color: yellow;">—</span> |
| PEC EXIST OH    | <span style="color: black;">—</span>  |
| PEC Removal     | <span style="color: blue;">—</span>   |
| PEC Install     | <span style="color: pink;">—</span>   |
| Prop. Ditch Cut | <span style="color: green;">—</span>  |

| Pole #1                  | Pole #2                   | Pole #3                                                           | Pole #4                                                  | Pole #5                                                         |
|--------------------------|---------------------------|-------------------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------------|
| Rem: P54-3<br>M2-2<br>A2 | ADD: P 50-3<br>M2-2<br>A2 | Rem: A3<br>E1-2<br>F1-3<br>(2)M41-11<br>ADD: A5-1<br>E1-2<br>F1-3 | ADD: P45-3<br>M2-2<br>2-E1-2<br>2-F1-3<br>A4<br>4-M42-11 | REM: A5<br>E1-2<br>F1-3<br>(2)M42-11<br>ADD: A5<br>E1-2<br>F1-3 |

Approved for Construction 10-24-2016

|                                |                                                         |                                                                                |                                                                                                                                                          |                                                                                       |
|--------------------------------|---------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| PEC Workorder Number<br>108983 | Job Name:<br>Ronald Reagan at IH35 Phase 1<br>Plan View | DESIGNED BY:<br>Brian Slaton<br>DATE PRINTED:<br>10/10/2016<br>Scale<br>1"=75' | P.O. Box 2048<br>10625 West<br>Highway 29<br>Liberty Hill, TX<br>78642<br>(877)-372-0391<br>(800)-868-4791<br>ext 7025<br>(512)-778-6754<br>www.PEC.Coop |  |
|--------------------------------|---------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|





Note: Roadway profiles are based on nearest station perpendicular cross section from 90% road design

| Color Legend |   |
|--------------|---|
| PEC Existing | — |
| PEC Install  | — |
| Final Sag    | — |

|                                |                                                            |                                                                                                |                                                                                                                                                          |                                                                                       |
|--------------------------------|------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| PEC Workorder Number<br>108983 | Job Name:<br>Ronald Reagan at IH35 Phase 1<br>Profile View | DESIGNED BY:<br>Brian Slaton<br>DATE PRINTED:<br>10/11/2016<br>Scale<br>V= 1"=25'<br>H= 1"=50' | P.O. Box 2048<br>10625 West<br>Highway 29<br>Liberty Hill, TX<br>78642<br>(877)-372-0391<br>(800)-868-4791<br>ext 7025<br>(512)-778-6754<br>www.PEC.Coop |  |
|--------------------------------|------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|



## ESTIMATE SUMMARY

Work Order: 108983

Revision: 0

Desc: RW GB130 RONALD REAGAN AT IH 35

Type: New Construction

Status: Open

Open Date: 10/10/2016

Staked By:

Rel By:

Rel Date:

Project: 1900 - Liberty Hill District

**Map Location:**

Service Location: 0

Customer: PEDERNALES ELECTRIC COOP

[illegible]

\*I - Inventory / \*E - Exempt Inventory / \*N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

16076

/pro/rpttemplate/acct/2.36.1/wo/wo ESTIMATE SUMMARY.xml.rpt

b slaton

## WORK ORDER

## ESTIMATE SUMMARY

Work Order: 108983

Open Date: 10/10/2016

Project: 1900 - Liberty Hill District

Revision: 0

Map Location:

Desc: RW\_GB130 RONALD REAGAN AT IH 35

Service Location: 0

Type: New Construction

Customer: PEDERNALES ELECTRIC COOP

Status: Open

Rel By:

Rel Date:

Tran Type: Retirement

| Assembly Unit<br>Description                | Rate<br>Group              | Qty/<br>Labor Hrs | Total<br>Hours | Fixed<br>Amount | Material |          | Labor    |          | Total Cost |
|---------------------------------------------|----------------------------|-------------------|----------------|-----------------|----------|----------|----------|----------|------------|
|                                             |                            |                   |                |                 | Cost     | Overhead | Cost     | Overhead |            |
| A2                                          |                            | 1.000             |                |                 |          |          |          |          |            |
| 1Ph Small Angle                             | 1000 - Distribution Constr | 0.9000            | 0.9000         | 0.00            | 0.00     | 0.00     | 35.25    | 62.30    | 97.55      |
| A3                                          |                            | 1.000             |                |                 |          |          |          |          |            |
| 1Ph Medium Angle                            | 1000 - Distribution Constr | 0.9000            | 0.9000         | 0.00            | 0.00     | 0.00     | 35.25    | 62.30    | 97.55      |
| A5                                          |                            | 1.000             |                |                 |          |          |          |          |            |
| 1Ph Deadend                                 | 1000 - Distribution Constr | 0.7000            | 0.7000         | 0.00            | 0.00     | 0.00     | 27.42    | 48.47    | 75.89      |
| E1-2                                        |                            | 2.000             |                |                 |          |          |          |          |            |
| Un-grounded Single Down Guy                 | 1000 - Distribution Constr | 0.8000            | 1.6000         | 0.00            | 0.00     | 0.00     | 62.67    | 110.77   | 173.44     |
| F1-3                                        |                            | 2.000             |                |                 |          |          |          |          |            |
| Anchor 3/4" x 8' rod 10k pound anchor       | 1000 - Distribution Constr | 0.5000            | 1.0000         | 0.00            | 0.00     | 0.00     | 39.17    | 69.23    | 108.40     |
| M2-2                                        |                            | 1.000             |                |                 |          |          |          |          |            |
| Pole Grnd Butt Plate NESC "Made Ground"     | 1000 - Distribution Constr | 0.5000            | 0.5000         | 0.00            | 0.00     | 0.00     | 19.59    | 34.62    | 54.21      |
| M41-11                                      |                            | 2.000             |                |                 |          |          |          |          |            |
| Angle Assembly #4 or #1-0 ACSR              | 1000 - Distribution Constr | 0.5000            | 1.0000         | 0.00            | 0.00     | 0.00     | 39.17    | 69.23    | 108.40     |
| M42-11                                      |                            | 2.000             |                |                 |          |          |          |          |            |
| Deadend Assembly #4 or #1-0 ACSR            | 1000 - Distribution Constr | 0.4000            | 0.8000         | 0.00            | 0.00     | 0.00     | 31.34    | 55.40    | 86.74      |
| O4 ACSR                                     |                            | 525.000           |                |                 |          |          |          |          |            |
| OH Conductor 4 ACSR                         | 1000 - Distribution Constr | 0.0030            | 1.5750         | 0.00            | 0.00     | 0.00     | 61.69    | 109.04   | 170.73     |
| P45-3                                       |                            | 1.000             |                |                 |          |          |          |          |            |
| Pole Dist 45 Ft Class 3 Wood                | 1000 - Distribution Constr | 2.2000            | 2.2000         | 0.00            | 0.00     | 0.00     | 86.17    | 152.30   | 238.47     |
| <b>Total For Retirement Assembly Units:</b> |                            |                   |                | 11.1750         | 0.00     | 0.00     | 437.72   | 773.66   | 1,211.38   |
| <b>Total For Work Order 108983:</b>         |                            |                   |                | 48.0900         | 1,482.07 | 177.85   | 1,883.69 | 3,329.42 | 6,873.03   |

\*I - Inventory / \*E - Exempt Inventory / \*N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

# WORK ORDER ESTIMATE SUMMARY

**PARAMETERS ENTERED:**

Update Estimate: No  
Work Order: 108983;0  
Transaction Type: Both  
Exclude Salvage: No  
Page Break On Work Order: No

## **Attachment B**

### **Utility's Schedule of Work and Estimated Date of Completion**

**Estimated Start Date: 11/28/2016**

**Estimated Completion Date: 12/9/2016**

**Attachment C**  
**Eligibility Ratio**

**See Attachment "H" for proof of property interest, which is established at 100 % eligible.**

## **Attachment D**

### **Betterment Calculation and Estimates**

Betterment does not exist in this agreement.

**Attachment F**

**Wilco – U-80A – Joint Use Agreement**

## Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-IH35@RR BLVD- PEC

THE STATE OF TEXAS}  
COUNTY OF WILLIAMSON}

County: Williamson  
Road Location: IH 35 at Ronald Reagan  
Blvd.:

**WHEREAS**, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

**WHEREAS**, Pedernales Electric Cooperative, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 8 day of November, 2016, or on location sketches attached hereto except as provided below;

**NOW, THEREFORE**, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.



**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures.

Owner: Pedernales Electric Cooperative  
Utility Name

By \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Williamson County

By \_\_\_\_\_  
Authorized Signature

Title: Williamson County Judge

Date: \_\_\_\_\_

**Attachment I**

**Inclusion in Highway Construction Contract**

**"Not Applicable"**

Date: \_\_\_\_\_

### Attachment I

#### Inclusion in Highway Construction Contract (if applicable)

In the best interest of both the County and the Utility, the Utility request the County to include the plans and specifications for this work in the general contract for construction of Highway N/A in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the County to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

Utility: \_\_\_\_\_  
*Name of Utility*

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print or Type Name*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## LETTER OF TRANSMITTAL

To: HNTB  
101 East Old Settlers Blvd. Suite100  
Round Rock, Texas 78664

Date: November 8, 2016  
CobbFendley Job: \_\_\_\_\_  
Re: IH 35 at Ronald Reagan Blvd.  
PEC's Utility Agreement Package

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: courier

☐ Prints

☒ Originals

☐ Other \_\_\_\_\_

| QUANTITY | DESCRIPTION                     |
|----------|---------------------------------|
| 5        | PEC's Utility Agreement Package |
|          |                                 |
|          |                                 |
|          |                                 |
|          |                                 |
|          |                                 |
|          |                                 |
|          |                                 |

### PURPOSE OF TRANSMITTAL:

☒ For Approval  
☐ As Requested

☐ For Your Use  
☐ For Review & Comment

Received

NOV 08 2016

HNTB Corporation  
Round Rock

Mr. Church:

We have reviewed and recommend execution of PEC's Utility Agreement Package in the amount of \$6,873.03.

If you have any questions, please let me know.

Thank you,

Copy To File

Received By: \_\_\_\_\_  
Date & Time: \_\_\_\_\_

SIGNED



Melissa Horn, Principal

**Commissioners Court - Regular Session****24.****Meeting Date:** 11/15/2016

CR 305 at IH 35 Frontier Utility Agreement

**Submitted By:** Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding a Standard Utility Agreement between Frontier Communications and Williamson County for utility relocations on CR 305 at IH 35, a Road Bond Project in Commissioner Pct 3.

**Background**

Frontier has existing facilities in conflict with the CR 305 at IH 35 project. The Standard Utility Agreement for the relocations is for a total amount of \$60,031.94. Frontier is 100% eligible for reimbursement. The total anticipated reimbursement to Frontier by the County is \$60,031.94.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

CR 305 at IH 35 Frontier Utility Agreement

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/09/2016 09:04 AM

## STANDARD UTILITY AGREEMENT

County: Williamson

Project No.:     

Highway Project Letting Date: November 2016

Highway: IH-35 at CR 305

From: Approx. 0.1 Miles North of Existing CR 305

To: Approx. 0.2 Miles South of Existing CR 305

This Agreement by and between Williamson, ("**County**"), and Frontier Communications, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

**WHEREAS**, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

**WHEREAS**, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: **JRRL-LTV-TxDot-C.R.305 & 304 Relocate Facilities**; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

**WHEREAS**, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

**WHEREAS**, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

### **NOW, THEREFORE, BE IT AGREED:**

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

The **County** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. **Utility** agrees to supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

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1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B");
4. Eligibility Ratio (Attachment "C");
5. Betterment Calculation and Estimates (Attachment "D");
6. Proof of Property Interest – ROW-U-1A(Wilco) (Attachment "E");
7. Copy of Approved TxDOT Online Installation Permit (Attachment "F"); and
8. Inclusion in Highway Construction Contract (if applicable) (Attachment "I").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

#### UTILITY

#### WILLIAMSON COUNTY

Utility: Frontier Communications  
Name of Utility

By: \_\_\_\_\_  
Authorized Signature

By:   
Authorized Signature

\_\_\_\_\_  
Print or Type Name

Kevin Moseley  
Print or Type Name

Title: \_\_\_\_\_

Title: Engineering Supervisor

Date: \_\_\_\_\_

Date: 9.30.16

**Attachment "A"**

**Frontier**

**Cost Summary**

|                      |                    |
|----------------------|--------------------|
| Frontier Cost:       |                    |
| Material and Labor   | \$32,653.77        |
| Contractor Breakdown | <u>\$27,378.17</u> |
|                      | \$60,031.94        |



**Attachment A**

**Plans, Specifications, and Estimated Costs**



September 29, 2016

70426 – 5203420

Exchange: Jarrell, Tx  
70426 – JRRLTXA

Project Name: IH35 & C.R.305  
U-Number

| MATERIAL | UNITS | QTY  | TOTALS | REMARKS    |
|----------|-------|------|--------|------------|
| ALS25x24 | Feet  | 2100 | 915.60 | .436 cents |
|          |       |      |        |            |
|          |       |      |        |            |

| LABOR             | UNITS | QTY | TOTALS      | REMARKS  |
|-------------------|-------|-----|-------------|----------|
| Engineering Labor | Hours | 40  | \$2600.00   | \$65/hr. |
| Splicing Labor    | Hours | 32  | \$1760.00   | \$55/hr. |
| Contractor        |       |     | \$27,378.17 |          |

|                                          |             |
|------------------------------------------|-------------|
| <b>TOTAL ESTIMATED COST FOR CUSTOMER</b> | \$32,653.77 |
|------------------------------------------|-------------|



Networking Engineering & Technology  
1700 N. Austin Ave, Georgetown, TX,  
78626

October 3, 2016

[www.Frontier.com](http://www.Frontier.com)

|                             |
|-----------------------------|
| <b>Contractor Breakdown</b> |
|-----------------------------|

| Account  | Description          | Quantity | Rate          | Total \$    |
|----------|----------------------|----------|---------------|-------------|
| 2423.101 | P73A Splice Pit      | 4 EA     | @\$1,325.98   | \$5,303.92  |
| 2423.101 | P60B Place Buried Ca | 1700 FT  | @ \$5.2166588 | \$8,868.32  |
| 2423.101 | P70B Rock Saw        | 1700 FT  | @ \$6.4160705 | \$10,907.32 |
| 2423.101 | P61A Place Pedestal  | 7 EA     | @ \$328.37285 | \$2,298.61  |

|              |                    |
|--------------|--------------------|
| <b>Total</b> | <b>\$27,378.17</b> |
|--------------|--------------------|

NOTE: Clearance between water and cable be a minimum 24"

NOTE: TELEPHONE CABLE WILL BE PLACED 2FT OFF OF R.O.W AND BE PLACED AT A DEPTH OF 36 INCHES

The cable in cyan is for the new ROW and will be buried at 36 inches

CAUTION PROPOSED WATER LINE

CAUTION

Peds 20&21 are 56ft from center of pavement

COUNTY ROAD 305 (CR-305)

(454') (06.1979)  
(UEF25)  
(CPDCO 1,601-625)

CR 304 b/w station 120+00 to 123+56 telephone line will be moved closer to fence line with 2 pedestals

(82') (06.1984)  
(AEF25)  
(CPDCO 1,601-625)

(452') (06.1979)  
(UEF25)  
(CPDCO 1,601-611+  
XDD,12+  
CPDCO 1,613-625)

The cable in red is the existing cable and is located on the edge of pavement

CAUTION  
EXISTING  
WATERLINE  
CROSSING

1237' 10.2016  
AEF 25  
CPDCO 1,601-625

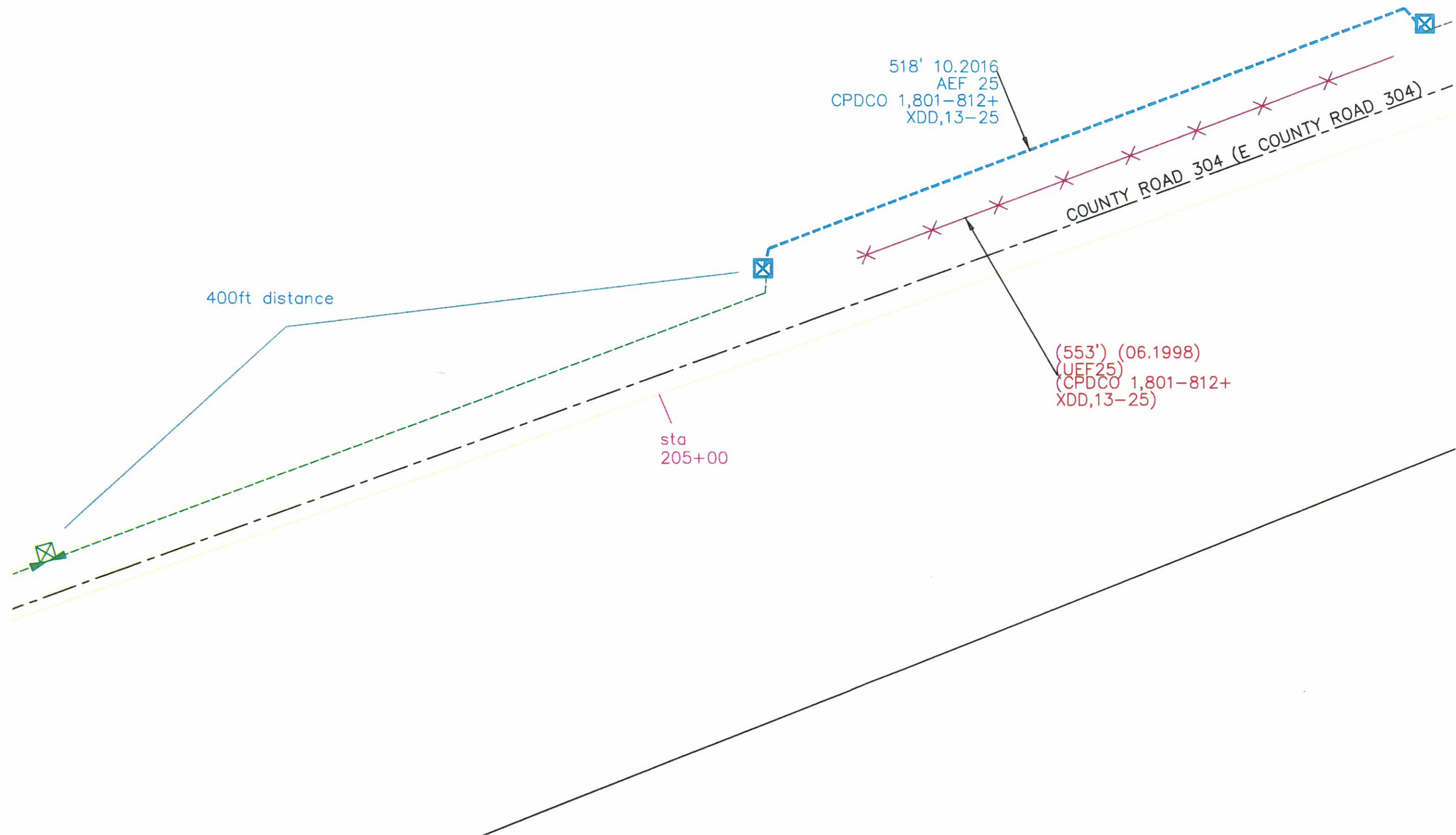
Ped 19 is 86ft from center of pavement

Ped 18 is 30ft from center of pavement

1237' 10.2016  
AEF 25  
CPDCO 1,601-625

Ped 22 is 30ft from center of pavement

Note: Will be placing 2 new peds and plowing  
new cable in at 36 inches and as close to the  
fence line as possible.



