

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**FEBRUARY 7TH, 2017**  
**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 – 14 )

5. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including, (1) Surge protector, (1) Laserjet printer, (11) Weed eaters, (12) Chainsaw's, (2) Blowers, (1) Bookcase, (1) File cabinet, (3) Computers and (1) White Onan 2000 Generator (see attached lists) pursuant to Tx. Local Gov't code 263.152.
6. Discuss, consider and take appropriate action on authorizing the disposal of (1) Dell laptop through interdepartmental transfer (see attached list) pursuant to Tx. Local Gov't code 263.152.
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 regarding approval and receipt of agreement for vehicle reimbursements during off-duty work conducted by Constable Pct. 3, with the Red Poppy Bike Ride, 2017.
9. Receive and acknowledge Work Authorization No. 1 under Williamson County Contract for Engineering Services between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for Professional Engineering Design Services for Culverts for Williamson County Road and Bridge.

10. Receive and acknowledge Work Authorization No. 2 under Williamson County Contract for Engineering Services between Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for On Call Professional Engineering Services for Williamson County Road and Bridge
11. Receive and acknowledge Work Authorization No. 1 under Williamson County Contract for Engineering Services between PaveTex Engineering & Testing, Inc. and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Materials Testing for Williamson County Road and Bridge.
12. Receive and acknowledge Work Authorization No. 1 under Williamson County Contract for Engineering Services between Rodriguez Engineering Laboratories, LLC and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Material Testing for Williamson County Road and Bridge.
13. Receive and acknowledge Work Authorization No. 2 under Williamson County Contract for Engineering Services between Kimley-Horn and Associates and Williamson County dated September 3, 2015 for Traffic Signal Warrant Study – CR 119 / Limmer Loop for Williamson County Road and Bridge.
14. Discuss, consider and take appropriate action on approving a variance request from the 25-foot building setback requirement according to Paragraph F2.2 of the 2013 Williamson County Subdivision Regulations for Lots 63 & 64 of the Santa Rita Ranch South Section 14 subdivision - Pct 2.

## **REGULAR AGENDA**

15. Hear update on Sacred Heart and Samaritan Health Ministries clinics.
16. Hear update and discuss bills filed during the 85th Texas Legislative Session.
17. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
18. Discuss, consider, and take appropriate action regarding the "Notice of Termination for Stormwater Discharges associated with Construction Activities" for CR 170, a Road Bond Project in Commissioner Pct. 4.
19. Discuss, consider and take appropriate action on a Contract for Utility Coordination and Relocation Services between Williamson County and Cobb, Fendley & Associates, Inc. relating to the 2013 Road Bond Program.
20. Discuss, consider and take appropriate action on a Real Estate Contract with Richard and Irene Mutai for right of way needed on CR 111 (Parcel 4).
21. Discuss, consider, and take appropriate action on Supplemental Agreement No. 1 to the Agreement for Landscape Architectural Phase II Services between Williamson County and Design Workshop, Inc. for the performance of additional landscape architectural services in relation to the River Ranch County Park.
22. Discuss, consider and take appropriate action on filling the expiring term of Robert L. Bennett, Jr. on the Central Texas Regional Mobility Authority (CTRMA) Board of Directors with Amy Ellsworth who will serve a two-year term beginning on February 1st, 2017 and ending on January 31st, 2019.

23. Discuss, consider and take appropriate action on filling the expiring term of Jim Mills on the Central Texas Regional Mobility Authority (CTRMA) Board of Directors with John Miri who will serve a two-year term beginning on February 1st, 2017 and ending on January 31st, 2019.
24. Discuss, consider and take appropriate action approving the installation of a sign on the exterior of the Williamson County Sheriff Office which identifies the facility located at 508 S. Rock Street, Georgetown, Texas as being the location of the Williamson County Sheriff's Office.
25. Discuss the existing structure and organization of the Williamson County and Cities Health District, as well consider and deliberate possibly transitioning from a Public Health District to a Local Health Department to be operated as a Williamson County department.
26. Discuss, consider, and take appropriate action to approve the expenditures to repair and replace parts for one of the three security Asta Rolling chain operated doors at the Jail facility. Services to be completed by The Door Company for a total of \$6,400.00
27. Discuss, consider and take appropriate action on approving the new Agreement for team building sessions for the Williamson County leadership staff within EMS, with Jaloway Leadership Consulting, LLC, that shall not exceed \$3000.00.
28. Discuss, consider, and take appropriate action on exempting Nemo Q from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, as the sole source provider of our warranty and maintenance on existing hardware and software for the customer queuing that includes Wait Anywhere/Call Ahead feature.
29. Discuss, consider and take appropriate action on a Supplemental Agreement No. 5 to the Agreement for Architectural and Engineering Services between Williamson County and BLGY, Inc. for the civil engineering utility easement design for a needed utility easement and electrical service in relationship to the Williamson County North Campus Project.
30. Discuss, consider and take appropriate action on approving the revised Agreement for thirty-six (36) month lease with Pitney Bowes for a SendPro P Series Postage Machine for the Williamson County Clerk's Office at \$475.47/month.
31. Discuss, consider and take appropriate action on approving the revised Agreement for thirty-six (36) month lease with Pitney Bowes for a SendPro P Series Postage Machine for the Williamson County District Clerk's Office at \$475.47/month.

#### **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)."***

- 32.** 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 Columbus Balbo
- 33.** 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 the acquisition of real property for right-of-way for Mays St. Extension
    - b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
    - c) Discuss the acquisition of real property for CR 176 at RM 2243
    - d) Discuss the acquisition of real property with endangered species for mitigation purposes.
    - e) Discuss the acquisition of real property: CR 101
    - f) Discuss the acquisition of real property: CR 111
    - g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
    - h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
    - i) Discuss the acquisition of real property for County Facilities.
    - j) Discuss the acquisition of real property on CR 305.
    - k) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
    - l) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
    - m) Discuss the acquisition of a drainage easement for CR 108.
    - n) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
    - o) Discuss the acquisition of real property for CR 258.
    - p) Discuss the acquisition of real property for Lakeline Blvd.
    - q) Discuss the acquisition of real property for US 183.
    - r) Discuss options for ingress and egress regarding access to Cedar Hollow Subdivision.
- 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 transfer of right of way for Westinghouse Rd. to the City of Georgetown.
    - e) Discuss wastewater easements in Berry Springs Park
    - f) Discuss Development Agreement with Ashby Capital Investments, LLC
    - g) Discuss sale of County property on Ronald Reagan Blvd.
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- 34.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
  - b) Status Update-Pending Cases or Claims;
  - c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
  - d) Employee/personnel related matters
  - e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
  - f) 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) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and 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) Legislative changes to firearms laws and possession of firearms on county property
- 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) 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
- x) Cause No. 1JC-16-1540; *Roy Earl Briggs v. Lt. Doug Wheless*, In The Justice Court Precinct 1, Williamson County, Texas
- y) Civil Action No. 1:16-cv-01185-SS-ML, *Jose Refugio Fernandez-Madrid v. Keefe Commissary and the Williamson County Sheriff*, In the United States District Court for the Western District of Texas – Austin Division
- z) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.
- aa) Right of Entry and Wastewater Easement(s) in the Berry Springs Park and Preserve Tract

- 35. 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).
- 36. 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).
- 37. Deliberate the appointment of the Williamson County Treasurer; and conduct any interviews necessary with potential candidates for such appointment (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).
- 38. Deliberate the appointment, employment and duties of the Williamson County Purchasing Agent (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters.)

REGULAR AGENDA (continued)

39. Discuss and take appropriate action concerning economic development.
40. Discuss and take appropriate action concerning real estate.
41. 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.  
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) Berry Springs Park and Preserve pipeline
  - s) 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).
  - t) Discuss requirements related to health benefit plan.
  - u) 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
  - v) 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
  - w) Cause No. 1JC-16-1540; *Roy Earl Briggs v. Lt. Doug Wheless*, In The Justice Court Precinct 1, Williamson County, Texas
  - x) Civil Action No. 1:16-cv-01185-SS-ML, *Jose Refugio Fernandez-Madrid v. Keefe Commissary and the Williamson County Sheriff*, In the United States District Court for the Western District of Texas – Austin Division
  - y) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.
  - z) Right of Entry and Wastewater Easement(s) in the Berry Springs Park and Preserve Tract

42. 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.
43. Discuss, consider and take appropriate action on an appointment to fill a vacancy in the office of the Williamson County Treasurer who shall hold such office effective date TBD and continuing thereafter until the next general election pursuant to Loc. Gov't Code Sec. 87.041.
44. Discuss, consider and take appropriate action on an appointment to fill the vacancy of the Williamson County Purchasing Agent, who shall hold office effective date 2/13/17 and thereafter, in accordance with Section 262.0115 of the Texas Local Government Code.
45. 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 \_\_\_\_\_, 2017 at \_\_\_\_\_ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session****5.****Meeting Date:** 02/07/2017

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, (1) Surge protector, (1) Laserjet printer, (11) Weed eaters, (12) Chainsaw's, (2) Blowers, (1) Bookcase, (1) File cabinet, (3) Computers and (1) White Onan 2000 Generator (see attached lists) pursuant to Tx. Local Gov't code 263.152.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Asset Transfer](#)[Asset Transfer 2](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 02/02/2017

**Reviewed By**

Wendy Coco

**Date**

02/02/2017 09:37 AM

Started On: 02/02/2017 09:16 AM

# Williamson County

## Asset Status Change 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 (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Belkin Battery Surge Protector - Model # F6H350-SER	Serial # 2A024137371W4	N/A	Non-Working <input type="button" value="v"/>
1	HP Laserjet Printer - CP3525dn	Serial # CNCC97J03S	N/A	Non-Working <input type="button" value="v"/>
				<input type="button" value="v"/>
				<input type="button" value="v"/>
				<input type="button" value="v"/>

### Parties involved:

FROM (Transferor Department): Constable Pct. 2

Transferor - Elected Official/Department Head/  
Authorized Staff:

Chief William Beechinor

Print Name

Signature

01-19-2017

Date

Contact Person:

Sgt. Kevin Thomas

Print Name

5122604270

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

JAN 24 2017

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

Print Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	ECHO Power Primer 2400 '99	504952		Working
1	ECHO Power Primer 2400 '99	512307		Working
1	ECHO Power Primer 260	3004144		Working
1	ECHO Power Primer 260	5011929		Working
1	ECHO Power Primer 2400	514671		Working

**Parties involved:****FROM** (Transferor Department):Road and Bridge**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**Jeffrey O IveyJeffrey O Ivey

Print Name

Print Name

[Signature]512-639-0144

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

Signature

Date Phone Number

JAN 26 2017AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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☐ DESTRUCTION due to Public Health / Safety  
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### Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	ECHO Power Pruner 2400	23871		Working
1	ECHO Power Pruner 260	3005811		Working
1	ECHO Power Pruner 260	5012867		Working
1	ECHO Power Pruner 260	5012875		Working
1	ECHO Power Pruner 260	5005973		Working

### Parties involved:

FROM (Transferor Department): Road and Bridge

Transferor - Elected Official/Department Head/  
Authorized Staff:

Jeffrey O Ivey  
Print Name

Signature

Contact Person:

Jeffrey O Ivey  
Print Name

512-639-0144  
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

**JAN 26 2017**

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 \_\_\_\_\_

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

### Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	ECHO Power Pruner 260	3003850		Working
1	STIHL 026 Chainsaw '01	251290859		Not Working
1	STIHL 026 Chainsaw	253091409		Not Working
1	Poulan P3314 Chainsaw	101830400151-3		Working
1	STIHL 069L Chainsaw	224497033		Not Working

### Parties involved:

FROM (Transferor Department): Road and Bridge

Transferor - Elected Official/Department Head/  
Authorized Staff:

Jeffrey O Ivey  
Print Name

Signature [Signature]

Contact Person:

Jeffrey O Ivey  
Print Name

Date 5/2-6/39-0144  
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

Signature

Date Phone Number

RECEIVED

JAN 26 2017

AUDITOR'S OFFICE  
WILLIAMSON COUNTY TEXAS

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	STIHL MS200T Chainsaw	166447776		Not Working
1	STIHL 026 Chainsaw	256696672		Not Working
1	STIHL 026 CHAINSAW	232982326		Not Working
1	STIHL MS250 CHAINSAW	273901166		Not Working
1	STIHL MS 260 CHAINSAW	256544645		Not Working

**Parties involved:**FROM (Transferor Department): Road and Bridge
**Transferor - Elected Official/Department Head/  
Authorized Staff:**
Jeffrey O Ivey  
 Print Name

Jeff O I  
 Signature
**Contact Person:**
Jeffrey O Ivey  
 Print Name

512-639-0144  
 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:** **RECEIVED**

Print Name

Print Name

Signature

Date Phone Number

JAN 26 2017

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

### Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	STEHL MS 260 CHAIN SAW	256906849		Non Working
1	STEHL MS 260 CHAIN SAW	253632088		Non Working
1	STEHL OZ6 CHAIN SAW	237887314		Non Working
1	STEHL PB65 Blower	24T793703		Non Working
1	ECHO PB 285	N/A		Non working

### Parties involved:

FROM (Transferor Department): Road and Bridge

Transferor - Elected Official/Department Head/  
Authorized Staff:

Jeffrey O Ivey  
Print Name

Signature

Contact Person:

Jeffrey O Ivey  
Print Name

572-639-0144  
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

JAN 26 2017

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 (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Bookcase 84" x 37"	N/A	N/A	Working
1	Green Metal File Cabinet 4 drawers	only 2 tags Tex. Hqs. Dept & State of Texas		old, rusty but works
1	Dell Latitude E5500	S/N BC 2JYJ1	002672	very old
1	<del>Dell Latitude E5500</del>	<del>S/N BC 2JYJ1</del>		
1	<del>Dell Latitude E5500</del>	<del>S/N BC 2JYJ1</del>		

### Parties involved:

FROM (Transferor Department): Commissioner Terry Cook

Transferor - Elected Official/Department Head/  
Authorized Staff:

Contact Person:

Terry Cook  
Print Name  
Terry Cook  
Signature

Doris Sanchez  
Print Name  
1/9/17 512-244-8610  
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

**JAN 10 2017**

Signature

Date Phone Number

**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

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 (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Latitude D810	S/N D37Z891	C1055	
1	Dell Dimension 4300	S/N GV2TW01	C00696	

### Parties involved:

FROM (Transferor Department): Commissioner Precinct 1

Transferor - Elected Official/Department Head/  
Authorized Staff:

Terry Cook

Print Name

Signature

Contact Person:

Dorris Sanchez

Print Name

+1 (512) 244-8610

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

JAN 23 2017

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 Vehicle Status Change Form

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

1) Identify Vehicle:

0873689687

560

SR0075

Vehicle Identification Number

Department

Door Number

N/A

2000

ONAN

GENERATOR

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: Equipment has reached its Life Expectancy

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name Commander James David

Signature

Date 1-9-2017

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

Ken Telle

Signature

K Telle

Date

1/9/2017

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:

[Signature]

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****6.****Meeting Date:** 02/07/2017

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 (1) Dell laptop through interdepartmental transfer (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
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**Attachments**Asset Transfer

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 02/02/2017

**Reviewed By**

Wendy Coco

**Date**

02/02/2017 09:37 AM

Started On: 02/02/2017 09:32 AM

# Williamson County

## Asset Status Change Form

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

- ☒ TRANSFER between 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 (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Latitude E6520	1P6FQ1		fair working condi
				Battery is no good-so only work re plugged in - 2

### Parties involved:

FROM (Transferor Department): comm pct 1

Transferor - Elected Official/Department Head/

Authorized Staff:

Terry Cook

Print Name

Terry Cook

Signature

Contact Person:

**RECEIVED**

Print Name

**JAN 23 2017**

Date

Phone Number

**AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS**

TO (Transferee Department/Auction/Trade-in/Donee): Comm Pct 2

Transferee - Elected Official/Department Head/

Authorized Staff OR Donee - Representative: (If being

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

Cynthia Long

Print Name

C Long

Signature

Contact Person:

Tommy Smith

Print Name

512 240 4280

Phone Number

Date

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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 \_\_\_\_\_

**Commissioners Court - Regular Session****7.****Meeting Date:** 02/07/2017

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 document for details.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**LITComp Items

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 02/02/2017

**Reviewed By**

Wendy Coco

**Date**

02/02/2017 11:58 AM

Started On: 01/30/2017 03:52 PM



FROM / TO	ACCOUNT	DESCRIPTION	AMOUNT
<b>From</b>	<b>01-0100-8001-001130</b>	<b>County Judge/Merit</b>	<b>\$ 1,232.23</b>
<b>From</b>	<b>01-0100-8001-002010</b>	<b>County Judge/FICA</b>	<b>\$ 94.27</b>
<b>From</b>	<b>01-0100-8001-002020</b>	<b>County Judge/Retirement</b>	<b>\$ 164.75</b>
To	01-0100-0400-001100	County Judge/Salaries	\$ 1,232.23
To	01-0100-0400-002010	County Judge/FICA	\$ 94.27
To	01-0100-0400-002020	County Judge/Retirement	\$ 164.75

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds From	Earliest Oracle Effective Date
Building Maintenance	0242	Vacant	\$34,261.18	\$36,000.00	\$1,738.82	5.08%	Salary change	Unallocated	2/10/2017
Corrections	0562	Vacant	\$53,922.70	\$56,780.08	\$2,857.38	5.30%	Grade change; C2.1 to C2.18 due to peace officer tenure	Unallocated	1/27/2017
County Attorney	0938	Vacant	\$39,779.87	N/A	N/A	N/A	Title, Grade change; Restitution Specialist B.17 to Legal Specialist B.20	N/A	1/27/2017
County Clerk-Judicial	0685	Vacant	\$37,991.82	\$41,064.96	\$3,073.14	8.09%	Salary change	Unallocated	2/10/2017
Juvenile Services	1122	13712	\$34,112.00	\$35,476.48	\$1,364.48	4.00%	Merit	Unallocated	2/10/2017
Parks (EXPO)	1694	Vacant	\$26,658.09	\$27,191.25	\$533.16	2.00%	Upgrade to min pay of B grade chart	Unallocated	1/27/2017
Purchasing	1696	11726	\$38,192.42	\$38,574.35	\$381.93	1.00%	Title, Grade, Merit change; Purchasing Specialist I B.20 to Purchasing Specialist II B.22	Unallocated	1/27/2017
Purchasing	1219	12079	\$59,505.58	N/A	N/A	N/A	Title, Grade change; Senior Purchasing Specialist B.26 to Senior Purchasing Coordinator B.28	N/A	1/27/2017
Sheriff's Office	1233	Vacant	\$27,457.83	\$43,350.09	\$15,892.26	57.88%	Title, Grade, Salary change; Admin Tech SO B.15 to Animal Control Field Supervisor B.22	Unallocated	1/27/2017
Sheriff's Office	1421	Vacant	\$92,334.03	N/A	N/A	N/A	Title change; SO Financial Manager to SO Administrative Services Manager	N/A	2/7/2017
Sheriff's Office	1396	Vacant	\$32,454.24	\$51,717.77	\$19,263.53	59.36%	Title, Grade, Salary change; Office Spec Sr B.18 to Public Information Officer B.28	Unallocated	2/7/2017
Sheriff's Office	1307	Vacant	\$74,577.26	N/A	N/A	N/A	Title, Grade, Funding change; Detective SO to Computer Forensics Analyst B.33	N/A	2/7/2017
Sheriff's Office	0097	13264	\$52,275.00	\$55,474.65	\$3,199.65	6.12%	Grade, Salary change; L1.1 to L1.4 due to tenure	Unallocated	2/10/2017

\*Amount may vary slightly due to Oracle rounding

**Commissioners Court - Regular Session****8.****Meeting Date:** 02/07/2017

Red Poppy Contract

**Submitted By:** Theresa Lock, Constable Pct. #3**Department:** Constable Pct. #3**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of agreement for vehicle reimbursements during off-duty work conducted by Constable Pct. 3, with the Red Poppy Bike Ride, 2017.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Red Poppy Event 2017

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Theresa Lock

Final Approval Date: 01/30/2017

**Reviewed By**

Wendy Coco

**Date**

01/30/2017 10:23 AM

Started On: 01/27/2017 10:50 AM

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

**(Special Event Form)**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain event general liability insurance for the 24 hour period covering each day of the event. Such temporary policy shall be from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.



**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: Red Poppy Bike Ride

Signature: 

Printed Name: Mike Cook

Title: Ride Chairman

Date: 1-26, 20 17

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Williamson County Constable Det. 3

Printed Name of Official: Kevin Stoffle

Signature of Official: 

Date: 1-27, 20 17

Address of Office: 301 S.E. Inner Loop, Suite 102  
Georgetown, Tx. 78626

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

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

Dan A. Gattis,  
Williamson County Judge &  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

**Commissioners Court - Regular Session****9.****Meeting Date:** 02/07/2017

Steger Bizzell work authorization 1 Professional Engineering Design Services for Culverts

**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. 1 under Williamson County Contract for Engineering Services between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for Professional Engineering Design Services for Culverts for Williamson County Road and Bridge.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Steger Bizzell - WA #1 - Cross Culverts

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 01/30/2017

**Reviewed By**

Wendy Coco

**Date**

01/30/2017 10:23 AM

Started On: 01/26/2017 02:12 PM

**WORK AUTHORIZATION NO. 1**

**PROJECT: Professional Engineering Design Services for Culverts**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 17, 2017** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Steger Bizzell Engineering, 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 **\$215,000.00**

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:

Steger Bizzell Engineering, Inc.

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

Signature

~~Perry Steger~~ Phick J. Stevens  
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**

Williamson County Road & Bridge Division personnel will provide project direction, review and oversight.

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

See attached.

**Attachment B**  
**Services to be Provided by Engineer**  
**Work Authorization #1**  
Professional Engineering Design Services for Culverts

General Description of Project:

This project consists of replacement of existing culverts under roadways maintained by Williamson County. Replacement structures may include round or arch pipe culverts, or box culverts.

Twenty existing structure locations identified by County staff are included in the scope of this replacement program. The structures are detailed on the attached exhibit and incorporated into this document. Changes to the list of structures may result in a change to the scope and fee of this Work Authorization.

TASK 1: PROJECT MANAGEMENT

1. Preparation and submittal of a project-specific QA/QC Plan for approval within 30 days of Notice-to-Proceed.
2. Schedule and conduct a project kick-off meeting between Consultant(s) and County Road & Bridge staff. Review and discuss preliminary design parameters such as design storm, desired structure types/materials, traffic control methods, roadway approach design criteria, environmental issues, field surveying requirements, and landowner coordination.
3. Schedule and conduct a workshop after Preliminary Engineering to review H&H recommendations and proposed order of magnitude cost estimates in order to prioritize which culvert should be designed.
4. Schedule up to 4 additional milestone review meetings.
5. Update project design schedule monthly.
6. Management and oversight of subconsultant(s).