## **Attachment B**

### **Utility's Schedule of Work and Estimated Date of Completion**

**Estimated Start Date: 11/22/2016**

**Estimated Completion Date: 03/31/2017**

## **Attachment C**

### **Eligibility Ratio**

**See Attachment "H" for proof of property interest, which is established at 100 % eligible.**

## **Attachment D**

### **Betterment Calculation and Estimates**

Betterment does not exist in this agreement.

## **Attachment E**

### **Proof of Property Interest**

On Interstate highways, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the relocation cost are eligible for Federal participation. No proof of property interest is required because pursuant to current state and federal law, federal participation is 100% of all eligible cost.



## **Attachment F**

### **Copy of Approved TXDOT Online Installation Permit**

TxDOT Utility Installation Request System

Installation Request No.: AUS20160927103439

Thank you for submitting the installation request. This request is now under review at TxDOT.

Installation Owner: Frontier

Office Name: Georgetown

Applicant Name: Trey Valdez

Phone: 512-869-2230

Mobile:

Email: [lorenzo.t.valdez@ftr.com](mailto:lorenzo.t.valdez@ftr.com)

Route: IH0035

Control Section: 001508

## Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-CR 111- Frontier

THE STATE OF TEXAS}  
COUNTY OF WILLIAMSON}

County: Williamson  
Road Location: CR 111:  
From FM 1460  
To SH 130.

**WHEREAS**, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

**WHEREAS**, Frontier, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 30 day of SEPT, 2016, or on location sketches attached hereto except as provided below;

**NOW, THEREFORE**, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures.

Owner: Frontier

Williamson County

By Kemi Maly  
Utility Name  
Authorized Signature

By \_\_\_\_\_  
Authorized Signature

Title: Engineering Supervisor

Title: Williamson County Judge

Date: 9.30.16

Date: \_\_\_\_\_

**Attachment I**

**Inclusion in Highway Construction Contract**

**“Not Applicable”**

## **Attachment I**

### **Inclusion in Highway Construction Contract (if applicable)**

In the best interest of both the County and the Utility, the Utility request the County to include the plans and specifications for this work in the general contract for construction of Highway \_\_\_\_\_ in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the County to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

Utility:

\_\_\_\_\_  
*Name of Utility*

By:

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print or Type Name*

Title:

Date:

## LETTER OF TRANSMITTAL

To: HNTB  
101 East Old Settlers Blvd. Suite100  
Round Rock, Texas 78664

Date: November 8, 2016  
CobbFendley Job: \_\_\_\_\_  
Re: CR 305 at IH 35  
Frontier's Utility Agreement Package

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: courier

☐ Prints

☒ Originals

☐ Other \_\_\_\_\_

| QUANTITY | DESCRIPTION                          |
|----------|--------------------------------------|
| 5        | Frontier's Utility Agreement Package |
|          |                                      |
|          |                                      |
|          |                                      |
|          |                                      |
|          |                                      |
|          |                                      |
|          |                                      |

### PURPOSE OF TRANSMITTAL:

☒ For Approval

☐ As Requested

☐ For Your Use

☐ For Review & Comment

Received

NOV 08 2016

HNTB Corporation  
Round Rock

Mr. Church:

We have reviewed and recommend execution of Frontier's Utility Agreement Package in the amount of \$60,031.94.

If you have any questions, please let me know.

Thank you,

Copy To File

Received By: \_\_\_\_\_  
Date & Time: \_\_\_\_\_

SIGNED



Melissa Horn, Principal

**Commissioners Court - Regular Session****25.****Meeting Date:** 11/15/2016

Historical Marker

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

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**Information****Agenda Item**

Discuss, consider and take any appropriate action on a request for permission to place an Official Texas Historical Marker on the Williamson County Courthouse grounds near the Confederate soldier monument in the event the Texas Historical Commission determines eligibility and approves a marker in relation to a 2017 Official Texas Historical Marker Sponsorship Application to be filed by The Cultural and Historical Advocacy Group of the Georgetown Courageous Conversations Interfaith Initiative.

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**[Application](#)[Background](#)

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**Form Review**

Form Started By: Wendy Coco

Started On: 11/09/2016 04:16 PM

Final Approval Date: 11/09/2016

# TEXAS HISTORICAL COMMISSION

## SUBJECT MARKERS: 2017 Official Texas Historical Marker COVERSHEET

Complete the form and send to [markerapplication@thc.texas.gov](mailto:markerapplication@thc.texas.gov)  
Valid September 1, 2016 to November 15, 2016 only

### APPROVAL BY COUNTY HISTORICAL COMMISSION (required)

As chair or duly appointed marker chair, I certify the following:

☐ The topic qualifies for an Official Texas Historical Marker according to marker policies on the THC website. Representatives of the CHC have met or talked with the potential marker sponsor and discussed the marker program policies as outlined on the THC website. The application has been filled out correctly. The narrative history and documentation have been reviewed for accuracy.

### CHC comments or concerns about this application (required):

Name of CHC contact (chair or marker chair):

Mailing address: City, Zip:

Daytime phone: Email address:

### CHECKLIST APPROVAL (required)

- ☐ The topic meets age requirements
- Most topics must date back at least 50 years
  - Historic events may be marked after 30 years
  - Individuals of historic significance may be marked or mentioned in marker text after they have been deceased 10 years
- ☐ The topic is eligible for a subject marker according to marker policies
- ☐ Permission of current property owner for marker placement has been obtained (page 6; unless marker will be placed on TxDOT right-of-way)

Sponsor Name:

Date:

**NOTICE: Incomplete applications will be returned to the CHC Chair or Marker Chair.**



## TEXAS HISTORICAL COMMISSION

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### SUBJECT MARKERS: 2017 Official Texas Historical Marker SPONSORSHIP APPLICATION

This form constitutes a request for the Texas Historical Commission (THC) to consider approval of an Official Texas Historical Marker for the topic noted in this application. The THC will review the request and make its determination based on rules and procedures of the program. Filing of the application for sponsorship is for the purpose of providing basic information to be used in the evaluation process. The final determination of eligibility and approval for a state marker will be made by the THC. This form is to be used for subject marker requests only. Please see separate forms for either Historic Texas Cemeteries or Recorded Texas Historic Landmarks (buildings and structures).

**Proposed marker topic** (Official title will be determined by the THC): Confederate Monument Historical Context

**County:** Williamson

**Town** (nearest town in same county on current state highway map): Georgetown

**Street address of marker site or directions from town noted above:** 710 Main Street, Georgetown, TX 78626

**Texas State Representative Name:** Marsha Farney

**District #:** 20

**Texas State Senator Name:** Charles Schwertner

**District #:** 5

#### Marker Coordinates:

If you know the location coordinates of the proposed marker site, enter them in one of the formats below:

UTM Zone 14 Easting 626722.0 Northing 3390092.0

Lat:            Long:            (deg, min, sec or decimal degrees)

Otherwise, give a precise verbal description here (e.g. northwest corner of 3rd and Elm, or FM 1411, 2.6 miles east of McWhorter Creek):

**Will the marker be placed at the actual site of the topic being marked?** ☒ Yes ☐ No

If the answer is no, provide the distance and directions to the actual location from the marker (i.e. 100 yards east).

#### SUBJECT MARKERS

##### Purpose

Subject markers are educational in nature and reveal aspects of local history important to a community or region. These markers honor topics such as schools, communities, businesses, events and individuals. Subject markers are placed at sites that have historical associations with the topics, but no legal restriction is placed on the use of the property or site, although the THC must be notified if the marker is ever to be relocated.

## TEXAS HISTORICAL COMMISSION

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### Criteria

1. **Age:** Most topics marked with subject markers must date back at least 50 years, although historic events may be marked after 30 years, and individuals of historic importance may be marked, or may be mentioned in a historical marker text, after they have been deceased 10 years. The THC may waive age requirements for topics of overwhelming state or national importance, although exceptions are rarely granted and the burden of proof for all claims and documentation is the responsibility of the narrative author.
2. **Historical significance:** A topic is considered to have historical significance if it had influence, effect or impact on the course of history or cultural development; age alone does not determine significance.

### APPLICATION PROCEDURES

Any individual, group or county historical commission (CHC) may apply to the THC to request an Official Texas Historical Marker for what it deems a worthy topic. Only complete marker applications that contain all the required elements can be accepted or processed by the THC. For subject markers, the required elements are sponsorship application form, narrative history and documentation.

- Completed applications must be duly reviewed, verified and approved by the CHC in the county in which the marker will be placed.
- The sponsorship application form, narrative history and documentation must be in the form of Microsoft Word or Word-compatible documents and submitted by email attachments to the THC no later than November 15, 2016. Paper copies of applications, whether mailed or delivered in person, cannot be accepted in lieu of the electronic version. THC email accepts mail no larger than 10 MB. You may split the application and materials into separate emails. Please note this in the email subject line.
- Required font style and type size are a Times variant and 12-point.
- Narrative histories must be typed in a double-spaced (or 1.5-spaced) format and include separate sections on context, overview and significance.
- The narrative history must include documentation in the form of reference notes, which can be either footnotes or endnotes. Documentation associated with applications should be broad-based and demonstrate a survey of available resources, both primary and secondary.
- **The CHC or Marker Chair will forward the application and narrative history to markerapplication@thc.texas.gov.**
- Upon notification of the successful preliminary review of required elements by the THC, a non-refundable application fee of \$100 is required. Please send payment with the invoice which THC provides. Payment of the application fee does not guarantee approval of the historical marker.
- A copy or scan of proof of current ownership is required to verify the property owner information listed on the application (page 6). Both items are due by December 9, 2016 unless the marker will be placed on a TxDOT right-of-way. You may access this information through county appraisal or tax records.

Once marker applications have passed preliminary review and the application fee and signed proof of property ownership have been received by THC, the application will be scored to determine whether the marker will be submitted to the Commissioners of the THC for final approval.

### **SCORING CRITERIA**

- (1) 5 pts. max. Age;
- (2) 10 pts. max. Historical Significance/Architectural Significance;
- (3) 10 pts. max. State of Repair/Integrity;
- (4) 10 pts. max. Diversity of topic for addressing gaps in historical marker program;
- (5) 15 pts. max. Value of topic as an untold or untold aspect of Texas history;
- (6) 10 pts. max. Endangerment level of property, site or topic;
- (7) 10 pts. max. Available documentation and resources;
- (8) 10 pts. max. Diversity among this group of candidates;
- (9) 5 pts. max. Relevance to other commission programs; and
- (10) 15 pts. max. Relevance to the commission's current thematic priorities.

### **SPONSORSHIP PAYMENT INFORMATION**

Prospective sponsors please note the following:

- Payment must be received in full within 45 days of the official approval notice and be accompanied by the THC payment form. The THC is unable to process partial payments or to delay payment due to processing procedures of the sponsor. Applications not paid in the time frame required may, at the sole discretion of the THC, be cancelled or postponed.
- Payment does not constitute ownership of a marker; Official Texas Historical Markers are the property of the State of Texas.
- If, at any time during the marker process, sponsorship is withdrawn, a refund can be processed, but the THC will retain the application fee of \$100.
- The Official Texas Historical Marker Program provides no means of recognizing sponsors through marker text, incising or supplemental plaques.

**Marker sponsor (may be individual or organization): Cultural and Historical Advocacy Team of Courageous Conversations of Georgetown, Texas**

**Contact person (if applicable): Jaquita Wilson**

**Mailing address: City, State, Zip:**

**Phone: 512-864-4596 Email address: nydeyah4@gmail.com**

### **SHIPPING INSTRUCTIONS**

If the proposed marker site is on TxDOT right-of-way, the marker will be shipped directly to the district highway engineer for placement, with consultation from the CHC. If the marker will go on property other than TxDOT right-of-way, provide information in the space below. In order to facilitate marker delivery, residence addresses, post office box numbers and rural route numbers are not permitted. To avoid additional shipping charges or

delays, use a business street address (open 8 a.m.—5 p.m., Monday through Friday). **THC is not responsible for additional shipping charges if multiple delivery attempts are made.**

**Name:**

**Street address:**                      **City, zip:**

**Daytime phone:**                      **Email:**

#### **TYPE AND SIZE OF SUBJECT MARKER**

The sponsor/CHC prefers the following size marker:

- ☒ 27" x 42" subject marker with post (\$1800)
- ☐ 27" x 42" subject marker without post\* (\$1600)
- ☐ 18" x 28" subject marker with post (\$1100)
- ☐ 18" x 28" subject marker without post\* (\$1100)

\*For a subject marker without post, indicate to what surface material it will be mounted:

- ☐ wood                      ☐ masonry                      ☐ metal                      ☐ other (specify)

\*For markers without posts, the CHC must receive prior approval from the THC for the planned placement. Such prior approval is based on the following:

- Submittal of a detailed plan for where the marker will be mounted, including the surface to which it will be placed (masonry, metal, wood); and
- A statement of why a marker with a post is not feasible or preferred.

#### **RECORDS RETENTION BY CHC:**

The CHC must retain hard copies of the application, as well as an online version, at least for the duration of the marker process. The THC is not responsible for lost applications, incomplete applications or applications not properly filed according to the program requirements. For additional information about any aspect of the Official Texas Historical Marker Program, visit the Markers page on the THC website

(<http://www.thc.texas.gov/preserve/projects-and-programs/state-historical-markers>).

**SUBJECT MARKERS:****PERMISSION OF PROPERTY OWNER FOR MARKER PLACEMENT**

**Please fill out this attachment, print and sign. Proof of current property ownership is also required and may be found at the county appraisal or tax office. Return both items to our offices via email, fax or mail by December 9, 2016.**

Proposed marker topic: Confederate Monument Historical Context  
County: Williamson

Will the marker be placed on right-of-way maintained by the Texas Department of Transportation (TxDOT)?

☐ Yes ☐ No

If the answer is yes, the THC will secure the necessary permission from TxDOT, and no other information is required. If the answer is no, please provide the following information for the person or group who owns the property.

**Property owner: Williamson County**

**Address:**            **City, State, Zip:**

**Phone:**            **Email address:**

I, \_\_\_\_\_, certify that I am the legal owner or authorized representative of the property owner noted herein, and further certify that I have read the information regarding Official Texas Historical Markers and that I voluntarily seek the marker for the property described herein, and proof of ownership is attached to this form. I further certify that I will comply with the policies and procedures of the Official Texas Historical Marker Program.

**Signature:** \_\_\_\_\_

**NOTE:** The property owner will not receive copies of correspondence from the THC. All procedural correspondence (notice of receipt, requests for additional information, inscription, shipping notice, etc.) will be sent by email to the CHC representative, who is encouraged to share the information with all interested parties as necessary.

Texas Historical Commission  
History Programs Division  
P.O. Box 12276, Austin, TX 78711-2276  
Phone 512/463-5853  
[history@thc.texas.gov](mailto:history@thc.texas.gov)



**TEXAS HISTORICAL COMMISSION**  
*real places telling real stories*  
Page 6 of 6

# **Narrative History of the 1916 Confederate Soldiers and Sailors Monument Located at the Entrance of the Williamson County Courthouse in Georgetown, Texas**

## **Context for This Educational Subject Marker-**

The broadest educational and historical context for this proposed subject marker is found in the following quote:

“The Civil War was a transformative event in American history, costing hundreds of thousands of lives, leaving cities, towns, and the countryside in ruin, and abruptly changing the meaning of citizenship and freedom in the United States. The war led to the Constitution's 13th, 14th, and 15th amendments, which further shaped the relationships between citizens and their government, and abolished forever the inhumane practice of slavery in our nation. This bloodbath of almost unfathomable proportion fundamentally changed nearly every facet of American life. For many years, the Civil War story was told as an authoritative narrative of battles, troop movements and generals who won or lost. But in the last 50 years, our understanding of the Civil War has changed dramatically. No doubt the battles and generals still matter. But today's K-12 curriculum standards, and more importantly our students, need a more inclusive story.”<sup>1</sup>

At the end of the Reconstruction Period there was a movement throughout the Southern states to memorialize the veterans who fought for the Confederate States of America and to build museums and monuments that celebrated not only the people who had made great sacrifices for the Confederacy but

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<sup>1</sup> Carol Van West, *Teaching About the Civil War with Primary Sources Across Disciplines*, The Library of Congress: The TPS Journal, Vol. 1, No. 1, Winter 2012

the causes of the Civil War and how it was to be remembered. The Confederate and Sailors Monument that stands on the Williamson County Courthouse lawn is one of these monuments. This monument was erected in 1916 and represents a movement that began in the last decade of the 19<sup>th</sup> Century to venerate both the Confederacy and those who fought for it. This movement began with a renewed desire to celebrate what has been called “The Lost Cause”. Historical records suggest that this movement was launched with the dedication of the White House of the Confederacy in Richmond, Virginia in 1896. That museum would serve as “a treasure house of Confederate history and relics.” The dedication speeches made at that event set the stage for the movement within most of the former Confederate states in the late 1890s to memorialize the soldiers and the families who had defended the Confederacy. Those speeches encouraged white Southern women to be care-takers of the Lost Cause tradition, to see dedications like these as commemorations of “an epoch in the grandest struggle for liberty and right that has ever been made by man”. In their minds, the Confederacy had only “resisted invasion” by the North. A former Confederate general who spoke at this dedication in Richmond reinforced the ideas of white supremacy by saying that “The great crime of the century was the emancipation of the Negroes {sic}”.

In the years from 1896 to 1917 this Confederate memorial movement came under the control and leadership of new organizations like the United Daughters of the Confederacy and the United Confederate Veterans. A common theme throughout the dedication of Confederate monuments, Memorial Day celebrations, and museums was the glorification of the Lost Cause narrative that had been articulated by the former President of the Confederacy, Jefferson Davis. In his two-volume memoir, *The Rise and Fall of the Confederate Government*, he placed the responsibility for secession and war on the North. While the Lost Cause narratives varied “somewhat over how slavery should be remembered, most shared a refurbished commitment to white supremacy and a desire for renewed

economic growth”. The United Daughters of the Confederacy (UDC) began a campaign throughout the South in the early 1900s to “glorify the valor of Southern soldiers and to defend their honor as defensive warriors”. At the same time they were “reinvigorating white supremacy by casting the belief about well-kept, Christianized, faithful slaves on Southern plantations prior to the Civil War”. By 1912 the UDC was encouraging the development of local Confederate monuments to give prominence to this interpretation of the Civil War and those who fought for it. A catalog of purchasable Confederate monument designs from a marble company in Marietta, Georgia was distributed throughout the South. These monuments served to reinforce the Lost Cause narrative about the Civil War and to promote white supremacy and racial segregation throughout the South. This was the same time period (1915) when D.W. Griffith and Thomas Dixon produced the motion picture- *The Clansman*- a racist epic film about the victimized South and the heroism of the Ku Klux Klan, that later gained national success in the retitled movie- *Birth of a Nation*.<sup>2</sup>

According to articles that appeared in *The Williamson County Sun* newspaper beginning in 1915, a local UDC group in Georgetown began raising funds for the purchase of the Confederate Soldiers and Sailors Monument that now stands at the Williamson County Courthouse entrance. Local citizens contributed amounts from \$1-\$5 to the fund and a minstrel show was also held to raise funds. Both the City of Georgetown and Williamson County contributed the largest amounts for the purchase of the monument that was dedicated on the Courthouse lawn on November 17<sup>th</sup>, 1916. This 21 feet tall monument was purchased for \$2000 by the Samuel Sanders UDC Chapter of Georgetown and originally had water fountains and an electric light globe. The monument was inscribed “In memory of the Confederate Soldiers and Sailors” with an accompanying Confederate battle flag at its base. A crowd estimated at the time to between 3000 and 5000 attended the dedication in 1916 which began

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2 David W. Blight, *Race and Reunion: The Civil War in American Memory* (Belknap Harvard Press, Cambridge, Massachusetts, 2001), 255-299



with a parade that started at a nearby public school that included Confederate veterans, members of UDC chapters from around the country, hundreds of school children, Southwestern University students, and Georgetown fire department members. This Confederate Soldiers and Sailors Monument is one of more than fifty such monuments that can be found at courthouses around the State of Texas.<sup>3</sup>

### **Overview For This Proposed Historical Subject Marker-**

In the past several years many communities and institutions in Texas, and especially among Southern cities in the U.S., have been confronted with public calls for the removal of Confederate monuments and statues that were erected during the Jim Crow era. Many citizens and educational institutions today believe that these monuments and memorials glorify the era of slavery, white supremacy, and racial segregation that was predominant in the South well into the first half of the twentieth century. Debates and concerns about the appropriateness of removing long-standing Confederate veterans monuments have ensued from Denton County, to the University of Texas and even among representatives in the Texas Legislature. Most of the calls for the removal of Confederate monuments have been based on the belief that these monuments continue to diminish persons of African American heritage. The places of prominence that these monuments occupy do not help in overcoming the legacy of racial discrimination and segregation that still exists today. While some Southerners continue to argue that these Confederate monuments should be seen only as veterans memorials, others see these monuments as deeply offensive symbols of an ignoble past. In terms of today's commitment to racial justice a more troubling feature of many of these Confederate monuments is the place of honor that they have occupied for the past one hundred years. The Atlanta History Center, which has had to address these issues as one of the largest repositories of Confederate monuments and memorials in the

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<sup>3</sup> "Williamson County Confederate Monument Marks Anniversary", Johnston's Journal #105, United Daughters of the Confederacy Publication, Vol. 15, November, 2010

South, suggests that placing historical interpretive plaques on such monuments and memorials is a better way to preserve the historical realities of the Civil War while recognizing the racial discrimination that has been associated with these monuments.

The Atlanta History Center argues that historical interpretative plaques can provide educational information that places Confederate monuments and memorials in their proper historical context and that acknowledge we live in a different era of race relations today.<sup>4</sup> In providing a suggested template to express these views the Atlanta History Center encourages statements like this to be added to historical interpretative plaques:

*“Our understanding of history changes over time. Civil War monuments remain important reminders of how history can be influenced by false ideas and misconceptions. This monument was created to recognize the dedication and sacrifice of Americans who fought to establish the Confederate slave-holding republic. Yet, this monument must now remind us that their loss actually meant liberty, justice, and freedom for millions of people- a legacy that continues for all of us today.”*<sup>5</sup>

### **Significance of This Historical Subject Marker-**

We believe that this kind of marker needs to be placed next to the Confederate Soldiers and Sailors Monument located on the Williamson County Courthouse lawn. Its purpose and significance would be to deepen the understanding of the history of the Civil War, the legacy of the Jim Crow era, and the local resistance that was present in 1861 within Williamson County to the Confederate initiatives to

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4 Atlanta History Center, “Confederate Monument Interpretation Guide”, <http://www.atlantahistorycenter.com/confederate-monument-interpretation-guide>

5 Atlanta History Center, “Confederate Monument Interpretation Template”, <http://www.atlantahistorycenter.com/confederate-monument-interpretation-template>

secede from the Union. Given the continued prevalence of the “Lost Cause” narrative about the causes and legacy of the Civil War, a marker that expresses historically verifiable facts about the Texas secession from the Union and the racial attitudes of the Jim Crow era would provide an educational function that the Confederate monument by itself does not provide.

Without an explanation of the historical context of these Confederate monuments erected during the height of the Jim Crow era (1895-1918) the public is easily left with the belief that such monuments are only tributes to the service and sacrifices made by Confederate soldiers. As the historian, Gaines M. Foster, revealed in his study of Confederate celebrations and monument dedication speeches during this era, these celebrations and monuments “served two interrelated social functions”. One function was to pay tribute to the old soldiers and their families who had served honorably in military service that ended in defeat. The other function was to remind southerners that they had acted rightly in supporting the Confederacy and what it stood for as an ordered and conservative society, with white supremacy being understood and affirmed as central to that kind of society.<sup>6</sup>

The historical understanding of this monument is also directly connected to Texas' reasons for joining the Confederacy, delineated in the Texas Ordinance of Secession that was drafted and approved in 1861 by delegates from all over the state at the Secession Convention in Austin. According to Texas State Library records, the 1861 “Declaration of the causes which impel the State of Texas to secede from the Federal Union” states:

*“Texas abandoned her separate national existence and consented to become one of the Confederate States to promote her welfare, insure domestic tranquility [sic] and secure more*

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6 Gaines M. Foster, *Ghosts of the Confederacy: Defeat, the Lost Cause, and the Emergence of the New South 1865-1913*, Oxford University Press, New York, 1987, 127-144

*substantially the blessings of peace and liberty to her people. She was received into the confederacy with her own constitution, under the guarantee of the federal constitution and the compact of annexation, that she should enjoy these blessings. She was received as a commonwealth holding, maintaining and protecting the institution known as negro slavery – the servitude of the African to the white race within her limits--a relation that had existed from the first settlement of her wilderness by the white race, and which her people intended should exist in all future time. Her institutions and geographical position established the strongest ties between her and other slave-holding States of the confederacy. Those ties have been strengthened by association.”*

This Declaration goes on to define white supremacy in legal, social, and religious terms-

*“We hold as undeniable truths that the governments of the various States, and of the confederacy itself, were established exclusively by the white race, for themselves and their posterity; that the African race had no agency in their establishment; that they were rightfully held and regarded as an inferior and dependent race, and in that condition only could their existence in this country be rendered beneficial or tolerable.*

*That in this free government all white men are and of right ought to be entitled to equal civil and political rights; that the servitude of the African race, as existing in these States, is mutually beneficial to both bond and free, and is abundantly authorized and justified by the experience of mankind, and the revealed will of the Almighty Creator, as recognized by all Christian nations; while the destruction of the existing relations between the two races, as advocated by our sectional enemies, would bring inevitable calamities upon both and desolation upon the fifteen slave-holding States”.<sup>7</sup>*

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<sup>7</sup> “Declaration of Causes: February 2, 1861”, Texas State Library and Archives Commission, <https://www.tsl.texas.gov/ref/abouttx/secession/2feb1861.html>

The Southern conviction that secession from the Union was necessary in order to maintain the institution of slavery as an economic benefit to those states and to preserve racial purity and white supremacy has been well documented in the examination of the various ordinances and declarations produced by most of the states that joined the Confederacy in 1860-61.<sup>8</sup> It is also important for Williamson County residents to know that one of the two delegates from Williamson County to that 1861 Secession Convention voted against leaving the Union.<sup>9</sup>

Such a subject marker would serve as an important educational resource for both white and black Americans to learn something of the history of the period when this Confederate monument was erected. As historian, Glenda E. Gilmore, points out, the period from 1890-1920, is often called the “nadir” of African American history. While more than 80% of the nation’s African Americans lived in former slave states until well into the twentieth century, they had to exercise their new citizenship rights among ex-Confederates and their sons and daughters. Gilmore says about this period, “White southerners continually reinvented new ways to impose white supremacy on their black neighbors. Black southerners fought back against disenfranchisement and unequal treatment, the imposition of segregation, and the violent white people who perpetrated racial massacres and lynching. Because the

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8 Charles B. Dew, *Apostles of Disunion: Southern Secession Commissioners and the Causes of the Civil War*, University Press of Virginia, Charlottesville, 2001

9 Confederate War Department, “Ordinance of Secession of Texas”,  
<http://www.csawardept.com/documents/secession/TX/>

rapidly industrializing South set up a system of racialized capitalism that left black people in segregated jobs at the bottom of the ladder, they sought the self-sufficiency of land ownership and started small businesses. Despite the onslaught of white supremacy, African Americans held hope that they would win the war for civil rights.”

During this era, “Jim Crow” laws were developed throughout the old Confederate states as a way to impose white supremacy by restricting the freedoms that freed blacks had received from the passage of the 13<sup>th</sup>, 14<sup>th</sup>, and 15<sup>th</sup> amendments to the Constitution. “Jim Crow” had been a nickname for African Americans taken from a popular white minstrel who performed in black face before the Civil War. Later, African Americans appropriated it as shorthand for white oppression, disfranchisement, and segregation. Mississippi ratified a new constitution in 1890 to disfranchise black voters by a literacy test that required a voter to “be able to read any section of the Constitution, or be able to understand the same when read to him, or to give a reasonable interpretation thereof.” Some called it, “an understanding clause.” White registrars would administer the law, and they would decide whether the constitutional interpretations that black voters gave qualified as “reasonable”. Even though African Americans challenged this law, in 1898, the Supreme Court of the United States upheld voting restrictions in *Williams vs. Mississippi*. Other southern states didn’t wait, however, for that legal endorsement. They variously imposed complicated residential requirements for registering to vote. Some put in a grandfather clause that allowed illiterate whites to vote if their grandfathers had voted. Others enacted a poll tax. Across the region, voter turnout among blacks plummeted. The systemic exclusion of black people during this low point in African American history is well documented in two books- Leon F. Litwack’s *Trouble in Mind: Black Southerners in the Age of Jim Crow* is a well-documented teaching resource, filled with stories of life at the nadir that tend to emphasize the horror

of white supremacy. Joel Williamson's *The Crucible of Race: Black-White Relations in the American South*.

*South since Emancipation* renders a chilling account of how white supremacy reinvented itself to meet its challengers.<sup>10</sup>

The impact of white supremacy and racial injustices against African Americans during the era when these Confederate monuments were being erected in Texas has also been largely unreported publicly. Documented examples of the white lynchings of African Americans in Texas do exist, however. One source cites 40 lynchings of African Americans in Texas during the years of 1912-1918, with one occurring in Waco just six months prior to the erection of the Confederate monument in Georgetown.<sup>11</sup> A more recent study by the Equal Justice Initiative indicates that 275 documented lynchings occurred in a host of Texas counties, including one near Hutto, Williamson County, during the period of 1885-1940.<sup>12</sup>

The passage of Jim Crow laws aimed at maintaining racial discrimination, segregation, and white supremacy had a profound impact on African Americans in Texas and in Georgetown during the first half of the 20<sup>th</sup> century. The Texas Constitution was amended in 1876 to require electors to pay a poll tax. State statutes were passed from 1879 to 1925 to enforce both public and private racial segregation and to legitimize white supremacy in social interactions: criminalizing racial intermarriage; separating

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10 Gilmore, Glenda Elizabeth, "'Somewhere' in the Nadir of African American History, 1890-1920", Freedom's Story, TeacherServe©. National Humanities Center, October 12, 2016, <http://www.nationalhumanitiescenter.org/tserve/freedom/1865-1917/essays/nadir.htm>>

11 America's Black Holocaust Museum, "A Memorial to the Victims of Lynching", Texas, <http://abhmuseum.org/category/lynching-victims-memorial/texas/>

12 Equal Justice Initiative, "Lynching in America: Confronting the Legacy of Racial Terror- Supplement: Lynchings by County, Second Edition", <http://www.eji.org>

white and colored passengers in railroad coaches, depots, and on local streetcars; ordering Negroes to use separate public accommodations; and requiring localities to maintain racially segregated schools; etc. The prevalence of the Ku Klux Klan activity in and around Williamson County during this same period received statewide and local notoriety in the trial of Ku Klux Klan members by Dan Moody in 1923 in the Williamson County Courthouse in Georgetown. A new statue of Dan Moody has recently been placed on the Williamson County Courthouse grounds to attest to this historical significance.<sup>13</sup> In reaction to the 1954 Supreme Court decision calling for the integration of public schools, the State of Texas passed an education statute in 1958 declaring no child was compelled to attend schools that were racially mixed and requiring an election for any local school desegregation.

These legal and social racially discriminatory practices subjected African Americans in Georgetown and in Williamson County to a host of injustices and indignities. Interviews with African American families who lived during this era reveal how widespread racial discrimination and segregation practices were in this part of Texas. During the first half of the 20<sup>th</sup> century Georgetown was residentially segregated with most of the African Americans living on the “Ridge”, the “Negro” section of town across the railroad tracks on the West side of the city. Many of the descendants of freed slaves worked as sharecroppers on former plantations and farms around Williamson County.<sup>14</sup> The people of color who lived in Georgetown, Taylor, and other communities in the county worked as gardeners, housekeepers, and laborers for local white residents and merchants. According to stories collected from this era of segregation in Georgetown, African Americans had to sit in the balcony of the local theater away from white people, go to the back-door of restaurants to order and receive food, use the “colored” public facilities, and obey strict white legal and social codes aimed at “keeping Negroes in

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13 “Dan Moody Statue Unveiled”, *Williamson County Sun*, October 16, 2016 issue, Vol 42, No 20, page 1A

14 Georgetown Yesteryear’s: Sesquicentennial Series, A Project of the Georgetown Sesquicentennial Folklore Committee, ed. Martha Mitten Allen, 1985.



their place”.<sup>15</sup> African American children had to attend the two-room “Colored School” on the Ridge and many only completed elementary school. Because the Georgetown hospital was for “whites only”, most of the African American babies had to be delivered by an African American doctor in Taylor.<sup>16</sup> Some of the most telling local stories reflect a culture of white superiority and purity: “colored” children, for example, would only be allowed to swim in the public swimming pool a few times during the summer and after-wards the swimming pool would be drained and refilled for white children to swim. Generations of African Americans remembered that “Colored” people had to serve themselves at the “ice house” and put their money in a special hole to avoid being touched by the white ice house workers.<sup>17</sup>

The dedication of the Confederate monument in Georgetown in 1916 reflected a glorification of the antebellum period of slavery and white supremacy and thus reinforced the racial discrimination, segregation, and injustices of that time. This tragic, ignoble and inhumane treatment of African Americans by the dominant white population during the Jim Crow era has been ignored and minimized in both our state and local historical memories. A historical marker that summarizes this era of racial segregation and discrimination would provide a deeper understanding of this period in Texas history when Confederate monuments were being erected in places of prominence around the State.

Historical subject markers not only serve to educate the public about the events of the past, both the good and the bad, they can also help to interpret that history. Such is the case with Confederate monuments that were erected during the Jim Crow era which endorsed racial attitudes and injustices that we no longer embrace nor tolerate today. Like the decision that the Texas Historical Commission

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15 “Growing Up Separate”, *Georgetown View Magazine*, February, 2014 , <http://gtownview.com/2014/02/>

16 Ibid, “Growing Up Separate”, *Georgetown View Magazine*, February, 2014

17 Oral history interview with Belinda Davis, 3<sup>rd</sup> generation African American resident of Georgetown, conducted on October 28, 2016

**Commissioners Court - Regular Session****26.****Meeting Date:** 11/15/2016

WCCHD CHP First Amended ILA

**Submitted By:** Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on First Amendment Interlocal Agreement between Williamson County, Texas and Williamson County & Cities Health District regarding the Community Paramedicine Project.