TASK 3: PRELIMINARY ENGINEERING

1. Collect and review available data relevant to the culvert replacement project areas, including the County's existing culvert inventory database in GIS format.
2. Conduct field reconnaissance to document existing conditions and collect data including a photographic record, noting in particular any change or deviation from the County's inventory data.
3. Receive field surveying (topographic) and property boundary information from the County's surveying consultant. Files shall contain, at a minimum, linework representing edge of pavement, roadway centerline, culvert flowlines, headwalls/wingwalls, fencing, topographic contour lines at 1-foot intervals (including a separate surface file), above-ground utility appurtenances or markings (County's surveying consultant to coordinate 811 locates), and any other existing features pertinent to this project. Files shall be in Microstation DGN, Geopak GPK, and surface TIN formats.
4. Prepare a culvert summary document that consolidates information known about each culvert, such as: existing structure configuration (size, material, number), location, municipal review authority (if applicable), environmental concerns (as determined by others), approximate watershed basin size, roadway ADT (if known and provided by others), apparent nearby utilities, and apparent right-of-way width. Additionally, the document will estimate the complexity of design of a replacement structure relative to the other culverts in this program. This subjective

rating will be used internally to schedule work progress and also to assist in determining bid packages (detailed below).

5. Perform an "existing-conditions" hydrologic study of the watershed of each culvert to be replaced. Determine land use types, soil types, slope ranges, and other parameters of the watersheds. Calculate peak storm water runoff rates for the 2-, 5-, 10-, 25-, 50-, and 100-year storms using HEC-HMS software.
6. Perform an "existing-conditions" hydraulic study of each culvert to be replaced. Existing culvert and roadway survey data will be provided by others. Non-bridge-class culverts will be modeled using FHWA HY-8 or similar software. Bridge-class culverts will be modeled using HEC-RAS software, with each cross sections created from aerial contour data provided by the County.
7. Determine preliminary potential replacement structure configurations (size, quantity, material, inlet/headwall style, slope, cover).
8. Perform a "proposed-conditions" hydraulic study of the replacement structures using the same methodology as the "existing-conditions" study. Compare the results of the two models and identify any adverse impacts in the proposed conditions. Adverse impacts may include a water surface elevation increase greater than an accepted tolerance value, increased downstream velocity, and increased scour potential. Revise the potential replacement structure configuration to limit adverse impact(s) or determine appropriate mitigation solutions.
9. Present the preliminary results to County staff and solicit input. Revise the models as requested, if necessary. Provide hydrologic and hydraulic models to the County in an electronic format. No written or sealed drainage report shall be prepared.
10. Coordinate with the County's selected utility coordination consultant, such as providing design files and draft construction plan sheets as requested. Import and review files received from the utility coordination consultant. File sent to and received from the utility coordination consultant shall be in Microstation DGN format.

#### TASK 4: GEOTECHNICAL INVESTIGATION

1. Perform soil borings to a depth of 10 feet (assumes one culvert location with two borings).
2. Laboratory analysis of soil, including: Atterberg limits, sieve analysis, CU bar triax compression, unconfined compressive strength, consolidation, California Bearing Ratio, and moisture content.

#### TASK 5: ENVIRONMENTAL STUDIES

1. Review applicability of concerns identified by others to all structures under this WA. Environmental concerns (if any) shall be used to consider the impact of the proposed culvert designs and the grouping of the culverts into three bid packages.
2. Coordinate and provide a Geologic Assessment of one culvert location in compliance with the Georgetown Water Quality (Salamander) requirements. GA shall be provided by subconsultant.

#### TASK 7: FLOODPLAIN MODELING

1. Obtain and review available Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS) data, and any effective floodplain model(s).
2. Update the model(s) based on the proposed improvements identified during the Preliminary Engineering phase. Prepare pre-project and post-project models and quantify impacts attributable to the proposed project. This Work Authorization assumes that no adverse impacts will result from the proposed improvements that would trigger coordination with FEMA (such as a CLOMR/LOMR). A separate task order will be issued by the County if a CLOMR/LOMR is actually needed.

#### TASK 8: FINAL ENGINEERING

This Work Authorization assumes that three separate construction contracts will be awarded, and each one managed independently.

1. Conduct a Final Engineering kick-off meeting between Engineer, County staff, and other Consultants as necessary. The purpose of the meeting shall be to identify the replacement priority of each crossing and to discuss strategies for grouping replacement plans into bid packages. An updated culvert summary document (initially prepared during Preliminary Engineering) shall help guide the decision-making.
2. Coordinate with the County's surveying consultant on necessary easement areas by providing electronic linework of proposed limits in Microstation DGN format.
3. Prepare construction plans, to be developed in 50% and 100% submittals. Wherever possible, the designs shall be based on TxDOT 2014 Specifications, and standard details shall be current TxDOT Standards at execution date of this Work Authorization. Plans will be prepared using Microstation V8i in DGN format. It is assumed that three plan (i.e. bid) sets will be prepared. Each plan set will include, but not be limited to, the following information:
  - a. Cover Sheet
  - b. Project Layouts
  - c. General Notes and Specifications
  - d. Estimates and Quantities
  - e. Traffic Control
    - i. Construction Sequencing Narrative
    - ii. Detour Plan (if necessary)
    - iii. Standards
  - f. Roadway Plan and Profile (P&P) Sheets (if changes to approaches are proposed) including standards. The scope of this Work Authorization is limited to two locations for which the approaches are being modified and a roadway P&P sheet is necessary.
  - g. Drainage
    - i. Drainage Area Map
    - ii. Hydrologic and Hydraulic Design Data
    - iii. Cross-Culvert Layouts
    - iv. Channelization Layout (if necessary for grading within drainage easement; limited to five locations)
    - v. Standards
  - h. Signing, Striping, and Delineation (may be combined with other sheets)
    - i. Signing and Striping Layouts
    - ii. Standards
  - i. Erosion Control (may be combined with other sheets)
    - i. Erosion and Sedimentation Control Layouts
    - ii. Standards
4. Prepare estimated project quantities for each submittal. Wherever possible, bid items shall conform to TxDOT 2014 bid codes.
5. Prepare a probable cost of construction based on estimated quantities and current local bid prices, and submitted with each submittal package.
6. Prepare and compile a Project Construction Manual using the appropriate Williamson County Road & Bridge template (no federal funds, off-TxDOT system), including selection of relevant and required technical specifications, with the 100% submittal.

7. Prepare submittal packages and send to County Road & Bridge staff for review. (The County's General Engineering Consultant will not participate in this project.) Meet with County staff to discuss comments. Prepare responses to review comments.
8. Prepare and submit a permit application(s) to the Williamson County Floodplain Administrator for crossings outside of FEMA jurisdictions (i.e. Zone AE).

#### TASK 9: BIDDING PHASE SERVICES

County staff shall coordinate the bidding phase. This Work Authorization does not include any Bidding Phase Services provided by the Engineer.

#### TASK 10: CONSTRUCTION PHASE SERVICES

County staff shall coordinate the construction phase processes. Engineer's scope of work during these phases shall be limited to the following:

1. Review and process Requests for Information. Limited to 4 RFI's.

#### DELIVERABLES

The following is a list of deliverables to be provided under this Work Authorization.

1. Quality Assurance/Quality Control Plan
2. Two PS&E submittal packages (referred to as 50% and 100%)
3. Electronic H&H models (HEC-HMS and HEC-RAS or HY-8)

#### EXCLUSIONS

The following services are specifically excluded from this Work Authorization. These services may be included in future work authorizations.

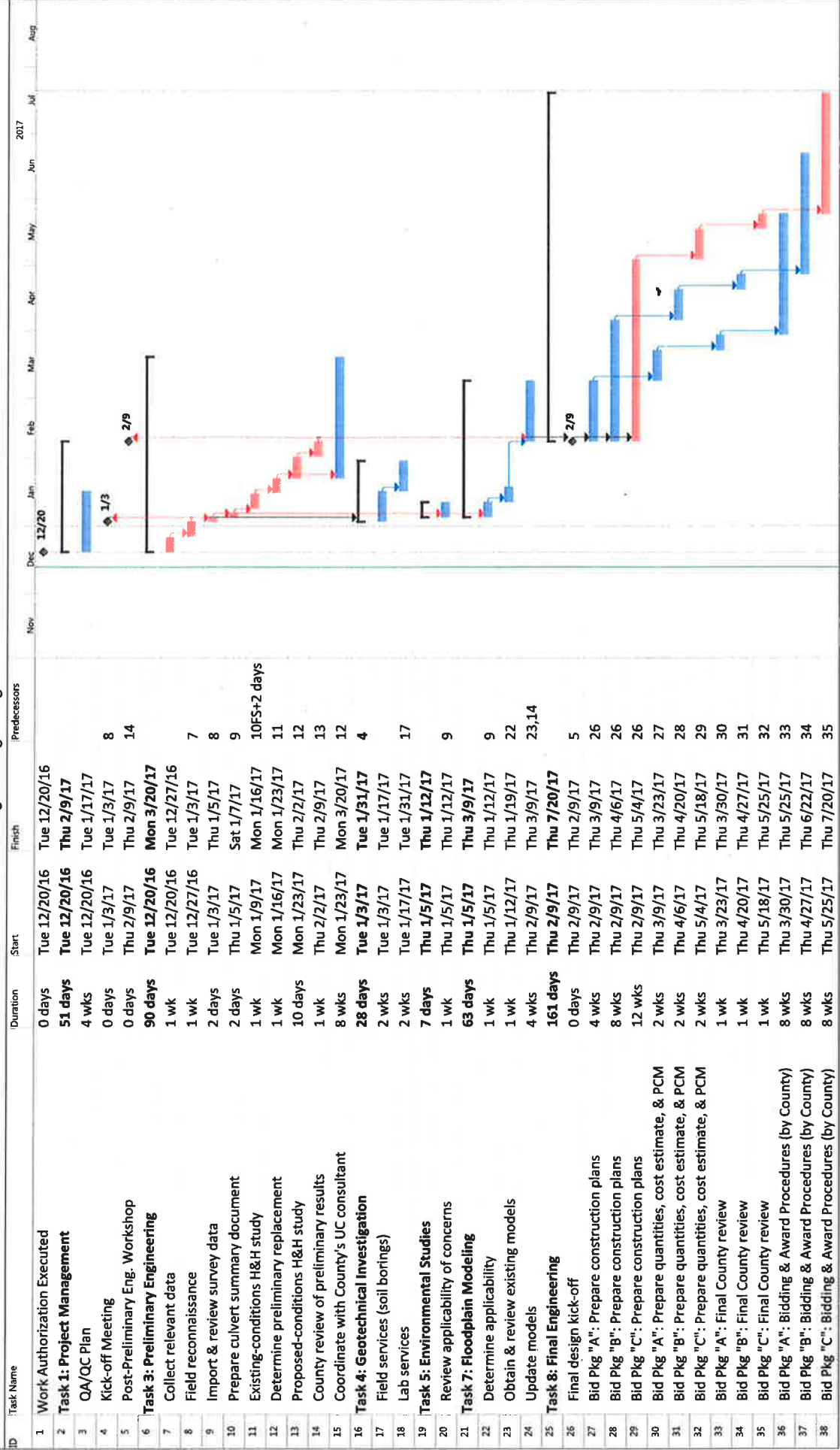
1. Drainage Report (electronic H&H models will be provided to the County)
2. Geotechnical Report or Pavement Design
3. Bridge layout or design
4. Retaining wall layout or design
5. FEMA Coordination, such as CLOMR/LOMR permitting
6. Floodplain permitting
7. Utility relocation design or coordination, except as noted above
8. Traffic Impact Analysis, or any traffic counts except as provided by others
9. Field surveying, including Right-of-Entry
10. Right-of-way or easement acquisition, except support services as noted above
11. Reset missing property corner pins or other permanent monumentation
12. Survey or excavation of underground utilities (survey for SUE shall be performed by separate County consultant)
13. TCEQ Coordination
14. Municipal review or permitting, except as noted above
15. Regulatory agency or municipality review fees
16. Historical assessment
17. Bidding Phase Services (addenda, bidder Q&A, bid tabulations, etc.)
18. Construction Phase Services, except for assistance with RFI's as noted above



## **Attachment C - Work Schedule**

See attached.

# **Attachment C** **Work Authorization #1** **Professional Engineering Design Services for Culverts**



## **Attachment D - Fee Schedule**

See attached.

## Attachment D

## Work Authorization #1

Professional Engineering Design Services for Culverts

## Estimated Fee Schedule

Steger Bizzell

Michael Baker

Task and Description	Senior Engineer	Engineer (PE)	Engineer in Training	CADD Technician	Clerical	Deputy PM	Senior Engineer	Design Engineer	Engineer in Training	Sr Env Specialist	Sub-consultant	Total Estimate
Hourly Rate: \$	216 \$	161 \$	133 \$	100 \$	72 \$	220 \$	200 \$	140 \$	120 \$	166		
<b>TASK 1: PROJECT MANAGEMENT</b>												
1 Prepare QA/QC Plan	1	2	4			1						\$1,290
2 Project Kick-off Meeting		6	4			2	4					\$2,738
3 Post-Preliminary Engineering Workshop		6	4			4	6					\$3,578
4 Milestone Review Meetings (4 max)		12	8			8	12					\$7,156
5 Update Project Schedule Monthly		8				6						\$2,608
6 Management & Oversight of Subconsultant(s)	1	4										\$860
Subtotal Hours:	2	38	20	0	0	21	22	0	0	0	0	103
Subtotal Fees:	\$432	\$6,118	\$2,660	\$0	\$0	\$4,620	\$4,400	\$0	\$0	\$0	\$0	\$18,230
<b>TASK 3: PRELIMINARY ENGINEERING</b>												
1 Collect available data		2	4			2	1	1	2			\$1,698
2 Field reconnaissance & documentation		6	8				4	8				\$3,950
3 Process field surveying data		2	8	12				2	20			\$5,266
4 Prepare culvert summary and complexity rating	1	6	4			1	2	4				\$2,894
5 Existing conditions hydrologic study (20 locations)		8	20			1	1	8	20			\$7,888
6 Existing conditions hydraulic study (20 locations)		16	20			1	4	12	20			\$10,336
7 Preliminary replacement design (20 locations)	2	8	20			1	4	8	16			\$8,440
8 Proposed conditions hydraulic study (20 locations)	2	12	28			1	3	10	28			\$11,668
9 Present to County and revise		8	12			2	8		12			\$6,364
10 Coordinate with County's UC consultant		4	16									\$2,772
Subtotal Hours:	5	72	140	12	2	8	27	54	116	0	0	436
Subtotal Fees:	\$1,080	\$11,592	\$18,620	\$1,200	\$144	\$1,760	\$5,400	\$7,560	\$13,920	\$0	\$0	\$61,276
<b>TASK 4: GEOTECHNICAL INVESTIGATION (see attached Corsair fee schedule)</b>												
1 Soil borings												\$4,650
2 Laboratory Analysis												\$2,141
Subtotal Hours:	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal Fees:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,791
<b>TASK 5: ENVIRONMENTAL STUDIES</b>												
1 Review applicability of concerns to each culvert						1	2		4	8		\$3,804
2 Geologic Assessment (one culvert)			2									\$1,266
Subtotal Hours:	0	4	6	2	0	1	2	0	4	8	27	
Subtotal Fees:	\$0	\$644	\$798	\$200	\$0	\$220	\$400	\$0	\$480	\$1,328	\$1,000	\$5,070
<b>TASK 7: FLOODPLAIN MODELING</b>												
1 Obtain and review available maps, studies, and models		4	8				4	8				\$3,628
2 Prepare pre- and post-project models		12	20				16	30				\$11,992
Subtotal Hours:	0	16	28	0	0	0	20	38	0	0	0	102
Subtotal Fees:	\$0	\$2,576	\$3,724	\$0	\$0	\$0	\$4,000	\$5,320	\$0	\$0	\$0	\$15,620

# Attachment D

## Work Authorization #1 Professional Engineering Design Services for Culverts

12/13/2016

### Estimated Fee Schedule

**Steger Bizzell**

**Michael Baker**

Task and Description	Senior Engineer	Engineer (PE)	Engineer in Training	CADD Technician	Clerical	Deputy PM	Senior Engineer	Design Engineer	Engineer in Training	Sr Env Specialist	Sub-consultant	Total Estimate
Hourly Rate: \$	216 \$	161 \$	133 \$	100 \$	72 \$	220 \$	200 \$	140 \$	120 \$	166		
<b>TASK 8: FINAL ENGINEERING</b>												
1 Final Engineering phase kick-off meeting		8	4			4	4					\$3,500
2 Coordinate easements with surveyor		6	4					2	4			\$2,258
3 Prepare construction plans	4	80	120	80		8	12	60	200			\$74,264
4 Prepare project quantities		6	12					4	12			\$4,562
5 Prepare probable cost estimates	1	8	4			1		6				\$3,096
6 Prepare Project Construction Manuals	1	10	20			1	1	10				\$6,306
7 Submit and revise 50% and 100% packages	4	8	16			2	4	8	16			\$8,560
Subtotal Hours:	10	126	180	80	0	16	21	90	232	0		755
Subtotal Fees:	\$2,160	\$20,286	\$23,940	\$8,000	\$0	\$3,520	\$4,200	\$12,600	\$27,840	\$0		\$102,546
<b>TASK 10: CONSTRUCTION PHASE SERVICES</b>												
1 Review and process RFIs (4x)		12	8			2	4	8				\$5,356
Subtotal Hours:	0	12	8	0	0	2	4	8	0	0		34
Subtotal Fees:	\$0	\$1,932	\$1,064	\$0	\$0	\$440	\$800	\$1,120	\$0	\$0		\$5,356
TOTAL HOURS:	17	268	382	94	2	48	96	190	352	8		1,457
TOTAL FEES:	\$3,672	\$43,148	\$50,806	\$9,400	\$144	\$10,560	\$19,200	\$26,600	\$42,240	\$1,328	\$7,791	\$214,889

**Commissioners Court - Regular Session****10.****Meeting Date:** 02/07/2017

Bizzell Engineering WA2 On Call Professional Engineering Services

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

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**Information****Agenda Item**

Receive and acknowledge Work Authorization No. 2 under Williamson County Contract for Engineering Services between Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for On Call Professional Engineering Services for Williamson County Road and Bridge

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Steger Bizzell - WA #2 - On Call Culvert

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 02/01/2017

**Reviewed By**

Wendy Coco

**Date**

02/01/2017 10:23 AM

Started On: 01/31/2017 01:09 PM

WORK AUTHORIZATION NO. 2

PROJECT: On Call Professional Engineering Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated January 17, 2017 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Steger Bizzell Engineering, 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.

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:

Steger Bizzell Engineering, Inc.

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

Signature

Patrick Stevens

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**

Williamson County Road & Bridge Division personnel will provide project direction, review and oversight.

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

See attached.

**Attachment B**  
**Services to be Provided by Engineer**  
**Work Authorization #2**  
**On-Call Professional Engineering Services**

General Description of Project:

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to hydrologic and hydraulic ("H&H") design and analysis. Locations are unknown and may be anywhere within unincorporated areas of Williamson County. Work may include, but is not limited to:

1. Visit with landowners to clearly determine the condition that is of concern.
2. Prepare an existing-conditions H&H model.
  - a. Watershed delineation, stormwater routing, land use and soil type determination, time of concentration calculation, selection of an appropriate hydrologic calculation method, preparation of peak stormwater runoff rates, and selection of an appropriate design frequency.
3. Evaluate modeled impacts with respect to the reason for the study (i.e. condition that triggered the citizen complaint).
4. Review the existing-conditions model results with County staff.
5. Develop a preliminary solution to mitigate the identified adverse impact.
6. Prepare a proposed-conditions H&H model.
7. Review the proposed-conditions model results with County staff.
8. Prepare a report that documents the need for the study, the existing model assumptions and inputs, the results of the existing model, the proposed solution and design criteria, and the proposed model results.
9. Design a solution that can be let for construction.

The Engineer shall prepare a Memorandum of Understanding (MOU) prior to the start of each on-call service for review and approval by the County.

The MOU can contain one or more of the following tasks, as more fully described in Exhibit B of the Professional Services Agreement:

- TASK 1: PROJECT MANAGEMENT
- TASK 2: TOPOGRAPHIC AND R.O.W. SURVEYS
- TASK 3: PRELIMINARY ENGINEERING
- TASK 4: GEOTECHNICAL INVESTIGATION
- TASK 5: ENVIRONMENTAL STUDIES
- TASK 6: UTILITY COORDINATION
- TASK 7: FLOODPLAIN MODELING
- TASK 8: FINAL ENGINEERING
- TASK 9: BIDDING PHASE SERVICES
- TASK 10: CONSTRUCTION PHASE SERVICES
- TASK 11: HYDROLOGIC AND HYDRAULIC ("H&H") SERVICES

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

Steger Bizzell Engineering, Inc. shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Steger Bizzell Engineering, Inc. on the work schedule and authorization to proceed on assigned services.

## **Attachment D - Fee Schedule**

See attached.



## Rate Schedule

Effective June 26, 2014

(All Rates Per Hour)

Engineer (Principal)	\$233.00
Senior Engineer	\$216.00
Engineer (P.E.)	\$161.00
Project Manager	\$216.00
Engineer in Training (EIT)	\$133.00
Graduate Engineer	\$128.00
Senior Technician	\$128.00
GIS Technician	\$105.00
Design Technician	\$105.00
CADD Technician/ Draftsman	\$100.00
Survey Technician/ Draftsman	\$100.00
Registered Surveyor	\$134.00
Surveyor in Training (SIT)	\$105.00
1 Man Survey	\$145.00
2 Man Survey Party	\$160.00
3 Man Survey Party	\$175.00
Field Inspector	\$ 90.00
Clerical	\$ 72.00
Student Technician	\$ 33.00

Mileage

Current IRS Rate

Note: Expert Witness Fees are billed at 1.5 times the hourly rate.