**Background**

WCCHD is the Performing Provider for the Community Paramedicine Project and is subcontracting with WCEMS for administration of the Project. The Project expands access to medical advice, directs low income uninsured and indigent patients to the appropriate level of care to reduce the use of emergency resources for non-emergency conditions and increase patient access to primary health care per the agreement. The agreement has been approved by WCCHD and Williamson County Attorneys.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**[EMS-HD Agreement for CPP](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 11/10/2016

**Reviewed By**

Wendy Coco

**Date**

11/10/2016 10:46 AM

Started On: 11/09/2016 10:11 AM

**FIRST AMENDED INTERLOCAL AGREEMENT BETWEEN  
WILLIAMSON COUNTY, TEXAS AND WILLIAMSON COUNTY &  
CITIES HEALTH DISTRICT REGARDING THE COMMUNITY  
PARAMEDICINE PROJECT**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is made and entered into between WILLIAMSON COUNTY, TEXAS ("County") and WILLIAMSON COUNTY & CITIES HEALTH DISTRICT ("WCCHD") which are political subdivisions of the State of Texas (collectively referred to as the "Parties" and individually referred to as the "Party").

**WITNESSETH:**

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

**WHEREAS**, WCCHD is the local public health department for Williamson County, Texas and is the provider of public health services for the citizens of Williamson County; and

**WHEREAS**, in December, 2011 the federal Centers for Medicare and Medicaid Services (CMS) approved the State of Texas Medicaid Transformation Waiver under Section 1115 of the Social Security Act (Medicaid 1115 Transformation Waiver); and

**WHEREAS**, WCCHD and County EMS have collaborated in a Category 1 & 3 Infrastructure Development project of Community Paramedicine – Improving, Expanding & Delivering Healthcare to Rural Communities and Emergency Department (ED) appropriate utilization – reducing ED visits for target conditions (the Project"); and

**WHEREAS**, the Project is included in the Regional Healthcare Partnership 8 Final Plan (the "Plan") that was submitted and approved by the Texas Health and Human Services Commission and the CMS. The unique project ID for Category 1 is 126936702.1.2 and Category 3 is 126936702.3.2; and

**WHEREAS**, WCCHD is the performing provider for the Community Paramedicine project and is subcontracting with County EMS to implement the Project, which will establish and expand access to medical advice and will direct low income uninsured and indigent patients to the appropriate level of care to reduce the use of hospital emergency departments for non-emergency conditions and to increase patient access to primary health care; and

**WHEREAS**, said project is entirely dependent upon funding through successful accomplishment of outcomes under the Medicaid 1115 Transformation Waiver; and

**WHEREAS**, services provided by the Community Paramedicine team will include:

- Coordinating appropriate level of care;
- Facilitating follow-ups after discharge from hospital;
- Educating on when and how to access emergent and non-emergent services;

- Positioning team and Peak Demand Unit in underserved areas; and
- Community outreach and building partnerships with local hospitals and agencies; and

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

1. **TERM OF CONTRACT**

The term of this First Amended Agreement shall begin as of the date of the last Party's execution of this Agreement and continue until the end of term of the Medicaid 1115 Transformation Waiver funding, December 31, 2017 unless otherwise terminated pursuant to the terms of this Agreement.

2. **RESPONSIBILITIES OF COUNTY**

The responsibilities of County EMS are outlined in the amended **Attachment A**, which is attached hereto and incorporated herein by reference.

4. **RESPONSIBILITIES OF WCCHD**

The responsibilities of WCCHD are outlined in the amended **Attachment B**, which is attached hereto and incorporated herein by reference.

5. **ACCOUNTING**

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

WCCHD will manage the Medicaid 1115 Transformation Waiver funds supporting the Community Paramedicine project including timely payment for services as indicated by this Agreement. WCCHD is responsible for adherence to all financial and service data reports to the State as well as all other financial and reporting obligations for which the entity is responsible.

6. **TERMINATION**

A Party to this Agreement has the right to terminate this Agreement, for convenience and without cause, by providing written notice which must be received by the other Party no less than ninety (90) calendar days prior to the termination of the Agreement.

## 7. MISCELLANEOUS

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

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

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

- 7.3.1 Use of PHI. Neither Party shall use PHI other than as expressly permitted by this Agreement, or as required by law. However, each Party may use PHI for purposes of managing its internal business processes relating to its functions under this Agreement.
- 7.3.2 Disclosure of PHI. Each Party shall not disclose PHI to any other person (other than members of each Party's workforce), except as approved by the other Party in writing. Any such disclosure shall be made only upon written agreement between County EMS and WCCHD, stating that each Party is bound by the provisions of this section. Each Party shall not disclose PHI to any member of its workforce unless such Party has advised such person of such Party's obligations under this section and of the consequences for such person and for such Party violating them. Each Party shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.
- 7.3.3 Safeguards. Each Party shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this Agreement. Each Party shall provide the other Party with such information concerning such safeguards as the other Party may from time to time request, and shall, upon reasonable request, give the other Party access, for inspection and copying, to the Party's facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining the Party's compliance with this Agreement.
- 7.3.4 Accounting/Reporting of Disclosures. Each Party shall maintain a record of all disclosures of PHI made otherwise than for the purposes of this Agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Each Party shall make such record available to the other Party on request. Each Party shall report to the other Party any unauthorized

taken or purposed to be taken with respect to such use or disclosure.

- 7.3.5 Disclosure to U.S. Department of Health and Human Services. If either Party is required by law to obtain the following undertaking from the other Party, the other Party shall make its internal practices, books, and records relating to the use and disclosure of health information received from the Party (or created or received by one Party on behalf of the other Party) available to the Subscriber and to the Secretary of the United States Department of Health and Human Services, for the purposes of determining the Covered Entity's compliance with HIPAA.
- 7.3.6 Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend this Agreement in such manner as the Party determines necessary to comply with such law or regulation. If the other Party disagrees with any such amendment, it shall so notify the requesting Party in writing within thirty (30) days of the requesting Party's notice. If the Parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement on written notice to the other.
- 7.3.7 Breach. If either Party breaches its obligations under this section, the other Party may, at its option, exercise any of its rights of access and inspection under the above paragraph in this section regarding "Safeguards"; require the breaching Party to submit to a plan of monitoring and reporting, as the non-breaching Party may determine necessary to maintain compliance with this Agreement, and such a plan shall become part of this Agreement; terminate this Agreement, with or without an opportunity to cure the breach. When appropriate, notification to the applicable licensure board will be made by Bluebonnet.
- 7.3.8 Procedure upon Termination. Upon termination of this Agreement, each Party shall return to the other Party or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the Parties agree that return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

7.4 **REPORTING OF UNUSUAL INCIDENTS.** Each Party will immediately report any emergencies, injuries or unusual incidents involving a patient to the other Party during business hours.

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

7.6 CERTIFICATION, LICENSURE, ACCREDITATION AND PRIVILEGES. County represents and warrants that certifications, licenses, accreditations and privileges for County employees are in good standing with the appropriate professional agency or agencies, are without restrictions and will maintain them during the term of this Agreement.

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

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

7.9 REPRESENTATIONS.

County represents that:

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

WCCHD represents that:

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

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

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

history record information on the County's applicants, employees, volunteers and subcontractors, and all persons who would be placed in direct contact with consumers, pursuant to the Texas Health and Safety Code, Section 533.007 and Chapter 250; the Texas Government Code, Section 411.115; and 25 Texas Administrative Code, Chapter 414, Subchapter K. If an applicant, employee, volunteer or subcontractor of the County has a criminal history relevant to his or her employment as described in 25 TAC, Chapter 414, Subchapter K, then the County will take appropriate action with respect to the applicant, employee, volunteer, or subcontractor including terminating or removing the employee, volunteer, or subcontractor from direct contact with consumers served by the County. For the purpose of this Agreement, a crime relevant to a person's employment and/or duties shall be defined as any sexual offense, drug-related offense, homicide, theft, assault, battery, or any other crime involving personal injury or threat to another person.

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

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

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

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

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

WILLIAMSON COUNTY:  
c/o COUNTY JUDGE  
710 MAIN STREET, SUITE 101  
GEORGETOWN, TX 78626

WILLIAMSON COUNTY & CITIES HEALTH DISTRICT  
c/o EXECUTIVE DIRECTOR  
100 WEST 3<sup>RD</sup> STREET  
GEORGETOWN, TX 78626



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

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

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

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

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

7.22 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date of the last Party's signature below.

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
DAN A. GATTIS  
County Judge -  
Williamson County, Texas

Date: \_\_\_\_\_, 2016

WILLIAMSON COUNTY & CITIES HEALTH DISTRICT

By:   
John H. Teel, M.S., R.S.  
Executive Director, Williamson County & Cities Health District

Date: 11-8-16, 2016

# ATTACHMENT A

## RESPONSIBILITIES OF COUNTY

The project, Community Paramedicine, created under the Medicaid 1115 Transformation Waiver, will be dependent upon the availability of funding through successful accomplishment of outcomes specified for this project. To accomplish the desired outcomes:

- County EMS will hire additional staff for the sole purposes of addressing goals outlined in the Community Paramedicine 1115 Waiver Plan Project numbers 126936702.1.2 / 126936702.3.2 and providing the services required under this Agreement.
  - Community Paramedicine staff shall remain under the control and supervision of the County at all times and shall remain County employees, entitled to the same benefits and subject to the same restrictions as any County EMS member for the duration of the Medicaid 1115 Transformation Waiver.
  - Community Paramedicine staff recognizes that funds for the pilot project are dependent upon assurance of complete achievement of each stated outcome within the Medicaid 1115 Waiver project.
- County will invoice WCCHD twice annually according to the schedule provided in Attachment B of this Agreement. County will provide supporting documents with all invoices for timely payment of agreed upon expenses and services. County will provide office space and shall purchase with Medicaid 1115 Transformation Waiver funding equipment and other necessary items for Community Paramedicine staff. County will ensure training to maintain professional licensure of staff.
- Community Paramedicine staff will participate in scheduled discussions with WCCHD's Project Manager to review the status, report performance, and assess the care of the persons served under this Agreement. Through data submitted by the County, WCCHD and all regional healthcare partners, determine the frequent users of the County's emergency services. Maintain the confidentiality of this health information as noted within Sections 7.2 and 7.3 of this Agreement.
- Community Paramedicine staff will ensure that all outcomes and metrics required for obtaining Medicaid 1115 Transformation Waiver incentive payments are met and available for submission in the required format by the deadline established through Waiver process including each of the performance expectations identified within the Medicaid 1115 Transformation Waiver project.

## Category 1

**Year 2**

10/1/2012-9/30/2013

**Year 3**

10/1/2013-9/30/2014

**Year 4**

10/1/2014-9/30/2015

**Year 5**

10/1/2015-9/30/2016

| <b>Milestone</b> | (1) Bi-weekly meetings, conference calls or webinars                                                  | (3) Participate in face-to-face learning at least twice per year              | (6) Implement interventions to improve access to care of patients                 | (7) Implement interventions to improve access to care of patients                 | Implement interventions to improve access to care of patients                     |
|------------------|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <b>Metric</b>    | Number of bi-weekly participations                                                                    | Participate in semi-annual face-to-face meetings/seminars                     | Documentation of increased number of unique patients served by innovative program | Documentation of increased number of unique patients served by innovative program | Documentation of increased number of unique patients served by innovative program |
| <b>Milestone</b> | (2) Review data and respond to it every week with tests of new ideas, practices, tools, and solutions | (4) Collect baseline data, if medical advice line currently exists within RHP | N/A                                                                               | N/A                                                                               | Provide 2,457 encounters                                                          |
| <b>Metric</b>    | Number of ideas tested                                                                                | Documentation of baseline assessment                                          | N/A                                                                               | N/A                                                                               |                                                                                   |
| <b>Milestone</b> | N/A                                                                                                   | (5) Designate/hire personnel or teams to support and/or manage the project    | N/A                                                                               | N/A                                                                               |                                                                                   |
| <b>Metric</b>    | N/A                                                                                                   | Hire specialized staff for paramedicine project                               | N/A                                                                               | N/A                                                                               |                                                                                   |

### Category 3

|                            | Year 2<br>10/1/2012-9/30/2013                                                                                                                    | Year 3<br>10/1/2013-9/30/2014  | Year 4<br>10/1/2014-9/30/2015                                                            | Year 5<br>10/1/2015-9/30/2016                                                            |                                                                                                                                                  |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Milestone</b>           | (1) Project Planning, engage stakeholders, identify current capacity and needed resources, determine timelines and document implementation plans | (2) Establish baseline rates   | N/A                                                                                      | N/A                                                                                      | Outcome Measure: IT-3.2<br><br>Title: Congestive Heart Failure (CHF) 30-day Readmission Rate                                                     |
| <b>Metric</b>              | Produce a implementation plan                                                                                                                    | Documentation of baseline data | N/A                                                                                      | N/A                                                                                      |                                                                                                                                                  |
| <b>Milestone</b>           | N/A                                                                                                                                              | N/A                            | N/A                                                                                      | N/A                                                                                      |                                                                                                                                                  |
| <b>Metric</b>              | N/A                                                                                                                                              | N/A                            | N/A                                                                                      | N/A                                                                                      |                                                                                                                                                  |
| <b>Outcome Improvement</b> | N/A                                                                                                                                              | N/A                            | (1) ED appropriate utilization. Reduce Emergency Department visits for target conditions | (2) ED appropriate utilization. Reduce Emergency Department visits for target conditions | Readmission for any cause within 30 days of the discharge date for the index hospitalization, excluding a specified set of planned readmissions. |

## ATTACHMENT B

### RESPONSIBILITIES OF WCCHD

As the performing agency responsible for overseeing the appropriate expenditure of the federal funds supporting the expectations of the Medicaid 1115 Transformation Waiver, WCCHD will:

- Ensure timely payments to County over the entire period of the Medicaid 1115 Waiver. For the purposes of this Agreement, funding through the Medicaid 1115 Waiver will end on December 31, 2107. The funds through this Agreement will not exceed \$6,127,374.00 Payments through the Delivery System Report Incentive Payments (DSRIP) program within the Waiver will be made within 30 days of receipt of invoice from County as follows:
  - Unless otherwise redirected by HHSC or CMS, pay two equal annual payments until the following projected allocation for each subsequent DY is achieved for that year:

|                                   |              |
|-----------------------------------|--------------|
| ▪ DY2 (10/01/2012 to 09/30/2013): | \$ 1,095,824 |
| ▪ DY3 (10/01/2013 to 09/30/2014): | \$ 1,194,086 |
| ▪ DY4 (10/01/2014 to 09/30/2015): | \$ 1,167,328 |
| ▪ DY5 (10/01/2015 to 09/30/2016): | \$ 1,180,496 |
| ▪ DY6 (10/01/2016 to 12/31/2017): | \$ 1,489,636 |
  - WCCHD will retain an administrative fee of \$5,000.00 per year beginning in DY3 through DY6.
  - Future payment structure will be determined in future amendments to this Agreement.
- Participate in scheduled discussions with County EMS Director to review the status of achievement of each of the expected outcomes of the Medicaid 1115 Transformation project, ensuring the provision of services as outlined within the Medicaid 1115 Waiver project description and appropriate access to care for the persons served under this Agreement. Maintain the confidentiality of this private healthcare information as noted within Sections 7.2 and 7.3 of this Agreement.
- Keep County abreast of the status of, and any changes to, the Community Paramedicine project under the Medicaid 1115 Transformation Waiver through routine communication.

**Commissioners Court - Regular Session****27.****Meeting Date:** 11/15/2016

Authorizing the new Licensing Agreement for 911 Communications

**Submitted For:** Max Bricka**Submitted By:** Sydney Richardson, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the new licensing Agreement for pre-employment testing and scoring, for the term of October 3, 2016 - October 3, 2017, with Ergometrics and Applied Personnel Research, Inc.

**Background**

Requested by Gene Smith, Assistant Director of Williamson County Emergency Communications; this is for licensing to have access to tests for individuals seeking employment with 911 Communications. This process is an upfront screening test that is nationally recognized and allows the Department to see who is qualified to handle the high pace, stressful environment that comes with positions specific to 911 Communications. The County will proctor the exam, which allows for forty (40) individuals to be tested at once, as opposed to the old system that only allowed five (5). The exams are then sent in for the Vendor to score. Scoring will be charged at \$25.00 minimum batch fee or \$3.00 per applicant, for standard and diagnostic scoring. Annual fee for the licensing of the exams will not exceed \$5,500.00.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**1 - Agreement2 - Form 1295

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/08/2016 07:54 AM

# Test Licensing Agreement

## 1. Scope of Agreement

Ergometrics grants use of the tests to the licensee for the sole purpose of pre-employment and promotional testing. These materials may not be used for training purposes under any circumstances. Authorization to use this test is limited to the licensee's agency. You may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from Ergometrics. The test(s) meet and/or exceed all EEOC guidelines and professional standards. Ergometrics will provide general validation reports upon request. In the event of challenge, Ergometrics will provide expert testimony at its regular consulting rates. Ergometrics assumes no liability for the use or misapplication of this product.

## 2. Copyright

The test is owned by Ergometrics and protected by United States copyright laws and international treaty provisions. The Licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from Ergometrics and may only be used as designated by Ergometrics.

## 3. Security

Licensee will maintain strict security of these tests in accordance with accepted security practices and those incorporated herein. All copies of test materials and any associated confidential documents such as answer sheets are to be stored in a secured location and accounted for at all times. Authorized copying of test materials will be personally monitored by an individual responsible for test security. Test materials and any trash containing confidential material will be handled with complete security.

## 4. Implementation

Licensee certified that it is experienced in test administration and qualified to administer these materials. Ergometrics will provide the licensee general written or telephone instructions on the administration, use and scoring of this test. Ergometrics warrants that the video, audio, and printed materials are free from defects in material and workmanship.

Some DVD players will have incompatibilities with the DVD format provided. There may be some skipping, stopping or other difficulties experienced. We suggest playing all DVD's, each time, prior to playback and check for deep or excessive scratches. Check DVD's prior to test administration on the machine that will be used for testing.

## 5. Test Security

Test users should always observe security precautions when dealing with tests. Your test licensing with Ergometrics requires that you conform to specific test security procedures. Basic test security precautions include preventing materials from being stolen, copied, or otherwise compromised. This can be done by establishing responsibility and following conventional test security procedures. Ergometrics maintains the right to, at any time; verify the whereabouts of testing materials maintained by the Licensee and request written documentation of the chain of responsibility outlined in the Test Security Agreement.

## 6. Security Precautions

### a. Maintain an uninterrupted chain of responsibility

Test copies, keys and any other confidential parts of tests must always be the responsibility of a clearly defined person. This person must sign for test materials and be responsible for the security of the test whereabouts at all times. Logs must be maintained that show who had responsibility for the tests during what time. This includes keeping records of who is responsible for the materials in their normal storage location and to whom they are temporarily checked out. There must be no time when the tests are not someone's responsibility and properly accounted for.

### b. Keep materials in a secure area or with the responsible person

Tests and related parts must be stored in secure areas where there is limited, recorded access. Tests must not be left unattended on a table or on someone's desk, even for a few minutes. If tests are not in use, they must be under lock and key.

### c. Protect materials from computer based theft

Any Ergometrics' materials that are maintained on computer must be kept on a *stand alone* computer that is secured from unauthorized users. The only persons authorized to access these materials are those directly involved in managing and administering the product.

### d. Obtain Certification of Compliance with Confidentiality and

#### Copyright before allowing applicants to take tests

Avoid problems by obtaining Certification of Compliance with Confidentiality and Copyright before allowing applicants to take tests.

### e. Maintain security during testing

Monitor all test sessions in progress, being alert to ways that individuals could steal, copy or in any other way compromise confidential, copyright test materials. Number test booklets or test parts that are given to applicants so that if something turns up missing you can tell whose it was. Have applicants initial for the parts that they are receiving. Check applicants in and out of the test session one at a time, making sure that all test parts are accounted for. Restrict movement of applicants in and out of the testing area when tests are in progress. If an applicant must leave for any reason, check materials back in first. Be alert for individuals who may be attempting to take notes, speak notes into a recorder or surreptitiously make recordings of tests. Cell phones are not allowed in plain sight during the test administration. They must be put away and turned off or in the event of any applicant being on-call or needing to be paged, they must be checked into the test administrator prior to the test session. Collect and destroy scratch paper. Make sure that any authorized visitors or observers are aware of all security precautions. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room.

### f. Protect materials from organized attempts at compromise

Educational institutions, unions or other groups affected by testing have been known to organize attempts to reproduce product materials. Even if the reproductions are crude, they still constitute copyright violation. Many lawsuits over such matters have been brought and won by testing companies and organizations. Let local organizations know that any such acts will not be lightly tolerated. Send them copies of the Certification of Compliance with Confidentiality and Copyright. Call Ergometrics immediately if you discover organized attempts to compromise materials. We can technically analyze the severity of the violation and will not hesitate to take legal action to rectify the situation.

### g. If a test is taken

If the above procedures are observed, theft or attempted theft of test items is a very rare event. Should someone take a test or key, the following guidelines apply. Theft of a valuable item is a police matter. If you have reasonable information as to who the suspect is and that person is present, presumably with the test materials on their person call the police. Ask the person to remain in the lobby, but under no circumstances can you detain the candidate against their will. Any one of the following is a reasonable circumstance for reporting suspected theft: You or another staff member witnessed the theft. Someone else, such as another applicant, identifies the culprit (if two are accusing each other it is reasonable to detain both because both have been identified). A numbered booklet is missing that is checked out to a specific person. There are other circumstances that may reasonably point to a particular person or persons. If you have reasonable information to suspect someone, detain the person and phone the police. Be polite to suspects while you wait for authorities to arrive. For instance, offer them a cup of coffee and try to make them comfortable. Thank them for their cooperation.

### h. Never discuss specific test questions or answers

The content of test questions is confidential and copyrighted. Do not discuss specific questions or answers with anyone, including applicants or even others in the organization, except in the course of formal research and test design. Any conversations about test content must be conducted formally in conjunction with Ergometrics.

### i. Obtain Test Security Agreement from all responsible

#### individuals

Document that all employees who deal with test materials or applicants understand their responsibility in maintaining security. Maintain on file signed copies of the form entitled Test Security Agreement Individual Statement of Responsibility from all employees whose job in any way can impact test security. This includes test administrators, human resource management staff, any employees who have responsibility for the security of confidential materials in storage, etc.

### j. Obtain written consent from Ergometrics prior to subcontracting

Ergometrics' test materials are licensed for use by your organization only. Contact Ergometrics if your organization is considering subcontracting test administration or other services that involve the outside handling of Ergometrics' test materials. This has been acceptable in some cases, however, security arrangements must be formally established. Your organization will remain fully responsible for the security of materials that are handled in this manner.

## 7. Termination

a. This Agreement may be terminated in whole in the event that the Licensee or Ergometrics breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching Party. Upon termination, Ergometrics will be entitled to payment, determined on a pro rata basis for services performed or rendered and all test materials must be



returned immediately to Ergometrics once the Licensing Agreement has been terminated. At the end of the license period, Ergometrics will automatically renew the license period unless written notification has been received of intent to cancel the agreement prior to expiration and all test materials have been returned.

**b. 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.

## **8. Events Upon License Expiration or Termination**

### **a. Annual License**

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of license. If testing materials (video tapes, test originals, test booklets, etc.) are not returned within 15 days of expiration or termination, Ergometrics will invoice for another license term. Ergometrics will continue to license until such time that all testing materials under this agreement have been returned. Ergometrics will prorate license fees upon return of all Ergometrics' testing materials as of the date in which they are returned in the event the materials are returned after the license expiration. In the event that test materials are lost stolen or neglected to be returned by the licensee, Ergometrics may pursue legal actions regarding any breach of security incorporated herein and/or agreement of license term (Attachment A, to be created at time of test order).

### **b. Per Applicant License**

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of license. **If testing materials** (video tapes, test originals, test booklets, etc.) are not returned within 15 days of expiration or termination, Ergometrics will invoice \$25 for every 15 days overdue. Ergometrics will continue to invoice until such time that all testing materials under this agreement have been returned. In the event that test materials are lost stolen or neglected to be returned by the licensee, Ergometrics may pursue legal actions regarding any breach of security incorporated herein and/or agreement of license term (Attachment A, to be created at time of test order).

## **9. No Waiver**

The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

## **10. Entirety of Agreement**

The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties.

## **Test Licensing Agreement**

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. By accepting the Ergometrics test materials for use, you are agreeing to the terms of this agreement and that you have authority to enter into such an agreement on behalf of the Agency.

## **Licensee**

Principal Signer

Date

Signature

Title

Agency Name

Physical Address

City

State

Zip

Telephone

EMail

## **11. Headings in this Agreement**

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

## **12. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## **13. No Waiver of Sovereign Immunity or Powers**

Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

## **14. Texas Prompt Payment Act Compliance**

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 licensee 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 licensee 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 licensee'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.

## **15. Good Faith**

Ergometrics agrees to act in good faith in the performance of this agreement.

## **16. Venue and Governing Law**

Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

## **17. Right to Audit**

Ergometrics agrees that licensee 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 Ergometrics which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Ergometrics agrees that licensee shall have access during normal working hours to all necessary Ergometrics facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Ergometrics reasonable advance notice of intended audits.

## Authorized Contacts

Please list in addition to the Principal Signer anyone who is authorized to receive materials, scores or discuss scores with Ergometrics.

Authorized Contact \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_

E-Mail \_\_\_\_\_

Authorized Contact \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_

E-Mail \_\_\_\_\_



Return to:  
Ergometrics &  
Applied Personnel Research, Inc.  
18720 33<sup>rd</sup> Avenue West  
Lynnwood, WA 98037  
FAX: 425-774-0829  
Or email to:  
[chantelle@ergometrics.org](mailto:chantelle@ergometrics.org)

*Failure to return the signed licensing agreement,  
will delay the processing of your order.*

### For Office use only:

Product: \_\_\_\_\_

License Type: \_\_\_\_\_

Highrise: \_\_\_\_\_

Exam HQ: \_\_\_\_\_

Notes: \_\_\_\_\_

Kara Swank

*K Swank*

Client Services Lead

11/2/16

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**Williamson County Emergency Communications  
Licensing Agreement  
Attachment A**

**Pricing**

ECOMM National Annual License:  
Annual

\$5,500

Scoring will be charged at a \$25 minimum batch fee or \$3.00 per applicant for standard and diagnostic scoring. Licensee will be responsible for all associated freight expenses.

**Term of Agreement**

The service agreement will begin and end on the following dates:

| Start Date | End Date |
|------------|----------|
| 10.03.16   | 10.03.17 |

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of license. If all testing materials (video tapes, test originals, test booklets, etc) are not returned within 15 days of expiration or termination, Ergometrics will invoice for another license term. Ergometrics will prorate license fees upon return of all Ergometrics' testing materials if materials are returned after the license expiration. In the event that test materials are lost, stolen or neglected to be returned by the licensee, Ergometrics reserves the right to pursue legal actions regarding any breach of security and/or agreement of license term.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Ergometrics and Applied Personnel Research, Inc.  
Lynnwood, WA United States

**Certificate Number:**  
2016-129967

**Date Filed:**  
10/27/2016

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Williamson County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

NA  
Pre-Employment Testing Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   | NA                       |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

**5 Check only if there is NO Interested Party.**



**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*K. Swank*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kara Swank, this the 2nd day of November, 2016, to certify which, witness my hand and seal of office.

*Barbara L. Erickson*

Signature of officer administering oath  
residing: Lynnwood, WA

Barbara L. Erickson

Printed name of officer administering oath

Title of officer administering oath

**Commissioners Court - Regular Session****28.****Meeting Date:** 11/15/2016

Approval to advertise RFQ for Utility and Coordination Engineering Services for R&amp;B

**Submitted For:** Max Bricka**Submitted By:** Teri Jeffries, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive qualifications for Utility Coordination and Utility Engineering Services on RFQ 1611-127.

**Background**

Williamson County, Infrastructure Department, is seeking qualifications of engineering firms interested in providing utility coordination and utility engineering services for roads, bridges, buildings, parks and other projects. RFQ 1611-127.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Engineering Services RFQ 1611-127

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Teri Jeffries

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/08/2016 12:12 PM



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

**WILLIAMSON COUNTY PURCHASING DEPARTMENT**  
**SOLICITATION**

Utility Coordination and Utility Engineering Services

**QUALIFICATIONS MUST BE RECEIVED ON OR  
BEFORE:**

**Dec 29, 2016 2:00:00 PM CST**

**QUALIFICATIONS WILL BE PUBLICLY  
OPENED:**

**Dec 29, 2016 2:00:00 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](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of the Qualifications.**

**All electronic Qualifications must be submitted via:** [www.bidsync.com](http://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](http://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](http://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 1611-127

### Utility Coordination and Utility Engineering Services

Bid Number **1611-127**

Bid Title **Utility Coordination and Utility Engineering Services**

Bid Start Date **In Held**

Bid End Date **Dec 29, 2016 2:00:00 PM CST**

Question &  
Answer End Date **Dec 22, 2016 12:00:00 PM CST**

Bid Contact **Teri Jeffries**  
**Senior Purchasing Specialist**  
**512-943-1553**  
**Teri.jeffries@wilco.org**

Contract Duration **5 years**

Contract Renewal **Not Applicable**

Prices Good for **90 days**

Bid Comments **Williamson County is soliciting qualifications from engineering firms interested in providing utility coordination and engineering services to Williamson County for roads, bridges, buildings, parks and other projects.**

#### Item Response Form

Item **1611-127-01-01 - Add all documents to this line item**

Quantity **1 each**

Unit Price

Delivery Location **Williamson County, Texas**

Road and Bridge  
3151 S. E. Inner Loop  
Suite B  
Georgetown TX 78626  
**Qty 1**

#### Description

Add all documents to this line item.



 <https://0f81d5c2334756a8d26a-7c1335b7194851f9117ef1037604d9f5.ssl.cf1.rackcdn.com/Proposal%20References.PNG>

### List

the  
last  
three  
(3)  
companies  
or  
governmental  
agencies,  
where  
the  
same  
or  
similar  
goods  
and/or  
services  
as  
contained  
in  
this  
RFP  
package,  
were  
recently  
provided  
by  
Respondent.

### Reference

#### 1

Client  
Name:  
Location:

|  |
|--|
|  |
|  |

Contact  
Name:  
Title:

**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.**

5

6

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.**

5

6



# **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.

|  |   |
|--|---|
|  | 5 |
|  | 6 |

**6. Describe any other affiliation or business relationship that might cause conflict of interest:**

|  |   |
|--|---|
|  | 5 |
|  | 6 |

7

Signature of person doing business with the governmental entity

Date

**Signature not required if completing in BIDSYNC electronically.**

3

4

## 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 herein below 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 (federal, state or local) 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 federal, state or local 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 (federal, state or local) transactions terminated for cause or default;
- (e) Are 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

Title of Certifying Official

Printed Name of Certifying Official

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.

SUBSCRIBED and sworn to before me the undersigned authority by

on this the  day of , 20, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires:

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYSN ELECTRONICALLY.

## 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](http://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.

## 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.

## 2.6 Certificate of Interested Parties Texas Ethics Commission (Form 1295)

As of January 1, 2016, Respondents are responsible for complying with the Texas Government Code Section 2252.908. **The law states that Williamson County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to Williamson County at the time the Respondent submits the signed contract to Williamson County.**

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed
2. has a value of at least \$1 million.

**Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required to be supplied.**

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295.

Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

1. use the online application to process the required information on Form 1295
2. print a copy of the form which will contain a unique certification number
3. an authorized agent of the Respondent must sign the printed copy of the form
4. and have the form **notarized**
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

After Commissioners Court award of the contract, Williamson County must:

- (1) notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.





### RFQ Comments, Requirements and Evaluation

Williamson County is soliciting qualifications of engineering firms interested in providing utility coordination and utility engineering services to Williamson County for roads, bridges, buildings, parks and other projects.

If entering an electronic Statements of Qualifications in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM. The response shall be structured as defined below:

1. Page one: A one (1) single sided page transmittal letter that provides: an overview of the firm. In addition, it shall provide the name, physical mailing address, email address and telephone number of the proposed contact for the RFQ and possible interview process. In order to address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office within Texas and state the location of that office.
2. Page two: Provide organizational chart for the project listing all key task leaders. Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to perform responsibilities represented may result in revocation of the contract. Resumes shall be provided in Appendix A for all individuals listed on the organizational chart.
3. Page three: Provide information regarding the availability of the staff indicated on the organizational chart provided on page two. For staffing purposes, assume the notice to proceed will be issued in January of 2017.
4. Page four: Provide information regarding the project manager's experience, knowledge, skills and abilities as they relate to utility coordination services.
5. Pages five and six: Provide information regarding the key project staff's experience, knowledge, skills and abilities as they relate to utility coordination and utility engineering services.
6. Page seven: Provide information regarding your understanding of the proposed work.
7. Appendix A: Provide resumes of project manager and key staff shown on the organizational chart. **Resumes shall indicate not only a project worked on but the activities performed by the individual on the project. Resumes not providing correct information may be considered non responsive.** Limit resumes to no more than four single sided pages.
8. Appendix B. Debarment and Licensing Certificate
9. Appendix C.: Conflict of Interest Statement

NOTE: If filing electronically via Bidsync, the "Conflict of Interest Statement" and the "Debarment and Licensing Certificate" are fillable forms to be completed and accepted.

### Pass/Fail Criteria

To be considered for evaluation, all interested firms must have at least one office located within Texas. A statement indicating this must be included in the transmittal letter.

**Evaluation and Scoring Criteria for the Statement of Qualifications**

| <b>Evaluation Criteria</b>                                                                  | <b>Maximum Score Points</b> | <b>Please select a whole number from the list provided for each question</b><br>(Decimal scoring or unlisted rating scores are not permitted)                               |
|---------------------------------------------------------------------------------------------|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Project Manager's</u><br>Experience/Qualifications with Utility Coordination             | 30                          | 30 = Significantly Exceeds Requirements<br>24 = Exceeds Requirements<br>18 = Meets ALL requirements<br>12 = Marginally Meets Requirements<br>0 = Does Not Meet Requirements |
| <u>Individuals</u> on Project Team's<br>Experience/Qualifications with Utility Coordination | 30                          | 30 = Significantly Exceeds Requirements<br>24 = Exceeds Requirements<br>18 = Meets ALL requirements<br>12 = Marginally Meets Requirements<br>0 = Does Not Meet Requirements |
| <u>Individuals</u> on Project Team's<br>Experience/Qualifications with Utility Design       | 30                          | 30 = Significantly Exceeds Requirements<br>24 = Exceeds Requirements<br>18 = Meets ALL requirements<br>12 = Marginally Meets Requirements<br>0 = Does Not Meet Requirements |
| <u>Availability of Project Manager, task leads and relevant staff</u>                       | 15                          | 15 = Significantly Exceeds Requirements<br>12 = Exceeds Requirements<br>9 = Meets ALL requirements<br>6 = Marginally Meets Requirements<br>0 = Does Not Meet Requirements   |
| <u>Understanding of Project</u>                                                             | 15                          | 15 = Significantly Exceeds Requirements<br>12 = Exceeds Requirements<br>9 = Meets ALL requirements<br>6 = Marginally Meets Requirements<br>0 = Does Not Meet Requirements   |
| <u>Total Evaluation Points</u>                                                              | 120                         |                                                                                                                                                                             |

**Evaluation and Selection process**

Statements of Qualifications shall be evaluated and scored by a committee of Williamson County employees using the Evaluation and Scoring Criteria enclosed. Depending on the results of the RFQ evaluation, Williamson County may or may not utilize an interview phase. If interviews are used, Williamson County anticipates inviting approximately three to five top scoring respondents to an interview. During the interview, invited respondents shall address criteria included in their letter of invitation for an interview. The top ranking respondent shall be considered to be selected to enter into negotiations for a contract. If negotiation are successful, the selected firm shall be recommended to the Williamson County Commissioners Court for final selection and contract approval. Please note that the Williamson County Commissioners Court will make the final selection of providers for all contracts.