### ADDRESS

1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626

### PHONE

512.930.9412

### FAX

512.930.9416

### WEB

STGERBIZZELL.COM

TEXAS REGISTERED ENGINEERING FIRM F-181

### SERVICES

>> ENGINEERS

>> PLANNERS

>> SURVEYORS

#### **MICHAEL BAKER INTERNATIONAL HOURLY RATES**

Clerical	\$74.00
CADD Technician	\$100.00
Engineer In Training	\$120.00
Design Engineer (5-9 years)	\$140.00
Project Engineer (10-14 years)	\$175.00
Senior Engineer (15 years +)	\$200.00
Deputy Project Manager	\$220.00
Environmental Associate	\$75.00
Environmental Specialist	\$125.00
Senior Environmental Specialist	\$166.00

#### **CORSAIR HOURLY RATES**

Senior Project Manager	\$180.00
Senior Engineer	\$166.00
Quality Manager	\$166.00
Project Engineer	\$104.00
Field Engineer	\$100.00
Engineer in Training	\$90.00
Senior Engineering Technician	\$100.00



**Commissioners Court - Regular Session****11.****Meeting Date:** 02/07/2017

PaveTex Engineering &amp; Testing WA 1 On Call Geotechnical Engineering and Materials Testing

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

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**Information****Agenda Item**

Receive and acknowledge Work Authorization No. 1 under Williamson County Contract for Engineering Services between PaveTex Engineering & Testing, Inc. and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Materials Testing for Williamson County Road and Bridge.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**PaveTex-Geotech - WA#1

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 02/01/2017

**Reviewed By**

Wendy Coco

**Date**

02/01/2017 10:23 AM

Started On: 01/31/2017 02:17 PM

**WORK AUTHORIZATION NO. 1**

**PROJECT: On Call Geotechnical Engineering and Materials Testing**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 10, 2017** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **PaveTex Engineering & Testing, 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.**

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:

PaveTex Engineering & Testing, Inc.

By: Sarah Tahmoressi  
Signature

Sarah Tahmoressi  
Printed Name

CFO  
Title

COUNTY:

Williamson County, Texas

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

Dan A. Gattis, County Judge  
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**

Williamson County Road & Bridge Division personnel will provide project direction, review and oversight.

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

- Perform Quality Assurance (QA) and Quality Control (QC) construction materials sampling and testing as requested, including both laboratory and field testing of soils, base, concrete and hot mix materials, using ASTM or TxDOT testing methods.
- Perform geotechnical investigations and forensic investigations including borings, pavement cores, non-destructive testing, and other geotechnical testing as directed.
- Collect samples, perform laboratory testing, interpret field data, and prepare Geotechnical Reports.
- Provide recommendations and prepare written reports for pavement design, foundation design, slope stability, and other geotechnical issues.

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

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

## **Attachment D - Fee Schedule**

See Attached



## Williamson County 2016 Price List

Field Technician	Unit	Unit Cost	
		Reg.	OT
1A	hr.	\$58	\$69
1B	hr.	\$58	\$69
Soils	hr.	\$50	\$61
Concrete	hr.	\$50	\$61
Nuclear Gauge Calibration	hr.	\$75	
Concrete Plant/ Truck Inspection	hr.	\$75	
Asphalt Distributor Calibration	hr.	\$75	
Senior Professional Engineer	hr.	\$195	
Professional Engineer	hr.	\$145	
EIT	hr.	\$85	
Project Manager	hr.	\$98	
Administrative Assistant	hr.	\$45	

Field Testing Equipment (2 Hr Min, Tech Time Not Included)	Unit	Unit Cost
<b>HMAC Coring</b>		
Coring Equipment Mobilization	trip	\$75
0"-6" Depth & 6" $\phi$ (incl. Patching & Sample Prep)	ea.	\$95
> 6"-10" Depth & 6" $\phi$ (incl. Patching & Sample Prep)	ea.	\$110
> 10"-14" Depth & 6" $\phi$ (incl. Patching & Sample Prep)	ea.	\$150
> 14" Depth & 6" $\phi$ (incl. Patching & Sample Prep)	ea.	\$4/ in. over 14"
<b>Concrete Coring</b>		
Mileage- State Allowable Rate (Portal to Portal)	mile	IRS Rate
Concrete Coring Equipment	hr.	\$55.00
Concrete Core Bit Charges		
3" Diameter Core	in.	\$5
4" Diameter Core	in.	\$6
6" Diameter Core	in.	\$8
Traffic Control		at Cost

<b>Soils &amp; Aggregates (100-E Series)</b>			
Test For	Test Method	Unit	Unit Cost
Sample Preparation	Tex-101-E	ea.	\$50
Moisture Content	Tex-103-E	ea.	\$25
Atterberg Limits	Tex-104-E, 105-E & 106-E	ea.	\$75
Linear Bar Shrinkage	Tex-107-E	ea.	\$75
Sieve Analysis	Tex-110-E, Pt. 1	ea.	\$55
Sieve Analysis	Tex-110-E, Pt. 2	ea.	\$85
Moisture- Density Relationship	Tex-113-E	ea.	\$350
Moisture- Density Relationship	Tex-114-E	ea.	\$250
Wet Ball Mill	Tex-116-E	ea.	\$250
Texas Triaxial Compression	Tex-117-E, Pt. 1	ea.	\$1,100
Full Triaxial Testing *	* See Note	ea.	\$1,700
Soil- Cement Testing	Tex-120-E, Pt. 1	ea.	\$1,100
Soil- Cement Testing	Tex-120-E, Pt. 2	ea.	\$300
Soil- Lime Testing	Tex-121-E, Pt. 1	ea.	\$1,100
Soil- Lime Testing	Tex-121-E, Pt. 2	ea.	\$300
Lime-Fly Ash Compression	Tex-127-E	ea.	\$1,100

## Williamson County 2016 Price List

### Soils & Aggregates (100-E Series)- Cont.

Test For	Test Method	Unit	Unit Cost
Soil pH	Tex-128-E	ea.	\$50
Resistivity	Tex-129-E	ea.	\$300
Tube Suction Test	Tex-144-E	ea.	\$100
Sulfate Content	Tex-145-E	ea.	\$225
Conductivity of Soils	Tex-146-E	ea.	\$25
Hydrometer Analysis	AASHTO T 88	ea.	\$450
California Bearing Ratio	AASHTO T 193/ ASTM C 1883	ea. point	\$300

\* Full Triaxial Testing includes the following: Washed Gradation, Atterberg Limits, Moisture- Density Relationship, Wet Ball Mill & Texas Triaxial

### Bituminous (200-F Series)

Test For	Test Method	Unit	Unit Cost
Dry Sieve Analysis	Tex-200-F, Part I	ea.	\$50
Washed Sieve Analysis	Tex-200-F, Part II	ea.	\$85
Bulk Specific Gravity & % Absorption	Tex-201-F	ea.	\$85
Apparent Specific Gravity	Tex-202-F	ea.	\$85
Sand Equivalent	Tex-203-F	ea.	\$85
Mix Design	Tex-204-F	ea.	\$2,500
Mixing	Tex-205-F	set of 3	\$75
Molding (TGC)	Tex-206-F	set of 3	\$60
Laboratory-Molded Density	Tex-207-F, Part I	set of 3	\$40
In-Place Density (Core Testing)	Tex-207-F, Part I	ea.	\$25
In-Place Density (Nuclear Method)	Tex-207-F, Part III (Min. of 3)	ea.	\$30
In-Place Air Voids (Core Lock)	Tex-207-F, Part VI	set of 2	\$75
Hveem Stability	Tex-208-F	set of 3	\$120
Asphalt Content by Extraction & Gradation	Tex-210-F	ea.	\$175
Asphalt Recovery from Abson Process	Tex-211-F	ea.	\$250
Moisture Content	Tex-212-F	ea.	\$25
Hydrocarbon Volatile Content	Tex-213-F	ea.	\$100
Deleterious Material	Tex-217-F	ea.	\$50
Decantation	Tex-217-F, Part II	ea.	\$100
Flakiness Index	Tex-224-F	ea.	\$100
Indirect Tensile Strength	Tex-226-F	ea.	\$50
Theoretical Maximum Specific Gravity	Tex-227-F	ea.	\$60
Drain-down Test	Tex-235-F	ea.	\$75
Asphalt Content by Ignition Oven & Gradation	Tex-236-F	ea.	\$175
Ignition Oven Correction Factors	Tex-236-F	ea.	\$500
Hamburg Wheel-Tracking Test	Tex-242-F	ea.	\$500
Cantabro Loss	Tex-245-F	ea.	\$200
Overlay Test	Tex-248-F	ea.	\$750
Flat and Elongated Particles	Tex-280-F	ea.	\$100

## Williamson County 2016 Price List

### Concrete (400-A Series)

Test For	Test Method	Unit	Unit Cost
Sieve Analysis of Fine and Coarse Aggregate & Fineness Modulus	Tex-401-A & Tex-402-A	ea.	\$85
Saturated Surface-Dry Specific Gravity & Absorption of Aggregates	Tex-403-A	ea.	\$85
Unit Weight	Tex-404-A	ea.	\$85
Material Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates (Decantation)	Tex-406-A	ea.	\$100
Acid Insoluble Residue for Concrete Aggregate	Tex-406-A, Part III	ea.	\$350
Organic Matter Content	ASTM D 5268	ea.	\$100
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	ea.	\$100
Los Angeles Abrasion	Tex-410-A	ea.	\$300
Magnesium or Sodium Sulfate Soundness	Tex-411-A	ea.	\$300
Concrete Cylinder Compressive Strength	Tex-418-A	ea.	\$22
Concrete Flexural Beam Compressive Strength	Tex-419-A	ea.	\$22
Pressure Slake	Tex-431-A	ea.	\$250
Freezer Thaw	Tex-432-A	ea.	\$250
24 Hr Water Absorption	Tex-433-A	ea.	\$85
Polish Test for Coarse Aggregate	AASHTO T 278 & 279/ Tex-438-A	ea.	\$1,200
Coarse Aggregate Angularity (Crushed Faces)	Tex-460-A	ea.	\$30
Micro-Deval Abrasion	Tex-461-A	ea.	\$300
Moisture Susceptibility	Tex-530-C	ea.	\$50
Alkali-Silica Reactivity (ASR)	AASHTO T 303 (ASTM C 1260)	ea.	\$1,200
	ASTM C1567		

### Asphalt (500-C Series)

Test For	Test Method	Unit	Unit Cost
Boil Test	Tex-530-C	ea.	\$50
Penetration	AASHTO T 49	ea.	\$50
Ductility	AASHTO T 51	ea.	\$200
Softening Point	AASHTO T 53	ea.	\$150
Distillation of Cutback Asphalt Products	AASHTO T 78	ea.	\$150
Rolling Thin-Film Oven (RTFO)	AASHTO T 240	ea.	\$250
Elastic Recovery	AASHTO T 301	ea.	\$250
Dynamic Shear Rheometer (DSR)	AASHTO T 315	ea.	\$100
-Additional DSR Readings		ea.	\$50
Rotational Viscosity	AASHTO T 316	ea.	\$50
Rubber Property—Resilience by Vertical Rebound	ASTM D 2632	ea.	\$50
Float Test	AASHTO T 50 (ASTM D 139)	ea.	\$100
Flash Point by Cleveland Open Cup	AASHTO T 48 & T 72 (ASTM D 92)	ea.	\$55
Settlement and Storage Stability of Emulsified Asphalts	AASHTO T 59 (ASTM D 6930)	ea.	\$75
Oversized Particles in Emulsified Asphalt	AASHTO T 59 (ASTM 6933)	ea.	\$85
Residue by Evaporation of Emulsified Asphalt	AASHTO T 59 (ASTM D6934)	ea.	\$55
Demulsibility of Emulsified Asphalt	AASHTO T 59 (ASTM D6936)	ea.	\$55
Distillation of Emulsified Asphalt	AASHTO T 59 (ASTM D 86)	ea.	\$150
Saybolt Viscosity	AASHTO T 72 (ASTM D 88)	ea.	\$100
Spot Test	AASHTO T 102	ea.	\$200
Specific Gravity of Emulsified Asphalt	ASTM D 244	ea.	\$55

**Commissioners Court - Regular Session****12.****Meeting Date:** 02/07/2017

Rodriguez WA1 On Call Geotechnical Engineering and Material Testing

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

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**Information****Agenda Item**

Receive and acknowledge Work Authorization No. 1 under Williamson County Contract for Engineering Services between Rodriguez Engineering Laboratories, LLC and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Material Testing for Williamson County Road and Bridge.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Rodriguez - Geotechnical - WA1 - 1.31.17

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 02/01/2017

**Reviewed By**

Wendy Coco

**Date**

02/01/2017 10:23 AM

Started On: 02/01/2017 09:41 AM

**WORK AUTHORIZATION NO. 1**

**PROJECT: On Call Geotechnical Engineering and Material Testing**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated January 10, 2017 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Rodriguez Engineering Laboratories LLC (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:

Rodriguez Engineering Laboratories LLC

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

Signature

Jose Melendez, P.E.

Printed Name

Lab. Engineer

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**

Williamson County Road & Bridge Division personnel will provide project direction, review and oversight.



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

The following scope of services will be provided as requested by Williamson County (County) or the County's representative. The Engineer, Rodriguez Engineering Laboratories, LLC (REL) understands that the County has particular project requirements; therefore, scope of services and qualified staff is assigned to meet the needs defined in those specifications.

### **Construction Materials Sampling and Testing**

REL understands the importance of QC/QA testing of the construction process so that our clients obtain a quality-constructed project that both satisfies the project plans and the specifications. REL will provide construction materials sampling and testing services for the County on an as-needed basis for the Geotechnical Engineering and Materials Testing Projects; including both laboratory and field testing of soils, base, concrete, and hot-mix materials, using ASTM or TxDOT testing methods. The testing frequency will be based on the current TxDOT Guide Schedule of Sampling and Testing or as directed by the County. The testing services are including but not are limited to the following:

#### **Geotechnical Investigation:**

- Perform geotechnical investigation as requested by the County including borings, pavement cores, non-destructive testing, etc.
- Collect samples, perform laboratory testing, interpret field data, and prepare reports of substrate properties.
- Provide recommendations and prepare written geotechnical reports for pavement design, bridge foundation, select fill, etc.

#### **Soils Testing:**

- Perform soils testing as required by project specifications or as requested by the County for liquid limit, plasticity index, gradation, moisture/density relations, Texas triaxial, wet ball mill, bar linear shrinkage, soil -lime compression, CTB testing, resistivity of soils, organic content, soil pH, pH/lime series, PI/lime series, deleterious materials, sulfate content of soils, in-place density, thickness determination, pulverization gradation, etc.

#### **Hot Mix Asphaltic Concrete Testing:**

- Perform asphaltic mixture testing as required by project specifications or as requested by the County for voids in mineral aggregates, lab molded density, maximum theoretical specific gravity, gradation, asphalt content, boil test, indirect tensile strength, moisture content, draindown test, hamburg wheel-tracking test, overlay test, thickness, in-place air voids, etc.
- Test HMA pavement as required by project specifications or as requested by the County during installation for segregation, joint density, thermal profile, ride quality test, etc.
- Test HMA aggregate as required by project specifications or as requested by the County for L.A. abrasion, magnesium sulfate soundness, SAC, micro-deval, sand equivalent, etc. Hveem stability will be tested if needed.
- Review mix design of HMA as requested.

**Microsurfacing Mixture Testing:**

- Test microsurfacing aggregate as required by project specifications or as requested by the County for magnesium sulfate soundness, gradation, crushed face count, acid insoluble, SAC, and sand equivalent.
- Obtain a minimum of one binder and tack-coat sample per project/source if not pre-approved by CST/M&P before use.

**Seal Coat Testing:**

- Perform seal-coat aggregate testing as required by project specifications or as requested by the County for gradation, LA abrasion, magnesium sulfate soundness, SAC, pressure slake, freeze thaw, unit weight, absorption, angularity, deleterious material, decantation, flakiness index, etc.

**Portland Cement Concrete Testing:**

- Perform PCC testing as required by project specifications or as requested by the County for compressive strength, slump, air content, temperature test, etc.
- Perform concrete aggregate testing as required by project specifications or requested by the County for gradation, decantation, deleterious materials, L.A. abrasion, magnesium sulfate soundness, sand equivalent, organic impurities, fineness modulus, acid insoluble residue, etc.
- Review mix design of concrete as requested.

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

Rodriguez Engineering Laboratories, LLC will provide geotechnical engineering and construction materials testing services for Williamson County Road & Bridge Division (County). These services will be provided as requested by the County or County's representative on an as-needed basis for the Geotechnical Engineering and Materials Testing projects.

## **Attachment D - Fee Schedule**

See attached

## EXHIBIT D

### RATE SCHEDULE

Rodriguez Engineering Laboratories, LLC	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	IRS Rate
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



## EXHIBIT D

### RATE SCHEDULE

Rodriguez Engineering Laboratories, LLC	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 HMAC 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

## EXHIBIT D

### RATE SCHEDULE

Rodriguez Engineering Laboratories, LLC	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-461-A)	Per ea	\$220.00
5.15 Indirect Tensile Strength, Tex-226-F (Molding Not Included)	Per ea	\$65.00
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 Absorption 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	IRS Rate
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

**EXHIBIT D**

**RATE SCHEDULE**

Rodriguez Engineering Laboratories, LLC	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
<b>7. Engineering Consultation</b>		
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
<b>8. Outside Services (Reimbursables)</b>		At Cost
<b>9. 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.



**Commissioners Court - Regular Session****13.****Meeting Date:** 02/07/2017

Kimley Horn WA 2 Traffic Signal Warrant Study – CR 119 / Limmer Loop

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

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**Information****Agenda Item**

Receive and acknowledge Work Authorization No. 2 under Williamson County Contract for Engineering Services between Kimley-Horn and Associates and Williamson County dated September 3, 2015 for Traffic Signal Warrant Study – CR 119 / Limmer Loop for Williamson County Road and Bridge.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

WA 2 - Signal Warrant Study - CR 119 at Limmer Loop

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 02/02/2017

**Reviewed By**

Wendy Coco

**Date**

02/02/2017 11:58 AM

Started On: 02/02/2017 11:45 AM

**WORK AUTHORIZATION NO. 2**  
**PROJECT: Traffic Signal Warrant Study – CR 119 / Limmer Loop**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 3, 2015 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Kimley-Horn and Associates (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 \$8,915.00.

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 May 31, 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 \_\_\_\_\_, 2017.


ENGINEER:

Kimley-Horn and Associates

COUNTY:

Williamson County, Texas

By:

  
Signature

Andrew VanLeeuwen

Printed Name

Sr. Vice President

Title

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 the County**

**Locations:** CR 119 at Limmer Loop

**Project:** Traffic Signal Warrant Study

#### **SCOPE OF WORK OVERVIEW**

This project will study the need for a traffic signal at the intersection of CR 119 and Limmer Loop. Traffic count data will be collected and a signal warrant analysis will be performed to determine if this intersection meets any of the traffic signal warrants contained in the Texas Manual on Uniform Traffic Control Devices.

#### **SERVICES TO BE PROVIDED BY THE COUNTY**

The County shall provide all information requested by K-H during the project, including but not limited to the following:

- Timely responses to requests for information or clarification; and
- Timely review of all submittals.
- Provide available copies of associated studies and coordination with ongoing related county projects.
- Provide accident data reports for the past three years through the TxDOT CRIS system.
- Provide decisions in a timely manner.
- Process payment to Engineer in a timely manner.

## **ATTACHMENT B**

### **Services to be Provided by the Engineer**

**Locations:** CR 119 at Limmer Loop

**Project:** Traffic Signal Warrant Study

#### **SCOPE OF WORK OVERVIEW**

This project will study the need for a traffic signal at the intersection of CR 119 and Limmer Loop. Traffic count data will be collected and a signal warrant analysis will be performed to determine if this intersection meets any of the traffic signal warrants contained in the Texas Manual on Uniform Traffic Control Devices.

#### **SERVICES TO BE PROVIDED BY THE ENGINEER**

##### **Task 1. Project Management**

Kimley-Horn and Associates, Inc. (KHA) will perform typical project management duties to meet the schedule discussed in subsequent sections. Project management duties will include coordination and communication with the Client, coordination with the data collection firm, and accounting activities related to the performance of the study.

##### **Task 2. Data Collection**

- 2.1 Intersection Data** – KHA will collect existing lane geometries, traffic control, and speed limits, for the intersection listed above.
- 2.2 Photo Log** – KHA will photograph the approaches to each intersection for verification of field data.
- 2.3 Turning Movement Counts** – KHA will collect weekday peak period turning movement counts from 7 - 9 AM (morning peak), and 4 - 6 PM (afternoon peak) and Saturday counts from 11 AM - 1 PM. The two hour counts will be refined into peak demand hours with calculated peak hour factors for each approach. These data will be used to determine the optimum cycle length and green times for each intersection.
- 2.4 Daily Traffic Volumes** – KHA will collect 24-hour approach counts on each leg of the intersection approaches.
- 2.5 Accident Data** – Historical accident data will be collected from the County for the latest three years available.

##### **Task 3. Apply Traffic Signal Warrant Criteria**

KHA will apply warrants from the Texas Manual on Uniform Traffic Control Devices (TMUTCD) to the traffic count and accident data.

KHA will determine the applicable traffic control device that is warranted at the study intersection.

**Task 4. Meetings**

KHA will attend project meetings with the County as required. For the purpose of this proposal, it is assumed that up to two (2) such meetings will be held.

KHA's involvement in any additional meetings will be billed on an hourly basis in accordance with the attached rate schedule.

**Task 5. Technical Memorandum**

KHA will prepare a technical memorandum detailing the results of the study and describing recommendations. Two (2) draft copies of the memorandum will be provided to the County for review.

Within five (5) business days of receiving review comments, KHA will finalize the technical memorandum and provide four (4) copies to the County. All reports will be signed and sealed by an engineer licensed to practice in the State of Texas.

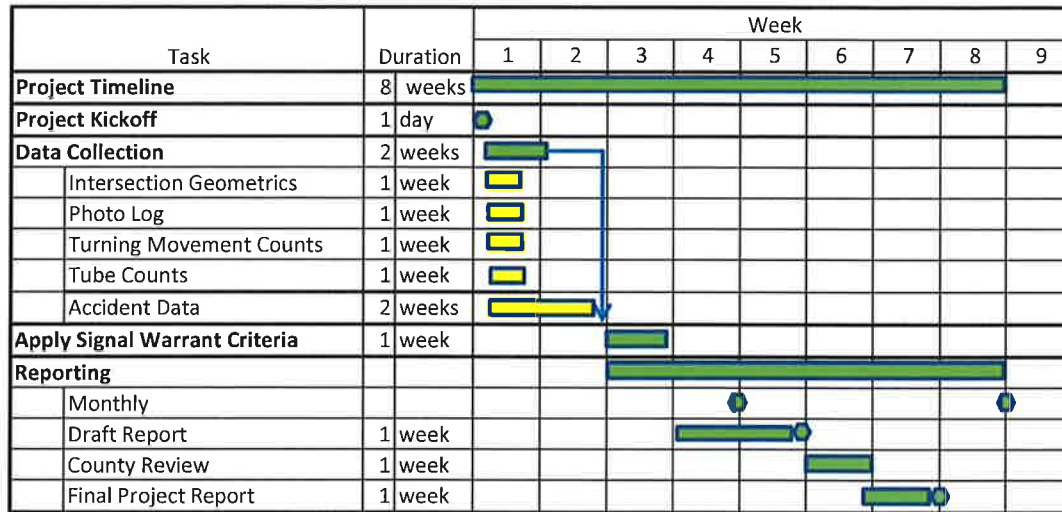
**Additional Services**

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Analyses of additional intersections;
- Operational analysis;
- PS&E services including, but not limited to, roadway design, signal design, and pavement design;

Additional analyses or major re-works required resulting from County comments that are inconsistent with KHA's original direction from the County.

**Attachment C**  
**CR 119 and Limmerman Loop Signal Warrant Study**  
**PROJECT SCHEDULE**



**LEGEND:**

- Project Milestone
- Work Progress
- Task Progress

**WORK AUTHORIZATION 1**

**Attachment D**

**Project Name:** Traffic Signal Warrant Study  
**Project Description:** CR 119 and Limmer Loop  
**Prepared By:** Kimley-Horn and Associates, Inc.

Task #	KHA Task Name	Direct Labor (Person-Hours)					KHA Labor Expense (\$)	Sub-Contractor and Expense (\$)
		Principal	Senior Transportation Engineer II	Engineer	Secretary / Clerical	KHA Labor Total (hours)		
		\$240.00	\$215.00	145.00	75.00			
<b>1</b>	<b>Project Management</b>							
	Project Control and Management	1			1	2	315	
	Project Records and Files	1			1	2	315	
	Status Reports and Invoicing	1			1	2	315	
	<b>Task Total (Hours)</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>6</b>		
	<b>Task Total (Dollars)</b>	<b>\$720</b>	<b>\$0</b>	<b>\$0</b>	<b>\$225</b>		<b>\$945</b>	<b>\$0</b>
<b>2</b>	<b>Data Collection</b>							
	Tube Counts (4 approaches)	1		1		2	385	\$600
	Turning Movement Counts (3 peak periods)		1					\$360
	Delay Study (3 peak periods)		1	2				\$360
	Accident Data		1	4				
	Site Recon (Video / Photos / Drawings)		2	6				
	<b>Task Total (Hours)</b>	<b>1</b>	<b>5</b>	<b>13</b>	<b>0</b>	<b>2</b>		
	<b>Task Total (Dollars)</b>	<b>\$240</b>	<b>\$1,075</b>	<b>\$1,885</b>	<b>\$0</b>		<b>\$385</b>	<b>\$1,320</b>
<b>3</b>	<b>Speed Study Analysis</b>							
	Signal Warrant Count Data		2	2				
	Signal Warrant Site Analysis (ADA, peds)	1	3			4	885	
	Signal Warrant Crash Data		1	4		5	795	
	<b>Task Total (Hours)</b>	<b>1</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>9</b>		
	<b>Task Total (Dollars)</b>	<b>\$240</b>	<b>\$1,290</b>	<b>\$870</b>	<b>\$0</b>		<b>\$1,680</b>	<b>\$0</b>
<b>4</b>	<b>Technical Memo Report</b>							
	Draft					0	0	
	- Report	1	8			9	1960	
	- Exhibits		2	8		10	1590	
	Revisions		2	4		6	1010	
	Final Report	1	2		2			
	<b>Task Total (Hours)</b>	<b>2</b>	<b>14</b>	<b>12</b>	<b>2</b>	<b>25</b>		
	<b>Task Total (Dollars)</b>	<b>\$480</b>	<b>\$3,010</b>	<b>\$1,740</b>	<b>\$150</b>		<b>\$4,560</b>	<b>\$0</b>
<b>5</b>	<b>Project Coordination Meeting</b>							
						0	0	
	<b>Task Total (Hours)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		
	<b>Task Total (Dollars)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>
	<b>TOTAL (Hours)</b>	<b>7</b>	<b>25</b>	<b>31</b>	<b>5</b>	<b>68</b>		
	<b>TOTAL (Fee)</b>	<b>\$1,680</b>	<b>\$5,375</b>	<b>\$4,495</b>	<b>\$375</b>		<b>\$7,570</b>	<b>\$1,320</b>

**Project Summary**

Expenses					
Subconsultants Data Collection					<b>\$1,320</b>
Mileage	50.0 Miles X	\$0.500	per mile		\$25
11"x17" Plots	0.0 Plots X	\$0.20	per plot		\$0
8-1/2"x11" Plots	0.0 Plots X	\$0.10	per plot		\$0
<b>Total</b>					<b>\$1,345</b>
<b>K-H LABOR</b>					<b>\$7,570</b>
<b>GRAND TOTAL</b>					<b>\$8,915</b>



**Commissioners Court - Regular Session****14.****Meeting Date:** 02/07/2017

Discuss consider and take appropriate action on approving a setback variance request for Lots 63 & 64 Santa Rita Ranch South Sec 14 - Pct 2

**Submitted For:** Terron Evertson**Submitted By:** Patrick Hughes, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a variance request from the 25-foot building setback requirement according to Paragraph F2.2 of the 2013 Williamson County Subdivision Regulations for Lots 63 & 64 of the Santa Rita Ranch South Section 14 subdivision - Pct 2.

**Background**

A corner of the covered front porch for the proposed homes at 500 and 504 Andele Way will, as designed, encroach over the required 25-foot building setback line by 1.95 feet and 4.80 feet, respectively. The lender is requesting a variance from the County for these proposed encroachments in order to have a clear title on these two lots. Available remaining sight distance along Andele Way Drive has been verified and has been determined not to be an issue.

A letter from Pulte Homes explaining why the setback requirement cannot be met, along with the plot plans for each lot, are attached.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Variance Request Letter (Pulte)Plot Plans - Lots 63 & 64

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 02/01/2017

**Reviewed By**

Wendy Coco

**Date**

02/01/2017 10:23 AM

Started On: 01/31/2017 01:41 PM



January 10, 2017

Mr. Patrick T. Hughes, P.E.  
Development Services  
County Engineer's Office  
Department of Infrastructure  
Williamson County  
3151 S.E. Inner Loop – Suite B  
Georgetown, Texas 78626

**RE: Front Setback Variance for Lots 63 and 64 of Block A in Santa Rita Section 14**

Mr. Hughes,

Pulte Homes has two lots under contract to purchase from the developer of Santa Rita. The two lots are 63 and 64 of Block A in Santa Rita Section 14. During our process to verify that our plans will fit on all the lots we discovered that none of our homes will fit on these two lots unless we encroach into the front building line. Due to the odd shape of the lots we cannot push the homes back. The home would then encroach into the side building line and would be within 10' of the adjacent homes. Only the covered front porch will encroach into the front building line.

To this letter I have attached the plot plan for each lot showing our smallest floor plan within the side building lines and encroaching across the front building line. I have also attached the recorded plat.

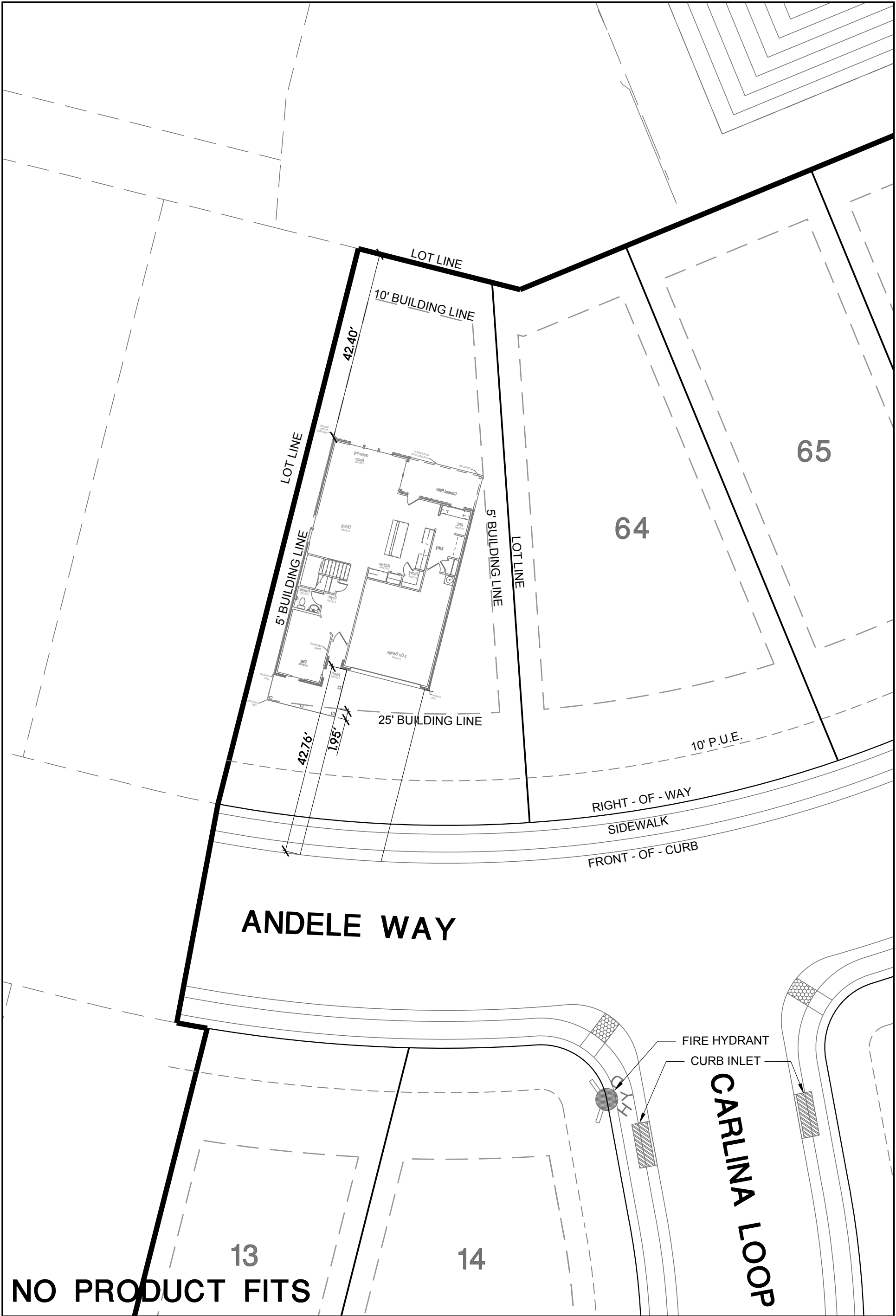
We are requesting a variance to allow the homes on lots 63 and 64 of Block A in Santa Rita Section 14 to encroach into the front building line by 5'.

Please feel free to contact me with any questions or comments.

Sincerely,

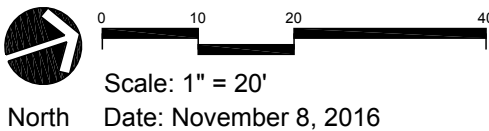


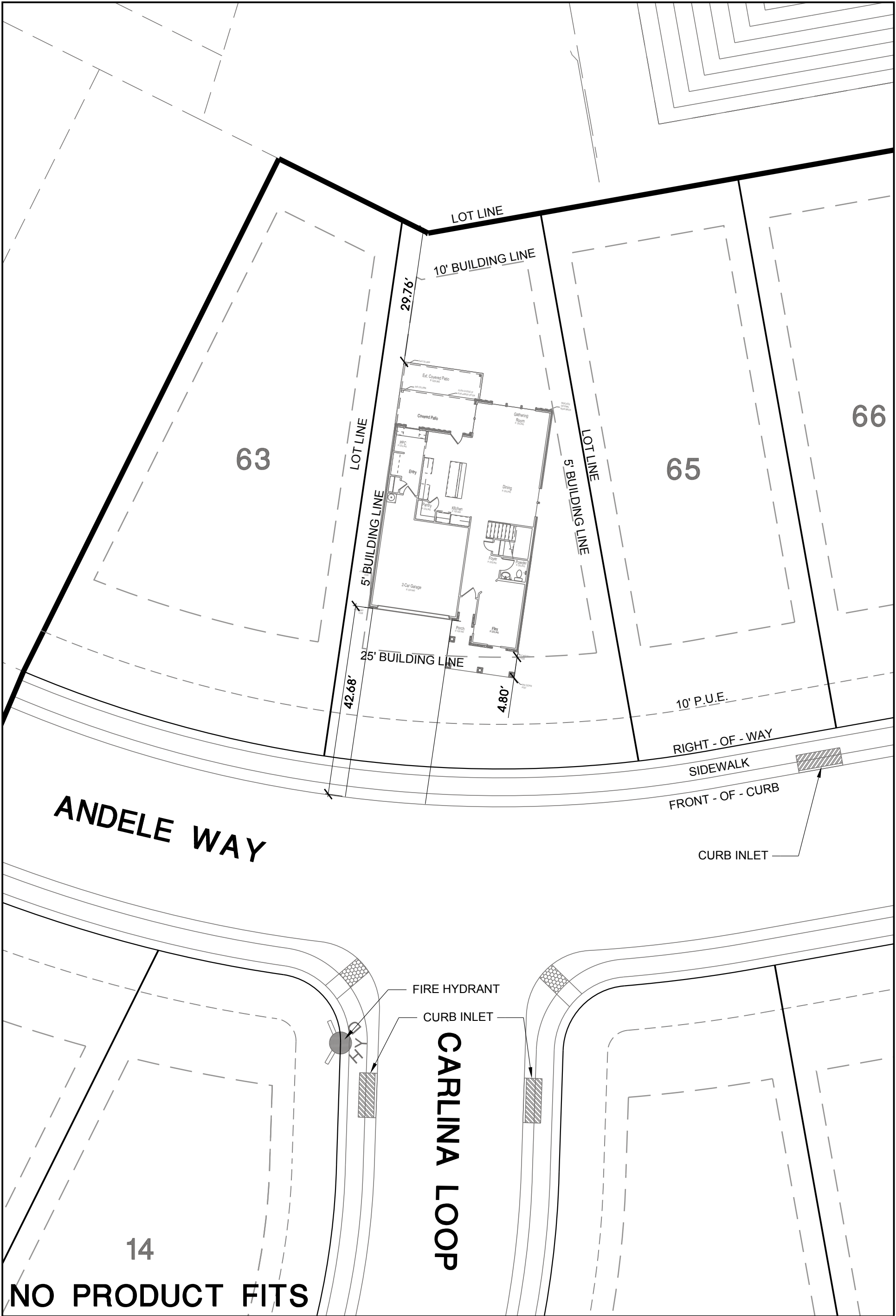
Stephen Ashlock  
Director of Land Development



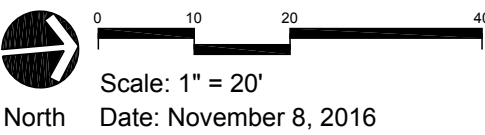
BLOCK A, LOT 63 - FIFTH AVENUE  
SANTA RITA  
LEANDER, TEXAS

PulteGroup, Inc.  
PREPARED BY: SEC PLANNING, LLC





BLOCK A, LOT 64 - FIFTH AVENUE  
SANTA RITA  
LEANDER, TEXAS  
PulteGroup, Inc.  
PREPARED BY: SEC PLANNING, LLC



**Commissioners Court - Regular Session****15.****Meeting Date:** 02/07/2017

Clinics Update

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

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**Information****Agenda Item**

Hear update on Sacred Heart and Samaritan Health Ministries clinics.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 02/02/2017

**Reviewed By**

Wendy Coco

**Date**

02/02/2017 08:28 AM

Started On: 02/01/2017 03:52 PM

**Commissioners Court - Regular Session****16.****Meeting Date:** 02/07/2017

Legislative Update and Discussion

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

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**Information****Agenda Item**

Hear update and discuss bills filed during the 85th Texas Legislative Session.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 01/19/2017

**Reviewed By**

Wendy Coco

**Date**

01/19/2017 08:40 AM

Started On: 01/18/2017 05:52 PM

**Commissioners Court - Regular Session****17.****Meeting Date:** 02/07/2017

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**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 01/23/2017

**Reviewed By**

Wendy Coco

**Date**

01/23/2017 09:27 AM

Started On: 01/20/2017 09:19 AM

**Commissioners Court - Regular Session****18.****Meeting Date:** 02/07/2017

13IFB00119 CR 170 Notice of Termination

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

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding the "Notice of Termination for Stormwater Discharges associated with Construction Activities" for CR 170, a Road Bond Project in Commissioner Pct. 4.

**Background**

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under the TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The construction activities on CR 170 have been completed and the roadway is open to the public.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**13IFB00119 CR NOT

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 02/02/2017

**Reviewed By**

Wendy Coco

**Date**

02/02/2017 09:37 AM

Started On: 02/01/2017 01:19 PM





## **Notice of Termination (NOT) for Authorizations under TPDES General Permit TXR150000**

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**ePermits: This form is available on our online permitting system.**

Sign up for online permitting at: <https://www3.tceq.texas.gov/steers/>

**What is the permit number to be terminated?**

TXR15 XD35 TXRCW

### **Section 1. OPERATOR (Permittee)**

a) What is the Customer Number (CN) issued to this entity?

CN 600897888

b) What is the Legal Name of the current permittee?

Williamson County

c) Provide the contact information for the Operator (Responsible Authority).

Prefix (Mr. Ms. or Miss): Judge

First and Last Name: Dan A Gattis

Suffix:

Title: County Judge

Credentials:

Phone Number: 512-527-6714 Fax Number:

Email: roads@wilco.org

Mailing Address: 101 E Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 78664

Country Mailing Information, if outside USA:

### **Section 2. APPLICATION CONTACT**

This is the person TCEQ will contact if additional information is needed regarding this application.

Is the application contact the same as the permittee identified above? Yes ☐

No ☒

If Yes, go to Section 3.

If No, complete section below

Prefix (Mr. Ms. or Miss): Miss

First and Last Name: Dawn Haggard

Suffix:

Title: Project Administrator

Credentials:

Phone Number: 512527-6714 Fax Number:

Email: dhaggard@hntb.com

Mailing Address: 101 E Old Settlers Blvd, Ste 100

City, State, and Zip Code: Round Rock, TX 78664

Country Mailing Information, if outside USA:

### **Section 3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE**

a) TCEQ issued RE Reference Number (RN): RN 106773088

b) Name of project or site as known by the local community: CR 170

c) County, or counties if more than 1: Williamson County

d) Latitude: 30.481666 Longitude: -97.646111

e) Site Address/Location:

If the site has a physical address such as 12100 Park 35 Circle, Austin, TX 78753, complete Section 3A.

If the site does not have a physical address, provide a location description in Section 3B.

Example: located on the north side of FM 123, 2 miles west of the intersection of FM 123 and Highway 1.

#### **Section 3A: Physical Address of Project or Site:**

Street Number and Name:

City, State, and Zip Code:

#### **Section 3B: Site Location Description:**

Location description: Southeast of SH 45 to Northeast of Pflugerville Parkway

City where the site is located or, if not in a city, what is the nearest city: Round Rock

Zip Code where the site is located: 78664

### **Section 4. REASON FOR TERMINATION**

Check the reason for termination:

☒ Final stabilization has been achieved on all portions of the site that are the responsibility of

the Operator and all silt fences and other temporary erosion controls have been removed, or scheduled for removal as defined in the SWP3.

- ☐ Another permitted Operator has assumed control over all areas of the site that have not been finally stabilized, and temporary erosion controls that have been identified in the SWP3 have been transferred to the new Operator.
- ☐ The discharge is now authorized under an alternate TPDES permit.
- ☐ The activity never began at this site that is regulated under the general permit.

## **Section 5. CERTIFICATION**

Signatory Name: Dan A. Gattis

Signatory Title: County Judge

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature (use blue ink): \_\_\_\_\_

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

**Commissioners Court - Regular Session****19.****Meeting Date:** 02/07/2017

Cobb Fendley Utility Coordination and Relocation Services 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 Utility Coordination and Relocation Services between Williamson County and Cobb, Fendley & Associates, Inc. relating to the 2013 Road Bond Program.

**Background**

This is a new contract for Cobb Fendley who was selected through the recent procurement process. The compensation cap is set at \$3M and work authorizations will be negotiated on a fiscal year timeframe.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[CobbFendley-Contract-UtilityCoordination](#)

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 02/03/2017

**Reviewed By**

Hal Hawes

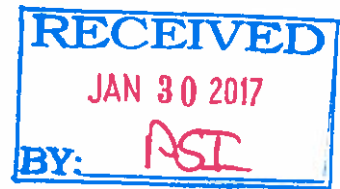
Wendy Coco

**Date**

02/02/2017 08:49 AM

02/03/2017 02:10 PM

Started On: 02/01/2017 06:06 PM



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

**FIRM:** Cobb, Fendley & Associates, Inc. ("Engineer")  
**ADDRESS:** 505 E. Huntland Drive, Suite 100, Austin, Texas 78752  
**PROJECT:** Utility Coordination/Relocation Services for 2013 Road Bond ("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 **Three Million and 00/100 Dollars (\$3,000,000.00)** (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:

Cobb, Fendley & Associates, Inc.  
Attn: Sandra G. Khoury, P.E.  
505 E. Huntland Drive, Ste. 100  
Austin, Texas 78752

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  
101 East Old Settlers Boulevard, Suite 100  
Round Rock, TX 78664  
Attn: Richard Ridings, P.E.

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

**Engineer:** Cobb, Fendley & Associates, Inc.  
505 E. Huntland Drive, Ste 100  
Austin, Texas 78752  
Attn: Sandra G. Khoury, P.E.

## **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

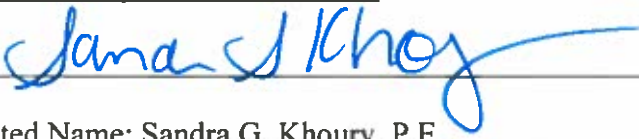
By: \_\_\_\_\_  
Dan A. Gattis, County Judge

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

OK  
m 1/31/2017

**ENGINEER**

Cobb, Fendley & Associates, Inc.

By 

Printed Name: Sandra G. Khoury, P.E.

Title: Principal

Date: January 30, 2017

### **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.

Cobb, Fendley & Associates, Inc

Name of Firm



Signature of Certifying Official

Sandra G. Khoury, P. E.

Printed Name of Certifying Official

Principal

Title of Certifying Official

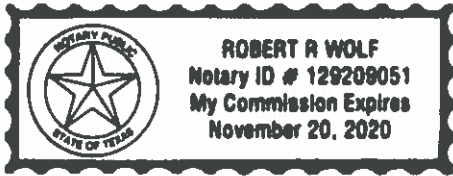
January 30, 2017

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Robert Wolf  
the 30th Day of January, on behalf of  
said firm.