**GENERAL INFORMATION AND SPECIFICATIONS****GENERAL**

Williamson County is soliciting qualifications of engineering firms interested in providing utility coordination and utility engineering services to Williamson County for road, bridge, building, park and other projects.

**TECHNICAL EXPERTISE**

Engineer means a person registered as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code.

**SCOPE OF SERVICES REQUESTED**

Professional utility coordination and engineering services include but are not limited to: the identification of utilities, locating utilities, evaluation of potential utility conflicts, coordinating the relocation of utilities and the design of utilities to be relocated.

## Question and Answers for Bid #1611-127 - Utility Coordination and Utility Engineering Services

### Overall Bid Questions

There are no questions associated with this bid.

**Commissioners Court - Regular Session****29.****Meeting Date:** 11/15/2016

Purchase of Portland Cement Type I/II

**Submitted For:** Max Bricka**Submitted By:** Teri Jeffries, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on awarding Martin Marietta for the purchase of Portland Cement, per the lowest and best quote received, pursuant to Texas Local Gov't Code, Section 262.0225(d) and section 262.0245.

**Background**

A Portland Cement solicitation was formally bid under IFB 1610-124, and no competitive bids were received. Texas Local Government Code Section 262.0225(d) and 262.045 allow the Purchasing Agent to recommend procedures for obtaining necessary items where no competitive bids are received. A recommendation was made to the Road and Bridge Department to solicit and obtain three (3) quotes for the items, as originally bid out. Three quotes were obtained (attached). The responses were evaluated by Road and Bridges, in the same manner as if they had been received during the initial bid process. Based upon an evaluation of the bids received, the recommendation is made to award the bid to Martin Marietta as the overall lowest and best quote for the needed Portland Cement.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**[Martin Marietta Cement](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Teri Jeffries

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/09/2016 09:57 AM



November 9, 2016

Mr. Max Bricka  
Director/Purchasing Agent  
901 S. Austin Ave.  
Georgetown, Texas 78626

Subject: Recommendation for Portland Cement Type I/II quotes

After reviewing all of the pertinent information, it appears that Martin Marietta submitted the overall lowest and best quote for Portland Cement Type I/II. I recommend to the Williamson County Commissioner's Court that they award Martin Marietta as the primary vendor.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads 'J. Terron Evertson'.

J. Terron Evertson, P.E.

# WILLIAMSON COUNTY

## CEMENT FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

NAME OF Vendor: MARTIN Marietta  
Mailing Address: 7781 Fm 1102  
City: New Braunfels State: TX Zip: 78132  
Email Address: dewitt.CARNES@MARTINmarietta.com  
Telephone: (512) 396-5882 Fax: (512) 396 7064  
Mobile Phone: (512) 658-5268

| ITEM # | DESCRIPTION               | UNIT             | EXPECTED QUANTITY | UNIT PRICING -<br>DELIVERED TO<br>CENTRAL<br>MAINTENANCE<br>FACILITY <sup>1</sup> | UNIT PRICING<br>DELIVERED TO<br>PROJECT SITE<br>WITHIN WILCO<br>AND SPREAD | UNIT PRICING -<br>PICKED UP |
|--------|---------------------------|------------------|-------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------|-----------------------------|
| 1      | Portland Cement Type I/II | Ton              | 3,500             | \$124.16/ton                                                                      |                                                                            | \$115.00/ton                |
| 2      | Portland Cement Type I/II | Bag <sup>2</sup> | 200               |                                                                                   |                                                                            |                             |

Note 1: Wilco Central Maintenance Facility, Road and Bridge, 3151 SE Inner Loop, Georgetown, TX 78627

Note 2: Bag size shall be 94 lb.

  
Signature of Person Authorized to Sign

Date: Nov. 2, 2016

Printed Name and Title of Signer: DeWitt Carnes SALES MANAGER

## 2016 Flex Fleet Rates Martin Marietta/ New Fuel Strike consider 2.20 base protect from 2-2.40

| Flex Fleet Rates |         |
|------------------|---------|
| 2016             |         |
| Miles            | Rate    |
| 20               | \$7.48  |
| 25               | \$7.48  |
| 30               | \$7.48  |
| 35               | \$8.26  |
| 40               | \$9.05  |
| 45               | \$10.00 |
| 50               | \$10.94 |
| 55               | \$11.71 |
| 60               | \$12.50 |
| 65               | \$13.34 |
| 70               | \$14.16 |
| 75               | \$14.95 |
| 80               | \$15.11 |
| 85               | \$15.59 |
| 90               | \$16.18 |
| 95               | \$16.44 |
| 100              | \$17.52 |
| 105              | \$17.96 |
| 110              | \$18.25 |
| 115              | \$18.80 |
| 120              | \$19.34 |
| 125              | \$19.93 |
| 130              | \$20.52 |
| 135              | \$21.60 |
| 140              | \$22.31 |
| 145              | \$22.64 |
| 150              | \$22.96 |
| 155              | \$23.28 |
| 160              | \$23.59 |
| 165              | \$23.94 |
| 170              | \$24.29 |
| 175              | \$25.33 |
| 180              | \$26.36 |
| 185              | \$27.06 |
| 190              | \$27.76 |
| 195              | \$28.57 |
| 200              | \$29.39 |
| 205              | \$30.96 |
| 210              | \$31.71 |
| 215              | \$32.47 |
| 220              | \$33.22 |
| 225              | \$33.98 |
| 230              | \$34.73 |
| 235              | \$35.49 |
| 240              | \$36.24 |
| 245              | \$37.00 |
| 250              | \$37.75 |

| Flex Fleet Rates |         |
|------------------|---------|
| 2016             |         |
| Miles            | Rate    |
| 255              | \$39.02 |
| 260              | \$39.78 |
| 265              | \$40.55 |
| 270              | \$41.31 |
| 275              | \$42.08 |
| 280              | \$42.84 |
| 285              | \$43.61 |
| 290              | \$44.37 |
| 295              | \$45.14 |
| 300              | \$46.35 |
| 305              | \$47.12 |
| 310              | \$47.90 |
| 315              | \$48.67 |
| 320              | \$49.44 |
| 325              | \$50.21 |
| 330              | \$50.99 |
| 335              | \$51.76 |
| 340              | \$52.53 |
| 345              | \$53.30 |
| 350              | \$55.13 |
| 355              | \$55.91 |
| 360              | \$56.70 |
| 365              | \$57.49 |
| 370              | \$58.28 |
| 375              | \$59.06 |
| 380              | \$59.85 |
| 385              | \$60.64 |
| 390              | \$61.43 |
| 395              | \$62.21 |
| 400              | \$63.80 |
| 405              | \$64.60 |
| 410              | \$65.40 |
| 415              | \$66.19 |
| 420              | \$66.99 |
| 425              | \$67.79 |
| 430              | \$68.59 |
| 435              | \$69.38 |
| 440              | \$70.18 |
| 445              | \$70.98 |
| 450              | \$72.00 |
| 455              | \$72.80 |
| 460              | \$73.60 |
| 465              | \$74.40 |
| 470              | \$75.20 |
| 475              | \$76.00 |
| 480              | \$76.80 |
| 485              | \$77.60 |
| 490              | \$78.40 |
| 495              | \$79.20 |
| 500              | \$80.00 |

normalized fuel would have a FSC increase of 1% forevery .10 over DOE starting at 2.41



# WILLIAMSON COUNTY

## CEMENT FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

NAME OF Vendor: TEXAS LEHIGH CEMENT COMPANY, LP

Mailing Address: P.O. Box 610

City: BUDA State: TX Zip: 78610

Email Address: ORDERS@TEXASLEHIGH.COM

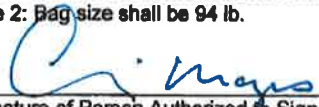
Telephone: (800) 252-5408 Fax: (512) 295-3102 / 295-2440

Direct Line  
Mobile Phone: (512) 295-9205

| ITEM # | DESCRIPTION               | UNIT             | EXPECTED QUANTITY                | UNIT PRICING -<br>DELIVERED TO<br>CENTRAL<br>MAINTENANCE<br>FACILITY <sup>1</sup> | UNIT PRICING<br>DELIVERED TO<br>PROJECT SITE<br>WITHIN WILCO<br>AND SPREAD | UNIT PRICING -<br>PICKED UP |
|--------|---------------------------|------------------|----------------------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------|-----------------------------|
| 1      | Portland Cement Type I/II | Ton              | 3,500                            | \$131.00                                                                          | \$140.00                                                                   | \$120.00                    |
| 2      | Portland Cement Type I/II | Bag <sup>2</sup> | Expires December 31, 2017<br>200 | NO BID                                                                            |                                                                            |                             |

Note 1: Wilco Central Maintenance Facility, Road and Bridge, 3151 SE Inner Loop, Georgetown, TX 78627

Note 2: Bag size shall be 94 lb.

  
Signature of Person Authorized to Sign

Date: 11/03/2016

Printed Name and Title of Signer: CREIG MAYES SALES COORDINATOR

# WILLIAMSON COUNTY

## CEMENT FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

NAME OF Vendor: Alamo Cement Co

Mailing Address: P.O. Box 34807

City: San Antonio State: TX Zip: 78265

Email Address: ebroach@alamocement.com

Telephone: (210) 208.1855 Fax: (210) 208.1881

Mobile Phone: ( )

| ITEM # | DESCRIPTION               | UNIT             | EXPECTED QUANTITY | UNIT PRICING –<br>DELIVERED TO<br>CENTRAL<br>MAINTENANCE<br>FACILITY <sup>1</sup> | UNIT PRICING<br>DELIVERED TO<br>PROJECT SITE<br>WITHIN WILCO<br>AND SPREAD | UNIT PRICING -<br>PICKED UP |
|--------|---------------------------|------------------|-------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------|-----------------------------|
| 1      | Portland Cement Type I/II | Ton              | 3,500             | \$149.46<br>per ton                                                               | \$155.96 *<br>per ton                                                      | \$130.00<br>per ton         |
| 2      | Portland Cement Type I/II | Bag <sup>2</sup> | 200               | \$8.47 per sack<br>93.59 lb sk<br>42 kg                                           | \$8.47 per sk *<br>Spread does not apply<br>to sack loads                  | \$7.60 per sack             |

Note 1: Wilco Central Maintenance Facility, Road and Bridge, 3151 SE Inner Loop, Georgetown, TX 78627

Note 2: Bag size shall be 94 lb.

**Ed Broach**

Digitally signed by Ed Broach  
DN: cn=Ed Broach, o=Alamo Cement, ou=Alamo  
Sales, email=ebroach@alamocement.com, c=US  
Date: 2016.11.02 12:30:55 -0500

Date: 11/2/16

Signature of Person Authorized to Sign

Printed Name and Title of Signer: Ed Broach VP Sales Alamo Cement Company

\* Unit price delivered based on freight to central maintenance. Delivered to project site within Wilco will vary based on milage to exact location.

**Commissioners Court - Regular Session****30.****Meeting Date:** 11/15/2016

Cooperative Contract TIPS1042816 Clifford Power, Generator Services for FYI 2017

**Submitted For:** Max Bricka**Submitted By:** Teri Jeffries, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on the approval of the execution of the service agreement with Clifford Power Systems, under Cooperative Agreement TIPS #1042816 for generator maintenance services for FYI 2017 in the amount of \$23,001.91.

**Background**

This is a maintenance service agreement with Facilities for generators for FYI 2017 under cooperative TIPS #1042816.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**[Clifford Power contract](#)[Clifford quote](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Teri Jeffries

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 12:05 PM

Started On: 11/09/2016 11:29 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT  
PLANNED MAINTENANCE  
FOR COUNTY FACILITIES/GENERATORS  
(Clifford Power Systems, Inc.)  
(TIP Cooperative #1042816)**

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**THIS SERVICES CONTRACT** (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Clifford Power Systems, Inc.**, (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

**A. As described in the attached Statement of Work/Planned Maintenance Agreement, dated November 1, 2016 and marked Exhibit "A," which is incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

## II.

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for the current fiscal year until September 30, 2017 or when terminated pursuant to paragraph X below.

## III.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amounts under this agreement are \$23,001.91 for related goods and services. Only services that are needed will be ordered pursuant to the attached Exhibit "A." The not-to-exceed amount may only be revised by an addendum or change order and must be approved by the Williamson County Commissioners Court.** 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.

## IV.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

| Type of Coverage          | Limits of Liability    |
|---------------------------|------------------------|
| a. Worker's Compensation  | Statutory              |
| b. Employer's Liability   |                        |
| Bodily Injury by Accident | \$500,000 Ea. Accident |
| Bodily Injury by Disease  | \$500,000 Ea. Employee |
| Bodily Injury by Disease  | \$500,000 Policy Limit |

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

| COVERAGE                                                                                      | PER PERSON  | PER OCCURRENCE |
|-----------------------------------------------------------------------------------------------|-------------|----------------|
| Comprehensive General Liability<br>(including premises, completed operations and contractual) | \$1,000,000 | \$1,000,000    |
| Aggregate policy limits:                                                                      |             | \$2,000,000    |

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

| COVERAGE                           | PER PERSON  | PER OCCURRENCE     |
|------------------------------------|-------------|--------------------|
| Bodily injury<br>(including death) | \$1,000,000 | \$1,000,000        |
| Property damage                    | \$1,000,000 | \$1,000,000        |
| Aggregate policy limits            |             | No aggregate limit |

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

## V.

**Entire Contract & Incorporated Documents:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

**A. As described in the attached Statement of Work/Planned Maintenance Agreement, dated November 1, 2016 and marked Exhibit "A," which is incorporated herein as if copied in full; and**

**B. Insurance certificates evidencing required coverages.**

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or

incorporated documents.

## VI.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VIII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

## IX.

· **Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

## X.

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

## XI.

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

## XII.

**Severability:** 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, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

## XIII.

**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 Contract, 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 Contract 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.

## XIV.



**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XV.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

**XVI.**

**No Assignment:** Service Provider may not assign this Contract.

**XVII.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY:**

**SERVICE PROVIDER:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 2016

  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Printed Name

Date: NOVEMBER 7, 2016

**Exhibit "A"**  
**Statement of Work/Quotation**



\*TIPS APPROVED CONTRACT \*

PLANNED MAINTENANCE (PM) AGREEMENT

Clifford Power Systems, Inc. ("CPS") agrees to provide Williamson County ("Customer"), and Customer agrees to accept and pay for parts and services necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Customer Address: 3101 SE Inner Loop City: Georgetown ST: TX ZIP: 78626

EQUIPMENT

| Generator  | Model                 | Serial        | KW   | Location            | Quarterly PM Services | Load Bank  |
|------------|-----------------------|---------------|------|---------------------|-----------------------|------------|
| Baldor     |                       | P0508290007   | 180  | Round Rock          | \$2,020.76            | \$817.02   |
| Onan       | GGFB-3388565          | B000062477    | 35   | Central Maintenance | \$1,335.51            | \$579.45   |
| Generac    | 2254270400            | 2066635       | 200  | Juvenile            | \$2,020.76            | \$817.02   |
| Cummins    | DQFAD-1206664         | F120358177    | 1000 | ESOC                | \$4,195.21            | \$1,756.44 |
| Generac    | SD0400KG22125D18HPYY3 | 9159996       | 400  | South Jail          | \$2,328.48            | \$1,044.48 |
| Onan       | DFLE-5583568          | K020442322    | 1500 | North Jail          | \$4,746.31            | \$2,567.34 |
| Gillette   | SPD-330-3-2E          |               |      | Historic Jail       | \$1,524.17            | \$615.72   |
| Sentry Pro | 200MI30P-120          | 108148 01     | 109  | Georgetown Health   | \$1,747.60            | \$701.86   |
| Baldor     | IDL-150-JD            | M07D206910-02 | 150  | Taylor              | \$1,747.60            | \$701.86   |
| Shindaiwa  | DGK45C                | 71041         | 36   | Cedar Park          | \$1,335.51            | \$579.45   |

This agreement will be in accordance to the following terms and conditions, for a period of one (1) year.