Robert A Wolf  
Notary Public in and for the  
State of Texas

My commission expires: Nov. 20, 2020



## **ATTACHMENT B**

### **ENGINEERING SERVICES**

#### **SCOPE OF SERVICES**

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the *Utility Coordinator*), involves utility coordination/ relocation services in Williamson County, Texas, (the County) as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING
6. UTILITY DESIGN
7. UTILITY CONSTRUCTION OBSERVATION
8. UTILITY PLANNING & RESEARCH
9. FIELD SURVEYING
10. RIGHT-OF-WAY (ROW) COORDINATION

#### **1. UTILITY PROGRAM MANAGEMENT**

- 1.1. The *Utility Coordinator*, in association with the County and its Designated Representatives, will be responsible for the Utility Program Management for all assigned County Projects.
- 1.2. The *Utility Coordinator* will provide Utility Program Management services during any one, or combination, of the following phases of a project: Planning, Design, and/or Construction.
- 1.3. Annual Utility Meeting. The *Utility Coordinator*, in association with the County and its Designated Representative, will conduct an annual Utility Meeting with all Utility Representatives within the County to outline the projects anticipated for design and/or construction during that Fiscal Year. The *Utility Coordinator* will send out a quarterly email update to all Utility Representatives that reflect any changes that have occurred in the project list since the Annual Utility Meeting.
- 1.4. Utilities Section - Design Criteria Manual. The *Utility Coordinator*, in association with the County and its Designated Representatives, will review, develop and update the Utilities Section of the County Road Bond Program Design Criteria Manual and associated appendices on an annual basis, or as needed.

- 1.5 Utility Agreements. The **Utility Coordinator**, in association with the County and its Designated Representatives, will review and update all Utility Agreements of the County Road Bond Program and associated attachments on an annual basis, or as needed.
- 1.6. The **Utility Coordinator** will meet with the County and its Designated Representatives on a bi-weekly basis, or as needed, to discuss the overall County Utility Program.

## **2. PROJECT MANAGEMENT AND COORDINATION**

- 2.1. The **Utility Coordinator**, in association with the County and its Designated Representatives, will be responsible for managing, directing, and/or coordinating all activities associated with utility coordination for all assigned projects.

The **Utility Coordinator's** Project Manager is:

Ms. Melissa Horn

Cobb, Fendley & Associates, Inc.

505 East Huntland Drive, Suite 100

Austin, Texas 78752

Telephone: 512-834-9798

- 2.2. Project Quality Assurance / Quality Control (QA/QC). The **Utility Coordinator** will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development in order to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function. All QA/QC support documents will be provided with each submittal and uploaded to design project folder in ProjectWise. A copy of the **Utility Coordinator's** QA/QC Manual will be provided to the County and its Designated Representative.
- 2.3. Utility Status Report. The **Utility Coordinator** will create and maintain a utility status report on all assigned projects and submit on a weekly basis. The status report will include, at a minimum:
  - 2.3.1. Project with Limits
  - 2.3.2. Roadway Design Engineer
  - 2.3.3. Roadway Design Status
  - 2.3.4. Roadway Construction Advertisement Date
  - 2.3.5. Utility Owners within Project
  - 2.3.6. Utility Design Status
  - 2.3.7. Utility Agreement or Permit Status
  - 2.3.8. Utility Relocation Status (color coded)
  - 2.3.9. Parcel Status
  - 2.3.10 Williamson County Utility Cost
  - 2.3.11 Utility Billing Status

- 2.4. Weekly Project Status Meetings. The **Utility Coordinator** will participate in weekly project status meetings with the County and its Designated Representatives.
- 2.5. Project Documentation. The **Utility Coordinator** will document all attachments and files sent to utilities and will upload all project related documents including, but not limited to, utility as-builts, utility conflict tracker spreadsheets, utility conflict strip maps at design milestone (i.e., schematic, 30%, 60%, 90%, etc.), utility agreement packages, meeting minutes, phone call records, Utility Certifications, etc. in designated project folders in ProjectWise, or other approved County documentation system.

**3. UTILITY ADJUSTMENT COORDINATION** activities include, but are not limited to, meeting and contact with utilities on the project, initial project notifications, providing progress reports, preparation of contact lists, preparation of master utility agreements, preparation of utility joint use agreements, assistance with permits, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the **Utility Coordinator's** responsibilities, as listed in the following scope.

- 3.1. **Utility Coordinator** shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.
- 3.2. **Utility Coordinator** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The **Utility Coordinator** will be responsible for the following:
  - 3.2.1. Initial Project Meeting Attend an initial meeting with county or designated representative, after on-site inspection (when appropriate), to ensure familiarity with existing conditions, governing utility criteria for the project, project requirements or concerns and/or critical deadlines. The **Utility Coordinator** will prepare a written report of the meeting.
  - 3.2.2. Project Notifications. Prepare written notification letters at each design milestone, (i.e., schematic, 30%, 60%, 90%, etc.) with associated project information and files, and send to Utility Representatives.
  - 3.2.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.
    - 3.2.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for conflict mitigation or relocation construction.
    - 3.2.3.2. Schedule and conduct design milestone utility meetings and include the roadway designer (Kick-Off and 60% Design Milestone group meetings, at a minimum).
  - 3.2.4. External Communications: The **Utility Coordinator** will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the County or Designated Representative. The **Utility Coordinator** will also provide

copies of reports, correspondence and other documentation of work-related communications between the *Utility Coordinator*, utility owners and other outside entities when requested by the County.

- 3.3. The *Utility Coordinator* shall determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts based on governing utility criteria established in Initial Project Meeting. The *Utility Coordinator* shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.
- 3.4. Utility Agreement Assemblies: A packaged agreement consisting of (if Applicable) a Standard Utility Adjustment Agreement along with the following attachments, Attachment “A” Plans, Specifications, and Estimated Cost, Attachment “B” Utility’s Schedule of Work and Estimated Date of Completion, Attachment “C” Eligibility Ratio, Attachment “D” Betterment Calculation and Estimates, Attachment “E” Proof of Property Interest, Attachment “F” Wilco-U-80A-Utility Joint Use Agreement, Quitclaim, and Field Notes for quitclaim portion of easement.
  - 3.4.1. The *Utility Coordinator*, in coordination with the County and its Designated Representative, shall determine the appropriate forms to be used on each assigned project and which utilities will be installed by “Agreement”, by “Permit”, or by “ILA”. The *Utility Coordinator* shall review and process all agreement and permit requests and forward to the County or its Designated Representative or TxDOT if the project is on-system project for final approval.
  - 3.4.2. Utility Agreements: If a utility is located within an easement, the *Utility Coordinator* shall determine whether or not a compensable interest exists and the owner’s degree of eligibility. The *Utility Coordinator* shall assist the utility company with adjustment plans and cost estimate for these adjustments. The *Utility Coordinator* shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable, and to ensure that the proposed adjustments will not conflict with roadway construction. The *Utility Coordinator* will submit 4 original Standard Utility Agreement packages along with attachments to the County or its Designated Representative by letter recommending approval.
  - 3.4.3. Non-Reimbursable Utility Adjustments. The *Utility Coordinator* will furnish the appropriate Utility Installation Permit form to the utility company and assist them with adjustment plan preparation. The *Utility Coordinator* shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or the governing agency utility criteria, if applicable, and to ensure that the proposal will not conflict with roadway construction. The *Utility Coordinator* will submit the permit to the County or its Designated Representative by letter recommending approval.
  - 3.4.4. Interlocal Agreements (ILA): If it is determined that the utility will be adjusted as part of the roadway contract, the County or its Designated Representative shall be notified immediately. The *Utility Coordinator* shall determine what funding amount is required based upon the applicable betterment or eligibility ratio and

provide that information to the County and its Designated Representative. The County or its designated representative will negotiate and secure the ILA with each respective Utility Owner. A copy of the final ILA will be provided to the **Utility Coordinator** upon execution.

- 3.5. Utility Tracking Reports. The **Utility Coordinator** will prepare and maintain a utility tracking report for each assigned project. The tracking report must be in an Excel spreadsheet format and will be updated on a monthly basis. The utility tracking report will include the following:
  - 3.5.1. Utility Owner and Contact Information
  - 3.5.2. Meetings and Written Notifications
  - 3.5.3. Agreement Information
  - 3.5.4. Utility Billings
- 3.6. Utility Billings. The **Utility Coordinator** will receive and review all invoices sent by reimbursable utilities for accuracy and compliance with the executed utility agreements and as per Williamson County Vendor Policy. If needed, the **Utility Coordinator** will request any missing documentation required to support the invoice from the Utility Owner. After five (5) business days, the **Utility Coordinator** will process the invoice with the documentation provided, even as a short pay, until all support documentation is secured. The invoice submittal will include all supporting documentation received to date, recommendation for payment, partial payment form and a payment summary and will be forwarded to the County or its Designated Representative for approval and payment.
- 3.7. Utility As-Builts. The **Utility Coordinator** will request as-builts and relocation plans from each utility company, review as-builts to ensure compliance with the project, and upload as-builts to Project Wise.
- 3.8. Utility Certification/Special Provisions: The **Utility Coordinator's** Project Manager or P.E. shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for roadway construction. However, if the utility adjustments are not complete prior to roadway project letting, a letter will be required outlining all outstanding utility conflicts and their effects on roadway construction.

#### **4. SUBSURFACE UTILITY ENGINEERING** including utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as defined in the Utilities Section of the Design Criteria Manual.

Based on the review of existing utilities and proposed roadway design, bridge design, drainage design, and other potential conflicts for utilities, the **Utility Coordinator** will recommend required test holes after completion of 60% conflict assessment. The **Utility Coordinator** will coordinate with the appropriate Utility Owner to utilize internal work forces to perform required test holes for verification of its facilities.

If requested, the *Utility Coordinator* will coordinate with the County and/or its Designated Representative to provide the required test holes. A sketch of the area to be included for the proposed test hole locations "Level A" will be provided prior to the start of the work and must be approved by the County and/or its Designated Representative. The County or its Designated Representative will provide comments or approval of test hole plan within five (5) business days.

- 4.1. Subsurface Utility Designate Service (Quality Level B). Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality levels C and D. The *Utility Coordinator* shall:
  - 4.1.1. As requested by the County, compile "As Built" information from plans, plats and other location data as provided by the utility owners.
  - 4.1.2. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The *Utility Coordinator* will examine utility owner's work to ensure accuracy and completeness.
  - 4.1.3. Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the County. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.
  - 4.1.4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable will be prepared and delivered to the County or its Designated Representative. It is understood by both the *Utility Coordinator* and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the County. This information will be provided in Microstation, Geopak or other applicable County/County's Design Consultant CADD system. The electronic file will be uploaded to Project Wise. A hard copy is required and must be sealed and dated by the *Utility Coordinator*. When requested by the County or its Designated Representative, the designated utility information must be over laid on the County design plans.
  - 4.1.5. Determine and inform the County of the approximate utility depths at critical locations as determined by the County or its Designated Representative. This depth indication is understood by both the *Utility Coordinator* and the County and its Designated Representative to be approximate only.
  - 4.1.6. Clearly identify all utilities that were discovered from quality levels C and D investigation, but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

- 4.2. Subsurface Utility Locate (Test Hole) Service (Quality Level A). Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by nondestructive excavation techniques that ensures the integrity of the utility facility. All test holes will be tied to project survey control provided by the County or its Designated Representative.

Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The **Utility Coordinator** shall:

- 4.2.1. Review requested test hole locations and advise the County and/or its Designated Representative in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
- 4.2.2. Coordinate with utility owner inspectors as may be required by law or utility owner policy
- 4.2.3. Neatly cut and remove existing pavement material, such that the cut not exceed 1 square foot unless unusual circumstances exist.
- 4.2.4. Measure and record the following data, as required, on an appropriately formatted test hole data sheet and upload to design project folder in ProjectWise.
  - 4.2.4.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
  - 4.2.4.2. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 0.05 feet of utilized benchmarks.
  - 4.2.4.3. Elevation of existing grade over utility at test hole location.
  - 4.2.4.4. Horizontal location referenced to project coordinate datum.
  - 4.2.4.5. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
  - 4.2.4.6. Utility facility material(s).
  - 4.2.4.7. Utility facility condition.
  - 4.2.4.8. Pavement thickness and type.
  - 4.2.4.9. Coating/Wrapping information and condition.
  - 4.2.4.10. Unusual circumstances or field conditions.
  - 4.2.4.11. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.
- 4.2.5. Be responsible for any damage to the utility during the locating process. In the event of damage, the **Utility Coordinator** shall stop work, notify the appropriate utility facility owner, the County, Designated Representative, and appropriate regulatory agencies. The regulatory agencies include, but are not limited to the Texas Railroad Commission and the Texas Commission on Environmental Quality. The **Utility Coordinator** will not resume work until the utility facility owner has determined the corrective action to be taken. The **Utility Coordinator** shall be liable for all costs involved in the repair or replacement of the utility facility.
  - 4.2.5.1. Backfill all excavations with appropriate material, compact backfill by mechanical means and restore pavement and surface material. The **Utility Coordinator** shall be responsible for the integrity of the backfill and surface restoration for a period of three (3) years.

- 4.2.5.2 Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the **Utility Coordinator** shall return to correct the condition at no extra charge to the County.
  - 4.2.5.3. Plot utility location position information to scale and provide an updated Utility Layout. This information will be provided in PDF, Microstation or other CADD System format used by the County.
- 4.3. Closed-Circuit Television (CCTV) Investigation. Subsurface utility investigation using CCTV equipment can be provided on existing storm drains or sanitary sewer lines to assist with the determining the condition of existing lines or to identify points of potential blockage. The **Utility Coordinator** shall coordinate with the County or its Designated Representative on required deliverable for each task assigned.
  - 4.3.1. Optional deliverables of CCTV data. CCTV data can be delivered in one the following methods, as deemed necessary by the County:
    - 4.3.1.1. Deliver Video of data to the client for their use after data download and reduction;
    - 4.3.1.2. Prepare and deliver a Certified Report after data download, reduction and report preparation; and/or
    - 4.3.1.3. Physical designation of horizontal location of the subject utility line in the field that is surveyed in to project controls.
- 4.4. Ground Penetrating Radar. Subsurface utility investigation using Ground Penetrating Radar (GPR) can be provided in locations where conventional electromagnetic pipe and cable locators are not successful, dependent on soil conditions. A typical example of this would be when non-conductive utility features require investigation (i.e., PVC water line without trace wires). Soil conditions in Williamson County are not ideal for GPR use, but it has been used successfully in certain areas to assist with utility designating.
  - 4.4.1. GPR services include providing physical designation of horizontal locations of the subject utility line that is then surveyed to project control.
  - 4.4.2. GPR data does not provide vertical locations to the standard required for design purposes.
  - 4.4.3. Post processing of GPR data and submittal of GPR image files are not included in this scope.

**5. UTILITY ENGINEERING.** Includes the identification of utility conflicts, coordination, and resolution of utility conflicts, preparation of utility layouts and exhibits, review of utility relocation plans and estimates, and assisting in the utility adjustment coordination effort. The **Utility Coordinator** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

- 5.1. Utility Layout: The **Utility Coordinator** shall maintain a utility layout in the latest version of Microstation V8 or AutoCAD. This layout shall include all existing utilities which are to remain in place, be relocated, or be abandoned. This layout will be utilized to confirm and evaluate alternatives. The **Utility Coordinator's** Project Manager or registered



Professional Engineer (P.E.) will utilize the layout of existing utilities and make a determination of the following:

- 5.1.1. Facilities in conflict with the proposed project that are to be relocated.
  - 5.1.2. Facilities to be abandoned in place.
  - 5.1.3. Facilities to remain in service and in place.
  - 5.1.4. As part of the QA/QC process, the **Utility Coordinator's** Project Manager or P.E. shall make reasonable effort, per industry standards, for identifying all utilities and conflicts within the project corridor. In the event there are any unidentified utilities discovered during the course of the project which will require relocation, the **Utility Coordinator** shall notify the County and/or its Designated Representative immediately upon discovery.
- 5.2. Conflict Assessment. The **Utility Coordinator** will utilize the Utility Layout and prepare a Utility Conflict Matrix that summarizes the list of utility conflicts by owner, conflict type and station limits. This conflict assessment will be forwarded to the utility owners within the project limits, along with the Utility Layout, within a two (2) week turnaround from received design milestone submittal. The utility layout and conflict matrix will be sent with written notification to all utility owners and uploaded to ProjectWise.
- 5.2.1. The **Utility Coordinator** will secure the latest version of the Road Bond Program's electronic file release waiver from each utility requesting electronic design files. Upon approval of release form by the County or its Designated Representative, the **Utility Coordinator** will provide the requested files to the utility and upload a \*.zip file of the submittal to ProjectWise.
- 5.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.
- 5.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.
  - 5.3.2. Set agenda and sign-in sheet for all coordination meetings.
  - 5.3.3. Evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.
  - 5.3.4. Establish and promote the desired agenda and methodologies for utility construction within the project.
  - 5.3.5 Provide meeting minutes within five (5) business days to all attendees.
- 5.4. Proposed Utility Corridor Typical Section. The **Utility Coordinator** will prepare a Proposed Utility Corridor Typical Section in the latest version of Microstation or AutoCAD, as needed, when cross sections are made available by the design engineer. The Proposed Utility Corridor Typical Section will be presented at the 60% Design Milestone Meeting for review and concurrence by utility owners. The section will help identify and establish sequence of construction for all utility relocation work, whether it is included as a part of the Project construction or not. The section will incorporate the following information:
- 5.4.1. Existing and proposed utility alignments in cross-sectional view
  - 5.4.2. Existing and proposed roadway features in cross-sectional view

- 5.4.3. Identify which utilities will be built as part of the contract
- 5.4.4. Identify which facilities will be relocated prior to construction
- 5.5. Review of Utility's Proposed Adjustments
  - 5.5.1. Evaluate Alternatives: The **Utility Coordinator** will evaluate relocation plans and consider alternatives in the adjustment of utilities that balances the needs of both the County and the Utility.
  - 5.5.2. Review Estimates and Schedules: The **Utility Coordinator** will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.
  - 5.5.3. Review Plans to confirm all conflict locations have been addressed and relocations are in compliance with County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.
  - 5.5.4. Review Traffic Control Plans. The **Utility Coordinator** shall ensure traffic control plans meet with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". The **Utility Coordinator** must coordinate approval from the County or its Designated Representative concerning the proposed method of handling traffic prior to allowing commencement of work.

**6. UTILITY DESIGN.** The **Engineer** will coordinate and develop PS&E for utilities to be included in the construction contract for the County upon written request by the Utility Owner and/or the County. All joint bid utility plan requests are to be approved by the County or Designated Representative prior to commencing work.

- 6.1. The **Engineer** shall develop PS&E and special details to accommodate or adjust utilities, including but not limited to fiber optic, communications, gas, water or wastewater. Prior to developing any special utility detail or PS&E set, the **Engineer** shall notify the County and its Designated Representative in writing regarding each utility conflict that may require an accommodation. As directed by the County or its Designated Representative, the **Engineer** shall coordinate with each utility to develop each PS&E package and special details. The **Engineer** shall develop each utility detail or PS&E package in compliance with the County or governing agency guidelines.
- 6.2. The **Engineer** shall prepare General Notes and shall provide a list of governing specifications and special provisions. The **Engineer** shall prepare each plan sheet, detail sheet, special specification, special provision, and special note required to incorporate the utility designs into the County's plans. If necessary, the **Engineer** shall provide any required Utility Certifications. The **Engineer** shall prepare a Construction Time Determination schedule for each utility relocation design required to incorporate into the County's construction schedule.
- 6.3. The **Engineer** shall provide quantities for construction bid items, as well as estimate of probable costs, starting at the 60% design submittal.

- 6.4. The **Engineer** should submit plans at each respective design milestone to the Utility Owner, the **Utility Coordinator** and the County or Designated Representative for review. The **Utility Coordinator** and the County or Designated Representative shall provide written comments on the plan submittal within five (5) business days from receipt.
- 6.5. The **Engineer** cannot perform utility design if they have had a role in utility coordination on the project.

**7. UTILITY CONSTRUCTION OBSERVATION** including the coordination of utility construction activities, monitoring progress of utility installations.

- 7.1. The **Utility Coordinator** shall attend the Roadway Pre-Construction meeting scheduled by the County or Designated Representative and provide a utility status, upon request.
- 7.2. The **Utility Coordinator** will conduct periodic site visits, as needed, to observe utility relocation progress. If the **Utility Coordinator** observes construction not in compliance with the relocation plans, the **Utility Coordinator** will notify the County or its Designated Representative that an inspector should be assigned to the project.
- 7.3. The Utility Company retains all responsibility for all inspections related to compliance with Utility Codes, Industry standards, and design of the Utility Facility.

**8. UTILITY PLANNING AND RESEARCH.** Planning services consist of performing research, identifying potential conflicts and preparing estimates of the costs of utility avoidance, protection, and/or relocation to assist with the development of the County's Road Bond Program Budget or County's Corridor Studies. Utility data collection will be based on information provided on proposed projects, from schematic or conceptual-level design drawings to project location with scope of proposed improvements. Research – Utility Data Collection (Planning) services include:

- 8.1. Initial Project Meeting. The **Utility Coordinator** will meet with the County or its Designated Representative to obtain project information and establish communication and documentation requirements.
- 8.2. Utility Data Collection. The **Utility Coordinator** will research records of properties and utilities within the estimated limits of the project area and:
  - 8.2.1. Identify all utility service providers within the project area
  - 8.2.2. Determine the existence and approximate location of utilities and easement.
  - 8.2.3. Perform a visual inspection of the project area on-site and/or using available GIS map, aerial photography, and utility records to identify conflicts.
- 8.3. Evaluation of Utility Data. The **Utility Coordinator** will summarize utility conflicts and relocation responsibilities, cost estimates, and alternatives for the proposed project
  - 8.3.1. Utilities within easement (compensable interest):
    - 8.3.1.1. Present and discuss alternatives with the County and its Designated Representative for redesign options to avoid utility relocations or to minimize utility relocation costs.

- 8.3.1.2. Provide utility relocation cost estimates for those utilities that will have to be relocated or require additional protection measures to remain in place.
- 8.3.2. Utilities within existing right-of-way:
  - 8.3.2.1. Present and discuss alternatives with the County and its Designated Representative for utility relocation options, including redesign.
  - 8.3.2.2. Obtain utility service providers' relocation policies and procedures and estimated duration for completing relocation design and construction.
- 8.4. Summary Report. The *Utility Coordinator* will prepare a summary report of all utility documentation and findings obtained and developed and provide copies to the County and its Designated Representative upon completion of the research.

**9. FIELD SURVEYING.** The *Utility Coordinator* will provide field surveying, at the request of the County or its Designated Representative, to assist in utility coordination during any phase of a County Project – planning, design, and/or construction. The *Utility Coordinator* will only provide such services to the County when requested and authorized in writing. Field surveying services include, but are not limited to:

- 9.1. Metes and Bounds Descriptions. The *Utility Coordinator* will prepare metes and bounds descriptions and exhibits for utility easements, as requested and authorized by the County and/or its Designated Representatives.
- 9.2. Right-of-Way (ROW) Staking. The *Utility Coordinator* will provide ROW staking services for Utility Relocations, as requested and authorized by the County and/or its Designated Representatives.
- 9.3. Utility Relocation Verification. The *Utility Coordinator* can provide survey of utility relocations at critical locations, as requested and authorized by the County and/or its Designated Representatives.

**10. RIGHT-OF-WAY (ROW) COORDINATION.** The *Utility Coordinator* will coordinate with the County or its Designated Representative in regards to right-of-way and easement acquisitions for each project assigned. This coordination will include, but is not limited to:

- 10.1. Utility easement acquisitions
- 10.2. Utility structure clearance as a result of ROW acquisition
- 10.3. ROW acquisition schedule and priorities for utility relocations
- 10.4. Preparation of exhibits to assist in ROW or easement acquisition process
- 10.5. Meetings with the County of its Designated Representative, as needed, to review ROW Acquisition and utility status

## **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. 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:

[Insert Company Name HERE]

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

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

\_\_\_\_\_  
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

## EXHIBIT D

### RATE SCHEDULE

Cobb, Fendley & Associates, Inc.

*Effective January 2017*

<b><u>Classification</u></b>	<b><u>2017 Billing Rate</u></b>
Project Manager.....	\$175.00/HR
Senior Engineer.....	\$235.00/HR
Project Engineer III.....	\$160.00/HR
Project Engineer II.....	\$145.00/HR
Project Engineer I.....	\$125.00/HR
Senior Technician.....	\$135.00/HR
Technician III.....	\$120.00/HR
Technician II.....	\$110.00/HR
Technician I.....	\$90.00/HR
Licensed State Land Surveyor.....	\$225.00/HR
Registered Professional Land Surveyor.....	\$160.00/HR
4-Man Survey Crew.....	\$180.00/HR
3-Man Survey Crew.....	\$160.00/HR
2-Man Survey Crew.....	\$140.00/HR
1-Man Survey Crew.....	\$120.00/HR
Senior Field Utility Specialist.....	\$140.00/HR
Field Utility Specialist.....	\$105.00/HR
Senior Utility Specialist.....	\$150.00/HR
Utility Specialist.....	\$125.00/HR
GIS Manager.....	\$160.00/HR
GIS Analyst.....	\$110.00/HR
Right-of-Way Agent.....	\$125.00/HR
Clerical.....	\$72.00/HR
GPS.....	\$37.00/HR/Receiver

#### **SUBSURFACE UTILITY ENGINEERING**

Level A – Location (Non-Destructive Excavation):

Vertical Depth:

0 Ft. – 5 Ft.....	\$1,200/Hole
5 Ft. – 8 Ft.....	\$1,600/Hole
8 Ft. – 13 Ft.....	\$1,850/Hole
> 13 Ft.....	to be negotiated

## EXHIBIT D

### RATE SCHEDULE

(continued)

Cobb, Fendley & Associates, Inc.

Effective January 2017

#### SUBSURFACE UTILITY ENGINEERING (cont.)

One-Man Designating Crew with Equipment (4-hr minimum).....	\$100/HR
Two-Man Designating Crew with Equipment (4-hr minimum).....	\$160/HR
Vacuum Excavation Truck with 2 Technicians (4-hr minimum).....	\$285/HR
Ground Penetrating Radar with 1 Tech (4-Hour Minimum) .....	\$250/HR
Closed Circuit Television (CCTV) with 2 Technicians.....	\$265/HR
Traffic Control Officer .....	@ Cost
Traffic Control (Lane Closures, etc.).....	To Be Negotiated
Permits (Local, State, etc.).....	@ Cost
Designation & Traffic Control Vehicles.....	\$3.40/Mile
Location Vehicles.....	\$6.80/Mile

#### REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm).....	@ Cost
Courier, Special Equipment Rental.....	@ Cost
Title Plant Charges.....	@ Cost
Other Misc. Expenses Related to the Project.....	@ Cost
In-House Reproduction:	
Copies (Up to 11" x 17").....	\$0.15/Each
Color Prints (Up to 11" x 17").....	\$1.50/Each
Color Prints (Larger than 11" x 17").....	\$3.00/Sq. Ft.
Bond Prints (All Sizes).....	\$2.00/Each

*Refer to Exhibit E – Williamson County Reimbursement Policy for all other allowable reimbursable expenses*



## EXHIBIT D

### RATE SCHEDULE

(continued)

Hydro Spy, LLC

Hydro Excavation Services Standard Rate Schedule

Effective January 2017

<u>Hydro Excavation</u>	<u>2017 Billing Rate</u>
Hydro Excavation Unit (includes 1 Operator & 1 Technician).....	\$235.00/HR
Local Daily Minimum Dispatch Charge (portal to portal) .....	\$2,350.00/HR
OTR Daily Minimum Dispatch Charge (portal to portal) .....	\$2,820.00/HR
Project Manager.....	\$35.00/HR
Additional Operator (If needed separately).....	\$35.00/HR
Additional Technician (if need separately).....	\$25.00/HR

*Billing for each Hydro Excavation Unit is portal to portal*

#### Miscellaneous (as needed)

Out of Town Mobilization for HE Unit and Crew.....	\$140.00/HR
Out of Town Mobilization for Support Vehicle and Crew.....	\$60.00/HR
Per Diem (per man).....	@ Cost
Disposal Fee (when dumping offsite).....	\$150.00/Dump

#### Equipment (as needed)

Dump trailer .....	\$350.00/Day
Daily Rate for Backfill Labor & Material.....	\$1,000.00/Day
Support Vehicle.....	\$100.00/HR
Dump Truck/Water Truck.....	\$720.00/Day
6" IVAC Hose .....	\$20.00/Day
6" Flex Hose.....	\$1.50/FT
½" Water Pressure Hose (per 50' section).....	\$25.00/Day
Ramps (per pair).....	\$100.00/Day
Nipple Flanges (per pair).....	\$20.00/Day
Flat Bed Trailer.....	\$50.00/Day

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 E**

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

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

#### **1. Invoices and Affidavits**

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

## **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

### **3. Meals**

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 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 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 (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 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 airfare, hotel and/or car rental

- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Sales tax on goods purchased
- 10.28 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**

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2017

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).

<b>PRODUCER</b> USI Southwest Three Memorial City 840 Gessner, Suite 600 Houston, TX 77024	<b>CONTACT NAME:</b> Michelle Weweh <b>PHONE (A/C, No, Ext):</b> 713 490-4512 <b>FAX (A/C, No):</b> 484-652-5181 <b>E-MAIL ADDRESS:</b> michelle.weweh@usi.com														
<b>INSURED</b> Cobb, Fendley & Associates, Inc. 13430 Northwest Frwy Ste 1100 Houston, TX 77040	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Co. of Amer</td> <td>25666</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C : Navigators Specialty Insurance</td> <td>36056</td> </tr> <tr> <td>INSURER D : Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER E : Charter Oak Fire Insurance Comp</td> <td>25615</td> </tr> <tr> <td>INSURER F : Travelers Prop. Cas. Co. of Ame</td> <td>25674</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Co. of Amer	25666	INSURER B : Travelers Indemnity Company	25658	INSURER C : Navigators Specialty Insurance	36056	INSURER D : Berkley Insurance Company	32603	INSURER E : Charter Oak Fire Insurance Comp	25615	INSURER F : Travelers Prop. Cas. Co. of Ame	25674
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## COVERAGES

## CERTIFICATE NUMBER:

## 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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		PACP8E269396TIA16	07/10/2016	07/10/2017	EACH OCCURRENCE \$1,000,000
F	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		6808E28557ATIL16	07/10/2016	07/10/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input checked="" type="checkbox"/> Deductible: \$0					MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$
E	AUTOMOBILE LIABILITY		BA8E24391016GRP	07/10/2016	07/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> Deductible: \$0					\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CUP8E2870031647	07/10/2016	07/10/2017	EACH OCCURRENCE \$10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$10,000,000
C	DED <input checked="" type="checkbox"/> RETENTION \$10000		HO16EXC872787IC	04/20/2016	07/10/2017	Each Occ/Agg \$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		XV2KUB4297T92016	07/10/2016	07/10/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N/A				E L EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		Deductible: \$0			E L DISEASE - EA EMPLOYEE \$1,000,000
D	Professional Liability		AEC901039901	07/10/2016	07/10/2017	E L DISEASE - POLICY LIMIT \$1,000,000
	CM Retro Date:		10/7/1987			\$5,000,000 per claim \$5,000,000 annl aggr. Deductible: \$150,000

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

RE: Project: Utility Coordination/Relocation Services for 2013 Road Bond.

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, its directors, officers and employees, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named Insured. The General Liability policy contains a special endorsement with Primary and Noncontributory (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

Williamson County Auditor  
 c/o Pam Navarrette  
 710 Main Street; Suite 301  
 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



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**Commissioners Court - Regular Session****20.****Meeting Date:** 02/07/2017

CR 111 Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, 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 Real Estate Contract with Richard and Irene Mutai for right of way needed on CR 111 (Parcel 4).

**Background**

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**Fiscal Impact**

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

**Attachments**Mutai contract

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/02/2017

**Reviewed By**

Wendy Coco

**Date**

02/02/2017 09:37 AM

Started On: 02/02/2017 09:12 AM

**REAL ESTATE CONTRACT**  
CR 111 Right of Way—Parcel 4

THIS REAL ESTATE CONTRACT ("Contract") is made by RICHARD MUTAI and IRENE MUTAI (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

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

All of that certain 0.059 acre (approximately 2,550 Sq. Ft.) tract of land in the J. Robertson Survey, Abstract No. 545, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4**)

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

**ARTICLE II**  
**PURCHASE PRICE**

**Purchase Price**

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of TEN THOUSAND and 00/100 Dollars (\$10,000.00).

**Payment of Purchase Price**

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

### Special Provisions

2.03. The parties acknowledge that the acquisition of the Property herein is not intended to acquire any of Seller's fencing or gate improvements, and there is no compensation for the acquisition of fence or gate improvements in the Purchase Price. If at the time of construction of the proposed roadway improvements it is determined that any of the existing fence and gate improvements are located within the Property or are impacted by the construction project then Buyer shall be responsible for either reconstructing or paying market value replacement for the affected improvements.

## **ARTICLE III PURCHASER'S OBLIGATIONS**

### Conditions to Purchaser's Obligations

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

### Miscellaneous Conditions

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

## **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

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

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before March 15, 2017, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

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

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

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

### Prorations

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

### Closing Costs

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

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

## **ARTICLE VI BREACH BY SELLER**

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

## **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the

failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

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

### Texas Law to Apply

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

### Parties Bound

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

### Legal Construction

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

### Prior Agreements Superseded

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



Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

*[signature page follows]*

**SELLER:**

Richard Mutai  
Richard Mutai

Date: 1/30/2017

Address: 2455 WESTINGHOUSE RD  
GEORGETOWN TX 78626

Irene Mutai  
Irene Mutai

Date: 1/30/17

Address: 2455 WESTINGHOUSE RD  
GEORGETOWN TX 78626

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

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

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

**EXHIBIT A**

**County:** Williamson  
**Parcel:** 4  
**Highway:** County Road 111 (Westinghouse Road)

**PROPERTY DESCRIPTION FOR PARCEL 4**

BEING 0.059 of an acre (2,550 Square Feet) of land, situated in the J. Robertson Survey, Abstract No. 545, in Williamson County, Texas, said land being a portion of that certain tract of land, called 18.980 acres, as conveyed to Richard Mutai and Irene Mutai, husband and wife, by deed recorded as Document No. 2006015326 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

**BEGINNING** at an iron pin found (Surface Coordinates determined as N=10189849.39 E=3140936.68) on the north line of County Road No. 111, (Westinghouse Road) marking the Southeast corner of the above-referenced 18.980 acre Mutai tract, being the Southwest corner of that certain tract of land, called 2.20 acres, as conveyed to Carl Wade Gattis, Jr., by deed as recorded in Volume 942, Page 227, of the Deed Records of Williamson County, Texas, for the most easterly corner hereof, from which a ½-inch iron rebar found along the west line of said 2.20 acre tract, bears N 20°35'30" W, 318.02 feet;

**THENCE**, along the said north line of County Road No. 111, S 68°23'45" W, 486.61 feet to an iron pin found marking the Southwest corner of the said 18.980 acre Mutai tract, being the Southeast corner of that certain tract of land, called 11.00 acres, as conveyed to Kimberly Napua Heflin Treaster & Valerie Lehua Heflin Kramer by deed recorded as Document No. 2013114259 of the Official Public Records of Williamson County, Texas, for the Southwest corner hereof;

**THENCE**, along the west line of the said 18.980 acre Mutai tract, being the east line of the said 11.00 acre Treaster & Kramer tract, N 21°10'15" W, 10.48 feet to an iron pin set 77.60 feet left of Engineers Centerline Station 27+19.31 for the Northwest corner hereof;

**THENCE**, N 69°38'00" E, 486.65 feet to the Place of **BEGINNING** and containing 0.059 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

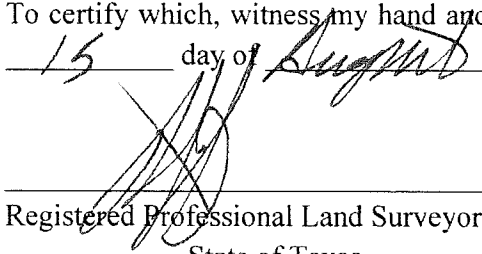
STATE OF TEXAS

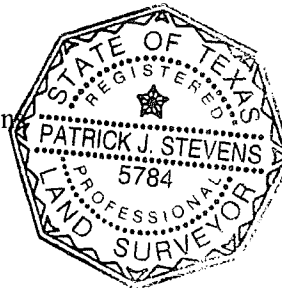
KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of August, 2016, A.D.

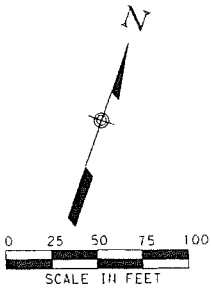
  
\_\_\_\_\_  
Patrick J. Stevens  
Registered Professional Land Surveyor, No. 5784  
State of Texas



Project No. 22009-4

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 4.docx

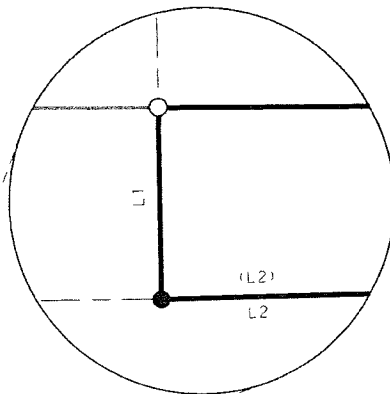
PLAT TO ACCOMPANY PARCEL DESCRIPTION



11.00 AC  
KIMBERLEY NAPUA  
HEFLIN TREASTER &  
VALERIE LEHUA  
HEFLIN KRAMER  
2013114259

2.20 AC  
CARL WADE GATTIS, JR.  
942/227

18.980 AC  
RICHARD MUTAI & IRENE MUTAI,  
HUSBAND & WIFE  
2006015326



J. ROBERTSON  
ABSTRACT NO. 1-1

POINT OF BEGINNING  
STA. 32+05.94  
O/S 73.80 LT  
SURFACE COORDINATES  
N 101898.49.39  
E 3140936.68

GEORGETOWN  
UTILITY  
EASEMENT  
2010049615

STA. 27+19.31  
O/S 77.60 LT

N 69°38'00" E 308.07

N 69°38'00" E 486.65'

PROPOSED ROW

N 69°17'30" E 308.05

L2 (L2)

CR111 / WESTINGHOUSE RD.

2,550 SF  
0.059 AC

(S 17°46'52" E 318.06')  
(N 18°13' W 317.52') N 20°35'30" W 318.02'

(L3)  
L3

60 ACRES  
DANNY HULLUM FAMILY LAND TRUST  
9707226 & 9816900

60 ACRES  
DONNA GAWARECKI FAMILY  
LAND TRUST  
9707225 & 9816901

J. ROBERTSON  
ABSTRACT NO. 1-1

PAGE 1 OF 2

STEGER BIZZELL

1978 S. AUSTIN AVENUE  
512.930.0412  
GEORGETOWN, TX 78626  
STEGERBIZZELL.COM  
ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

RICHARD AND IRENE MUTAI

SCALE:  
1"=100'

PARCEL:  
4

PROJECT:  
CR 111

COUNTY:  
WILLIAMSON



# LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	N 21°10'15" W	10.48'
L2	S 68°23'45" W	486.61'
(L2)	S 71°09'12" W	486.40'
L3	N 68°28'15" E	124.87'
(L3)	S 71°09'00" W	105.38'

## NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):

1. TEXAS POWER & LIGHT COMPANY, VOL. 664, PG. 166
2. TEXAS POWER & LIGHT COMPANY, VOL. 741, PG. 247

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

PATRICK J. STEVENS  
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784  
STATE OF TEXAS



PAGE 2 OF 2

STEEGER BIZZELL

ADDRESS	1978 E. AUSTIN AVENUE	GEORGETOWN, TX 78626
PHONE	512.930.9412	FAX 512.930.9412
WEBSITE	WWW.STEEGERBIZZELL.COM	
SERVICES	ENGINEERS	PLANNERS
	SURVEYORS	

PARCEL PLAT SHOWING PROPERTY OF:

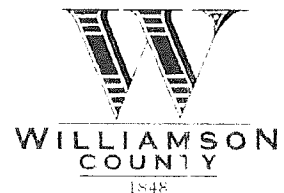
RICHARD AND IRENE MUTAI

SCALE:  
1"=100'

PARCEL:  
4

PROJECT:  
CR 111

COUNTY:  
WILLIAMSON



# EXHIBIT "B"

Parcel 4

## DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS

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§  
§

COUNTY OF WILLIAMSON

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

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That RICHARD MUTAI and IRENE MUTAI, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.059 acre (approximately 2,550 Sq. Ft.) tract of land in the J. Robertson Survey, Abstract No. 545, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein  
**(Parcel 4)**

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 111/Westinghouse Road, but shall not be used or exported from the Property for any other purpose.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the 30 day of January, 2017.

*[signature page follows]*



GRANTOR:

  
\_\_\_\_\_  
Richard Mutai

**ACKNOWLEDGMENT**

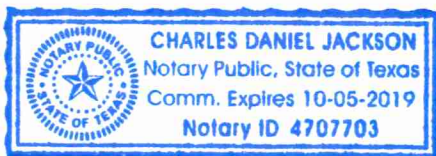
STATE OF TEXAS

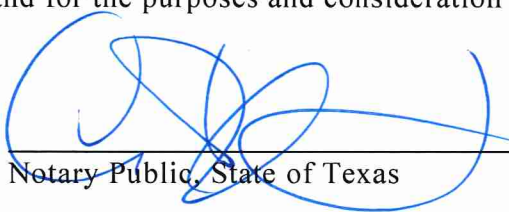
COUNTY OF

Williamson

§  
§  
§

This instrument was acknowledged before me on this the 30 day of January, 2017 by Richard Mutai, in the capacity and for the purposes and consideration recited therein.



  
\_\_\_\_\_  
Notary Public, State of Texas

**GRANTOR:**

Irene Mutai  
Irene Mutai

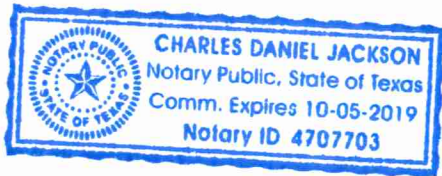
**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF Williamson

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§  
§

This instrument was acknowledged before me on this the 30 day of January, 2017 by Irene Mutai, in the capacity and for the purposes and consideration recited therein.



[Signature]  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session****21.****Meeting Date:** 02/07/2017

Supplemental Agreement

**Submitted For:** Randy Bell**Submitted By:** Randy Bell, Parks**Department:** Parks**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on Supplemental Agreement No. 1 to the Agreement for Landscape Architectural Phase II Services between Williamson County and Design Workshop, Inc. for the performance of additional landscape architectural services in relation to the River Ranch County Park.

**Background**

Additional Services of \$9,020.00 associated with the development of main water line, connecting trail, and landscape plans being coordinated with road project consultants on the park entrance road project extending from Bagdad Road into the park.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Additional Services](#)

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Randy Bell

Final Approval Date: 02/03/2017

**Reviewed By**

Hal Hawes

Wendy Coco

**Date**

02/02/2017 11:07 AM

02/03/2017 02:10 PM

Started On: 02/02/2017 10:03 AM

**SUPPLEMENTAL AGREEMENT NO. 1**  
**TO**  
**AGREEMENT FOR**  
**LANDSCAPE ARCHITECTURAL**  
**PHASE II SERVICES**

**WILLIAMSON COUNTY RIVER RANCH COUNTY PARK PROJECT**  
**("Project")**

This Supplemental Agreement No. 1 to Agreement for Landscape Architectural Phase II Services ("Supplemental Agreement No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Design Workshop, Inc. (the "LA").

**RECITALS**

**WHEREAS**, County intends to improve the Williamson County River Ranch County Park, hereinafter called the "Project;"

**WHEREAS**, County and LA previously executed an Agreement for Landscape Architectural Services dated effective July 16, 2015 (the "Phase I Services Agreement"); and under the Phase I Services Agreement, LA performed and has completed Programming and Master Plan refinement, and Schematic Design services (collectively referred to as "Phase I Services");

**WHEREAS**, County and LA thereafter executed Agreement for Landscape Architectural Phase II Services, being dated effective August 3, 2016, (the "Phase II Services Agreement") whereby LA agreed to provide Design Development Services, Construction Document Services, Bidding or Negotiation Services and Construction Observation Services, Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services for the Project (collectively referred to herein as "Phase II Services");

**WHEREAS**, the development of a trail, main water line supply and landscape plans that are being coordinated with LAN/HNTB in relation to a separate but related project known as the Bagdad Roadway project have caused the need for LA to perform services that are outside of the LA's Phase II Services, as described in the Phase II Services Agreement;

**WHEREAS**, pursuant to Article 4 of the Phase II Services Agreement, the County and/or LA may request Additional Services of the LA and the LA shall not proceed to provide Additional Services until the LA receives the County's written authorization;

**WHEREAS**, this Supplemental Agreement No. 1 provides a description of the scope of Additional Services that have become necessary, as well as the Additional Services compensation for LA's Additional Services;

**WHEREAS**, this Supplemental Agreement No. 1 shall serve as a written agreement and

authorization for LA to proceed with the Additional Services described herein; and

**WHEREAS**, it has become necessary to supplement, modify and amend the Phase II Services Agreement in accordance with terms and conditions thereof.

## **AGREEMENT**

**NOW, THEREFORE**, premises considered, the County and the LA agree that the Phase II Services Agreement is supplemented, amended and modified as follows:

### **I. Scope of Additional Services**

LA hereby agrees to provide the following additional services (the "Additional Services"):

Additional Services associated with the development of a trail, main water line supply and landscape plans that are being coordinated with LAN/HNTB as part of an adjacent and related project known as the Bagdad Roadway project, which is adjacent to the entry road into the Williamson County River Ranch Park. These Additional Services have caused a change in management, quality review and general coordination assumptions for the LA's design team.