In consideration of the agreements herein contained:

- Customer agrees to:** Remit the annual amount of \$23,001.91 for the PM services performed by CPS, plus the cost of any additional options chosen below that are performed by CPS. Customer will receive a copy of CPS maintenance inspection report with all applicable areas filled out by the service technician. **Customer also agrees to pay all applicable taxes and environmental fees.**
- CPS agrees to:** Perform PM inspections of Equipment 4 times per year at approximate 3 month intervals. Work to be performed during regular business hours **8:00AM to 5:00PM Monday through Friday**. All applicable items of Equipment shall be inspected and reported to the Customer. CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer. CPS will perform normal maintenance on Equipment including oil and filter changes. The following are maintenance service intervals for filter and fluid changes, and other services not performed at every inspection. **All applicable items will be performed or checked at the first inspection after this agreement is accepted.**

INCLUDED PM ITEMS

|                                                                                                                                                                                                                         |                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| A. Oil change once per year.                                                                                                                                                                                            | B. Oil filter change at time of oil change.                                 |
| C. Fuel filter change (if applicable) once per year.                                                                                                                                                                    | D. Oil analysis will be done (by outside laboratory) at time of oil change. |
| E. Coolant maintenance as necessary. Includes testing for freeze point & inhibitor levels. Conditioners added as needed. If coolant replacement necessary, a disposal fee of <b>\$1.00</b> per gallon will be assessed. |                                                                             |

OPTIONAL PM SERVICE & APPLICABLE CHARGES

|                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F. Perform 2 Hour Load Bank Test at the time of PM visit on (10) units.<br><b>\$ <u>10,180.64</u> cost</b> <input type="checkbox"/> Accept <input type="checkbox"/> Decline<br><b>Performed Annually</b> <b>Initial Appropriate Line</b> | G. Perform annual fuel contamination & quality testing on (10) units.<br><b>\$ <u>4,270.00</u> cost</b> <input type="checkbox"/> Accept <input type="checkbox"/> Decline<br><b>Performed Annually</b> <b>Initial Appropriate Line</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- Customer authorizes:** CPS to perform repairs deemed necessary for proper operation of the standby power system at time of inspection. The cost of repairs shall not exceed \$\_\_\_\_\_ (\$500 recommended) without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount would be referred to the Customer for action and additional authorization. Cost for additional repairs will be charged at CPS prevailing labor rates plus parts costs and prevailing mileage rates (if additional trips are required).
- Customer authorizes:** CPS to perform a Diesel Fuel Top Off Service for an amount not exceed \$\_\_\_\_\_ (\$600 recommended) without customer authorization. This service shall be documented on the inspection report. Cost for fuel service will be charged at CPS prevailing labor and fuel rates. Service Trucks are capable of providing up to 100 gallons, if approved pricing covers costs.
- CPS warrants its work:** For a period of thirty (30) days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, over-loading, over-speeding, repairs made by someone other than CPS, fire, flood, vandalism, theft or any other acts beyond the control of CPS.
- Failures of new parts installed by CPS:** Failure of any new part/s installed by CPS during the course of maintenance service shall be covered by the manufacturer's warranty of said part(s).
- Renewal:** This agreement will automatically renew at the completion of the agreement period unless cancelled per paragraph 8.
- This agreement may be cancelled by either party:** With a ninety (90) day written notification.
- Limitation of Liability:** Clifford Power Systems, Inc.'s liability under this agreement, if any, shall be limited to the contract amount of this agreement. In no event shall CPS be liable for any consequential, incidental or exemplary damages, including, but not limited to, loss of profits or down time.

CPS and Customer have agreed to the above this day.

By: \_\_\_\_\_  
Customer-Representative

By: Candace Jaynes  
CPS-Representative

Date: \_\_\_\_\_

Date: 11/01/2016

**Commissioners Court - Regular Session****31.****Meeting Date:** 11/15/2016

Purchase of Vehicles for 911 Comm.

**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action to approve a co-op purchase (Buyboard Contract #430-13) between Williamson County Texas and Chastang Ford for (1) 2017 Ford Police Interceptor to support operations of Williamson County 911 Communications.

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**Vehicle Approval

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/09/2016 08:34 AM



**Chastang Ford**  
6200 N. Loop East, Houston, Texas, 770261936  
Office: 713-678-5000 Fax: 713-678-5001

## Customer Proposal

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**Prepared by:**

Ed Miller  
Office: 713-678-5007  
Email: emiller@chastangford.com

**Date:** 11/08/2016

**Vehicle:** 2017 Utility Police Interceptor Base  
AWD





## Selected Options

| Code                         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | MSRP        |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>Base Vehicle</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |
| K8A                          | Base Vehicle Price (K8A)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$31,510.00 |
| <b>Packages</b>              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |
| 500A                         | Order Code 500A<br><br><i>Includes:</i><br>- Engine: 3.7L V6 Ti-VCT FFV<br>- Transmission: 6-Speed Automatic<br>- 3.65 Axle Ratio<br>- GVWR: 6,300 lbs<br>- Tires: P245/55R18 AS BSW<br>- Wheels: 18" x 8" 5-Spoke Painted Black Steel<br>Includes center caps and full size spare.<br>- Unique HD Cloth Front Bucket Seats w/Vinyl Rear<br>Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.<br>- Radio: MyFord AM/FM/CD/MP3 Capable<br>Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display. | N/C         |
| <b>Powertrain</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |
| 99R                          | Engine: 3.7L V6 Ti-VCT FFV                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Included    |
| 44C                          | Transmission: 6-Speed Automatic                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Included    |
| STDAX                        | 3.65 Axle Ratio                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Included    |
| STDGV                        | GVWR: 6,300 lbs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Included    |
| <b>Wheels &amp; Tires</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |
| STDTR                        | Tires: P245/55R18 AS BSW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Included    |
| 64E                          | Wheels: 18" Painted Aluminum<br><br><i>Spare wheel is an 18" conventional (Police) black steel wheel.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$475.00    |
| <b>Seats &amp; Seat Trim</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |
| F                            | Unique HD Cloth Front Bucket Seats w/Cloth Rear<br><br><i>Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</i>                                                                                                                                                                                                                                                                                                                                                                                                           | Included    |
| <b>Other Options</b>         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |
| 113WB                        | 113" Wheelbase                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | STD         |
| PAINT                        | Monotone Paint Application                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | STD         |
| STDRD                        | Radio: MyFord AM/FM/CD/MP3 Capable<br><br><i>Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Included    |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. | Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Selected Options (cont'd)

| Code | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | MSRP     |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 65U  | Interior Upgrade Package<br><br><i>Includes:</i><br>- 1st & 2nd Row Carpet Floor Covering<br>Includes front and rear floor mats.<br>- Unique HD Cloth Front Bucket Seats w/Cloth Rear<br>Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.<br>- Center Floor Console Less Shifter<br>Includes unique police console finish plate, console top plate - finish 3 (including 2 cup holders).<br>- Front Console Plate Delete | \$390.00 |
| 86P  | Front Headlamp/Police Interceptor Housing Only<br><br><i>Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights).</i>                                                                                                                                                                                                                                                                                 | \$125.00 |
| 86T  | Tail Lamp/Police Interceptor Housing Only<br><br><i>Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies).</i>                                                                                                                                                                                                                                                                                                                                                                                          | \$60.00  |
| 942  | Daytime Running Lamps                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$45.00  |
| 60A  | Grille LED Lights, Siren & Speaker Pre-Wiring                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$50.00  |
| 51T  | Driver Only LED Spot Lamp (Whelen)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$420.00 |
| 53M  | SYNC Basic (Voice-Activated Communications System)<br><br><i>Includes single USB port and single auxiliary audio input jack.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$295.00 |
| 16C  | 1st & 2nd Row Carpet Floor Covering<br><br><i>Includes front and rear floor mats.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Included |
| 85D  | Front Console Plate Delete                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Included |
| 55B  | BLIS Blind Spot Monitoring w/Cross Traffic Alert<br><br><i>Includes heated mirrors.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$545.00 |
| 54Z  | Manual Fold-Away Mirrors w/Heat<br><br><i>Without memory and without puddle lamps.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | N/A      |
| 595  | Remote Keyless Entry Key Fob w/o Key Pad<br><br><i>Does not include PATS.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$260.00 |
| 76R  | Reverse Sensing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$275.00 |
| 17A  | Aux Air Conditioning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$610.00 |

### Interior Colors

|       |                |     |
|-------|----------------|-----|
| FW_01 | Charcoal Black | N/C |
|-------|----------------|-----|

### Primary Colors

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. | Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Selected Options (cont'd)

| Code                 | Description                   | MSRP        |
|----------------------|-------------------------------|-------------|
| YZ_02                | Oxford White                  | N/C         |
| <b>Upfit Options</b> |                               |             |
| delivery             | Delivery of truck to city     | \$375.00    |
| Buy Board            | Buy Board Fee Contract 430-13 | \$400.00    |
| SUBTOTAL             |                               | \$35,835.00 |
| Destination Charge   |                               | \$945.00    |
| TOTAL                |                               | \$36,780.00 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. | Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.





## Pricing - Single Vehicle

|                            |                                         | MSRP        |
|----------------------------|-----------------------------------------|-------------|
| <i>Vehicle Pricing</i>     |                                         | \$36,780.00 |
| <i>Pre-Tax Adjustments</i> |                                         |             |
| Code                       | Description                             |             |
| 01 flt                     | DISCOUNT AND BUYBOARD 430-13 CONCESSION | -\$7,484.00 |
| Total                      |                                         | \$29,296.00 |

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Customer Signature

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Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. | Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Selected Equipment & Specs

### Dimensions

- \* Exterior length: 197.1"
- \* Exterior height: 69.2"
- \* Front track: 67.0"
- \* Turning radius: 19.4'
- \* Max ground clearance: 8.5"
- \* Rear legroom: 41.6"
- \* Rear headroom: 40.1"
- \* Rear hiproom: 56.8"
- \* Rear shoulder room: 60.9"
- \* Approach angle: 19.7 deg
- \* Cargo volume: 48.1cu.ft.
- \* Maximum cargo volume: 85.1cu.ft.
- \* Exterior width: 78.9"
- \* Wheelbase: 112.6"
- \* Rear track: 67.0"
- \* Min ground clearance: 6.5"
- \* Front legroom: 40.6"
- \* Front headroom: 41.4"
- \* Front hiproom: 57.3"
- \* Front shoulder room: 61.3"
- \* Passenger volume: 118.4cu.ft.
- \* Departure angle: 21.7 deg
- \* Cargo volume seats folded: 85.1cu.ft.

### Powertrain

- \* 304hp 3.7L DOHC 24 valve V-6 engine with variable valve control, SMPI
- \* ULEV II
- \* All-wheel drive
- \* Fuel Economy Highway: 21 mpg
- \* Recommended fuel : regular unleaded
- \* 6 speed automatic transmission with overdrive
- \* Fuel Economy City: 16 mpg
- \* Capless fuel filler

### Suspension/Handling

- \* Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- \* Electric power-assist rack-pinion Steering
- \* P245/55WR18 BSW AS front and rear tires
- \* Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks
- \* Front and rear 18 x 8 painted aluminum wheels

### Body Exterior

- \* 4 doors
- \* Black door mirrors
- \* Body-coloured bumpers
- \* Front and rear 18 x 8 wheels
- \* Driver and passenger power remote heated folding door mirrors
- \* Lip rear spoiler
- \* Clearcoat paint

### Convenience

- \* Manual air conditioning with air filter
- \* Auxiliary rear heater
- \* Power windows
- \* Driver and passenger 1-touch down
- \* Manual tilt steering wheel
- \* Power adjustable pedals
- \* 1 1st row LCD monitor
- \* Dual visor mirrors
- \* Driver and passenger door bins
- \* Rear HVAC
- \* Cruise control with steering wheel controls
- \* Driver and passenger 1-touch up
- \* Remote power door locks with illuminated entry
- \* Day-night rearview mirror
- \* Wireless phone connectivity
- \* Front cupholders
- \* Full floor console

### Seats and Trim

- \* Seating capacity of 5
- \* 8-way 6-way power driver seat adjustment
- \* Power height adjustable driver seat
- \* Centre front armrest
- \* Front bucket seats
- \* Manual driver lumbar support
- \* 4-way passenger seat adjustment
- \* 60-40 folding rear split-bench seat

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## Selected Equipment & Specs (cont'd)

- \* Cloth seat upholstery

- \* Metal-look instrument panel insert

### Entertainment Features

- \* AM/FM stereo radio
- \* MP3 decoder
- \* SYNC external memory control
- \* 6 speakers
- \* Integrated roof antenna

- \* Single CD player
- \* Auxiliary audio input
- \* Steering wheel mounted radio controls
- \* Wireless streaming

### Lighting, Visibility and Instrumentation

- \* LED low beam aero-composite headlights
- \* Variable intermittent front windshield wipers
- \* Fixed interval rear windshield wiper
- \* Fixed rearmost windows
- \* Front and rear reading lights
- \* Camera(s) - rear with washer
- \* Trip computer
- \* Trip odometer

- \* LED brakelights
- \* Speed sensitive wipers
- \* Rear window defroster
- \* Deep tinted windows
- \* Tachometer
- \* Low tire pressure warning
- \* Parking sensors
- \* BLIS blind spot sensor

### Safety and Security

- \* 4-wheel ABS brakes
- \* 4-wheel disc brakes
- \* ABS and driveline traction control
- \* Dual seat mounted side impact airbag supplemental restraint system
- \* Airbag supplemental restraint system occupancy sensor
- \* Manually adjustable front head restraints

- \* Brake assist with hill hold control
- \* AdvanceTrac w/Roll Stability Control electronic stability
- \* Dual front impact airbag supplemental restraint system
- \* Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- \* Power remote door locks with
- \* BLIS blind spot sensor

### Dimensions

#### General Weights

|            |           |            |           |
|------------|-----------|------------|-----------|
| Curb ..... | 4639 lbs. | GVWR ..... | 6300 lbs. |
|------------|-----------|------------|-----------|

#### General Trailing

|                       |           |            |           |
|-----------------------|-----------|------------|-----------|
| Towing capacity ..... | 2000 lbs. | GCWR ..... | 7110 lbs. |
|-----------------------|-----------|------------|-----------|

#### Fuel Tank type

|                |         |                           |     |
|----------------|---------|---------------------------|-----|
| Capacity ..... | 19 gal. | Capless fuel filler ..... | Yes |
|----------------|---------|---------------------------|-----|

#### Off Road

|                            |        |                            |        |
|----------------------------|--------|----------------------------|--------|
| Approach angle .....       | 20 deg | Departure angle .....      | 22 deg |
| Ramp breakover angle ..... | 16 deg | Min ground clearance ..... | 6 "    |
| Max ground clearance ..... | 8 "    | Load floor height .....    | 31 "   |

#### Interior cargo

|                            |             |                                 |             |
|----------------------------|-------------|---------------------------------|-------------|
| Cargo volume .....         | 48.1 cu.ft. | Cargo volume seats folded ..... | 85.1 cu.ft. |
| Maximum cargo volume ..... | 85.1 cu.ft. |                                 |             |

### Powertrain

#### Engine Type

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## Selected Equipment & Specs (cont'd)

|                                 |                     |                           |                        |
|---------------------------------|---------------------|---------------------------|------------------------|
| Block material .....            | Aluminum            | Cylinders .....           | V-6                    |
| Head material .....             | Aluminum            | Ignition .....            | Electronic             |
| Injection .....                 | Sequential MPI      | Liters .....              | 3.7L                   |
| Orientation .....               | Transverse          | Recommended fuel .....    | Regular unleaded       |
| Valves per cylinder .....       | 4                   | Valvetrain .....          | DOHC                   |
| Variable valve control .....    | Yes                 |                           |                        |
| <b>Engine Spec</b>              |                     |                           |                        |
| Bore .....                      | 3.76"               | Compression ratio .....   | 10.8:1                 |
| Displacement .....              | 227 cu.in.          | Stroke .....              | 3.41"                  |
| <b>Engine Power</b>             |                     |                           |                        |
| Output .....                    | 304 HP @ 6,500 RPM  | Torque .....              | 279 ft.-lb @ 4,000 RPM |
| <b>Alternator</b>               |                     |                           |                        |
| Type .....                      | HD                  | Amps .....                | 220                    |
| <b>Battery</b>                  |                     |                           |                        |
| Amp hours .....                 | 78                  | Cold cranking amps .....  | 750                    |
| Type .....                      | HD                  |                           |                        |
| <b>Engine Extras</b>            |                     |                           |                        |
| Oil cooler .....                | Yes                 | Radiator .....            | HD                     |
| <b>Transmission</b>             |                     |                           |                        |
| Electronic control .....        | Yes                 | Lock-up .....             | Yes                    |
| Overdrive .....                 | Yes                 | Speed .....               | 6                      |
| Type .....                      | Automatic           |                           |                        |
| <b>Transmission Gear Ratios</b> |                     |                           |                        |
| 1st .....                       | 4.484               | 2nd .....                 | 2.872                  |
| 3rd .....                       | 1.842               | 4th .....                 | 1.414                  |
| 5th .....                       | 1                   | 6th .....                 | 0.742                  |
| Reverse Gear ratios .....       | 2.882               |                           |                        |
| <b>Transmission Extras</b>      |                     |                           |                        |
| Oil cooler .....                | Regular duty        |                           |                        |
| <b>Drive Type</b>               |                     |                           |                        |
| 4wd type .....                  | Automatic full-time | Type .....                | All-wheel drive        |
| <b>Drive Feature</b>            |                     |                           |                        |
| Traction control .....          | ABS and driveline   | Locking hub control ..... | Permanent              |
| <b>Drive Axle</b>               |                     |                           |                        |
| Ratio .....                     | 3.65                |                           |                        |
| <b>Exhaust</b>                  |                     |                           |                        |
| Material .....                  | Stainless steel     | System type .....         | Dual                   |
| <b>Emissions</b>                |                     |                           |                        |
| CARB .....                      | ULEV II             | EPA .....                 | Tier 2 Bin 5           |
| <b>Fuel Economy</b>             |                     |                           |                        |
| City .....                      | 16 mpg              | Highway .....             | 21 mpg                 |
| Fuel type .....                 | Gasoline            |                           |                        |

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## Selected Equipment & Specs (cont'd)