Deliverables:

- Development of stand-alone 50, 90 and 100% drawing sets.
- Development of a stand-alone quantity sheet.

Meetings:

- Coordination with an outside consultant on files, backgrounds and updates.
- Team meetings with LAN.
- Added internal QA/QC time for 50, 90 and 100% milestones.
- Internal project management time for staffing needs.

### **II. Additional Services Fee**

In accordance with Article 11 of the Phase II Services Agreement, LA will provide the Additional Services described herein for the additional lump sum fee of **\$9,020.00**.

### **III. Schedule**

LA will perform the Additional Services while providing the Phase II Services and the parties will mutually agree to a minor adjustment of the LA's schedule, as necessary.

### **IV. Terms of Agreement Control and Extent of Supplemental Agreement No. 1**

All Additional Services described herein will be performed in accordance with the

terms and conditions of the Phase II Services Agreement. All other terms of the Phase II Services Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

- V. **IN WITNESS WHEREOF, the County and the LA have executed this Supplemental Agreement No. 1, in duplicate, to be effective as of the date of the last party's execution below.**

**LA:**

**Design Workshop, Inc.**

By: 

Printed Name: Claire Hempel

Title: principal

Date: 2/1, 2017.

**COUNTY:**

**Williamson County, Texas**

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

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



**Commissioners Court - Regular Session****22.****Meeting Date:** 02/07/2017

CTRMA

**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 filling the expiring term of Robert L. Bennett, Jr. on the Central Texas Regional Mobility Authority (CTRMA) Board of Directors with Amy Ellsworth who will serve a two-year term beginning on February 1st, 2017 and ending on January 31st, 2019.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**AmyE

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 02/02/2017

**Reviewed By**

Wendy Coco

**Date**

02/02/2017 11:20 AM

Started On: 02/02/2017 10:43 AM



## Amy Ellsworth

Amy Ellsworth joined Community Impact Newspaper as General Manager of its Round Rock, Pflugerville, Hutto edition in January 2013. In this role she is responsible for carrying out the company's mission of building communities of informed citizens and thriving businesses through the collaboration of a passionate team.

Prior to joining Community Impact Newspaper, she worked as chief of staff for a member of the Texas Legislature during her tenure on the House Transportation Committee. Her experience also includes time on Capitol Hill as a staffer for the chair of the Senate Committee on Homeland Security and Governmental Affairs, the interim House Committee on Homeland Security, and a Central Texas member of Congress.

Ellsworth currently serves as chair of the Round Rock Chamber Board, is a past chair of the Hutto Area Chamber of Commerce Board of Directors, and is a past member of the Hope Alliance Board of Directors.

**Commissioners Court - Regular Session****23.****Meeting Date:** 02/07/2017

CTRMA

**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 filling the expiring term of Jim Mills on the Central Texas Regional Mobility Authority (CTRMA) Board of Directors with John Miri who will serve a two-year term beginning on February 1st, 2017 and ending on January 31st, 2019.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Joh Miri Bio

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**Form Review****Inbox**

County Judge Exec Asst.

Commissioner Pct. 2 (Originator)

Form Started By: Kathy Pierce

Final Approval Date: 02/01/2017

**Reviewed By**

Wendy Coco

Kathy Pierce

**Date**

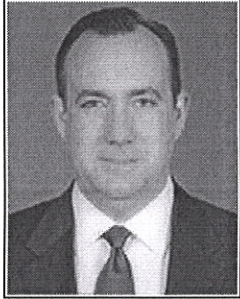
02/01/2017 10:23 AM

02/01/2017 10:43 AM

Started On: 01/31/2017 02:17 PM

## John Miri

Chief Administrative Officer



John Miri oversees information technology, safety, employee services, support services, cybersecurity, enterprise risk management, North American Electric Reliability Corporation (NERC) compliance and natural resource management. Prior to joining LCRA, John was chief executive officer of Bluewater Technology Services, a strategic consulting company. He has served on the Texas Online Authority's Board of Directors and in several senior executive positions for the Texas Department of Information Resources. John built Texas' first integrated network and security operations center and co-authored the first statewide cybersecurity strategic plan. Early in his career, John was chief architect of a number of innovative software products and was awarded a patent for an energy risk software system that was successfully deployed to the Electric Reliability Council of Texas, Williams, Dynegy, ConocoPhillips and others. John graduated from Harvard University with a degree in physics. He also graduated from the Governor's Executive Development Program at the LBJ School of Public Affairs.

**Commissioners Court - Regular Session****24.****Meeting Date:** 02/07/2017

Signage

**Submitted For:** Robert Chody**Submitted By:** Roy Fikac, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action approving the installation of a sign on the exterior of the Williamson County Sheriff Office which identifies the facility located at 508 S. Rock Street, Georgetown, Texas as being the location of the Williamson County Sheriff's Office.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Star Badge Sign

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Roy Fikac

Final Approval Date: 02/02/2017

**Reviewed By**

Wendy Coco

**Date**

02/02/2017 08:28 AM

Started On: 02/01/2017 05:46 PM



**Commissioners Court - Regular Session****25.****Meeting Date:** 02/07/2017

WCCHD

**Submitted By:** Rebecca Clemons, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss the existing structure and organization of the Williamson County and Cities Health District, as well consider and deliberate possibly transitioning from a Public Health District to a Local Health Department to be operated as a Williamson County department.

**Background**

This item is to discuss the current structure of the WCCHD and possible changes in the future with regard to participating entities, County oversight and involvement, organizational structure, etc.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 02/02/2017

**Reviewed By**

Wendy Coco

**Date**

02/02/2017 08:28 AM

Started On: 02/01/2017 01:45 PM

**Commissioners Court - Regular Session****26.****Meeting Date:** 02/07/2017

Chain operated door repairs and replacement parts for the Jail facility

**Submitted By:** Teri Jeffries, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action to approve the expenditures to repair and replace parts for one of the three security Asta Rolling chain operated doors at the Jail facility. Services to be completed by The Door Company for a total of \$6,400.00

**Background**

Two of the three rolling doors at the Jail facility failed and were in need of repairs. The doors are over 15 years old and some parts cannot be repaired and will need to be replaced. Facilities was able to have one of the doors serviced for \$317.00, and it is currently functioning again; therefore, reducing the original contract amount that was to repair 2 doors. This quote is the best pricing and value, that was obtained by the department, to make the needed repairs and services to the remaining inoperable door for a total of \$6,400.00.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Quote from NJC. The Door CoService Agreement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Teri Jeffries

Final Approval Date: 01/30/2017

**Reviewed By**

Wendy Coco

**Date**

01/30/2017 10:23 AM

Started On: 01/26/2017 07:26 AM

**NJC, LLC dba The Door Co.**

5840 RR 2338 Suite A  
Georgetown, TX 78633

# QUOTATION

Quote Number: 2015-1708

Quote Date: Jan 18, 2017

Page: 1

Voice: (512) 863-0007  
Fax: (512) 868-0660

**Quoted To:**

WILLIAMSON CO. FACILITIES  
3101 S.E. Innerloop  
staylor@wilco.org / 943-1599  
Georgetown, TX 78626

Williamson County Jail  
Randy 512-943-1470  
Georgetown, TX

Customer ID	Good Thru	Payment Terms	Sales Rep
2-Williamson County	2/17/17	Net 30 Days	Thomison, Daniel

Quantity	Item	Description	Unit Price	Amount
1.00	09PS-9990	11' 6 1/2"x 11' Asta Rolling Grill, Chain Operated *price includes labor, and materials to install door *price excludes preparation of opening, miscellaneous iron work, wire, conduit, or wiring of electrical devices	6,400.00	6,400.00

Subtotal	6,400.00
Sales Tax	
Freight	
<b>TOTAL</b>	<b>6,400.00</b>



THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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**SERVICES CONTRACT**  
**(Chain Operated Doors)**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and NJC, LLC dba The Door Co., (hereinafter "Service Provider"), with principal offices in Little River, TX 76554. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational goods and services pursuant to the following terms, conditions, and restrictions:

**I.**

**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 agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. 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. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement 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.

III.

**No Assignment:** Service Provider may not assign this contract.

IV.

**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.

V.

**Consideration and Compensation:** Service Provider will be compensated based on the attached **Proposal dated January 18, 2017**, which is attached and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is** ~~\$12,800.00~~ **\$16,400.00**, unless amended by a change order and 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.

## VI.

**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 or she is not an employee of The County.

## VII.

**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 (including premises, completed operations and contractual)	\$ 500,000	\$ 500,000
Aggregate policy limits:		\$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors

worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

#### VIII.

**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:

- 1) This contract;
- 2) Proposal dated January 18, 2017; and
- 3) Any required insurance certificates for this project.

#### IX.

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this agreement.

#### X.

**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.

#### XI.

**Termination:** This agreement 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. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

**XII.**

**Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

**XIII.**

**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.

**XIV.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

**XI.**

**Severability:** In case any one or more of the provisions contained in this agreement 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 agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XVI.**

**Right to Audit:** Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

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 the signatures of all parties in duplicate originals this the \_\_\_\_ day of \_\_\_\_\_, 2017.

WILLIAMSON COUNTY:

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

SERVICE PROVIDER:

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



**NJC, LLC dba The Door Co.**

5840 RR 2338 Suite A  
Georgetown, TX 78633

**QUOTATION**

Quote Number: 2015-1708  
Quote Date: Jan 18, 2017  
Page: 1

Voice: (512) 863-0007  
Fax: (512) 868-0660

**Quoted To:**

WILLIAMSON CO. FACILITIES  
3101 S.E. Innerloop  
staylor@wilco.org / 943-1599  
Georgetown, TX 78626

Williamson County Jail  
Randy 512-943-1470  
Georgetown, TX

Customer ID	Good Thru	Payment Terms	Sales Rep
2-Williamson County	2/17/17	Net 30 Days	Thomison, Daniel

Quantity	Item	Description	Unit Price	Amount
1.00	09PS-9990	11' 6 1/2"x 11' Asta Rolling Grill, Chain Operated *price includes labor, and materials to install door *price excludes preparation of opening, miscellaneous iron work, wire, conduit, or wiring of electrical devices	6,400.00	6,400.00
Subtotal				6,400.00
Sales Tax				
Freight				
<b>TOTAL</b>				<b>6,400.00</b>

# 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

Certificate Number:  
2017-159162

Date Filed:  
01/27/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

NJC, LLC dba The Door Company  
Georgetown, TX United States

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.

111181

Commercial Overhead Door

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Coco, Nathaniel	Georgetown, TX United States	X	

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.



*[Signature]*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nathaniel Coco, this the 27 day of Jan, 2017, to certify which, witness my hand and seal of office.

*[Signature]*

Signature of officer administering oath

Athena Hawes

Printed name of officer administering oath

Title of officer administering oath





Max Bricka, CPSM  
PURCHASING AGENT /PURCHASING DIRECTOR

### Certificate of Interested Parties (Form 1295)

(Revised 8/17/2016)

IFB#, RFP#, RFQ# or Contract/agreement#: 111181

Service description/contract Name: Nathaniel Coco or Daniel Thomson

Vendor Name: NJC, LLC DBA The Door Company

Your contract is being recommended to the Williamson County Commissioners Court for approval as a future agenda item.

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Texas Government Code. In accordance with this law, Williamson County may not enter into a contract with a business entity that requires the approval of the Commissioners Court until that business entity files a **Certificate of Interested Parties Form 1295** with the Texas Ethics Commission through the Texas Ethics Commission's online reporting and then files the completed, signed, and notarized Form 1295 with the Williamson County Purchasing Agent.

**The majority of awarded contracts with Williamson County require approval by the Commissioners Court.**

Each business entity must complete the Form 1295 electronically through the Texas Ethics Commission website **as handwritten forms are not permitted**. Accordingly, **a new filing must be completed for each awarded contract (new, amended, extended or renewed)** requiring Commissioners' Court approval.

The Texas Ethics Commission website is [www.ethics.state.tx.us](http://www.ethics.state.tx.us) . Form 1295 can be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) .

**Commissioners Court - Regular Session****27.****Meeting Date:** 02/07/2017

Approving Agreement for Team Building Sessions

**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 approving the new Agreement for team building sessions for the Williamson County leadership staff within EMS, with Jaloway Leadership Consulting, LLC, that shall not exceed \$3000.00.

**Background**

This was requested by Mike Knipstein, Director of EMS; this is for two (2), eight (8) hour team building seminars. Legal and Audit have provided their approval for this Agreement.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**1 - Agreement2 - Form 1295

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 01/30/2017

**Reviewed By**

Wendy Coco

**Date**

01/30/2017 10:23 AM

Started On: 01/30/2017 07:50 AM

Jaloway Leadership Consulting LLC  
Kristian Jaloway  
3010 French Place  
Austin, TX 78722

Voice: 512 993 9231  
Email: Kristian@jalowayleadership.com  
Website: [www.jalowayleadership.com](http://www.jalowayleadership.com)

### **Consulting Agreement and Informed Consent**

**Client Name:** Williamson County EMS

Welcome to Jaloway Leadership Consulting, a professional Consulting and Coaching company. This document constitutes a contract between us (the "Agreement"). It provides some basic information about Consulting and Coaching. Please read and sign at the bottom to indicate that you have reviewed this information. If you have any questions or concerns, please raise them with me before signing.

**Services:** I appreciate the trust of Williamson County EMS (hereafter referred to as "the Client") and the opportunity to serve it as a Consultant. There are several things I want the Client to know before we start. I will make every effort to work with you in ways that will be helpful, but I cannot guarantee the outcome, as there are many variables at play. I will do my best to help the Client achieve their goals. I welcome your questions about my background and training and how I work as a Consultant/Coach.

The services I provide include Leadership Consulting and Coaching on topics decided jointly with you, the Client. The purpose of Consulting and Coaching is to develop and implement strategies to help the Client reach the identified goals of enhanced leadership growth, communication and accountability. Coaching may also address a wide variety of goals including specific projects, vision and mission, management styles, job performance and satisfaction, or general conditions for the Client's leadership and employees.

Consulting/Coaching Relationships take many forms. After the initial leadership seminars on team building that the Client has asked for, sessions of various lengths may occur at various intervals. The goals the Client brings to the relationship may evolve and change. Thus, beyond the established training requested in 2017, it is not wise or meaningful to make blanket statements predicting the length of a Coaching relationship.

**Free Initial Interview and Follow Up:** Leadership consulting/coaching is not a one-size-fits-all experience. In my practice, I usually schedule a one-hour free initial interview during which the Client and I will have a chance to get acquainted. After that conversation we will both be better informed and better prepared to decide if we want to move forward and work together. After the scheduled team building seminars, I will provide a written report with detailed results of the seminars and assessments of each team and my suggestions for

moving forward. I also provide free phone calls for the following three months to help with implementation issues so as to ensure the Client can put into practice any necessary changes.

**Payment Procedure:** Consulting and coaching fees are described below.

**Consulting Service Fee Schedule**

**Daylong Team Building Sessions:** \$1500 per day.

**Personal Coaching Sessions:** \$150 an hour for individual coaching if requested, with e-mails and short calls in between as needed. This is also the price for phone calls past the 3-month post-training period.

**Group Coaching Sessions:** \$300 an hour for group coaching and consulting if requested, with e-mails and short calls in between as needed.

All other expenses such as travel expenses, including mileage and meals, as well as printed materials necessary for the seminars, are included in the consulting fee. The Client should provide writing instruments for the participants as well as a computer and projector if desired, as it is not necessary but can be helpful.

The Client has requested two eight-hour days of team building seminars; this Contract shall not exceed \$3000.00. If it is deemed that the services will exceed this amount, written notification will be sent to both parties. A change order will be approved and signed by both parties, and approved in Commissioners Court before the services can continue.

Services may be paid for by check or bank transfer to Jaloway Leadership Consulting, LLC. Changes in these procedures must be mutually agreed upon in writing.

**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 date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Williamson 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 Williamson 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.

**Right to Audit:**

Company agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Company which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Company agrees that Williamson County shall have access during normal working hours to all necessary Company facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Company reasonable advance notice of intended audits.

**Feedback:** If, at any time, the Client feels that their needs are not being met or is not getting what it wants out of the Consulting/Coaching arrangement, please tell me, so we can discuss your needs and adjust the program, as needed. We will continue to work on the goals that the Client defines unless you want to stop, which we will do whenever you ask.

**Session Time:** Sessions are scheduled at mutually convenient times. The initial leadership training will be scheduled to occur before summer 2017 at mutually convenient times. For coaching sessions, the day and time for the next session will be scheduled at the close of each Coaching session.

**Cancellations:** Please remember you must give me 24 hours prior notice if you need to cancel or change the time of an appointment, otherwise you'll be charged for the session in full. I make reasonable efforts to reschedule sessions, which are canceled in a timely manner.

**Nature of Relationship:** The Client understands that the Consulting/Coaching relationship is not psychotherapy, psychological counseling, or any type therapy. Consulting/Coaching is not a substitute for those services. In the event the Client feels the need for professional counseling or therapy, it is the responsibility of the Client to seek a licensed professional who can provide these services. If the Coach believes that such service will be valuable to the Client, the Coach will recommend them.

Coaching and psychotherapy use knowledge of human behavior, motivation, behavior change, and human communication and interaction. But the two differ significantly in the goals, focus, and level of professional responsibility.

Psychotherapy is a health care service intended to identify, diagnose, and treat nervous and mental disorders and conditions. The goals include reducing symptoms, changing dysfunctional behaviors, and helping patients to cope with their psychological problems. Psychotherapy patients are often emotionally

vulnerable and the therapy relationship is one of marked power differential. The focus of therapy often involves very intimate personal information and past life experiences of patients. Building trust is often difficult for people wounded earlier in their lives. Therefore therapists have a fiduciary responsibility to protect the safety of their psychotherapy patients.

The goals of Coaching are developing and optimizing the Client's knowledge, ability, and skill. Coaching assumes the Coaching Client's potential and assumes that the Coaching Client does not suffer from nervous or mental disorders or conditions which impair the ability to make progress in work or life goals which are the specific focus of the Coaching relationship. The focuses of Coaching are goal development, plan-formation, plan implementation, and growth. Coaching is a collaborative relationship designed to minimize power differential.

Coaching and Psychotherapy are different and sometimes incompatible activities and relationships. Because of those likely conflicts, it is not ethical for one person to provide both services to the same person. If we begin a Coaching relationship I will never then become your Therapist.

The Client sets the agenda for all Consulting and Coaching, and success depends on the Client's willingness to define issues clearly, take risks, and try new approaches. The Client can expect me to be honest and direct, asking straightforward questions, and using challenging techniques to help move forward. The Client is expected to evaluate its own progress, and if the Consulting/Coaching isn't working as it wishes, it should immediately inform me so we can both take steps to correct the problem. Like any human endeavor, Consulting/Coaching may involve distressing feelings and frustration, which accompany the process of change. Consulting/Coaching does not offer any guarantee of success.

Consulting/Coaching is a professional relationship. At times this may feel like a close personal relationship, but it is not one that can extend beyond professional boundaries, either during or after our work together. Considerable experience shows that when those professional Consulting/Coaching boundaries are crossed, the hard-won benefits gained from the relationship are endangered.

**Termination:** The Client may terminate the relationship at anytime. Notification of termination must be in writing, by email or postal delivery. Like the Client, I may terminate the relationship at any time. If I choose to terminate, an explanation will be provided to you and any unused payments will be promptly refunded.

**Nondisclosure:** As a Consultant, I recognize that the Client may have future plans, business affairs, customer lists, financial information, job information, goals, personal information, and other private information. I will not at any time,

either directly or indirectly, voluntarily use any information for my own benefit, or disclose, or communicate this information to a third party.

**Confidentiality:** As Consultant, I will not voluntarily divulge that the Client and I are in a Consulting/Coaching relationship without the expressed written permission of the Client. I will do all in my power to keep confidential all communication between the Client and me. The Client understands that communication by email may not be secure and that archives of E-mail communication may be subject to electronic interception or may be kept by third parties (such as ISPs) and subject to court orders. The Client understands that there are exceptions to Coach-Client confidentiality that may include responding to Court Orders. In the event of the discovery of child abuse, elder abuse, abuse of a vulnerable adult, or the Client's intent to cause harm to himself/herself or others, the Coach will take all reasonable and appropriate actions which may include breaching confidentiality.

**Third Parties:** If the consulting/coaching fees are paid by some third party, the coaching relationship remains confidential between the coach and the client unless very specific exceptions are freely agreed to by the client. In such cases it is critical that the client acts entirely of his or her own accord in releasing information and that the client has carefully considered and understood the implications of releasing information of a third party.

**Group Sessions:** Some sessions may be conducted in groups, including teleconference groups. If you are involved in such groups, you agree to maintain the confidentiality of all information communicated to you by other Coaching Clients and by your Coach. We also understand that progress is often enhanced when Clients discuss their Coaching relationships with trusted colleagues and friends. You can have these discussions, but you are expected to be very careful not to share any information, which would allow others in the group to be identified. One way to decide how and what to discuss is to think about how you would feel if someone else in the group was discussing you.

**Dispute Resolution:** Any disagreement arising from the terms of this agreement will be submitted to mediation, to occur via telephone. The parties agree to be bound by the decision of a mutually agreed upon mediator whose fees will be split equally between the parties. The parties agree to use mediation for dispute resolution prior to any formal legal action being taken on this Contract.

**Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

**Intellectual Property:** All of the printed materials are under copy right laws and may not be reproduced either in part or in whole by any means at all without express written permission from Jaloway Leadership Consulting LLC. The ideas that are expressed and communicated are property of the Client to be utilized as it feels best.

Your signature(s) below indicates that you have read the information in this document ("Consulting Agreement and Informed Consent) and agree to abide by its terms during professional Consulting/Coaching.

The initial period of this agreement is \_\_\_\_\_ months and is subject to extension or discontinuation at the end of that period.

The Client \_\_\_\_\_

Date \_\_\_\_\_

The Consultant Kristin Jaloway

Date 1/20/17

Third Party Payer \_\_\_\_\_

Date \_\_\_\_\_

**Jaloway Leadership Consulting, LLC**

**Revised: January 18<sup>th</sup>, 2017**



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**

Certificate Number:  
2017-158009

Date Filed:  
01/24/2017

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Jaloway Leadership Consulting LLC  
Austin, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Williamson County EMS

**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.**

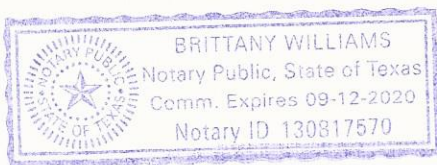
0001  
Leadership Training Seminars

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**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.



Kristian Jaloway  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kristian R. Jaloway, this the 27 day of January, 20 17, to certify which, witness my hand and seal of office.

Brittany Williams  
Signature of officer administering oath

Brittany Williams  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

**Commissioners Court - Regular Session****28.****Meeting Date:** 02/07/2017

Exempting Nemo Q as a Sole Source

**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 exempting Nemo Q from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, as the sole source provider of our warranty and maintenance on existing hardware and software for the customer queuing that includes Wait Anywhere/Call Ahead feature.

**Background**

Requested by Larry Gaddes, Williamson County Tax Assessor; Nemo Q, the owner and manufacturer, is the sole source provider of this hardware and software. This renewal will be for thirty-six (36) months.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**1 - Justification Packet

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 01/30/2017

**Reviewed By**

Wendy Coco

**Date**

01/30/2017 10:23 AM

Started On: 01/30/2017 07:54 AM

Purchasing Department

01/31/17

Williamson County Commissioners Court

Re: Sole Source recommendation for Nemo-Q Customer Queuing

Dear County Judge and Commissioners,

Recently the Williamson County Tax Office made a request for qualifying the **sole source purchase of Warranty and Maintenance on existing hardware and software for the customer queuing that includes Wait/Anywhere/Call Ahead Feature. These services are supplied only by Nemo-Q Queuing Systems the owner, and the only provider of this product and service.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

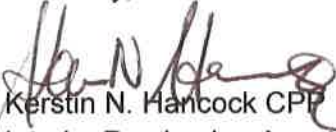
The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with one (0) response received from another competitor.
- A signed Sole Source Justification Request from Larry Gaddes, Tax Assessor/Collector
- A signed letter of justification from the supplier, establishing why their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Larry Gaddes, Tax Assessor/Collector
- A price quote of requested items / services

**The term of this Sole Source exemption will be effective for 36 months from the date of approval.**

If you have any questions or concerns, please contact me at any time.

Sincerely,



Kerstin N. Hancock CPP  
Interim Purchasing Agent

Welcome [sydney.richardson@wilco.org](mailto:sydney.richardson@wilco.org) | [Logout](#)Need assistance?  
**Contact us**  
or call 800-997-9339[Home](#)[Search](#)[Source](#)[Tools](#)
[Schedule](#)
[Task](#)
[Note](#)
[Vendor view of bid](#)[Chat](#) | [Description](#)

Bid #SOS-1706 - Intent To Deem Nemo-Q As The Sole Source For Their Customer Queuing System

<b>Time Left</b>	closed	<b># of offers</b>	0
<b>Bid Started</b>	Jan 4, 2017 8:47:29 AM CST	<b>Notifications</b>	<a href="#">Report</a> <a href="#">(Bidder Activity)</a>
<b>Bid Ended</b>	This bid closed on Jan 18, 2017 3:00:00 PM CST	<b># of suppliers viewed</b>	22 <a href="#">(View)</a>
<b>Agency Information</b>	Williamson County, Texas, TX <a href="#">(view agency's bids)</a>	<b>Q &amp; A</b>	<a href="#">Questions &amp; Answers</a> Questions: 1
<b>Department</b>	Purchasing <a href="#">(view department's bids)</a>		
<b>Bid Classifications</b>	<a href="#">Classification Codes</a>		
<b>Bid Regions</b>	<a href="#">Regions</a>		
<b>Bid Contact</b>	<a href="#">see contact information</a>		
<b>Delivery Location</b>	One or more of the following locations  Williamson County, Texas <a href="#">No Location Specified</a>		
	Qty 1		
	Expected Expenditure n/a		
<b>View Rules</b>	Click here to <a href="#">change</a> the rules for this bid.		
<b>Best and Final Offer:</b>	<a href="#">Create</a>		

**Approval**

**View Approval Flow** [View Approval Flow](#)

**Approval Status** Approved

**Description**

<b>Bid Number</b>	SOS-1706
<b>Title</b>	Please attach any supporting documentation to this line.
<b>Contract Duration</b>	3 years
<b>Contract Renewal</b>	1 annual renewal
<b>Prices Good for</b>	30 days
<b>Budgeted Amount</b>	\$0.00 <a href="#">(change)</a>
<b>Bid Comments</b>	Williamson County, Texas intends to award a sole-source contract with Nemo-Q, Inc. for the following item(s): warranty and maintenance on existing hardware and software for customer queuing that includes <i>Wait Anywhere/Call Ahead</i> feature.  <b>THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.</b> Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow.  If no affirmative responses are received by 03:00 PM on Wednesday, January 18, 2017, showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.
<b>Description</b>	Please attach any supporting documentation to this line.

**Documents**[Select All](#) | [Select None](#) | [Download Selected](#)
☐ 1. [Conflict of Interest Form - Local Gov](#) [\[download\]](#)

= Included in Bid Packet
 = Excluded from Bid Packet

[Product Feedback](#)

January 23, 2017



Larry Gaddes PCAC, CTA  
Tax Assessor/Collector

To Whom It May Concern,

I am recommending and request that Nemo-Q be given Sole Source status for the purpose of providing hardware and software maintenance on the product that we purchased from them several years ago.

Regards,

A handwritten signature in black ink, appearing to read 'L. Gaddes', is written over the printed name.

Larry Gaddes PCAC, CTA  
Williamson County Tax Assessor/Collector

LG; jak

Main Office and Mailing Address:

904 South Main Street  
Georgetown, Texas 78626  
Motor Vehicle Telephone: 512.943.1602  
Property Tax Telephone: 512.943.1603  
[www.wilco.org/tax](http://www.wilco.org/tax)

Annex Locations:

1801 E. Old Settler's Blvd., Ste 115	350 Discovery Blvd., Ste. 101	412 Vance St., Ste. 1
Round Rock, Texas 78664	Cedar Park, Texas 78613	Taylor, Texas 76574
Telephone: 512.244.8644	Telephone: 512.260.4290	Telephone: 512.352.4140



Williamson County Purchasing Department  
901 South Austin Ave.  
Georgetown, Texas 78626  
(512) 943-3553  
[www.wilco.org/purchasing](http://www.wilco.org/purchasing)  
[purchase@wilco.org](mailto:purchase@wilco.org)

## Sole Source Justification Request

### This request is for a:

**Sole Source Item** (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all sole source justifications must be approved in Commissioners Court.

**Required Documentation that must accompany this request before this purchase can be considered** (any missing documentation will result in delays). *Check all included documents:*

- ☒ This request form completed and signed
- ☒ A written quote from the supplier, listing the goods, services and pricing
- ☒ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item
- ☒ Notarized Sole source affidavit completed by the supplier
- ☒ Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Larry Gaddes, Williamson County Tax Assessor/Collector

Requestor Title: Tax Assessor/Collector

Requestor Phone Number: 512-943-1954

Requested Sole Source Supplier:

Company Name: Nemo-Q

Contact Name: Michael Bruner

Address P O Box 6090

City: McKinney

State: TX

Zip Code: 75071

Phone Number: 972-347-1766

Email Address: mbruner@nemo-q.com

Website: www.nemo-q.com

Is the recommended supplier the manufacturer? ☒ Yes ☐ No

Does the manufacturer sell the item(s) through distributors? ☐ Yes ☒ No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

Request is to sole source the Nemo-Q company for warranty and maintenance contracts of existing hardware and software for a queuing product that we purchased from them and installed in all four of our offices. This includes the Wait Anywhere/Call ahead feature.

**Schedule:** *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".*

Initial product has been delivered and in use. This is for the warranty and maintenance of proprietary hardware and software.

Estimated Cost: \_\_\_\_\_

**SOLE SOURCE RATIONALE**

**Complete the following checklist:**

**The requested supplier is the only source of required item(s) or service(s) because:**

*Check all that apply:*

- ☒ The required item or service is proprietary to the supplier
- ☐ The recommended supplier holds the patent on the requested item(s)
- ☒ The recommended supplier is the only supplier capable of performing the requested service
- ☐ A specific item is needed
- ☐ To be compatible or interchangeable with existing hardware
- ☐ As a spare or replacement hardware
- ☐ For the repair or modification of existing hardware
- ☐ For technical evaluation or testing
- ☐ Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

- ☐ There is a substantial risk in selecting another product or service provider.

If so, please describe:

- ☒ It is not possible to obtain competitive bids for consideration.

If so, why:

The products that is being serviced by the contracts is proprietary.

☒ Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

The product is proprietary to Nemo-Q.

☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process:

☐ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

#### ACKNOWLEDGEMENT

☒ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☒ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: 12/15/2016

Signature: Larry Gaddes

*\* By typing your name, this is equivalent to a legal signature*

**NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.**





Williamson County Purchasing Department  
901 South Austin Avenue  
Georgetown, Texas 78626  
(512) 943-3553  
[www.wilco.org/purchasing](http://www.wilco.org/purchasing)  
[purchase@wilco.org](mailto:purchase@wilco.org)

## NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS  
COUNTY OF WILLIAMSON

### KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Michael Berg, who after being duly sworn on oath stated the following:

My name is Michael Berg. My title is President.

I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

#### Sole-source items include:

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

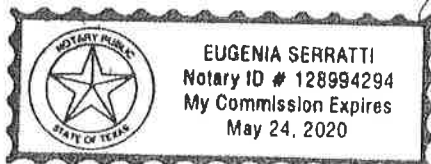
I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: NEMO-Q Queuing Systems. I am the sole-source supplier of this item because: The software provided in our system is a proprietary product. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[Signature]  
[Signature]

Michael Berg, President  
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on December 14<sup>th</sup>, 2016, by MICHAEL BERG.  
[Printed Name]



[Signature] Notary Public

State of TEXAS  
My Commission expires on May 24, 2020

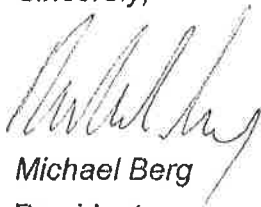


December 9, 2016

To whom it may concern,

This letter certifies that NEMO-Q, Inc., located in McKinney Texas, is the only entity in the United States and Canada authorized to sell, distribute, service and or warranty NEMO-Q proprietary software, hardware and printer paper.

*Sincerely,*



*Michael Berg*

President

**Commissioners Court - Regular Session****29.****Meeting Date:** 02/07/2017

Supplemental Agreement Engineering Services with BLGY, Inc.

**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 a Supplemental Agreement No. 5 to the Agreement for Architectural and Engineering Services between Williamson County and BLGY, Inc. for the civil engineering utility easement design for a needed utility easement and electrical service in relationship to the Williamson County North Campus Project.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Supplemental Agreement BLGY

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Teri Jeffries

Final Approval Date: 02/02/2017

**Reviewed By**

Wendy Coco

**Date**

02/02/2017 08:28 AM

Started On: 02/01/2017 01:11 PM

**SUPPLEMENTAL AGREEMENT NO. 5 TO**  
**AGREEMENT FOR ARCHITECTURAL AND**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY NORTH CAMPUS PROJECT ("Project")**

This Supplemental Agreement No. 5 to Agreement for Architectural and Engineering Services ("Supplemental Agreement No. 5") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and BLGY, Inc. (the "A/E").

**RECITALS**

**WHEREAS**, the County and the A/E previously executed an Agreement for Architectural and Engineering Services (the "Agreement"), dated effective November 12, 2015, wherein A/E agreed to perform certain professional architectural and engineering services in connection with the Williamson County North Campus Project ("Project");

**WHEREAS**, following execution of the Agreement, County and the A/E executed Supplemental Agreement Nos. 1, 2, 3 & 4 to Agreement for Architectural and Engineering Services in order to add Additional Services to the Agreement's Basic Services;

**WHEREAS**, County now must add the Additional Services for the civil engineering utility easement design for a needed utility easement and electrical service in relation to the Project;

**WHEREAS**, Section III of the Agreement requires the parties to execute a contract modification for the performance of Additional Services not specifically described as Basic Services in the Agreement;

**WHEREAS**, this Supplemental No. 5 sets forth the scope of the Additional Services and the Additional Services compensation for A/E's professional services; and

**WHEREAS**, it has become necessary to supplement, modify and amend the Agreement in accordance with the Agreement.

**AGREEMENT**

**NOW, THEREFORE**, premises considered, the County and the A/E agree that the Agreement is supplemented, amended and modified as follows:

**I. Scope of Additional Services**

A/E hereby agrees to provide the Additional Services set forth in Exhibit "A", Scope of Additional Services, which is attached hereto and incorporated herein by reference.

## **II. Additional Services Compensation**

A/E will perform the Additional Services set out in Exhibit "A" for the lump sum amount of **\$2,484.00**.

## **III. Terms of Agreement Control and Extent of Supplemental Agreement No. 5**

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments or supplements thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

**The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of the Agreement, this Supplemental Agreement No. 5 and/or the terms of any document attached hereto as exhibits.**

**IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement No. 5, in duplicate, to be effective as of the date of the last party's execution below.**

**A/E:**

**BLGY, Inc.**

By: 

Printed Name: Mark Daniel Brown

Title: Vice-President, BLGY Architecture

Date: January 30, 2017

**COUNTY:**

**Williamson County, Texas**

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

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

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

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

## **EXHIBIT "A"**

A/E will provide the following Additional Services:

- Facilitate communication between project disciplines and ensure project information is relayed as necessary; and
- Provide metes and bounds descriptions and accompanying sketches to be prepared by a State of Texas Registered Professional Land Surveyor describing the utility easement tract.



**Commissioners Court - Regular Session****30.****Meeting Date:** 02/07/2017

Approving Revised Postage Machine Agreement

**Submitted By:** Sydney Richardson, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the revised Agreement for thirty-six (36) month lease with Pitney Bowes for a SendPro P Series Postage Machine for the Williamson County Clerk's Office at \$475.47/month.

**Background**

This was requested by Sean Johnson, Executive Assistant to the Williamson County Clerk; this was previously approved on the January 10, 2017 Agenda. Since this is on the TPASS COOP 985-L1, a SmartBuy Purchase Order (PO) is required in order for Pitney Bowes to process the order for new equipment. It was discovered Pitney Bowes gave us incorrect pricing. Originally they had quoted us \$478.95/month, but the correct price is \$475.47 – lowering our monthly costs by \$3.48. Pitney Bowes has asked for the Judge's initials to be signed next to the change on the original Agreement. Legal and Audit have approved this change and process. This new equipment is replacing old equipment that Pitney Bowes will no longer service.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

1 - Revised Agreement CC

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 02/02/2017

**Reviewed By**

Wendy Coco

**Date**

02/02/2017 08:28 AM

Started On: 02/02/2017 07:27 AM



### State and Local Fair Market Value Lease

Agreement Number

## Your Business Information

WILLIAMSCOUNTY COUNTY CLERK

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

405 MARTIN LUTHER KING ST STE B11

GEORGETOWN

TX

78626-4901

Billing Address : Street

City

State

ZIP+4

Sean Johnson

5129431549

0016662897

Billing Contact Name

Billing Contact Phone #

Billing Account #

405 MARTIN LUTHER KING ST STE B11

GEORGETOWN

TX

78626-4901

Installation Address (if different from billing address) : Street

City

State

ZIP+4

Sean Johnson

5129431549

0016662897

Installation Contact Name

Installation Contact Phone #

Installation Account #

na

2017-02-26

PO #

Quote Expiration Date

## Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FS1	USPS Special Services Software
1	1FWW	10 lb Interfaced Weighing (unit)
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	AZBE	SendPro P Series Mono Print Module
1	AZCG	SendPro P1500 Series Bundle (120/60 LPM)
1	ERPP	E-Certified/eRR Productivity Pack
1	ERR1	E-Return Receipt Feature
1	M9SS	Mailstream Intellilink Services
1	MSD1	10" Color Touch Display
1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	S8DS	Barcode Scanner
1	SJM5	SoftGuard for SendPro P1500
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)

# Your Payment Plan

Initial Term: 36 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
36	\$ 478.95 <i>475.47</i>	\$ 1,436.85 <i>1426.41</i>

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ( ) Tax Exempt Certificate Attached  
( ) Tax Exempt Certificate Not Required  
( ) Purchase Power® transaction fees included  
(X) Purchase Power® transaction fees extra

# Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at [www.pb.com/states](http://www.pb.com/states) and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at [www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html](http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html). Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract #

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

# Sales Information

Account Rep Name 1	Split	Sales Rep ID	District Office
Account Rep Name 2	Split	Sales Rep ID	District Office

**Commissioners Court - Regular Session****31.****Meeting Date:** 02/07/2017

Approving Revised Postage Machine Agreement

**Submitted By:** Sydney Richardson, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the revised Agreement for thirty-six (36) month lease with Pitney Bowes for a SendPro P Series Postage Machine for the Williamson County District Clerk's Office at \$475.47/month.

**Background**

This was requested by Teresa Maskunas, Assistant Chief Deputy; this was previously approved on the January 10, 2017 Agenda. Since this is on the TPASS COOP 985-L1, a SmartBuy Purchase Order (PO) is required in order for Pitney Bowes to process the order for new equipment. It was discovered Pitney Bowes gave us incorrect pricing. Originally they had quoted us \$478.95/month, but the correct price is \$475.47 – lowering our monthly costs by \$3.48. Pitney Bowes has asked for the Judge's initials to be signed next to the change on the original Agreement. Legal and Audit have approved this change and process. This new equipment is replacing old equipment that Pitney Bowes will no longer service.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**1 - Revised Agreement DC

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 02/02/2017

**Reviewed By**

Wendy Coco

**Date**

02/02/2017 08:28 AM

Started On: 02/02/2017 07:29 AM

Agreement Number

\_\_\_\_\_

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

GEORGETOWN

TX

78626-4901

Billing Address : Street

City

State

ZIP+4

Sean Johnson

5129431549

0016662579

Billing Contact Name

Billing Contact Phone #

Billing Account #

405 MARTIN LUTHER KING ST STE 135

GEORGETOWN

TX

78626-4901

Installation Address (if different from billing address) : Street

City

State

ZIP+4

Teresa Maskunas

5129431212

0016662579

Installation Contact Name

Installation Contact Phone #

Installation Account #

2017-02-28

PO #

Quote Expiration Date

---

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FS1	USPS Special Services Software
1	1FWW	10 lb Interfaced Weighing (unit)
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	AZBE	SendPro P Series Mono Print Module
1	AZCG	SendPro P1500 Series Bundle (120/60 LPM)
1	ERPP	E-Certified/eRR Productivity Pack
1	ERR1	E-Return Receipt Feature
1	M9SS	Mallstream Intellilink Services
1	MSD1	10" Color Touch Display
1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	S8DS	Barcode Scanner
1	SJM5	SoftGuard for SendPro P1500
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)



# Your Payment Plan

Initial Term: 36 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
36	\$ 478.95 <b>475.47</b>	\$ 1,436.85 <b>1426.41</b>

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ( ) Tax Exempt Certificate Attached  
( ) Tax Exempt Certificate Not Required  
( ) Purchase Power® transaction fees included  
(X) Purchase Power® transaction fees extra

# Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at [www.pb.com/states](http://www.pb.com/states) and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at [www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html](http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html). Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract #

Leasee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

# Sales Information

Account Rep Name 1	Split	Sales Rep ID	District Office
Account Rep Name 2	Split	Sales Rep ID	District Office

**Commissioners Court - Regular Session****32.****Meeting Date:** 02/07/2017

Economic Development

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

---

**Information****Agenda Item**

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

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

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/02/2017

**Reviewed By**

Wendy Coco

**Date**

02/02/2017 09:37 AM

Started On: 02/02/2017 09:16 AM

**Commissioners Court - Regular Session****33.****Meeting Date:** 02/07/2017

Executive Session

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

---

**Information****Agenda Item**

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

**A. Real Estate Owned by Third Parties**

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for right-of-way for Mays St. Extension
- b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- c) Discuss the acquisition of real property for CR 176 at RM 2243
- d) Discuss the acquisition of real property with endangered species for mitigation purposes.
- e) Discuss the acquisition of real property: CR 101
- f) Discuss the acquisition of real property: CR 111
- g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
- h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
- i) Discuss the acquisition of real property for County Facilities.
- j) Discuss the acquisition of real property on CR 305.
- k) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
- l) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
- m) Discuss the acquisition of a drainage easement for CR 108.
- n) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
- o) Discuss the acquisition of real property for CR 258.
- p) Discuss the acquisition of real property for Lakeline Blvd.
- q) Discuss the acquisition of real property for US 183.
- r) Discuss options for ingress and egress regarding access to Cedar Hollow Subdivision.

**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 transfer of right of way for Westinghouse Rd. to the City of Georgetown.
- e) Discuss wastewater easements in Berry Springs Park
- f) Discuss Development Agreement with Ashby Capital Investments, LLC
- g) Discuss sale of County property on Ronald Reagan Blvd.

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
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**Attachments**

*No file(s) attached.*

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## Form Review

### Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/02/2017

### Reviewed By

Wendy Coco

### Date

02/02/2017 09:37 AM

Started On: 02/02/2017 09:16 AM



**Commissioners Court - Regular Session****37.****Meeting Date:** 02/07/2017

Treasurer

**Submitted By:** Rebecca Clemons, County Judge**Department:** County Judge**Agenda Category:** Executive Session

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**Information****Agenda Item**

Deliberate the appointment of the Williamson County Treasurer; and conduct any interviews necessary with potential candidates for such appointment (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 02/01/2017

**Reviewed By**

Wendy Coco

**Date**

02/01/2017 10:23 AM

Started On: 01/31/2017 03:33 PM

**Commissioners Court - Regular Session****38.****Meeting Date:** 02/07/2017

Purchasing

**Submitted By:** Rebecca Clemons, County Judge**Department:** County Judge**Agenda Category:** Executive Session

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**Information****Agenda Item**

Deliberate the appointment, employment and duties of the Williamson County Purchasing Agent (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters.)

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 02/01/2017

**Reviewed By**

Wendy Coco

**Date**

02/01/2017 10:23 AM

Started On: 01/31/2017 03:40 PM

**Commissioners Court - Regular Session****43.****Meeting Date:** 02/07/2017

TreasurerRA

**Submitted By:** Rebecca Clemons, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an appointment to fill a vacancy in the office of the Williamson County Treasurer who shall hold such office effective date TBD and continuing thereafter until the next general election pursuant to Loc. Gov't Code Sec. 87.041.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 02/01/2017

**Reviewed By**

Wendy Coco

**Date**

02/01/2017 10:23 AM

Started On: 01/31/2017 03:34 PM

**Commissioners Court - Regular Session****44.****Meeting Date:** 02/07/2017

Purchasing.RA

**Submitted By:** Rebecca Clemons, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an appointment to fill the vacancy of the Williamson County Purchasing Agent, who shall hold office effective date 2/13/17 and thereafter, in accordance with Section 262.0115 of the Texas Local Government Code.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 02/01/2017

**Reviewed By**

Wendy Coco

**Date**

02/01/2017 10:23 AM

Started On: 01/31/2017 03:49 PM