### Fuel Economy (Alternate 1)

Fuel type ..... E85

### Acceleration

0-60 mph (s) ..... 6.54

### 1/4 Mile

Seconds ..... 14.7

Speed ..... 92 mph

### Skid Pad

Lateral acceleration (g) ..... 0.8

### Slalom

Speed ..... 56 mph

## Driveability

### Brakes

ABS ..... 4-wheel

Type ..... 4-wheel disc

ABS channels ..... 4

Vented discs ..... Front

### Brake Assistance

Brake assist ..... Yes

Hill hold control ..... Yes

### Suspension Control

Ride ..... Regular

Electronic stability .. Stability control with anti-roll

### Front Suspension

Independence ..... Independent

Anti-roll bar ..... Regular

Type ..... Strut

### Front Spring

Type ..... Coil

Grade ..... Regular

### Front Shocks

Type ..... Gas-pressurized

### Rear Suspension

Independence ..... Independent

Anti-roll bar ..... Regular

Type ..... Multi-link

### Rear Spring

Type ..... Coil

Grade ..... Regular

### Rear Shocks

Type ..... Gas-pressurized

### Steering

Activation ..... Electric power-assist

Type ..... Rack-pinion

### Steering Specs

# of wheels ..... 2

## Exterior

### Front Wheels

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## Selected Equipment & Specs (cont'd)

|                                |                    |                               |                                              |
|--------------------------------|--------------------|-------------------------------|----------------------------------------------|
| Diameter .....                 | 18"                | Width .....                   | 8.00"                                        |
| <i>Rear Wheels</i>             |                    |                               |                                              |
| Diameter .....                 | 18"                | Width .....                   | 8.00"                                        |
| <i>Spare Wheels</i>            |                    |                               |                                              |
| Wheel material .....           | Steel              |                               |                                              |
| <i>Front and Rear Wheels</i>   |                    |                               |                                              |
| Appearance .....               | Painted            | Material .....                | Aluminum                                     |
| <i>Front Tires</i>             |                    |                               |                                              |
| Aspect .....                   | 55                 | Diameter .....                | 18"                                          |
| Sidewalls .....                | BSW                | Speed .....                   | W                                            |
| Tread .....                    | AS                 | Type .....                    | P                                            |
| Width .....                    | 245mm              |                               |                                              |
| <i>Rear Tires</i>              |                    |                               |                                              |
| Aspect .....                   | 55                 | Diameter .....                | 18"                                          |
| Sidewalls .....                | BSW                | Speed .....                   | W                                            |
| Tread .....                    | AS                 | Type .....                    | P                                            |
| Width .....                    | 245mm              |                               |                                              |
| <i>Spare Tire</i>              |                    |                               |                                              |
| Mount .....                    | Inside under cargo | Type .....                    | Full-size                                    |
| <i>Wheels</i>                  |                    |                               |                                              |
| Front track .....              | 67.0"              | Rear track .....              | 67.0"                                        |
| Turning radius .....           | 19.4'              | Wheelbase .....               | 112.6"                                       |
| <i>Body Features</i>           |                    |                               |                                              |
| Rear spoiler .....             | Lip                | Body material .....           | Galvanized steel/aluminum                    |
| Side impact beams .....        | Yes                |                               |                                              |
| <i>Body Doors</i>              |                    |                               |                                              |
| Door count .....               | 4                  | Left rear passenger .....     | Conventional                                 |
| Right rear passenger .....     | Conventional       | Rear cargo .....              | Liftgate                                     |
| <i>Exterior Dimensions</i>     |                    |                               |                                              |
| Length .....                   | 197.1"             | Body width .....              | 78.9"                                        |
| Body height .....              | 69.2"              | Axle to end of frame .....    | 46.5"                                        |
| Rear door opening height ..... | 32.5"              | Rear door opening width ..... | 46.6"                                        |
| <i>Safety</i>                  |                    |                               |                                              |
| <i>Airbags</i>                 |                    |                               |                                              |
| Driver front-impact .....      | Yes                | Driver side-impact .....      | Seat mounted                                 |
| Occupancy sensor .....         | Yes                | Overhead .....                | Safety Canopy System curtain 1st and 2nd row |
| Passenger front-impact .....   | Yes                | Passenger side-impact .....   | Seat mounted                                 |
| <i>Seatbelt</i>                |                    |                               |                                              |
| Rear centre 3 point .....      | Yes                | Height adjustable .....       | Front                                        |
| Pre-tensioners .....           | Front              | Pre-tensioners (#) .....      | 2                                            |

## Seating

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## Selected Equipment & Specs (cont'd)

### Passenger Capacity

Capacity ..... 5

### Front Seats

Split ..... Buckets      Type ..... Bucket

### Driver Seat

Fore/aft ..... Power      Height adjustable ..... Power  
Reclining ..... Manual      Way direction control ..... 8  
Lumbar support ..... Manual      Cushion tilt ..... Power

### Passenger seat

Fore/aft ..... Manual      Reclining ..... Manual  
Way direction control ..... 4

### Front Head Restraint

Control ..... Manual      Type ..... Adjustable

### Front Armrest

Centre ..... Yes

### Rear Seats

Descriptor ..... Split-bench      Facing ..... Front  
Folding ..... 60-40      Folding position ..... Fold forward seatback  
Type ..... Fixed

### Front Seat Trim

Material ..... Cloth      Back material ..... Vinyl

### Rear Seat Trim Group

Material ..... Cloth      Back material ..... Carpet

## Convenience

### AC And Heat Type

Air conditioning ..... Manual      Rear HVAC ..... Yes  
Air filter ..... Yes      Underseat ducts ..... Yes  
Auxiliary rear heater ..... Yes      Headliner/pillar ducts ..... Yes

### Audio System

CD ..... Single      CD location ..... In-dash  
MP3 decoder ..... MP3 decoder      Auxiliary audio input ..... Yes  
Radio ..... AM/FM stereo      Radio grade ..... Regular  
Seek-scan ..... Yes      External memory control ..... SYNC

### Audio Speakers

Speaker type ..... Regular      Speakers ..... 6

### Audio Controls

Speed sensitive volume ..... Yes      Steering wheel controls ..... Yes  
Voice activation ..... Yes      Wireless streaming ..... Bluetooth yes

### Audio Antenna

Type ..... Integrated roof

### LCD Monitors

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## Selected Equipment & Specs (cont'd)

|                                     |                              |                                     |                                |
|-------------------------------------|------------------------------|-------------------------------------|--------------------------------|
| 1st row .....                       | 1                            | Primary monitor size (inches) ..... | 4.2                            |
| <i>Cruise Control</i>               |                              |                                     |                                |
| Cruise control .....                | With steering wheel controls |                                     |                                |
| <i>Remote Releases</i>              |                              |                                     |                                |
| Cargo access .....                  | Power                        |                                     |                                |
| <i>Convenience Features</i>         |                              |                                     |                                |
| Driver foot rest .....              | Yes                          | Retained accessory power .....      | Yes                            |
| 12V DC power outlet .....           | 2                            | Adjustable pedals .....             | Power                          |
| Wireless phone connectivity .....   | Bluetooth                    |                                     |                                |
| <i>Door Lock Activation</i>         |                              |                                     |                                |
| Type .....                          | Power                        | Remote .....                        | Keyfob (all doors)             |
| <i>Door Lock Type</i>               |                              |                                     |                                |
| Rear child safety .....             | Manual                       | Tailgate/rear door lock .....       | Included with power door locks |
| <i>Instrumentation Type</i>         |                              |                                     |                                |
| Display .....                       | Analog                       |                                     |                                |
| <i>Instrumentation Gauges</i>       |                              |                                     |                                |
| Tachometer .....                    | Yes                          | Engine temperature .....            | Yes                            |
| Engine hour meter .....             | Yes                          |                                     |                                |
| <i>Instrumentation Warnings</i>     |                              |                                     |                                |
| Oil pressure .....                  | Yes                          | Engine temperature .....            | Yes                            |
| Battery .....                       | Yes                          | Lights on .....                     | Yes                            |
| Key .....                           | Yes                          | Low fuel .....                      | Yes                            |
| Low washer fluid .....              | Yes                          | Door ajar .....                     | Yes                            |
| Trunk/liftgate ajar .....           | Yes                          | Service interval .....              | Yes                            |
| Brake fluid .....                   | Yes                          | Low tire pressure .....             | Tire specific                  |
| <i>Instrumentation Displays</i>     |                              |                                     |                                |
| Clock .....                         | In-radio display             | Systems monitor .....               | Yes                            |
| Redundant digital speedometer ..... | Yes                          | Camera(s) - rear .....              | With washer                    |
| <i>Instrumentation Feature</i>      |                              |                                     |                                |
| Trip computer .....                 | Yes                          | Trip odometer .....                 | Yes                            |
| Parking sensors .....               | Rear                         | Blind spot sensor .....             | Warning                        |
| Rear collision .....                | Warning                      |                                     |                                |
| <i>Steering Wheel Type</i>          |                              |                                     |                                |
| Material .....                      | Urethane                     | Tilting .....                       | Manual                         |
| <i>Front Side Windows</i>           |                              |                                     |                                |
| Window 1st row activation .....     | Power                        |                                     |                                |
| <i>Windows Rear Side</i>            |                              |                                     |                                |
| 2nd row activation .....            | Power                        | 3rd row activation .....            | Fixed                          |
| <i>Window Features</i>              |                              |                                     |                                |
| 1-touch down .....                  | Driver and passenger         | 1-touch up .....                    | Driver and passenger           |
| Tinted .....                        | Deep                         |                                     |                                |

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## Selected Equipment & Specs (cont'd)

### Front Windshield

|                              |                       |                       |     |
|------------------------------|-----------------------|-----------------------|-----|
| Wiper .....                  | Variable intermittent | Sun visor strip ..... | Yes |
| Speed sensitive wipers ..... | Yes                   |                       |     |

### Rear Windshield

|                 |                |               |            |
|-----------------|----------------|---------------|------------|
| Wiper .....     | Fixed interval | Heating ..... | Wiper park |
| Defroster ..... | Yes            | Window .....  | Fixed      |

## Interior

### Driver Visor

|              |     |
|--------------|-----|
| Mirror ..... | Yes |
|--------------|-----|

### Passenger Visor

|              |     |
|--------------|-----|
| Mirror ..... | Yes |
|--------------|-----|

### Rear View Mirror

|                 |     |
|-----------------|-----|
| Day-night ..... | Yes |
|-----------------|-----|

### Headliner

|                |      |                |       |
|----------------|------|----------------|-------|
| Coverage ..... | Full | Material ..... | Cloth |
|----------------|------|----------------|-------|

### Floor Trim

|                |                       |                |        |
|----------------|-----------------------|----------------|--------|
| Coverage ..... | Full                  | Covering ..... | Carpet |
| Mats .....     | Carpet front and rear |                |        |

### Trim Feature

|                               |            |                        |            |
|-------------------------------|------------|------------------------|------------|
| Instrument panel insert ..... | Metal-look | Gear shift knob .....  | Urethane   |
| Door panel insert .....       | Metal-look | Interior accents ..... | Metal-look |

### Lighting

|                            |      |                     |     |
|----------------------------|------|---------------------|-----|
| Dome light type .....      | Fade | Front reading ..... | Yes |
| Illuminated entry .....    | Yes  | Rear reading .....  | Yes |
| Variable IP lighting ..... | Yes  |                     |     |

### Floor Console Storage

|            |      |
|------------|------|
| Type ..... | Full |
|------------|------|

### Overhead Console Storage

|               |     |            |      |
|---------------|-----|------------|------|
| Storage ..... | Yes | Type ..... | Mini |
|---------------|-----|------------|------|

### Storage

|                       |         |                                |     |
|-----------------------|---------|--------------------------------|-----|
| Driver door bin ..... | Yes     | Front Beverage holder(s) ..... | Yes |
| Glove box .....       | Locking | Passenger door bin .....       | Yes |
| Dashboard .....       | Yes     |                                |     |

### Cargo Space Trim

|             |        |                                 |         |
|-------------|--------|---------------------------------|---------|
| Floor ..... | Carpet | Trunk lid/rear cargo door ..... | Plastic |
|-------------|--------|---------------------------------|---------|

### Cargo Space Feature

|                            |     |             |     |
|----------------------------|-----|-------------|-----|
| Tie downs .....            | Yes | Light ..... | Yes |
| Cargo tray/organizer ..... | Yes |             |     |

### Legroom

|             |       |            |       |
|-------------|-------|------------|-------|
| Front ..... | 40.6" | Rear ..... | 41.6" |
|-------------|-------|------------|-------|

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## Selected Equipment & Specs (cont'd)

### Headroom

|             |       |            |       |
|-------------|-------|------------|-------|
| Front ..... | 41.4" | Rear ..... | 40.1" |
|-------------|-------|------------|-------|

### Hip Room

|             |       |            |       |
|-------------|-------|------------|-------|
| Front ..... | 57.3" | Rear ..... | 56.8" |
|-------------|-------|------------|-------|

### Shoulder Room

|             |       |            |       |
|-------------|-------|------------|-------|
| Front ..... | 61.3" | Rear ..... | 60.9" |
|-------------|-------|------------|-------|

### Interior Volume

|                        |              |
|------------------------|--------------|
| Passenger volume ..... | 118.4 cu.ft. |
|------------------------|--------------|

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## Warranty - Selected Equipment & Specs

### Warranty

#### Basic

Distance ..... 36000 miles      Months ..... 36 months

#### Powertrain

Distance ..... 100000 miles      Months ..... 60 months

#### Corrosion Perforation

Distance ..... Unlimited miles      Months ..... 60 months

#### Roadside Assistance

Distance ..... 60000 miles      Months ..... 60 months

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**Commissioners Court - Regular Session****32.****Meeting Date:** 11/15/2016

District Attorney Apportionment Supplement BA 11-15-2016

**Submitted For:** Melanie Denny**Submitted By:** Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's office from State Judiciary Apportionment Funds:

**Background**

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day to day expenses of the office as outlined in Governmental Code Section 46.0031.

---

**Fiscal Impact**

| From/To | Acct No.         | Description                 | Amount     |
|---------|------------------|-----------------------------|------------|
|         | 0100.0000.335602 | Dist Atty Salary Supplement | \$7,500.00 |

---

**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 11/04/2016

**Reviewed By**

Wendy Coco

**Date**

11/04/2016 04:13 PM

Started On: 11/04/2016 02:14 PM

**Commissioners Court - Regular Session****33.****Meeting Date:** 11/15/2016

District Attorney Apportionment Supplement BA 11-15-2016

**Submitted For:** Melanie Denny**Submitted By:** Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's office from State Judiciary Apportionment Funds:

**Background**

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used to for certain day to day expense of the office as outlined in Governmental Code Section 46.0031.

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**Fiscal Impact**

| From/To | Acct No.         | Description              | Amount     |
|---------|------------------|--------------------------|------------|
|         | 0100.0440.001940 | Apportionment Supplement | \$6,226.14 |
|         | 0100.0440.002010 | FICA                     | \$476.30   |
|         | 0100.0440.002020 | Retirement               | \$797.56   |

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 11/04/2016

**Reviewed By**

Wendy Coco

**Date**

11/04/2016 04:13 PM

Started On: 11/04/2016 02:25 PM

**Commissioners Court - Regular Session****34.****Meeting Date:** 11/15/2016

Parks Budget Amendment 11-15-2016

**Submitted For:** Melanie Denny**Submitted By:** Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Parks.

**Background**

Received insurance proceeds for May floods. Due to timing of receipt of funds, repairs will be completed fiscal year 2017.

---

**Fiscal Impact**

| From/To | Acct No.         | Description       | Amount      |
|---------|------------------|-------------------|-------------|
|         | 0100.0510.004515 | Trail Maintenance | \$27,171.02 |

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/08/2016 10:25 AM

**Commissioners Court - Regular Session****35.****Meeting Date:** 11/15/2016

Parks Budget Amendment 11-15-2016

**Submitted For:** Melanie Denny**Submitted By:** Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Parks.

**Background**

Received reimbursement from City of Georgetown for damages at 2016 fiscal year end. Due to timing of receipt funds, repairs will be completed fiscal year 2017.

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**Fiscal Impact**

| From/To | Acct No.         | Description       | Amount     |
|---------|------------------|-------------------|------------|
|         | 0100.0510.004515 | Trail Maintenance | \$7,174.56 |

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/08/2016 10:31 AM

**Commissioners Court - Regular Session****36.****Meeting Date:** 11/15/2016

Parks Donations BA 11-15-2016

**Submitted For:** Melanie Denny**Submitted By:** Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations.

**Background**

Donations include \$249.00 for firewood and hay bale from various patrons.

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**Fiscal Impact**

| From/To | Acct No.         | Description    | Amount   |
|---------|------------------|----------------|----------|
|         | 0100.0000.367403 | Park Donations | \$249.00 |

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/08/2016 10:37 AM



**Commissioners Court - Regular Session****37.****Meeting Date:** 11/15/2016

Park Donations BA 11-15-2016

**Submitted For:** Melanie Denny**Submitted By:** Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Park Donations:

**Background**

Donations include \$249.00 for firewood and hay bale from various patrons.

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**Fiscal Impact**

| From/To | Acct No.         | Description      | Amount   |
|---------|------------------|------------------|----------|
|         | 0100.0510.003670 | Use of Donations | \$249.00 |

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/08/2016 10:39 AM

**Commissioners Court - Regular Session****38.****Meeting Date:** 11/15/2016

Economic Development

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

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**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) Project Fiji
- e) Leander Medical Center
- f) Project Monkey

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/09/2016 09:38 AM

**Commissioners Court - Regular Session****39.****Meeting Date:** 11/15/2016

Executive Session

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

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**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 Mays St. Extension
- 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: CR 101
- f) Discuss the acquisition of real property: IH-35 at Ronald Reagan Blvd.
- g) Discuss the acquisition of real property: CR 111
- h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
- i) Discuss the acquisition of real property: landfill properties
- j) Discuss the acquisition of real property: Inner Loop.
- k) Discuss the acquisition of real property for County Facilities.
- l) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)
- m) Discuss the acquisition of real property on CR 305.
- n) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
- o) Discuss the acquisition of real property: Arterial H
- p) Discuss the acquisition of easements on the Forest North project.
- q) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.
- r) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
- s) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
- t) Discuss options for ingress and egress regarding access to Cedar Hollow Subdivision.
- u) Discuss the acquisition of real property for CR 258.
- v) Discuss the acquisition of real property for Lakeline Blvd.
- x) Discuss the acquisition of real property for US 183.

**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 possible sale of 183 A excess right of way
- c) Discuss proposed sale of real estate of Blue Springs Blvd
- d) Discuss proposed sale of excess right of way on CR 107

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

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

No file(s) attached.

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### Form Review

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/09/2016

**Reviewed By**

Wendy Coco

**Date**

11/09/2016 11:01 AM

Started On: 11/09/2016 09:37 AM